

GILCHRIST COUNTY SCHOOL BOARD AGENDA TUESDAY, August 6, 2019 – 4:00 PM

BOARD ROOM 14-002

Character Trait of the Month:

Resilience -The ability to recover quickly from difficulties or toughness

IT IS UNLAWFUL TO KNOWINGLY DISRUPT OR INTERFERE WITH A SCHOOL BOARD MEETING AND ANY SUCH ACTION MAY RESULT IN A MISDEMEANOR OFFENSE OF THE SECOND DEGREE. THIS INCLUDES INDIVIDUALS WHO ADVISE, COUNSEL, OR INSTRUCT STUDENTS OR SCHOOL BOARD EMPLOYEES ON TECHNIQUES FOR DISRUPTING A SCHOOL BOARD MEETING.

OPENING CEREMONIES

Invocation Call to Order

- Approval of Agenda
- 2. Approval of Minutes
 - A. July 16, 2019
 - B. July 22, 2019
- 3. Citizen Input/Delegations

The GCSB will hear any citizen who wishes to address the Board, on a one-time basis, pertaining to a relevant subject. If the Board wishes to hear more, the topic will be scheduled for a future meeting. Each speaker is limited to three (3) minutes with total time dedicated to the subject not to exceed fifteen (15) minutes.

- 4. District Matters
 - A. Approve Policies
 - 1. 3.16 Charter Schools
 - 2. 4.15 District and Statewide Assessment Program
 - 3. 4.21 Home Education Program
- Removal of Items from Consent Agenda

6. Consent Agenda (SUPERINTENDENT RECOMMENDS APPROVAL)

- A. Financial
 - 1. Check Summaries: Report Date Time:
 - a. 07/09/2019 11:29AM
 - b. 07/09/2019 11:49AM
 - c. 07/09/2019 12:01AM
 - d. 07/10/2019 10:54AM
 - e. 07/10/2019 11:21AM
 - f. 07/10/2019 11:29AM
- B. Agreement/Amendment/Contract/Grant/Project/Change Order
 - 1. Cooperative Agreement with GCSO for special needs students
- C. Transfer Applications May be viewed in the Superintendent's office
 - 1. Pre-K Students Actual Student Placement in Pre-K Program Contingent upon Space Availability as Determined by Program Criteria
 - 2. Elementary Students
 - 3. Secondary Students
- D. Personnel
 - 1. Resignations
 - a. Brandon Henry, Teacher Aide ESE, Trenton High, effective 7/11/19
 - b. Kimberly McKenzie, Teacher Kindergarten, Trenton Elem., effective 7/18/19
 - c. Benjamin Jacqmein, Teacher HS Science & Football Coach, Trenton High, effective 7/23/19
 - 2. Appointments Effective August 1, 2019 (contingent upon verification of QUALIFICATIONS AND BACKGROUND REVIEW)
 - a. Jessica Craft, Food Service Worker at Bell Elementary
 - b. Gina Leggett, Food Service Worker at Bell Elementary
 - c. Lynn Waddle, Paraprofessional at Bell High
 - d. George "Joshua" Wasson, Teacher PE and Baseball Coach at Bell High
 - e. Tara Brown, Kindergarten Teacher at Trenton Elementary
 - f. Yesica Escalara, PreK Paraprofessional at Trenton Elementary
 - g. Beth Fowler, Food Service Worker 4 Hour at Trenton High
 - h. Robin Strickland, Paraprofessional at Trenton High
 - i. Sotera Osborn, Food Service Worker at Trenton High
 - j. Michelle Thorpe, Teacher 8th Grade English Language Arts
 - 3. Status Change Effective August 1, 2019
 - a. Marina Bible Thomas, PreK Paraprofessional at Trenton Elementary to 1st Grade Teacher at Bell Elementary
 - b. Andrea Bagby, Teacher Aide HS at Bell High to Vocational Rehabilitation Teacher at District Office
 - c. Amy Thomas, Bookkeeper at Bell High to Administrative Secretary for Special Programs at District Office
 - 4. Request for Additional Hours
 - a. Ila Hamill
 - b. Shannon Lampp-Hill
 - c. Jennifer Sherlock
 - d. Tina Bruce
 - e. Karen Vest
 - f. Beth Fowler

7. Reports

- Superintendent A.
- **Board Members** B.
 - Deen Lancaster, District 5 1.
 - 2.
 - Gina Geiger, District 4
 Michelle Walker-Crawford, District 3 3.
 - Susan Owens, District 2 4.
 - 5. Christie McElroy, District 1
- C. Board Attorney

The Gilchrist County School Board met in Board Room 14-002 on Tuesday, July 16, 2019 at 4:00 PM with the following members present:

Christie McElroy, Vice Chair Susan Owens Gina Geiger Michelle Walker-Crawford

Also present were Robert G. Rankin, Superintendent of Schools and Lindsey Lander, Gilchrist County School Board Attorney. Deen Lancaster was absent, therefore, Christie McElroy served as Chair.

Upon completion of opening ceremonies, the following business was transacted:

AGENDA

The chair amended the agenda for good cause. The amendment consisted of the following:

ADDITIONS TO CONSENT AGENDA

- 6. Consent Agenda
 - B. 28. State of Florida, Department of Health, 2019-2020 Agreement
 - 29. Food Service-Fresh Produce, Piggyback on Hillsborough County's Produce Bid #17036-DST-DD.
 - D. Personnel
 - 10. Supplement Awards
 - b. Cell Phones
 - c. Chief Executive Officers Leadership Development Program (CEOLDP)

Gina Geiger moved to approve the agenda as amended and Michelle Walker-Crawford seconded. Vote was unanimous for approval.

CITIZEN INPUT/DELEGATIONS

There were no delegations present wishing to address the Board.

DISTRICT MATTERS

Michelle Walker-Crawford moved to approve Item A. 1 through 4 - Inventoried Property as Surplus and seconded by Susan Owens. Vote was unanimously approved.

MINUTES

Motion was made by Michelle Walker-Crawford and seconded by Gina Geiger to accept the minutes of the meeting held on June 4, 2019. Vote was unanimous for approval.

REMOVAL OF ITEMS FROM CONSENT AGENDA

No items were removed from the Consent Agenda.

CONSENT AGENDA

Gina Geiger moved to approve the Consent Agenda that consisted of the following:

6. Consent Agenda - ALL ITEMS APPROVED Financial A. Check Summaries - Report Date and Time 1. 05/29/19 - 03:59 PM a. 05/30/19 - 02:25 PM b. 05/30/19 - 03:03 PM c. d. 05/30/18 - 03:18 PM 05/30/19 - 03:29 PM e. f. 05/30/19 - 04:03 PM

g.

h. 05/31/19 - 01:03 PM
 i. 06/03/19 - 02:43 PM

05/31/19 - 12:45 PM

- j. 06/04/19 09:32 AM k. 06/04/19 – 09:42 AM
- 1. 06/04/19 09:52 AM
- m. 06/04/19 10:15 AM
- n. 06/12/19 02:44 PM
- o. 06/12/19 04:00 PM p. 06/13/19 – 10:37 AM
- q. 06/13/19 02:46 PM
- r. 06/25/19 11:32 AM
- s. 06/26/19 05:52 PM
- t. 07/02/19 12:14 PM
- u. 07/02/19 12:20 PM
- v. 07/02/19 03:38 PM
- w. 07/02/19 05:58 PM
- x. 07/03/19 02:38 PM

- Consent Agenda continued- ALL ITEMS APPROVED 6. Financial Α. **Financial Statements** 2. May 2019 a. Trial Balance 1) 2) Revenue Summary 3) **Expenditure Ledger Summary** Agreement/Amendment/Contract/Grant/Project/Change Order - July 1, 2019 to June 30, 2020 ₿. School Start Times 1. 2. Athletic Ticket Prices Student Handbook 3. 4. **Bus Evacuation Drill Emergency Drill Protocols** 5. GCSD Reunification Plan 6. Mental Health Training Plan thru Year 4 (2021-2022) 7. Drummond Community Bank ACH Authorized Signature Amendment 8. 9. NEFEC Contracts Resolution a. h. Main Contract: #731-20-024 Attachments: c. #20-024-A1, Instructional Services Program #20-024-A3, Testing #20-024-A6, Educational Technology Services #20-024-A10, Risk Management #20-024-A18, Information Technology #20-024-A27, Building Code Administrator #20-024-A43, Human resource Management Network #20-024-A45, Document Archiving Program #20-024-A47, Virtual Instruction Program #20-024-A50, Hosting Services 10. NEFEC Catastrophic Student Accident Coverage Instructure Canvas Cloud 3-Year Subscription 11. Edmentum EdOptions Academy Standard Services 12. Dual Enrollment Articulation Agreement with University of Florida Board of Trustees 13. Career Pathways Articulation Agreement with Florida Gateway College 14. Food Service to purchase from Juice Alive/Trident Beverage as Sole Source 15. Flowers Baking Company, Piggyback on School Board of Volusia Co. #SWC-926MB 16. Casey and Marianne Carlisle Transportation Agreement 17. Jennifer A. Johnson, Contract for Physical Therapy 18. Emily Butcher Shepard, Contract for Speech and Language Services 19. 20. Allison Cooper, Speech and Language Services Amy Parker, Occupational Therapy Services 21. Karen Arnold, Psychological Services 22. Carmen Tozzo-Julian, Psychological Services 23.
 - Fee Schedule for Pre-Kindergarten Programs Use 2018-19 Salary Schedules until completion of negotiations 26. VPK Contracts with Early Learning Coalition 27.

Resolutions In Special Education, Inc (RISE)

24.

25.

6. Consent Agenda - ALL ITEMS APPROVED

C. Transfer Applications

- 1. Pre-K Students Actual Student Placement in Pre-K Program Contingent upon Space Availability as Determined by Program Criteria
 - a. Levy County to Trenton Elementary
 - 1. M. Bell, Pre-K
 - 2. N. Davis, Pre-K
 - 3. K. Gilbert, Pre-K
 - 4. A. Jackanicz, VPK
 - 5. J. Keeler, Kindergarten
 - 6. R. Rood, Pre-K
 - 7. R. Sansom, Pre-K
 - b. Columbia County to Bell Elementary
 - 1. L. Walker, K
- 2. Elementary Students List is available for viewing in the Superintendent's office
- 3. Secondary Students List is available for viewing in the Superintendent's office

D. Personnel

- 1. Resignations
 - a. Carie Diepersloot, PreK Paraprofessional, Bell Elementary, Effective 07/01/19
 - b. Charlotte Mercer, Teacher, Trenton High, Effective 07/01/19
- 2. Create Positions Effective 08/01/19, Unless Otherwise Noted
 - a. Intervention Specialist Elementary, Bell Elementary, <u>Grant Funded</u>, Temporary Position #406
 - b. Teacher for Support Facilitation, Bell Elementary, <u>Grant Funded</u>, Temporary Position # 367
 - c. Intervention Specialist Elementary, Trenton Elementary, <u>Grant Funded</u>, Temporary Position # 409
 - d. Teacher Aide for Kindergarten, Trenton Elementary, <u>Grant Funded</u>, Temporary Position # 221
 - e. Paraprofessional ESE Elementary, Trenton Elementary, <u>IDEA</u>, Temporary Position # 343
 - f. Paraprofessional ESE Elementary, Trenton Elementary, <u>IDEA</u>, Temporary Position # 223
 - g. Paraprofessional ESE Elementary, Trenton Elementary, <u>IDEA</u>, Temporary Position # 286
 - h. Paraprofessional ESE Elementary, Trenton Elementary, <u>IDEA</u>, Temporary Position # 220
 - i. Paraprofessional <u>PreK</u>, Trenton Elementary, Temporary Position # 212
 - j. Paraprofessional <u>PreK</u>, Trenton Elementary, Temporary Position # 226
 - k. Paraprofessional PreK, Trenton Elementary, Temporary Position # 366
 - 1. Paraprofessional PreK, Trenton Elementary, Temporary Position # 400
 - m. Teacher Aide, Credit Recovery, Bell High, <u>Grant Funded</u>, Temporary Position # 402

Consent Agenda - ALL ITEMS APPROVED

- D. Personnel continued
 - 3. Appointments
 - n. Rachel Weiss, Teacher HS Math, Bell High
 - o. Michelle Leigh Jones, Teacher Public Service/Criminal Justice, Bell High
 - p. Shelby Hart, Speech Language Pathologist
 - q. William "Bill" Wiles, Teacher HS PE, Trenton High
 - r. Lindsay Legler, Guidance Counselor, Trenton High
 - s. Vicky Brown, Teacher 5th Grade, Bell Elementary
 - t. Jamie Cruze, PreK Paraprofessional, Bell Elementary
 - u. Jessica Smith, PreK Paraprofessional, Bell Elementary
 - v. Bobbie Hodges, Teacher 3rd Grade, Bell Elementary
 - w. Lisa Luis, Teacher 5th Grade, Trenton Elementary
 - x. Brooke A. Smith, Teacher 1st Grade, Trenton Elementary
 - y. Emily Hines, Teacher Aide High School, Bell High
 - z. Mary Elaine Smith, Bus Driver
 - 4. Status Change
 - a. Chere "Martine" Roberts, Paraprofessional Dual Enrollment Lab to Library Media Clerk at Trenton High
 - 5. Substitutes (CONTINGENT UPON VERIFICATION OF QUALIFICATIONS AND BACKGROUND REVIEW)
 - a. C.W. Driggers-Ellis, Clerical Substitute, Effective 6/27/19
 - 6. Transfers
 - a. Emerald Reed, Teacher Kindergarten at Trenton Elementary to Teacher Reading 7th Grade at Trenton Middle-High
 - 7. Intern Placement
 - a. Nina Medyk, University of Florida Student, Degree in Mental Health Counseling, Placement with Terri Crawford, Mental Health Director. Effective 8/1/2019
 - 8. Personnel Request for Additional Summer Hours
 - a. Scott Hall, Dean
 - b. Amanda Langford, MIS Assistant
 - c. Crystal Minshew, Credit Recovery, Bell High
 - d. Janet Johnson, Credit Recovery, Bell High
 - e. Donna Thomas, PreK Summer Screenings
 - f. Patricia DiMeo, Tutor After School Model, Trenton Elementary
 - g. Jackie Parrish, Hospital/Homebound, Trenton High
 - h. Cynthia Gray, Teacher, IDEA
 - i. Cheri Hazzard, Teacher, IDEA
 - j. Clerical/Front Office at each school, one additional day
 - 9. Amendment to Summer 2019 Workshops, Previously approved
 - a. NEFEC- Florida Standards Review
 - b. Just Read Florida, Orlando
 - c. Summer Literacy, Orlando

6. Consent Agenda - ALL ITEMS APPROVED
D. Personnel continued

10. Supplement Awards
a. DeLisa Barry, Bell High

The motion was seconded by Michelle Walker-Crawford. Approval of the Board was unanimous.

BUDGET WORKSHOP

David Dose presented the tentative 2019-2020 budget.

CLOSED SESSION FOR STUDENT SERVICES, DISCIPLINARY REVIEW

- A. Expulsion Recommendation
 - 1. Case #20-001 Michelle Walker-Crawford moved to accept the Superintendent's recommendation with Gina Geiger seconding. Vote was unanimous.

REPORTS

Various reports were given by board members.

ADJOURNMENT

There being no further business, the Board adjourned at 5:34PM.

D. DEEN LANCASTER CHAIR OF THE BOARD

ATTEST:

ROBERT G. RANKIN, SUPERINTENDENT OF SCHOOLS AND SECRETARY TO THE BOARD

The Gilchrist County School Board met in Board Room 14-002 on Tuesday, July 22, 2019 at 8:00AM with the following members present:

Deen Lancaster, Chair Christie McElroy, Vice Chair Susan Owens Michelle Walker-Crawford

Also present were Robert G. Rankin, Superintendent of Schools and Lindsey Lander, Gilchrist County School Board Attorney. Gina Geiger was absent from meeting.

Upon completion of opening ceremonies, the following business was transacted:

AGENDA

Michelle Walker-Crawford moved to approve the agenda and Susan Owens seconded. Vote was unanimous for approval.

CITIZEN INPUT/DELEGATIONS

There were no delegations present wishing to address the Board.

DISTRICT MATTERS

Christie McElroy moved to approve the 2019-2020 Tentative Budget for advertising and Susan Owens seconded. Vote was unanimous.

CONSENT AGENDA

Michelle Walker-Crawford moved to approve the Consent Agenda that consisted of the following:

- 4. Consent Agenda ALL ITEMS APPROVED
 - A. Agreement/Amendment/Contract/Grant/Project/Change Order
 - 1. GCSD Mental Health Allocation Plan

The motion was seconded by Susan Owens. Approval of the Board was unanimous.

REPORTS

Various reports were given by board members.

ADJOURNMENT

There being no further business, the Board adjourned at 8:27AM.

D. DEEN LANCASTER CHAIR OF THE BOARD

ATTEST:

ROBERT G. RANKIN, SUPERINTENDENT OF SCHOOLS AND SECRETARY TO THE BOARD

The purpose of this policy is to ensure the highest quality of instruction and safety for all Charter School participating students and to maintain accountability for the appropriate use of all allocated resources.

I. Eligibility to Apply

- A. A proposal for a new charter school may be made by an individual, teachers, parents, group of individuals, a municipality, or any legal entity organized under the laws of the state of Florida. The school shall organize as a nonprofit organization prior to receiving approval as a charter school with the School Board.
- B. The principal, teachers, parents and/or the school advisory council at an existing public school that has been in operation at least two years may submit a proposal for converting the school to a charter school, provided that they demonstrate the support of at least 50% of the teachers then currently employed at the school and 50% of the parents whose children are then currently enrolled in the school.
- C. A charter school may operate a virtual chapter school to provide full time online instruction to eligible students. An existing charter school may become a virtual charter school by amending its charter or submitting a new application.
- D. Private schools, parochial schools and home education schools are not eligible for charter status. A charter school may not be affiliated with a nonpublic sectarian school or religious institution and shall be nonsectarian in programs, admission policies, employment practices and operations.

II. Timelines for Approving Charter Schools

The School Board shall annually accept applications on or before_February land_staff may provide technical assistance to organizations and individuals submitting proposals. Before approving or denying any application, the district shall allow the applicant, upon receipt of written notification, at least seven (7) calendar days to make technical or non-substantive corrections and clarifications. A charter school application shall be approved or denied no later than ninety (90)_calendar days after receipt of the application unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date. An approved charter school will open 18 months later (at the beginning of the district's school year) or to be opened at a time determined by the applicant. However, a charter school may defer the opening of the school for up to three (3) years to provide time for adequate facility planning.

III. Application

- A. Proposals for charter schools shall be submitted on a standard application format approved by the School Board for this purpose. The application does not constitute the charter which will be considered the legal contract between the School Board and the school organizational body.
- **B.** Before final approval or denial of an application, the District shall notify the applicant in writing if technical or nonsubstantive corrections need to be made or signatures need to be added if the errors may cause denial of the application. The applicant will be allowed at least (7) calendar days to make the corrections.
- C. The application shall include
 - 1. All items required by Florida Statutes.
 - Proof of insurability from an adequate rated insurer with a policy of no less than \$1,000,000 for Errors and Omissions and General Liability coverage to include but not limited to prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured vs. insured, consultants and independent contractors.
 - 3. Coverages for property and casualty equal to replacement costs for school structures and contents, automobile and workers' compensation.
 - 4. An indemnification or hold harmless agreement releasing the School Board of all liability for actions by the charter school governing body or its employees.
- E. The applicants and members of the governing body of the proposed charter school shall submit with the application a complete set of fingerprints taken by an employee of the School District who is trained to take fingerprints. These fingerprints shall be submitted to the appropriate state and federal law enforcement agencies for processing with the cost borne by the applicant and charter school governing body members.

F. The applicants, members of the governing body, and all proposed service providers shall disclose the name and sponsor of any charter school operated by an applicant, governing board member, or service provider that has closed, the reason for the closure, and the academic and financial history of those charter schools.

IV. Charter

- A. Within thirty (30) days of approving a charter school application, the District shall provide an initial proposed charter contract to the charter school.
- B. The applicant and the District shall have forty-five (45) days to negotiate the charter and provide notice for final approval of the charter contract.
- C. The following elements shall be included in the school's charter agreement with the School Board:
 - School vision and mission
 - 2. Students to be served (ages, grades, current school of zone and projected FEFP categories)
 - 3. Student criteria for admissions, selection process and dismissal procedures
 - 4. Marketing/recruitment plan
 - 5. Method for achieving racial and ethnic balance of student population
 - 6. FTE enrollment verification process
 - 7. Focus of the curriculum
 - 8. Instructional methods to be used, including service to ESE, ADA and ESOL students
 - 9. Current baseline standard of student achievement, outcomes to be achieved and method(s) of measurement
 - 10. Methods used to identify the educational strengths and needs of students and how well goals are met by the students
 - 11. Participation in the statewide assessment program

- 12. Method for determining that a student has met graduation or promotion requirements
- 13. Code of Student Conduct consistent with District policies and discipline code
- 14. Method of identification and acquisition of appropriate technologies needed to improve education and administration performance.
- 15. Means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards.
- 16. Nature of parent involvement
- 17. Conflict resolution strategies for students, parents and staff
- Methods for resolving conflict between School Board and governing body of the charter school
- 19. Program evaluation and reporting plan
- 20. Annual progress reports to include state required information
- 21. Status as a private or public employer
- 22. Staff status related to certification or subcontracting
- 23. The strategies that will be used to recruit, hire, train, and retain qualified staff to achieve best value.
- 24. Staff selection process, including fingerprinting and criminal background check
- 25. Qualifications of teachers which must be disclosed to parents
- 26. Professional development plan
- 27. Alternative arrangements for students and teachers at a converting public school who choose not to participate

- 28. Charter School Board members and background checks including Fingerprinting for governing body
- Articles of incorporation and governance structure, including names, addresses, financial disclosure to include the same requirements as in Florida Statutes
- 30. Financial and administrative management of school
- 31. Internal financial controls and audit process
- 32. Proposed budget including salary and benefits of staff, and letter of credit or other funds to cover start-up costs
- 33. Procedure for notification by auditor if school is in a state of financial emergency or deficit financial position
- 34. Insurance coverage at specified limits no less than \$1,000,000 for errors and omissions and general liability and property equal to replacement costs of all structures and contents
- 35. Indemnification or hold harmless agreement
- 36. Transportation, food service or other plans and agreements with the District or other contractors
- 37. Facilities to be used and their location and evidence of all codes having been met
- 38. Length of agreement, not to exceed three years
- 39. Renewal and modification of the agreement
- 40. Provision for cancellation of the agreement for insufficient progress
- 41. Implementation of timetable

- D. The District shall provide academic student performance data to charter schools for each of their students coming from the District, as well as rates of academic progress of comparable student populations in the District school system.
- E. The governing body shall exercise continuing oversight over charter school operations.
- F. The governing body shall participate in governance training approved by the Department of Education.
- G. After a public hearing to ensure community input, the governing body of the charter school and the District shall sign the charter.

V. Approval

- A. The School Board shall review all completed applications for a charter school received on or before February 1 of each calendar year for charter schools to be opened at 18 months later (at the beginning of the district's next school year) or to be opened at a time determined by the applicant The School Board shall by a majority vote of the full Board approve or deny a formal application no later than ninety (90) days after receiving the completed application during the submission period, unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date.
- B. If the Board denies an application for a charter, the Board shall provide notice of denial to the applicants in writing within ten (10) days after the meeting at which the board denied the application. The notice must specify the exact reason(s) for denial, based on good cause, and must provide documentation supporting those reasons. The notification shall also be submitted to the Department of Education.

VI. Selection Criteria

Utilizing the Department of Education evaluation instrument, the School Board shall consider but is not limited to using the following criteria to evaluate applications for charter school approval:

- A. Mission, guiding principles, and purpose
- B. Target population and student body
- C. Education program design
- D. Curriculum plan
- E. Student performance, assessment, and evaluation
- F. Exceptional students
- G. English language learners
- H. School culture and discipline
- I. Supplemental programming
- J. Governance
- K. Management and staffing
- L. Human resources and employment
- M. Professional development
- N. Student recruitment and enrollment
- O. Parent and community involvement
- P. Facilities
- Q. Transportation
- R. Food Service
- S. School safety and security
- T. Budget
- U. Financial management and oversight
- V. Start-up plan

VII Nonrenewal or Termination of Charter

- A. At the end of the term of a charter, the School Board may choose not to renew the charter for any of the following grounds:
 - Failure to participate in the state's education accountability system or failure to meet the requirements for student performance stated in the charter,
 - 2. Failure to meet generally accepted standards of financial management,
 - 3. Violation of law, or
 - 4. Other good cause shown.
- B. During the term of a charter, the School Board may terminate the charter for any of the grounds listed in paragraph VII.A if the health, safety, or welfare of the student(s) is threatened, the charter may be terminated immediately.
- C. At least ninety (90) days prior to renewing or terminating a charter, unless a state of emergency exists, the School Board shall notify the governing body of the school of the proposed action in writing, detailing the grounds for the action and stipulating that the school's governing board may within 14 calendar days of receipt of the notice request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings.
 - 1. The administrative law judge's final order shall be submitted to the sponsor and shall award to the prevailing party attorney fees and costs incurred during the administrative proceeding and any appeals.
 - 2. Within thirty (30) calendar days after receiving the final order, the charter school governing board may appeal the decision as allowed by law.
- D. After all school grade appeals are final, a charter school's charter contract is automatically terminated if the school earns two (2) consecutive grades of "F" unless the school meets certain criteria.

- E. A charter may be terminated by a charter school's governing board through voluntary closure.
- <u>F.</u> In the event a charter is not renewed or is terminated, the School District may assume the operation of the school, or the school shall be dissolved and students assigned to other public schools. All unencumbered funds, as well as property and improvements, furnishings and equipment purchased with public funds shall automatically revert to full ownership of the School Board.
- G. If a charter is not renewed or is terminated, the governing body of the school is responsible for all debts of the charter school. The District shall not assume the debt from any contract for services made between the governing body of the school and a third party, except for a debt that is previously detailed and agreed upon in writing by both the governing body of the school and the School Board and that may not reasonably be assumed to have been satisfied by the District.
- H. If a charter is not renewed or is terminated, any unencumbered capital outlay funds provided pursuant to 1013.62, F.S., and federal charter school program grant funds shall revert to the Department of Education for redistribution among other eligible charter schools.

VIII. Tuition Prohibition

A charter school shall not charge tuition or fees, except those fees normally charged by other public schools.

IX. Rule Exemptions

A charter school shall be exempt from all School Board policies except those pertaining to health, safety, civil rights, financial records, accountability related to student enrollment reports, financial audits, and collective bargaining agreements if the staff chooses to remain part of the District bargaining unit(s).

X. Personnel Options

A. Charter school employees may bargain collectively as a separate unit or as part of the existing applicable District collective bargaining unit(s).

- B. If teachers at a charter school choose to be part of a professional group that subcontracts with the charter school to operate the instructional program under the auspices of a partnership or cooperative that they collectively own, they shall not be considered public employees.
- C. Employees of the School District may take leave to accept employment in a charter school upon the approval of the district school board. While employed by the charter school and on approved leave, the employee may retain seniority accrued in the district and may continue to be covered by the benefit program of the School District only if the charter school and the School Board agree to the arrangement and its financing.
- D. Teachers employed or under contract to a charter school shall be certified as required by Florida Statutes or if not certified, contracted with according to the provisions defined in Florida Statutes.
- E. The charter school shall conduct screenings and employment history checks, as required by law, on candidates for instructional and administrative positions that require direct contact with students.
- F. All governing board members and employees of a charter school shall be fingerprinted and shall undergo a background screening as provided for in Florida Statutes.
- G. The governing body of a charter school may elect to participate in the Florida Retirement System after proper application and approval under Florida Statutes.

XI. Funding

Students enrolled in a charter school shall be funded the same as students enrolled in a basic or special program in any other public school in the District.

- A. Each charter school shall report its student enrollment to the District School Board as required by Florida Statutes and School Board policy and procedures. The School Board shall include each charter school's enrollment in the District's report of students.
- B. Charter schools whose students or programs meet the eligibility criteria in law shall be entitled to their proportionate share of all Florida Education Finance Program and General Appropriations Act funds, gross state and local funds, discretionary funds, categorical program funds and federal funds. Total funding for each charter school will be recalculated during the year to adjust for the actual weighted full-time equivalent and eligible students reported by the school and the revised calculations under the Florida Education Finance Program, following the October and February Full Time Equivalent (FTE) counts.

- C. Any administrative fee charged by the School District to the charter school shall be no more than five percent of the available funds defined in XI.B. The District may only withhold an administrative fee for enrollment up to and including 500 students. Administering the contract includes providing technical assistance, monitoring policy compliance and processing financial, student and other records or required reports. This does not include contract(s) for other specific services to staff or student participation in the benefit packages or other special programs. The fees for these services will be negotiated and will be determined on an actual cost basis.
- D. The School District shall make every effort to ensure that charter schools receive timely and efficient reimbursement with payment issued no later than 10 working days after receipt of funding, or pay penalty of one percent (1%) interest per month. Under no circumstances will the School District advance funds before a charter school is open, but the School Board may approve a charter before the applicant has secured space, equipment or personnel if the applicant indicates approval is necessary for it to raise working capital.

XII. Facilities Requirement

A charter school shall utilize facilities which comply with the Florida Building Code adopted pursuant to Florida Statutes, Fire Prevention Codes pursuant to Florida Statutes and the comprehensive land use plan as adopted by the authority in whose jurisdiction the facility is located. A certificate or temporary certificate of occupancy may be required by the School District within fifteen (15) days of the opening of school.

XIII. Length of the School Year

A charter school shall provide instruction for at least 180 days and may provide instruction for additional days. Reimbursement for additional days of instruction will be subject to the limits of the Florida Education Finance Program, General Appropriations Act and other rule or programs that restrict funding to the School District. Upon approval of a charter application, the initial startup must be consistent with the beginning of the school year calendar(s) adopted by School Board.

XIV. Monitoring and Review

- A. The Superintendent, or designee, and the District internal auditor 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, the Superintendent's designee, the District internal auditor and all School Board members shall have free and open access to the charter school at all times.
- B. The charter school shall submit a monthly financial report to the School District.
- C. Annually, no later than forty-five (45) calendar days following the end of the regular school term, the governing body of the charter school shall submit the following for School Board review:
 - 1. The charter school's progress towards achieving the goals outlined in its charter;
 - 2. The charter school's annual report to parents pursuant to Florida Statutes;
 - 3. An annual financial audit report obtained by the school reflecting generally accepted financial accounting standards;
 - 4. Salary and benefit levels of school employees;
 - 5. Certification status of instructional personnel; and
 - 6. Any other information provided by the school, the Superintendent or the internal auditor.
- D. Upon receipt of the required annual report, the School Board shall forward the report to the Commissioner of Education, at the same time as other annual school accountability reports.
- E. If a deteriorating financial condition is identified, the School District shall notify the governing board of the charter school and the Commissioner of Education within seven (7) business days. The governing board and District shall develop a corrective action plan and submit the plan to the Commissioner of Education within thirty (30) business days after notifying the charter school.
- F. If a certified public accountant or an auditor finds that a charter school is in a state of financial emergency, the charter school shall file a detailed financial recovery plan with the District no later than 30 days after receipt of the audit. The Superintendent or designee shall monitor implementation of the recovery plan.

G. A charter school that receives a school grade of D shall report to the District regarding areas of deficiency. The charter school shall submit a school improvement plan for approval by the School Board. The Superintendent or designee shall monitor implementation of the plan in accordance with Florida Statutes.

XV. Appeal Process

- A. An applicant may appeal any denial of an application for a charter school to the State Board of Education no later than 30 days after the School Board's final Decision or failure to act on an application. The State Board must accept or reject the decision of the School Board no later than 30 days after an appeal is filed, and remand the application with its written recommendation to the School Board.
- B. The School Board shall act upon the recommendation of the State Board of Education no later than 30 days after it is received.
- C. The decision of the State Board of Education is a final action subject to judicial review.
- D. A governing body may appeal the School Board's decision to not renew or terminate a charter as outlined in VII.C.

XVI. Immunity

For the purposes of tort liability, the governing body and employees of a charter school shall be governed by Florida Statutes. The School Board shall assume no liability for actions of the governing body of the charter schools or its employees.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

120.68, 1001.02, 1001.43, 1002.33, 1002.331,

1002.345, 1002.45, 1002.4155, 1013.62 F.S.

STATE BOARD OF EDUCATION RULE:

6A-6.0781, 6A-6.0787

HISTORY:

Adopted:

Revision Date(s):2.06, 1.08,11.17, 8.19

Formerly:

- I. Provisions of the District and state-wide testing program for students shall be set forth in the *Testing Handbook for District Schools*. The handbook shall be approved by the School Board and is hereby incorporated by reference and made a part of these rules. No student shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any District testing program on the basis of race, color, gender, national or ethical origin, political or religious beliefs, marital status, sexual orientation, pregnancy, disability, genetic information, or religion. Test modifications shall be made for students with disabilities and limited English proficiency (LEP) consistent with state and federal requirements.
- II. Measurement of student performance shall be the responsibility of the District for subjects and grade levels that are not measured under the state wide standardized assessment program. A student enrolled in an Advanced Placement (AP), International Baccalaureate (IB) or Advanced International Certificate of Education (AICE) course who takes the respective AP, IB, or AICE assessment and earns the minimum score necessary to earn college credit, doe not have to take the EOC assessment for the corresponding course.
- III. The statewide standardized end of course assessment shall be used as the final cumulative examination for the relevant course. A local assessment may be required as the final cumulative examination for a course that is not assessed under the statewide assessment program.
- IV. The uniform calendar of assessment and reporting schedules, provided by the Department of Education, shall be published on the District website. The District assessment schedule and required information shall be incorporated into the uniform calendar.
- V. The parent, as defined by Florida Statutes, of each student must be notified regarding the progress of the student towards achieving state and District's expectations for proficiency in reading, science, writing and mathematics. A student's state assessment results of district-required local assessments must be reported to the parent or guardian.
- VI. The District shall provide student performance results on statewide assessment and district-required local assessments to instructional personnel for the purpose of improving instruction.

STATUTORY AUTHORITY: LAW(S) IMPLEMENTED: F.S. 1001.41, 1001.42, F.S. 1000.21, 1001.11(5), 1001.21, 1001.43, 1008.22, 1008.34,

HISTORY:

Adopted: Revision Date(s): 2.06, 10.06, 01.15, 03.16, 8.19 Formerly:

- I. Home education programs shall adhere to the provisions of Florida Statutes.
- II. The following provisions shall govern home education programs:
 - A. The parent(s), as defined by Florida Statutes, shall:
 - Notify the Superintendent or designee in writing within 30 days of the establishment of a home education program. The notice shall be signed by the parent(s) and include the names, addresses, and birth dates of all children who shall be enrolled in the program. The Superintendent shall accept the notice and immediately register the home education program upon receipt of the notice. Copies of applicable Florida Statutes and the home education policy will be given to the parent(s) and a conference to discuss the requirements will be held with the parent(s).
 - 2. Maintain a portfolio of records and materials for a period of two years. Contents of the portfolio shall include:
 - a. A log made contemporaneously with the instruction, which designates by title the reading material being used; and
 - b. Samples of any writings, worksheets, workbooks, and creative materials used or developed by the student.
 - 3. Provide an annual educational evaluation of each student in the home education program. The annual educational evaluation shall document the student's demonstration of educational progress at a level commensurate with his/her ability. A copy of the evaluation shall be filed annually with the School Board. The annual educational evaluation shall be conducted in accordance with Florida Statutes.
 - 4. A Home education student may enroll in a public school solely for career and technical courses or programs. Industry certifications, national assessments and statewide assessments offered by the district shall be available to the home education program student.
 - B. Portfolios may be inspected by a District employee upon 15 days written notice to the parent.
 - C. Parents shall provide an annual educational evaluation of each student(s) in the home education program. The annual educational evaluation shall document the student's demonstration of educational progress at a level commensurate with his/her ability. A copy of the evaluation shall be filed annually with the School Board. The annual educational evaluation shall be conducted in accordance with Florida Statutes.

- The Superintendent shall receive and accept the results of the annual educational evaluation of the student in the home education program. If the student has not demonstrated educational progress commensurate with his/her ability, the parent(s) shall be notified in writing and have one year from the receipt of written notification to provide remedial instruction.
 Continuation in the home education program shall depend upon the student's educational progress at the end of the one year probationary period.
- 2. Home education families are to provide written notice to the Superintendent's office of an address change or of their intention to terminate the home education program.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1000.21, 1001.41, 1001.43, 1002.01, 1002.41, F.S.

HISTORY:

Adopted: 1.00

Revision Date(s): 11.01, 11.02, 2.06, 8.19

Formerly:

Gilchrist County school board Check Summary

05.19.02.00.00-11.7-010033 3apckp08.p

Check Number Vendor Name AFLAC GROUP 87007

Check Date Invoice Description

07/09/2019 Payroll accrual Payroll accrual

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GILCHRIST COUNTY SCHOOL DISTRICT TRANSMITTAL FORM

Date: 5/30/19	Nature of Contract/Item: Gilchrist County Sheriff's Office Cooperative Agreement
Originated by: Dr. Surrency	Return Date:
[] Yes [] No	Board Attorney Signature:
Comments:	
	Financial Services
[] Yes [] No Comments:	Signature:
	Assistant Superintendent
[] Yes [] No Comments:	Signature:
	Elementary/Secondary Education
[] Yes [] No [] Yes [] No Comments:	Signature:(Elem Ed) Signature:(Sec Ed)
[9 Yes [] No	Special Programs Signature:
Comments:	
	Support Services/Other
[] Yes [] No	Signature:
Comments:	
[] Yes [] No	Superintendent Signature:
Comments:	

Board Approval Date:

COOPERATIVE AGREEMENT WITH GILCHRIST COUNTY SHERIFF'S OFFICE

THIS AGREEMENT, made this 2019 by and between the SCHOOL BOARD OF GILCHRIST COUNTY, FLORIDA (hereinafter referred to as "School Board") located in Gilchrist County, Florida and GILCHRIST COUNTY SHERIFF'S OFFICE (hereinafter referred to as "SHERIFF'S OFFICE"), of 9239 South US 129 / Trenton, Florida 32693.

WITNESSETH:

I. PURPOSE OF THIS AGREEMENT:

- A. The School Board and the Sheriff's Office are mutually committed to cooperate in the development of programs designed to provide an educational service to minors who have not graduated from high school and eligible students with disabilities under the age of 22 who have not graduated with a standard or equivalent diploma who are detained in Gilchrist County Jail. Because each agency has specific statutory responsibilities and resources to provide for the needs of these minors, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured. The Superintendent of the School Board and the Sheriff's Office hereby pledge to develop and support educational initiatives that will facilitate the more effective and efficient delivery of services for minors detained in Gilchrist County Jail.
- B. The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's Educational Statutes and Rules, the School Board is the responsible agency and exercises general authority over all educational programs within the county.
- C. This Agreement also ensures that the School Board and the Sheriff's Office shall cooperatively plan for the provision of education to all minors who are eligible and in need of such services.

II. JOINT ROLES AND RESPONSIBILITIES:

- A. The Sheriff's Office and the School Board agree that stated purposes can be achieved only through communication and provision of educational services to these youths.
- B. To accomplish this goal, the agencies mutually agree to:
 - Assign staff to exchange pertinent information regarding youth under the age of 22 assigned to jail.
 - 2. Monitor and effectively implement State legislation as mandated in Section 1001.42(4)(n), Florida Statutes.
 - 3. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.
 - 4. Disseminate this Agreement to appropriate personnel in each agency.
 - Employ personnel that will comply with guidelines established by each agency.

III. THE SHERIFF'S OFFICE AGREES TO:

- A. Establish procedures for informing the School Board when a youth under the age of 22 is assigned to the jail.
- B. Provide a classroom space, including utilities and maintenance to house the educational program.
- C. Provide protection to the School Board personnel assigned to the facility during classroom activities.
- D. Provide specific procedures for out-of-control students.
- Appoint an individual to have primary responsibility for implementing this Agreement.

IV. THE SCHOOL BOARD AGREES TO

- A. Provide a free appropriate public education for students incarcerated at Gilchrist County Jail, consistent with all State and Federal rules, regulations and laws.
- B. Furnish all books and supplies for inmates.
- C. Implement an educational program that meets the individual needs of eligible youth placed in Gilchrist County Jail.
- D. Employ and supervise qualified instructional staff to provide the educational program.
- E. Participate in any communication between Gilchrist County Jail and incarcerated youth required to maintain the educational program.
- F. Coordinate all activities leading to the identification of and educational services for eligible students with disabilities.
- G. Maintain educational records, including all required Exceptional Student Education records.
- H. Issue required progress reports and report cards as designated in the school calendar.
- 1. Appoint an individual to have primary responsibility for implementing this Agreement.

V. CONFIDENTIALITY

EACH AGENCY will protect the rights of eligible students detained in the Gilchrist County Jail with respect to records created, maintained and used by public institutions within the state. It is the intent of the Agreement to ensure that parents, students and clients have the rights of access, the rights of challenge and the rights of privacy with respect to records and reports, and that applicable laws and regulations for these rights shall be strictly adhered to. Necessary information will be shared among the agencies.

VI. INTERAGENCY DISPUTES

IN INSTANCES of interagency conflict, differences shall be resolved in accordance with the following Mediation or conflict Resolution Procedures:

- A. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal and policy grounds.
- B. A written response, which includes, proposed solutions to the conflict shall be provided by staff from the receiving agency within forty-five (45) days of receipt of the notice of conflict.
- C. Upon resolution of the conflict, a joint communiqué, so indicating, will be developed and disseminated by a representative from each agency.
- D. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.
- E. Upon resolution of the conflict, a joint communiqué, so indicating will be developed and disseminated by each agency head.
- F. Should further action be required, a report from both agencies will be submitted to the State agency heads for a resolution.
- G. A written response, which includes proposed solutions to the conflict, shall be provided by the head of the receiving agency within forty-five (45) days of receipt of the notice of conflict.

VII. TERMS OF AGREEMENT; RENEWAL; MODIFICATION

THIS AGREEMENT shall become effective on the 1st day of July, 2019 and shall continue in effect through the 30th day of June, 2020. Renewal or modification of this agreement shall be made only in writing, and by the written consent of both parties. Any such written renewal or modification shall be attached to this initial agreement, and shall be dated and signed by both parties. The terms of this agreement may be canceled by a thirty (30) day written notice by either party to the other.

- VIII. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549,
 Debarment and Suspension, and implemented at 34 CFR, Part 85, for prospective participants in primary
 covered transactions, as defined at 34 CFR, Part 85, Section 85.105 and 85.110:
 - A. The supplier (contractor) certifies that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by a Federal department or agency;
 - 2. Have not within a three (3) year period preceding in this RFBP been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violations of Federal or State antitrust statutes or commission of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of paying Federal funds or will pay Federal funds by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a grant, the entering into any cooperative agreement, and the extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.
 - 4. Have not within a three (3) year period preceding this RFBP had one or more public transactions (Federal, State or Local) terminated for cause or default.

IX. NOTICE REQUIREMENT:

NOTICES required or authorized under this agreement shall be sent by certified or registered mail, return receipt requested to:

For School Board:

Rob Rankin, Superintendent

Gilchrist County School Board

310 NW 11th Avenue Trenton, Florida 32693 Telephone: (352) 463-3200

For Sheriff's Office:

Robert D. Schultz, III, Sheriff

9239 South US 129 Trenton, Florida 32693 Telephone: (352) 463-3410 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BY: D. DEEN LANCASTER, CHAIR ATTEST: ROB RANKIN, SUPERINTENDENT AND SECRETARY TO THE BOARD WITNESS ROBERT D SCHULTZ, III, SHERIFF