

FLORIDA SCHOOL BOARDS ASSOCIATION, INC

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TALLAHASSEE

MEMORANDUM

July 21, 2014

TO: Cathy Schroeder, Agency Clerk, Florida Department of Education

FROM: Wayne Blanton, Executive Director
Ruth Melton, Director of Government Relations

SUBJECT: Comments Regarding Proposed Revisions to Administrative Rule 6A-6.0786 – Model Forms for Charter School Applicants and Sponsors

The Florida School Boards Association (FSBA) is opposed to the concept of a standard charter school contract or any other effort that would limit the autonomy of school boards to negotiate the specific terms of a charter school agreement. We view this as an unconstitutional encroachment on the school board's authority to operate, supervise, and control all public schools within the school district (as provided in Article IX, Section 4) and an encroachment on the prohibition on enacting laws impairing the obligation of contracts (as provided in Article I, Section 10). Perhaps more important than these constitutional concerns, a standard contract ignores Florida's diversity and stifles innovation which, in turn, diminishes the educational opportunities for Florida's students. Therefore, it is important to stress that FSBA does not support the creation or implementation of a standard charter school contract and we believe that no amount of tinkering to a standard contract will render it acceptable for use on a statewide, or even district-wide, basis. However, we understand that the Florida Department of Education (FDOE) is required to develop, and the State Board of Education is directed to adopt, revisions to Rule 6A-6.0786 to conform with the provisions of enacted legislation calling for the development and use of a standard charter school contract. We recognize the immense challenge FDOE faces in crafting a Rule and standard contract that can meet constitutional requirements and not compromise innovative educational opportunities. While FSBA remains opposed to the concept of a standard contract, we offer our recommendations in the spirit of assisting FDOE with this difficult task.

With regard to the proposed revisions to the Rule itself, we are heartened to note that the revisions indicate that deletions and additions to the standard contract can be accommodated before negotiations begin. This shows that FDOE recognizes that an unmodifiable standard contract would not be workable. With regard to the standard contract, in the interest of brevity, FSBA endorses the specific recommendations for amendment to the contract that were submitted by Joy Frank, General Counsel of the Florida Association of District School Superintendents, in her memorandum to you dated July 20, 2014. From among these recommendations, we highlight a few that we believe are of particular importance:

- Page 2, lines 52 - 55
This provision states that the Application constitutes a part of this contract, but, in the event of any conflict between the application and any other provision of the Charter, the Charter provision shall control. We believe the charter contract or application should be re-opened upon request of either party.

- Pages 3-5, lines 124 - 220
These pages list various reasons for termination or non-renewal of a Charter. While the list is extensive, it is not all inclusive of all the specific bases for termination set forth in statute. Although lines 140-141 state that the basis for termination “may include, but is not limited to” those listed, other, existing, good causes should be included.
- Page 11, lines 449 - 450
This states that the School may provide enrollment preferences. Any enrollment preferences should be specifically described in the Charter and consistently referenced in related sections of the Charter – such as on page 12, lines 499 - 500.
- Pages 14 - 16, lines 594 - 677
This section, relating to exceptional students and related due process hearings, should be carefully reviewed to correct inconsistencies and provide clarification. For example, education plans for 504 students is not fully addressed, details of the correct conduct of IEP meetings are incomplete, and the authority and cost of attorneys needs clarification.
- Pages 17 - 27, lines 748 - 1175
This section, relating to financial accountability, should include a provision authorizing the Sponsor to access School financial records in order to monitor the School's financial condition as required by statute.

As stated above, this memo highlights only our most significant concerns about the proposed revisions to Rule 6A-6.0786. Most of our remaining concerns are included in the memorandum from Ms. Frank. We appreciate the opportunity to comment on the proposed Rule revisions. Please feel free to contact us if you have any questions.

WB:RM/rhm