



Florida Charter School Contract Negotiations: District Considerations for Exceptional Student Education

Presented by the Florida Special Education
Collaborative in partnership with the
Florida Association of Charter School
Authorizers



Session Outcomes

- ▶ Shared understanding of the intent and “spirit” of charter contract requirements pertaining to exceptional student education (ESE)
- ▶ Shared understanding of district considerations in negotiating ESE specific contract language
- ▶ Shared understanding of how requirements align with addressing the needs of district students (AKA charter school students)



Intent of Contract Non-Negotiables



Intent of Contract Non-Negotiables

Intended “spirit” of non-negotiable contract elements:

- ✓ Ensures equity and access in enrollment and services for students with disabilities, and those suspected of having a disability
- ✓ Supports comparable service provision to that of traditional schools
- ✓ Clarifies role of district in IEP meetings for both parties
- ✓ Ensures requirements for prompt and timely initial evaluations at a minimum are clearly outlined for both parties
- ✓ Encompasses clarity for the use of administrative service fees incurred by school
- ✓ Establishes basis for roles during grievance procedures

* *Florida Standard Charter Contract Section 3: Students (H)*

Negotiable Content Breakdown



Distribution of Administrative Service Fees



Professional development related to IEP development,



Access to any electronic IEP system or forms,



Initial evaluation for IEP eligibility, and



Any other supports and services agreed to by both parties.

** Florida Standard Charter Contract Section 3: (1)*

Essential Elements of Negotiation Areas

1

Professional
Development
Related To IEP
Development

2

Access To
Electronic IEP
System Or
Forms

3

Initial
Evaluation For
ESE Eligibility

** 34 CFR §300.111; 34 CFR §300.301; & Rule 6A-6.0331, F.A.C.*

1

Professional
Development
Related To IEP
Development

Does the District have Specific Training to Offer Related to the Following:



The IEP system itself and use of district or system forms



Procedural compliance



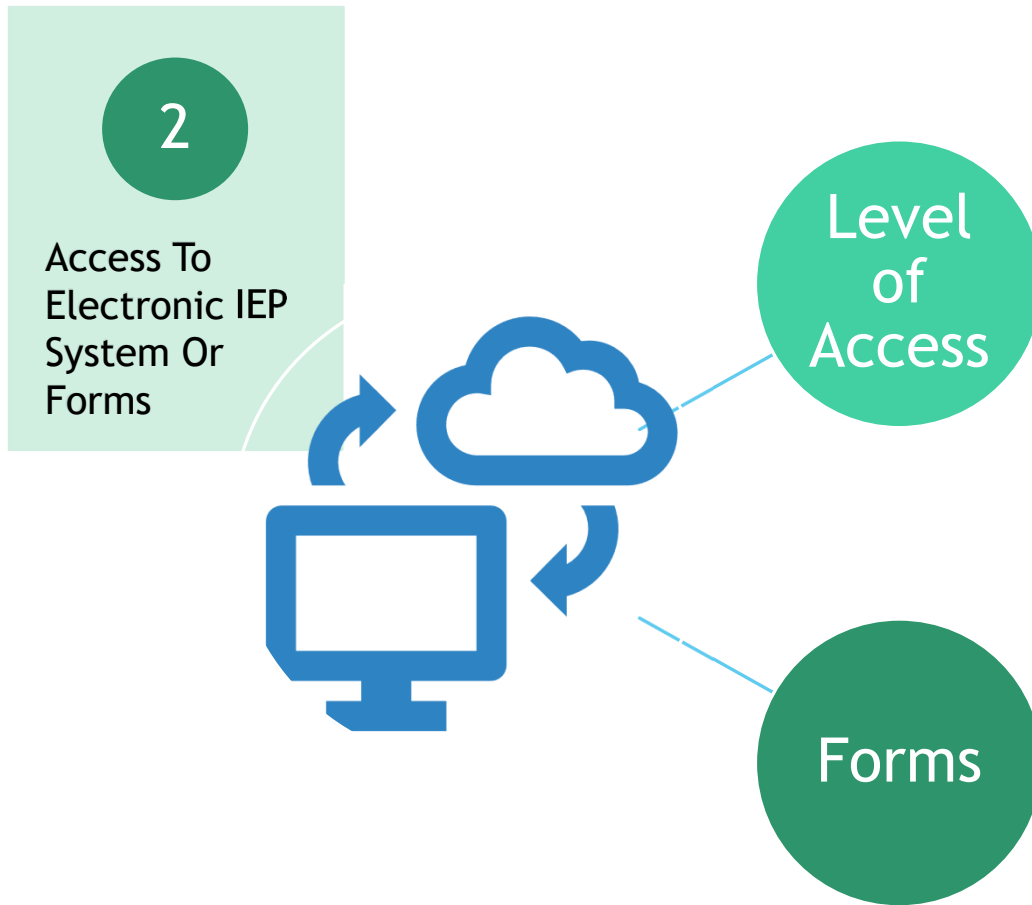
IEP meeting facilitation



Coordination between problem-solving meetings and initial evaluations and eligibility meetings



“Quality” IEP development



Consider the level of access needed for the school to view records, develop IEPs, and complete related processes either required by the district or the IEP system.

Does the district utilize any forms that were created internally or that are only available within an “intranet” or related system?

* 34 CFR §300.324; Rule 6A-6.03028, F.A.C.

3

Initial
Evaluation For
ESE Eligibility



Initial Evaluation

Ensure specificity regarding the district's role in the completion of timely initial evaluations



Re-evaluation

Consider responsible parties or district roles in the completion of reevaluations



Referral Process

Consider internal "referral" processes and how this may impact the process

**34 CFR §300.301; & Rule 6A-6.0331, F.A.C.; and 34 CFR §300.303*

Other Essential Issues

Serving in the role of local educational agency representative

- Why is this important?
- When does this matter?
- What circumstances?

Contracting with the district and outside providers

- Will the school contract with the district for any reason?

**34 CFR §300.321(a)(4); Rule 6A-6.03028 (2) & (3)(c)(5), F.A.C.; 34 CFR §300.34, & §300.209 (b)(i)*



Circumstances Involving Administrative Remedies

- ▶ Schools are to provide parents who wish to request a due process hearing or file a state complaint with the applicable forms to do so.
- ▶ Upon receipt of a due process request, the school is to forward the request to the district's ESE administrator and general counsel within the required timeframe.
- ▶ The district will be represented by legal counsel - the school may be represented by their own counsel at their discretion and cost.
- ▶ Final decisions related to legal strategy are made by the district's counsel in consultation with the school.
- ▶ The school is responsible for scheduling resolution meetings and/or mediation (with FDOE) in collaboration with the district.
- ▶ Due process costs are incurred by the school.

* *Florida Standard Charter Contract Section 3: Students (H)(4)*

Office for Civil Rights (OCR)

- ▶ If a complaint is filed with the Office for Civil Rights or any other governmental agency related to the school, within one school day, the district is to be notified and provided with any information received from the agency.
- ▶ The school is to work in collaboration with the district during any related investigations and/or proceedings.
- ▶ All associated costs are incurred by the school with the exception of those related to district violations.

* *Florida Standard Charter Contract Section 3: Students (H)(4)*

Student Discipline Policies & Procedures

- ▶ The school is to implement the discipline policies as described within the approved charter application.
- ▶ This includes discipline procedures related to students with disabilities.
- ▶ The school is not permitted to withdraw a student involuntarily for poor academic performance or for the majority of disciplinary infractions - this is of particular importance for all students - especially students with academic and behavioral needs related to disabilities.

** Florida Standard Charter Contract Section 3: Students (K) & (L); 34 CFR §300.530; & Rule 6A-6.03312, F.A.C.*

Examples of Proposed Language Changes Provided by Florida Districts

- ❑ Changes in due process procedures
- ❑ Roles of district staff in individual educational plan meeting participation (i.e., district staff participates in initial eligibility and annual meetings, not every IEP and reevaluation meeting)
- ❑ ESE representative is present at IEP meeting when placement needs are being considered/other placement options outside of the charter school
- ❑ At a minimum, all charter administrators must hold a Florida teaching certification
- ❑ Language regarding the continuum of services, district forms, timelines, etc.



Other Supporting Contract Requirements

At a minimum, relevant requirements within Florida's Standard Contract pertaining to all students are below. Charter schools must:

Establish anti-discrimination policies and practices.	Participate in the district's plan for mental health assistance allocation.	Achieve racial and ethnic balances and ensure students with disabilities and English Language Learners are not discriminated against.	Conduct recruiting and outreach across communities.	Follow record retention, confidentiality, and transmittal requirements.
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* Florida Standard Charter Contract Section 3: Students (A),(B),(G),(H)

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Considerations

Considerations for Both Parties

- ▶ Ensure negotiated language is reasonable and reasonably specific.
- ▶ Ensure both parties play an active role in a collaborative negotiation process.
- ▶ District may not require more of a charter school than its traditional schools - set comparable standards.
- ▶ Ensure negotiations are from the mindset of serving all students - charter school students are district students.
- ▶ Ensure the role of LEA is clearly understood and how staff will be trained.
- ▶ Ensure the who and what of evaluations are clear to both parties.

Considerations for Both Parties

- ▶ Provides the basis for establishing an agreement between charter schools and authorizers (districts)
- ▶ Additional language and specificity may be negotiated to further specify the contractual relationship between both parties.
- ▶ All language should be reasonable.
- ▶ Authorizers/districts should not hold charter schools to a higher expectation than traditional schools.
- ▶ Language changes should foster a shared understanding of both parties' role.

Memorandum of Understanding

- Colorado Charter School Institute and respective charter schools enter into a Memorandum of Understanding
- Allows more flexibility to make changes as both parties see fit
- Further details roles and responsibilities of both parties pertaining to special education specifically



