

**STATE BOARD OF EDUCATION**  
**Action Item**  
January 17, 2018

**SUBJECT:** Approval of New Rule 6A-1.0998271, Schools of Hope

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**PROPOSED BOARD ACTION**

For Approval

**AUTHORITY FOR STATE BOARD ACTION**

Section 1002.333(12), Florida Statutes

**EXECUTIVE SUMMARY**

During the 2017 legislative session, Section 1002.333, Florida Statutes, was enacted thus allowing for the establishment and operation of Schools of Hope in the areas of persistently low-performing public schools.

This rule is necessary for the implementation and administration of the Schools of Hope program. The rule will establish the process and criteria for non-profit charter school operators to apply to the State Board of Education for the initial Hope Operator designation. Additionally, the rule will establish and incorporate a Notice of Intent form, Performance-Based Agreement form and Application for Hope Operator Designation form, as required in s. 1002.333, Florida Statutes, and describe the process to establish a School of Hope and enter into a performance-based agreement with a local school district.

The statute directs the Department of Education to adopt rules to implement the section of law and to develop and adopt standard forms to be used. The proposed rule will adopt and incorporate the following forms:

- Form SOH1- Application for Hope Operator Designation
- Form SOH2- Notice of Intent
- Form SOH3- Performance Based-Agreement

The Department held three rule development workshops in November, 2017. The rule development workshops were attended via conference call by 34 participants. Additionally, the Department distributed drafts of the proposed rule and forms electronically to Florida charter school operators, national charter school management organizations, and Florida school districts.

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**Supporting Documentation Included:** Proposed Rule 6A-1.0998271, F.A.C.; Form SOH1, Application for Hope Operator Designation; Form SOH2, Notice of Intent; and Form SOH3, Performance-based agreement

**Facilitator/Presenter:** Adam Miller, Executive Director, Office of Independent Education and Parental Choice



**6A-1.0998271 Schools of Hope.**

(1) Definitions: For the purpose of this rule, the following definitions apply.

(a) "Department" means the Florida Department of Education.

(b) "Entity" means a non-profit organization with tax exempt status under s. 501(c)(3) of the Internal Revenue Code that operates three (3) or more public charter schools that serve students in grades K-12 in Florida or other states with a record of serving students from low-income families.

(c) "Charter School Growth Fund" means the non-profit entity Charter Fund Inc., dba Charter School Growth Fund, whose federal employer identification number is 05-0620063.

(d) "National Fund" means the fund established in 2005 by the Charter School Growth Fund to accelerate the growth of the nation's best charter schools.

(e) "Hope Operator" means an entity that has been designated by the State Board of Education as a Hope Operator pursuant to s. 1002.333(2), Florida Statutes.

(2) Process for designation as a Hope Operator.

(a) An entity may apply to the State Board of Education to request the Hope Operator designation.

(b) Until such time as the State Board of Education adopts measurable criteria pursuant to s. 1002.333(2)(a), F.S., an entity shall be designated as a Hope Operator if it submits a complete application and meets at least one of the following criteria:

1. The entity was awarded a United States Department of Education Charter School Program grant for the Replication and Expansion of High-Quality Charter Schools pursuant to Title IV, Part C of the Elementary and Secondary Education Act of 1965 as amended by the Every Student Succeeds Act (20 U.S.C. 7221-7221j) within the preceding three (3) years from the date the entity submits an application to the Department.

2. The entity has a current and active grant award for funding through the National Fund of the Charter School Growth Fund.

3. The entity is a non-profit charter school that is selected by a district school board to turnaround the performance of a low-performing public school pursuant to s. 1008.33, Florida Statutes.

(c) An entity requesting the Hope Operator designation must complete and submit form SOH1, Application for Hope Operator Designation, hereby incorporated by reference (DOS link) effective February 2018, and all required supporting documentation identified in form SOH1, to the Department at the address in subsection (8) of this rule.

Form SOH1 may be obtained electronically on the Department of Education's website at <http://www.floridaschoolschoice.org> or from the Office of Independent Education and Parental Choice, Department of Education, 325 West Gaines Street, Tallahassee, Florida 32399-0400.

(d) Upon receipt of the Application for Hope Operator Designation, the Department shall review and verify the information and may request additional information necessary for verification purposes. The Department shall provide written notice to the entity indicating the status of the application and the date of the State Board of Education meeting at which the State Board will consider the application.

(e) Upon the State Board of Education voting to designate the entity as a Hope Operator, the Department shall provide official notice to the entity of such designation. If the Application for Hope Operator Designation is denied, the State Board of Education shall articulate in writing the specific reasons supporting its denial of the application and shall provide the letter of denial to the entity.

(3) Establishing a School of Hope. An entity that has been designated as a Hope Operator pursuant to s. 1002.333(2), F.S. and subsection (2) of this rule may establish a School of Hope in the attendance zone or within a five (5) mile radius of a school identified as a persistently low-performing public school pursuant to s. 1002.333, F.S. The School of Hope must be located in the same school district as the Notice of Intent is filed. To establish a School of Hope, the Hope Operator must:

(a) Complete form SOH2, School of Hope Notice of Intent (DOS link), hereby incorporated by reference and effective February 2018.

(b) Complete the designated sections of form SOH3, School of Hope Performance-based Agreement (PBA) (DOS link), hereby incorporated by reference and effective February 2018. The designated sections of form SOH3, School of Hope Performance-based Agreement, which are to be completed by the Hope Operator, are shaded and marked with brackets. Forms SOH2 and SOH3 may be obtained electronically on the Department of Education's website at <http://www.floridaschoolschoice.org> or from the Office of Independent Education and Parental Choice, Department of Education, 325 West Gaines Street, Tallahassee, Florida 32399-0400.

(c) Submit the completed Notice of Intent and School of Hope Performance-based Agreement forms to the Superintendent of the school district in which the persistently low-performing school has been identified by the Department. The forms shall be either hand delivered or sent certified mail with a return receipt requested. The entity shall provide a copy of the completed forms to the Department at the same time they are submitted to the

Superintendent. The forms may be provided to the Department electronically or via regular mail at the address in subsection (8) of this rule.

(d) Within ten (10) days of receipt of the Notice of Intent and School of Hope Performance-based Agreement forms, the school district 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. Errors or omission of an element by a Hope Operator shall not provide a school district any relief from its obligation to enter a Performance-based Agreement unless identified as provided in this paragraph.

(e) Upon receipt of the Notice of Intent and PBA as provided in paragraph (d), the school district shall send the Hope Operator and the Department a notice 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.

(4) Performance-Based Agreement. Upon receipt of a complete Notice of Intent and draft School of Hope Performance-based Agreement form from an entity that has been designated by the State Board of Education as a Hope Operator, the District shall enter into a performance-based agreement with the entity within sixty (60) days to open one or more public Schools of Hope to serve students from persistently low-performing schools.

(a) If the District proposes revisions to the Performance-based Agreement submitted by the Hope Operator, it shall indicate such proposed revisions with strike-through text for proposed deletions and underlined text for proposed additions. All proposed revisions must be consistent with the requirements in s. 1002.333(5), Florida Statutes.

(b) Upon execution of the performance-based agreement, the District shall provide a copy of the agreement to the entity and to the Department within ten (10) days.

(c) If the District fails to enter into a performance-based agreement with the Hope Operator within sixty (60) days the district shall reduce the administrative fees withheld pursuant to s. 1002.33(20), Florida Statutes, as directed by s.1002.333(8), Florida Statutes.

(d) The Hope Operator or school district may petition the State Board of Education for dispute resolution if the parties fail to enter into a PBA at least sixty (60) days after submission of the Notice of Intent pursuant to paragraph (5)(a), of this rule.

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

(5) Dispute resolution between school districts and hope operators. Either of the parties may petition the Commissioner for referral of the dispute to the special magistrate, pursuant to s. 1002.333(11), Florida Statutes.

(a) A petition under this subsection shall specifically identify the parties involved in the dispute and describe the issues that remain to be resolved in relation to the performance-based agreement required by s. 1002.333(5), Florida Statutes, and the position of the petitioning party on the disputed issues. The Commissioner shall refer the matter to a special magistrate and advise the school district and the hope operator of the special magistrate's contact information by overnight mail. A non-petitioning party may submit a response to the petition to the special magistrate which must be received by the special magistrate within five (5) days of referral. The special magistrate shall enter an initial order detailing applicable procedures for conduct of the proceeding and the final hearing.

(b) The final hearing in a proceeding under this subsection shall be held in a location determined by the special magistrate. The Department shall record the meeting but, if any party desires that the proceedings be transcribed, that party will be responsible for making the necessary arrangements at its own expense.

(c) Within fifteen (15) days after the close of the final hearing, the special magistrate shall provide his or her recommended decision to the State Board of Education.

(d) The special magistrate shall submit the entire record from the final hearing to the State Board of Education which shall include the recording of the final hearing and any exhibits or evidence admitted during the final hearing.

(e) The State Board of Education must approve or reject the recommended decision at its next regular meeting that is more than seven (7) days from the transmission of the recommended order.

(6) The State Board shall not contract directly with a Hope Operator under s. 1002.333(11)(d), Florida Statutes, until receiving a recommendation from the special magistrate.

(7) This rule does not create a legal right to a performance based agreement with the State Board of Education.

(8) Forms or documentation submitted to the Department should be submitted electronically to HopeSchools@fldoe.org or mailed to the Office of Independent Education and Parental Choice, 325 West Gaines Street, Suite 1044, Tallahassee, Florida, 32399.

Rulemaking Authority 1002.333(12) F.S. Law Implemented 1002.333, F.S. History--New.

## Application for Hope Operator Designation

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 may apply to the Florida State Board of Education for designation as a Hope Operator.

### Section A: Organizational Information

Name of Non-Profit Organization			
IRS Federal Employer Identification Number			
Street Address			
City			
State		Zip Code	
Website		Phone Number	

- *Attach a copy of 501(c)(3) determination letter*

#### Leadership

Executive Director/CEO			
Email		Phone	
Primary Contact (if different)			
Email		Phone	

#### Board Members of Non-Profit Organization

Name	Position (President, VP, etc)	Email Address

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 Form SOH1  
 Effective February 2018

**Section B: Criteria**

Please indicate which of the following Hope Operator criteria your organization meets:

1. The operator was awarded a United States Department of Education Charter School Program grant for Replication and Expansion of High-Quality Charter Schools within the preceding three years.

- Provide a copy of the award letter from the US Department of Education

2. The operator receives funding through the National Fund of the Charter School Growth Fund to accelerate the growth of the nation's best charter schools.

- Provide evidence that the operator is currently receiving funding through the National Fund of the Charter School Growth Fund. This may include a signed letter from the CEO of the Charter School Growth Fund, or a current and active grant award agreement.

3. The operator is selected by a district school board in accordance with s. 1008.33, Florida Statutes, to turn around the performance of a persistently low-performing public school.

- Provide a signed letter from the District Superintendent, or other evidence, indicating the District selected the school pursuant to Section 1008.33, Florida Statutes, to turn around the performance of a low-performing public school.

**Section C: Additional Information**

In order to demonstrate that the applicant meets the definition of Hope Operator, pursuant to Section 1002.333(2), Florida Statutes, provide the following information, for the most recent completed school year, for each public charter school that is currently operated by the applicant.

School Name

National Center for Education Statistics (NCES) Identification Number

Address, City, State, Zip Code

Grades Served

Total Enrollment

Percentage of Students Eligible for Free or Reduced Lunch

Authorizer Name

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Form SOH1  
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**School of Hope Notice of Intent**

As provided for in State Board of Education Rule 6A-1.0998271, Florida Administrative Code, the completed Notice of Intent must be submitted to the Superintendent of the District in which the persistently low-performing school operates with a copy submitted to the Florida Department of Education.

**Notice of Intent**

**Cover Sheet**

**Hope Operator**

Name of Non-Profit Organization:

IRS FEIN #: (xx-xxxxxxx)

Address:

Executive Director/CEO:

Primary Contact (if different):

Phone Number:

Email:

Date Organization Received Hope Operator Designation from SBE:

*\* Include a copy of the Hope Operator Designation Letter from SBE*

**Persistently Low-Performing School**

Name of School:

MSID Number:

Address:

School Grades Served:

*\* If the School plans to serve students from more than one persistently low-performing public school, please identify all schools in the proposed geographic area in Attachment A.*

**Proposed School of Hope**

Name of School:

Address/Geographic Area:

Proximity to Persistently Low-Performing School:

*\* If the School plans to serve students from more than one persistently low-performing public school, please identify all schools in the proposed geographic area in Attachment A.*

**Authorizing Entity**

This Notice of Intent is being filed with:

\_\_ [School District of XX County]

I certify that I have the authority to submit this Notice of Intent on behalf of the above name organization and that all information contained herein is complete and accurate. The person named as the primary contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Printed Name*

\_\_\_\_\_

*Date*

Section A: Mission Statement

1. Provide the mission and vision statements for the proposed School of Hope charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.

Section B: Academic Focus and Plan

1. Describe the proposed charter school's educational program.
2. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.
3. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards, as provided for in Section 1003.41, Florida Statutes. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level.
  - o If the curriculum is fully developed, summarize curricular choices (e.g. textbooks) by core subject, as provided for in Section 1003.01(14)(a), Florida Statutes, and the rationale for each. Include as Attachment B, a sample course scope and sequence for a core subject for each division (elementary, middle, and high school) the school would serve.
  - o If the curriculum is not yet fully developed, describe any curricular choices made to date and proposed curricular choices (e.g. textbooks, etc.) and explain the plan for how the curriculum will be completed between approval of the application and the opening of the school. This should include a timeline, milestones, and individuals responsible for included tasks. Also, describe the focus of the curriculum plan and explain how the curriculum will be implemented. Include what core subject areas will be offered and provide evidence on how the curriculum will be aligned to Florida standards.
4. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment C. (Note: if approved, the Governing Board will formally adopt an annual calendar)

Section C: Financial Plan

1. Provide as Attachment D, an operating budget covering each year of the 5-year term that contains revenue projections, expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section G.

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2. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with applicable financial reporting requirements.
3. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.
4. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school, pursuant to s. 218.39, F.S.
5. Describe the method by which accounting records will be maintained.
6. Describe how the school will ensure financial transparency to the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

Section D: Goals and Objectives for increasing student achievement for the students from low-income families

1. Describe the expected incoming baseline of student academic achievement of students from low-income families who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals.
2. Describe how the school's academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.
3. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

Section E: Community Outreach

1. Explain what steps, if any, have been taken to engage with parents and community leaders to help the Hope Operator to understand the unique strengths and challenges of the students.
2. Explain upcoming and ongoing community outreach efforts.
3. Describe how the Hope Operator will recruit students from the persistently low-performing school(s) within the vicinity and ensure that families understand the process for enrolling in the proposed School of Hope. The description should include a projected timeline that includes the major milestones or activities related to recruitment activities.
4. Describe the strategies the school will employ to involve parents in their children's education and the expectations related to parental involvement. Describe what steps will be taken to ensure that these expectations do not pose a barrier to access for any family seeking enrollment.

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Section F: Organizational History of Success

1. Describe your organization’s history, philosophy, and approach to education.
2. Provide a narrative description of your organization’s success in providing a high-quality education to low-income students and students with similar demographics to the students in the persistently low-performing public school identified on the cover sheet and Attachment A, if applicable.
3. Provide copies or links to any independent studies or research that examined the impact of the charter schools operated by your organization.

Section G: Grade Levels to Be Served and Enrollment Projections

Grade Level	Projected Number of Students				
	Year 1	Year 2	Year 3	Year 4	Year 5
	20XX-20XX	20XX-20XX	20XX-20XX	20XX-20XX	20XX-20XX
School Readiness (3)					
Pre-K (4)					
K					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
<b>TOTAL K-12</b>					
<b>TOTAL</b>					

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Year	Total Projected K-12 Enrollment	Projected % of students that previously attended a Persistently Low-Performing school
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

**Section H: Proposed Location**

1. Describe the proposed location or geographic area (if specific facility/location has yet to be secured) and its proximity to the persistently low-performing school identified on the cover page. If there are multiple persistently low-performing schools in the area, identify each of them in this section.

**Section I: Staffing Plan**

1. Provide an organizational chart that shows the school governance, management, and staffing structure. The organizational chart should clearly define command structure
2. Provide a staffing plan for each year of the charter term that includes all anticipated personnel, is aligned with the school’s projected enrollment, and will ensure the school maintains compliance with class-size maximums provided for in Section 1003.03, Florida Statutes, calculated at the school-wide average.
3. Indicate whether the school will utilize non-Florida certified instructional personnel, as provided for in Section 1002.333(6)(d), Florida Statutes. If the school will utilize non-certified instructional personnel, describe the qualifications for instructional personnel and the method by which the school will evaluate their preparedness to teach and their effectiveness in the classroom.

**ATTACHMENTS**

- Attachment A: List of Persistently Low-Performing Schools in proposed geographic area
- Attachment B: Sample course scope and sequence for each core subject for each division (elementary, middle, and high school) the school would serve.
- Attachment C: Sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time.
- Attachment D: Operating budget covering each year of the 5-year term that contains revenue projections (using the Florida charter school revenue estimate worksheet for at least the first year of operation), expenses, and anticipated fund balances.

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 Effective February 2018

**SCHOOL OF HOPE  
PERFORMANCE-BASED AGREEMENT**

**THE SCHOOL BOARD OF \_\_\_\_\_ COUNTY, FLORIDA**

**THIS PERFORMANCE-BASED AGREEMENT** entered into as of the \_\_\_ day of \_\_\_\_\_ by  
and between THE SCHOOL BOARD OF \_\_\_\_\_, FLORIDA, a body corporate  
operating and existing under the Laws of the State of Florida

and

**[Contracting Party/Legal Entity on behalf of Name of School DBA]**  
**[Address]**

a non-profit organization

**Definitions**

Definitions: The following terms shall have the following meanings:

*Department* shall mean the Florida Department of Education.

*District* shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

*Governing Board* shall mean the governing board or body of the School of Hope.

*Notice of Intent* shall mean the Hope Operator’s Notice of Intent (including amendments) pursuant to State Board of Education Rule 6A-1.0998271, Florida Administrative Code, as submitted to the District.

*Performance-based Agreement* shall mean this Performance-based Agreement entered into between the School of Hope and the District.

*School* shall mean [ENTER SCHOOL NAME] the School of Hope operated under this Performance-based Agreement

*School Board* shall mean the locally elected school board for the district in which the Hope Operator establishes and operates the School of Hope.



*State* shall mean the State of Florida.

*Superintendent* shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

### Section 1

- A. Notice of Intent. A copy of the Notice of Intent is attached hereto as Appendix 1 and constitutes a part of this Performance-based Agreement (PBA). In the event of any conflict between the Notice of Intent and any other provision of this PBA, the PBA provision shall control.
- B. Term. The term of this PBA shall be for five (5) full school years commencing on [INSERT DATE] and ending on [INSERT DATE] unless terminated sooner as provided herein.
- C. Start-Up Date. [NAME OF SCHOOL] shall begin classes on [INSERT DATE]. The school cannot open absent submission of all required Pre-Opening Documents as specified in Section O of this PBA. The school may defer the opening of the school's operations by providing written notice of such intent to the District and the parents of enrolled students at least 30 calendar days before the date identified above. The deferral does not extend the term of this PBA.
- D. PBA Renewal. This PBA shall be renewed for a term of five (5) years upon the written request of the Hope Operator unless:
1. The school fails to meet the requirements for student performance established pursuant to this PBA;
  2. The school fails to meet the generally accepted standards of fiscal management; or
  3. The school materially violates the law or the terms of this PBA.
- E. Location. [If the school has identified and secured a facility prior to the execution of this

PBA, complete section 1. below. If the school has not secured a facility prior to the execution of this PBA, complete section 2. below.]

1. The school shall be located at [INSERT PHYSICAL ADDRESS OF FACILITY]. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to District and the local governing authority that has jurisdiction for safety inspection purposes.

2. The school shall be located within the attendance zone or a five mile radius (whichever is greater) of [NAME OF PERSISTENTLY LOW PERFORMING PUBLIC SCHOOL]. When the School secures a facility it shall notify the District in writing and no later than 15 days prior to the School's opening, provide the District a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes. The School shall make facilities accessible to District and the local governing authority that has jurisdiction for safety inspection purposes.

F. Grade Levels Served. The School will serve students in the following grades:

- Year 1: [INSERT GRADE LEVELS SERVED]
- Year 2: [INSERT GRADE LEVELS SERVED]
- Year 3: [INSERT GRADE LEVELS SERVED]
- Year 4: [INSERT GRADE LEVELS SERVED]
- Year 5: [INSERT GRADE LEVELS SERVED]

The School may, at its discretion, serve students in grade levels not identified above so long as it provides written notice to the District at least 30 days prior to the first day of school. The School may open additional schools to serve students enrolled in or zoned for a persistently low-performing public school as provided for in Section 1002.333(4), Florida Statutes, if the Hope Operator maintains its status under Section 1002.333(3), Florida Statutes.

The School [WILL/WILL NOT] serve student in the school readiness program pursuant to Chapter 1002, Part VI, Laws of Florida.

The School [WILL/WILL NOT] operate a public voluntary pre-kindergarten program for four-year olds.

G. Student Recruitment and Enrollment. The School will implement the student recruitment strategies and activities described in the Notice of Intent.

1. The table below includes the projected recruitment and enrollment targets for the

School as described in the Notice of Intent.

Year	Total Projected K-12 Enrollment	% of students that previously attended a Persistently Low-Performing school
Year 1	[ INSERT # ]	[ INSERT % ]
Year 2	[ INSERT # ]	[ INSERT % ]
Year 3	[ INSERT # ]	[ INSERT % ]
Year 4	[ INSERT # ]	[ INSERT % ]
Year 5	[ INSERT # ]	[ INSERT % ]

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may provide the following enrollment preferences:

- a. Siblings of currently enrolled students
- b. Children of the school’s founders, teachers and staff (so long as the total number of students allowed under this preference constitutes only a small percentage of the charter school’s total enrollment)

3. Unless the School is currently receiving the federal Charter School Program Grant authorized under Title V., Part B of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act, and has been notified by the Department that it is prohibited from doing so, the School shall exempt students from persistently low-performing schools from the enrollment lottery process. If the number of applicants from persistently low-performing schools exceeds the capacity of the program class, grade level or building, all such applicants shall have an equal chance of being admitted through a random selection process.

4. If the School is oversubscribed and must conduct an admissions lottery, pursuant to Section 1002.333(5), Florida Statutes, the lottery process must be transparent and open to the public.

5. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

6. A student may withdraw from the School at any time and enroll in another public school, as determined by District or charter school policy, as applicable. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

7. The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

8. The School will implement the parental involvement strategies described in the Notice of Intent.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The District will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school, if applicable.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the District upon written request. However such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the District to verify that the random selection process utilized by the School was conducted in accordance with section 1002.333(5), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

I. Exceptional Student Education. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
2. Free appropriate public education (FAPE).
3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days.

J. Academic Accountability

1. Annual Objectives

a. By September 15th of each year the District shall provide the School with academic student performance data on state required assessments for each student attending the School who was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

b. By September 15th of each year the District shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11) for the following student groups:

- i. Students scoring a level 1 on prior year assessment
- ii. Students scoring a level 2 on prior year assessment
- iii. Students scoring a level 3 or higher on prior year assessments
- iv. Students with disabilities
- v. English Language Learners

c. By October 15th of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the District. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments such as the Northwestern Evaluation Association Measure of Academic Progress [NWEA MAP]. The goals shall also include the mission-specific educational goals described in the Notice of Intent.

d. The District shall review the proposed academic achievement goals within 30 days of receipt. If the District does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and District cannot agree on academic achievement goals either party may request dispute resolution pursuant to s. 1002.333(11), Florida Statutes. If the District does not provide written notification within 30 days of receipt, the goals shall be deemed accepted.

e. By October 15th of the second year of the School's operation, the school shall provide its proposed academic achievement goals for the remaining years of the contract, up to a maximum of four years or the end of the current contract term, whichever occurs first, using the same parameters and testing set forth in Section J.1.c, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

f. The District shall review the proposed academic achievement goals within 30 days of receipt. If the District does not accept the academic achievement goals it shall provide the School a written explanation. If the District does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and District cannot agree on academic achievement goals either party may request dispute resolution pursuant to s. 1002.333(11), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

g. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract the District shall report such shortcomings to the Department.

h. The School and District may agree to adjust the goals through a contract amendment or addendum.

2. Assessments

a. State required assessments: The School will participate in and administer all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

b. Additional Assessments: The School shall administer additional assessments as described in the Notice of Intent.

c. If an IEP, 504 Plan and an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

d. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the District to monitor and proctor all aspects of the School's test administration, if the District deems it necessary.

e. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

f. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

K. Non-Renewal and Termination.

1. The District shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this PBA. The District may choose not to renew or terminate this Performance-based Agreement for any of the following reasons as set forth in section 1002.333, Florida Statutes.

a. Failure to achieve the academic performance expectations set forth pursuant to Section J.1. of this PBA.

b. Failure to meet generally accepted standards of fiscal management.

c. Material violation of this PBA or violation of law.

2. The District shall notify the Governing Board in writing at least ninety days prior to non-renewing, or terminating this PBA.
3. If the District issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School may, within 14 calendar days of receipt of the notice, request a hearing.
  - a. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Contract.
4. The District may immediately terminate this PBA pursuant to section 1002.33(8)(d), Florida Statutes, if it sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety or welfare of the School's students exists.
5. If the School elects to terminate or non-renew the PBA, it shall provide reasonable prior notice of the election to the District indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the District. The School agrees that such notification shall be considered a voluntary termination by the governing board and a waiver of its right to a hearing or appeal.
5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises.

L. Post Termination Provisions

1. The nonrenewal or termination of this PBA must comply with the requirements of Section 1002.33(8), Florida Statutes. If this PBA is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the District and the Governing Board and that may not reasonably be assumed to have been satisfied by the District.
2. In the event of termination or non-renewal of this charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the



District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the District (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds shall revert to the district or department, as appropriate. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the District's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the District.

#### M. Transportation

1. The School shall provide transportation to the School's students consistent with the requirements of ss. 1006.21-27 and 1012.45, Florida Statutes. The governing board of the school may provide transportation through an agreement or contract with the district school board, a private provider, or parents. Transportation may not be a barrier to equal access for all students residing within a reasonable distance of the school.
2. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the District the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
3. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.
4. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the District and State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the District shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

#### N. Indemnification

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Rule 6A-1.0998271  
Form SOH3  
Effective February 2018

1. Any arrangement entered into to borrow or otherwise secure funds for the School from a source other than the state or a school district shall indemnify the state and the school district from any and all liability including, but not limited to, financial responsibility for the payment of the principal or interest.
2. Any loans, bonds or other financial agreements entered into by the School are not obligations of the state or school district but are obligations of the School and are payable solely from the sources of funds pledged by such agreement.
3. Notwithstanding anything else herein to the contrary, the District shall not:
  - a. Guarantee payment for any purchase made by the School.
  - b. Guarantee payment for any debits incurred by the School.
  - c. Guarantee payment for any loans taken out by the School.
  - d. Lend its good faith and credit in order for the School to obtain a loan or other form of credit.
4. This PBA expressly prohibits the pledging of credit or taxing power of the District or State.

O. Pre-Opening Documents

1. The following documents must be provided to the District prior to the opening of the School.
  - a. Facility related documents necessary to operate a public school, including:
    - Lease agreement, use agreement or ownership documentation for facility, pursuant to Section 1.E of this PBA
    - Certificate of occupancy
    - Fire inspection
    - Health Inspection
  - b. Documentation of fingerprinting of all staff and Governing Board members
  - c. Contact information for Governing Board Members