



NOTICE OF MEETING OF THE BOARD OF DIRECTORS Notice is hereby given that a meeting of the Board of Directors of IDEA Public Schools will be held on June 9, 2020. The Board will convene in Open Session at 2:00 pm (EST). The Board meeting will be held via conference call pursuant to the rules adopted by the Administration Commission under s. 120.54(5). Such meeting is a regular meeting.

IDEA Florida

Board Meeting Agenda

June 9, 2020

Trey Traviesa, Chair
Lizzette Gonzalez-Reynolds, Secretary
Nick Rhodes, Director

Meeting URL: <https://bluejeans.com/566968845> or 1.888.240.2560 : Meeting ID: 566 968 845

Call to Order: 2:00pm (EST)

Welcome: Chair Traviesa

1. **Approval of Minutes from February 26, 2020 business meeting** (Appendix A)
2. **Updates**
 - a. **Executive Director Tampa**
 - b. **Executive Director Jacksonville**
 - c. **VP Advancement**
3. **Budget Presentation**
 - a. **Leanne Hernandez, VP of Finance**
4. **Action Items**
 - a. Approve draft Performance Based Agreement with Hillsborough County School District for Tampa Campus #3 (Appendix B)
 - b. Approve draft Performance Based Agreement with Duval County School District for Jacksonville Campus #1 (Appendix C)
 - c. Approve draft Performance Based Agreement with Duval County School District for Jacksonville Campus #2 (Appendix D)
 - d. Approve draft Performance Based Agreement with Duval County School District for Jacksonville Campus #3 (Appendix E)
 - e. Approve Board Resolution to become Local Education Agency (LEA) for federal funding purposes (Appendix F)
5. **Public Comment**
6. **Member Comments**
7. **Adjourn**

Appendix A

IDEA Public Schools- Florida
Board of Directors Meeting
February 26, 2020
11:00am EST

Summary of Motions and Approvals

The board passed a motion to approve the minutes from the December 19 board meeting.

Motion made by: Nick Rhodes

Second to motion: Trey Traviesa

All in favor: Motion carries unanimously

The board passed a motion to approve the draft Notice of Intent with authorization for continued technical revisions

Motion made by: Nick Rhodes

Second to motion: Trey Traviesa

All in favor: Motion carries unanimously

The board passed a motion to approve the draft Performance Based Agreement with authorization for continued technical revisions

Motion made by: Nick Rhodes

Second to motion: Trey Traviesa

All in favor: Motion carries unanimously

Board Members present: Trey Traviesa-Chair, Nick Rhodes

IDEA Staff and Contractors present: Adam Miller, Julene Robinson, Jois Luiz DeLeon, Melissa Huffman, Sylvia Sanders, Sala Sims, Daniel Woodring

Audience present: None

Meeting is called to order by Trey Traviesa at 11:02 AM (EST)

Approval of Minutes

Trey Traviesa requested a motion to approve the minutes from the December 19, 2019 Board of Directors meeting.

Motion made by: Nick Rhodes

Second to motion made by Trey Traviesa

All in favor: Motion carries unanimously

Updates

Julene Robinson: Executive Director, IDEA Tampa

- Site Acquisition Update
 - Location number #1 at the corner of Nebraska and Fowler is on track to break ground this summer.
 - Progress is being made on securing site #2 in the southeastern portion of Tampa.
 - Julene is working with team to identify potential site for third campus, to open in 2022.
 - Continuing to review academic data in both Hillsborough and Polk counties. There exist a number of communities in both districts that have clusters of chronically low-performing public schools.
 - Land costs in Tampa are higher than originally projected. Julene is working closely with potential builders to identify opportunities for value engineering.
- People Update
 - Julene provided a description and update on the Founding Teacher Fellows program as well as the Relay program.
 - Julene has named 2 Principals for the first two academies. The remaining PIRs are continuing in their residency program.
 - Julene introduced one of the recently named Principals: Sala Sims. Sala introduced herself to the group.
 - IDEA Tampa will soon be initiating searches for a number of positions, including regional director of leadership development and assistant principals of instruction.

Jose Luiz DeLeon: Executive Director, IDEA Jacksonville

- People Update
 - The first four PIRs have been hired. They will be placed at IDEA Quest, where Jose Luiz will oversee their training and development.
 - There is a recruitment event the weekend of Feb 29th in Jacksonville, which Jose Luiz will attend.
- Site Acquisition Update
 - IDEA Jacksonville is looking at three potential sites in Jacksonville. Jose Luiz is working with the realtors and PMSI to identify properties that are appropriate for a campus, fit within the budget, and are in an area of need.

Adam Miller, VP of Advancement

- Legislative Update
 - Florida's legislative session is approximately 2 weeks from ending.
 - IDEA Florida is tracking bills related to accountability, school safety, and funding.
- Standards Update
 - Florida's State Board of Education recently adopted new K12 standards. IDEA will closely review and ensure that curriculum and assessments are aligned
- Funding Update
 - IDEA recently applied for the Charter School Program replication and expansion grant from US Department of Education

- o IDEA recently received its first award letter from the Florida Department of Education's Schools of Hope grant (\$2.5M)

Action Items

Action Item 1

Chair Traviesa introduced the item and asked that Adam Miller explain the item. Adam explained that the document in Appendix B is a draft Notice of Intent (NOI). The NOI is the charter school application that must be submitted to the local school district. Adam explained that the plan is to submit a separate NOI for each planned campus in Jacksonville and one in the greater Tampa area, in either Hillsborough or Polk. Adam further explained that additional revisions are possible and requested that the board approve the draft with authorization to make continued non-substantive revisions.

Trey Traviesa looked for a motion to approve the draft Notice of Intent with authorization provided to staff to continue making non-substantive changes.

Motion made by: Nick Rhodes

Second to motion: Trey Traviesa

All in favor: Motion carries unanimously

Action Item 2

Chair Traviesa asked Adam Miller to introduce the second action item. Adam Miller explained that the document in Appendix C was a draft performance-based agreement (PBA). Florida State Board of Education rule requires that a Hope Operator submit a copy of the draft PBA when they submit a Notice of Intent to a school district. The school district then has 60 days to negotiate and execute the PBA with the Hope Operator.

Trey Traviesa looked for a motion to approve the draft performance-based agreement with authorization provided to staff to continue making non-substantive changes.

Motion made by: Nick Rhodes

Second to motion: Trey Traviesa

All in favor: Motion carries unanimously

Public Comment

None

Member Comments

None

Adjourn

Trey Traviesa looks for a motion to adjourn at 11:30ampm EST

Motion made by: Nick Rhodes

Second to motion: Trey Traviesa

All in favor: Motion carries unanimously

I certify that the foregoing are the true and correct minutes of the meeting of the Board of Directors of IDEA Florida held on February 26, 2020.

Lizzette Gonzalez-Reynolds, Board Secretary

Appendix B

**SCHOOL OF HOPE
PERFORMANCE-BASED AGREEMENT**

THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA

THIS PERFORMANCE-BASED AGREEMENT entered into as of the 23 day of June 2020,
by and between THE SCHOOL BOARD of HILLSBOROUGH COUNTY, FLORIDA, a body
corporate operating and existing under the Laws of the State of Florida

and

IDEA Florida, Inc.

4651 Salisbury Rd, Jacksonville, Fl 32256

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 IDEA Florida, 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 July 1, 2022 and ending on June 30, 2027 unless terminated sooner as provided herein.
- C. Start-Up Date. IDEA Tampa #3 shall begin classes in August 2022. 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. The school shall be located within the attendance zone or a five mile radius (whichever is greater) of one or more schools identified in Appendix A of the Notice of Intent. 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: K, 1, 2,6
- Year 2: K, 1, 2, 3, 6,7
- Year 3: K, 1, 2, 3, 4, 6, 7, 8
- Year 4: K, 1, 2, 3, 4, 5, 6, 7, 8, 9
- Year 5: K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

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 NOT serve student in the school readiness program pursuant to Chapter 1002, Part VI, Laws of Florida.

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

The governing board of the School is authorized to serve students in the school readiness program and operate a voluntary pre-kindergarten program at a later date, in accordance with all applicable laws, upon providing written notice to the District.

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 or are zoned for a Persistently Low-Performing school or live in an Opportunity Zone
Year 1	480	75%
Year 2	720	75 %
Year 3	930	75%
Year 4	1200	75%
Year 5	1320	75%

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 choose to 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.

6. 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

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

Appendix C

**SCHOOL OF HOPE PERFORMANCE-BASED AGREEMENT
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA**

THIS PERFORMANCE-BASED AGREEMENT is entered into
effective June 16, 2020, and is by and between
The School Board of Duval County, Florida,
a body corporate operating and existing under the Laws of the State of Florida

and

IDEA Florida, Inc.
4651 Salisbury Road, Jacksonville, Florida 32256
a Florida non-profit corporation

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 IDEA Florida, Inc., operating IDEA Jacksonville #1, under this Performance-based Agreement, pursuant to that certain agreement dated January 1, 2020, with IPS Enterprises, Inc, a wholly owned subsidiary of Idea Public Schools, a Texas non-profit corporation designated by the Florida Department of Education as a Hope Operator.

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.

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 August 1, 2022 and ending on July 30, 2027 unless terminated sooner as provided herein.
- C. Start-Up Date. IDEA Jacksonville #1 shall begin classes in August, 2022. 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. The school shall be located within the attendance zone or a five mile radius (whichever is greater) of one or more schools identified in Appendix A of the Notice of Intent. 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: K, 1, 2, 6
 - Year 2: K, 1, 2, 3, 6,7
 - Year 3: K, 1, 2, 3, 4, 6, 7, 8
 - Year 4: K, 1, 2, 3, 4, 5, 6, 7, 8, 9
 - Year 5: K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

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.

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	464	[60 %]
Year 2	696	[60 %]
Year 3	928	[60 %]
Year 4	1160	[60 %]
Year 5	1276	[60 %]

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 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 the School's 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 District'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 District 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.
6. 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 PBA, 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 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 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 District shall have no liability for the same.

N. Indemnification

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
 - d. Written IRS determination letter granting 501(c)3 status to IDEA Florida, Inc., a Florida nonprofit corporation

P. Miscellaneous Provisions

1. All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its Governing Board.
2. Neither party shall be in default of this PBA, if the performance of any or all of this PBA is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
3. The School shall be a drug-free workplace, as provided by State and Federal law.
4. This PBA shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this PBA. This PBA may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this PBA shall require approval of the District and the Governing Board of the School.

5. This PBA shall not be assigned by either party without mutual written consent. The School may, without the consent of the District, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative so long as the School remains ultimately responsible for those services as set forth in this Agreement.
6. No waiver of any provision of this PBA shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this PBA shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this PBA shall be deemed to have been made by either party unless in writing and signed by the parties.
7. All representations and warranties made herein shall survive termination of this PBA.
8. If any provision or any part of this PBA is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this PBA and all such provisions shall remain in full force and effect.
9. This PBA is not intended to create any rights in a third party beneficiary.
10. This PBA is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this PBA, shall be as provided by law, in an administrative tribunal, the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this PBA. The parties agree to have any such dispute settled by a judge alone, without a jury.
11. Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this PBA shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:
12. Notices to the School:

IDEA Florida, Inc.
Attn: Governing Board Chair
2115 West Pike Avenue
Weslaco, Texas 78596

IDEA Florida, Inc.
4651 Salisbury Road
Jacksonville, Florida 32256

Notices to the District

With copy to:

The School Board of Duval County,
Florida
Attn: Superintendent of Schools
1701 Prudential Drive
Jacksonville, Florida 32207

Office of General Counsel
117 West Duval Street
Suite 480
Jacksonville, Florida 32202

Charter School Director
4037 Boulevard Center Drive
Suite 100 (1st Floor)
Jacksonville, Florida 32207

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

13. Each of the persons executing this PBA represents and warrants that he or she has the full power and authority to execute the PBA on behalf of the party for whom he or she signs and that he or she enters into this PBA of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.
14. In any case where this PBA conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the PBA. Whenever a Florida Statute or State Board of Education Rule is referenced in this PBA, it shall be construed to mean the statute or rule as it is amended from time to time.
15. The headings in the PBA are for convenience and reference only and in no way define, limit or describe the scope of the PBA and shall not be considered in the interpretation of the PBA or any provision hereof. This PBA is the product of negotiation between the parties and therefore the terms of this PBA shall not be construed against either party as the drafter.
16. This PBA may be executed via facsimile and in any number of counterparts, which when taken together shall be deemed to constitute an original and entire PBA.

[Signatures follow on next page]

*[Signature page to School of Hope Performance-Based Agreement between
The School Board of Duval County, Florida, and
IDEA Florida, Inc.,
Dated Effective June 16, 2020, for IDEA Jacksonville #1]*

IN WITNESS WHEREOF, the parties hereto have executed this PBA, effective as of the day and year first above written:

ATTEST:

IDEA FLORIDA, INC.

By: _____
_____, Secretary

By: _____
_____, Chairman

ATTEST:

**THE SCHOOL BOARD OF DUVAL
COUNTY, FLORIDA**

By: _____
Dr. Diana Greene, Superintendent
of Schools and Ex-Officio Secretary
to the Board

By: _____
Warren A. Jones, Chairman

Form Approved:

Approved by Board on June 16, 2020

By: _____
Office of General Counsel

Appendices:

Exhibit 1 – Notice of Intent for IDEA Jacksonville #1

Appendix D

**SCHOOL OF HOPE PERFORMANCE-BASED AGREEMENT
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA**

THIS PERFORMANCE-BASED AGREEMENT is entered into effective June 16, 2020, and is by and between
The School Board of Duval County, Florida,
a body corporate operating and existing under the Laws of the State of Florida

and

IDEA Florida, Inc.
4651 Salisbury Road, Jacksonville, Florida 32256
a Florida non-profit corporation

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 IDEA Florida, Inc., operating IDEA Jacksonville #2, under this Performance-based Agreement, pursuant to that certain agreement dated January 1, 2020, with IPS Enterprises, Inc, a wholly owned subsidiary of Idea Public Schools, a Texas non-profit corporation designated by the Florida Department of Education as a Hope Operator.

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.

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 August 1, 2022 and ending on July 30, 2027 unless terminated sooner as provided herein.
- C. Start-Up Date. IDEA Jacksonville #2 shall begin classes in August, 2022. 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. The school shall be located within the attendance zone or a five mile radius (whichever is greater) of one or more schools identified in Appendix A of the Notice of Intent. 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: K, 1, 2, 6
 - Year 2: K, 1, 2, 3, 6,7
 - Year 3: K, 1, 2, 3, 4, 6, 7, 8
 - Year 4: K, 1, 2, 3, 4, 5, 6, 7, 8, 9
 - Year 5: K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

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.

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	464	[60 %]
Year 2	696	[60 %]
Year 3	928	[60 %]
Year 4	1160	[60 %]
Year 5	1276	[60 %]

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 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 the School's 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 District'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 District 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.
6. 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 PBA, 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 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 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 District shall have no liability for the same.

N. Indemnification

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
 - d. Written IRS determination letter granting 501(c)3 status to IDEA Florida, Inc., a Florida nonprofit corporation

P. Miscellaneous Provisions

1. All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its Governing Board.
2. Neither party shall be in default of this PBA, if the performance of any or all of this PBA is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
3. The School shall be a drug-free workplace, as provided by State and Federal law.
4. This PBA shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this PBA. This PBA may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this PBA shall require approval of the District and the Governing Board of the School.

5. This PBA shall not be assigned by either party without mutual written consent. The School may, without the consent of the District, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative so long as the School remains ultimately responsible for those services as set forth in this Agreement.
6. No waiver of any provision of this PBA shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this PBA shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this PBA shall be deemed to have been made by either party unless in writing and signed by the parties.
7. All representations and warranties made herein shall survive termination of this PBA.
8. If any provision or any part of this PBA is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this PBA and all such provisions shall remain in full force and effect.
9. This PBA is not intended to create any rights in a third party beneficiary.
10. This PBA is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this PBA, shall be as provided by law, in an administrative tribunal, the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this PBA. The parties agree to have any such dispute settled by a judge alone, without a jury.
11. Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this PBA shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:
12. Notices to the School:

IDEA Florida, Inc.
Attn: Governing Board Chair
2115 West Pike Avenue
Weslaco, Texas 78596

IDEA Florida, Inc.
4651 Salisbury Road
Jacksonville, Florida 32256

Notices to the District

With copy to:

The School Board of Duval County,
Florida
Attn: Superintendent of Schools
1701 Prudential Drive
Jacksonville, Florida 32207

Office of General Counsel
117 West Duval Street
Suite 480
Jacksonville, Florida 32202

Charter School Director
4037 Boulevard Center Drive
Suite 100 (1st Floor)
Jacksonville, Florida 32207

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

13. Each of the persons executing this PBA represents and warrants that he or she has the full power and authority to execute the PBA on behalf of the party for whom he or she signs and that he or she enters into this PBA of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.
14. In any case where this PBA conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the PBA. Whenever a Florida Statute or State Board of Education Rule is referenced in this PBA, it shall be construed to mean the statute or rule as it is amended from time to time.
15. The headings in the PBA are for convenience and reference only and in no way define, limit or describe the scope of the PBA and shall not be considered in the interpretation of the PBA or any provision hereof. This PBA is the product of negotiation between the parties and therefore the terms of this PBA shall not be construed against either party as the drafter.
16. This PBA may be executed via facsimile and in any number of counterparts, which when taken together shall be deemed to constitute an original and entire PBA.

[Signatures follow on next page]

*[Signature page to School of Hope Performance-Based Agreement between
The School Board of Duval County, Florida, and
IDEA Florida, Inc.,
Dated Effective June 16, 2020, for IDEA Jacksonville #2]*

IN WITNESS WHEREOF, the parties hereto have executed this PBA, effective as of the day and year first above written:

ATTEST:

IDEA FLORIDA, INC.

By: _____
_____, Secretary

By: _____
_____, Chairman

ATTEST:

**THE SCHOOL BOARD OF DUVAL
COUNTY, FLORIDA**

By: _____
Dr. Diana Greene, Superintendent
of Schools and Ex-Officio Secretary
to the Board

By: _____
Warren A. Jones, Chairman

Form Approved:

Approved by Board on June 16, 2020

By: _____
Office of General Counsel

Appendices:

Exhibit 1 – Notice of Intent for IDEA Jacksonville #2

Appendix E

**SCHOOL OF HOPE PERFORMANCE-BASED AGREEMENT
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA**

THIS PERFORMANCE-BASED AGREEMENT is entered into
effective June 16, 2020, and is by and between
The School Board of Duval County, Florida,
a body corporate operating and existing under the Laws of the State of Florida

and

IDEA Florida, Inc.
4651 Salisbury Road, Jacksonville, Florida 32256
a Florida non-profit corporation

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 IDEA Florida, Inc., operating IDEA Jacksonville #3, under this Performance-based Agreement, pursuant to that certain agreement dated January 1, 2020, with IPS Enterprises, Inc, a wholly owned subsidiary of Idea Public Schools, a Texas non-profit corporation designated by the Florida Department of Education as a Hope Operator.

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.

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 August 1, 2022 and ending on July 30, 2027 unless terminated sooner as provided herein.
- C. Start-Up Date. IDEA Jacksonville #3 shall begin classes in August, 2022. 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. The school shall be located within the attendance zone or a five mile radius (whichever is greater) of one or more schools identified in Appendix A of the Notice of Intent. 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: K, 1, 2, 6
 - Year 2: K, 1, 2, 3, 6,7
 - Year 3: K, 1, 2, 3, 4, 6, 7, 8
 - Year 4: K, 1, 2, 3, 4, 5, 6, 7, 8, 9
 - Year 5: K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

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.

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	464	[60 %]
Year 2	696	[60 %]
Year 3	928	[60 %]
Year 4	1160	[60 %]
Year 5	1276	[60 %]

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 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 the School's 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 District'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 District 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.
6. 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 PBA, 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 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 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 District shall have no liability for the same.

N. Indemnification

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
 - d. Written IRS determination letter granting 501(c)3 status to IDEA Florida, Inc., a Florida nonprofit corporation

P. Miscellaneous Provisions

1. All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its Governing Board.
2. Neither party shall be in default of this PBA, if the performance of any or all of this PBA is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
3. The School shall be a drug-free workplace, as provided by State and Federal law.
4. This PBA shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this PBA. This PBA may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this PBA shall require approval of the District and the Governing Board of the School.

5. This PBA shall not be assigned by either party without mutual written consent. The School may, without the consent of the District, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative so long as the School remains ultimately responsible for those services as set forth in this Agreement.
6. No waiver of any provision of this PBA shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this PBA shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this PBA shall be deemed to have been made by either party unless in writing and signed by the parties.
7. All representations and warranties made herein shall survive termination of this PBA.
8. If any provision or any part of this PBA is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this PBA and all such provisions shall remain in full force and effect.
9. This PBA is not intended to create any rights in a third party beneficiary.
10. This PBA is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this PBA, shall be as provided by law, in an administrative tribunal, the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this PBA. The parties agree to have any such dispute settled by a judge alone, without a jury.
11. Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this PBA shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:
12. Notices to the School:

IDEA Florida, Inc.
Attn: Governing Board Chair
2115 West Pike Avenue
Weslaco, Texas 78596

IDEA Florida, Inc.
4651 Salisbury Road
Jacksonville, Florida 32256

Notices to the District

With copy to:

The School Board of Duval County,
Florida
Attn: Superintendent of Schools
1701 Prudential Drive
Jacksonville, Florida 32207

Office of General Counsel
117 West Duval Street
Suite 480
Jacksonville, Florida 32202

Charter School Director
4037 Boulevard Center Drive
Suite 100 (1st Floor)
Jacksonville, Florida 32207

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

13. Each of the persons executing this PBA represents and warrants that he or she has the full power and authority to execute the PBA on behalf of the party for whom he or she signs and that he or she enters into this PBA of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.
14. In any case where this PBA conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the PBA. Whenever a Florida Statute or State Board of Education Rule is referenced in this PBA, it shall be construed to mean the statute or rule as it is amended from time to time.
15. The headings in the PBA are for convenience and reference only and in no way define, limit or describe the scope of the PBA and shall not be considered in the interpretation of the PBA or any provision hereof. This PBA is the product of negotiation between the parties and therefore the terms of this PBA shall not be construed against either party as the drafter.
16. This PBA may be executed via facsimile and in any number of counterparts, which when taken together shall be deemed to constitute an original and entire PBA.

[Signatures follow on next page]

*[Signature page to School of Hope Performance-Based Agreement between
The School Board of Duval County, Florida, and
IDEA Florida, Inc.,
Dated Effective June 16, 2020, for IDEA Jacksonville #3]*

IN WITNESS WHEREOF, the parties hereto have executed this PBA, effective as of the day and year first above written:

ATTEST:

IDEA FLORIDA, INC.

By: _____
_____, Secretary

By: _____
_____, Chairman

ATTEST:

**THE SCHOOL BOARD OF DUVAL
COUNTY, FLORIDA**

By: _____
Dr. Diana Greene, Superintendent
of Schools and Ex-Officio Secretary
to the Board

By: _____
Warren A. Jones, Chairman

Form Approved:

Approved by Board on June 16, 2020

By: _____
Office of General Counsel

Appendices:

Exhibit 1 – Notice of Intent for IDEA Jacksonville #3

Appendix F

**RESOLUTION OF THE BOARD OF DIRECTORS OF IDEA
FLORIDA, INC. TO BE DESIGNATED AS A LOCAL
EDUCATIONAL AGENCY FOR FEDERAL FUNDING
PURPOSES**

The undersigned hereby certifies that he is the Chair of the Governing Board of IDEA Florida, Inc., and that the following is a true and correct copy of a resolution by the Governing Board of said company at a meeting held, in full compliance with Florida's Sunshine Laws, at which a quorum was present, on June 9, 2020.

WHEREAS, Section 1002.333(6), Florida Statutes permits a School of Hope to qualify as its own local educational agency for the purpose of receiving federal funds the same as though the School of Hope were a school district; and

WHEREAS, the Board of Directors of IDEA Florida, Inc. desires for all present and future Schools of Hope to qualify for such designation by filing a Resolution with the Department of Education demonstrating eligibility for such designation; and

WHEREAS, IDEA Public Schools was approved by the Florida Board of Education as a Hope Operator on March 27, 2018 pursuant to Section 1002.333, Florida Statutes; and

WHEREAS, IDEA Florida Inc., will operate multiple Schools of Hope via legally executed management agreements with IPS Enterprises, Inc., a wholly owned subsidiary of IDEA Public Schools; and

WHEREAS, all Schools of Hope operated by IDEA Florida, Inc., will operate within the attendance zone or within five miles of a persistently low-performing public school or within an opportunity zone, as required by law.

NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Section 1002.333(6), Florida Statutes, the Board of Directors of IDEA Florida, Inc., for the benefit of the students we serve, and in compliance with Section 1002.333(6), Florida Statutes, requests the Florida Department of Education designate IDEA Florida, Inc., as the Local Education Agency for the purposes of receiving federal funds for all schools of hope for which it holds the PBA contracts, and accepts the full responsibility for all local education agency requirements for all the schools for which it will perform local education agency responsibilities.

Trey Traviesa
Governing Board Chair
IDEA Florida, Inc.

Date: _____