

Office of School Board Attorney  
Walter J. Harvey, School Board Attorney

**SUBJECT:            FINAL READING: TO AMEND POLICIES 8660, *TRANSPORTING STUDENTS BY PRIVATE VEHICLES*; 8500, *FOOD SERVICES*; 9211, *PARENT ORGANIZATIONS, BOOSTER CLUBS AND OTHER FUND-RAISING ACTIVITIES*, 9800, *CHARTER SCHOOLS*; AND TO PROMULGATE NEW POLICY 7440.01, *VIDEO SURVEILLANCE AND ELECTRONIC MONITORING*, AND REPEAL 8711, *SURVEILLANCE SYSTEMS***

**COMMITTEE:        PERSONNEL, STUDENT, SCHOOL, AND COMMUNITY SUPPORT**

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

At its regular meeting on February 12, 2020, the Board approved Agenda Item G-5, (Various School Operations Policies), authorizing the Superintendent to initiate rulemaking procedures to amend policies 8660, *Transporting Students by Private Vehicles*; 8500, *Food Services*; 9211, *Parent Organizations, Booster Clubs, and Other Fund-Raising Activities*; 9800, *Charter Schools*; and to promulgate new Policy 7440.01, *Video Surveillance and Electronic Monitoring*, and repeal Policy 8711, *Surveillance Systems* to incorporate legislative changes and update to conform to District practices.

Policy 8660, *Transporting Students by Private Vehicles*, is proposed to be amended to reflect federal regulations and state laws related to transporting students by private vehicles. The amendments affirm the statutory requirement that school buses must be used whenever practical, expand the circumstances under which private vehicles other than school buses can be used to transport students to school-related activities, and provide specific regulations for the size of the private vehicle that a district may use other than a school bus to transport students. The policy also includes the statutory requirement that the policy include consequences for failure to comply with the policy and a mandate that the Superintendent develop administrative procedures and forms to implement the policy.

The amendment to Policy 8500, *Food Services*, simply states that administrative procedures shall be developed that include requests for dietary modifications for students with food allergies and students with disabilities who may require them. It should be noted that the Department of Food and Nutrition already has administrative procedures that comply with this provision. It also includes the recent statutory requirement in Section 595.405(4), F.S., that if the Board were ever to determine not to provide universal free breakfast in each school in which 80 percent or more of the students are eligible for free or reduced-price meals, the Board would be required to hear public testimony at two or more regularly scheduled Board meetings before making such a decision.

Amendments to Policy 9211, *Parent Organizations, Booster Clubs and Other Fund-Raising Activities*, aligns the language of the policy with Board Policy 7510 with regard to the definition of school-allied organizations and the various requirements for the appropriate operation of such organizations. It prohibits undue pressure for membership in any one organization over another and discrimination by school-allied organizations on the basis of protected categories contained in Board policies. The policy is proposed to be renamed *School-Allied and Other Outside Support Organizations*.

Policy 9800, *Charter Schools*, proposes minor technical amendments in the charter application approval process and adds the expanded statutory definition of a charter school of hope to include those located in a Florida Opportunity Zone that may serve students who reside in a Florida Opportunity Zone.

Finally, a new Policy 7440.01, *Video Surveillance and Electronic Monitoring*, is proposed to govern generally the use of video surveillance and electronic monitoring equipment at various school sites throughout the District. The policy emphasizes that the purpose of such monitoring is to maintain safety, order and discipline and any other purpose is prohibited. The policy states that recordings of students are generally confidential under FERPA and provides information regarding retention of the recordings. Moreover, the policy explains that the policy does not apply to recordings of graduations, student performances or other instances where school officials are recording specific events. Policy 8711, *Surveillance Systems*, would be repealed and its sole sentence authorizing the Superintendent to develop surveillance systems and procedures is proposed to be incorporated into the new Policy 7440.01.

The Notice of Intended Action was published in the Miami Daily Business Review on February 18, 2020, and posted in various places for public information and mailed to various organizations representing persons affected by the amended Policies and to individuals requesting notification. The time to request a hearing or protest the adoption of these amendments has elapsed.

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.

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, adopt the proposed amendments to Board Policies 8660, *Transporting Students by Private Vehicles*; 8500, *Food Services*; 9211, *Parent Organizations, Booster Clubs, and Other Fund-Raising Activities*; 9800, *Charter Schools*; and to promulgate new Policy 7440.01, *Video Surveillance and Electronic Monitoring*, and repeal Policy 8711, *Surveillance Systems*, and authorize the Superintendent to file the amended and new policies with the School Board of Miami-Dade County, Florida, to be effective March 18, 2020.

## NOTICE OF INTENDED ACTION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, announced on February 12, 2020, its intention to amend Board policies 8660, *Transporting Students by Private Vehicles*; 8500, *Food Services*; 9211, *Parent Organizations, Booster Clubs, and Other Fund-Raising Activities*; 9800, *Charter Schools*; and to promulgate new Policy 7440.01, *Video Surveillance and Electronic Monitoring*, and repeal Policy 8711, *Surveillance Systems*; at its regular meeting on March 18, 2020.

**PURPOSE AND EFFECT:** Policy 8660, *Transporting Students by Private Vehicles*, is proposed to be amended to reflect federal regulations and state laws related to transporting students by private vehicles. The amendments affirm the statutory requirement that school buses must be used whenever practical, expand the circumstances under which private vehicles other than school buses can be used to transport students to school-related activities, and provide specific regulations for the size of the private vehicle that the District may use other than a school bus to transport students. The policy also includes the statutory requirement of consequences for failure to comply with the policy and a mandate that the Superintendent develop administrative procedures and forms to implement the policy.

The amendment to Policy 8500, *Food Services*, provides that administrative procedures shall be developed that include requests for dietary modifications for students with food allergies and students with disabilities who may require them. It also includes the statutory requirement that if the Board were ever to determine not to provide universal free breakfast in each school in which 80 percent or more of the students are eligible for free or reduced-price meals, the Board would be required to hear public testimony at two or more regularly scheduled Board meetings before making such a decision.

Amendments to Policy 9211, *Parent Organizations, Booster Clubs and Other Fund-Raising Activities*, aligns the language of the policy with other Board policies related to the definition of school-allied organizations, prohibits undue pressure for membership in any one organization over another, and prohibits discrimination by school-allied organizations. The policy is proposed to be renamed *School-Allied and Other Outside Support Organizations*.

Policy 9800, *Charter Schools*, adds the expanded statutory definition of a charter school of hope to include those located in a Florida Opportunity Zone that may serve students who reside in a Florida Opportunity Zone.

Finally, a new Policy 7440.01, *Video Surveillance and Electronic Monitoring*, is proposed to govern generally the use of video surveillance and electronic monitoring equipment at various school sites and locations throughout the District. Policy 8711, *Surveillance Systems*, would be repealed and its sole sentence authorizing the Superintendent to develop surveillance systems and procedures is proposed to be incorporated into the new Policy 7440.01.

**SUMMARY:** Amendments to Board policies 8660, *Transporting Students by Private Vehicles*; 8500, *Food Services*; 9211, *Parent Organizations, Booster Clubs, and Other Fund-Raising Activities*; 9800, *Charter Schools*; are being proposed to incorporate new statutory changes made in recent legislative sessions as well as new federal regulations where required. New Policy 7440.01, *Video Surveillance and Electronic Monitoring*, is proposed to be promulgated to generally govern video surveillance and electronic monitoring at school sites and District locations, and Policy 8711, *Surveillance Systems*, is proposed to be repealed and its provision incorporated into 7440.01.

**SPECIFIC LEGAL AUTHORITY UNDER WHICH RULEMAKING IS AUTHORIZED:** 1001.41 (1), (2), (5); 1001.42 (10), (16); 1001.43(4), F.S.

**LAWS IMPLEMENTED INTERPRETED OR MADE SPECIFIC:** 595.405(4); 1001.42(1), (16); 1006.22(1)(a); 1002.33; 1002.333(1)(d); 49 C.F.R. part 571; F.S.

IF REQUESTED, A HEARING WILL BE HELD DURING SCHOOL BOARD MEETING OF March 18, 2020, 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 11, 2020, 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 NEW and 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.



Book	Policy Manual
Section	March 18, 2020 - <u>Final</u> Reading
Title	TRANSPORTING STUDENTS BY PRIVATE VEHICLES
Code	8660
Status	Final Reading
Adopted	May 11, 2011

### 8660 - TRANSPORTING STUDENTS BY PRIVATE VEHICLES

School buses, as defined in Florida statutes, shall be used for all regular transportation of students, pre-kindergarten through grade 12. "Regular transportation" or "regular use" means transportation to and from school or school-related activities which are part of a scheduled series or sequence of events to the same location. School buses are to be used whenever practical.

Regular transportation of students in motor vehicles other than school buses may occur only when the transportation is:

- A. for a physically handicapped or isolated student and the Board has elected to provide for the transportation of the student through written contracts or agreements; ~~entered into a written agreement for the transportation of the student;~~
- B. part of a comprehensive contract for a specialized educational program between the Board and a service provider for instruction, transportation, and other services;
- C. provided through a public transit system; or
- D. is for trips to and from school sites or agricultural education sites or for trips to and from agricultural education-related events or competitions but is not customary transportation between a student's residence and such sites; ~~necessary or practical in a Board-owned or commercially leased passenger car not to exceed seven (7) students in designated seating positions. and~~
- E. for trips to and from school sites to allow students to participate in a career education program that is not offered at the high school in which such students are enrolled but is not customary transportation between a student's residence and such sites.

When the transportation of students is provided, as authorized in this policy, in a vehicle other than a school bus that is owned, operated, rented, contracted, or leased by the District, the following provisions shall apply:

A. The vehicle must be a passenger car or multipurpose passenger vehicle or truck, as defined in 49 C.F.R. Part 571, designed to transport fewer than ten (10) students. Students must be transported in designated seating positions and must use the occupant crash protection system provided by the manufacturer unless the student's physical condition prohibits such use.

B. An authorized vehicle may not be driven by a student on a public right-of-way. An authorized vehicle may be driven by a student on school or private property as part of the student's educational curriculum if no other student is in the vehicle.

C. The driver of an authorized vehicle transporting students must maintain a valid driver license and must comply with the requirements of the District's locally adopted safe driver plan, which includes a review of driving records for disqualifying violations.

Except as provided above, the transportation of students in private vehicles may be authorized by the principal on a case-by-case basis only when:

- A. a student is ill or injured and must be taken home or to a medical treatment facility under non-emergency circumstances and
  - 1. the school has been unable to contact the student's parent or guardian, or such parent, guardian, or responsible adult designated by the parent or guardian is not available to provide the transportation; and
  - 2. proper adult supervision of the student is available at the location to which the student is being transported; and
  - 3. the transportation is approved by the Principal; and
  - 4. if the school had been unable to contact the parent or guardian prior to the transportation, the school continues to attempt to contact the parent or guardian until the school is able to notify the parent or guardian of the transportation and the circumstances.
- B. the transportation is in connection with a school function or event in which the school has undertaken to participate and
  - 1. the function is a single event which is not part of a scheduled series or sequence of events to the same location, such as, but not limited to, a field trip, recreational outing, a competitive or cooperative event, or an event connected to an educational program; and
  - 2. transportation is not available, as a practical matter, using a school bus or Board passenger car; and
  - 3. each student's parent or guardian is notified in writing about the transportation arrangement and gives written consent before a student is transported in a private vehicle.
- C. Board employees are required to use their own vehicle to perform duties of employment and such duties include the occasional transportation of students.

Any private vehicle used to transport students under this policy shall be currently registered in the State of Florida, be insured for personal injury protection and property damage liability in at least the minimum amounts required by law, and be in good working order. A Board employee, parent, or other adult wishing to transport students in a private vehicle will request approval by submitting their driver's license, vehicle registration, and insurance ID card along with the completed Form 8660 F1 to the principal in a reasonable amount of time before the planned travel. The principal will follow the established procedure to determine whether approval of the request to transport students in a private vehicle is appropriate.

Student transportation in private vehicles may only be authorized for trips within the State of Florida. ~~When transportation is authorized in a private vehicle, students may only be required to use the occupant crash protection system provided by the vehicle manufacturer.~~ A student who is transported to an activity in a

private vehicle approved under this policy shall return from the activity in the same vehicle, unless the student is released to their parent.

Board employees will be covered by the Board's liability program when they are transporting students as part of their assigned or related duties. Except for workers' compensation, benefits due from private vehicle insurance will be primary according to State law.

Parents or other adults are not covered by the Board's liability program when they are transporting students and must have adequate insurance during the time that the vehicle is being used to transport students.

Notwithstanding any other provision of this policy, in an emergency situation which constitutes an imminent threat to student health or safety, school personnel may take whatever action is necessary under the circumstances to protect students.

Any employee who violates this policy is subject to discipline up to and including termination from employment.

The Superintendent shall develop the necessary forms and administrative procedures to implement this policy.

Effective 7/1/11

© Neola 2010

Legal

F.S. 1006.22



Book	Policy Manual
Section	March 18, 2020 - <u>Final</u> Reading
Title	FOOD SERVICES
Code	8500
Status	Final Reading
Adopted	May 11, 2011

### 8500 - **FOOD SERVICES**

The Food and Nutrition service program shall strive to: (1) provide school food services consistent with the nutritional needs of students, and (2) provide school food services that contribute to the student's educational experiences and the development of desirable eating habits.

Expenditures from the Food and Nutrition Service Operating Fund shall comply with State Board of Education Rule: F.A.C. 6A-1.012, Purchasing Policies, and National School Lunch Act Regulations 7 C.F.R. 210-250.

Purchase of equipment for the Food and Nutrition service program shall comply with State Board of Education Rules; F.A.C. 6A-2, Educational Facilities; 6A-7.040; 6A-7.042, and National School Lunch Act Regulations 7 C.F.R. Parts 210-250

#### Administrative Responsibility

The director of food services is responsible for supervising and administering the food service program and shall provide system-wide coordination to achieve the most efficient and nutritional operation at the lowest possible cost to the student. Administrative procedures shall be developed to implement this policy, including but not limited to, dietary modifications for students with food allergies and students with disabilities.

#### Principal

The principal and local school staff are responsible for:

- A. complying with Federal and State laws, regulations, and the Board's policies;
- B. effecting ways to increase student knowledge of nutrition through classroom instruction and learning experiences outside the classroom; and
- C. scheduling students for the greatest participation in the school food service program.

#### **Cost of Meals**

The Food and Nutrition service program shall be operated on a non-profit basis according to the Board's contractual agreement with the Florida Department of Education and in compliance with Florida statutes, State Board of Education Rules, and the National Child Nutrition (P.L. 89-642) and School Lunch (P.L. 79-396) Acts. The price of meals shall be determined annually by the Board upon recommendations of the Superintendent. Cafeteria employees are given a lunch as part of their salary. Other adults shall pay the Board-adopted sale price.

The Board shall approve any change in the prices for student meals sold in the schools. Prices of individually priced food and beverage items and adult meals shall be determined by the food service director.

### School Breakfast Program

The Board will provide universal, free school breakfast meals to all students in each elementary, middle, and high school. A universal school breakfast program shall be implemented in each school in which 80 percent or more of the students are eligible for free or reduced-price meals, unless the Board, after considering public testimony at two or more regularly scheduled Board meetings, decides not to implement such a program in these schools. The District shall annually provide information to parents regarding available school breakfast programs.

### Federal School Lunch Program

The Board shall participate in the Federal School Lunch Program and offer free or reduced-price meals according to the United States Department of Agriculture guidelines.

School-allied special programs are permitted to contract with Food and Nutrition Service for meals and supplemental nourishments upon approval by the Superintendent.

Meals for non-school allied community groups may be provided if recommended by the Superintendent pursuant to a written contract approved by the Board. The Board shall be fully compensated for the full cost of services provided.

Effective 7/1/11

© Neola 2010

Legal	F.S. 595.405(4) (Added)
	F.S. 1001.41
	F.S. 1001.42
	F.S. 1001.51
	F.S. 1006.06 (deleted)
	F.S. 1013.12
	F.A.C. 5P-1.002
	F.A.C. 5P-1.003
	F.A.C. 5P-1.004
	F.A.C. 5P-1.005
	7 C.F.R. Part 210
	7 C.F.R. Part 215
	7 C.F.R. Part 220
	7 C.F.R. Part 240





Book	Policy Manual
Section	March 18, 2020 - <u>Final</u> Reading
Title	PARENT ORGANIZATIONS, BOOSTER CLUBS, AND OTHER FUND-RAISING ACTIVITIES
Code	9211
Status	Final Reading
Adopted	May 11, 2011

9211 - ~~SCHOOL-ALLIED PARENT ORGANIZATIONS, BOOSTER CLUBS,~~ AND OTHER  
~~OUTSIDE SUPPORT ORGANIZATIONS FUND-RAISING ACTIVITIES~~

The School Board appreciates the efforts of all organizations whose objectives are to enhance the educational experiences of District students, to help meet educational needs of students and/or provide extra educational benefits. School-allied organizations are outside organizations formed for the purpose of promoting the welfare of the school and/or its students and distinguished from clubs and organizations that are an integral part of the school program under the direct policy leadership of the principal. School Board Policy 7510, Use of District Facilities, further defines school-allied and outside organizations.

In addition to parents, membership in school-allied organizations should also be made available to members of the community. Staff members shall be encouraged to join the PTA/PTSA and to participate actively in their programs. With respect to booster clubs, faculty shall serve as liaisons to the booster club but may not serve as officers of the organization. Under no circumstances should a staff member, parent, or member of the community be unduly pressured, harassed, intimidated or coerced into membership in one organization or another. School employees and Board-approved school volunteers may not be directly compensated in any manner by outside support organizations.

Each volunteer organization shall work within the appropriate school setting in cooperation with the principal and staff and shall comply with policies.

Each group will submit its bylaws to the Principal for review and approval.

~~Each group shall purchase liability insurance (riders—self insured) to protect the entity against claims resulting from damage or injury resulting from any act or omission of any school support entity.~~

~~By the end of each year, e~~Each group shall submit its tentative goals and objectives along with its fund-raising plans for the ~~next~~ school year to the Principal for review. Should the goals and objectives or fund-raising plans change during the school year, the Principal is to be advised before any final revisions are made. All activities must be approved by the Principal.

Each group shall purchase liability insurance (riders – self-insured) to protect the entity against claims resulting from damage or injury resulting from any act or omission of any school-support entity.

All fund-raising activities shall comply with the Manual of Internal Fund Accounting for Elementary and Secondary Schools. Outside support organizations shall comply with Policy 6605, Crowdfunding.

Outside support organizations shall not discriminate on the basis of sex, race, color, ethnic or national origin, citizenship status, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Effective 7/1/11

© Neola 2004

Legal                    42. U.S.C. 1779 (added)  
                              F.A.C. 6A-1.001 (added)  
                              F.S. 1010.01 (added)  
                              1011.07 (added)

Cross References    Policy 6605  
                              Policy 7510



Book	Policy Manual
Section	March 18, 2020 - <u>Final</u> Reading
Title	CHARTER SCHOOLS
Code	9800
Status	Final Reading
Adopted	May 11, 2011
Last Revised	April 17, 2019

## 9800 - 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 Board and established under terms specified in the following Florida statutes:

- A. F.S. 1002.33, Charter Schools
- B. F.S. 1002.3305, College-Preparatory Boarding Academy Pilot Program for at-risk students
- C. F.S. 1002.331, High-performing charter schools
- D. F.S. 1002.332, High-performing charter school system
- E. F.S. 1002.333, Persistently low-performing schools (Schools of Hope)
- F. F.S. 1002.34, Charter technical career centers

### Application Procedure

#### A. Application Submission Guidelines

##### 1. Application

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:

- a. Individuals, organizations, institutions, and groups anticipating submission of an application are urged to contact the Office of Charter School Compliance and Support (CSCS) 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 1st of each calendar year for charter schools to be opened eighteen (18) months later at the beginning of the District's school year. The District's school year is July 1st to June 30th. 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 1st and September 30th 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. Application Evaluation Process

1. The District shall review all 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 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).

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 ~~shall~~ ~~may~~ include representatives from the following District departments, as deemed necessary

by ~~CSCS~~the sponsor, to properly review each application:

1. Assessment, Research and Data Analysis and Program Evaluation
  2. 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. 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 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 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. 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, 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, CCS 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 F.S. 1002.33(7)(a), (b).

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. 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 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, subject to the fifteen (15) day requirement for submitting required facilities documentation.
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 five (5) years unless a longer term is specifically required or allowed by law. The charter contract shall include a provision requiring the charter school to be held responsible for all costs associated with, but not limited to, mediation, damages, and attorneys fees incurred by the District in connection with complaints to the Office of Civil Rights or the Equal Employment Opportunity Commission.

#### 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 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 approvefacility (owner or lessee).

- The sponsor if not obligated to agree to requests for additional facilities, campuses, and/or locations associated with a charter school's operations.
- 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.
- 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.
- 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.
- 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 the Department of Education within sixty (60) days after completion in accordance with applicable statutory requirements.
- 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 F.S. 1002.333, as a charter school operated by a hope operator which serves students from one or more persistently low-performing schools and students who reside in a Florida Opportunity Zone; is located in a Florida Opportunity Zone or in the attendance zone of a persistently low-performing school or within a five (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:

Clerk of the School Board

1450 N.E. 2nd Avenue, Suite 311  
Miami, FL 33132

And copies to:

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

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 F.A.C. 6A-1.0998271.

#### 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 wither school or its governing board.
- b. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.
- c. 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.

9. Each charter school governing board will develop and implement principal and teacher evaluation systems and performance pay pursuant to law.
10. 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 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.
4. 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.
5. 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.
6. 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.

#### L. 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.

M. 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 requirement 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. Charter schools shall submit a School Improvement Plan to the sponsor as required by law within the tiDetails 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.

7. 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.

8. 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 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 15th of each year. If the charter school's audit reveals a deteriorating financial condition, 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. 218.391, 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.
- e. 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.

- f. Upon the sponsor's request, the school will provide a copy of its Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments. 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.

#### 9. 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.
- b. 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

The sponsor shall notify the governing board within seven (7) business days after one or more of the conditions are identified or occur.

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

- The sponsor may require periodic appearances of governing board members and charter school representative.
- 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 recomm;
- achievement of the goals and objectives required by State accountability standards and successful accomplishment of the criteria under F.S. 1002.33(7)(a),
- the viability of the organization,
- compliance with terms of the charter, and
- 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 may 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 order shall be submitted to the sponsor. The charter school's governing board may, within thirty (30) calendar days after receiving the Board's final order, appeal the decision pursuant to F.S. 120.68. 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)4, 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 a final order. 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 F.S. 120.68. 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 vote in a public meeting to voluntarily terminate its charter contract during its term or not to renew the charter at the end of the term.
1. Required notifications in writing of the termination/non-renewal by the charter school's governing board shall be provided to the parents and sponsor in accordance with F.S. 1002.33(7) including 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.

Revised 11/22/11

Revised 1/15/14

Revised 4/17/19

© Neola 2013

Legal

F.S. 39.203  
F.S. Chapter 120  
F.S. 218.39  
F.S. 218.391  
F.S. 218.503(1)  
F.S. 286.23  
F.S. 768.095  
F.S. 1001.10(5)  
F.S. 1001.41(1)(2)  
F.S. 1001.42(26)  
F.S. 1001.43(10)  
F.S. 1002.31  
F.S. 1002.33  
F.S. 1002.33(g) (deleted)  
F.S. 1002.331  
F.S. 1002.333  
F.S. 1002.345  
F.S. 1008.31  
F.S. 1008.34  
F.S. 1011.60(1)  
F.S. 1012.01  
F.S. 1012.315  
F.S. 1012.32  
F.S. 1013.12  
F.S. 1013.62  
Chapter 96-186(1) Laws of Florida (deleted)  
F.A.C. 6A-1.0081  
F.A.C. 6A-1.0998271  
F.A.C. 6A-2.0020  
F.A.C. 6A-6.0781  
F.A.C. 6A-6.0784  
F.A.C. 6A-6.0786  
F.A.C. 6A-6.07862  
F.A.C. 6A-6.0787  
F.A.C. 6A-6.0788  
FLDOE Forms IEPC-M1, IEPC-M2, IEPC-SC, IEPC-VI, IEPC-V2, IEPC-M1A





Book	Policy Manual
Section	March 18, 2020 - <u>Final</u> Reading
Title	NEW POLICY - VIDEO SURVEILLANCE AND ELECTRONIC MONITORING
Code	7440.01
Status	Final Reading

### **NEW POLICY**

#### **7440.01 - VIDEO SURVEILLANCE AND ELECTRONIC MONITORING**

The School Board authorizes the use of video surveillance and electronic monitoring equipment at various Board owned and leased locations. The video surveillance/electronic monitoring equipment shall be used to protect Board property and assets from theft and vandalism, through deterrence and video documentation. The system is not designed nor intended to protect individuals from being victims of violent or property crimes, nor to detect other potentially illegal and undesirable activities that may occur, although information may be used as evidence in such cases.

The monitoring of actions and behavior of individuals who come onto Board owned or leased locations is a significant factor in maintaining order and discipline. The use of a video surveillance/electronic monitoring system do not replace the need for reasonable supervision by designated school staff; rather, the video surveillance/electronic monitoring system serves as an appropriate and useful tool with which to augment or support the reasonable supervision provided by staff.

The Superintendent, in consultation with the Miami-Dade Schools Police Chief, shall determine where to install and designate who will monitor and operate fixed-location video surveillance/electronic monitoring equipment and systems in the District. The determination of where and when to use video surveillance/electronic monitoring equipment will be made in a nondiscriminatory manner. Any employee who takes action to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action in accordance with Board policy and the applicable collective bargaining agreement. Any person not employed by the Board who engages in such action may be subject to criminal charges. Students may be subject to disciplinary action.

Any information obtained from video surveillance/electronic monitoring systems may only be used to support the orderly operation of the School District's owned and/or leased schools and facilities, and for law enforcement purposes, and not for any other purposes. As such, recordings obtained through the use of video surveillance/electronic monitoring equipment may be used as evidence in any disciplinary proceedings, administrative proceedings or criminal proceedings in accordance with Board policy and law. Further, such recordings may become a part of a student's education record and may be exempt from public records disclosure under most circumstances, or may be placed in a staff member's personnel file. The Board will not use video surveillance/electronic monitoring equipment to obtain information for the purpose of routine staff appraisal/evaluation or monitoring.

Ordinarily, video surveillance/electronic monitoring equipment will not be used to make an audio recording of conversation occurring on school grounds or property where individuals have a reasonable expectation of privacy. However, notice shall be given to all individuals present on the grounds of Board owned or leased locations that their conversations may be recorded through the video surveillance/electronic monitoring equipment and, as a result, those individuals should not have an expectation that their conversations will remain private.

Recordings of students will be treated as confidential in accordance with Florida's Public Records Act and the Family Educational Rights and Privacy Act (FERPA). As such, confidential recordings shall only be released as authorized under or required by State and Federal laws.

Video surveillance/electronic monitoring recordings may be retained beyond the retention period required by law if they are going to be utilized for training purposes or as required by law. This policy does not address or cover instances where school officials record a specific event (e.g., a play, music performance, athletic contest, graduation, or Board meeting) or an isolated instance where a classroom is videotaped for educational or research purposes. Authorized videotaping for educational, instructional and/or research purposes is permitted and is not addressed by this policy. Staff is prohibited from copying, distributing, sharing, and disclosing of video footage to any party unless approved through administrative procedures.

Video surveillance is to be implemented in accordance with this policy and the related administrative procedures. The Board will not accept or tolerate the improper use of video surveillance/electronic monitoring equipment and will take appropriate action in any cases of wrongful use of this policy.

The Superintendent shall develop administrative procedures to implement this policy.

© Neola 2019

Legal	F.A.C. 1B-24.003(1)(a)
	Title I of the Electronic Communication Privacy Act of 1986
	18 U.S.C. 2510
	18 U.S.C. 2511
	18 U.S.C. 2512
	18 U.S.C. 2513
	18 U.S.C. 2515
	18 U.S.C. 2516
	18 U.S.C. 2517
	18 U.S.C. 2518
	18 U.S.C. 2519
	18 U.S.C. 2520
	18 U.S.C. 2521
	20 U.S.C. 1232g
	34 C.F.R. 99.1-99.67



Book	Policy Manual
Section	March 18, 2020 - <u>Final</u> Reading
Title	REPEAL - SURVEILLANCE SYSTEMS
Code	8711
Status	Final Reading
Adopted	May 11, 2011

**REPEAL**

**8711 - SURVEILLANCE SYSTEMS**

The Superintendent may develop and implement surveillance systems and procedures.

Effective 7/1/11

© **Miami-Dade 2010**

Legal                      F.S. 1001.42