

THE FLORIDA DEPARTMENT OF EDUCATION
CHARTER SCHOOL APPEALS COMMISSION

Technical Assistance Paper

APPEAL OF FUTURE LEADERS ACADEMY FOR ARTS & SCIENCE
NON-RENEWAL OF CHARTER CONTRACT

APPLICANT: FUTURE LEADERS ACADEMY FOR ARTS & SCIENCE

SCHOOL BOARD: SCHOOL BOARD OF MARION COUNTY

INTRODUCTION

On March 8, 2005, the District School Board of Marion County (hereinafter, "School Board") voted to deny the application for a five-year charter contract renewal made by Future Leaders Academy for Arts & Science (hereinafter, "Appellant" or "Charter School"). Additionally, at that same meeting the School Board also voted against renewal of the Appellant's charter contract for a one-year term.

On March 22, 2005, the School Board delivered to the Charter School a letter dated March 21, 2005 delineating the action taken by the School Board at the March 8, 2005 meeting and the Charter School's right to request an informal hearing on the matter.

The Charter School requested and was granted an informal hearing on April 27, 2005. The School Board affirmed its earlier decision not to renew the Charter School's contract and on May 6, 2005 a letter dated May 3, 2005 was delivered to the Charter School informing it of the affirmation of their earlier decision.

On June 6, 2005 the Charter School filed an appeal with the Florida Department of Education (hereinafter, the "Appeal") and on July 6, 2005 the School Board filed an answer brief (hereinafter, the "Answer") with the Florida Department of Education.

There are three issues in dispute. Based upon the available evidence presented by the parties, the following is a summary of the research findings in relation to the issues raised.

ISSUE ONE:

WHETHER THE FILING OF THE APPEAL BY THE APPELLANT WAS TIMELY IN ACCORDANCE WITH FLORIDA STATUTE §1002.33(8)(C).

- The record indicates that the Appeal was filed with the Florida Department on June 6, 2005. The School Board's notice (after the informal hearing and reconsideration) was received by the Appellant on May 6, 2005.
- School Board states that the filing of the Appeal was untimely as it was filed after 14 calendar days following the date the Charter School received notice of the School Board's reaffirmation of its election not to renew the charter contract.
- Florida Statute §1002.33(8)(c) provides the following (emphasis added):

At least 90 days prior to renewing or terminating a charter, the sponsor shall notify the governing body of the school of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the school's governing body may, within 14 calendar days after receiving the notice, request an informal hearing before the sponsor. The sponsor shall conduct the informal hearing within 30 calendar days after receiving a written request. *The charter school's governing body may, within 14 calendar days after receiving the sponsor's decision to terminate or*

refuse to renew the charter, appeal the decision pursuant to the procedure established in subsection (6).

ISSUE TWO:

WHETHER THE SCHOOL BOARD HAD GOOD CAUSE TO DENY RENEWAL OF THE CHARTER ON THE GROUND THAT THE CHARTER SCHOOL PROVIDED ADEQUATE STUDENT ACADEMIC ADVANCEMENT.

- Appellant states that it has systematically worked and succeeded in improving student test scores in reading despite a lack of support from the School Board.
- Appellant states that the School Board has a “propensity and affinity” for sabotaging and negatively impacting the academic success of the Charter School and its students.
- Appellant states that the students it serves have had a higher mobility rate and higher rates of retention and behavior problems than the average student population of Marion County, thus making comparisons with other Marion County schools difficult.
- Appellant states that the School Board purposely failed to provide the Charter School with necessary educational support, including disrupting testing resulting in students being distracted at critical times.
- School Board states that the Charter School failed to meet the mandate set forth in F.S. §1002.33 of effectively implementing a program to meet the needs of low-performing students.
- School Board states that the Charter School failed to meet the statutory requirement of promoting enhanced academic success.
- School Board states that the Charter School failed to meet the Sunshine Standards as required by Florida Statute.
- School Board states that the Charter School failed for two consecutive years to meet the minimum progress goals under the federal No Child Left Behind Act.
- School Board states that the Charter School’s students actually performed at lower levels based on standardized testing than when they had been in schools prior to attending the Charter School.

ISSUE THREE:

WHETHER THE SCHOOL BOARD HAD GOOD CAUSE TO DENY RENEWAL OF THE CHARTER ON THE GROUND THAT THE CHARTER SCHOOL WAS FINANCIALLY UNSTABLE.

- Appellant states that in all of the audits from fiscal years 2002, 2003 and 2004, there were no issues of non-compliance found.
- Appellant states that the School Board changed its decision to provide transportation for the Charter School's students on the day before classes began for the 2002 – 2003 school year, causing the Charter School to incur an unbudgeted expenditure of approximately \$45,000.
- Appellant states that it suffered a loss of students and financial harm when the superintendent for the School Board closed the Charter School without notice one day prior to the start of the 2004 – 2005 school year for failure to provide the necessary proof of insurance. Proof of insurance coverage was provided to School District personnel after that date.
- Appellant states that due to the negative press promulgated by the School Board over the years, the Charter School lost various funding sources.
- School Board states that the Charter School's application for charter renewal included an unrealistic budget and insufficient financial information to adequately demonstrate financial efficiency and accountability.
- School Board states that the Charter School had negative fund balances in fiscal years 2002, 2003, and 2004 averaging \$25,069, and an unaudited negative fund balance of \$15,385 as of February 2005.
- School Board states that the Charter School is incapable of meeting its projections for full-time equivalent students and, consequently, the School Board projects that the Charter School will incur a loss of revenue of approximately \$76,000 per year.
- Appellant states that the School District made arbitrary, capricious and discriminatory decisions designed to negatively impact the Charter School's finances, public image and student enrollment.
- School Board states that it acted within the bounds of the law and its obligations as a sponsor of the Charter School.

ISSUE FOUR

WHETHER THE CHARTER SCHOOL IS ENTITLED TO BE AWARDED REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS.

- The Appellant states that because the School Board's decision not to renew the Charter Contract was without basis in law or fact, the Charter School should be awarded compensation for its legal costs and expenses.
- The School Board states that there is no basis in law for such recovery and cites Price v. Tyler, 890 So.2d 246, 251 (Fla 2004) as the established rule in Florida that each party in an action is responsible for its own attorneys' fees unless a contract or statute provides otherwise.