SUBJECT: INITIAL READING: PROPOSED AMENDMENTS TO POLICIES 5610, SUSPENSION AND EXPULSION OF STUDENTS; 9270 HOME EDUCATION; 9800, CHARTER SCHOOLS; AND 7310, DISPOSITION OF SURPLUS PROPERTY

COMMITTEE: PERSONNEL, STUDENT, SCHOOL & COMMUNITY SUPPORT

LINK TO STRATEGIC BLUEPRINT: SAFE, HEALTHY & SUPPORTIVE LEARNING ENVIRONMENT

Consistent with the Board’s statutory responsibility to periodically review and update its policies to conform to legislative changes and District practices, authorization is requested for the Superintendent to initiate rulemaking to amend several Board policies as outlined below. Most of these amendments have been recommended by NEOLA, Inc., the Board’s policy consultant, or are being recommended to reflect current District practice, and all have been drafted in collaboration with, and reviewed by, the Superintendent, Cabinet, and District staff of the departments that will implement them.

Proposed amendments to Board Policy 5610, Suspension and Expulsion of Students, simply updates the policy to reflect the District’s alternatives to outdoor suspension include Student Success Centers. Policy 9270, Home Education, is proposed to be amended to include the statutory revisions to the home education enrollment process in Section 1002.41, F.S.

Policy 9800, Charter Schools, was last amended in 2014. Since that time, there have been statutory changes primarily in Section 1002.33, F.S., and others that the proposed amendments seek to incorporate. The changes include revisions to the statutory charter application deadline, use of the state standard contract and District negotiation process, additional allowable deferrals for charter school opening, schools of hope establishment and contract process, Title I changes, capital outlay process changes, changes to the termination and non-renewal appeal processes, and other minor technical updates. Policy 7310, Disposition of Surplus Property, is proposed to be amended to include the statutory mandate in Section 1002.33(18)(e) that District facilities and tangible property that are identified as surplus, marked for disposal, or otherwise unused must be made available to charter schools on the same basis as they are made to other District schools.
Attached are the Notice of Intended Action and policy amendments. Changes are indicated by **underscoring** words to be added and **striking through** words to be deleted.

Authorization of the Board is requested for the Superintendent to initiate rulemaking proceedings in accordance with the Administrative Procedure Act to amend Board Policies 5610, *Suspension and Expulsion of Students*; 9270, *Home Education*; 9800, *Charter Schools*; and 7310, *Disposition of Surplus Property*.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to initiate rulemaking proceedings in accordance with the Administrative Procedure Act to initiate rulemaking proceedings to amend Board Policies 5610, *Suspension and Expulsion of Students*; 9270, *Home Education*; 9800, *Charter Schools*; and 7310, *Disposition of Surplus Property*. 
NOTICE OF INTENDED ACTION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, announced on February 13, 2019, its intention to amend Board Policies 5610, Suspension and Expulsion of Students; 9270, Home Education; 9800, Charter Schools; and 7310, Disposition of Surplus Property, at its regular meeting of April 17, 2019.

PURPOSE AND EFFECT: Proposed amendments to Board Policy 5610, Suspension and Expulsion of Students, simply updates the policy to reflect the District’s alternatives to outdoor suspension include Student Success Centers. Policy 9270, Home Education, is proposed to be amended to include the statutory revisions to the home education enrollment process in Section 1002.41, F.S.

Policy 9800, Charter Schools, was last amended in 2014. Since that time, there have been statutory changes primarily in Section 1002.33, F.S., and others that the proposed amendments seek to incorporate. The changes include revisions to the statutory charter application deadline, use of the state standard contract and District negotiation process, additional allowable deferrals for charter school opening, schools of hope establishment and contract process. Title I changes, capital outlay process changes, changes to the termination and non-renewal appeal processes, and other minor technical updates. Policy 7310, Disposition of Surplus Property, is proposed to be amended to include the statutory mandate in Section 1002.33(18)(e) that District facilities and tangible property that are identified as surplus, marked for disposal, or otherwise unused must be made available to charter schools on the same basis as they are made to other District schools.

SUMMARY: Consistent with the Board’s statutory responsibility to periodically review and update its policies to conform to legislative changes and District practices, amendments are being proposed to several Board policies. Proposed amendments to Board Policy 5610, Suspension and Expulsion of Students, simply updates the policy to reflect the District's alternatives to outdoor suspension include Student Success Centers. Policy 9270, Home Education, is proposed to be amended to include the statutory revisions to the home education enrollment process in Section 1002.41, F.S.

Policy 9800, Charter Schools, is proposed to be amended to include statutory revisions in Section 1002.33, F.S. to the statutory charter application deadline, use of the state standard contract and District negotiation process, additional allowable deferrals for charter school opening, schools of hope establishment and contract process. Title I changes, capital outlay process changes, changes to the termination and non-renewal appeal processes, and other minor technical updates. Policy 7310, Disposition of Surplus Property, is proposed to be amended to include the statutory mandate in Section 1002.33(18)(e) that District facilities and tangible property that are identified as surplus, marked for disposal, or otherwise unused must be made available to charter schools on the same basis as they are made to other District schools.

SPECIFIC LEGAL AUTHORITY UNDER WHICH RULEMAKING IS AUTHORIZED: 1001.41 (1), (2), (3), (4), (5); 1001.42 (8), (17); 1001.43 (1), (4), (8); 1002.33; 1006.07(1)(a), F.S.

LAWS IMPLEMENTED INTERPRETED OR MADE SPECIFIC: 1002.33; 1002.3305; 1002.331; 1002.332; 1002.333; 1002.334; 1002.41(b); 1006.07(1)(a); 1013.28; F.S.; SBE Rules 6A-1.0998271, 6A-6.0786, F.A.C.

IF REQUESTED, A HEARING WILL BE HELD DURING SCHOOL BOARD MEETING OF April 17, 2019, which begins at 1:00 p.m., in the School Board Auditorium, 1450 N.E. Second Avenue, Miami, Florida 33132. Persons requesting such a hearing or who wish to provide information regarding the statement of estimated regulatory costs, or to provide a proposal for a lower cost regulatory alternative as provided in Section 120.54(1), F.S., must do so in writing by March 12, 2019, to the Superintendent, Room 912, at the same address.

ANY PERSON WHO DECIDES TO APPEAL THE DECISION made by the School Board of Miami-Dade County, Florida, with respect to this action will need to ensure the preparation of a verbatim record of the proceedings, including the testimony and evidence upon which the appeal is to be based. (Section 286.0105, Florida Statutes)

COPIES OF THE PROPOSED AMENDED POLICIES are available at cost to the public for inspection and copying in the Citizen Information Center, Room 102, 1450 N.E. Second Avenue, Miami, Florida 33132.
SUSPENSION AND EXPULSION OF STUDENTS

Suspension and expulsion are the most severe sanctions and cannot be imposed without due process. Prior to the use of suspension, the administrator should consider less restrictive alternatives such as Alternative Education Settings (AES) which include the School Center for Special Instruction (SCSI) and Student Success Center (SSC). Students assigned to SCSI and SSC must be afforded the opportunity to complete classwork. Students with disabilities must continue to receive a Free Appropriate Public Education (FAPE) while assigned to SCSI.

No student is to be suspended, expelled, or excluded from an activity, program, or a school unless his/her behavior represents misconduct as specified in the Code of Student Conduct (CSC), Policy 5500. The CSC shall also specify the procedures to be followed by school officials. In addition to the procedural safeguards and definitions in this policy and the CSC, the procedures in Policy 2460 shall apply to students identified as disabled under the IDEA and/or Section 504 of the Rehabilitation Act of 1973.

Definitions

A. "Suspension" shall be the temporary exclusion of a student from the District’s program for a period not to exceed ten (10) school days.

B. "Expulsion" shall be the exclusion of a student from a traditional school for the number of school days remaining in the school year in which the incident that gives rise to the expulsion takes place and one (1) additional school year.

Suspension from School or From Riding School Bus

A. When a student’s actions violate law, School Board policies, or school rules, the student may be suspended by the Principal. A student who is suspended shall not be allowed to attend his/her regular classes or school-sponsored activities for a prescribed number of days not to exceed ten (10). The Principal may suspend a student from riding the school bus for a prescribed number of days not to exceed ten (10). Parents of students suspended from the school bus have the obligation to provide transportation to and from school. If bus transportation is a related service on a student’s Individualized Education Plan (IEP), a bus suspension must be counted towards the ten (10) days of suspension. Outdoor suspension criterion are located in the CSC.
B. A teacher shall not suspend a student from school or class, nor shall a bus driver suspend a student from riding a school bus.

C. The Superintendent may suspend a student from any or all co-curricular or extra-curricular activities for violations of the CSC. The length of suspension shall be determined according to the CSC. Additionally, a manifestation determination meeting may be required for students with disabilities, depending on the number of days of suspension given (Policy 2460).

D. Prompt notice of a suspension shall be given by telephone to the student's parent if possible. Formal written notification to the student's parent shall be initiated within twenty-four (24) hours of the time the student is informed of the suspension.

E. Except in the event of emergencies or disruptive conditions which require immediate suspension or in the case of a serious breach of conduct that is defined as willful disobedience, open defiance of authority of a member of the school staff, violence against persons or property, or any other act which substantially disrupts the orderly conduct of the school, all out-of-school suspensions shall not begin prior to the beginning of the next school day following the infraction unless the parents have been notified.

F. Prior to the suspension, the student shall be given an informal and impartial hearing before the Principal and shall be informed of the charge(s) against him/her which may result in suspension. If the student denies the charge(s), s/he shall be given an explanation of the evidence, an opportunity to present his/her version of the case, and notification of the action taken by the Principal. In cases of extremely disruptive or dangerous behavior, persons or groups involved may be immediately suspended and ejected from the school campus without a prior hearing. In such instances, each student shall be afforded an informal hearing before the Principal prior to the expiration of suspension. Students are not entitled to full procedural rights that the law guarantees to students who are recommended for expulsion or are defendants in criminal cases. At suspension hearings, students are not:

1. entitled to the presence of an attorney;

2. allowed to confront or cross-examine witnesses;
3. allowed to record mechanically, or have a court reporter record the proceedings unless the Principal has elected to record or report the hearing verbatim.

If the parent(s) feel that the child has not been afforded a fair hearing at the school, they may request a review by the Region Superintendent. The appeal may consist of a review of the previous hearing, with a ruling on the facts and the validity of the suspension, or the hearing may be reconvened by the Region Superintendent or designee for additional testimony that may be deemed necessary in making a final decision.

G. The Principal shall determine, in consultation with teachers, when appropriate, whether the student should be given the opportunity to make up school work and course requirements missed while absent due to out-of-school suspension. If this privilege is given, the student shall have a reasonable amount of time, up to five (5) school days comparable to the days of suspension, following the suspension to complete the school work missed and shall do so on his/her own initiative. Failure to make up all written assignments missed during the approved time frame of suspension will result in the student being given the academic grade of “F” for those written assignments. Under no circumstances are teachers required to make special provisions to comply with this procedure. Upon completion of the make-up work, the student should submit the work to the teacher. The teacher must grade and record the make-up work as it is received. For students in exceptional education classes, refer to the Exceptional Student Education Policies and Procedures (SP&P) Policy 2460.

H. The Superintendent may grant to a Principal the authority to waive mandatory suspension policies.

**Expulsion/Administrative Assignment**

A. A Principal may recommend expulsion of a student to the Superintendent. The Principal shall provide the Superintendent an adequate history of the student’s actions and alternative measures taken relevant to the recommendation. When the Superintendent makes a recommendation for expulsion to the Board, written notice shall be given to the student and his/her parent of the recommendation and charges and advising the student and parent of their right to due process. Offenses requiring the recommendation for expulsion are located in the CSC.
B. Upon receipt of a recommendation for expulsion from the Principal, the Superintendent may make an administrative assignment in lieu of expulsion or a Work Back in Lieu of Expulsion program.

C. For students in exceptional student education, refer to Exceptional Student Education Policies and Procedures (SP&P), Policy 2460.

D. All students who are recommended for expulsion shall undergo screening to determine if they qualify for exceptional education programs.

E. A student who has been suspended or expelled by another district temporarily may be assigned to an alternative school for the same length of time as imposed by the other district.

F. The informal hearing at the school level shall be conducted by the Principal. If available, the student shall be given an opportunity to be heard at this hearing. At the conclusion of the hearing, the Principal will reaffirm the suspension and recommendation for expulsion, or, based upon consideration of the facts and circumstances explained at the hearing, will advise the parent of the school’s intention to withdraw the request for expulsion and take some alternative action.

G. The parent shall be informed that, prior to any Board action being taken on the expulsion or administrative assignment, they will be given the opportunity to request a hearing before an impartial hearing officer. Prior to a formal hearing, the parent will be offered an appeal conference with a representative from School Operations/Alternative Education.

H. Students with disabilities who are expelled are entitled to a Due Process Hearing with the Florida Division of Administrative Hearings. However, during the course of litigation, the student’s placement is at the alternative school. Students with disabilities must continue to receive FAPE while assigned to an alternative school. Refer to the Exceptional Student Education Policies and Procedures (SP&P) Policy 2460.
1 A copy of this policy is to be made available to students and parents upon request.
2 Key provisions of the policy should also be included in the CSC.

3 F.S. 1002.20, 1003.02, 1006.07, 1006.09
4 F.A.C. 6A-6.03312
5 18 U.S.C. Section 921
6 20 U.S.C. 8921

7 © MIAI-MIAMI-DADE 2010
HOME EDUCATION

Home education is a parent-directed educational option that satisfies the requirement for regular school attendance. All requests to educate a child in home-education program are to be submitted to the Superintendent.

The Superintendent shall develop and implement administrative procedures which ensure that, prior to approval of a home-education request, all requirements specified in the State Department of Education regulations have been met.

Academic placement of the child for the current school term will be made by the Office of Attendance Services based on previous school attendance or the same criteria as students entering the District for the first time.

Home education students may attend their home school to take classes to supplement the home education program.

Parents are responsible for transporting students in home education programs both to and from the public school providing the course(s) of interest. The school principal will establish the time and place for the arrival and departure of home education students accepted into the part-time program. All home education students who attend the District on a part-time basis are subject to the same rules and regulations as full-time students.

Home education students must be given the same opportunity to participate in interscholastic extra-curricular activities as public school students.

The District is not authorized to award a regular Florida high school diploma to home education students.

To establish a home education program a parent must:

A. send a written notice of intent to the District to operate a Florida Home Education Program and must include the full legal names, addresses, and birthdates of all children who shall be enrolled as students in the home education program;

B. the notice must be filed in the Superintendent’s office within thirty (30) days of establishment of the home education program;

B. complete the registration form;
C. maintain a portfolio of records, consisting of a log of educational
activities, writings, worksheets, workbook, and creative materials
used or developed by the student;

D. make the portfolio available for inspection by the Superintendent
upon a fifteen (15) day notice;

E. provide an annual educational evaluation for the student's
educational progress to the Superintendent;

F. preserve each student's portfolio for two (2) years;

G. submit a termination form upon removal from the home education
program or change of residence to another District.

Parents are responsible for the cost of textbooks. Instructional materials used in the
District may be purchased through the Florida School Book Depository.

F.S. 1001.41, 1002.01, 1002.41, 1003.21, 1006.15
CHARTER SCHOOLS

The School Board ("sponsor" or "Board") shall supervise and oversee all charter schools within Miami-Dade County.

Approved charter schools are public schools and shall receive goods and services from the sponsor as required by law and/or as specified through a separate contract with the sponsor.

This policy covers charter schools that are authorized by the School Board and established under terms specified in the following Florida Statutes, Sections:

- 1002.33 Charter Schools
- 1002.3305 College-Preparatory Boarding Academy Pilot Program for at-risk students
- 1002.331 High-performing charter schools
- 1002.332 High-performing charter school system
- 1002.333Persistently low-performing schools (Schools of Hope)
- 1002.34 Charter technical career centers

Application Procedure

A. Application Submission Guidelines

1. Draft Application

An applicant may submit a draft charter school application, using the most recent State model application form, on or before May 1st, with an application fee of $500.00, made payable to The School Board of Miami Dade County in the form of a cashier's check. The District will provide feedback on the application by July 1st but is not responsible for providing feedback on deficiencies resulting from changes in policies or law subsequent to review. The applicant shall submit any final application by the August 1st deadline pursuant to law and this policy.

12. Final Application

Final applications shall be submitted pursuant to the sponsor's application packet. Applications must be received by the sponsor no later than 4:30 p.m., on or before the annual submission deadline, August 1st. If the submission
Applications shall be submitted in accordance with the sponsor's application instructions. Applications must be received by the sponsor no later than 4:30 p.m., on or before the submission deadline.

Applications shall be submitted to:

Charter School Compliance and Support
1450 Northeast 2nd Avenue
Miami, Florida 33132

a. Individuals, organizations, institutions, and groups anticipating submission of an application are urged to contact the Office of Charter School Compliance and Support (CS CS) prior to submitting an application.

b. The sponsor and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.

c. Applicants must submit an application on the most current Model Florida Charter School Application template with any other forms, templates, or appendices required by the sponsor.

d. The applicant and sponsor may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.

e. Charter schools shall not use or bear the name of an existing traditional public, charter, or private/parochial school in Miami-Dade County.

f. The Board may deny an application submitted by a high-performing charter school if the sponsor demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the statutory criteria for a high-performing charter school.

2. Application Cycle

The sponsor shall receive and consider charter school applications received on or before February 1 of each
calendar year for charter schools to be opened 18 months later at the beginning of the District’s school year. The District’s school year is July 1 to June 30. Thus, for example, an application submitted between February 2, 2019 and February 1, 2020 would be considered for the 2020 Application Cycle for an opening during the 2021-2022 school year.

3. Opening Date

The initial opening date of a charter school may be (1) on the same opening date as the District’s opening date or (2) at a time determined by the applicant, which is during the beginning of the District’s school year. The beginning of the District’s school year is considered to be the time period between July 1 and September 30 of that same school year. If the calendar year for the charter school is mutually agreed to be different than that of the sponsor, reasonable processing fees may be assessed for applicable IT programming requirements.

B. Final Application Evaluation Process

1. The District shall review all final—applications using the current required evaluation instrument developed by the Florida Department of Education (FDOE) and may also review and consider additional information required by the sponsor.

2. The District shall evaluate timely final—applications as submitted. Applications cannot be amended and no documentation or unsolicited information will be accepted or considered after submission. However, the District shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or non-substantive corrections and clarifications of grammatical or typographical errors and to add missing signatures, if such errors are identified by the sponsor as cause to deny.

3. The sponsor shall deny any application (a) that does not comply with the statutory requirements and/or sponsor’s instructions for charter school applications; or (b) where the applicant has made a material misrepresentation or false statement or concealed an essential or material fact in the application and/or during the application evaluation process.

4. Additional Information
a. The sponsor shall solicit and consider information to evaluate the applicant’s ability to operate a charter school, such as: (1) history and background of individual applicants and/or founding governing boards and its individual members including, but not limited to, a demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform professional services; (2) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school; (3) desired location and facility information; (4) whether the applicant currently operates charter schools in Florida; and, (5) whether the proposed school will be a replication of an existing school design. A description of internal audit procedures and establishment of controls to ensure that the financial resources are properly managed must be included. This information shall be used to evaluate the applicant’s ability to operate a charter school and considered when recommending approval or denial of an application.

b. The applicant may provide evidence of prior experience in establishing and operating public charter schools. An applicant’s history of establishing and operating charter schools shall be considered when recommending approval or denial of an application.

c. If applicant is requesting to replicate a High Performing charter school, the applicant shall:

1) submit a copy of the required letter from the Commissioner of Education verifying High Performing Status of the school to be replicated;

2) provide evidence of substantial replication of the educational program of the existing High Performing school;

3) clearly articulate in the body of the application that the proposed school is being submitted as a replication under F.S. 1002.331 (3)(a); and

4) provide information substantiating that the applicant has not submitted a high performing replication application to any other school.
5. Technical Review - The technical review may involve initial review of applications that comply with the sponsor’s application instructions and recommendations to the Application Review Committee (ARC). If significant deficiencies are found, the application will not be reviewed by ARC but will be forwarded directly to the Superintendent with a recommendation for denial. Applications may also be rejected without review or action by the sponsor if they are in violation of the law.

a. The individuals conducting the technical review may include representatives from the following District departments, as deemed necessary by the sponsor, to properly review each application:

1) Assessment, Research and Data Analysis and Program Evaluation
2) Curriculum and Instruction/Academics and Transformation (including core subject areas, ELL, SPED, and Gifted)
3) Finance (including Budget, Accounting, Audit, and Risk Management)
4) School Operations (including Attendance, Food & Nutrition, and Transportation)
5) Facilities
6) Human Capital

b. Review by other departments may be required based on the type of application submitted.

6. Application Review Committee (ARC) - The purpose of this committee is to identify deficiencies in the written application, appendices, historical performance, and/or other areas that require clarification to fully evaluate the quality of the application or the capacity of the applicant to properly implement the proposed plan.

Applicants will be notified and requested to attend the review. The applicant shall have no more than three (3) individuals at the review who may participate in the process. Participation
means providing verbal responses directly to questions and/or concerns raised by committee members. At least one (1) founding governing board member shall be present and not more than a total of two (2) other individuals (i.e., consultants, lawyers, or management company representatives). Participation from other meeting attendees shall not be allowed.

The ARC may, at its sole discretion, evaluate the application without any additional input from the applicant if no founding governing board member of the charter school is available. The ARC may consider prior technical review comments and recommendations. By majority vote, the ARC shall make a recommendation to the Superintendent to approve or deny each application presented. All applications reviewed by the ARC will be submitted to the sponsor by the Superintendent with a recommendation for approval or denial.

a. The ARC shall include the Superintendent’s cabinet members or appropriate designees from the following areas of expertise:

1) School Operations
2) Assessment, Research and Data Analysis
3) Federal and State Compliance
4) Charter School Compliance and Support
5) Curriculum and Instruction, Academics and Transformation
6) Diversity Equity and Excellence Advisory Committee
7) Facilities
8) Financial Operations
9) Human Capital
10) Management and Compliance Audits (non-voting)
11) Exceptional Student Education
12) Bi-Lingual Education

b. The Superintendent shall designate the Chair, who will be a non-voting member except in the case of a tie.

c. A majority of the entire membership shall constitute a quorum. A quorum is required for any ARC recommendations.

C. Appeals of Application Denials

1. Pursuant to State law, if an application is denied, the sponsor shall, within ten (10) calendar days after the denial, articulate in writing the specific reasons for the denial, based upon good cause, and shall provide the letter of denial and supporting documentation to the applicant and the Florida Department of Education (FDOE). An applicant may appeal the Board’s failure to timely act upon, or denial of, an application pursuant to State Board of Education Rule F.A.C. 6A-6.0781. If the applicant is a municipality or a legal entity organized under the laws of this State, the decision to appeal must be made in a legally advertised public meeting with a quorum present. Official meeting minutes or an adopted resolution documenting the action and evidence of proper meeting notice must be submitted to the sponsor. The applicant shall also file the appeal with the Board clerk.

2. If a high-performing charter school application is denied, the District must, within ten (10) calendar days after the denial, articulate in writing the specific reasons based upon the statutory criteria and provide the notice of denial and supporting documentation to the applicant and the DOE. The applicant may appeal the denial directly to the State Board of Education pursuant to State law. If the sponsor fails to act on a charter application that is not high-performing within the statutory deadlines, the applicant may appeal the failure to act in accordance with the procedures above. If the sponsor fails to act on a high-performing charter application within the statutory deadlines, the application is deemed approved.
Charter Contract and Contract Negotiation Process

A charter school has no authority to operate until the terms and conditions for operation have been set forth and mutually agreed upon by the sponsor and applicant in a written contract called a charter. The Contract Review Committee (CRC) shall annually review and approve a standard contract that is consistent with this policy and State law which shall be used as the basis for all charters approved under this policy. CSCS will annually develop a standard contract that incorporates the state standard contract. Charter contracts will be negotiated using the sponsor’s standard contract in accordance with state law and State Board of Education rule. New charter contracts and any charter contract amendments that materially alter the CRC’s approved standard contract, if approved by the CRC and recommended by the Superintendent, shall be presented to the sponsor for final consideration.

A. Charter Contract Review Committee (CRC)

1. CSCS will negotiate the terms and conditions of the sponsor’s standard contract with the charter school applicant and provide the negotiated contract to the CRC for review and consideration. If the parties are unable to agree on the terms and conditions or the CRC recommends denial of the contract for other reasons, no recommendation shall be forwarded to the Superintendent. In that case, CSCS will notify the applicant in writing, and the charter applicant may then submit any dispute to the Florida Department of Education for mediation and/or the Division of Administrative Hearings (DOAH) in accordance with Section 1002.33(7)(a), (b), F.S.

The applicant shall have no more than three (3) individuals at the review who may participate in the process. Participation means providing direct responses to questions and/or concerns raised by committee members and actively negotiating terms of the agreement. At least one (1) governing board member shall be present and not more than a total of two (2) other individuals (i.e., consultants, lawyers, or management company representatives). Participation from other meeting attendees shall not be allowed.

2. The CRC shall include the Superintendent’s cabinet members or designees from the following areas of expertise:

   a. School Operations
   b. Assessment, Research and Data Analysis
   c. Federal and State Compliance
d. Charter School Compliance and Support

e. Curriculum and Instruction Academics and Transformation

f. Facilities

g. Financial Operations

h. Grants Administration

i. Human Capital

j. Management and Compliance Audits (non-voting)

The Superintendent shall designate the chair who will be a non-voting member except in the case of a tie.

A majority of the entire membership shall constitute a quorum. A quorum is required for any CRC recommendations.

3. Prerequisites for considering a contract or negotiating a contract:

a. Evidence of a proper legal structure (e.g., articles of incorporation, bylaws, municipal charter). The applicant shall be a not for profit organized pursuant to F.S. Chapter 617.

b. Actual location and evidence that a facility has been secured for the term of the charter pursuant to this policy.

c. If more than one school will operate on the site, the applicant shall identify the grade levels, number of students in each grade level and the total number of students enrolled in each school.

d. The sponsor may solicit additional information about the proposed facility from the landlord, mortgagee or appropriate jurisdictional agencies.

B. Request to Extend Negotiations/School Opening

1. The applicant and sponsor may mutually agree to extend the statutory timeline to negotiate and consider approval of the
charter contract for a period not to exceed one (1) year from
the approved opening date in the charter school application.
Requests shall be submitted to Charter School
Operations Compliance and Support, in writing, by an
authorized agent of the charter school, detailing the reason
for the requested extension. The decision whether or not to
extend the negotiation period or defer opening shall be at the
sole discretion of the sponsor.

2. If the statutory timeline to negotiate and enter into a charter
contract is extended and prior to resuming negotiations, the
applicant shall provide an updated budget, application and
any revisions necessitated by the delay. The term of the
contract shall be adjusted to reflect cancellation of one year of
the term.

3. The application shall be automatically rescinded, without
further action by the Board, if the applicant does not enter
into contract negotiations or open the school within: (1) the
timeframe specified by law, including allowable deferrals, or
(2) the date of extension which has been mutually agreed
upon in writing by both parties.

4. Unless extended pursuant to this policy, the applicant shall
open the charter school as specified in A(3) of this section at
the beginning of the sponsor’s next school year following the
approval of the charter school application, subject also to the
technical (15) day requirement for submitting required facilities
documentation in this policy.

5. An approved contract shall be automatically revoked, without
further action by the Board, if the applicant does not open the
school on: (1) the first day of school of the initial school year
indicated in the contract, or (2) the first day of the school year
indicated in the approved deferral, subject also to the
fifteen (15) day requirement for submitting facilities
documentation in this policy.

C. Initial Charter Contract

1. Initial contracts shall be for a term of four (4) or five (5) years,
unless a longer term is specifically required or allowed by law.

2. Contract Prerequisites

CRC shall not be scheduled until all required documentation
has been successfully submitted. No CRC shall be scheduled
after the sponsor's June Board meeting except at the sole discretion of the sponsor.

a. Evidence of a proper legal structure to support the school's governance and tax exemption status (e.g., articles of incorporation, bylaws, municipal charter, 501(C)3 determination letter). The applicant shall be a not for profit organization pursuant to F.S. Chapter 617.

b. Actual location and evidence that a facility has been secured for the term of the charter.

1) Facility Documentation

Leased Facility - Evidence for a leased facility may include, but is not limited to: (1) a fully executed lease agreement signed by the duly authorized member of the governing board reflecting the parties to the agreement, term, rental rate, any and all expenses that will be the responsibility of the charter school, cancellation provisions and any other terms and conditions impacting the usability or financial viability of the site, including, but not limited to, the master lease if the lease is with a sublessor; or (2) an original signed and dated letter of intent on letterhead stationery from the duly authorized entity able and willing to lease a location/facility to the charter school. Such letter is to include, but is not limited to, the address of the facility, folio number, date of availability, proposed tenant improvements and party responsible, proposed lease term (including options to extend), proposed rental rate for the initial term, and any other terms and conditions impacting the usability or financial viability of the site, including, but not limited to, the master lease if the lease is with a sublessor.

Purchased facility - Evidence for a purchased facility may include, but is not limited to, a copy of the recorded property deed showing ownership in the name of the charter school, and a current Opinion of Title for the parcel.
2) The sponsor may solicit additional information about the proposed facility from the applicant, landlord, facility, and/or property owner, mortgagee, or appropriate jurisdictional agencies.

3) If more than one (1) school will operate on the site, the applicant shall identify the grade levels, number of students in each grade level, and the total number of students enrolled in each school.

c. Evidence of sufficient demand and the demographics of the immediate area to support enrollment projections.

D. Charter Contract Amendments

1. There shall be no modification of any contractual provision(s) of the standard charter contract language, unless mutually agreed by both parties in writing. All amendments must be negotiated in compliance with the contract negotiation process. Unilateral modification made by the charter school is grounds for termination or non-renewal.

2. Amendments may be considered by the sponsor if either party can demonstrate that an amendment is necessary to protect the health, safety, or welfare of the students and/or the school has satisfactory academic performance, fiscal management, and operational compliance.

3. Unless otherwise specifically allowed by law, all contract amendment requests shall be submitted in writing to Charter School Support Charter School Compliance and Support by March 1st, by an authorized agent of the charter school. Only requests pertaining to the health, safety, or welfare of students will be considered after March 1st. The sponsor is not obligated to agree to any amendment requests unless required by law.

4. The charter school shall provide evidence of governing board approval for all requested amendments in the form of a governing board resolution or copy of official governing board meeting minutes the specially detail the governing board support and the amendment request.
5. At the sole discretion of the sponsor, additional information or documentation may be requested for consideration of any amendment request.

6. Any charter school seeking an amendment must demonstrate the following:
   a. success of the current academic program;
   b. achievement of its goals and objectives, related to accountability standards;
   c. viability of the organization and school;
   d. compliance with terms of the charter;
   e. written evidence from at least fifty-one percent (51%) of school parent households supporting each amendment request, including parent contact information;
   f. evidence that the school will continue serving the existing currently enrolled students without negative impact to that population; and
   g. a copy of the school’s most current Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments.

The sponsor may deny an amendment request if the legal entity that holds the charter has an approved application(s) for a charter school(s) that has not yet opened, has a charter school(s) that fails to demonstrate any of items (a) – (d), and/or are under investigation by any investigative authority.

The sponsor may also deny amendments that change the legal entity holding the contract and with whom the sponsor has initially contracted.

7. Additional Requirements for Specific Types of Amendment Requests
   a. Education Program Amendments

   Significant changes in the curriculum and changes in grade levels (except for high-performing charter schools) constitute a change in the educational program and shall require an amendment which may include submission of a revised charter school application pursuant to the initial application process.
Official written notification from the governing board must be provided to CSSCS by March 1st if the school intends to eliminate grade levels in the current contract.

Requests for such amendments shall include the following information and supporting documentation:

1) justification for change;

2) effective date of the change; and

3) evidence that financial implications, feasibility, facility, and student access issues have been addressed, including provision of required resources, staff, and materials.

A charter school designated as high-performing pursuant to State law shall notify the sponsor in writing by March 1st, of the preceding school year, of its intent to expand the grade levels it serves the following year. The written notice shall specify the grade levels that will be added and redistribution of enrollment. Failure to timely notify the sponsor will preclude the school from changing its grade levels under this provision.

1) Changes in location or addition of a location shall include the following information and supporting documentation:

a) description of location, including identification as permanent or temporary, and if the location will be temporary, the request shall include the period of time during which the school will be at the temporary location;

b) effective date of the relocation;

c) evidence that financial implications, feasibility, facility, and student access issues have been addressed;

d) written evidence from at least fifty-one percent (51%) of school parent
households supporting each amendment request, including parent contact information; and

e) evidence of the school’s property interest in the facility (owner or lessee).

2) The sponsor if not obligated to agree to requests for additional facilities, campuses, and/or locations associated with a charter school’s operations.

3) The school shall not change or add facilities or locations at any time during the term of this contract without prior approval of the sponsor through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.

4) If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each grade level, and the total number of students enrolled in each school shall be included in the request, in addition to the information and documentation described in paragraphs a and b above.

5) No later than fifteen (15) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government.

6) If a charter school relocates from a facility that is shared with another charter school having a separate Master School Identification Number, the charter school shall provide for an audit of all equipment, educational materials and supplies, curriculum materials, and other items purchased or developed with federal charter school program grant funds, and such items must be transferred to the charter school’s new location. The audit report must be submitted to
c. Enrollment Capacity Amendments

Changes in enrollment capacity shall include the following information and supporting documentation:

1) justification for change;
2) effective date of the change;
3) evidence of proper facility approvals and/or allowable facility capacity;
4) evidence that financial implications, feasibility, facility, and student access issues have been addressed; and
5) evidence of demand.

A charter school designated as high-performing pursuant to State law shall notify the sponsor in writing by March 1st, of the preceding school year, of its intent to increase enrollment the following year. The written notice shall specify the number of students by which the enrollment will increase, by grade level. Failure to timely notify the sponsor will preclude the school from amending its enrollment. Student enrollment may not exceed the capacity of the facility at the time the enrollment increase will take effect. Facility capacity for purposes of grade level expansion shall include any improvements to an existing facility in which a majority of the students of the high-performing charter school will enroll.

d. Management Company Contract Amendments

All proposed amendments to the contract between the school and the management company must be submitted to the sponsor prior to execution. Material changes to the original mission of the school’s scope of services, or in the management company, may require an amendment to this contract.
8. The CRC shall be convened to negotiate any significant amendments or any changes in the contract that significantly deviate from the standard charter contract language.

9. Except certain amendments such as amendments necessitated by sponsor policy amendments, high performing charter school amendment requests pursuant to F.S. 1002.331, and other amendments as determined by the sponsor, whenever a contract is amended or renewed, it shall be updated to comply with this policy and the current standard charter contract.

10. Following Board approval, the Superintendent is authorized to negotiate and execute contract amendments and addenda on behalf of the Board after the Board approves policy changes that are references in charter school contracts.

Schools of Hope

A School of Hope is defined under Section 1002.333, F.S., as a charter school operated by a hope operator which serves students from one or more persistently low-performing schools; is located in the attendance zone of a persistently low-performing school or within a 5-mile radius of such school, whichever is greater; and is a Title I eligible school.

Hope Operators are designated by the State Board of Education. A Hope Operator is a nonprofit organization with tax exempt status under s. 501(c)(3) of the Internal Revenue Code that operates three or more charter schools that serve students in grades K-12 in Florida or other states with a record of serving students from low-income families and is designated by the State Board of Education based on the criteria established in law.

A. Proposal Submission Guidelines

1. School of Hope Proposals shall be submitted to the sponsor via hand delivery or certified mail with a return receipt requested to:
2. A Proposal consists of a School of Hope Notice of Intent (NOI) and a School of Hope Performance-based Agreement (PBA). A Hope Operator must use the most current NOI and PBA template developed by the Florida Department of Education (FDOE) in accordance with Rule 6A-1.0998271, F.A.C.

B. Establishment of a School of Hope

1. Upon receipt of the NOI and PBA by the Office of Charter School Compliance and Support (CSCS), the Hope Operator and the FDOE shall be noticed of the date of receipt, which shall serve as the date when the sixty-day period to enter into a School of Hope Performance-based Agreement begins.

2. Within ten (10) days of receipt of the NOI and PBA forms, CSCS shall notify the Hope Operator of any errors or omissions in the notice and PBA and afford the Hope Operator ten (10) days to complete and resubmit the forms.

3. Both parties may mutually agree, in writing, to extend the statutory timeline to review the NOI and execute the PBA. Such agreement shall detail the extension date and/or timeframe for implementation.

4. The PBA may be amended if both parties mutually agree to the amended terms. The amended performance-based agreement must include the signatures of both parties.

5. District facilities for a School of Hope shall be made available as allowed by law.
Pre-Opening Requirements

No later than fifteen (15) days prior to the initial use of the facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply shall result in automatic rescission of the contract, with no further action by the sponsor.

School Governance/Management

A. Charter schools shall organize or be operated by a non-profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity as provided by law.

B. Charter School’s Governing Board Requirements

1. The charter school’s governing board shall be solely responsible for the operation of the charter school which includes, but is not limited to, school operational policies; academic accountability; and financial accountability.

2. Each charter school governing board shall appoint a school representative to facilitate parental involvement, conflict resolution, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in Miami-Dade County and the representative’s name and contact information must be provided in writing to parents of children enrolled in the school at least annually and must also be prominently posted on the charter school’s website.

3. The charter school’s governing board shall hold at least two (2) public meetings per school year in Miami-Dade County. All governing board meetings must be noticed, open and accessible to the public and attendees must be provided the opportunity to receive information and provide input regarding the charter school’s operations. The appointed representative and the principal or director, or designee, must be physically present at each meeting.

4. Governing board members must:

   a. notify the sponsor of changes in membership within forty-eight (48) hours of change; and
b. successfully fulfill a background check by the sponsor, as specified by law, within thirty (30) days of appointment.

Costs of background screening shall not be borne by the sponsor. However, the sponsor shall reimburse a charter school the cost of background screening if it does not notify the charter school of the eligibility of a governing board members or instructional or non-instructional personnel within the earlier of fourteen (14) days after receipt of the background screening results from the Florida Department of Law Enforcement or thirty (30) days of submission of fingerprints by the governing board member or instructional or non-instructional personnel.

5. Governing board members shall develop and approve by-laws and policies which govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school regarding curriculum, financial management, and internal controls.

6. Governing board members shall not be an employee of the charter school, management company, or receive compensation, directly or indirectly, from the charter school’s operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.

7. Governing board members shall participate in FLDOE sponsored charter school governance training pursuant to law and to ensure that each board member is aware of his/her duties and responsibilities.

8. Dispute Procedures (Sponsor versus Charter School Governing Board)

Application renewal and termination decisions are not subject to this dispute resolution process and must follow the procedures in the charter school statute and the charter contract.

a. The sponsor and the charter school agree that the existence and the details of a contract dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance which may be directly affected by such dispute. However, the sponsor may
withhold charter school payments for noncompliance pursuant to the contract while a dispute is pending.

b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the sponsor and the charter school’s director for further consideration and discussion to attempt to resolve the dispute.

c. Should the representatives named in paragraph (ii) be unable to resolve the dispute within ten (10) days of the date of notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school’s governing board chair for further consideration and discussion to attempt to resolve the dispute.

d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of notification by one to the other of the existence of such dispute, then the matter may be resolved as provided by law.

9. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)

a. Charter schools shall adopt a conflict resolution process that has been approved by the sponsor. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board pursuant to the school’s approved dispute resolution process.

b. Evidence of each parent’s/guardian’s acknowledgement of the charter school’s Parent Conflict Resolution Process shall be available for review upon request by the sponsor.

c. All charter school governing boards shall notify their employees, in writing, that charter school employees are not Board employees and are subject to the conditions, standards, and expectations established by
the charter school’s governing board. All conflicts
between the charter school and the employees of the
charter school shall be handled by the charter school
or its governing board.

d. All conflicts between the charter school and vendors of
the charter school shall be handled by the charter
school or its governing board.

e. The sponsor shall be provided with the name and
contact information of the parties involved in the
charter school’s conflict resolution process. Representatives of the school’s contracted vendors or
entities (e.g., education service providers, management
companies, consultants) may not serve as the conflict
resolution contact for conflicts between the school and
parents. The sponsor shall be notified immediately of
any change in the contact information.

10. Each charter school governing board will develop and
implement principal and teacher evaluation systems and
performance pay pursuant to law.

11. Each charter school shall maintain a website that enables the
public to obtain information regarding the school, as required
by law.

C. Management Companies/Education Service Provider

1. If a management company/education service provider or a
combination of contracted professionals will be managing the
charter school, the contract(s) between the charter school and
company(ies) shall be submitted to the sponsor for review
prior to the approval of the charter school’s contract. If a
decision to hire any of these entities occurs subsequent to the
execution of the charter contract or amendment, the
contract(s) between the charter school and company(ies) shall
be submitted to the sponsor before any payment is made to
any of the entities.

2. Any amendments to these contracts shall be submitted to the
sponsor for approval prior to execution by the charter school.
A copy of all executed contracts must be provided to the
sponsor within the timeframe provided by the charter
contract.
3. All management company/education service provider contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations. The contracts must provide the ability for the charter school to terminate the contract and that the management company/education service provider must comply with the school’s charter contract with the sponsor. Additionally, all management company/education service provider contracts with charter schools shall contain clearly defined performance indicators for evaluating the management company/education service provider, initial contract execution date, and renewal amendment provisions. Any default or breach of the terms of the charter contract by the management company(ies)/education service providers shall constitute a default or breach of the charter contract by the charter school.

4. Neither employees of the management company/education service provider nor members of the management company’s/education service provider’s, employees’ families, as defined by F.S. 1002.33(24)(6)2, shall serve on the charter school’s governing board or serve as officers of the corporation.

5. The District may, at its sole determination, provide management services to a charter school through a separately negotiated management agreement.

D. Charter School Employees

1. A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S. 1012.315.

2. Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control pursuant to F.S. 1002.33.
3. Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel’s or administrators’ previous employer(s), screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.

4. Employees, representatives, agents, subcontractors, vendors, third party service providers, or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in F.S. 1012.32 and 435.04.

5. School employees shall not be hired prior to the sponsor’s receipt and review of the fingerprinting and Level 2 background screening results of the charter school applicants from the Florida Department of Law Enforcement and the Federal Bureau of Investigation. Potential school employees shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The school shall not hire applicants whose fingerprint check and Level 2 screening results reveal non-compliance with standards of good moral character as determined by the sponsor.

6. The school agrees to conduct general drug screening on all applicants for instructional and non-instructional positions with the school, including contracted personnel, in compliance with Policy 1124, Drug-Free Workplace, Policy 3124, and Policy 4124 and the Miami-Dade County Public Schools Drug-Free Workplace Technical Guide. School employees shall not be hired prior to the sponsor’s receipt and review of drug screening results. The school shall not hire applicants who have received a negative drug screening result.

7. Either the charter school or the applicant must pay the cost of background screening.
School Operations

A. The charter school shall comply with the Charter School Benchmarks, as disseminated by the sponsor for each school year.

B. The charter school shall utilize the Charter School Compliance Monitoring System (CSCMS), or any other monitoring software or compliance monitoring procedure required by the sponsor within the timelines specified.

C. The sponsor may document, in writing, any discrepancies or deficiencies--whether fiscal, educational, or related to school climate--and the steps and timelines for correction and additional monitoring. At a minimum, copies will be provided to the charter school’s governing board chair, charter school principal and appropriate sponsor staff.

D. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where the facility is located (i.e., county, municipality, or both). Only where a municipality is unable to issue an official determination of allowable occupancy, the charter school may submit an official document from the municipality affirming that it is unable to issue an official determination of allowable capacity and deferring to a registered architect to establish allowable occupancy. In that event only, the registered architect may submit an original letter attesting to the allowable occupancy of the school and bearing the signature, seal, and license number of the architect. The sponsor may withhold monthly payments for FTE for enrollment that exceeds the capacity specified by the charter contract or approved facility capacity.

E. The charter school’s calendar will be consistent with the beginning of the sponsor’s calendar for every school year and must provide instruction for the minimum number of days and minutes required by law for other public schools. Should the charter school elect to provide a summer program or year-round school, the charter school shall notify the sponsor, in writing, each year to ensure appropriate record keeping.
F. The school may choose to provide a summer school program using State allocated funds. All students attending a summer school session must be reported in FTE Survey 1 and Survey 4, as appropriate. If a student enrolled in the school attends any of the sponsor's summer school programs, the school shall reimburse the sponsor for the cost of each student's summer school program. If the school fails to comply with this provision, the sponsor may deduct the appropriate amount from the school's subsequent FTE payments or Federal funding payments as appropriate.

G. Code of Student Conduct (COSC), Student Handbooks, Curriculum Bulletins, and Student/Parent Contracts

1. Only the sponsor may expel a student.

2. The charter school shall follow the sponsor's COSC or an alternate code of conduct approved by the sponsor. The sponsor shall be provided a copy of an approved alternate student code of conduct annually. Any amendments must be approved by the sponsor prior to implementation. Evidence of governing board approval is required for amendments proposed by the school.

3. Any student/parent handbook, curriculum bulletin, and student/parent contract shall also be submitted to the sponsor for approval prior to implementation. Any amendments must be approved by the sponsor, prior to implementation. Evidence of governing board approval is required for all amendments proposed by the school. The school may not persuade a parent to voluntarily withdraw their child or involuntarily withdraw, dismiss, or transfer a student, unless the withdrawal or transfer is accomplished after appropriate due process is provided and according to the approved Code of Student Conduct.

4. The charter school may be required to provide proof of parent/guardian's receipt of student code of conduct, handbook, or parent contract.
5. Violations of parent contracts shall not result in the student’s involuntary transfer, withdrawal, dismissal, or forfeiture of current or future enrollment/re-enrollment. The school shall not condition a student’s enrollment on the parent signing any contracts that include any of the prohibitions described in this section.

6. The school may not require, or determine the amount of, monetary donations in lieu of volunteer hours or other parental obligations.

H. Enrollment Lottery and Wait List Documentation

The school shall maintain documentation of each enrollment lottery conducted, as well as any student wait lists that are generated for a period of three (3) years, or until applicable audits are completed, and make them available to the sponsor upon request.

I. Admissions or Dismissals

Admission and/or dismissal must not be based on a student’s academic performance. Further, any dismissal must be aligned with the processes outlined in the Code of Student Conduct approved by the sponsor.

J. Charter School Student Transfers

Students shall only be transferred pursuant to Policy 5131, Student Transfers. The school shall not transfer students unless the parent has specifically consented in writing to each individual transfer at the time of the transfer.

1. The parent must be given the option to remain in the school in which the student is currently enrolled.

2. General consent for student transfer is prohibited (e.g., consent included in a parent contract).

3. The transfer form used by the school must be approved by the sponsor prior to use.

K. Food Service and Transportation

Unless otherwise determined at the sole discretion of the sponsor and through a separate contract with the charter school,
Transportation and food services shall be provided by the charter school according to District, State, and Federal laws, rules, and regulations.

Facility Leases

1. If a charter school will be leasing or subleasing a facility, the executed contract(s) between the charter school and landlord or sublessor, and the executed contract between the sublessor and the lessor, or facility owner, if applicable, shall be submitted to the sponsor for review at least fifteen (15) calendar days prior to the initial opening day of classes. The lease agreement shall be for the term of the charter contract. The lease shall be signed by the authorized member of the governing board as attested by the official governing board meeting minutes and/or corporate bylaws. In compliance with F.S. 196.1983, the charter school shall obtain from the landlord and provide to the sponsor, an affidavit from the owner of the leased property certifying that the property is exempt from ad valorem taxes, and documenting how the school shall receive full benefit of the exemption. In compliance with F.S. 286.23, the school shall obtain from the landlord and provide to the sponsor an affidavit from the owner of the leased property which shall include the required disclosure information.

2. Any amendments to the lease shall be submitted by the school to the sponsor for review prior to execution.

3. A copy of all executed contracts must be provided to the sponsor within the timeframe provided by law and/or charter contract.

4. Any default or breach of the terms of the charter contract by the lessor/sublessor shall constitute a default or breach of the charter contract by the charter school.

5. At its sole discretion, the sponsor may provide facilities to a District-managed charter school pursuant to a separate lease or use agreement.

Academic Accountability

1. The sponsor shall monitor all approved charter schools. District administrators, staff and all Board members shall have free and open access to the charter school at all times.
2. The sponsor shall monitor adherence to the educational and related programs as specified in the approved application, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long- and short-term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District will also be conducted.

3. The charter school shall make annual progress reports to the sponsor as indicated by the sponsor’s Charter School Benchmarks.

4. Exceptional Student Education

   a. Exceptional Student Education (ESE) students shall be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically, the IDEA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules.

   b. The charter school shall be responsible for the cost and delivery of all educational and related services indicated on a student's IEP, EP, or Section 504 Plan.

   c. The sponsor shall evaluate students referred for potential special education and gifted placement in accordance with Federal and State statutes.

   d. Non-compliance with these requirements shall result in the sponsor's withholding of subsequent payments to the charter school without interest (including State capital outlay payments), and may result in non-renewal or termination for good cause.
5. English Language Learners (ELL) -- Students who are of limited proficiency in English will be served by ESOL certified personnel who will follow the sponsor's Limited English Proficient Plan, which meets the requirements of the League of United Latin American Citizens (LULAC) et al. v. State Board of Education Consent Decree.

6. All charter schools shall submit a School Improvement Plan to the sponsor as required by law within the timelines specified by the sponsor and the FLDOE, that maintains or raises student academic achievement within the timelines specified by the sponsor and the FLDOE.

NM. Financial Accountability

1. 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 school governing boards shall also annually adopt and maintain an operating budget as required by F.S. 1002.33(9)(h). Charter schools shall provide annual financial reports and program cost report information in the State-required formats for inclusion in the sponsor’s reporting in compliance with F.S. 1011.60(1) and 1002.33(9)(g). The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, regardless of corporate structure F.S. 1002.33(9)(g). The annual financial audit must be in the State-required format.

2. First year charter schools may be required to provide the sponsor any of the following, which may be in addition to information otherwise required by law:

   a. A sensitivity analysis and financial plan based on enrollment of fifty percent (50%), seventy-five percent (75%), and 100% of projected capacity.

   b. Cash flow projections for the first year, displayed by month, and a plan to fund any cash flow shortfalls, updated monthly.

   c. Contingency plans to replace any loss of State funds for both operation and capital expenditures.
d. Within forty-five (45) days of month end, reconciliations of all bank accounts, which must include a copy of the entire bank statement of each account, must be attached to the bank reconciliation.

3. **Title I**: Upon District Title I Schoolwide Program eligibility designation, a memorandum of record will be mailed directly to the governing board chairperson, for the upcoming school year’s Title I Schoolwide Program budget. The school shall complete the Title I Budget Appropriation Details Form for the upcoming school year using the allocation provided and in accordance to the specified requirements, as listed in the memorandum of record. The completed Title I Budget Appropriation Details Form, signed and dated by the Governing Board Chairperson, shall be submitted to the Department of Title I Administration for review and approval. The Title I Budget Appropriation Details Form will be returned to the school to conduct expenditures as authorized. If a Title I Schoolwide Program budget amendment becomes necessary, the school must resubmit the request to the Department of Title I Administration on the approved Budget Appropriation Details Form, thirty (30) days in advance of the identified need, and wait for signed authorization.

The school shall complete the District’s Department of Title I Administration Assurance of Accountability and Compliance with Title I Schoolwide Programs Guidelines (FM-7346), and submit it by said date to the Department of Title I Administration office, certifying that the required evidence sources to validate authorized Title I budgetary expenditures have been compiled.

All documentation, including but not limited to, Title I Accountability and Technical Assistance Team (A-TAT) School Site Compliance documents, agendas, schedules, minutes, time sheets, receipts, invoices, purchase orders, rosters, etc., must be maintained at the school for a minimum of five (5) years to validate the use of Title I school site allocations.

Additionally, for purposes of determining Title I Schoolwide Program eligibility, the District uses the schools’ Free and Reduced Price Lunch (FRPL) data from the Florida Department of Education (FDOE) Bureau of Federal Educational Programs via Survey 3. Therefore, the Title I Schoolwide Program funding will only be provided based on
data from students entered into the District Lunch Program Menu in the DSIS File with approved free or reduced-price meal benefit prior to February FTE.

Title I: Upon District Title I Program designation, a memorandum of record will be mailed directly to the governing board chairperson, for the upcoming school year’s Title I Program budget. The school shall complete and submit to Title I Administration for approval the school’s Title I Budget Appropriation Details Form for the upcoming school year using the Title I allocation within specified Title I Programs as listed in the memorandum of record. The budget form will be returned to the school for expenditures as authorized. If a Title I Program budget amendment becomes necessary, the school must resubmit the request to the Title I Administration on the approved Budget Appropriation Details Form, thirty (30) days in advance of the identified need, and wait for signed authorization.

The school shall complete the District’s Title I Administration School Site Assurance of Accountability and Compliance Document (FM 7364), and submit by said date to the Title I Administration office, validating authorized Title I budgetary expenditures.

All documentation, including but not limited to, Title I Accountability and Technical Assistance Team (A-TAT) School Site Compliance documents, agendas, schedules, minutes, time sheets, receipts, invoices, purchase orders, rosters, etc., must be maintained at the school for a minimum of five (5) years to validate the use of Title I school site allocations.

Additionally, for purposes of determining Title I student eligibility, the District uses the schools’ Free and Reduced Price Lunch (FRPL) data from the FDOE Bureau of Federal Educational Programs via Survey 3. Therefore, Title I funding will only be provided for students entered into the District Lunch Program Menu in the ISIS File with approved free or reduced-price meal benefit prior to February FTE. (The area that shows the student is eligible for free and reduced-priced lunch.)
4. Financial Policies: The 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 sponsor upon request annually.

5. Payments to Charter Schools

a. Florida Education Finance Program (FEFP) Payments – The sponsor shall calculate and submit twelve (12) monthly payments to the charter school. The first payment will be made by July 31st; and the other payments will be made by the fifteenth (15th) of each month beginning with August 15th.

b. Capital Outlay Payments – The sponsor shall make payments to the school pursuant to law.

c. Miscellaneous Payments – The sponsor shall make timely miscellaneous payments to the school upon receipt of funding from the Florida Department of Education (FLDOE) for various programs including Title I and MAP.

d. Federal Entitlement Funding - Currently operating schools requesting to receive Federal entitlement funds (e.g., Title I, Title III, IDEA) rather than services pursuant to State law and the charter contract, may request a contract amendment in writing by March 1st. The written notification shall include an official governing board resolution or a copy of governing board meeting minutes specifying the request. No amendments for changes to be implemented in the upcoming school year will be allowed if not submitted by the March 1st deadline.
To receive entitlement funds, the school shall also submit a complete application required by the sponsor for the use of the funds that complies with all applicable State rules and Federal regulations, including but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations; and demonstrate that the school is prepared and able to pay for required services on a reimbursement basis so that services will be timely provided and administration of Federal funds will be properly monitored in compliance with applicable rules and regulations.

e. Bank Account – The sponsor shall remit charter school payments only to depository accounts in the same name as the school. The school shall submit a bank information form providing all necessary bank account information and with an original signature of the current governing board chair of the school. The sponsor shall not send payments to a trust account, any account not held or completely controlled by the school, or any account that is part of any financing agreement or debt security.

f. Conditions for Non-payment – The sponsor may withhold payment, without interest, for violation of law or as specified in the charter including, but not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity or allowable facility capacity, insufficient instructional minutes and/or days, inappropriate facility licenses, approvals and/or permits, failure to provide services to ESE or ELL students as required by law, transferring students without obtaining the required parental consent or in violation of the Code of Student Conduct, if applicable, and failure to obtain successful background clearance for potential employees, contractors, and/or governing board members.
6. Financial Reports: As specified by the Charter School Benchmarks, the charter school shall provide to the sponsor all required financial statements including monthly financial statement summary sheet that contains a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances. The balance sheet and the statement of revenue, expenditures, and changes in fund balance shall be in the governmental funds format prescribed by the Governmental Accounting Standards Board. A high-performing charter school shall provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statement summary sheet pursuant to law.

7. Annual Financial Statements

a. Unaudited June 30th year-end financial statements and cost reports shall be submitted to the sponsor no later than August 1st of each year. These financial statements must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting.

b. Annual Financial Audit - The charter school agrees to submit to and pay for an annual financial audit and any legally authorized Special Purpose Statements of the corporation, in compliance with Federal, State and sponsor 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 sponsor no later than September 1st 15th of each year. If the charter school’s audit reveals a deteriorating financial condition deficit financial position, the sponsor and/or the auditors are required to notify the charter school’s governing board, the sponsor and the Florida Department of Education in the manner defined in the charter contract. No later than May 1st of each year, the charter school must formally notify the sponsor of the name, address, and phone number of the auditor engaged to perform the year end audit.
1) Selection Procedures -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.

2) Requirements -- Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

   a) a provision specifying the services to be provided and fees or other compensation for such services;

   b) a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract; and

   c) a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

   c. Failure to comply with the timely submission of all financial statements in the required format specified by the sponsor, shall constitute a material breach of the charter contract and will result in the sponsor's withholding of subsequent payments to the charter school without interest, (including capital outlay payments), and may result in non-renewal or termination for good cause.

   d. Upon the sponsor's request, the school will annually provide the sponsor a copy of its Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments, within fifteen (15) days of
filing with the IRS. If the IRS does not require the Form 990 to be filed, the school will provide the sponsor with written confirmation from the IRS of such non-requirement. The school shall also submit the most recent Form 990 whenever the charter is amended or renewed.

8. Capital Outlay Payment Process

a. Using the State-issued online form, each charter school requesting capital outlay funds must submit a charter school Capital Outlay Plan to the FLDOE sponsor.

b. Upon receipt of a complete charter school Capital Outlay Plan from a charter school, the sponsor's Chief Financial Officer will convene a committee to review, and make a recommendation for each charter school's Capital Outlay Plan. If not enough information is provided, the sponsor will forward without recommendation. Upon accessing the charter school Capital Outlay Plan from the FLDOE's online system, CSCS will review the plan to ensure accuracy of information submitted. If inaccuracies are identified, CSCS shall inform the FLDOE. If further review is deemed necessary, the sponsor's Chief Financial Officer may convene a committee to review.

c. The charter school Capital Outlay Plan Review Committee will be made up by the following District staff members:

1) Chief Financial Officer (Chair)
2) Chief Facilities Officer or designee
3) Chief Budget Officer or designee
4) Controller or designee
5) Assistant Superintendent, Charter School Compliance and Support, or designee

A majority of the entire membership constitutes a quorum for voting purposes.
d. Capital outlay payments will be distributed pursuant to law.

e. The sponsor shall monitor the revenues and expenditures of the charter school and perform the duties provided in F.S. 1002.345. The sponsor may request additional supporting documentation during the review process which may include copies of fully-executed contracts such as: lease or lease purchase agreements, rental contracts, sales contracts, or construction contracts. If a lease has been amended or the location changed, a copy of the amended or new lease shall be provided to the sponsor.

f. The charter school may use capital outlay funds only for the purposes specified by law.

9. Review and Audit

a. The sponsor has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the sponsor 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.

b. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)

1) Deteriorating Financial Condition – “Deteriorating financial condition” means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).

a) A charter school shall be subject to an expedited review by the sponsor upon the occurrence of any of the conditions specified in F.S. 1002.345.
b) The sponsor shall notify the governing board within seven (7) business days after one or more of the conditions are identified or occur.

c) The governing board and the sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph (2). If the governing board and the sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.

d) Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.

e) The sponsor may require periodic appearances of governing board members and charter school representative.

2) Financial Emergency – The charter shall ensure that, if a charter school’s internal audit or annual financial audit reveals a state of financial emergency as defined by F.S. 218.503 or deficit financial position, the auditors shall notify the charter school’s governing board, the sponsor, and the Florida Department of Education. If the charter school is found to be in a state of financial emergency, a financial recovery plan shall be filed with the sponsor and the Florida Department of Education, pursuant to F.S. 1002.345.

3) Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the sponsor.
4) The sponsor may require periodic appearances of governing board members and charter school representative.

c. A Financial Recovery Plan Staff Group (FRSG) shall be convened to review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when applicable, make recommendations to the Chief Auditor. At least one (1) representative of the charter school must be available to answer questions.

1) The FRSG shall be comprised of staff members from Financial Operations, Charter School Operations, and, when appropriate, the Office of Management and Compliance Audits.

2) The Chief Auditor will present the FRSG’s recommendation to the sponsor’s independent Audit Committee for review and recommendation to the Board.

3) Inability to cure a deteriorating financial condition and/or status of financial emergency shall result in termination of the charter school contract.

10. Grants

a. If the sponsor is required to be the fiscal agent for a grant, the charter school shall comply with the sponsor’s grant procedures as indicated in the charter contract.

b. The sponsor shall receive written approval from the charter school to include the charter school in a Sponsor-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.
c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The sponsor may review these records, upon reasonable notice.

Charter Renewals

Prior to renewal of a charter, the sponsor shall perform a program review to determine the following:

A. the level of success of the current academic program,
B. achievement of the goals and objectives required by State accountability standards and successful accomplishment of the criteria under F.S. 1002.33(7)(a),
C. the viability of the organization,
D. compliance with terms of the charter, and
E. that none of the statutory grounds for non-renewal exist.

Any charter school seeking renewal shall be required to complete a charter renewal application and undergo the sponsor’s renewal process. The charter renewal application shall include supporting documentation for items (A)-(E) above.

Renewals shall be approved for a term of up to five (5) years unless a longer term is mutually agreed upon, required or allowed by law. Upon approval, the charter contract will be renewed following the charter negotiation process. Charter schools that are not granted a renewal may appeal by following the non-renewal appeal process.
Terminations and Non-Renewals

The sponsor may choose to cancel or terminate the charter contract before term expiration for any reason set forth in law and/or the charter contract with clear and convincing evidence.

A. Ninety-Day Termination/Non-Renewal: At least ninety (90) days' prior to renewing or terminating a charter contract, the sponsor shall notify the charter school governing board of the proposed action in writing. The notice shall state in reasonable detail the basis for the proposed action. Within fourteen (14) calendar days after receiving the notice, the school’s governing board may request a hearing by filing a written request with the Board Clerk pursuant to Board Policy 0133, who will forward the request to the Board Attorney’s Office. The school’s decision to appeal and request a hearing with the Division of Administrative Hearings (DOAH) must be made in a legally advertised public meeting with a quorum present. Official meeting minutes or an adopted resolution documenting the action and evidence of proper meeting notice must be submitted to the sponsor. If the request is legally sufficient pursuant to F.S. Chapter 120(5)(b)4, the Board Attorney’s office will forward the request with the DOAH which will conduct the hearing pursuant to F.S. Chapter 120. The DOAH’s final recommended order shall be submitted to the sponsor which will adopt a final order. The final order shall state the specific reasons for the sponsor’s decision and provide it to the charter school’s governing board and the Department of Education no later than ten (10) calendar days after issuance. The charter school’s governing board may, within thirty (30) calendar days after receiving the Board’s final order, appeal the decision pursuant to 120.68, F.S. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals.

B. Immediate Termination: The sponsor may immediately terminate a charter school contract pursuant to law. Upon immediate termination, the sponsor shall notify the charter school governing board and principal in writing of the basis for the immediate termination. Within ten (10) calendar days after receiving the notice, the charter school may request a hearing by filing the request in writing with the Board Clerk pursuant to Board Policy 0133, who will forward the request to the Board Attorney’s Office. The school’s decision to appeal and request a hearing with the Division of Administrative Hearings (DOAH) must be made in a legally advertised public meeting with a quorum present. Official
meeting minutes or an adopted resolution documenting the action and evidence of proper meeting notice must be submitted to the sponsor. If the request is legally sufficient pursuant to F.S. Chapter 120(5)(b), the Board Attorney’s office will forward the request with the DOAH which will conduct the hearing pursuant to F.S. Chapter 120, and issue—The DOAH recommended order shall be submitted to the Board which will adopt a final order. The final order shall state the specific reasons for the sponsor’s decision and provide it to the charter school’s governing board and the Department of Education no later than ten (10) calendar days after issuance. The final order shall be issued within sixty (60) days after the date of the request. The sponsor shall operate the school through the date of issuance of the final order unless the continued operation of the charter school would materially threaten the health, safety, and welfare of the students. Failure by the sponsor to assume and continue the operation of the charter school shall result in the awarding of reasonable costs and attorney’s fees to the charter school if the charter school prevails on appeal. The charter school’s governing board may, within thirty (30) calendar days after receiving the Board’s final order, appeal the decision pursuant to 120.68, F.S. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals.

Upon termination, the charter school must immediately provide the sponsor access to its accounts and records, including but not limited to, banking accounts, installment accounts, and student, financial, and personnel records.

C. Voluntary Termination: The charter school’s governing board may also elect to voluntarily terminate its charter contract during its term or not to renew the charter at the end of the term.

1. Upon election, Required written notifications of the termination/non-renewal by the charter school’s governing board, notification, in writing, shall be provided to the parents and sponsor in accordance with Section 1002.33(7), F.S., indicating the final date of operation. Official meeting minutes or an adopted board resolution, signed by the charter school’s governing board chair and secretary, indicating support of this action, and evidence of proper meeting notice and parental notifications shall accompany the written notification provided to the sponsor.
2. Student records and copies of administrative, operational, and financial records of the charter school shall be made available to the sponsor immediately.

3. The sponsor shall notify the appropriate District offices so appropriate action can be taken regarding: staffing and planning; unencumbered public funds (except for capital outlay funds and program grant funds); furniture, fixtures and equipment purchased with public funds; and student and financial records. Funds provided by a charter school to a management company/education service provider to purchase property and assets for the school are public funds.

**Interpretation**

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the contract provision prevails.

F.S. 39.203, 218.39, 218.391, 218.503(1), 286.23, 768.095, 1001.10(5)
F.S. 1001.41(1)(2), 1001.42(26), 1001.43(10), 1002.33, 1002.33(g), 1002.331,
1002.345, 1011.60(1), 1012.01, 1012.315, 1012.32, 1013.62
Chapter 96-186(1) Laws of Florida, Rules 6A-1.0998271, 6A-6.0786, F.A.C.

Revised 11/22/11
Revised 1/15/14

© NEOLA 2013
DISPOSITION OF SURPLUS PROPERTY

The Superintendent shall review the property of the District periodically and dispose of material and equipment which is no longer usable in accordance with this policy.

A. Instructional Material

The District shall review instructional materials (i.e. textbooks, library books, manuals, support materials, etc.) periodically to determine the relevance of such materials to the present world and current instructional programs. The following criteria will be used to review instructional materials for redistribution and possible disposal:

1. concepts or content that do not support the current goals of the curriculum
2. information that may not be current
3. worn beyond salvage

B. Tangible Personal Property

The District shall inspect the equipment used in the instructional program periodically, to determine the condition and usability of such equipment in the current educational program. Should the equipment be deemed no longer serviceable or usable, the following criteria will be used to determine possible disposal:

1. repair parts for the equipment no longer readily available
2. repair records indicate equipment has no usable life remaining
policy

THE SCHOOL BOARD OF MIAMI-DADE COUNTY

1. Instructional Materials

Instructional materials that have become unserviceable or surplus and are no longer on State contract may be:

a. offered to teachers to cut up or otherwise use as resource materials;

b. given free to District students;

c. offered to private and parochial schools in Miami-Dade County;

d. made available to any governmental agency, charitable organization, or any individual;

e. returned to the Stores and Mail Distribution Used Textbook Warehouse for disposal;

C. Disposition

The Superintendent may dispose of obsolete instructional and other property by selling it to the highest bidder, by donation to appropriate parties, or by proper waste removal. Equipment acquired under a Federal award must be disposed of according to Uniform Guidance, 2 C.F.R. 200.313.

3. obsolete and/or no longer contributing to the educational program

4. some potential for sale at a District auction

5. creates a safety or environmental hazard
f. sold to used book dealers, recycling plants, pulp mills, or other persons or firms, at the discretion of the Superintendent and on terms most economically advantageous to the Board.

Funds received will be added to the instructional materials allocation.

2. Tangible Personal Property

Tangible personal property that is obsolete, uneconomical, inefficient, or that serves no useful function shall be disposed of as follows:

a. An appropriate Outgoing Controlled Equipment form is to be used to record any request for disposition of a described item of property and to record review and approval by two (2) persons. These persons must be:

1) entirely familiar with the specified type of equipment and qualified to appraise its condition, its further usefulness, and the best method of disposition; and

2) the location administrator to whom custody of the property has been assigned.

b. Items approved for disposal as junk or salvage shall be assigned to Stores and Mail Distribution warehouses which will be the sole processor of disposal.
policy

THE SCHOOL BOARD OF
MIAMI-DADE COUNTY

1. c. Surplus Property Valued under $5,000

The Board may, at its discretion, dispose of surplus
property valued under $5,000 in a bid or auction, or
offer such property to governmental units or private
nonprofit agencies by direct sale or donation.

2. d. Surplus Property with a Value of $5,000 or More

Surplus property with an estimated value of $5,000 or
more shall be sold only to the highest responsible
bidder, or by public auction.

Auctions shall be advertised in the newspaper of general circulation
in the District’s local area for not less than one (1) week nor more
than two (2) weeks prior to the auction date.

The disposal of property with a value of $1,000 or more, or any
property included in a bid, auction, or donation, shall be approved
by and recorded in the minutes of the Board.

D. Availability of Facilities and Property Identified as Surplus, Marked
for Disposal, or Otherwise Unused

District facilities and property, including tangible personal property,
that are available because they are identified as surplus, marked for
disposal, or otherwise unused, shall be made available to charter
schools on the same basis as they are made available to other
District schools in accordance with law.

F.S. 274.05, 274.06, 274.07, 1002.33, 1006.41; 1013.28
2 C.F.R. 200.312, 200.313

Revised 10/5/16

© NEOLA 2016