

## CHAPTER 8.00 – SCHOOL SUPPORT SERVICES

### **8.55 SCHOOL CONCURRENCY**

#### **POLICY**

The School Board authorizes the Superintendent to establish procedures as required for the implementation and maintenance of school concurrency management system. The School District of Manatee County's policy is to ensure that adequate public school facilities are, or will be, available at adopted Level-of-Service Standards concurrent with the development's impacts.

#### **PROCEDURES**

School planning is about providing adequate facilities, supporting network and services to meet the demands of growth and ensure a quality education for Manatee County residents. Our vision is to have the school district, local governments, developers, and other affected entities work together to provide and maintain a school concurrency management system that will enhance education for the students of Manatee County.

##### **(1) LEVEL OF SERVICE STANDARDS**

- (a) The School Board and Affected Local Governments have jointly established adequate Level-of-Service Standards for school concurrency. The following are the Level-of-Service Standards for each school type:
  - i) **Elementary School** – 110% of permanent Florida Inventory of School Houses (FISH) capacity based on the School Service Areas (SSA)
  - ii) **Middle School** – 105% of permanent FISH capacity based on the School Service Areas (SSA)
  - iii) **High School** – 100% of permanent FISH capacity district-wide
- (b) The Level-of-Service Standards shall allow for a school service area to warrant a need for additional capacity that can be economically operated by the School District.
- (c) The Level-of-Service Standards shall be applied consistently within each local government in Manatee County for purposes of implementing school concurrency, determining if sufficient school capacity exists to accommodate a particular development application, and determining financial feasibility.
- (d) Each school type (elementary, middle, and high school) may have a different level-of-service.

- (e) The level-of-service shall be applied individually within each school service area.
- (f) If the adopted Level-of-Service Standards cannot be met in a particular service area where school capacity is available in a contiguous area, development impacts shall be shifted to the contiguous service areas with available capacity until the contiguous area reaches the Level-of-Service Standards.
- (g) The School Board may utilize available capacity as needed from a contiguous School Service Area to meet the adopted Level-of-Service Standards to determine financial feasibility within a School Service Area.
- (h) Student projections shall be based upon the Office of Economic and Demographic Research (EDR) Capital Outlay Full-Time Equivalent (COFTE) student projections for Manatee County.
- (i) The School Board selects Florida Inventory of School Houses (FISH) permanent capacity as the uniform methodology to determine the capacity of each school.
- (j) The School Board may use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed. The temporary facilities are not included in permanent FISH capacity for the school concurrency determination.
- (k) The capacity for the entire school is allocated to the school service area that the school is physically located even if the attendance zone overlaps into another school service area.
- (l) The Level-of-Service Standards shall be reviewed annually to determine if a need to modify such standards exists.

**(2) SCHOOL SERVICE AREAS (SSA)**

- (a) The School District is divided into four School Service Areas to analyze elementary and middle schools for school concurrency. (Exhibit A)
- (b) High schools are analyzed district-wide for school concurrency. (Exhibit B)
- (c) The School Service Areas shall be used in determining if sufficient school capacity exists to accommodate a particular development application, and determining financial feasibility.
- (d) If the adopted Level-of-Service Standards cannot be met in a particular service area where school capacity is available in a contiguous area, development impacts shall be shifted to the contiguous service areas with available capacity until the contiguous area reaches the Level-of-Service Standards.
- (e) The Manatee River separates school service area 1 from School Service Areas 3 and 4 and they are not considered contiguous. Contiguous Service Areas are as follows:

SSA 1 :	SSA 2	
SSA 2 :	SSA 1, SSA 3	
SSA 3 :	SSA 2, SSA 4	
SSA 4 :	SSA 3	

- (f) The School Service Areas shall be reviewed annually to determine if a need to modify such service areas exists.

### **(3) PLANNING AND DEVELOPMENT REVIEW**

- (a) The School Board shall appoint a representative to serve as a non-voting member of the local planning agencies of the local governments.
- (b) The School Board representative will be notified, provided an agenda, and invited to attend and provide comments to the local governments and their respective planning agencies.
- (c) The local governments will submit a notice and copy of the proposed application and supporting documentation within ten (10) days after the submission of a complete application for a Comprehensive Plan amendment, rezone, special permit, special exception, or other site plan approval for Development (including residential and non-residential development).
- (d) The Superintendent shall base capacity reservations upon the order in which the local governments enter the application information into the tracking system. While in the interim of a creation of a tracking system, development applications shall be reviewed in the order of the date and time deemed complete as determined by the local governments.
- (e) Within thirty (30) days (or fewer when required by general law or requested, with reasonable notice to the Superintendent, by the Affected Local Government) of the receipt of a complete application for Residential Development from an Affected Local Government, the Superintendent shall review the application and provide to the Affected Local Government a written School Report.
- (f) An Affected Local Government will not approve any application that is subject to review unless and until it has received a School Report from the Superintendent.
- (g) The School Report generated for any application that is subject to review shall be provided to the local planning agency to take into consideration the statements and analysis set forth in the report in determining whether the application satisfies the requirements of the Act and the local government's Comprehensive Plan and Land Development Code with a copy of the School Report entered into the record of the proceeding of the local planning agency.
- (h) The School Board may charge a service fee for review of applications of development orders and educational facility impact fees. (Exhibit C)
- (i) Such fees shall be collected by Affected Local Government and remitted to the School Board on a regular time frame, which shall not be less than quarterly for Development Agreements.

### **(4) SCHOOL CONCURRENCY DETERMINATION**

- (a) A school concurrency determination is a finding by the School Board that adequate public school facilities are, or will be, available at adopted Level-of-Service Standards concurrent with the development's impacts.
- (b) Any application for Horizontal Construction or Vertical Construction will be submitted by the Affected Local Government to the School Board for a school concurrency determination.
- (c) Except in the case of a DRI development order or a local development agreement, proposed Residential Development shall not be eligible to receive a school

- concurrency determination until it has authorization for commencement of Horizontal Construction or Vertical Construction, whichever occurs first.
- (d) The Superintendent shall review the application to determine whether the proposed development will result in a failure to achieve and maintain the Level-of-Service Standards based upon the capacity demand minus the capacity availability.
  - (e) The capacity demand shall be determined by adding the number of enrolled students that reside within a School Service Area, projected students from reserved development applications that have received a Certificate of Level-of-Service for public school facilities, projected students from encumbered development applications awaiting final site plan approval, and the projected students from the applicant.
  - (f) The capacity availability shall be determined by adding the capacity within a School Service Area plus capacity improvements in the School Board Approved Five Year Capital Improvements Plan that will be in place or under actual construction within three years after the issuance of final subdivision or site plan approval, or the functional equivalent multiplied by the level-of-service (decimal equivalent of the percentage).
  - (g) If the difference between capacity availability and capacity demand is positive, such that there is sufficient capacity to serve the proposed development and maintain the level-of-service, then the local government will issue Certificate of Level-of-Service for public school facilities.
  - (h) If the difference between capacity availability and capacity demand results in an insufficiency, then the Superintendent shall determine whether there is available capacity in a contiguous School Service Area adequate to handle the insufficiency in capacity to meet the level-of-service.
    - i) If capacity is available in a contiguous School Service Area to meet the adopted Level-of-Service Standards, then the School District shall allocate capacity for the residential development in the appropriate School Service Areas;
    - ii) If capacity is not available in a contiguous School Service Area to meet the adopted Level-of-Service Standards, the School District will not allocate capacity unless a Development Agreement is entered into.
  - (i) A Certificate of Level-of-Service for public school facilities issued at final site plan approval may last a maximum of five years, unless an extended term is granted pursuant to a Development Agreement or a DRI development order. If the related authorization for Horizontal Construction or Vertical Construction expires, or is otherwise terminated, then the school concurrency determination shall be terminated.

## **(5) PROPORTIONATE SHARE MITIGATION AND DEVELOPMENT AGREEMENTS**

- (a) When proportionate-share mitigation is used to satisfy the requirements of school concurrency, the Applicant, the School Board, and the Affected Local

Government shall enter into a legally binding Development Agreement, which records and incorporates the mitigation to be contributed by the Applicant and accepted by the School Board.

- a. An applicant may propose one or more forms of mitigation as are authorized pursuant to section 163.3180(13)(e)(1), Florida Statutes.
- b. The proportionate share mitigation shall be in an amount equal to the cost of developing permanent school capacity to meet the needs of the proposed development while achieving and maintaining the adopted Level-of-Service Standards. The calculation shall equal the number of students from the proposed development expected to attend the school type at which an insufficiency exists, divided by the capacity for that same school type, multiplied by the estimated cost of construction of permanent capacity for that improvement.
- c. In order to enter into a Development Agreement, the School Board must:
  - i. Make a finding that the Development Agreement will not be detrimental to the school system;
  - ii. Make a finding that the reservation or extension, in light of the anticipated timing of the development, will not result in undue stockpiling of school capacity, or otherwise prevent efficient use of school capacity for residential development; and
  - iii. Prior to approval of such Development Agreement, provide thirty (30) days advance notice to any other Affected Local Government that is located within the affected School Service Area or any contiguous School Service Area.
  - iv. The School Board, in its sole and absolute discretion, concludes that to do so would be in the best interest of the School Board and its public school system.
- d. The School Board shall maintain consistent practices with respect to such conditions and contributions imposed in the various jurisdictions of the local governments.

**(6) FINANCIALLY FEASIBLE PUBLIC SCHOOL CAPACITY PROGRAM**

- (a) The School Board shall annually prepare, update, and adopt a financially feasible School Capacity Program.
- (b) The School Capacity Program shall ensure the achievement and maintenance of the adopted Level-of-Service Standards in the established School Service Areas by the end of the five year planning period and thereafter by adding a new fifth year during the annual update.
- (c) The five year schedule shall be reviewed and amended, at least annually, to include new capacity projects, proportionate share mitigation projects and any projects necessary to maintain level-of-Service Standards.
- (d) If capacity projects are removed from the School Capacity Program by the School Board or moved to a later year, local governments shall be notified to modify the five year schedule in the Comprehensive Plan to ensure consistency.

**(7) INTERGOVERNMENTAL COORDINATION**

- (a) The School District and local governments shall coordinate data to evaluate development impacts and school planning.
- (b) The School District and participating local governments shall work cooperatively to track approved and proposed development projects which have either received or requested school concurrency determinations.
- (c) The School District shall coordinate with the local governments to obtain annual updates of concurrency reservations for schools to reflect residential units which have been completed and whose impacts are accounted for in the demand generated by existing students.
- (d) A Staff Working Group shall be established to meet periodically and carry out the responsibilities assigned pursuant to the Interlocal Agreement.
- (e) There shall be regular meetings of the Manatee Council of Governments to ensure that there is open communication on school and community planning issues.

**STATUTORY AUTHORITY:** Florida Statutes: 120.81,  
1001.31(2), 1001.41, 1001.42,

1013.33

**LAWS IMPLEMENTED:** Florida Statutes: 163.01,  
163.3177, 163.3177,

163.3180, 1013.33

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**Approved:**

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**School Board Attorney**