Open-Enrollment Public Charter School
New Application

Deadline for Submission: August 31

Charter School: _____

Date Submitted: _____

Date Approved: _____

Arkansas Department of Education
Charter School Office
Four Capitol Mall, Room 302-B
Little Rock, AR 72201
501.683.5313

Adopted by Arkansas State Board of Education – June 11, 2012

Arkansas Department of Education
Open-Enrollment Public Charter Schools

June 30	Deadline for open-enrollment letters of intent to be filed with the ADE.
August 31	Deadline for open-enrollment applications to be filed with the ADE, and superintendent of each public school district likely to be affected by proposed charter school.
August/September	Deadline for local school board where the proposed open-enrollment public charter school will be located to submit to the State Board and the applicant, written conclusions and results of any vote to approve the charter application. Any decision by the local school board approving or disapproving the application must be made within forty-five (45) days of the local school board's receipt of the application.
September 30	Deadline for local boards of school districts likely to be affected by the proposed open-enrollment public charter school to submit any written findings or statements to the SBE.
November/December	Tentative date for application submitted to the State Board of Education. Applications approved by the local school board will receive expedited consideration. (Pending hearing timelines.) Any desegregation analysis submitted by the local school board must be filed with the Department of Education not later than twenty (20) days prior to the State Board's consideration of the application. Failure of the local school board of the district in which the proposed public charter school will be located to submit to the Department a desegregation analysis as set forth above shall result in a waiver of the local school board's right to submit such a desegregation analysis to the State Board.

*Note - All information must be received in the Charter School Office of the Arkansas Department of Education no later than 4:00 p.m. on the date of the deadline. Information received in the Charter School Office after 4:00 p.m. on the established date will not be processed. It is the responsibility of the applicant to strongly adhere to the charter application timeline. Please take under consideration the length of the time that may be required for your application to reach the Charter School Office, particularly when mailing your application. Should the deadline date fall on a weekend, all materials must be received no later than 4:00 p.m. the following Monday.

STATE BOARD OF EDUCATION

ARKANSAS DEPARTMENT OF EDUCATION

REQUIREMENTS FOR LETTER OF INTENT

To Apply For An **Open-Enrollment** Public School Charter

Applicants for open-enrollment public charter schools are required to send a one (1) page "**Letter of Intent to Apply for an Open-Enrollment Public School Charter**" to the Arkansas Department of Education.

Submit the letter of intent via certified mail to the Department of Education at the following address no later than the close of the business day (4:00 p.m.) **on June 30,** in order for the application to be considered by the State Board of Education at a later date:

Arkansas Department of Education
Charter School Office
Four Capitol Mall, Room 302-B
Little Rock, AR 72201

Required format to be followed for the letter of intent:

1. The letter of intent is to consist of only one (1) page;
2. Include the full legal name of the eligible entity which intends to apply for a charter. If a not-for-profit, specify the name on the IRS 501(c)(3) application and the entity's current 501(c)(3) status.
3. Include the contact person's name, full address, daytime telephone number, FAX number, and e-mail address;
4. Give a description of the eligible entity which will be proposing the charter;
5. Give the name of the proposed open-enrollment public charter school;
6. Describe the location of the proposed open-enrollment public charter school;
7. Identify the grade levels of students to be served by the open-enrollment public charter school;
8. Identify the number of students intended to be served by the open-enrollment public charter school; and
9. Provide a one-paragraph description of the purpose or special emphasis of the proposed school.

The contact person for the proposed open-enrollment public charter school shall sign the letter.

A copy of the letter of intent shall also be sent via certified mail by the applicant to the superintendent of the public school district where the proposed public charter school will be located.

STATE BOARD OF EDUCATION
ARKANSAS DEPARTMENT OF EDUCATION
APPLICATION FOR AN OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL

A. GENERAL INFORMATION (Please type)

Name of Proposed Charter School:_____

Grade Level(s) for the School: _____ Student Enrollment cap: _____

Name of Sponsoring Entity:_____

The applicant is an "eligible entity" under the following category (check one):

- ☐ a public institution of higher education;
- ☐ a private nonsectarian institution of higher education;
- ☐ a governmental entity; or
- ☐ an organization that is nonsectarian in its programs and operations, and is, or will be, exempt from taxation under Section 501(c) (3) of the Internal Revenue Code (provide evidence). (A copy of the entity's letter from the IRS reflecting tax exempt status or a copy of the entity's application for 501(c)(3) status must be attached to the application. Articles of incorporation or a letter acknowledging nonprofit status from the Secretary of State will not suffice). To be eligible, an entity must hold or have applied for 501(c)(3) status at the time this charter application is filed. The entity must receive formal tax exempt status under §501(c)(3) of the Internal Revenue Code of 1986 prior to the first day of its operation with students.

Name of Contact Person:_____

Address (no P.O. Box please): _____ City:_____ ZIP: _____

Daytime Phone Number: (_____) _____ FAX: _____

E-mail: _____

Charter Site Address: _____ City: _____

ZIP: _____ Date of Proposed Opening: _____

Chief Operating Officer
of Proposed Charter (if known): _____Title: _____

Address: _____ City:_____

ZIP Code: _____ Daytime Telephone Number: _____

The proposed charter will be located in the _____School District.

Provide a comprehensive list of all individuals, including but not limited to entity board members and charter school board members, involved in the organization and design of the proposed school as well as the proposed application process. Please note that Ark. Code Ann. § 6-24-105 prohibits charter school board members from contracting with or being employed by the charter school except in certain limited circumstances.

Name:	Position:	State of Residence:
Name:	Position:	State of Residence:
Name:	Position:	State of Residence:
Name:	Position:	State of Residence:
Name:	Position:	State of Residence:
Name:	Position:	State of Residence:

List the current K-12 student enrollment of the district where the proposed public charter school will be located.

_____ (Total District Enrollment)

List the school districts from which students are expected to come (use additional sheets as necessary).

_____ _____ _____

_____ _____ _____

_____ _____ _____

B. GENERAL DESCRIPTION

In succinct terms describe the proposed school including grade levels offered, student populations served, educational focus, and any other essential characteristics.

_____

_____

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_____

_____

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_____

_____

_____

_____

(Use additional sheets as necessary.)

C. GENERAL INSTRUCTIONS

APPLICATION REQUIREMENTS AND CONTENTS: The total number of pages prepared by the applicant in response to Section D of this application form including any attachments used to support those responses **cannot exceed 55 pages**. Any attachments required by the application form are not to be included in the count for the total number of pages and are indicated by the word "required" in the list of contents below. Do not use dividers or separators noting the various parts of the application. **All pages including attachments should be numbered and clearly referred to in the narrative text.**

The narrative responses should be given in the order requested. **Brevity and clarity are strongly encouraged**. The responses and all supporting attachments should be prepared/ typed on white, 8 ½" x 11" paper (copied on one side only) suitable for reproduction. The type should be in 12 point font or larger and page margins of at least one (1) inch on all sides with page numbers clearly marked.

List of Contents:
The following is a list for the contents of the final application to be submitted to the State Board of Education. **The contents must be arranged in the order listed below**:

1. Sections A and B of the application form with all information provided (required)
2. Responses to all inquiries in Section D in the prescribed order and numbered accordingly
3. Applicant's attachments (if any) supporting narrative responses
4. A copy of the school's calendar and daily schedule (required)
5. Facilities Utilization Agreement (required)
6. Proposed two-year budget estimate using worksheet provided (required)
7. Proposed salary schedule for both administrative and teaching positions (required)
8. Evidence of status as eligible entity (required)
9. Evidence of parental and community support (required)
10. Signed Statement of Assurances Form (required)

Submit the original copy of the application with original pages for all attachments including original signatures on any attachment requiring a signature. DO NOT STAPLE THE ORIGINAL APPLICATION PAGES NOR ANY OF THE ORIGINAL ATTACHMENTS.

In addition to the original unbound copy of the application and all attachments, **please submit: Twelve (12) one sided bound/stapled copies (no notebooks)**; **One (1) CD copy of the application** in Microsoft Word, or Adobe Acrobat PDF. Please ensure that the information saved on the CD can be accessed. CD should be labeled with the name of the proposed school.

All application materials must be received by the Charter School Office at the Arkansas Department of Education by 4:00 p.m. on August 31. Please make sure that applications being submitted by United States Postal Service are done so in a timely manner as to be received in the Charter School Office by the deadline. Facsimile transmissions (FAX) will not be accepted, and any application received after 4:00 p.m. on August 31 will not be forwarded to the State Board of Education for consideration. Applications should be mailed or hand-delivered to:

Arkansas Department of Education
Charter School Office
Four Capitol Mall, Room 302-B
Little Rock, AR 72201

D. REQUIRED INFORMATION

The applicant for the proposed open-enrollment charter, if approved by the State Board of Education, agrees to operate the educational program described below in accordance with the provisions described within this document, Arkansas Code Annotated §6-23-101 et seq, the State Board of Education Rules Governing Charter Schools, and the attached assurances. This is a narrative description of various components of the proposed charter school, and the responses to the following inquiries including any supporting attachment pages **must be limited to no more than 55 pages**.

Application Standards:

1. Describe the results of the public hearing, which was held for the purpose of assessing support for the establishment of this open-enrollment public charter school. Provide copies of any supporting evidence received.

2. Provide documentation that each of the following requirements of Arkansas Code Annotated §6-23-302 were met:

   A. The notice of the public hearing was published on a weekly basis for at least three (3) consecutive weeks prior to the date of the hearing in a newspaper having general circulation in the school district in which the school will likely be located.

   B. The notice of the public hearing shall not be published in the classified or legal notice section of the newspaper.

   C. The last publication date of the notice shall be no less than seven (7) days prior to the public meeting.

   D. Within seven (7) calendar days following the first publication of the notice of the public hearing, letters announcing the public hearing shall be sent to the superintendent of each of the school districts from which the open-enrollment public charter school is likely to draw students for the purpose of enrollment and the superintendent of any district that is contiguous to the district in which the open-enrollment public charter school will be located. The letters shall identify, at a minimum, the full legal name of the eligible entity which intends to apply for a charter; a contact person's name, full address, daytime telephone number, and e-mail address; the name of the proposed open-enrollment public charter school; and the proposed location of the proposed open-enrollment public charter school.

3. Describe the governing structure of the open-enrollment charter, including board composition, selection process, and responsibilities. Also describe the role of the administrators, faculty, parents, students, and community members in the leadership and decision-making of the school. As part of your response, please answer the following specific questions:

A. Identify what individual job position(s) or entity(s) will have final decision-making authority for the school in the areas of (1) finance and purchasing; (2) student discipline; (3) hiring and firing of staff; and (4) hiring and firing of the school director or superintendent.

B. Specify how the final decision-maker(s) identified in response to (3)(A) above will be selected or elected, including (1) length of term, (2) method of selection or election, and (3) who will have the authority to participate in the selection or election process.

C. Explain how and to what extent the school's leadership will be accountable to parents.

4. Give the mission statement for the proposed open-enrollment public charter school.

5. Describe the educational need for the school.

6. Describe the educational program to be offered by the open-enrollment public charter school.

7. List the specific measurable goals in reading, reading comprehension, mathematics, and mathematic reasoning based on the state mandated assessments, and any other assessment tools if used, for improving student academic achievement for each year of the public charter schools' initial five (5) year period.

8. Describe the process that will be used to develop and align the curriculum with the Arkansas Curriculum Frameworks. Also describe plans to implement the curriculum requirements of the Common Core Standards in accordance with the timeframe adopted by the State Board of Education.

9. Describe the geographical area to be served by the charter, and list all school districts within the geographical area that may be affected by the open-enrollment public charter school.

10. Describe the plan for the school officials to provide an annual report to parents, the community, and the State Board of Education that demonstrates the progress made by the charter school during any previous academic year in meeting its academic performance objectives. (*See ADE Rules Governing Standards for Accreditation of Arkansas Public Schools and School Districts)*

11. Describe the enrollment criteria and student admission, recruitment and selection processes for the proposed public charter school. Include a statement that a random, anonymous student selection method will be utilized in the event that more students apply for admission to the open-enrollment public charter school than can be accommodated under the terms of the charter, except as allowed for in Arkansas Code Annotated §6-23-306(14)(C). Should an applicant believe that

the use of a weighted lottery is required by federal court or administrative order, the applicant shall furnish a copy of the order.

12. Summarize the job descriptions of the school director and other key personnel. Specify the qualifications to be met by professional employees (administrators, teachers, counselors, etc.) of the program. List the types of administrative positions, teaching positions, and support positions and how many of each.

13. Explain how the school will conduct its business office, with what personnel, and describe the process by which the governance structure of the school will adopt an annual budget.

14. Describe the manner in which an annual audit of the financial and programmatic operations of the school will be conducted. Act 993 of 2011 requires that the Division of Legislative Audit conduct every new charter school's first-year audit unless the State Board approves otherwise. If the school wishes to utilize a licensed accountant or licensed certified public accountant to perform the first-year audit, please identify the accountant by name, firm, address, and phone number. The named accountant must meet the requirements of ADE Rules Governing Publicly Funded Educational Institution Audit Requirements, including the prohibition on auditors providing non-audit services (such as accounting or consulting services) to auditees. A school's preference as stated in this Application may not be changed without prior approval of the State Board of Education.

15. Provide a statement affirming that the public charter school will participate in the Arkansas Public School Computer Network, as required by state statute and by State Board of Education rule, for reporting both education data and financial data, including grant funds or private donations received directly by the charter school itself.

16. Describe the facilities to be used. Give the present use of the facility. If the facility to be used for the school is a facility of a school district, describe the terms established by the local school board of the district stipulating the relationship between the proposed public charter school and the district pertaining to the use of the facility. Attach a copy of the agreement, signed by the president of the local school board, the chair or president of the governing body of the proposed open-enrollment public charter school, and the chief operating officer of the proposed charter. If the facility is not operated by a school district, attach a copy of the Facilities Utilization Agreement, signed by the entity owning or operating the facility and the chief operating officer of the proposed charter. A proposed lease may also be submitted but is not required. Please note that any lease or other debt must be approved by the Commissioner of Education.

    Please identify the owner(s) of the proposed facility and describe their relationship, if any, with:

    (1) Members of the local board of the public school district where the proposed open-enrollment public charter school will be located,

(2) Employees of the public school district where the proposed open-enrollment public charter school will be located,

(3) The eligible entity sponsoring the open-enrollment public charter school, or

(4) Employees/directors/administrators of the sponsoring entity or proposed open-enrollment public charter school.

Include a statement that the facility will comply with all requirements for accessibility in accordance with the Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA) and all other state and federal laws. If the facility does not currently meet these requirements, provide a list of items that will need to be addressed to bring the facility into compliance. Also include a statement of permissible uses for the facility from the local zoning authority, and whether there are any alcohol sales within 1000 feet of the facility.

An open-enrollment public charter school shall not commence operations with students in any facility unless the school has obtained a certificate of occupancy issued by a local code official approved by the state fire marshal, a certificate of occupancy or other approval of the state fire marshal, or a certificate of substantial completion issued by a licensed architect. The occupancy limits of any facility shall be as determined by the local code official or state fire marshal.

17. For each and every individual specifically identified by name in Section A of the Application (the contact person, chief operating officer, board members, and other individuals), identify any family or financial relationship which may exist between that individual and:

(A) Any other individual specifically identified by name in Section A of the Application;

(B) Any individual or entity whom the sponsoring entity or charter school has contracted with, or intends to contract with, to provide any services or products for the proposed charter school; or

(C) The owner(s) of the facilities to be used.

For the purpose of this Standard, an individual has a financial relationship with another individual or entity if he or she:

(1) Receives compensation or benefits directly or indirectly from the entity or individual;

(2) Is an officer, director, partner, employee, or owner of more than 5% of the shares of an entity that is a corporation, partnership, sole proprietorship, or LLC; or

(3) Has a family member (spouse, sibling, parent or child, or the spouse of a sibling, parent, or child) who is an officer, director, partner, employee, or owner of more than 5% of the shares of an entity that is a corporation, partnership, sole proprietorship, or LLC.

18. Describe the manner in which the school will make provisions for the following student services unless a waiver is being sought:
    A) Guidance Program
    B) Health Services
    C) Media Center
    D) Transportation
    E) Special Education
    F) Alternative Education, including Alternative Learning Environments
    G) Gifted and Talented Program

    Please note that under federal guidelines students with disabilities shall be provided specific services and all aspects of IDEA apply. The public charter school cannot waive the responsibility of providing services for students with disabilities.

19. Describe the manner in which the school will make provisions for food services. State whether the proposed charter school will apply to participate in the federal National School Lunch program or other federal nutrition programs.

20. Describe how the parents or guardians of the enrolled students will be involved with the school and its educational programs.

21. List the provisions of Title 6 of the Arkansas Code Annotated (Education Code), State Board of Education rules, and sections of the *Standards for Accreditation of Arkansas Public Schools and School Districts* that the open-enrollment public charter school seeks to be exempted from in order to meet the goals of the school. Identify the specific statute, rule, or standard requested to be waived by title and section number if applicable**. Provide a brief description of the rationale for each waiver requested.**

22. Describe the potential impact of the proposed open-enrollment public charter school on the efforts of affected public school district(s) to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.

Attachments must be included in the following order:

- Applicant's attachments (if any) supporting narrative responses
- A copy of the school's calendar and daily schedule (required)
- Facilities utilization agreement (required)
- Proposed two-year budget estimate using worksheet as provided (required)
- Proposed salary schedule for both administrative and teaching positions (required)
- Evidence of status as eligible entity (required)
- Evidence of parental and community support (applicant's attachments)
- Signed Statement of Assurances Form (required)

OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL
FACILITIES UTILIZATION AGREEMENT

Lessor (Owner): _____

Lessee (Tenant): _____

Any information regarding affiliation, family ties, or other relationships between the Lessor (Owner) and Lessee (Tenant) must be disclosed with the facilities lease agreement.

Describe the present use of the facility:

_____

_____

Premises: _____
address

_____
square footage

Terms of Lease: _____

Rental Amount: _____

Contingency: The terms of this agreement are contingent upon _____(sponsoring entity) receiving a charter to operate an open-enrollment public charter school from the State Board of Education by August of_____.

Statutory Language Concerning No Indebtedness: No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the State of Arkansas or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions. An open-enrollment public charter school shall not incur any debt, including any lease, without the prior review and approval of the Commissioner of Education.

Lessee:	Lessor:
_____	_____
By _____	By_____
Date_____	Date _____

Charter School Budget Information

The Budget Worksheet has been developed for application purposes. It is intended to challenge the applicant to consider the many expenses incurred in the operation of a school. It is formatted to expedite the application process. Budget revenues must equal or exceed expenses for each school year.

Upon approval of the Open-Enrollment Public Charter School, the ADE Public School Finance and Administrative Support Section will provide technical assistance. At that time, a detailed budget will be developed specific to the terms of the Charter. That budget will also meet the data reporting requirements of the Arkansas Public School Computer Network.

The Budget Worksheet is to be used as an estimate of the Revenues and Expenditures associated with the operation of the Open-Enrollment Public Charter School. The Expenditures section is a comprehensive overview of the normal expenses incurred in the operation of a school.

The following definitions are provided to assist the applicant in the completion of the Budget Worksheet:

> The "Number of Students" is the number of students expected to be enrolled in the open-enrollment public charter school. The description of student numbers including addition of students by year and or grade must clearly be defined within the application.
>
> All public schools in Arkansas receive "foundation funding," a set amount of money per student based upon average daily membership, the amount determined necessary to provide all students with an adequate education. Please note the funding amounts are based on the 2012-2013 amounts, as the General Assembly has not yet determined the funding amounts for future years.
>
> Number of Positions, both certified and non-certified should be stated as the full time equivalent (FTE) of each position. For example, if the Charter will have 5 FTE's position at 1.00 and 3 part-time FTE's positions at .50 employees: the 5.00 FTE's position equal a total of 5.00 FTE's positions, the 3 part-time .50 FTE's positions equal a total of 1.50 FTE's positions, for a grand total of 6.50 FTE's positions.
>
> Fringe Benefits at a minimum should include F.I.C.A., teacher retirement, health insurance, and unemployment obligations.

Two budget worksheets must be completed, one for the school's first year of operation and one for the school's second year of operation. The proposed budget should not rely on one-time grants or other funds that are not presently guaranteed.

Public Charter School Application
Estimated Budget Worksheet, Year One (2013-2014)

Line#	**Revenues**	**Amount**	**Total**
1	State Public Charter School Aid:		
2	No. of Students (_) x $6,267.00 State Foundation Funding		
3			_____
4	No. of Students (___) x $42.38 Professional Development		_____
5	No. of Students (____) x eligible rate* NSLA Funding		_____
6	Total State Charter School Aid	_____	$0.00
7			
8	Other Sources of Revenues:		
9	Private Donations or Gifts	_____	
10	Federal Grants (List the amount)	_____	
11	Special Grants (List the amount)	_____	
12	Other *(Specifically Describe)*	_____	
13			_____
14	Total Other Sources of Revenues		$0.00
15			
16	**TOTAL REVENUES**		$0.00
17			
18	**Expenditures**	**Amount**	**Total**
19	Administration:		
20	Salaries: *(No. of Positions___)*	_____	
21	Fringe Benefits	_____	
22	Purchased Services	_____	
23	Supplies and Materials	_____	
24	Equipment	_____	
25	Other *(Describe)*	_____	$0.00
26			
27	Regular Classroom Instruction:		
28	Salaries: *(No. of Positions___)*	_____	
29	Fringe Benefits	_____	
30	Purchased Services	_____	
31	Supplies and Materials	_____	
32	Equipment	_____	
33	Other *(Describe)*	_____	$0.00

NSLA Funding eligibility rate: the amount of funding is based on the percentage of students eligible for free or reduced price meals. Below seventy percent (70%): $517.00 per student; between seventy and ninety percent (70-90%): $1,033.00 per student; and ninety percent and above (90%): $1,549.00 per student. Please note that a charter school that does not participate in the National School Lunch program is* **not *eligible to receive NSLA funding.*

(Budget Continued)

Special Education:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Gifted and Talented Program:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Alternative Education Program/ Alternative Learning Environments:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Guidance Services:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Health Services:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00

(Budget Continued)

Media Services:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Fiscal Services:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Maintenance and Operation:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services		
(include utilities)	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Pupil Transportation:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Food Services:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00

(Budget Continued)

Data Processing:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Substitute Personnel:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	$0.00
Facilities:		
Lease/Purchase (contract for one total year including facility upgrades)	_____	
Please list upgrades:	_____	
	_____	
Utilities (contract for one total year including facility upgrades)	_____	
Insurance (contract for one total year including facility upgrades):		
Property Insurance	_____	
Content Insurance	_____	$0.00
Debt Expenditures:	_____	$0.00
Other Expenditures:		
(Describe)	_____	$0.00
TOTAL EXPENDITURES		$0.00

Public Charter School Application
Estimated Budget Worksheet, Year Two (2014-2015)

Line#	**Revenues**	**Amount**	**Total**
1	State Public Charter School Aid:		
2	No. of Students (____) x $6,267.00 State Foundation Funding		
3			_____
4	No. of Students (____) x $42.38 Professional Development		_____
5	No. of Students (____) x eligible rate* NSLA Funding		_____
6	Total State Charter School Aid	_____	$0.00
7			
8	Other Sources of Revenues:		
9	Private Donations or Gifts	_____	
10	Federal Grants (List the amount)	_____	
11	Special Grants (List the amount)	_____	
12	Other *(Specifically Describe)*	_____	
13			_____
14	Total Other Sources of Revenues		$0.00
15			
16	**TOTAL REVENUES**		$0.00
17			
18	**Expenditures**	**Amount**	**Total**
19	Administration:		
20	Salaries: *(No. of Positions___)*	_____	
21	Fringe Benefits	_____	
22	Purchased Services	_____	
23	Supplies and Materials	_____	
24	Equipment	_____	
25	Other *(Describe)*	_____	$0.00
26			
27	Regular Classroom Instruction:		
28	Salaries: *(No. of Positions___)*	_____	
29	Fringe Benefits	_____	
30	Purchased Services	_____	
31	Supplies and Materials	_____	
32	Equipment	_____	
33	Other *(Describe)*	_____	$0.00

NSLA Funding eligibility rate: the amount of funding is based on the percentage of students eligible for free or reduced price meals. Below seventy percent (70%): $517.00 per student; between seventy and ninety percent (70-90%): $1,033.00 per student; and ninety percent and above (90%): $1,549.00 per student. Please note that a charter school that does not participate in the National School Lunch program is* **not *eligible to receive NSLA funding.*

(Budget Continued)

Special Education:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Gifted and Talented Program:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Alternative Education Program/ Alternative Learning Environments:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Guidance Services:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Health Services:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00

(Budget Continued)

Media Services:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Fiscal Services:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Maintenance and Operation:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services		
(include utilities)	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Pupil Transportation:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Food Services:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00

(Budget Continued)

Data Processing:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	
Purchased Services	_____	
Supplies and Materials	_____	
Equipment	_____	
Other *(Describe)*	_____	$0.00
Substitute Personnel:		
Salaries: *(No. of Positions___)*	_____	
Fringe Benefits	_____	$0.00
Facilities:		
Lease/Purchase (contract for one total year including facility upgrades)	_____	
Please list upgrades:	_____	
	_____	
Utilities (contract for one total year including facility upgrades)	_____	
Insurance (contract for one total year including facility upgrades):		
Property Insurance	_____	
Content Insurance	_____	$0.00
Debt Expenditures:	_____	$0.00
Other Expenditures:		
(Describe)	_____	$0.00
TOTAL EXPENDITURES		$0.00

OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL APPLICATION STATEMENT OF ASSURANCES

The signature of the President of the Board of Directors of the proposed public charter school's sponsoring entity certifies that the following statements are and will be addressed through policies adopted by the sponsoring entity and policies to be adopted by the public charter school; and, if the application is approved, that the sponsoring entity, governing body, administration, and staff of the open-enrollment charter shall abide by them:

1. The information submitted in this application is true to the best of my knowledge and belief and this application has been sent to the superintendent of all the districts from which we intend to draw students.

2. The proposed open-enrollment public charter school shall be open to all students, on a space-available basis, and shall not discriminate in its admission policy on the basis of gender, national origin, race, ethnicity, religion, disability, or academic or athletic eligibility, except as follows: the open-enrollment public charter school may adopt admissions policies that are consistent with federal law, regulations, or guidelines applicable to charter schools. The charter may provide for the exclusion of a student who has been expelled from another public school district.

3. In accordance with federal and state laws the proposed open-enrollment public charter school hiring and retention policies of administrators, teachers, and other employees shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, or special need.

4. The proposed open-enrollment public charter school shall operate in accordance with federal laws and rules governing public schools; applicable provisions of the Arkansas Constitution; and state statutes or regulations governing public school not waived by the approved charter.

5. An open-enrollment public charter school shall not use the moneys that it receives from the state for any sectarian program or activity, or as collateral for debt.

   However, open-enrollment public charter schools may enter into lease-purchase agreements for school buildings built by private entities with facilities bonds exempt from federal taxes under 26 USCS 142(a) as allowed by Arkansas Code Annotated § 6-20-402. No indebtedness of an open-enrollment public charter school shall ever become a debt of the state of Arkansas.

6. The proposed open-enrollment public charter school shall not impose taxes or charge students tuition or fees that would not be allowable charges in the public school districts.

7. The proposed open-enrollment public charter school shall not be religious in its operations or programmatic offerings.

8. The proposed open-enrollment public charter school shall ensure that any of its employees who qualify for membership in the Arkansas Teacher Retirement System or the State and Public School Employee Insurance Program shall be covered under those systems to the same extent a qualified employee of a traditional school district is covered.

9. The employees and volunteers of the open-enrollment public charter school are held immune from liability to the same extent as other public school district employees and volunteers under applicable state laws.

10. The open-enrollment public charter school shall be reviewed for its potential impact on the efforts of a public school district or public school districts to comply with court orders and statutory obligations to create and maintain a unitary system of desegregated public schools.

11. The proposed open-enrollment public charter school shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to the facilities and school property.

12. The charter applicant should know that certain provisions of state law shall not be waived. The proposed open-enrollment public charter school is subject to any prohibition, restriction, or requirement imposed by Title 6 of the Arkansas Code Annotated and any rule and regulation approved by the State Board of Education under this title relating to:

    (a) Monitoring compliance with Arkansas Code Annotated § 6-23-101 et seq. as determined by the Commissioner of the Department of Education;

    (b) Conducting criminal background checks for employees;

    (c) High school graduation requirements as established by the State Board of Education;

    (d) Special education programs as provided by this title;

    (e) Public school accountability under this title;

    (f) Ethical guidelines and prohibitions as established by Arkansas Code Annotated § 6-24-101 *et seq.*, and any other controlling state or federal law regarding ethics or conflicts of interest; and

    (g) Health and safety codes as established by the State Board of Education and local governmental entities.

13. The facilities of the proposed public charter school shall comply with all requirements for accessibility for individuals with disabilities in accordance with the ADA and IDEA and all other state and federal laws.

14. Should the open-enrollment public charter school voluntarily or involuntary close, the applicant should know that any fees associated with the closing of the school including but not limited to removal of furniture, equipment, general expenses, etc, are the sole responsibility of the sponsoring entity. No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the state or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions. Upon dissolution of the Open Enrollment Public Charter School or upon nonrenewal or revocation of the charter, all net assets of the Open Enrollment Public Charter School, including any interest in real property, purchased with public funds shall be deemed the property of the state, unless otherwise specified in the charter of the Open Enrollment Public Charter School. If the Open Enrollment Public Charter School used state or federal funds to purchase or finance personal property, real property or fixtures for use by the Open Enrollment Public Charter School, the State Board of Education may require that the property be sold. The state has a perfected priority security interest in the net proceeds from the sale or liquidation of the property to the extent of the public funds used in the purchase.

_____ Date: _____

Signature of
President of the Sponsoring Entity Board of Directors

_____

Print or type name

Open-Enrollment Public Charter School
Application Checklist

- ❑ Submit one (1) page letter of intent by certified mail, following the letter of intent guidelines to ADE Charter School Office. Letter of intent **must be received by the Charter School Office no later than 4:00 p.m., June 30.**

- ❑ Submit copy of letter of intent to superintendent of local district by certified mail. Letter of intent **must be received by the local district no later than 4:00 p.m., June 30**. Provide verification in the form of certified mail receipts and a copy of the letter to ADE Charter School Office. Documentation shall be included in the charter school application.

- ❑ Publish the notice of public hearing following these requirements

  A. The notice of the public hearing was published on a weekly basis for at least three (3) consecutive weeks prior to the date of the hearing in a newspaper having general circulation in the school district in which the school will likely be located.

  B. The notice of public hearing shall not be published in the classified or legal notice section of the newspaper.

  C. The last publication of notice shall be no less than seven (7) days prior to the public meeting.

  D. Within seven (7) calendar days following the first publication of the notice of the public hearing, letters announcing the public hearing shall be sent to the superintendents of each of the school districts from which the open-enrollment public charter school is likely to draw students for the purpose of enrollment and the superintendents of any district that is contiguous to the district in which the open-enrollment public charter school will be located.

  Documentation that these requirements have been met must be included in the charter school application.

- ❑ Conduct the public hearing; include results of the public hearing in the charter school application.

- ❑ Additional check points for the charter application

    - ♦ Responses to section D of the application, including attachments, cannot exceed 55 pages
    - ♦ Sections A and B of the application form are completed
    - ♦ Facilities utilization agreement must be included
    - ♦ Copy of proposed two-year budget estimate must be included
    - ♦ Copy of the proposed school calendar must be included
    - ♦ Copy of the proposed daily schedule must be included
    - ♦ Copy of proposed salary schedule must be included
    - ♦ Documentation of status as eligible entity must be included
    - ♦ Evidence of parental and community support
    - ♦ Signed statement of assurance page must be included

- ❑ Submit final copies of the charter school application to ADE Charter School Office as follows:
    - o 1 original copy with original signatures (unbound)
    - o 12 copies of the original (bound/stapled, no notebooks)
    - o 1 CD copy in either Microsoft Word or Adobe Acrobat PDF (labeled)

- ❑ Submit final copy of the charter school application to the attention of the superintendent of the public school district where the open-enrollment public charter school will be located by August 31. Include verification in the form of certified mail receipt and a copy of the letter as attachment in the charter school application.

- ❑ Submit copies of charter school application to the superintendent of all school districts to be affected by the proposed charter school by certified mail by August 31. Include verification in the form of certified mail receipts and a copy of the letter as attachment in the charter school application.

- ❑ If the local school board denies the application for an open-enrollment public charter school and the applicant intends to appeal the decision, a letter of appeal by certified mail must be submitted to the ADE Charter School Office within ten (10) days of receiving official notification of the local board's decision.

It is the applicant's responsibility to comply with all aspects of Arkansas Code Annotated § 6-23-101 et seq., the ADE Rules Governing Charter Schools, and the requirements outlined in the application for an open-enrollment public charter school. Contact the ADE Charter School Office for questions and for assistance with developing the application.

SUGGESTED LEASE AGREEMENT FORM (Sample)

This Agreement, made this _____ day of _____, between _____, whose address is _____ (the Lessor) and _____, whose address is _____, (the Lessee) Witnesseth:

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises until Lessee, subject to the terms and conditions contained herein, the following described property situated in _____ County, Arkansas:

(DESCRIPTION)

To have and to hold the premises unto the Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence on _____, and shall extend for a term of _____ [years] [months], ending at midnight on _____. [Note: If the lease is a periodic tenancy, rather than an estate for years, these provisions will have to be altered accordingly.]

3. Rent. Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of $_____, payable in _____ equal [monthly] installments of $ _____ each, to be paid in advance on the first day of _____, and on the first day of each and every [month] thereafter during the term of this lease.

4. Signs. Lessee shall not erect or install any exterior signs or advertising of any kind without the written consent of Lessor having first been obtained. Lessee agrees not to utilize any form of advertising that may or shall be deemed objectionable to Lessor or to the general public, including but not limited to loudspeakers, phonograph or related electronic equipment, radios, or similar devices which will be operated in such a manner as to project sound outside of the leased premises.

5. Lessor's Repairs. Lessor shall maintain the exterior walls, doors and roof of the structure[s] upon the leased premises in a reasonable state of repair [and shall make such repairs to the surface of the parking area] as may be required to keep and maintain the same in a good and tenantable condition. If Lessee is deprived of the use of [a substantial portion] [more than _____ percent] of the leased premises during the making of any such repairs by the Lessor, the rent shall be abated or proportionately reduced according to the extent to which Lessee is deprived of such use.

6. Lessee's Repairs. Lessee shall keep the interior of the building, including interior walls and doors, wiring, plumbing, and window and door glass, in good repair, and shall maintain the heating and air conditioning equipment, all at Lessee's expense. Lessee agrees to satisfy promptly any lien or valid claim asserted against the leased premises for work done or materials furnished. Lessee shall, at the termination, surrender or forfeiture of this lease, return the premises with the interior, including all of the above items, in as good and satisfactory condition as the same was at the beginning of the lease, normal wear and tear excepted.

7. Taxes. [Lessor] [Lessee] shall pay any and all ad valorem taxes and special improvement district taxes levied and assessed against the premises and the improvements located thereon during the term of this lease. Such taxes and assessments shall be pro-rated for any fractional calendar year.

8. Use. Lessee agrees to use the leased premises for the purpose of operating a public charter school and for no other purpose or purposes without the written consent of Lessor and the Arkansas State Board of Education having been obtained in advance.

9. Payment of Rent and Notices. The rent payable hereunder shall be paid to Lessor at _____. Any notice provided for herein shall be given by certified mail with postage prepaid, addressed, if to Lessor, at the address to which the rent is then paid, and if to Lessee, at _____. The person and the place to which notices are to be mailed may be changed by either party by notice to the other party.

10. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor and the Arkansas State Board of Education. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this lease. Lessee may only be released from liability by a specific written release executed by Lessor.

11. Lessee's Default. If Lessee shall be in default as to the payment of rent for a period of [thirty (30) days], or as to any other covenant herein provided for more than [thirty (30) days] after receipt of notice from Lessor specifying such default, or if any petition be filed in bankruptcy, including petitions for arrangements and reorganizations, by or against Lessee and such petition be not dismissed within [thirty (30) days] after its filing, or if a receiver or trustee be appointed for Lessee by reason of Lessee's insolvency or inability to pay its creditors, Lessor shall have the right, without limitation upon any other rights which may be given Lessor by law or by any other provision of this lease agreement, to re-enter the leased premises and relet the same as agent for Lessee upon the best terms and conditions reasonably obtainable, and Lessee shall be liable to the Lessor for the difference, if any, between the rent so obtained and the minimum rent stipulated to be paid in this lease. Lessee agrees that in such event [he, it] will vacate the leased premises without further notice, and if it becomes necessary to bring any legal action to recover possession, Lessee agrees to pay a reasonable fee for the attorney of Lessor in such action. Lessor agrees that upon the occurrence of any event of default listed in this paragraph, Lessor shall give notice of default to the Arkansas Department of Education, Attn: Legal Services, Four Capitol Mall, Room 404-A, Little Rock, AR 72201.

12. Non-Waiver. It is agreed that the failure of Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

13. Holdover. Lessee hereby agrees that upon the termination of this lease by expiration or by earlier termination for any reason whatsoever, Lessee will peaceably deliver possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold over after the expiration or termination of this lease, or any extension thereof, such holding over (in the absence of any written agreement to the contrary) shall be construed as a tenancy

from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease. A month-to-month tenancy arising by Lessee's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for Lessor to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Lessee agrees that it will pay all costs and expenses of such action, including reasonable attorneys' fees.

14. Casualty. If at any time the leased premises, [or the building which forms the principal component of the leased premises,] should be damaged by fire, or other major casualty not the fault of Lessee, and the cost of repairing the damage does not exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises,] then Lessor shall as soon as reasonably practicable repair the damage caused by fire or other casualty. If, however, the damage should exceed twenty percent (20%) of the value of the improvements of the premises herein leased, [or the building which forms the principal component part of the leased premises,] then Lessor shall have the option of either repairing the premises as set out above or terminating this lease as of the date of fire or other casualty by notice to Lessee within thirty (30) days after such date. If the damage should render the leased premises untenantable for the use of the Lessee's business as set forth herein, the rental from the date of fire, or other major casualty not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being figured on a pro rata basis of the rentals, herein provided.

15. Condemnation. In the event all of the leased premises or such part thereof as renders the leased premises unsuitable for use in the activity or business of the Lessee, shall be acquired or taken by eminent domain for any public or quasi-public purpose, then the term of this lease shall cease and terminate as of the date of taking.

In the event that a partial taking does not render the leased premises unsuitable for use in the activity or business of the Lessee, this lease shall continue in full force and effect with a reduction in the rent proportionate to the amount of usefulness or necessity of the leased premises actually taken.

All damages awarded as a result of any taking, except such damages as are herein defined as Lessee's damages, shall be awarded to Lessor. Lessee shall be entitled to receive all damages which are compensation for damages to the leasehold estate and for removal of Lessee's business, fixtures, furniture and equipment. Lessee's right to damages shall be a right against the taking authority alone, and Lessee shall not be entitled to recover any damages from Lessor.

16. Insurance on Improvements. [Lessee] shall maintain, at [Lessee's] expense, fire, hazard and extended coverage insurance, [including plate glass insurance,] in the amount of the replacement value of any improvements erected upon the leased premises. A certificate of such insurance shall be delivered to [Lessor] prior to the inception of this lease. [Lessee] shall reimburse [Lessor] for the premiums paid for such insurance upon receipt of notice of the amount due, if [Lessor] is required to pay such premiums.

17. Insurance on Lessee's Property. Lessee shall be solely responsible for maintaining insurance on [his, its] property, including but not limited to movables, trade fixtures installed by Lessee, furniture, furnishings and inventory.

18. Liability Insurance. Lessee shall, during the term of this lease, maintain public liability insurance on the leased premises and on the business operated by the Lessee or any subtenant occupying the leased premises. The limits of such public liability insurance shall not be less than _____ per person, _____ per accident, and _____ for property damage. The policy representing such insurance shall name Lessor, [its successor, or his heirs] and assigns, and Lessee as insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving Lessor, [its successors, or his heirs] or assigns, ten (10) days' written notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease.

19. Common Areas. Any parking area or other common areas which Lessor may provide shall be for the joint use of Lessor, Lessee, other tenants of Lessor, and the customers, invitees and employees of Lessor, Lessee, and other tenants of Lessor; Lessor hereby grants to Lessee the right, during the term of this lease, to use any parking area and other common areas which may be provided in common with others entitled to the use thereof. The use thereof shall be subject to such reasonable regulations or limitations as Lessor shall make or require from time to time.

20. Compliance with Laws. Lessor and Lessee agree not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises and, if required solely by reason of Lessee's type of business, to make nonstructural repairs, improvements and alterations to the interior of the building on the leased premises and the common areas required by such authority.

21. Trash. All trash and refuse deposited outside the building must be placed in sufficient receptacles furnished by Lessee [approved by the Public Works Department].

22. Title and Quiet Enjoyment. Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease the premises as herein provided. Upon payment by Lessee of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this lease.

23. Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

24. Waste. Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the property and premises; not to conduct any business thereon or therein, nor store or permit to be stored thereon or therein any explosives, combustible substances or materials of any nature, which would increase the fire hazard or cause a premium to be charged for insurance higher than that charged for the present use of such property; and not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

25. Assets. Lessor and Lessee agree that pursuant to Ark. Code Ann. § 6-23-506: Upon dissolution of the open-enrollment charter school or upon non-renewal of the charter, all net assets of the open-enrollment charter school purchased with public funds shall be deemed the property of the State, unless otherwise specified in the charter of the open-enrollment charter school. Lessor agrees to give the State reasonable time and opportunity to remove such assets from the premises upon any event of default or any re-entry or re-letting as allowed by paragraph 11.

26. State Immunity. Lessor and Lessee agree that no indebtedness of any kind incurred or created by the open-enrollment charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the open-enrollment charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

Furthermore, Lessor and Lessee agree that the Lessee shall not use the moneys received from the State pursuant to Ark. Code Ann. §§ 6-23-101, 6-23-201, 6-23-301, 6-23-401 or 6-23-501 et seq., for any sectarian programs or activity or as collateral for any debt, including any debt incurred by Lessee to Lessor pursuant to the provisions of the Lease Agreement.

27. Use of State Funds. Lessor and Lessee agree that Lessee shall not pay for any improvements, upgrades, additions or repairs to the leased facility described herein except as a reasonable part of the agreed upon rent payment described in paragraph 3 and those agreed upon Lessee repairs agreed upon in paragraph 6 of this Agreement. Furthermore, to the extent that any portion of rent payment in paragraph 3 or Lessee repairs in paragraph 6 are to be paid from State funding, the Lessor and Lessee shall provide a detailed budget and expenditure report specifying exactly that portion of rent payment or repair cost concerning any improvements, upgrades, additions or repairs to the lease facility and the amount of State funds to be used to support those components of the rent or repair cost to the Lessee.

28. State Approval. Lessor and Lessee agree that to the extent this Lessee will use any State funds from the Arkansas Public School Fund to pay the obligations of this lease agreement, the Lessee is first required to submit a copy of a detailed lease agreement (along with attached budget and expenditure report) setting forth all terms required herein along with any other relevant information required by the Arkansas Department of Education and obtain the express approval of the Commissioner of Education; otherwise this Agreement shall be considered null and void. Furthermore, neither the Lessor nor the Lessee shall change the terms or conditions of this Agreement without first obtaining the express approval of the Commissioner of Education. Any such change without the express approval of the Commissioner of Education shall be considered null and void to the extent State funds are used as consideration to meet the obligations contained herein. Notwithstanding any other provision herein, the Lessor and Lessee agree that the State of Arkansas, the Arkansas State Board of Education, the Commissioner of Education, and the Arkansas Department of Education are neither parties to nor third-party beneficiaries of this Lease Agreement.

29. Health, Safety, Facility and Zoning Codes. The Lessor and Lessee agree that the above described lease facility and the location of the facility comply with and meet all health, safety, facility and proper zoning codes of the State of Arkansas or any political subdivisions of

the State. Specifically, the Lessor agrees covenants and warrants that the above described lease facility meets all state and local laws, regulations and ordinances with regard to fire, safety and health code conditions and requirements and that the facility is properly located in an appropriate zoned area sufficiently removed from any adult novelty, liquor or gaming locations of business or transaction so as to comply with state or local laws, ordinances or regulations and thus be in compliance with Ark. Code Ann. § 6-23-401.

30. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

31. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

32. Entire Agreement. This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter thereof. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

33. Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses as shall be given in writing by either party to the other):

[List Addresses]

34. Release of Dower: The undersigned, wife of Lessor herein, does hereby release and relinquish unto Lessee, for the term hereof and any extension thereof, all rights of dower and homestead which she has in the leasehold estate conveyed hereby to Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this _____ day of _____.

_____
Lessor

_____
[Spouse of Lessor]

_____
Lessee

[ACKNOWLEDGMENT]

Arkansas Department of Education

Charter School Application Evaluation Instrument

The following instrument will be used to evaluate applications submitted to the Arkansas Department of Education ("ADE") for the establishment of new open-enrollment public charter schools. This instrument is only intended to provide clarity, transparency and consistency in the charter school application review process.

The ADE will use the following instrument only to evaluate the quality of an open-enrollment public charter school application against the criteria stated herein. For each of the application requirements, the criteria define the characteristics and elements of a response that meet the standard for charter approval. The following definitions will guide the rating of each information requirement:

Meets the Standard: The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.

Partially Meets the Standard: The response addresses most of the criteria, but response lacks meaningful detail and requires important additional information.

Does Not Meet the Standard: The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice.

Arkansas Department of Education

Open-Enrollment Public Charter School Application Evaluation

EVALUATION RUBRIC

Name of Proposed School:

Eligible entity status:
☐ Public institution of higher education
☐ Private nonsectarian institution of higher education
☐ Governmental entity
☐ Nonsectarian organization exempt from taxes under Section 501(c)(3)

Status of 501(c) (3) Application Pending/ Approved/Unknown

Part 1: PRE-APPLICATION MATERIALS

The Arkansas Department of Education requires that all applicants submit a Letter of Intent, outlining a general description of the proposed charter school.

Evaluation Criteria:
A response that meets the standard will guarantee that:

- A Letter of Intent was filed with ADE on time and included all necessary information.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

Part 2: REQUIRED INFORMATION

STANDARDS 1 and 2 OF APPLICATION: PUBLIC HEARING RESULTS

All proposed school design teams must conduct a public hearing before applying for an open-enrollment charter school, to assess support for the school's establishment. Applicants are asked both to document the logistics of the hearing and to include a narrative of the hearing results.

Evaluation Criteria:

A response that meets the standard will present:

- A thorough description of the results of the public hearing;
- A thorough description and evidence of public support exhibited at the hearing;
- Documentation of required notices published to garner public attention to the hearing;
- Documentation of required notices of the public hearing to superintendents and school board members in contiguous school districts; and
- Copies of any documents or presentations distributed at the public meeting.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 3 OF APPLICATION: GOVERNING STRUCTURE

The Governing Structure section should explain how the school will be governed. It should present a clear picture of the school's governance processes and composition, what responsibilities various groups and people will have and how those groups will relate to one another.

Evaluation Criteria:

A response that meets the standard will present:

- Documentation of proper legal structure of the governing board and sponsoring entity;
- A comprehensive description of the planned relationship between the governing board of the school and governing board of the sponsoring entity;
- A clear description of the governing board's roles and responsibilities;
- Adequate policies and procedures for board operation, including board composition, member term length, and member selection;
- A clear, sensible delineation of roles and responsibilities in relation to governance and school management; and
- A reasonable plan for involving parents, staff, students and community in the decision-making of the school.

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Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference

Concerns and Additional Questions	Reference

STANDARD 4 OF APPLICATION: MISSION STATEMENT

The Mission Statement should be meaningful and indicate what the school intends to do, for whom and to what degree.

Evaluation Criteria:

A response that meets the standard will present:

- A mission statement that is manageable and measurable.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 5 OF APPLICATION: EDUCATIONAL NEED

The Educational Need section should indicate how the school intends to offer a viable educational option for students in Arkansas. Along with the mission statement, this section outlines the basic rationale for the new school.

Evaluation Criteria:

A response that meets the standard will present:

- A description of educational need that presents a clear option for students, and
- Valid and reliable data that substantiates the educational need for the school.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 6 OF APPLICATION: EDUCATIONAL PROGRAM

The Educational Program section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of the proposed educational program, including but not limited to the foundational educational philosophy and curricular and instructional strategies to be employed;
- A specific rationale for how the charter school will enhance or expand the educational options currently available to the school's target student population; and
- A clear organization of the school in terms of both length of school day and year that meets minimum state requirements.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 7 OF APPLICATION: ACADEMIC ACHIEVEMENT GOALS

The Academic Achievement Goals section should define the performance expectations for students and the school as whole.

Evaluation Criteria:

A response that meets the standard will present:

- Specific goals in:
  - Reading;
  - Reading Comprehension;
  - Mathematics; and
  - Mathematic Reasoning;
- Goals that are clear, measurable and data-driven;
- Goals on improving student achievement; and
- Valid and reliable assessment tools for measuring each of the defined goals.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 8 OF APPLICATION: CURRICULUM DEVELOPMENT AND ALIGNMENT

The Curriculum Development and Alignment section should define the process by which the design team developed (or chose) the curricular program of the school, and illustrate alignment with Arkansas Curriculum Frameworks and Common Core Standards.

Evaluation Criteria:

A response that meets the standard of a curricular development and alignment program will present:

- Evidence that the curriculum aligns with, or a sound and rationale plan and timeline for aligning the curriculum with, the Arkansas Department of Education's content standards, benchmarks and performance standards.
- Evidence that the Applicant is prepared to implement the requirements and timeframe of the Common Core Standards.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 9 OF APPLICATION: GEOGRAPHICAL SERVICE AREA

The Geographical Service Area section must outline the impact of a new school opening within the current public education system.

Evaluation Criteria:

A response that meets the standard will present:

- The specific geographical area served by the charter school; and
- Information on the school districts within the geographical area that may be affected (including data on the expected number of students to transfer to the charter school).

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 10 OF APPLICATION: ANNUAL PROGRESS REPORTS

The Annual Progress Reports section should define how the academic progress of individual students and the school as a whole will be measured, analyzed and reported.

Evaluation Criteria:

A response that meets the standard will present:

- A clear and conceptually sound plan for documenting and reporting student performance data;
- A timeline for data compilation and completion of an annual report to parents, the community and the State Board of Education that outlines the school's progress; and
- A plan for dissemination of the annual report to appropriate stakeholders.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 11 OF APPLICATION: ENROLLMENT CRITERIA AND PROCEDURES

The Enrollment Criteria and Procedures section should describe how the school will attract and enroll its student body, including any criteria for admission and enrollment. Applicants must also provide assurances for a random lottery selection process.

Evaluation Criteria:

A response that meets the standard will present:

- A student recruitment plan that will provide equal opportunity for all parents and students to learn about and apply to the school;
- An enrollment and admissions process that is open, fair and in accordance with applicable law; and
- A process for, and a guarantee of, a random, anonymous lottery process should there be more student applications than can be accommodated under the terms of the charter.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 12 OF APPLICATION: STAFFING PLAN

The Staffing Plan section should describe the job duties of the school director and other key personnel. This section should also describe the professional standards that all employees will be held to.

Evaluation Criteria:

A response that meets the standard will present:

- A job description for the school director and other key personnel, including but not limited to an operations director, board members, teachers, etc.;
- An outline of the professional qualifications required for administrators, teachers, counselors, etc; and
- A staffing plan that clearly outlines both the types and numbers of positions to be filled at the school and salary scales for such positions.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 13 OF APPLICATION: BUSINESS AND BUDGETING PLAN

The Business & Budgeting Plan section should describe how the charter school will organize its business office and manage its fiscal responsibilities.

Evaluation Criteria:

A response that meets the standard will present:

- An appropriate plan for how the school will manage procurement activities;
- A description of the personnel required to carry out business duties, including the requisite qualifications of any proposed personnel;
- A realistic timeline and process by which the governance structure will review and adopt an annual budget; and
- A balanced two-year budget estimate that accurately reflects the revenue currently available to the school and expenditures for program implementation, and does not rely on one-time grants or other funds that are not presently guaranteed.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 14 OF APPLICATION: FINANCIAL AND PROGRAMMATIC AUDIT PLAN

The Financial and Programmatic Audit Plan section should provide the procedure and timeline by which an annual audit should be conducted. This section should also include an outline for the information that will need to be reported to ADE and the community.

Evaluation Criteria:

A response that meets the standard will present:

- A sound plan for annually auditing school's financial and programmatic operations.

  If the Application names an accountant other than the Division of Legislative Audit to perform the first-year audit, the named accountant meets the requirements of Act 993 of 2011 and is not listed on any ineligibility list maintained by ADE or the Division of Legislative Audit

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 15 OF APPLICATION: ARKANSAS PUBLIC SCHOOL COMPUTER NETWORK ASSURANCES

The Arkansas Public School Computer Network (APSCN) Assurances section should provide documentation of the applicant's understanding of and participation in the required state finance and educational data reporting system.

Evaluation Criteria:

A response that meets the standard will present:

- Assurance that the charter school will participate in APSCN and will comply with all state statutory requirements regarding the APSCN finance and educational data reporting system.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 16 OF APPLICATION: FACILITIES

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

Evaluation Criteria:

A response that meets the standard will present:

- An informed understanding of the facility needs of the school over the term of its charter.
- A realistic plan for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school understands the costs of securing and improving a facility and has access to the necessary resources to fund the facility plan.
- A sound plan for continued operation, maintenance and repair of the facility.

For schools that will be using district-owned facilities, a response that meets the standard will present:

- Documentation that the school district and school are in agreement over the use of the facility and its equipment.

For schools that will NOT be using district-owned facilities, a response that meets the standard will present:

- Documentation that the property owner and school are in agreement over the use of the facility and its equipment;
- A statement of the facilities' compliance with applicable codes; and
- A detailed outline of any relationships between the property owner and:
    - members of the local board of the public school district where the charter school will be located;
    - the employees of the public school district where the charter school will be located;
    - the sponsor of the charter school; and
    - employees, directors and/or administrators of the charter school.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**
Facilities Review Report	

STANDARD 17 OF APPLICATION: CONFLICTS OF INTEREST

The Conflicts of Interest section should identify any potential conflicts of interest among the individuals involved with the proposed charter school and detail how conflicts will be addressed.

Evaluation Criteria:
A response that meets the standard will present full disclosure of any potential conflicts of interest and detail how conflicts will be addressed.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 18 OF APPLICATION: STUDENT SERVICES

The Student Services section should describe how the school will address services for its student body.

Evaluation Criteria:
A response that meets the standard will present, unless a waiver is being sought:

- A guidance program that will serve all students;
- A health services program that will serve all students;
- A plan for a media center for use by all students;
- A transportation plan that will serve all eligible students;
- Sound plans for educating special education students that reflect the full range of programs and services required to provide such students with a high quality education;
- An alternative education plan for eligible students, including those determined to be at-risk, or those that are bilingual or have limited English proficiency;
- Plans for offering access to one or more approved Alternative Learning Environments; and
- Plans for a gifted and talented program for eligible students.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 19 OF APPLICATION: FOOD SERVICES

This section should describe how the school will address food services for its student body.

Evaluation Criteria:

A response that meets the standard will present:

- A food service plan that will serve all eligible students.
- A management plan that reflects a clear understanding of federal law and requirements if the proposed charter school intends to participate in the National School Lunch program.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 20 OF APPLICATION: PARENTAL INVOLVEMENT

The Parental Involvement section should describe how parents or guardians of enrolled students will make a positive impact on the school and its educational program.

Evaluation Criteria:

A response that meets the standard will present:

- A plan for involving parents and guardians in the school's education programs; and
- A proposal that involves the parents of students, employees and the broader community in carrying out the terms of the charter.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Strengths	Reference
Concerns and Additional Questions	**Reference**

STANDARD 21 OF APPLICATION: WAIVERS

The Waivers section should describe any waiver from local or state law which the charter is seeking.

Evaluation Criteria:

A response that meets the standard will present:

- A rationale for each and every waiver request; and
- A justification of how the waiver requests relate to the school's educational program.

Does Not Meet the Standard	Partially Meets the Standard	Meets the Standard
☐	☐	☐

Legal Comments	Reference
Concerns and Additional Questions	**Reference**

STANDARD 22 OF APPLICATION: DESEGREGATION ASSURANCES

The Desegregation Assurances section should describe the applicant's understanding of applicable statutory and regulatory obligations to create and maintain a unitary system of desegregated public schools.

Evaluation Criteria:

A response that meets the standard will present:

- Assurance that the charter school will comply with all applicable federal and state statutory and regulatory requirements regarding the creation and maintenance of desegregated public schools; and
- An outline of the potential impact of the proposed charter school on those desegregation efforts already in place in affected public school districts.

Legal Comments	Reference
Concerns and Additional Questions	**Reference**

ADDITIONAL COMMENTS:

Emergency Adoption

WHEREAS, Ark. Code Ann. § 6-23-301(a)(1) requires the State Board of Education to adopt an application form, schedule, and procedure for entities wishing to establish open-enrollment public charter schools; and

WHEREAS, existing State Board rule already establishes a schedule for accepting applications for new open-enrollment public charter schools, with letters of intent being due under that schedule by June 30; and

WHEREAS, to meet the deadlines of the existing application schedule, changes in the application necessitated by Act 993 of 2011 must become effective immediately; and

WHEREAS, this application is critical to the Arkansas public educational system in that without it the State Board of Education will be unable to adequately fulfill its legal obligations under the Arkansas Charter Schools Act of 1999, which may impact the fiscal welfare and peril of certain students;

THEREFORE, the Arkansas State Board of Education hereby determines that imminent peril to the schools and school districts of this state, as articulated above, will exist if this Application is not promulgated on an emergency basis. Therefore, an emergency is declared to exist and the Arkansas State Board of Education promulgates this application as an emergency rule pursuant to Ark. Code Ann. § 25-15-204. This application shall become effective immediately upon filing.