

Office of the General Counsel
Walter J. Harvey, General Counsel

SUBJECT: **FINAL READING: PROPOSED AMENDMENTS TO SCHOOL BOARD POLICIES 9143, SECURE OUR FUTURE ADVISORY COMMITTEE, 9800, CHARTER SCHOOLS, 2431, INTERSCHOLASTIC ATHLETICS, 5131, STUDENT TRANSFERS AND CONTROLLED OPEN ENROLLMENT, AND 5120, STUDENT SCHOOL ASSIGNMENT AND ATTENDANCE BOUNDARY COMMITTEE**

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

LINK TO STRATEGIC PLAN: **INFORMED, ENGAGED, & EMPOWERED STAKEHOLDERS**

Consistent with the Board's statutory responsibility to periodically review and update policies to conform to legislative changes and District practices, authorization is requested for the Superintendent to amend Board Policies 9143, *Secure Our Future Advisory Committee*, and 9800, *Charter Schools, 2431, Interscholastic Athletics, 5131, Student Transfers and Controlled Open Enrollment*, and 5120, *Student School Assignment and Attendance Boundary Committee*.

Board Policy 9143, *Secure Our Future Advisory Committee*, is proposed for amendment to implement the requirement in F.S. 1011.71(9) that the Board shares the proceeds of the new millage levy referendum with charter schools within Miami-Dade County. As such, the membership of the Committee is proposed for revision to include representatives from charter schools. Additionally, the Committee is authorized to request and receive reports and documentation from the District and any charter school referendum recipient related to the distribution of the referendum proceeds. The proposed revisions also clarify that charter school boards shall certify to the District that funds will be expended for the stated purposes of the referendum and not used in a manner that would supplant funds, and that they shall provide any information to the District or Committee that may be necessary to ensure fidelity to the stated purposes of the referendum.

Board Policy 9800, *Charter Schools*, is proposed for amendment pursuant to HB 225 (2022) specifying that before a vote on any proposed action to renew; terminate, other than an immediate termination under paragraph (c); or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew, terminate, or not renew the charter. A charter automatically renews with the same terms and conditions if notification does not occur at least ninety (90) days before the end of the school year. However, the Sponsor may immediately terminate a charter contract if the Sponsor sets forth in writing the particular facts and circumstances demonstrating that an

immediate and serious danger to the health, safety, or welfare of the charter school's students exists, that the immediate and serious danger is likely to continue, and that immediate termination

of the charter is necessary. A request for consolidation of multiple charters must be approved or denied within sixty (60) days after the submission of the request unless both parties mutually agree to an extension. If the request is denied, the Board shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within ten (10) days. Additional revisions are proposed as a result of S.B. 2524 (2022), creating F.S. 1002.3301, *Charter School Review Commission*, which may solicit and review applications for charter schools to be located in this District. Proposed revisions also specify that the Board shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. The terms of a charter school contract must include evidence of sufficient demand to support enrollment projections and the intent to achieve a demographic balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools or school districts. A charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen (15) year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school. Each charter school governing board shall make an election in the charter contract to either: (1) adopt the District's annual comprehensive reading plan; or (2) develop and approve a comprehensive reading plan for their school(s) for the specific use of the evidence-based reading instruction allocation based upon a root-cause analysis, to be submitted to the Department of Education annually. A virtual charter school shall comply with the applicable requirements of F.S. 1002.31 and with the enrollment requirements established under s. 1002.45(1)(e)4. Pursuant to F.S. 435.12, background screenings for charter schools must comply with the requirements of F.S. 1012.465 or F.S. 1012.56, whichever is applicable. Charter schools must comply with all rescreening requirements set forth in law. A charter school shall disqualify any person from employment in any position that requires direct contact with students, including but not limited to instructional personnel and school administrators, as defined in F.S. 1012.01 if the personnel or administrators are ineligible for such employment under F.S. 1012.315 or would be ineligible for an exemption under F.S. 435.07(4)(c). Proposed policy revisions also include various updates to F.S. 1002.33, *Charter Schools*, as a result of SB 758. The Board may not impose additional financial reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency under F.S. 1002.345. Any interlocal agreement or ordinance that imposes a greater regulatory burden on charter schools than on the District, or that prohibits or limits the creation of a charter school, is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools. A charter may be renewed provided that a program review demonstrates that the statutory criteria in F.S. 1002.33(7)(a) have been successfully accomplished and that none of the grounds for nonrenewal established by 1002.33(8)(a) have been expressly found. The charter of a charter school that meets all the renewal requirements and has received a school grade lower than a "B" pursuant to F.S. 1008.34 in the most recently graded school year must be renewed for no less than a 5-year term except as provided in F.S. 1002.33(9)(n). In order to facilitate long-term financing for charter school construction, charter schools operating for a minimum of 3 years and demonstrating exemplary academic programming and fiscal management are eligible for a 15-year charter renewal. Such long-term charter is subject to annual review and may be terminated during the term of the charter. The Sponsor will not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation. If the Sponsor has not received its allocation due to its failure to submit an approved District salary distribution plan, the Sponsor

must still provide each charter school within the District that has submitted a salary distribution plan its proportionate share of the allocation. Pursuant to HB 1557 (2022), charter schools must adopt a procedure for resolving disputes arising under F.S. 1001.42(8)(c) and F.A.C. 6A-6.0791 and shall abide by the District's determination of parental concerns or disputes.

Various amendments are also proposed to organize the policy and update references to District practices and state and federal law. The introduction clarifies the Board's role in the charter approval process. The Sponsor shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. The composition of the Application Review Committee (ARC) and the Contract Review Committee (CRC) is updated to reflect current department titles. Policy revisions reflect updates to District processes for applications, charter contracts, charter contract amendments, modifications to the term of a charter, renewals, and closures. As set forth in F.S. 1002.333, the notice of intent for a school of hope shall also include an academic focus and plan, a financial plan, a completed or planned community outreach plan, organizational history of success in working with the students with similar demographics, grade levels to be served and enrollment projections, the proposed location or geographic area proposed, and a staffing plan. Charter schools must submit to the Sponsor all required financial statements including a monthly financial statement summary sheet that contains a balance sheet and a statement of revenues, expenditures, and changes in fund balances, and the Board may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency. A charter school shall make annual progress reports to the Sponsor on an instrument developed by the Sponsor such as the District's performance goals framework or as required by or to monitor the implementation of state and federal law or rule. A charter 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 an approved code of student conduct. The policy clarifies that Exceptional Student Education (ESE) students shall be educated in the least restrictive environment, to the maximum extent that is appropriate. Funds levied under F.S. 1011.71 shall be shared with charter schools based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and used in a manner consistent with the purposes of the levy. The policy revisions delete reference to the obsolete Capital Outlay Committee. Finally, revisions specify that each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018 and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist.

Board Policy 2431, *Interscholastic Athletics*, is proposed for amendment pursuant to Board Agenda Item H-16, *Mid-Season Transfers for Interscholastic Athletics*, sponsored by Board Member, Dr. Dorothy Bendross-Mindingall, and approved by the Board at its regular meeting of October 19, 2022. Revisions are proposed to better organize the policy and to specify reasons for good cause to permit students to continue playing sports upon receiving a mid-season transfer. Good cause will include students who receive a transfer pursuant to Section II.A. of Policy 5131 and present extenuating circumstances to the Athletic Eligibility Transfer Review Committee (AETRC).

Board Policy 5131, *Student Transfers and Controlled Open Enrollment*, is proposed for amendment to enhance the overall organization of the policy and clarify the categories of student transfers. Additionally, the proposed amendments conform to changes required by SB 2524 (2022), amending Florida Statutes, Section 1002.31, *Controlled open enrollment; Public school parental choice*. The statutory changes now require each District capacity determination identified

on the school district website(s) to be updated by grade level every 12 weeks. Additionally, each school district with a contract with an approved virtual instruction program provider shall determine capacity based upon the enrollment requirements established under Fla. Stat. s. 1002.45(1)(e).¹

Furthermore, the statutory changes require the District to adopt and post on its website information on transportation options provided to students. The District is also required to maintain a waitlist of students who are denied access due to capacity and to notify parents when space becomes available. Students must be accepted at District schools throughout the school year as capacity becomes available. The proposed revisions also conform the policy to the repeal of F.S. 1002.39, *John McKay Scholarship for Students with Disabilities*, and adoption of F.S. 1002.394, *Family Empowerment Scholarship Program*.

Board Policy 5120, *Student School Assignment and Attendance Boundary Committee*, is proposed for amendment to clarify that declining enrollment and ability to conduct a viable educational program, as well as the impact of changes to other school boundaries, are factors that the Attendance Boundary Committee takes into consideration when reviewing proposed attendance areas regarding school boundaries.

The Notice of Intended Action was published in the Miami Daily Business Review on December 19, 2022 and posted in various places for public information and mailed to various organizations representing persons affected by the adopted and amended Board policies and individuals requesting notification. The time to request a hearing or protest the adoption and amendment of these policies has elapsed.

The policy amendments were drafted in collaboration with, and reviewed by the Superintendent, Cabinet, and District staff. The Notice of Intended Action and policies with strikethroughs and underlines are attached.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, amend Board Policies 9143, *Secure Our Future Advisory Committee*, 9800, *Charter Schools*, 2431, *Interscholastic Athletics*, 5131, *Student Transfers and Controlled Open Enrollment*, and 5120, *Student School Assignment and Attendance Boundary Committee*, and authorize the Superintendent to file the policies with The School Board of Miami-Dade County, Florida, to be effective January 18, 2023.

¹ The statutory requirements for determining capacity by grade level and updating websites every 12 weeks, as well as the virtual school capacity determinations, also apply to charter schools. Charter school governing boards are responsible for any applicable policy revisions and implementation of these statutory requirements.

NOTICE OF INTENDED ACTION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, announced on December 14, 2022, its intention to amend Board Policies 9143, *Secure Our Future Advisory Committee*, and 9800, *Charter Schools*, at its meeting of January 18, 2023.

PURPOSE AND EFFECT: Board Policies 9143, *Secure Our Future Advisory Committee*, and 9800, *Charter Schools*, are proposed for amendment as a result of statutory amendments, Florida Department of Education rules, and updates to local practices.

SUMMARY: Board Policy 9143, *Secure Our Future Advisory Committee*, is proposed for amendment to implement the requirement in F.S. 1011.71(9) that the Board shares the proceeds of the new millage levy referendum with charter schools within Miami-Dade County. As such, the membership of the Committee is proposed for revision to include representatives from charter schools. Additionally, the Committee is authorized to request and receive reports and documentation from the District and any charter school referendum recipient related to the distribution of the referendum proceeds. The proposed revisions also clarify that charter school boards shall certify to the District that funds will be expended for the stated purposes of the referendum and not used in a manner that would supplant funds, and that they shall provide any information to the District or Committee that may be necessary to ensure fidelity to the stated purposes of the referendum. Board Policy 9800, *Charter Schools*, is proposed for amendment pursuant to HB 225 (2022) specifying that before a vote on any proposed action to renew; terminate, other than an immediate termination under paragraph (c); or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew, terminate, or not renew the charter. A charter automatically renews with the same terms and conditions if notification does not occur at least ninety (90) days before the end of the school year. However, the Sponsor may immediately terminate a charter contract if the Sponsor sets forth in writing the particular facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists, that the immediate and serious danger is likely to continue, and that immediate termination of the charter is necessary. A request for consolidation of multiple charters must be approved or denied within sixty (60) days after the submission of the request unless both parties mutually agree to an extension. If the request is denied, the Board shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within ten (10) days. Additional revisions are proposed as a result of S.B. 2524 (2022), creating F.S. 1002.3301, Charter School Review Commission, which may solicit and review applications for charter schools to be located in this District. Proposed revisions also specify that the Board shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. The terms of a charter school contract must include evidence of sufficient demand to support enrollment projections and the intent to achieve a demographic balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools or school districts. A charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen (15) year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school. Each charter school governing board shall make an election in the charter contract to either: (1) adopt the District's annual comprehensive reading plan; or (2) develop and approve a comprehensive reading plan for their school(s) for the specific use of the evidence-based reading instruction allocation based upon a root-cause analysis, to be submitted to the Department of Education annually. A virtual charter school shall comply with the applicable requirements of F.S. 1002.31 and with the enrollment requirements established under s. 1002.45(1)(e)4. Pursuant to F.S. 435.12, background screenings for charter schools must comply with the requirements of F.S. 1012.465 or F.S. 1012.56, whichever is applicable. Charter schools must comply with all rescreening requirements set forth in law. A charter school shall disqualify any person from employment in any position that requires direct contact with students, including but not limited to instructional personnel and school administrators, as defined in F.S. 1012.01 if the personnel or administrators are ineligible for such employment under F.S. 1012.315 or would be ineligible for an exemption under F.S. 435.07(4)(c). Proposed policy revisions also include various updates to F.S. 1002.33, *Charter Schools*, as a result of SB 758. The Board may not impose additional financial reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency under F.S. 1002.345. Any interlocal agreement or ordinance that imposes a greater regulatory burden on charter schools than on the District, or that prohibits or limits the creation of a charter school, is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools. A charter may be renewed provided that a program review demonstrates that the statutory criteria in F.S. 1002.33(7)(a) have been successfully accomplished and that none of the grounds for nonrenewal established by 1002.33(8)(a) have been expressly found. The charter of a charter school that meets all the renewal requirements and has received a school grade lower than a "B" pursuant to F.S. 1008.34 in the most recently graded school year must be renewed for no less than a 5-year term except as provided in F.S. 1002.33(9)(n). In order to facilitate long-term financing for charter school construction, charter schools operating for a minimum of 3 years and demonstrating

exemplary academic programming and fiscal management are eligible for a 15-year charter renewal. Such long-term charter is subject to annual review and may be terminated during the term of the charter. The Sponsor will not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation. If the Sponsor has not received its allocation due to its failure to submit an approved District salary distribution plan, the Sponsor must still provide each charter school within the District that has submitted a salary distribution plan its proportionate share of the allocation. Pursuant to HB 1557 (2022), charter schools must adopt a procedure for resolving disputes arising under F.S. 1001.42(8)(c) and F.A.C. 6A-6.0791 and shall abide by the District's determination of parental concerns or disputes. Various amendments are also proposed to organize the policy and update references to District practices and state and federal law. The introduction clarifies the Board's role in the charter approval process. The Sponsor shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. The composition of the Application Review Committee (ARC) and the Contract Review Committee (CRC) is updated to reflect current department titles. Policy revisions reflect updates to District processes for applications, charter contracts, charter contract amendments, modifications to the term of a charter, renewals, and closures. As set forth in F.S. 1002.333, the notice of intent for a school of hope shall also include an academic focus and plan, a financial plan, a completed or planned community outreach plan, organizational history of success in working with the students with similar demographics, grade levels to be served and enrollment projections, the proposed location or geographic area proposed, and a staffing plan. Charter schools must submit to the Sponsor all required financial statements including a monthly financial statement summary sheet that contains a balance sheet and a statement of revenues, expenditures, and changes in fund balances, and the Board may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency. A charter school shall make annual progress reports to the Sponsor on an instrument developed by the Sponsor such as the District's performance goals framework or as required by or to monitor the implementation of state and federal law or rule. A charter 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 an approved code of student conduct. The policy clarifies that Exceptional Student Education (ESE) students shall be educated in the least restrictive environment, to the maximum extent that is appropriate. Funds levied under F.S. 1011.71 shall be shared with charter schools based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and used in a manner consistent with the purposes of the levy. The policy revisions delete reference to the obsolete Capital Outlay Committee. Finally, revisions specify that each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018 and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist.

SPECIFIC LEGAL AUTHORITY UNDER WHICH RULEMAKING IS AUTHORIZED: Fla. Stat. ss. 1001.41(1), (2); 1001.42(4), (8); 1001.43(5).

LAWS IMPLEMENTED INTERPRETED OR MADE SPECIFIC: Fla. Stat. ss. 435.07; 1001.42; 1002.31; 1002.33; 1002.3301; 1002.3305; 1002.331; 1002.332; 1002.333; 1002.34; 1002.345; 1002.45; 1006.07; 1006.12; 1011.60; 1011.71; 1012.31; 1012.315; 1012.32; 1012.465; 1012.56.

IF REQUESTED, A HEARING WILL BE HELD DURING SCHOOL BOARD MEETING OF January 13, 2023, 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 December 19, 2022, to the Superintendent, Room 912, at the same address.

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

COPIES OF THE PROPOSED AMENDED POLICY are available at cost to the public for inspection and copying in the Citizen Information Center, Room 158, 1450 N.E. Second Avenue, Miami, Florida 33132.

NOTICE OF INTENDED ACTION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, announced on December 14, 2022, its intention to amend Board Policies 2431, *Interscholastic Athletics*, 5131, *Student Transfers and Controlled Open Enrollment*, and 5120, *Student School Assignment and Attendance Boundary Committee*, at its meeting of January 18, 2023.

PURPOSE AND EFFECT: Board Policies 2431, *Interscholastic Athletics*, 5131, *Student Transfers and Controlled Open Enrollment*, and 5120, *Student School Assignment and Attendance Boundary Committee*, are proposed for amendment as a result of legislative updates and Board action.

SUMMARY: Board Policy 2431, *Interscholastic Athletics*, is proposed for amendment pursuant to Board Agenda Item H-16, Mid-Season Transfers for Interscholastic Athletics, sponsored by Board Member, Dr. Dorothy Bendross-Mindingall, and approved by the Board at its regular meeting of October 19, 2022. Revisions are proposed to better organize the policy and to specify reasons for good cause to permit students to continue playing sports upon receiving a mid-season transfer. Good cause will include students who receive a transfer pursuant to Section II.A. of Policy 5131 and present extenuating circumstances to the Athletic Eligibility Transfer Review Committee (AETRC). Board Policy 5131, *Student Transfers and Controlled Open Enrollment*, is proposed for amendment to enhance the overall organization of the policy and clarify the categories of student transfers. Additionally, the proposed amendments conform to changes required by SB 2524 (2022), amending Florida Statutes, Section 1002.31, Controlled open enrollment; Public school parental choice. The statutory changes now require each District capacity determination identified on the school district website(s) to be updated by grade level every 12 weeks. Additionally, each school district with a contract with an approved virtual instruction program provider shall determine capacity based upon the enrollment requirements established under Fla. Stat. s. 1002.45(1)(e)4. Furthermore, the statutory changes require the District to adopt and post on its website information on transportation options provided to students. The District is also required to maintain a waitlist of students who are denied access due to capacity and to notify parents when space becomes available. Students must be accepted at District schools throughout the school year as capacity becomes available. The proposed revisions also conform to the repeal of F.S. 1002.39, John McKay Scholarship for Students with Disabilities, and adoption of F.S. 1002.394, Family Empowerment Scholarship Program. Board Policy 5120, *Student School Assignment and Attendance Boundary Committee*, is proposed for amendment to clarify that declining enrollment and ability to conduct a viable educational program, as well as the impact of changes to other school boundaries, are factors that the Attendance Boundary Committee takes into consideration when reviewing proposed attendance areas regarding school boundaries.

SPECIFIC LEGAL AUTHORITY UNDER WHICH RULEMAKING IS AUTHORIZED: Fla. Stat. ss. 1001.41(1), (2); 1001.42(4), (8), (10), (20); 1001.43(1).

LAWS IMPLEMENTED INTERPRETED OR MADE SPECIFIC: Fla. Stat. ss. 1000.05; 1001.32; 1001.42(4); 1001.51(6); 1002.20; 1002.31; 1002.38; 1002.394; 1002.40; 1002.45; 1003.02; 1003.03; 1003.05; 1003.21; 1006.07; 1006.15; 1006.195; 1006.20.

IF REQUESTED, A HEARING WILL BE HELD DURING SCHOOL BOARD MEETING OF January 18, 2023, 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 January 13, 2023, to the Superintendent, Room 912, at the same address.

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

COPIES OF THE PROPOSED AMENDED POLICY are available at cost to the public for inspection and copying in the Citizen Information Center, Room 158, 1450 N.E. Second Avenue, Miami, Florida 33132.



Book	Policy Manual
Section	January 18, 2023 - <u>Final</u> Reading
Title	SECURE OUR FUTURE ADVISORY COMMITTEE
Code	9143
Status	<u>Final</u> Reading

9143 - **SECURE OUR FUTURE ADVISORY COMMITTEE**

I. Purpose

The purpose of the Secure Our Future Advisory Committee (Committee) is to review, monitor, and make recommendations to the Superintendent and School Board, and inform the public regarding the use of proceeds generated from the assessment of a 0.75 mill levy of ad valorem taxes (Referendum) approved by voters on November 6, 2018, for the purpose of improving compensation for ~~high-quality~~ high-quality teachers and instructional personnel employed by the Board, and increasing school safety and security personnel for Board-operated schools. The Committee shall also review, monitor, and make recommendations to the Superintendent and School Board, and inform the public regarding the use of the proceeds generated from the assessment of a 1 mill levy of ad valorem taxes (Referendum) approved by voters on November 8, 2022, for the purpose of continuing to improve compensation for teachers and instructional personnel, and improve student safety and security for the public, including charter schools. The Committee is formed to provide transparency and instill confidence in Miami-Dade County taxpayers that these funds will be used for the purpose stated in the Referendum.

II. Responsibilities

A. The Committee should:

1. review and monitor the distribution of the proceeds from the Referendum, including monitoring state funding allocations so that Referendum proceeds are not used in a manner that would indicate supplanting of funds; as well as monitor funding trends which may impact the District beyond the initial referendum period;
2. advise the Superintendent and the Board on the use of the proceeds from the Referendum, excluding all matters related to collective bargaining; and
3. assist in informing the community of the use and distribution of the proceeds from the Referendum and participate in District community outreach efforts.

B. The Committee is authorized to request and receive reports and documentation from the District and any charter school Referendum recipient related to the distribution of the Referendum proceeds. Charter school boards shall certify to the District that funds will be expended for the stated purposes of the Referendum and not used in a manner that would supplant funds and shall provide any information to the District or Committee that may be necessary to ensure fidelity to the stated purposes of the Referendum.

B.C. The Committee's reviews and recommendations shall be reported on an annual basis to the Superintendent, the Board, and the community. The annual report shall assess the fidelity of

distribution of proceeds in accordance with the ballot provisions to ensure that taxpayer funds generated by the Referendum are being used exclusively for operating expenses ~~to improve compensation for high quality teachers, instructional personnel, and to increase school safety and security personnel as set forth above.~~

III. **Membership**

The Committee shall be comprised of the following ~~nineteen (19)~~ twenty one (21) voting and five (5) non-voting members. Appointing persons and entities may also appoint an alternate for voting members. No voting members may be Board employees.

A. Voting Members

1. One (1) member and alternate appointed by each Board member.
2. Two (2) members appointed by the Superintendent.
3. Dade County Council PTA/PTSA President or designee.
4. Chair of the Board's Audit and Budget Advisory Committee or designee.
5. One (1) member appointed by the National Association for the Advancement of Colored People (NAACP).
6. One (1) member appointed by the Spanish American League Against Discrimination (SALAD).
7. One (1) member appointed by the Business Advisory Council.
8. One (1) member appointed by the Family/Community Involvement Advisory Council (FCIAC).
- ~~9.~~ 9. One (1) retired teacher and one (1) retired law enforcement officer appointed by the Board Chair.
- ~~9,10.~~ 9,10. Two (2) charter school governing board members (members shall not be from the same governing board) appointed by the School Board Chair.

B. Ex-Officio Non-Voting Members

1. Inspector General of the District.
2. One (1) member appointed by the United Teachers of Dade.
3. One (1) member appointed by the Fraternal Order of Police.
4. One (1) member appointed by the District Student Government Association.
5. One (1) member appointed by the MDCPS Retirement Benefits Council

C. Ex-Officio Committee Staff

1. Chief Financial Officer
2. Chief Human Capital Officer of the District.

3. Chief of Police and District Security of the District.
4. Chief Auditor of the District.
5. Chief of Staff of the District or Designee

D. Membership Qualifications

1. Each voting member shall have an outstanding reputation for civic involvement, integrity, responsibility, and business or professional ability.
2. Members are also subject to the residency and conflict of interest provisions of Policy 9140 - Citizen's Advisory Committees. In addition, Board member appointments are subject to the multiple appointment restriction in Policy 9140.
3. Members should generally reflect the geographic, ethnic, racial and gender diversity of Miami-Dade County.

E. Terms

1. The term of service for all members is four (4) years and members may be reappointed for unlimited terms.
2. Newly-elected Board members and appointed superintendents may reappoint current Committee members or appoint a new member regardless of the time remaining on the current member's term. Appointments and reappointments should be made within forty-five (45) days of taking office.
3. A member should be automatically removed if the member is absent from three (3) consecutive meetings during the calendar year, except in the event of extenuating circumstances and subject to a vote of the Committee. In extraordinary circumstances and subject to a vote of the Committee, a member may participate telephonically, provided the member is present for the entire meeting. The appearance by phone of any member of the Committee may not be relied upon for the purposes of establishing a quorum.
4. Vacancies due to resignation, disqualification, or removal should be filed within forty-five (45) days.

F. Conflict of Interest

Members are subject to the conflict-of-interest provisions of Policy 9140, Citizen's Advisory Committees.

IV. Meetings

- A. The Committee shall elect a chair and vice-chair and may elect other officers as necessary. The term of office shall be two (2) years.
- B. The Committee shall meet at least two (2) times per year and may hold other meetings as necessary. All meetings and Committee proceedings must comply with Florida's Sunshine and Public Records laws, F.S. Chapters 119 and 286.011.
- C. A majority of the voting members shall constitute a quorum.
- D. Meetings shall be conducted according to the latest version of *Robert Rules of Order*.

- E. The offices of the Superintendent and General Counsel shall provide staff support to the Committee as necessary to accomplish its purpose.

V. Duration

The Committee shall exist until all proceeds of the Referendum have been expended and accounted for or upon a vote or action of the Board sunsetting the existence of the Committee. ~~As provided under Florida law, all proceeds distributed pursuant to the November 2018 Referendum shall only be for the benefit of Board employees and Board operated schools.~~ If a new Board referendum seeking a levy for additional millage for school operational purposes is approved by the voters in the future, such referendum proceeds shall be distributed in accordance with F.S. 1011.71.

Revised 12/9/20

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Legal References: F.S. 1001.43(10)
 F.S. 1011.71(9)

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Book	Policy Manual
Section	January 18, 2023 - <u>Final</u> Reading
Title	CHARTER SCHOOLS
Code	9800
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9800 - CHARTER SCHOOLS

I. The School Board as Sponsor

The School Board ("~~sponsor~~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~~Sponsor as required by law and/or as specified through a separate contract with the ~~sponsor~~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. 1002.3301, Charter School Review Commission

~~B.C.~~ F.S. 1002.3305, College-Preparatory Boarding Academy Pilot Program for at-risk students

~~C.D.~~ F.S. 1002.331, High-performing charter schools

~~D.E.~~ F.S. 1002.332, High-performing charter school system

~~E.F.~~ F.S. 1002.333, Persistently low-performing schools (Schools of Hope)

~~F.G.~~ F.S. 1002.34, Charter technical career centers

The Board designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and the approval of each negotiated charter contract pursuant to State law. The Board shall have final authority, by majority vote, to approve or deny any application and/or charter contract.

Revised

II. Application Procedure

A. Application Submission Guidelines

1. Application

Applications shall be submitted in accordance with the ~~sponsor~~Sponsor's application instructions. Applications ~~must be~~ received by the ~~sponsor~~Sponsor ~~no~~ later than 4:30 p.m. shall be considered received on the following business day, on or before the submission deadline. All charter school proposal materials submitted to the Sponsor become public records pursuant to Chapter 119, Florida Statutes.

Applications shall be submitted to:

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

For further instructions please see www.charterschoolsdadeschools.net.

- 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~~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 in compliance with on the most current the Model Florida Charter School Application and on the most current template, along with any other forms, templates, or appendices required by the ~~sponsor~~Sponsor.
- d. The applicant and ~~sponsor~~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~~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~~Sponsor shall receive and consider charter school applications ~~for charter schools to be opened at a time determined by the applicant. 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 first day of school or the school year~~ for the charter school is ~~mutually agreed to be~~ different than ~~that of the sponsor~~Sponsor's ~~first day of school or school year~~, reasonable ~~processing~~ fees may be assessed for applicable IT programming requirements, ~~training, or other unusual costs incurred as a result of the school's opening date and/or school calendar.~~

B. Application Evaluation Process

1. Evaluation Standard - The District shall review all applications using the current required Florida Standard Model Charter School Application evaluation Evaluation instrument developed by the Florida Department of Education (FDOE) and may also review and consider additional information required by the ~~sponsor~~Sponsor.
2. Initial Review - 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~~Sponsor as cause to deny the final application.

~~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.~~

3. Additional Information

- a. The ~~sponsor~~**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~~**high-performing** charter school, the applicant shall:
 - 1. submit a copy of the required letter from the Commissioner of Education verifying ~~High-Performing~~**high-performing Status status** of the school ~~or high-performing system~~ to be replicated;
 - 2. provide evidence of substantial replication of the educational program of the existing ~~High-Performing~~**high-performing** school ~~or high-performing system~~;
 - 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).
4. Technical Review - The purpose of the technical review is to identify any deficiencies in the written application, appendices, historical performance, and/or other areas that require clarification to fully evaluate the quality of the application. The individuals conducting the technical review shall include District representatives with expertise in the areas defined in the Model Florida Charter School Application, as deemed necessary by CSCS, to properly review each application submitted. The technical review may involve initial review of applications that comply with the ~~sponsor~~**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. The Sponsor shall deny any application (a) that does not comply with the statutory requirements and/or requests for additional information from the Sponsor; 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. Applications may also be rejected without review or action by the ~~sponsor~~Sponsor if they are in violation of the law.

~~d. The individuals conducting the technical review shall include representatives from the following District departments, as deemed necessary by CSCS, 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~~

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

5. Application Review Committee (ARC) - The ARC shall be conducted in accordance with Board policy 9125. The purpose of ~~this committee~~the ARC is to consider deficiencies identified through technical review, identify any additional deficiencies in, and review the written application, appendices, historical performance, and/or other areas that require clarification to fully evaluate the quality of the application and/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 may be permitted by the committee 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~~Sponsor by the Superintendent with a recommendation for approval or denial.

~~f.a.~~ The ARC shall include the Superintendent's cabinet members or appropriate designees with expertise as follows from the following areas of expertise:

~~1.~~ School Leadership and Performance Operations

~~1.2.~~ District Operations

~~2.3.~~ Assessment, Research and Data Analysis

~~3.4.~~ Federal and State Compliance

~~4.5.~~ Charter School Compliance and Support

~~5.6.~~ Academics and Transformation

~~6.7.~~ Diversity Equity and Excellence Advisory Committee

~~7.8.~~ Facilities

~~8.9.~~ Financial Operations

~~9.10.~~ Human Capital

~~10.~~ Management and Compliance Audits (non-voting)

11. Exceptional Student Education

~~12.~~ Bi-Lingual/Bilingual Education

~~12.13.~~ Management and Compliance Audits (non-voting)

~~b.~~ Participation by other non-voting departments, individuals, or entities may be requested by CSCS or required as delegated by the supervising cabinet member or Superintendent.

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

~~h.d.~~ A majority of the entire voting membership (seven (7) voting members) shall constitute a quorum. A quorum is required for any ARC recommendations

C. Charter School Review Commission

The Florida Charter School Review Commission, as authorized under F.S. 1002.3301, may solicit and review applications for charter schools to be located in this District. Within three (3) calendar days after an applicant submits an application for a charter school to the Commission for a charter school to be located in this District, the applicant must also provide a copy of the application to the District by submitting it to:

Charter School Compliance and Support

1450 Northeast 2nd Avenue
Miami, Florida 33132

Within thirty (30) calendar days after receiving a copy of the application, the District may provide input to the Commission on a form prescribed by the Florida Department of Education (FDOE). The Commission must consider such input in reviewing the application. If the Commission approves the application, the Board shall enter into a charter contract with the approved charter school applicant and serve as the charter school's Sponsor in accordance with F.S. 1002.3301, FDOE rules, and this policy.

C.D. Appeals of Application Denials

1. Pursuant to State law, if an application is denied, the ~~sponsor~~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~~Sponsor. The applicant shall also file the appeal with the Board clerk.
2. If the ~~sponsor~~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~~Sponsor fails to act on a high-performing charter application within the statutory deadlines, the application is deemed approved.

III. 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~~Sponsor and applicant in a written contract called a charter. CSCS will annually develop a standard contract that incorporates the State standard contract or standard virtual charter contract. Charter contracts will be negotiated using the ~~sponsor~~Sponsor's standard contract or standard virtual charter contract in accordance with State law and State Board of Education rule. Initial and renewalNew charter contracts and any charter contract amendments, if approved by the CRC and recommended by the Superintendent, shall be presented to the ~~sponsor~~Sponsor for final consideration. High-performing and non-substantive amendments may bypass the CRC process, as determined by the Sponsor. CSCS may negotiate the terms and conditions of the Sponsor's standard contract, standard virtual charter contract, or amendments thereto, with the charter school/applicant and present the negotiated contract to the Charter Contract Review Committee (CRC) for final review and consideration. All charter schools, including but not limited to virtual charter schools and schools of hope, are subject to applicable charter school monitoring and reporting requirements, as set forth in F.S. 1002.33 and this policy.

A. Charter Contract Review Committee (CRC)

1. ~~Contracts approved by the CRC will be submitted to the Sponsor by the Superintendent for final consideration, notwithstanding high-performing and non-substantive amendments that may bypass the CRC as referenced above. The CRC shall be conducted in accordance with Board policy 9125. 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 final terms and conditions or the CRC recommends denial of the contract for other reasons, no recommendation shall be forwarded to the Superintendent. In that case, CSCS will notify the applicant in writing and the charter applicant may then submit any dispute to the Florida Department of Education for mediation and/or the Division of Administrative Hearings (DOAH) in accordance with 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~~CRC. 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 may be permitted by the committee.~~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. Voting members:

i. School Leadership and Performance

~~ii. District Operations~~

~~ii. Assessment, Research and Data Analysis~~

~~iii. Federal and State Compliance~~

~~iv.iii.~~ Charter School Compliance and Support

~~v.iv.~~ Academics and Transformation

~~vi.v.~~ Facilities

~~vii.vi.~~ Financial Operations

~~viii. Grants Administration~~

~~ix. Human Capital~~

~~x.vii.~~ Management and Compliance Audits (non-voting)

b. Participation by other non-voting departments, individuals, or entities may be requested by CSCS or required as delegated by the supervising cabinet

member or Superintendent.

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

d. A majority of the voting entire membership (four (4) members) 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 valid legal structure, including, as applicable, current and active ~~(e.g.,~~ articles of incorporation, bylaws, municipal charter, fictitious name registration filing, 501(c)(3) determination letter, and any other documentation required by state or federal law~~).~~ The applicant shall be a Florida not-for-profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity as provided by law.
- 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 projected to enroll ~~enrolled~~ in each school.
- d. The ~~sponsor~~ 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 decision whether to extend the statutory deadline for contract negotiation and approval shall be made by mutual agreement of the parties. 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 to sections of the application necessitated by the delay or to comply with any changes to law or required by FDOE. ~~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 section II.-A(3)-of this section, subject to the fifteen (15) day requirement for submitting required facilities documentation.
5. An approved contract ~~shall~~ may be considered for amendment or deemed rescinded 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, excluding two (2) planning years, unless a longer term is specifically required or allowed by law. The charter shall address the components and criteria for approval of the charter shall be based on the requirements of F.S. 1002.33(7)(a). 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~~ attorney's fees incurred by the District in connection with complaints to the Office of Civil Rights or the Equal Employment Opportunity Commission.

2. Contract Prerequisites

a. CRC shall not be scheduled until all required documentation has been successfully submitted. Charter schools will be requested to submit all prerequisite documentation at least sixty (60) days prior to the first day of school in order to timely process for Sponsor approval, except for the submission of required facilities documentation fifteen (15) days prior to the first day of school. No CRC shall be scheduled after the sponsor's June Board meeting except at the sole discretion of the sponsor.

a.b. Evidence of a valid legal structure, including, as applicable, current and active articles of incorporation, bylaws, municipal charter, fictitious name registration filing, 501(c)(3) determination letter, and any other documentation required by state or federal law. The applicant shall be a Florida not-for-profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity as provided by law 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.c. Actual location and evidence that a facility has been secured for at least 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~~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 at a minimum, the grade levels, number of students in each grade level, and the total number of students projected to ~~enrolled~~ in each school.

d. Evidence of sufficient demand to support enrollment projections and the intent to achieve a demographics balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools or school districts ~~of the immediate area to support enrollment projections.~~

e. Additional documents as required by law or reasonably requested by the Sponsor to support readiness to open and operate by the time specified in the Contract.

D. Charter Contract Amendments

1. There shall be no modification of any contractual provision(s) of the school's approved 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 may constitute grounds for termination or non-renewal.

2. Amendments may be considered by the ~~sponsor~~Sponsor during any term 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 or for extenuating circumstances as determined by the Sponsor, 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~~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-that~~ specifically detail the governing board support and the amendment request.
5. At the sole discretion of the ~~sponsor~~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;

and may be required to demonstrate the following:

 - 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~~Sponsor may deny an amendment request if the legal entity that holds the charter has an approved application(s) for a charter school(s) that has not yet opened, has a charter school(s) that fails to demonstrate any of items (a) – (d), and/or are under investigation by any investigative authority. The ~~sponsor~~Sponsor may also deny amendments that change the legal entity holding the contract and with whom the ~~sponsor~~Sponsor has initially contracted or that entirely changes the original scope and/or educational program identified in the original approved application.

7. Additional Requirements for Specific Types of Amendment Requests

a. Education Program Amendments

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

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

1. justification for change;
2. effective date of the change; and
3. evidence that financial implications, feasibility, facility, and student access issues have been addressed, including provision of required resources, staff, and materials.

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

b. Location Amendments

1. Official written notification from the governing board must be provided to CSCS by March 1st if the school intends to change~~Changes in~~ location or ~~addition of~~ a location. Requests shall include be supplemented with the following information and supporting documentation:
 - a. description of location, including identification as permanent or temporary, and if the location will be temporary, the request shall include the period of time during which the school will be at the temporary location;
 - b. effective date of the relocation;
 - c. evidence that financial implications, feasibility, facility, and student access issues have been addressed;

- d. written evidence from at least fifty-one percent (51%) of school parent households supporting each amendment request, including parent contact information; and
- e. evidence of the school's property interest in the facility (owner or lessee).

- 2. The ~~sponsor~~Sponsor ~~if-is~~ not obligated to agree to requests for additional facilities, campuses, and/or locations associated with a charter school's operations, unless required by law.
- 3. The school shall not change or add facilities or locations at any time during the term of this contract without prior approval of the ~~sponsor~~Sponsor through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of ~~this-the~~ contract and is good cause for termination.
- 4. If the request for a location amendment involves a facility that is shared with another charter school having a separate Master School Identification Number~~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 ~~s-a and b-~~ 7(b)(1) above.
- 5. No later than fifteen (15) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government.
- 6. If a charter school relocates from a facility that is shared with another charter school having a separate Master School Identification Number, the charter school shall provide for an audit of all equipment, educational materials and supplies, curriculum materials, and other items purchased or developed with federal charter school program grant funds, and such items must be transferred to the charter school's new location. The audit report must be submitted to the Department of Education within sixty (60) days after completion in accordance with applicable statutory requirements. Copies shall also be filed with the Sponsor.

c. Enrollment Capacity Amendments

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

- 1. justification for change;
- 2. effective date of the change;

3. evidence of proper facility approvals and/or allowable facility capacity;
4. evidence that financial implications, feasibility, facility, and student access issues have been addressed; and
5. evidence of demand.

Official written notification from the governing board must be provided to CSCS by March 1st if the school intends to add, change, or eliminate grade levels in the current contract. If a change in enrollment results in a change in grade levels, the school must comply with the requirements set forth in Section II.D.7.a. A charter school designated as high-performing pursuant to State law shall notify the ~~sponsor~~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~~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. Modification of Term of Charter

Official written notification from the governing board must be provided to CSCS by March 1st if the school intends to request to modify its charter term, effective the following school year.

High-Performing Charter School: A charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen (15) year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

Charter Lab School: A charter lab school is eligible for a charter for a term of up to 15 years.

Facility Financing: To facilitate access to long-term financial resources for charter school construction, charter schools that are operated by a private, not-for-profit, s. 501(c)(3) status corporation, operating for a minimum of 3 years, and demonstrating exemplary academic programming and fiscal management are eligible for up to a 15-year charter, subject to approval by the Sponsor. Requests for such amendments shall include information and supporting documentation pertaining to financing arrangements and school's current financial status/viability.

Such long-term charters remain subject to annual review and may be terminated during the term of the charter, pursuant to the law.

d.e. Management Company Contract Amendments

All proposed amendments to the contract between the school and the management company must be submitted to the ~~sponsor~~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.

f. Consolidation of Multiple Charter Schools

Charter schools that are operated under the same governing board may request to consolidate into a single charter contract. A request for consolidation of multiple charters must be approved or denied within sixty (60) days after the submission of the request unless both parties mutually agree to an extension. If the request is denied, the Board shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within ten (10) days.

8. ~~CSCS will negotiate any significant amendments or changes that deviate from the school's approved charter contract language for presentation to the CRC for final consideration. 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. ~~Upon amendment, a contract shall be updated to align with the current Sponsor's standard charter contract or standard virtual charter contract. 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~~referenced in charter school contracts.

IV. 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~~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. The NOI shall include all of the requirements of F.S. 1002.333. The PBA shall be comprised of the NOI and additional components set forth in F.S. 1002.333. The NOI shall be incorporated by reference and attached to the PBA.

2.3. 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.

3.4. The PBA or NOI may be amended by the School of Hope and the Sponsor if both parties mutually agree to the amended terms of the contract. The amended performance-based agreement must include the signatures of both parties.

4.5. District facilities for a School of Hope shall be made available as allowed-required by law.

V. 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~~Sponsor.

VI. School Governance/Management

- A. Charter schools shall ~~be~~ organized ~~as~~ or ~~be~~ operated by a Florida non-profit ~~organized-organization~~ 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 charter school shall provide the Sponsor with the name and contact information of the parties involved in the charter school's conflict resolution process, as well as provide it annually in writing to parents and posted prominently on the charter school's website. The representative must reside in Miami-Dade County and may be a governing board member, a charter school employee, or an individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate representative for each charter school in the district. 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. The charter school shall notify the Sponsor within two (2) business days of any change in the contact information of the representatives or parties.
 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-. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under F.S. Chapter 120.
 4. Governing board members must:
 - a. notify the ~~sponsor~~Sponsor of changes in membership within ~~forty-eight (48) hours~~two (2) business days of any change; and
 - b. successfully fulfill a background check by the ~~sponsor~~Sponsor, as specified by law, within thirty (30) days of appointment.

Instructional and noninstructional personnel who are hired or contracted to fill positions in a charter school other than a school of hope as defined in s. 1002.333, and members of the governing board of such charter school, in compliance with s. 1002.33(12)(g), upon employment, engagement of services, or appointment, shall undergo background screening as required under s. 1012.465 or s. 1012.56, whichever is applicable, by filing with the District a complete set of fingerprints taken by an authorized law enforcement agency or an employee of the school or District who is trained to take fingerprints. Costs of background screening shall not be borne by the ~~sponsor~~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~~DOE--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 (For disputes between the Sponsor and ~~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~~Sponsor and the charter school governing board agree that the existence and the details of a contract dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance which may be directly affected by such dispute. However, the ~~sponsor~~Sponsor may withhold charter school payments for noncompliance pursuant to the contract while a dispute is pending.
- b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the ~~sponsor~~Sponsor and the charter school's

~~governing board chair director~~ for further consideration and discussion to attempt to resolve the dispute.

- c. Should the representatives named in paragraph ~~VI.B.2.(ii)~~ be unable to resolve the dispute within ten (10) days of the date of notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.
- d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of notification by one party to the other of the existence of such dispute, then the matter may be resolved as provided by law.

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

- a. Charter schools shall adopt a conflict resolution process that has been approved by the ~~sponsor~~ Sponsor. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board pursuant to the school's approved ~~dispute-conflict~~ resolution process.
- b. Evidence of each parent's/guardian's acknowledgement of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the ~~sponsor~~ Sponsor.
- c. All charter school governing boards shall notify their employees, in writing, that charter school employees are not Board employees and are subject to the conditions, standards, and expectations established by the charter school's governing board. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.
- d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.
- e. Charter schools must adopt a procedure for resolving disputes arising under F.S. 1001.42(8)(c) and F.A.C. rule 6A-6.0791 and shall abide by the District's determination of parental concerns or disputes as stated in the rule. ~~The sponsor shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. Representatives of the school's contracted vendors or entities (e.g. education service providers, management companies, consultants) may not serve as the conflict resolution contact for conflicts between the school and parents. The sponsor shall be notified immediately of any change in the contact information.~~

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

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

C. Management Companies/Education Service Provider

1. If a management company/education service provider or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the ~~sponsor~~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~~Sponsor before any payment is made to any of the entities.
2. Any amendments to these contracts shall be submitted to the ~~sponsor~~Sponsor for approval prior to execution by the charter school. A copy of all executed contracts must be provided to the ~~sponsor~~Sponsor within the timeframe provided by the charter contract.
3. All management company/education service provider contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations. The contracts must provide the ability for the charter school to terminate the contract and that the management company/education service provider must comply with the school's charter contract with the ~~sponsor~~Sponsor. Additionally, all management company/education service provider contracts with charter schools shall contain clearly defined performance indicators for evaluating the management company/education service provider, initial contract execution date, and renewal amendment provisions. Any default or breach of the terms of the charter contract by the management company(ies)/education service providers shall constitute a default or breach of the charter contract by the charter school.
4. Neither employees of the management company/education service provider nor members of the management company's/education service provider's, employees' families, as defined by F.S. 1002.33(24)(~~6~~)2, shall serve on the charter school's governing board or serve as officers of the corporation.
5. The District may, at its sole determination, provide ~~management~~ services to a charter school through a separately negotiated ~~management~~ agreement.

D. Charter School Employees

1. A charter school shall disqualify any person from employment in any position that requires direct contact with students, including but not limited to instructional personnel and school administrators, as defined in F.S. 1012.01, ~~from employment in any position that requires direct contact with students,~~ if the personnel or administrators are ineligible for such employment under F.S. 1012.315 or would be ineligible for an exemption under F.S. 435.07(4)(c).
2. Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the

personnel are serving or over which the personnel exercises jurisdiction or control pursuant to F.S. 1002.33.

3. Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), review the affidavits of separation from previous employers pursuant to F.S. 1012.31, screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.
4. Employees, representatives, agents, subcontractors, vendors, third party service providers, or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet ~~level~~Level 2 screening requirements as described in F.S. 1012.32 and 435.04.
5. School employees shall not be hired prior to the ~~sponsor~~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~~. Background screenings must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56, whichever is applicable. Charter schools must comply with all rescreening requirements set forth in law. Instructional and noninstructional personnel who are hired or contracted to fill positions in a charter school other than a school of hope as defined in s. 1002.333, and members of the governing board of such charter school, in compliance with s. 1002.33(12)(g), upon employment, engagement of services, or appointment, shall undergo background screening as required under s. 1012.465 or s. 1012.56, whichever is applicable, by filing with the Sponsor a complete set of fingerprints taken by an authorized law enforcement agency or an employee of the school or school District who is trained to take fingerprints. Costs of background screening shall be the responsibility of the charter school.
6. The school agrees to conduct general drug screening on all applicants for instructional and non-instructional positions with the school, including contracted personnel, in compliance with Policy 1124, Drug-Free Workplace, Policy 3124, and Policy 4124 and the *Miami-Dade County Public Schools Drug-Free Workplace Technical Guide*. School employees shall not be hired prior to the ~~sponsor~~Sponsor's receipt and review of drug screening results. The school shall not hire applicants who have received a negative drug screening result.
7. ~~Either the~~The charter school or the applicant must pay the cost of background screening.

VII. School Operations

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

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

~~C.B.~~ The ~~sponsor~~Sponsor may document, in writing, any discrepancies or deficiencies-- whether fiscal, educational, or related to school climate and safety-- 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~~Sponsor staff.

~~D.C.~~ 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~~Sponsor may withhold monthly payments for FTE for enrollment that exceeds the capacity specified by the charter contract or approved facility capacity.

~~E.D.~~ The charter school's calendar will be consistent with the beginning of the ~~sponsor~~Sponsor's calendar for every school year or at a time determined by the charter school governing board, as set forth above and must provide instruction for at least the minimum number of days and ~~hours~~minutes required by law for other public schools and may provide instruction for additional days. Should the charter school elect to provide a summer program, additional days, or year-round school, the charter school shall notify the ~~sponsor~~Sponsor, in writing, each year to ensure appropriate record keeping.

~~F.E.~~ 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~~Sponsor's summer school programs, the school shall reimburse the ~~sponsor~~Sponsor for the cost of each student's summer school program. If the school fails to comply with this provision, the ~~sponsor~~Sponsor may deduct the appropriate amount from the school's subsequent FTE payments or Federal funding payments as appropriate.

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

1. Only the ~~sponsor~~Sponsor may expel a student.

2. ~~A charter school may not persuade a parent to voluntarily withdraw their child or involuntarily withdraw/dismiss or transfer a student unless the withdrawal/dismissal or transfer is accomplished after appropriate due process is provided and according to the approved COSC. For purposes of this paragraph, the Sponsor defines dismiss and withdraw as the same term.~~

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

3.4. Any student/parent handbook, curriculum bulletin, and student/parent contract shall also be submitted to the ~~spensør~~Sponsor for approval prior to implementation. Any amendments must be approved by the ~~spensør~~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.~~

4.5. ~~The A~~ charter school may be required to provide proof of parent/guardian's receipt of student code of conduct, handbook, or parent contract.

5.6. 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.

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

H.G. Enrollment Lottery and Wait List Documentation

~~The school~~Charter schools 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 ~~spensør~~Sponsor upon request.

I.H. Admissions or Dismissals/~~Withdrawals~~

- Admission and/or dismissal/~~withdrawal~~ must not be based on a student's academic performance. Further, any dismissal/~~withdrawal~~ must be aligned with the processes outlined in the ~~Code of Student Conduct~~COSC approved by the ~~spensør~~Sponsor, as well as section VII G.2. above.

J.I. Charter School Student Transfers

Students shall only be transferred pursuant to Policy 5131, *Student Transfers and Controlled Open Enrollment*. 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~~Sponsor prior to use.
3. A virtual charter school shall comply with the applicable requirements of F.S. 1002.31 and with the enrollment requirements established under s. 1002.45(1)(e)4. when enrolling students.

K.J. Food Service and Transportation

Unless otherwise determined at the sole discretion of the ~~sponsor~~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.K. 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/~~property~~ owner, if applicable, shall be submitted to the ~~sponsor~~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~~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~~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~~Sponsor for review prior to execution.

3. A copy of all executed contracts must be provided to the ~~sponsor~~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~~Sponsor may provide facilities to a District-managed charter school pursuant to a separate lease or use agreement.

M.L. Academic Accountability

Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter.

1. The ~~sponsor~~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~~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. Each charter school governing board shall make an election in the charter contract to either: (1) adopt the District's annual comprehensive reading plan; or (2) develop and approve a comprehensive reading plan for their school(s) for the specific use of the evidence-based reading instruction allocation based upon a root-cause analysis, to be submitted to the Department of Education annually.
3. The charter school shall make annual progress reports to the ~~sponsor~~Sponsor on an instrument developed by the Sponsor such as the District's performance goals framework or as otherwise required by the Sponsor to monitor implementation of state and federal law or rules 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, to the maximum extent that is appropriate. Special classes, separate schools, or removal of children with disabilities from the regular educational environment should only happen when the nature or severity of the disability of the child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. 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~~Sponsor shall evaluate students referred for potential special education and gifted placement in accordance with Federal and State statutes.
 - d. Non-compliance with these requirements shall result in the ~~sponsor~~Sponsor's withholding of subsequent payments to the charter school without interest (including State capital outlay payments)⁷ 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 personnel with English for Speakers of Other Languages (ESOL) Coverage/Endorsement, or an active waiver code, certified personnel who will follow the ~~sponsor~~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~~Sponsor as required by law and/or FDOE within the timelines specified by the ~~sponsor~~Sponsor and the ~~FLDOE~~FDOE.

N.M. Financial Accountability

1. In order to provide comparable financial information, charter schools shall maintain all financial records in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled, Financial and Program Cost Accounting and Reporting for Florida Schools. Charter school governing boards shall also annually adopt and maintain an operating budget as required by F.S. 1002.33(9)(h). Charter schools shall provide annual financial reports and program cost report information in the State-required formats for inclusion in the ~~sponsor~~Sponsor's reporting in compliance with F.S. 1011.60(1) and 1002.33(9)(g). The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, regardless of corporate structure F.S. 1002.33(9)(g). The annual financial audit must be in the State-required format.
2. First year charter schools may be ~~required~~requested to provide the ~~sponsor~~Sponsor any of the following, which may be in addition to information otherwise required by law:
 - a. A sensitivity analysis and financial plan based on enrollment of fifty percent (50%), seventy-five percent (75%), and 100% of projected capacity.
 - b. Cash flow projections for the first year, displayed by month, and a plan to fund any cash flow shortfalls, updated monthly.

- c. Contingency plans to replace any loss of State funds for both operation and capital expenditures.
 - d. Within forty-five (45) days of month-'s end, reconciliations of all bank accounts, ~~which must include a~~ A copy of the entire bank statement of each account, must be attached to the bank reconciliation.
3. Title I: Upon District Title I Schoolwide Program eligibility designation, a memorandum of record will be mailed directly to the governing board chairperson, for the upcoming school year's Title I Schoolwide Program budget. The school shall complete the Title I Budget Appropriation Details Form for the upcoming school year using the allocation provided and in accordance ~~to~~ with 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.

4. Financial Policies: The school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of these policies to the ~~sponsor~~ Sponsor upon request.
5. Payments to Charter Schools
- a. Florida Education Finance Program (FEFP) Payments – The ~~sponsor~~ 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 ~~spenser~~Sponsor shall make payments to the school pursuant to law.
- c. Miscellaneous Payments – The ~~spenser~~Sponsor shall make timely miscellaneous payments to the school upon receipt of funding from the Florida Department of Education (~~FLDOE~~FDOE) for various programs including Title I and MAP-. If the Sponsor has not received its allocation due to its failure to submit an approved District salary distribution plan, the Sponsor must still provide each charter school within the District that has submitted a salary distribution plan its proportionate share of the allocation.
- 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 ~~spenser~~Sponsor for the use of the funds that complies with all applicable State rules and Federal regulations, including but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations; and demonstrate that the school is prepared and able to pay for required services on a reimbursement basis so that services will be timely provided and administration of Federal funds will be properly monitored in compliance with applicable rules and regulations.

A school of hope or a nonprofit entity that operates more than one school of hope through a performance-based agreement with the Sponsor in which it is designated as a local education agency by the FDOE for the purposes of receiving federal funds, accepts the full responsibility for all local education agency requirements and the schools for which it will perform local education agency responsibilities.

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

f. Conditions for Non-payment – The ~~spen~~~~se~~~~r~~~~S~~~~pon~~~~s~~~~o~~~~r~~ Sponsor may withhold payment, without interest, for violation of law or as specified in the charter including, but not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity or allowable facility capacity, failure to submit a timely annual audit, insufficient instructional minutes and/or days, inappropriate facility licenses, approvals and/or permits, failure to provide services to ESE or ELL students as required by law, transferring students without obtaining the required parental consent or in violation of the Code of Student Conduct, if applicable, and failure to obtain successful background clearance for potential employees, contractors, and/or governing board members.

f.g. Voter Approved Referendum Funding – Funds levied under F.S. 1011.71 shall be shared with charter schools in accordance with law, based on each charter school’s proportionate share of the district’s total unweighted full-time equivalent student enrollment and used in a manner consistent with the purposes of the levy. The referendum must contain an explanation of the distribution methodology consistent with the requirements of F.S. 1011.71. The fidelity of the distribution of referendum proceeds is governed by Board Policy 9143.

6. Financial Reports: As specified by the Charter School ~~Benchmarks~~Tasks, the charter school shall provide to the ~~spen~~~~se~~~~r~~~~S~~~~pon~~~~s~~~~o~~~~r~~ Sponsor all required financial statements including a monthly financial statement summary sheet that contains a Balance Sheet and a Statement of Revenues, Expenditures, and Changes in Fund Balances. The balance sheet and the statement of revenue, expenditures, and changes in fund balance shall be in the governmental funds format prescribed by the Governmental Accounting Standards Board. A high-performing charter school shall provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statement summary sheet pursuant to law. The Sponsor may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency under F.S. 1002.345.

7. Annual Financial Statements

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

b. Annual Financial Audit - The charter school agrees to submit to and pay for an annual financial audit and any legally authorized Special Purpose Statements of the corporation, in compliance with Federal, State and ~~spen~~~~se~~~~r~~~~S~~~~pon~~~~s~~~~o~~~~r~~ 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 ~~spen~~~~se~~~~r~~~~S~~~~pon~~~~s~~~~o~~~~r~~ Sponsor no later than September 15th of each

year. If the charter school's audit reveals a deteriorating financial condition, the ~~spen~~~~se~~~~r~~~~S~~~~p~~~~o~~~~n~~~~s~~~~o~~~~r~~ and/or the auditors are required to notify the charter school's governing board, the ~~spen~~~~se~~~~r~~~~S~~~~p~~~~o~~~~n~~~~s~~~~o~~~~r~~ 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 ~~spen~~~~se~~~~r~~~~S~~~~p~~~~o~~~~n~~~~s~~~~o~~~~r~~ 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.
- c. Failure to comply with the timely submission of all financial statements in the required format specified by the ~~spen~~~~se~~~~r~~~~S~~~~p~~~~o~~~~n~~~~s~~~~o~~~~r~~, shall constitute a material breach of the charter contract and will result in the ~~spen~~~~se~~~~r~~~~S~~~~p~~~~o~~~~n~~~~s~~~~o~~~~r~~'s withholding of subsequent payments to the charter school without interest, (including capital outlay payments), and may result in non-renewal or termination for good cause.
- d. Upon the ~~spen~~~~se~~~~r~~~~S~~~~p~~~~o~~~~n~~~~s~~~~o~~~~r~~'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 ~~spen~~~~se~~~~r~~~~S~~~~p~~~~o~~~~n~~~~s~~~~o~~~~r~~ with written confirmation from the IRS of such non-requirement.

8. Capital Outlay Payment Process

- a. Using the State-issued online form, each charter school requesting capital outlay funds must submit a charter school Capital Outlay Plan to the ~~FLDOEFDOE~~.
- b. Upon accessing the charter school Capital Outlay Plan from the ~~FLDOEFDOE~~'s online system, CSCS will review the plan to ensure accuracy of information submitted. If inaccuracies are identified, CSCS shall inform the ~~FLDOEFDOE~~. If further review is deemed necessary, the ~~sponsor~~Sponsor's Chief Financial Officer may convene a committee to review.

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

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

~~A majority of the entire membership constitutes a quorum for voting purposes.~~

~~d. Capital outlay payments will be distributed pursuant to law.~~

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

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

9. Review and Audit

- a. The ~~sponsor~~Sponsor has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33 and applicable statutes and rules. The charter school shall provide the ~~sponsor~~Sponsor with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan which shall be prepared and submitted within thirty (30) days from the date of the management letter.

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

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

a. A charter school shall be subject to an expedited review by the ~~spen~~sorSponsor upon the occurrence of any of the conditions specified in F.S. 1002.345.

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

c. The governing board and the ~~spen~~sorSponsor 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 ~~spen~~sorSponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.

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

e. The ~~spen~~sorSponsor may require periodic appearances of governing board members and charter school representative.

2. Financial Emergency – The charter shall ensure that, if a charter school's internal audit or annual financial audit reveals a state of financial emergency as defined by F.S. 218.503 or deficit financial position, the auditors shall notify the charter school's governing board, the ~~spen~~sorSponsor, 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 ~~spen~~sorSponsor and the Florida Department of Education, pursuant to F.S. 1002.345.

3. Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the ~~spen~~sorSponsor.

4. The ~~sponsor~~Sponsor may require periodic appearances of governing board members and charter school representative.
- c. A Financial Recovery Plan Staff Group (FRSG) shall be convened to call for expedited reviews, make determinations of deteriorating financial condition, and review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when applicable, make recommendations to the Chief Auditor. The FRSG may request At least one (1) representatives of the charter school ~~must to~~ be available to answer questions.
 1. The FRSG shall be comprised of staff members from Financial Operations, Charter School ~~Operations~~Compliance and Support, and, when appropriate, the Office of Management and Compliance Audits.
 2. The Chief Auditor will present the ~~FRSG's recommendation~~Corrective Action Plans and Financial Recovery Plans to the ~~sponsor~~Sponsor's independent Audit Committee for review and ~~recommendation transmission~~ to the Board.
 3. Inability to cure a deteriorating financial condition and/or status of financial emergency shall result in termination of the charter school contract.

10. Grants

- a. If the ~~sponsor~~Sponsor is required to be the fiscal agent for a grant, the charter school shall comply with the ~~sponsor~~Sponsor's grant procedures as indicated in the charter contract.
- b. The ~~sponsor~~Sponsor shall receive written approval from the charter school to include the charter school in a ~~Sponsor~~Sponsor-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.
- c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The ~~sponsor~~Sponsor may review these records, upon reasonable notice.
- ~~e.d.~~ Unless otherwise mutually agreed to by the charter school and its sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the sponsor for the benefit of the charter school's students, and the charter school's students as public school students in the school district. Such federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds.1 To receive timely reimbursement for an invoice, the charter

school must submit the invoice to the sponsor at least 30 days before the monthly date of reimbursement set by the sponsor. In order to be reimbursed, any expenditures made by the charter school must comply 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. Such funds may not be made available to the charter school until a plan is submitted to the sponsor for approval of the use of the funds in accordance with applicable federal requirements. The sponsor has 30 days to review and approve any plan submitted pursuant to this paragraph.

- 11. Fees - The Sponsor may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in F.S. 1002.33 calculated based on weighted full-time equivalent students. The Sponsor will not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation.

O. Interlocal Agreements

Notwithstanding any other provision of law, an interlocal agreement or ordinance that imposes a greater regulatory burden on charter schools than on the District, or that prohibits or limits the creation of a charter school, is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.

VIII. Charter Renewals

Prior to renewal of a charter, the ~~sponsor~~Sponsor shall perform a program review to determine accomplishment of the criteria in F.S. 1002.33(7)(a), ~~the following:~~

- ~~1. the level of success of the current academic program,~~
- ~~2. achievement of the goals and objectives required by State accountability standards and successful accomplishment of the criteria under F.S. 1002.33(7)(a),~~
- ~~3. the viability of the organization,~~
- ~~4. compliance with terms of the charter, and~~
- ~~5. that none of the statutory grounds for non-renewal exist.~~

Any charter school seeking renewal shall be required to complete a charter renewal application packet and undergo the ~~sponsor~~Sponsor's renewal process. The charter renewal application packet shall include supporting documentation of successful accomplishment of the criteria in F.S. 1002.33(7)(a) for items (A)-(E) ~~above~~.

1. 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.

2. A charter may be renewed provided that a program review demonstrates that the criteria in F.S. 1002.33(7)(a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph F.S. 1002.33(8)(a) have been expressly found. The charter of a charter school that meets these requirements and has received a school grade lower than a "B" pursuant to s. 1008.34 in the most recently graded school year must be renewed for no less than a 5-year term except as provided in paragraph (9)(n). In order to facilitate long-term financing for charter school construction, charter schools operating for a minimum of 3 years and demonstrating exemplary academic programming and fiscal management are eligible for a 15-year charter renewal. Such long-term charter is subject to annual review and may be terminated during the term of the charter.
3. The 15-year charter renewal that may be granted pursuant to subparagraph 1. must be granted to a charter school that has received a school grade of "A" or "B" pursuant to s. 1008.34 in the most recently graded school year and that is not in a state of financial emergency or deficit position as defined by this section. Such long-term charter is subject to annual review and may be terminated during the term of the charter pursuant to F.S. 1002.33(8). Such long-term charter is subject to annual review and may be terminated during the term of the charter.

~~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.~~

IX. 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. The Sponsor has the right to non-renew or terminate any charter as specified in statute or the charter contract.~~

- A. Ninety-Day Termination/Non-Renewal: Before a vote on any proposed action to renew; terminate, other than an immediate termination under F.S. 1008.33(c); or not renew the charter and at least 90 days before the end of the school year, the Sponsor shall notify the governing board of the school in writing of the proposed action to renew, terminate, or not renew the charter. 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. The written notice shall include the express findings that one or more of the grounds for termination or non-renewal exists by clear and convincing evidence. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the school's governing board may, within 14 calendar days after receiving the notice, request a hearing. A charter automatically renews with the same terms and conditions if notification does not occur at least ninety (90) days before the end of the school year. 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 Office of the General Counsel. 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~~Sponsor. If the request is legally sufficient pursuant to F.S. Chapter 120(5)(b)4, the Office of the General Counsel 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~~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~~Sponsor may immediately terminate a charter school contract if the Sponsor sets forth in writing the particular facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists, that the immediate and serious danger is likely to continue, and that immediate termination of the charter is necessary. The Sponsor's determination is subject to the procedures set forth in F.S. 1002.33(8)(b), (c), except that the hearing may take place after the charter has been terminated, pursuant to law. Upon immediate termination, the ~~sponsor~~Sponsor shall notify the charter school governing board, ~~and charter school principal, and the FDOE~~ in writing of the facts and circumstances supporting the immediate termination basis for the immediate termination. The Sponsor shall clearly identify the specific issues that resulted in immediate termination and provide evidence of prior notification of issues resulting in immediate termination, if applicable. Upon receiving written notice from the Sponsor, the charter school's governing board has 10 calendar days to request a hearing. ~~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 Office of the General Counsel. 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~~Sponsor. If the request is legally sufficient pursuant to F.S. Chapter 120(5)(b)4, the Office of the General Counsel 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 final order unless the continued operation of the charter school would materially threaten the health, safety, and welfare of the students.~~ The Sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students. The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. 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~~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~~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~~Sponsor.
 2. Student records and copies of administrative, operational, and financial records of the charter school shall be made available to the ~~sponsor~~Sponsor immediately.
 3. The ~~sponsor~~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.

Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than \$10,000 per expenditure without prior written approval from the Sponsor unless such expenditure was included within the annual budget submitted to the Sponsor pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal or is for reasonable fees and costs to conduct an independent audit. An independent audit shall be completed within 30 days after notice of nonrenewal, closure, or termination to account for all public funds and assets. The Sponsor may, at its discretion, withhold from the school's FEFP payment or request payment of an amount equal to the cost of the final independent audit and make payment directly to the independent auditor. A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable. A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with its Sponsor. A violation of this paragraph triggers a reversion or clawback power by the Sponsor allowing for collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs, shall be levied against the person or entity receiving the accelerated amount.

X. School Safety Requirements

Each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018

and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist. (See also, Board Policy 8405, *School Safety*, and Policy 8410, *Emergency Management, Preparedness, and Response*).

XI. Interpretation

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

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Legal References:

- 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. 435.07](#)
- 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)
- [F.S. 1002.3301](#)
- [F.S. 1002.3305](#)
- F.S. 1002.331
- F.S. 1002.333
- F.S. 1002.345
- [F.S. 1006.07](#)
- [F.S. 1006.12](#)
- F.S. 1008.31
- F.S. 1008.34
- F.S. 1011.60(1)
- [F.S. 1011.71](#)
- F.S. 1012.01
- [F.S. 1012.31](#)
- F.S. 1012.315
- F.S. 1012.32

[F.S. 1012.465](#)

[F.S. 1012.56](#)

F.S. 1013.12

F.S. 1013.62

Chapter 96-186(1) Laws of Florida

[F.A.C. 6A-1.0018](#)

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

[F.A.C. 6A-6.0791](#)

~~FLDOE~~[FDOE](#) Forms IEPC-M1, IEPC-M2, IEPC-SC, IEPC-VI,
IEPC-V2, IEPC-M1A

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Book	Policy Manual
Section	January 18, 2023 - <u>Final</u> Reading
Title	INTERSCHOLASTIC ATHLETICS
Code	2431
Status	<u>Final</u> Reading

2431 - **INTERSCHOLASTIC ATHLETICS**

I. Interscholastic Athletic Program

The District's program of interscholastic athletics shall include all activities relating to competitive sport contests, games, or events involving individual students or teams of students from high schools in this District with those from a high school in another district. Middle school/K-8 center athletic teams may not play out-of-county or against out-of-county teams within the county. All students shall be permitted to select their own school team sports activities without duress or interference by any employee.

All high schools may become members of and be governed by the Florida High School Athletic Association (FHSAA) rules and regulations.

All high school students in FHSAA-member schools shall comply with the eligibility requirements established by the FHSAA and/or other applicable member associations. The School Board may adopt more stringent rules of eligibility to be met by all students participating in the interscholastic program, including but not limited to requirements that each student be in good physical condition, be free of injury, and have fully recovered from illness before participating in any interscholastic athletic event. Individual verification will be done at the school site.

There shall be no organized program of interschool competition of a varsity pattern for elementary school children in any activity. Boxing, tackle football, and other body contact sports shall not be included in any program for children in ~~the~~ elementary schools.

No student shall be excused from a class or supervised study for an extended period of consecutive days to participate in interscholastic athletics.

The Superintendent shall develop appropriate administrative procedures for the operation of the athletic program which provide:

- A. the District shall assume no liability for any student with a health condition who has been authorized to play by the parents and their physician;
- B. any student who incurs an injury requiring a physician's care is to have the written approval of a physician prior to the student's return to participation;
- C. ~~in order to~~ minimize health and safety risks to student-athletes and maintain ethical standards, school personnel, coaches, and athletic trainers should never dispense, supply, recommend, or permit the use of any drug, medication, or food supplement solely for performance-enhancing purposes;

- D. the Superintendent is to ensure that sportsmanship, ethics, and integrity characterize the manner in which the athletic program is conducted and the actions of students who participate.

~~In order to~~To support the FHSAA's program to strengthen sportsmanship, ethics, and integrity, the Board may:

- A. adopt policies (upon recommendation of the administration) ~~which that~~ reflect the District's educational objectives and promote the ideals of good sportsmanship, ethics, and integrity;
- B. reinforce the concept that participation in athletic activities ~~are~~is a privilege, not a right;
- C. attend and enjoy school athletic activities, serving as a positive role model and expecting the same from parents, fans, participants, coaches, and other school personnel;
- D. support and recognize participants, coaches, school administrators, and fans who display good sportsmanship;
- E. recognize the value of school athletic activities as a vital part of education.

Regulations to be observed by school personnel are found in the Interscholastic Athletic Manual and in the Middle Schools and K-8 Centers Program Administrative Athletic Procedures Manual, and are on file in the Office of Board Recording Secretary, the Citizen Information Center, and the Office of the Board Clerk.

The Division of Athletics/Activities and Accreditation shall:

- A. provide the schools with consistent, unified leadership in their athletic programs.
- B. provide athletic opportunities to all high school and middle school students.
- C. develop and recommend policies for Board consideration that will continue the development of athletics within the overall educational program.
- D. carry out and administer the Board's policies through the Office of the Superintendent.
- E. interpret Board policy to the extent necessary to provide guidance for schools in areas not specifically covered by policy.
- F. provide the management leadership on a countywide basis to enable all students to develop their individual athletic capabilities and receive maximum benefit from balanced, well-managed, and well-operated athletic programs.

II. **Greater Miami Athletic Conference (GMAC)**

Other than Christopher Columbus High School, non-public schools shall not be permitted to become members of the GMAC.

The Executive Committee of the GMAC shall consist of: president, first vice president, second vice president, immediate past president, two (2) delegated principals (north and south), two (2) delegated athletic directors (north and south), an FHSAA board representative, a representative of the secondary principals group, and four (4) members-at-large. The Administrative Director of the Division of Athletics/Activities and Accreditation and the GMAC Executive Secretary serve as non-voting, ex-officio members. Two (2) members from the same school may not serve on the executive committee at the same time.

The executive secretary shall be responsible for supervision of the high school athletic program as prescribed in the bylaws, standing rules, and policies of the GMAC, and shall be the executive officer of this conference.

The Administrative Director of the Division of Athletics/Activities and Accreditation shall:

- A. administer a special trust fund ~~shall~~ to aid schools in financial distress by assessment of each GMAC member school, on a one-time basis, an amount not to exceed \$1,000. The exact amount of assessment will be determined by the Administrative Director of the Division of Athletics/Activities and Accreditation based on the number of sports offered at an individual school.
- B. develop procedures for distribution and repayment. Should the fund fall below a reasonable level, each school will be notified of the additional assessment and will issue a check made payable to the Greater Miami Athletic Conference where the special trust fund is maintained.
- C. develop and enforce special directives as shall be necessary to provide uniform policy within the District and to ensure an effective athletic program in the various senior high schools.
- D. standardize the operations of the athletic departments in all high schools.
- E. manage all athletic events in the District, within the policies of the GMAC, FHSAA, and Board policies, as applicable.
- F. help all schools to develop their athletic capabilities.
- G. help develop realistic athletic budgets.

III. Interscholastic Athletic Eligibility

The eligibility requirements of F.S. 1006.15 and the following conditions apply to athletic eligibility for all ~~senior~~-high school students commencing with the successful completion of the eighth grade as defined by Policy 5410, *Student Progression Plan*. These requirements are in addition to all academic and conduct eligibility requirements contained in Board Policies 5845, *Student Activities*, ~~Board Policy~~-5500, *Student Conduct and Discipline*, and those of the FHSAA and the GMAC Bylaws.

In accordance with State law, "~~eligibility to~~ participate" includes, but is not limited to, participating in tryouts, off-season conditioning, summer workouts, preseason conditioning, in-season practice, or contest.

Students enrolled in home education, virtual schools, and magnet schools or charter schools that do not offer the sport, are eligible to participate in a District interscholastic sport at the public school to which the student would be assigned pursuant to Policy 5120 (attendance boundary) or for which the student could choose to attend pursuant to Policy 5131 (student transfers and controlled open enrollment) and must fulfill the same academic and nonacademic requirements as any other participant under state law and Board policy. Home education students must also fulfill the Florida home education requirements.

Students enrolled in non-FHSAA member private schools consisting of 125 students or fewer are eligible to participate in a District interscholastic sport at the public school to which the student would be assigned according to Policy 5120 or for which the student could choose to attend pursuant to Policy 5131 and must fulfill the same academic and nonacademic requirements as any other participant under state law and Board policy.

In accordance with State law, students granted transfers in accordance with applicable eligibility and transfer policies shall be immediately eligible to participate in high school athletic programs at the new school.

IV. Mid-Season Transfers

However, a student may not participate in a sport if the student participated in that same sport at another school on or after the official start date of the sport during that school year (mid-season transfer), unless the student meets one (1) of the following criteria:

- A. dependent children of active military duty personnel whose move resulted from military orders;

- B. children who have been relocated due to a foster care placement in a different school zone;
- C. children who move due to a court ordered change in custody due to separation or divorce, or serious illness or death of a custodial parent; or
- D. students who are otherwise authorized only under the following good cause circumstances:
 1. students who have fully and completely moved to a new residence in Miami-Dade County ~~from another Florida county or another state~~;
 2. students who are ~~involuntary~~ reassigned by the Board during the school year to a different school pursuant to Policy 5120 or Policy 5131 for reasons other than athletic or disciplinary;
 3. students who transfer within the first twenty (20) days of the school year to magnet schools or programs that are subject to specific admissions requirements and/or random lotteries that are governed by Policy 2370, *Magnet Programs/Schools*;
 - ~~3.4.~~ students who receive a transfer pursuant to Section II.A. of Policy 5131 and present extenuating circumstances to the Athletic Eligibility Transfer Review Committee (AETRC), notwithstanding the rule on involuntary transfers as referenced in 2. above.
 - 4.5. all good cause mid-season transfer eligibility requests must be reviewed and approved by the Superintendent's Athletic Eligibility Transfer Review Committee (AETRC) prior to engaging in athletic participation

~~Students enrolled in home education, virtual school or a charter school are eligible to participate in a District interscholastic sport at the public school to which the student would be assigned according to Policy 5120 or Policy 5131 (home school or controlled open enrollment) and must fulfill the same academic and nonacademic requirements as any other participant under state law and Board policy. Home education students must also fulfill the Florida home education requirements.~~

~~Students enrolled in non-FHSAA member private schools consisting of 125 students or fewer are eligible to participate in a District interscholastic sport at the public school to which the student would be assigned according to Policy 5120 or Policy 5131 (home schools or controlled open enrollment) and must fulfill the same academic and nonacademic requirements as any other participant under state law and Board policy.~~

~~Any student or parent who is found to have falsified enrollment, transfer, or eligibility information shall be declared athletically ineligible to participate for at least one (1) full calendar year from the date of discovery of the violation or as otherwise determined by the AETRC.~~

V. Athletic Eligibility Transfer Review Committee (AETRC)

In cases where a student's athletic eligibility is disputed, the Superintendent's Athletic Eligibility Transfer Review Committee (AETRC) will review the circumstances prior to the student engaging in athletic participation.

The AETRC consists of one (1) District-level administrator, three (3) senior high school principals, three (3) senior high school athletic directors, one (1) representative from the District Athletic Advisory Committee, and an administrator from the Division of Athletics/Activities and Accreditation, who serves as an ex officio member. The AETRC shall review all requests for mid-season transfers based on good cause as defined in this policy. The Committee will meet at least once a month. All AETRC decisions regarding athletic eligibility that are reviewed by the AETRC will be forwarded to the Region Superintendent and principal of the affected schools for information purposes. AETRC decisions are final.

VI. Penalties for Violations

A student receiving any type of transfer into a senior high school must abide by all State laws, the FHSAA and GMAC Bylaws, and applicable Board policies pertaining to athletic eligibility, as may be applicable.

Any student or parent who is found to have falsified enrollment, transfer, or eligibility information shall be declared athletically ineligible to participate for at least one (1) full calendar year from the date of discovery of the violation or as otherwise determined by the AETRC.

Violations of the transfer policy ~~with regard to~~regarding athletic eligibility may result in forfeiture of athletic contest(s), fines, and/or probation. Penalties to be assessed will be determined by the Director of the Division of Athletics/Activities and Accreditation and Executive Secretary, GMAC.

The principal shall be responsible for control of the athletic programs, coaches, booster groups, and student athletes.

A student's eligibility to participate in any interscholastic athletics and/or extra-curricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation pursuant to F.S. 1006.20.

In accordance with State law, students who are permitted to participate in interscholastic and/or extra-curricular activities at a public school in which they are not enrolled are subject to the Board's *Code of Student Conduct* for the limited purpose of establishing and maintaining the student's eligibility to participate in the school-related function. These students must comply with the specific requirements contained in F.S. 1006.15 that govern their ~~particular circumstances~~circumstances.

Effective 7/1/11
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Legal References:	F.S. 1002.20
	F.S. 1006.07
	F.S. 1006.08
	F.S. 1006.09
	F.S. 1006.15
	F.S. 1006.18
	F.S. 1006.195
	F.S. 1006.20

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Book	Policy Manual
Section	January 18, 2023 - <u>Final</u> Reading
Title	STUDENT TRANSFERS AND CONTROLLED OPEN ENROLLMENT
Code	5131
Status	<u>Final</u> Reading

5131 - **STUDENT TRANSFERS AND CONTROLLED OPEN ENROLLMENT**

Students in the regular school program (K-12) are assigned to attend school based on the actual residence of the parent and the attendance boundary of the school as approved by the School Board in accordance with Policy 5120, *Student School Assignment and Attendance Boundary Committee*. Students within the attendance boundaries may not be involuntarily displaced by any transfer under this policy. This policy governs all regular school transfers from one (1) school to another, except for transfers to magnet schools and programs that are subject to specific admissions requirements and/or random lotteries that are governed by Policy 2370, *Magnet Programs/Schools*.

I. Guidelines for all Student Transfers

Transfers may be made as follows:

- A. Transfers from one (1) school to another in the county shall be effective as of the close of school on a given day. Where feasible, this should coincide with the end of the grading period. The receiving school shall be responsible for the student's attendance as of the next school day. If a transferring student has not reported prior to the receipt of the ~~computer-generated~~computer-generated Notice of Withdrawal/Transfer, the receiving school should notify their assigned school social worker.
- B. Transfers will not be processed during FTE weeks⁷ or State-mandated assessments.
- C. Separate transfers shall be issued for each student.
- D. A student who requests and is eligible for a transfer may not be denied the transfer or have school records withheld because of unpaid fees, lost books, etc.
- E. When a student has been transferred to a school through an error by District administration and the student has been enrolled in the school for ninety (90) days, the student may elect to remain at the school or may return to the school to which s/he should have been originally assigned. If the transfer was based on fraudulent, false, or erroneous information provided to the school by the parent and/or student, the school may revoke the transfer and require that the student return to his/her previous school or to the appropriate school serving the area where the student resides. Anyone who knowingly makes a false statement in writing with the intent to

mislead a public servant in the performance of his/her official duty is guilty of a ~~second-degree~~second-degree misdemeanor under F.S. 837.06. In addition, anyone who knowingly makes a false verified declaration is guilty of perjury, a ~~third degree~~third-degree felony under F.S. 92.525.

- F. If a student does not enroll in the new school (to which the transfer has been granted) within ten (10) school days of the date of the District's approval of that transfer, that student's transfer will be revoked. Those transfers which were approved during the summer transfer period must be used during the first ten (10) days of the school year or they will be revoked.
- G. ~~Transfers may be denied or revoked at any time due to poor attendance, tardiness, disruptive behavior which results in a significant loss of instructional time, or if information provided to the school by the parent and/or student for purposes of a transfer is discovered to be fraudulent, false, or erroneous. If the transfer is revoked, the student will be assigned to the school that serves the verifiable residence address.~~ Transfers may be denied or revoked at any time due to excessive absences, tardiness, or disruptive behavior resulting in a significant loss of instructional time (unless the student has been absent for statutorily authorized therapies or behavior that is a manifestation of the student's disability); improper before or after school arrangements; if the information provided to support the purpose of the transfer is fraudulent, false, or erroneous; or as otherwise outlined in Section III of this policy. If the transfer is revoked by the Principal, the student will be assigned to the school that serves the verifiable residence address.
- H. When an administrative transfer has been approved, transportation will not be provided to the requested school.
- I. These procedures shall not supersede admission procedures in programs/schools where admission is governed by other Board policies or processes (e.g., magnets).
- J. Where parents are unmarried, divorced, or separated, only the registering parent ~~who enrolled the student~~ may request to transfer or withdraw the student. The ~~enrolling~~registering parent is responsible for providing information that is truthful, accurate, and consistent with the most recent court order governing their divorce, separation, or custody matters.
- K. The person transferring or withdrawing the student shall report in person to the school to transfer or withdraw the student.
- L. Students with an Individual Education Plan (IEP) or 504 Plan requesting to attend a school other than the school in which the student is enrolled, must meet with the Region Exceptional Student Education (ESE) personnel to ensure that the programmatic needs of the student can be met at the requested school.
- M. For those transfers approved by the Region Superintendent at the request of the parent where school bus transportation is not authorized by Board policies, the parent must agree to provide transportation to and from the new school assignment at reasonable hours. If the parent is unable to provide transportation within thirty (30) minutes prior to the opening, and within thirty (30) minutes after the closing time of school, the principal may recommend to the Region Superintendent that the assignment be revoked, and the student be returned to the school that serves the verifiable residence address.

N. When a transfer is requested which would result in a change in administrative regions, it shall be the responsibility of the Region Superintendent of the student's attendance boundary school to consult with the Region Superintendent of the requested school. The two (2) Region Superintendents must agree to implement the transfer. If an agreement is not reached, the matter will be referred to the Superintendent.

K.

II. Parent Choice & Administrative Transfers

A. Types of Transfers

1. Employment/Working Parent Hardship Transfer

The parent of a student of a one (1) parent or one (1) guardian family unit who is employed, or a family where both parents or guardians are employed, requests a transfer on the basis that the attendance boundary school assignment presents a hardship involving before or after-school supervision. The request shall be in the form of a signed statement from the employer(s) verifying the parent's/guardian's employment, work address, telephone number, and working hours; a signed statement from the caregiver verifying the hours the student is cared for as well as the address and telephone number of the caregiver; and any other pertinent information setting forth the nature of the circumstances producing the hardship.

This type of transfer must be reviewed annually through the Region serving the attendance boundary school. These transfers should not exceed the assigned percentage of FISH school capacity for the current school year.

2. Professional Courtesy Transfer

District permanent employees in the UTD bargaining unit may use student transfers according to Article XXI, Section 2, Employee Rights, C. Family Relationships of the District/UTD collective bargaining agreement which reads in part:

Employees who wish to enroll their children at the same worksite where they are employed shall not be prohibited from doing so, subject to the approval of the Region Superintendent, and when the District employee:

a. enrolls the student in the school that serves the student's residence address;

b. completes a Parent Choice - Student Transfer form, FM-3281, at that school; and submits the Parent Choice - Student Transfer form, FM-3281, to the appropriate Region for processing.

3. Change of Residence - The student's family changes residence but requests to remain in the school that the student attended before the change of residence.

When a change of family residence occurs ninety (90) school days after a student is enrolled that would place the student in a different attendance boundary, the

student, upon the request of the parent, may complete the year in the present school. No transportation will be provided.

For students in grades 11 or 12 and students enrolled in the last grade offered at a school, when a change of family residence occurs ninety (90) days after the student is enrolled that would place the student in a different attendance boundary, the student, upon the request of the parent, may remain in the present school through graduation (for grades 11 through 12), or the last grade offered at the school. No transportation will be provided.

In addition to the procedures in Section II.B. below, the parent must apply for the change of residence transfer in person at the student's new attendance boundary school, and provide verification of the change of residence, including two (2) of the following items:

- a. broker's or attorney's statement of parents' purchase of residence, or properly executed lease agreement;
- b. current Homestead Exemption card;
- c. electric deposit payment receipt or electric bill, bottom portion, showing name and service address. If an electric deposit payment receipt is used as verification, the electric bill, bottom portion, must also be submitted to the school within forty (40) calendar days after registration.

If the parent is unable to furnish the school with the requested electric deposit payment receipt, the student will be allowed to enroll in the new school, but must submit the electric bill, bottom portion, to the school within forty (40) calendar days. Failure to submit the electric bill, bottom portion, within forty (40) calendar days or inability of school to verify residence of student, will result in revocation of the transfer or the student's reassignment to the previous school.

The receiving school shall secure verification of the change in residence within forty (40) calendar days of the student entering the school.

4. Medical/Psychological Transfer

The parent obtains a written statement with supporting documentation from a medical/psychological professional on the Medical Recommendation for Student Transfer form, FM-1713, to the effect that a health hardship and/or emotional problem exists that will be exacerbated if the student remains in the current school and will be alleviated at the requested school. This type of transfer must be initially discussed with the Principal in an attempt to resolve any issues at that school and, if the transfer is still requested, the parent must submit a completed Parent Choice - Student Transfer form, FM-3281 form, and the Medical Recommendation for Student Transfer form, FM-1713 to the Region Office. The Region will submit the completed Parent Choice - Student Transfer form, FM-3281, and the Medical Recommendation for Student Transfer form, FM-1713, to the Federal and State Compliance Office. The Review Team for Medical/Psychological Transfers will review the documentation and will approve/deny the transfer

request. The decision of the Review Team is final, and no appeals will be permitted.

5. Charter School Transfer

- a. The parent who requests a student transfer to a charter school must enroll the student in the student's assigned attendance boundary school.
- b. The parent must complete a Charter School - Transfer form, FM-7281, at the student's assigned attendance boundary school.

6. Out-of-County Transfer

- a. The parent who requests a student transfer to another county, but continues to reside in Miami-Dade County, must contact the county of choice to request a student transfer.
- b. The parent who requests a student transfer into a Miami-Dade County school, but lives in another county, must:
 1. complete the Out-of-County Transfer Request form, FM-7707, and submit it to the Federal and State Compliance Office for processing; and
 2. the Federal and State Compliance Office reviews the application and FISH capacity of the requested school. The determination will be based upon whether the receiving school is below 100% capacity, and the maximum number of students does not exceed the mandates of State law (F.S. 1003.03, Maximum Class Size).
 3. The parent is notified of the approval/denial in writing by the Federal and State Compliance Office. If approved, the parent withdraws the student from the school in the residence county, enrolls the student in the District (provides the approval letter to the school's registrar), and is responsible for transportation. If denied, there is no appeal process since the student is not a Miami-Dade County resident and the District is not obligated to educate the student.

Out-of-county transfer requests to a magnet school or program must follow the procedures outlined in Policy 2370, Magnet Programs/Schools. The letter of acceptance to the magnet school or program must accompany the out-of-county transfer request.

7. Capacity Transfer

The Region Superintendent has determined that students will be more adequately housed by transfer or reassignment to a school other than that which they would normally attend due to school capping.

8. Best Interest Transfer

An administrative assignment is deemed necessary by the Superintendent or Region Superintendent and in the best interest of the student and the school.

9. Disciplinary Transfer

A student has been suspended, expelled, or under the jurisdiction of the courts, or in a similar situation, and the Region Superintendent determines that an assignment to a school other than the normal school assignment would be in the best interest of the student and the school system.

B. Procedures

Unless otherwise specified above, a parent who requests a student transfer must:

1. enroll the student in the attendance boundary school before the request for transfer can be considered;
2. complete a Parent Choice - Student Transfer form, FM-3281, at the attendance boundary school;
3. obtain the signature on the Parent Choice - Student Transfer form, FM-3281, of the Principal or designated administrator with whom the parent met; and submit the Parent Choice - Student Transfer form, FM-3281, to the appropriate Region for processing.

The Region Superintendent (or designated administrator) may administratively assign or approve the transfer of students when the Florida Inventory of School Houses (FISH) capacity of the receiving school is below 100%, the maximum number of students does not exceed the mandates of State law (F.S. 1003.03, Maximum Class Size).

C. Appeal Process

A parent may appeal the decision to deny or approve the administrative assignment, reassignment, or transfer of a student as follows:

1. Appeal Level I to the Region Superintendent; and
2. Appeal Level II to the Administrative Director, Federal, and State Compliance Office as the Superintendent's designee and whose decision is final.

~~Transfers may be granted as follows:-~~

~~-~~

- ~~A. The student resides with parent and a change of residence occurs placing the student in the attendance area of the school to which transfer is requested.~~

~~The parent shall secure the transfer from the sending school before being admitted to the new school. The parent shall apply for the transfer in person, and shall provide verification of the change of residence, including two (2) of the following items:~~

~~-~~

- ~~1. broker's or attorney's statement of parents' purchase of residence, or properly executed lease agreement;~~
- ~~-~~
- ~~2. current Homestead Exemption card;~~
- ~~-~~
- ~~3. electric deposit payment receipt or electric bill, bottom portion, showing name and service address. If an electric deposit payment receipt is used as verification, the electric bill, bottom portion, must also be submitted to the school within forty (40) calendar days after registration.~~

~~If the parent is unable to furnish the school with the requested electric deposit payment receipt, the student will be allowed to enroll in the new school, but must submit the electric bill, bottom portion, to the school within forty (40) calendar days. Failure to submit the electric bill, bottom portion, within forty (40) calendar days or inability of school to verify residence of student, will result in revocation of the transfer or the student's reassignment to the previous school.~~

~~The receiving school shall secure verification of the change in residence within forty (40) calendar days of the student entering the school.~~

~~When a change of family residence occurs after ninety (90) school days in which a student is enrolled in a school which would place the student in a different attendance area, the student, upon the request of the parent, may complete the year in the present school. No transportation will be provided.~~

~~When a change of family residence occurs after ninety (90) days in which a student is enrolled in grades 11 through 12, or is enrolled in the last grade offered at a school, which would place the student in a different attendance area, the student, upon the request of the parent, may remain in the present school through graduation (for grades 11 through 12), or the last grade offered at the school. No transportation will be provided.~~

- ~~B. Students with an Individual Education Plan (IEP) or 504 Plan requesting to attend a school other than the school in which the student is enrolled, must meet with the Region Special Education (SPED) personnel to ensure that the programmatic needs of the student can be met at the requested school.~~
- ~~-~~
- ~~C. A parent may request a Parent Choice—Student Transfer. In this case, the Region Superintendent (or designated region director) may administratively assign or approve the reassignment or transfer of students when the Florida Inventory of School Houses (FISH) capacity of the receiving school is below 100%, the maximum number of students does not exceed the mandates of State law (F.S. 1003.03, Maximum Class Size), and the parent who requests a student transfer must:~~
 - ~~1. enroll the student in the school that serves the residence address before the request for transfer can be considered;~~
 - ~~-~~
 - ~~2. complete a Parent Choice—Student Transfer form, FM 3281, at the home school;~~
 - ~~-~~
 - ~~3. obtain the signature on the Parent Choice—Student Transfer form, FM 3281, of the Principal or designated administrator with whom the parent met; and~~
 - ~~-~~

4. submit the Parent Choice—Student Transfer form, FM-3281, to the appropriate Region for processing.

Administrative Transfers

A. Working Parent Hardship Transfer

1. The parent of a kindergarten through eighth grade student of a one (1) parent or one (1) guardian family unit who is employed, or a family where both parents or guardians are employed, requests a transfer on the basis that the normal school assignment presents a hardship involving before or after-school supervision. The request shall be in the form of a signed statement from the employer(s) verifying the parent's/guardian's employment, work address, telephone number, working hours; a signed statement from the caregiver verifying the hours the student is cared for as well as the address and telephone number of the caregiver; and any other pertinent information setting forth the nature of the circumstances producing the hardship.
2. This type of transfer must be reviewed annually through the Region serving the assigned school. These transfers should not exceed the assigned percentage of FISH school capacity for the current school year.

B. Medical/Psychological Transfer

1. The parent presents a written statement with supporting professional evidence on the Medical Recommendation for Student Transfer form, FM-1713, to the effect that a health hardship and/or emotional problems exist that will be exacerbated if the student remains in the school that serves his/her residence address, and will be alleviated at the requested school. This type of transfer must be initially discussed with the Principal in an attempt to resolve any possible issues at that school and, if needed, the parent will submit the transfer form to the Region. The Region will submit the completed Parent Choice—Student Transfer form, FM-3281, and the Medical Recommendation for Student Transfer form, FM-1713, to the Federal and State Compliance Office. The Review Team for Medical/Psychological Transfers will review the evidence and will approve/deny the transfer request. The decision of the Review Team is final and no appeals will be permitted.
2. Best Interest Transfer: An administrative assignment is deemed necessary by the Region Superintendent and in the best interest of the student and the school.

C. Out of County Transfer

1. The parent who requests a student transfer to another county, but continues to reside in Miami-Dade County, must:
 - a. enroll the student in the school that serves his/her residence address;
 - b. complete the Out of County Transfer Request form, FM-7374 provided by the Federal and State Compliance Office; and

~~c. submit the form to the Federal and State Compliance Office, who will review the application and transmit it to the requested county.~~

~~2. The parent who requests a student transfer into a District school, but lives in another county, must:~~

~~a. follow the procedures in the residence county and complete an Out-of-County transfer request from that county; and~~

~~-~~

~~b. receive a letter of approval/denial from the Federal and State Compliance Office;~~

~~Upon receipt of the transfer information from the other county the Federal and State Compliance Office reviews the application and FISH capacity of the requested school. The determination will be based upon whether or not the receiving school is below 100% capacity and the maximum number of students does not exceed the mandates of State law (F.S. 1003.03, Maximum Class Size).~~

~~-~~

~~c. The parent is notified of the approval/denial in writing by the Federal and State Compliance Office. If approved, the parent withdraws the student from the school in the residence county, enrolls the student in the District (provides the approval letter to the school's registrar), and is responsible for transportation. If denied, there is no appeal process since the student is not a Miami-Dade County resident and the District is not obligated to educate the student.~~

~~3. Out-of-county transfer requests to a magnet school or program must follow the procedures outlined in Policy 2370, Magnet Programs/Schools. The letter of acceptance to the magnet school or program must accompany the out-of-county transfer request.~~

~~D. Capacity Transfer: The Region Superintendent has determined that students will be more adequately housed by transfer or reassignment to a school other than that which they would normally attend due to school capping.~~

~~-~~

~~E. Disciplinary Transfer: A student has been suspended, expelled, or under the jurisdiction of the courts, or in a similar situation, and the Region Superintendent determines that an assignment to a school other than the normal school assignment would be in the best interest of the student and the school system.~~

~~-~~

~~F. Professional Courtesy Transfer~~

~~District permanent employees in the UTD bargaining unit may use student transfers according to Article XXI, Section 2, Employee Rights, C. Family Relationships of the District/UTD collective bargaining agreement which reads in part:~~

~~Employees who wish to enroll their children at the same worksite where they are employed shall not be prohibited from doing so, subject to the approval of the Region Superintendent, and when the District employee:~~

~~1. enrolls the nondistrict student in the school that serves the resident address;~~

~~-~~

- ~~2. completes a Parent Choice—Student Transfer form, FM 3281, at that school; and~~
- ~~-~~
- ~~3. submits the Parent Choice—Student Transfer form, FM 3281, to the appropriate Region for processing.~~

~~G. Charter School Transfers~~

- ~~1. The parent who requests a student transfer to a charter school must enroll the non-District student in the school that serves the residence address.~~
- ~~-~~
- ~~2. Complete a Charter Schools—Transfer form, FM 7281, at the home school.~~

~~For those administrative assignments or reassignments approved by the Region Superintendent at the request of the parent where school bus transportation is not authorized by Board policies, the parent must agree to provide transportation to and from the new school assignment at reasonable hours. If the parent is unable to provide transportation within thirty (30) minutes prior to the opening, and within thirty (30) minutes after the closing time of school, the principal may recommend to the Region Superintendent that the assignment be revoked and the student be returned to the school serving the parent's residence address.~~

~~When a transfer is requested which would result in a change in administrative regions, it shall be the responsibility of the Region Superintendent of the student's home school to consult with the Region Superintendent of the requested school. The two (2) region superintendents must be in agreement to affect the transfer. If an agreement is not reached, the matter will be referred to the Superintendent.~~

~~Appeal Process~~

~~A parent may appeal the decision to deny or approve the administrative assignment, reassignment, or transfer of a student as follows:~~

- ~~A. Appeal Level I to the Region Superintendent; and~~
- ~~-~~
- ~~B. Appeal Level II to the Administrative Director, Federal, and State Compliance Office as the Superintendent's designee and whose decision is final.~~

III. Opportunity Scholarship Program

A. Eligibility

A parent may request and receive an Opportunity Scholarship Program transfer, if:

1. by assigned attendance boundary school ~~school-attendance area~~ or by special assignment, the student has spent the prior school year in attendance at a public school that has been designated as earning a grade "F" or three (3) consecutive "Ds" based on the Statewide assessments conducted pursuant to F.S. 1008.22;
2. the student has been in attendance elsewhere in the District and has been assigned for the next school year, to a school designated as earning a grade of "F" or three (3) consecutive "Ds" based on the Statewide assessments

conducted pursuant to F.S. 1008.22.

3. The student is entering kindergarten or first grade and has been assigned to such school for the next school year.

B. District Obligations

~~Transfers may be revoked at any time due to poor attendance or tardiness which results in a significant loss of instructional time, or if information provided to the school by the parent and/or student for purposes of a transfer is discovered to be fraudulent, false, or erroneous. If the transfer is revoked, the student will be assigned to the school that serves the verifiable residence address.~~

1. For each student enrolled in or assigned to a school that has been designated as performance grade category "F" or three (3) consecutive "Ds" based on the Statewide assessment conducted pursuant to F.S. 1008.22, the District shall:
 - a. timely notify the parent of all options available under the statute;
 - b. offer the parent an opportunity to enroll the student in a school located within the geographic transportation service zone designated to serve the student's attendance boundary school~~residence school~~;

The designated school must have a performance grade of "C" or better.
 - c. provide transportation to each student who is eligible for an Opportunity Scholarship transfer to a school within the geographic transportation service zone that serves the eligible residence school if the student resides more than two (2) miles from the selected District school; and
 - d. provide each eligible student with an opportunity to continue attending this higher performing school until the student reaches the highest grade serviced by the school.
2. Designate an eligible school or schools based on the Florida Inventory of School Houses (FISH) capacity below 100% and the maximum number of students does not exceed the mandates of State law (F.S. 1003.03, Maximum Class Size) to accommodate the transfer requests. If no higher performing schools in the geographic transportation service zone are available, the Deputy Superintendent/Chief Operating Officer, will identify eligible schools.

C. Application Process

1. A parent of an eligible student will receive an Opportunity Scholarship Program Public School Application, FM-6042, and instructions.
2. The parent will submit a completed application form within the designated time frame.

3. The parent will select from a District approved list of eligible schools.
4. District staff will verify student eligibility for the transfer.
5. District staff will advise the parent of the status of the transfer request.

D. Appeal Process

A parent may appeal the decision to deny or approve the administrative assignment, reassignment, or transfer of a student as follows:

1. Appeal Level I to the Region Superintendent;
2. Appeal Level II to the Administrative Director, Federal, and State Compliance Office as the Superintendent's designee and whose decision is final.

Transfers may be denied or revoked at any time due to excessive absences, tardiness, or disruptive behavior resulting in a significant loss of instructional time (unless the student has been absent for statutorily authorized therapies or behavior that is a manifestation of the student's disability); improper before or after school arrangements; if the information provided to support the purpose of the transfer is fraudulent, false, or erroneous; or as otherwise outlined in Section III of this policy. If the transfer is revoked by the Principal, the student will be assigned to the school that serves the verifiable residence address.

IV. Hope Scholarship Program Transfer

A. Eligibility

A parent may request and receive a Hope Scholarship for students pursuant to F.S. 1002.40:

1. the student reports an incident of battery, harassment, hazing, bullying, kidnapping, physical attack, robbery, sexual offenses, harassment, assault, or battery; threat or intimidation, or fighting at school as those terms are defined in the Code of Student Conduct, Policy 5500 and F.S. 1006.09(6); and
2. funds are available from the eligible nonprofit scholarship-funding organization, on a first-come, first-served basis.

Students enrolled in a charter school, the Department of Juvenile Justice programs, participating in virtual school, or distance learning program that receives State funding, or receiving any other educational scholarship are prohibited (i.e., Family Empowerment Scholarship, Florida Tax Credit McKay, Gardiner).

B. District Obligations

1. Upon receipt of a report of an incident, the Principal shall provide a copy of the report to the parent and investigate the incident to determine if the incident must be reported as required by F.S. 1006.09(6).
2. Within twenty-four (24) hours after receipt of the report, the Principal shall provide a copy of the report to the parent of the alleged offender and to the

Superintendent.

3. Upon conclusion of the investigation or within fifteen (15) days after the incident was reported, whichever occurs first, the Principal shall notify the parent of the program and offer the parent the choice of (1) transferring the student to another school that has capacity based on the Florida Inventory of School Houses (F.I.S.H.) below 100% and the maximum number of students does not exceed statutory class size limits, to accommodate the transfer request or (2) requesting a scholarship to attend an eligible private school, subject to available funding. The notification must be provided to the parent on the Hope Scholarship Notification Form (IEPC-HS1) in accordance with F.A.C. 6A-6.0951.
4. A parent who chooses to enroll his/her student in a public school located outside the District is eligible for a scholarship to transport the student, if funding is available on a first-come, first-served basis.

C. Application Process

1. To request a public--school transfer, the parent shall complete and submit a Hope Scholarship transfer application according to procedures which will be specified on the application form.
2. The application must be submitted to the appropriate Region Office for processing. Once the transfer assignment has been granted, the student must enroll in the receiving school within ten (10) school calendar days from the application approval date. Otherwise, the transfer assignment will be forfeited.
3. The parent will be notified of the approval/denial in writing. If approved, the parent withdraws the student from the current school and enrolls the student in the receiving school. Any requests that are denied due to capacity may apply for another transfer option under this policy.
4. To request a private school, the parent of an eligible student may file an intent to participate on www.floridaschoolchoice.org.

D. Appeal Process for Public School

A parent may appeal the decision to deny or approve the transfer of a student as follows:

1. Appeal Level I to the Region Superintendent;
2. Appeal Level II to the Administrative Director, Federal and State Compliance Office as the Superintendent's designee and whose decision is final.

For the purpose of continuity of educational choice, a Hope Scholarship shall remain in force until the student returns to public school or graduates from high school, whichever occurs first.

~~John M. McKay Scholarship Program Transfer~~

-

~~A. Eligibility~~

~~A parent may request and receive a John M. McKay Scholarships for Students with Disabilities Program transfer pursuant to F.S. 1002.39, if:~~

- ~~1. the student has been reported the preceding October and February FEFP surveys in a Florida public school and will be in grades PK-12; and~~
- ~~2. the student is a student with a disability for whom an individual educational plan (IEP) or 504 Plan has been written.~~

~~B. District Obligations~~

~~Transfers may be denied or revoked at any time due to poor attendance or tardiness which results in a significant loss of instructional time, (unless the student's absence is a manifestation of their disability) or if information provided to the school by the parent and/or student for purposes of a transfer is discovered to be fraudulent, false or erroneous. If the transfer is revoked, the student will be assigned to the school that serves the verifiable residence address.~~

~~For each student who meets the eligibility requirements of the John M. McKay Scholarships for Students with Disabilities Program, the District shall:~~

- ~~1. notify the parent of all options available by April 1st of each year and within (10) days of the child's IEP or 504 Plan meeting;~~
- ~~2. offer the student's parent an opportunity to enroll the student in another public school that can appropriately provide the services written on the IEP or 504 Plan, the Florida Inventory of School Houses (FISH) capacity of the receiving school is below 100%, and the maximum number of students does not exceed statutory Class Size limits, to accommodate the transfer requests;~~

~~If schools cannot be identified based on these guidelines, the Deputy Superintendent/Chief Operating Officer, School Operations, will identify eligible schools.~~

- ~~3. provide transportation to a public school selected by the parent within the scholarship transfer zone if the student resides more than two (2) miles from the selected public school;~~
- ~~4. provide each eligible student with an opportunity to continue attending the public school chosen by the parent until the student completes the grade configuration of the school.~~

~~C. Application Process~~

- ~~1. The parent of an eligible student shall file intent to participate on www.floridaschoolchoice.org.~~
- ~~2. The parent shall complete the McKay Scholarship Program for Students with Disabilities form, FM-6063 and submit the form to the Special Education (SPED) Center that serves the child's home school.~~

- ~~3. SPED Center staff will verify student eligibility. Transfers will be approved based on program, class size and building capacity.~~
 - ~~-~~
 - ~~4. SPED Center staff will advise the parent that the transfer has been approved or denied.~~
 - ~~-~~
 - ~~5. If the requested school has been denied, SPED Center staff will offer alternate schools that have the appropriate SPED program.~~
- ~~Transfers will not be processed during FTE weeks and State mandated assessments.~~
- ~~-~~

~~D. Appeal Process~~

~~A parent may appeal the decision to deny or approve the transfer of a student as follows:~~

- ~~1. Appeal Level I to the SPED Center Supervisor;~~
- ~~-~~
- ~~2. Appeal Level II to the Administrative Director, Federal, and State Compliance Office as the Superintendent's designee and whose decision is final.~~

~~Athletic Eligibility~~

~~=~~

~~Athletic eligibility is governed by Policy 2431, Interscholastic Athletics.~~

V. Controlled Open Enrollment

Controlled open enrollment allows the School District to make K-12 school assignments using parents' indicated preferential educational choice in-county and out-of-county. This section of the policy does not apply to charter schools. Charter schools must adopt their own controlled open enrollment [policies and plans](#).

In addition to the many other public school choice options available, students residing in Miami-Dade County and any other school districts in the state of Florida have the opportunity to apply to a school outside their assigned attendance boundary school based on their home residence. Under F.S. 1002.31, students may seek enrollment in any school that has not reached permanent capacity, as further detailed below, and does not adversely affect the maximum class size restrictions under F.S. 1003.03 ~~as well as or~~ other planning considerations such as anticipated enrollment growth and pending or planned boundary changes.

Controlled open enrollment assignments are approved based on the receiving school's available capacity being at or below ninety percent (90%) of the Florida Inventory of School Houses (F.I.S.H.). Available school capacity is determined by the District based on the most current permanent F.I.S.H. percent utilization report, minus any school concurrency capacity reservations issued in accordance with the Interlocal Agreement for Public School Facility Planning (collectively, the "available capacity"). The controlled open enrollment process will only be available following the annual magnet application window and will remain open for not less than four (4) weeks. The capacity information provided on the District website(s) will be updated every twelve (12) weeks and shall be by grade level at each school. The District shall maintain a waitlist of students who are denied access for that school year due to capacity and notify parents when space becomes available. Students may be accepted throughout the school year as capacity becomes available. Capacity for District virtual school

programs shall be determined based on the enrollment requirements established under F.S. 1002.45(1)(e)4.

For controlled open enrollment, if the school's available capacity, as defined above, would not be exceeded by the number of controlled open enrollment applications received for that school when added to the projected student population, all applicants for that school will be approved. Applicants selecting schools having more applications than seats available will be subject to a random selection lottery.

A. Preferences for Controlled Open Enrollment

Preference for controlled open enrollment shall be granted to:

1. dependent children whose parents are transferred or are pending transfer to a military installation within the School District, while on active military duty, pursuant to an official military order, shall be considered a resident of the school district for purposes of enrollment when the order is submitted to the school district and shall be provided preferential treatment in the controlled open enrollment process;
2. children who have been relocated due to a foster care placement in a different school zone;
3. children who move due to a court-ordered change due to separation or divorce or the serious illness or death of a custodial parent; and
4. students residing in the School District.

After all students meeting the criteria above are considered, a preference will be provided for Miami-Dade County students who are: (1) siblings of students already attending and who will continue to attend the requested school the following year, or (2) who are Miami-Dade County siblings applying together to the same school.

Controlled open enrollment transfers are subject to approval by the Region Superintendent. Transportation to and from the new school assignment will be the responsibility of the parent-. Transportation options available in the community include Metro Passes, Special Transportation Services (STS) and Accessible (ADA) Transit Services provided through the Miami-Dade Department of Transportation and Public Works. Reimbursement for transportation may be available in certain circumstances-. Additional funds for transportation may be available under F.S. 1002.395 and F.S. 1011.68. Links to information regarding transportation options available in the District are posted on the District's Federal and State Compliance webpage.

In addition to transportation options set forth elsewhere in this policy, transportation options are available to students with disabilities under certain conditions set forth in F.S. 1002.394. District transportation options for students with disabilities who request a transfer under the Florida Empowerment Scholarship Unique Abilities (FES-UA) in accordance with Section VI. below include schools within the scholarship transfer zone that can meet the implementation requirements of the student's current IEP. Choice options provided to a parent must be based on space availability and be consistent with a free appropriate public education for the student and other students attending in the option requested. Transfer options may be further limited by a student's need for a particular type of specialized transportation.

Students assigned to a school under controlled open enrollment are not automatically entitled to enroll in magnet or choice programs at the school unless they meet eligibility requirements and there is capacity at the school or in the program after the placement of any students on the waiting list for that particular magnet or choice program.

~~Transfers may be denied or revoked at any time due to excessive absences, tardiness, or disruptive behavior resulting in a significant loss of instructional time (unless the student has been absent for statutorily authorized therapies or behavior that is a manifestation of the student's disability); improper before or after school arrangements; if the information provided to support the purpose of the transfer is fraudulent, false, or erroneous; or as otherwise outlined in Section III of this policy. If the transfer is revoked by the Principal, the student will be assigned to the school that serves the verifiable residence address. Controlled open enrollment transfer assignments under this policy may be revoked by the Principal due to a student's non-attendance, tardiness, conduct that interferes with instructional time, improper before or after school arrangements, and/or the provision of fraudulent information provided by the legal guardian. Upon revocation, the student will be reassigned to the school within the verifiable residential attendance zone.~~

Students who are subject to a current suspension or expulsion order are not eligible to apply for controlled open enrollment assignment. Students with disabilities are eligible to apply for controlled open enrollment. However, the school of choice must offer the program specified on the student's Individualized Education Plan (IEP).

B. Application Process

1. The parent enrolls the student in the ~~school~~ assigned ~~by the~~ attendance boundary school prior to requesting a transfer for all in-county requests. The parent must then complete and submit a controlled open enrollment transfer application according to procedures ~~which will be~~ that are specified on the application form.
2. The parent who requests a controlled open enrollment transfer to or from another county must complete and submit a controlled open enrollment transfer application according to procedures ~~which will be~~ that are specified on the application form.
3. Applications are to be submitted for each student individually.
4. The application will be submitted to the appropriate Region Office for processing.
5. Once the transfer assignment has been granted, the student must enroll in the receiving school within ten (10) school calendar days from the controlled open enrollment application approval date. Otherwise, the transfer assignment will be forfeited, and the seat becomes available for the applicants on the waiting list.
6. The parent will be notified of the approval/denial in writing. If approved, the parent withdraws the student from the current school and enrolls the student in the receiving school for the following school year. Any requests that are denied due to capacity may apply for another transfer option under this policy.

VI. Family Empowerment Scholarship Program (FES)

A. General FES Requirements

Pursuant to F.S. 1002.394, by January 1 of each year, the District shall inform all households within the district receiving free or reduced-priced meals under the National School Lunch Act of their eligibility to apply to the department for a Family Empowerment Scholarship (FES). The form of such notice shall be provided by the department, and the school district shall include the provided form in any normal correspondence with eligible households. Such notice is limited to once a year.

Upon the request of the FDOE, the District shall coordinate with the FDOE to provide to a participating private school the statewide assessments administered under s. 1008.22 and any related materials for administering the assessments. For a student who participates in the FES Program whose parent requests that the student take the statewide assessments under s. 1008.22, the district in which the student attends a private school shall provide locations and times to take all statewide assessments. The District is responsible for implementing test administrations at a participating private school, including the: (1) provision of training for private school staff on test security and assessment administration procedures; (2) distribution of testing materials to a private school; (3) retrieval of testing materials from a private school; (4) provision of the required format for a private school to submit information to the District for test administration and enrollment purposes; and (5) provision of any required assistance, monitoring, or investigation at a private school.

The District must publish information about the FES Program on the District's website homepage. At a minimum, the published information must include a website link to the FES Program published on the Department of Education website as well as a telephone number and e-mail that students and parents may use to contact relevant personnel in the school district to obtain information about the scholarship.

The District shall report all students who are receiving an FES scholarship. Students receiving a scholarship shall be reported separately from other students reported for purposes of the Florida Education Finance Program. A school district shall be held harmless for students who are receiving a scholarship under the FES program from the weighted enrollment ceiling for group 2 programs in s. 1011.62(1)(d)3.b. during the first school year in which the students are reported.

B. Family Empowerment Scholarship Unique Abilities (FES-UA) Program Transfers:

1. Eligibility

A parent may request and receive an FES-UA for Students with Disabilities Program transfer pursuant to F.S. 1002.394 if the student is a student with a disability for whom an individual educational plan (IEP) has been written.

The parent of a student with a disability who does not have an IEP in accordance with F.S. 1002.394(3)(b)4., or who seeks a reevaluation of an existing IEP, may request an evaluation and IEP meeting from the District to obtain or revise a matrix of services.

a. Students with established eligibility

The District shall notify a parent who has made a request for an IEP that the District is required to complete the IEP and matrix of services within 30 days after receiving notice of the parent's request. The District shall conduct a meeting and develop an IEP and a matrix of services within 30 days after

receipt of the parent's request in accordance with State Board of Education rules.

b. Students without established eligibility

For a student who does not meet the State Board of Education ESE Eligibility under rule 6A-6.0331, the 30-day rule will take effect upon determination of eligibility.

The District must accept the diagnosis and consider the service plan of the licensed professional providing the diagnosis pursuant to 1002.394(3)(b)4.

The District must complete a matrix that assigns the student to one of the levels of service as they existed before the 2000-2001 school year. The District must provide the student's parent and the Florida Department of Education (FDOE) with the student's matrix level within 10 calendar days after its completion. FDOE is responsible for notifying the parent and the organization of the amount of the funds awarded within 10 days after receiving the school district's notification of the student's matrix level. The District may change a matrix of services only if the change is a result of an IEP reevaluation or to correct a technical, typographical, or calculation error.

2. District Obligations

For each student who meets the eligibility requirements of the FES-UA, the District shall:

a. Notify the parent of all options available by January 1st of each year, and within 10 days after an IEP meeting is held, the District shall notify the parent of a student of all options available pursuant to F.S. 1002.394 and offer that student's parent an opportunity to enroll the student in another public school in the District.

b. Offer the student's parent an opportunity to enroll the student in another public school that can appropriately provide the services and/or program written on the IEP, for which the Florida Inventory of School Houses (FISH) capacity of the receiving school is below 100%, and the maximum number of students does not exceed statutory or programmatic class size limits. If schools cannot be identified based on these guidelines, the District will identify any other available options. The options provided to the parent must be based on space availability and be consistent with a free appropriate public education for the student and other students attending in the placement options provided.

3. Transportation options are available to students with disabilities under certain conditions set forth in F.S. 1002.394. District transportation options for students with disabilities who request a transfer under the FES-UA include schools within the scholarship transfer zone that can meet the implementation requirements of the student's current IEP. Choice options provided to a parent must be based on space availability and be consistent with a free appropriate public education for

the student and other students attending in the option requested. Transfer options may be further limited by a student's need for a particular type of specialized transportation.

4. The parent is not required to accept the offer of enrolling the student in another public school in lieu of requesting a scholarship. However, if the parent chooses the public-school option, the student may continue attending the public school chosen by the parent until the student graduates from high school. As set forth in this policy, the parent may choose another public school in the District and the District shall provide transportation to the public school selected by the parent. Choice options provided to a parent must be based on space availability and be consistent with a free appropriate public education for the student and other students attending in the option requested.
5. The parent may choose, as an alternative, to enroll the student in and transport the student to a public school in an adjacent school district that has available space and has a program with the services agreed to in the student's IEP already in place, and that school district shall accept the student and report the student for purposes of the school district's funding pursuant to the Florida Education Finance Program. The school district in which a participating student resides must notify the student and his or her parent about the locations and times to take all statewide assessments under s. 1008.22 if the student chooses to participate in such assessments.
6. Transfers may be denied or revoked at any time due to excessive absences, tardiness, or disruptive behavior resulting in a significant loss of instructional time (unless the student has been absent for statutorily authorized therapies or behavior that is a manifestation of the student's disability); improper before or after school arrangements; if the information provided to support the purpose of the transfer is fraudulent, false, or erroneous; or as otherwise outlined in Section III of this policy. If the transfer is revoked by the Principal, the student will be assigned to the school that serves the verifiable residence address.

VII. Athletic Eligibility

Athletic eligibility is governed by Policy 2431, *Interscholastic Athletics*.

VIII. Transfers Pursuant to Federal Law, State Statutes, or Board Policies

Transfers granted pursuant to this policy F.S. 1002.38, Opportunity Scholarship Program, F.S. 1002.39, the John M. McKay Scholarships for Students with Disabilities Program, or any other Federal or State law will be governed by all applicable Board policies. Transfers and revocation of transfers must be in accordance with state and federal law, including statutes governing students with disabilities.

Effective 7/1/11
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Revised 10/10/18

Revised 4/29/20

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Legal References:

[F.S. 1002.394](#)

[F.S. 1002.45](#)

F.S. 92.525

F.S. 837.06

F.S. 1001.43(10)

F.S. 1002.31

F.S. 1002.38

~~F.S. 1002.39~~

F.S. 1002.395

F.S. 1002.40

[F.S. 1003.02](#)

F.S. 1003.03

F.S. 1003.05

[F.S. 1003.21](#)

F.S. 1006.07

F.S. 1006.09

F.S. 1006.15

F.S. 1013.35

F.A.C. 6A-6.0951

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Book	Policy Manual
Section	January 18, 2023 - <u>Final</u> Reading
Title	STUDENT SCHOOL ASSIGNMENT AND ATTENDANCE BOUNDARY COMMITTEE
Code	5120
Status	<u>Final</u> Reading

5120 - **STUDENT SCHOOL ASSIGNMENT AND ATTENDANCE BOUNDARY COMMITTEE**

The assignment of students to District schools shall be consistent with the best interests of students and the best use of District resources.

Attendance Areas 2022-2023

The Superintendent is responsible for proposing attendance areas for District schools. The Superintendent will be assisted in this task by School Operations, the Office of School Facilities, and the Attendance Boundary Committee (ABC).

The Offices of School Facilities and School Operations will provide the Attendance Boundary Committee and the community with proposed attendance boundary changes for schools in 2022-2023. Community input on these boundary changes will be solicited at regional community meetings. Individuals who wish to present alternate recommendations will be assisted by region staff. Any alternate proposals must be reviewed through the same process as the Superintendent's proposals. Community and ABC meetings will be held to present the attendance boundaries established for 2022-2023. The Superintendent is authorized to develop administrative procedures to implement this process.

The ABC will take the following factors into consideration when reviewing proposed attendance areas regarding school boundaries: declining enrollment and ability to conduct a viable educational program, compliance with class size reduction mandate, impact on special education programs, use of available student stations within contiguous areas, degree and extent of transportation, programmatic impact due to lack of student housing, reduction of the number of schools students must attend, integrity of feeder systems, assignment of students from new residential developments to specific schools prior to completion of developments, construction of new schools, impact of changes to other school boundaries, promotion and maintenance of diverse school enrollments, and prevention, reduction or elimination of racial isolation to the extent practicable.

Staff in School Operations, Office of School Facilities, Information Technology Services, Department of Transportation, Research Services, Office of Diversity Compliance, and Office of Intergovernmental Affairs, Grants Administration and Community Engagement, will assist

the Superintendent in providing data, analyze proposed attendance areas, and prepare recommendations for submission to the School Board.

The Board-approved school attendance zones for the current school year are contained in the following documents:

- A. Attendance Zones Previously Approved by the Board - 2021-2022;
- B. Attendance Zone Recommendations and Related Administrative Actions – 2022-2023.

Copies of these documents are incorporated by reference in this policy and are on file in the Office of Board Recording Secretary and in the Citizen Information Center.

No assignment to schools or attendance schedules shall discriminate against students on the basis of gender, race, religion, disability, national origin, sex, color, ethnic or national origin, marital status, genetic information, age, political beliefs, sexual orientation, gender identification, social and family background, linguistic preference, medical reason, pregnancy, childbirth, medical condition to pregnancy, handicap, handicap against a student or employee, and any other legally prohibited basis.

The parent of siblings who are assigned to the same grade level and school may request that the school place the siblings in the same classroom or in separate classrooms. This request must be made no later than five (5) days before the first day of school each school year or five (5) days after the first day of attendance of the students if the students are enrolled in school after the school year commences. The school is not required to meet the request if there is factual evidence indicating a specific placement is better for the student than that requested by the parent.

The Superintendent may assign a student to a school other than that designated by the attendance area when such exception is justified by circumstances and is in the best interest of the student.

Whenever school boundaries are revised, every effort shall be made to continue a student in the elementary school to which s/he was initially assigned.

Wherever possible and advisable in the interests of students in non-magnet schools and programs, siblings shall be assigned to the same school. Assignment of siblings of students to magnet schools and programs is governed by Policy 2370.

The Superintendent shall assign incoming transfer students to schools, grades, and classes that provide each student the greatest likelihood of realizing their fullest educational potential.

The principal shall assign students in his/her school to appropriate grades, classes, or groups. This action shall be based on consideration of the needs of the student as well as the administration of the school.

Request for Student Transfers

A student may be permitted to attend a school other than the school serving the parents' residential area as stipulated in Policy 5131.

Nonresident Students

Students who are not residents of Miami-Dade County may attend District schools as stipulated in Policy 5131.

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Legal References: F.S. 1000.05
 F.S. 1001.32
 F.S. 1001.41
 F.S. 1001.42
 F.S. 1001.51
 F.S. 1002.20
 F.S. 1002.31
 F.S. 1003.02
 F.S. 1003.21
 F.S. 1003.06

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