

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA CHARTER FOR LAKE EOLA CHARTER SCHOOL

This is a charter made and entered into this 9th day of January 2001, by and between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA (hereinafter referred to as the “Sponsor”) and Lake Eola Charter School (hereinafter referred to as the “School”), a not for profit organization organized under the laws of the State of Florida.

WHEREAS, Sponsor is desirous of supporting quality charter schools pursuant to S. 228.056, Florida Statutes, that are designed to and will enhance the education of Orange County Public School students; and

WHEREAS, School is desirous of opening, maintaining and operating a charter school pursuant to S. 228.056, Florida Statutes, to enhance the education of those Orange County students who choose to attend the School; and

WHEREAS, School shall be part of the state’s program of public education and fully recognized as a public school.

NOW, THEREFORE, pursuant to S. 228.056, Florida Statutes, Sponsor and School do hereby agree as follows:

I. Academic Design

A. School Mission

1. Core Philosophy or Underlying Purposes of Charter Schools

Florida Statute 228.056 states that the purpose of the charter school shall be to:

- a. Improve student learning
- b. Increase learning opportunities for all students, with special emphasis on expanded learning experiences for students who are identified as academically low achieving
- c. Encourage the use of different and innovative learning methods
- d. Increase choice of learning opportunities for students
- e. Establish a new form of accountability for schools
- f. Require the measurement of learning outcomes and create innovative measurement tools
- g. Make the school the unit for improvement
- h. Create new professional opportunities for teachers, including the opportunity to own the learning program at the school site
- i. Clearly articulated vision for innovations of the School which will lead to improved educational outcomes and greater ownership of the local school.
 - The mission of Lake Eola Charter School (LECS) is to enable students to become

more rationally conscious persons who possess the ability to act intentionally, ethically and knowledgeably in the context of a democratic community.

- LECS believes that the foundation for establishing life long learning is a carefully structured curricula which builds mastery of an integrated body of core knowledge in the arts and sciences, together with basic critical thinking and communication skills.
- Often a rigorous curriculum is sacrificed in order to foster self-esteem. LECS believes that genuine self-esteem comes from academic accomplishments acknowledged and celebrated as milestones throughout the learning process.
- Students' success is based, not on a comparison of the students, but on a comparison of the student's progress in satisfying core standards.
- All students are expected to achieve academic excellence.

2. Students to be Served and the Ages and Grades to be Included

Students to be served and the ages and grades to be included at LECS are the following: Any children living in Orange County who have attained the age of five by September 1st are eligible for our lottery. The school is a non-specialized, multi-age grouped, K-8 school.

B. Educational Program

1. Focus of the Curriculum

Focus of the Curriculum is on the basics: math, science, language arts, and social studies. Additionally, physical education, Spanish, health, and an anticipated arts program are incorporated into the curriculum. The bar is a high one for the students at Lake Eola Charter School (LECS) because all curricula areas are standards based with an accompanying set of benchmarks. Staff is involved in extensive training with McRel (Mid Continent Regional Educational Laboratory) in Denver, Colorado not only in the most effective means to select standards and benchmarks, but also in the most valuable way to assess student progress.

2. Instructional Methods, Including Any Distinctive Instructional Techniques

Students are instructed in a number of innovative ways. Students are placed in clusters where, particularly at the fourth-eighth grade they are provided instruction via multi-aged grouping. This enables students to progress academically where they are able to function and be successful. Throughout the clusters instruction is differentiated by the teaching staff augmented though the assistance of our learning specialist who meets with every student each trimester. Further, the academic program rotates through a three-year cycle so that there is no repetition for students while they progress through the cluster.

3. Provisions For Exceptional Education and Limited English Proficient Students

Presently, we do not have any LEP students. Our ESE students are serviced through the conjoined efforts of our teaching staff and our Learning Specialist. For our SLD students, an IEP is followed by the teachers, support is given through the learning specialist and articulation is on going through monthly staff meetings with the staff and the learning specialist.

Exceptional students shall be provided with programs implemented in accordance with 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 228.2001 and 230.023(4)(m) of the Florida Statutes, Chapter 96-186, Laws of Florida, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

- a. A non-discriminatory policy regarding placement, assessment identification and selection
- b. Free appropriate public education (FAPE)
- c. Individual Educational Plans (IEPs), to include an 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. As it is the School's goal to place students in an environment where they can best flourish, those students whose needs cannot be adequately addressed at the School will be appropriately referred. The School's staff will work together with contract personnel to ensure that the needs of these children are met. School staff will work closely and as early as possible in the planning/development stages with the Sponsor's staff to discuss the needed services, including all related services and programs, of the students with disabilities at the School. Parents of students with disabilities will be afforded in their native language procedural safeguards, which include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings and surrogate parents.

Students at the School who are of limited proficiency in English will be served by ESOL-certified personnel who will follow the Sponsors District Plan for Limited English Proficient Students (LEP) and the assurances therein. The School will meet the requirements of the LULAC et al. vs. State Board of Education Consent Decree. The mission of the ESOL curriculum is to prepare and develop successful bilingual, bicultural challenges of the 21st century as participatory citizens in a global society.

C. Student Assessment

1. Method of Measurement Used

Students in the School shall, at a minimum, participate in the statewide assessment program. For students with an IEP, the School will participate in all assessments as determined by the IEP committee. In addition to the statewide testing program, LECS employs the Stanford-9 as an assessment instrument.

2. Current Incoming Baseline Standard of Student Academic Achievement

During the first two weeks of school, teachers collect baseline data on students using formal and informal classroom assessment instruments in addition to the prior year's SAT-9's.

3. Outcomes to Be Achieved

The School shall not receive an "F" from the state's system of grading schools for two consecutive years. If the School does receive an "F" for two consecutive years, the Charter will be revoked.

In respect to the State test we expect to achieve a standard equal to our peers. We expect an average grade of B or better. In respect to our SAT-9's we will continue to show an average growth of 1.1 grade level.

4. Description of Methods Used to Identify the Educational Strengths and Needs of Students and How Well Goals and Performance Standards Are Met by Students Attending the School

Through the baseline data that is collected in the beginning of each academic term, teachers will formulate a profile for each student that identifies strengths and weaknesses. From that profile, instruction will be differentiated for identified students. Staff will meet with the learning special and an educational plan will be forged that will include, but not be limited to enrichment activities, supplemental assistance, and small group instruction. -

5. For Secondary Schools, A Description of the Method for Determining that A Student Has Satisfied the Requirements for Graduation In S. 232.246, Florida Statutes

6. Description of Grading Scale

The grading system is a four-point rubric scoring system that is used to assess work and then recorded next to each standard and benchmark to evaluate the achievement of those identified parameters.

II. Governance & Management

A. Profile of the Founding Board and/or Initial Incorporators

Organizing group of initial incorporators that worked together to apply for a charter, including the names of the organizers and their background and experiences

(See attachment BOARD)

B. School Governance

1. Governance Structure and Employer Status

Lake Eola Charter School is the name of the charter school owned and operated by Lake Eola Charter School, Inc., a not for profit corporation (the "Corporation") formed and organized under Chapter 617, Florida Statutes. The Corporation is designated as an educational organization under Section 501 (c)(3) of the Internal Revenue Code. This status will be maintained throughout the term of Charter. The School has elected not to be a membership corporation. Its activities and affairs shall be managed by an elected and unpaid Board of Directors whose members constitute the governing board of the School for a term of one year. The Board of Directors shall establish the policies of the Corporation and the School by majority voting, and only directors shall be entitled to vote on the business and affairs of the Corporation.

The Corporation is a non-membership organization, and its activities and affairs shall be managed by an elected and unpaid Board of Directors whose members constitute the governing board of the School for a term of one year. The Board of Directors shall establish the policies of the Corporation and the School by majority voting, and only directors shall be entitled to vote on the business and affairs of the Corporation.

The Lake Eola Charter School will be operated as a private employer as described in S. 228.056(7), Florida Statutes. The officers of the corporation shall consist of a president, a vice president, a treasurer, and a secretary, all of whom are elected by the Board of Directors. The director, also known as the school administrator, will serve as a Board member, but not hold an official position. The Lake Eola Charter School, Inc. staff and instructors will report directly to the school administrator. -

2. Administrative Management Structure

The school administrator and secretarial staff will handle the administrative responsibilities. The Director, who will be in charge of the School's routine operation, will directly supervise the teachers and support staff. The school administrator will report directly to the Board of Directors. All school staff shall work under the supervision of the corporation and its Board of Directors.

3. Selection of the Board of Directors and Plans to Maintain Continuity with Organizing Group's Vision

Candidates for the Board of Directors will be considered and selected based upon their skills, knowledge and expertise to assist the school in achieving its mission. It is anticipated that Board members will have a strong concern for the School's mission and will be selected for their practical qualifications and expertise, including managerial, technical and financial skills. Other qualifications anticipated include recognition as community leaders, recognized credibility and integrity, and the ability to inspire confidence within the community for the success of the School.

The School Advisory Council will establish qualification criteria or areas of expertise desired for Board members, conduct a search and select the Board members. It is anticipated that the Board will consist of 3 to 13 members with representatives from the field of education, business professionals, community leaders and active, involved parent/guardians. When the search is completed, the School Advisory Council will submit the Board members' names, addresses, and resumes and all other required information with the "final documentation" required by this Charter.

Continuity between the Organizing Group and the Board of Directors of the School shall be accomplished in several ways:

- a. Where appropriate (as per above selection process) at least one organizing group member will serve as a Board member for staggered terms. (Not applicable for renewal.)
- b. Organizing group members not on the School's Board of Directors will play fundamental advisory roles.

Members of the governing board of the School shall be fingerprinted in a manner similar to that provided in S. 231.02, Florida Statutes.

4. Roles and Responsibilities of Governing Board/Relationship to Teachers and Administrators

The Governing Board of the School, which shall be made up of its Board of Directors, shall meet no less than quarterly and be responsible for overall management, policy making, and most importantly, school accountability. The specific duties of the Board will include:

- a. Selecting the School's administrator
- b. Ratifying staffing recommendations
- c. Reviewing and approving the budget
- d. Overseeing the broad policy guidelines of the curriculum and charter agreement
- e. Ratifying and monitoring any changes in the charter

- f. Acting as a liaison with the community at large and assisting with fundraising
 - g. Development of personnel policies (including terms and conditions of employment), job descriptions and a management operations plan that will generally comply with the district's policies
 - h. Ratifying and monitoring a student code of conduct and disciplinary policy
 - i. Strategic planning
5. Conflict Resolution between Governing Board of the School and the Sponsor It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure. The Conflict Resolution procedure would be as follows:
- Step 1. As a first step, informal discussion between representatives of the School and the Sponsor regarding the particular issue in question.
 - Step 2. Written notice by the Sponsor or the School outlining the nature of identified problem in performance or operation not being met or completed to the satisfaction of either party.
 - Step 3. Meeting between the Governing Board of the School and the district staff or representative to discuss the issue(s) and any modification or amendments to the Charter terms and conditions.
 - Step 4. The use of an alternative dispute resolution procedure found in S. 228.056(4)(F), Florida Statutes for those items within the legal purview of that section. The Sponsor does not waive any of its rights pursuant to this section and reserves all its authority and jurisdiction as granted to it pursuant to law.
6. Nature of Parent/Guardian Involvement in Decision-Making Matters Parent/guardians are expected to have an active role in the implementation of the goals of the School. It is anticipated parent/guardian involvement will be accomplished in some' or all of the following ways:
- a. Parent/guardians will have distinct representation on the governing Board of Directors.
 - b. Board meetings will be open to the public and parent/guardians shall be notified of meeting dates.
 - c. All parent/guardians of students enrolling in the School will be required to agree to a "parent/guardian agreement" with the School. This will be a positive, bilateral contract requiring specific performance by the parent/guardian as well as the School.
 - d. Consistent with the provisions of the Individuals with Disabilities Education Act (IDEA), parent/guardians or their appropriate representative will be a member of the interdisciplinary team responsible for the establishment and modification of the students Individual Educational Plan.

e. The establishment of a School Parent/Guardian Teacher Association.

7. Public Records and Meetings

The School will comply with S. 119.011(2), Florida Statutes relating to public records in that all the financial, business, and membership records shall be public records and subject to the provisions of S.119.07, Florida Statutes. Furthermore, Board meetings shall be open to the public as per S. 286.011, Florida Statutes.

C. Length of Initial Charter and Implementation Timetable

1. This Charter shall become effective upon signing by both parties, and shall be for 15 years commencing on July 1, 2001, and ending on June 30, 2016.
2. The timetable for implementation of this Charter shall be as follows:
 - February/March _____ Approval of Charter by School Board of Orange County. Selection of the School Administrator.
 - March/April _____ Securing of suitable location for the School. Processing of student applications. Interviewing teacher and paraprofessional applicants.
 - Summer _____ Preparing facility for school operations. Communicating with parents of enrolled students. Employment of staff.
 - August _____ The [INITIAL (for new charters)] start-up date of the School shall be consistent with the Sponsors public school calendar.

D. Evidence of Support

Scope of community backing for the School and its founding board. See additional information in renewal documentation.

Lake Eola Charter School is in the fortuitous position of being partnered with many community factions who offer support to the school and to the founding board. These partnerships include:

- Harcourt
- Sea World
- Orange County Regional History Center
- McRel (Mid continent regional educational laboratory)

E. Additional Charter/Content Terms

1. [For new charters] This charter may be renewed every five school years pursuant to S. 228.056, Florida Statutes.
[For renewal charters] In order to facilitate long-term financing for charter school construction and since a review by the sponsor has shown exemplary academic

programming and fiscal management, the School is eligible for a 15-year charter renewal. This long-term charter is subject to annual review and may be terminated during the term of the Charter.

2. This Charter may be modified during its initial term or any renewal term upon the approval of both parties to the Agreement at open public sessions of the governing bodies of the Sponsor and the School. Such modifications shall be in writing and executed by the parties.
3. The term of the Charter may be canceled immediately by the Sponsor if insufficient progress has been made in attaining the student achievement objectives of the Contract, and it is not likely that such objectives can be achieved before expiration of the Contract.
4. During the term and at the end of the term of the Charter, the Sponsor may choose not to renew the Charter for any of the following grounds:
 - (a) Failure to meet requirements for student performance provided for in this Charter
 - (b) Failure to meet generally accepted standards of fiscal management
 - (c) Violation of law
 - (d) Other good cause shown
5. During the term of the Charter, the Sponsor may terminate the Charter for any of the grounds listed in paragraph E. 4. (a) - (d) above.
6. At least 90 days prior to renewing or terminating the Charter, the Sponsor shall notify the governing body of the School of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within 14 days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within 30 days of receiving a written request. The School's governing body may, within 14 days after receiving the Sponsor's decision to terminate or refusal to renew the Charter, appeal the decision to the State Board of Education no later than 30 days after the Sponsors decision.
7. This Charter may be terminated immediately if the Sponsor determines that good cause has been shown or if the health, safety or welfare of the students is threatened. The Sponsor shall assume the responsibility for the education of the students under these circumstances. The School agrees to submit to the Sponsor all records related to the School without delay. The Sponsor must provide the basis for termination in written findings reasonably detailing the basis for termination; such findings should be made concurrently with termination.
8. In case of termination of the Charter any property purchased by the School with public funds and any unencumbered public funds shall revert back to the Sponsor.

F. Statutory Requirements

The School agrees to adhere to a policy of non-discrimination in educational programs/ activities and employment, and strives affirmatively to provide equal opportunity for all as required by:

1. Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion or national origin.
2. Title VII of the Civil Rights Act of 1964, as amended - prohibits discrimination in employment on the basis of race, color, religion, gender or national origin.
3. Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of gender.
4. Age Discrimination in Employment Act of 1967 (ADEA), as amended prohibits discrimination on the basis of age with respect to individuals who are at least 40.
5. Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled.
6. Americans with Disabilities Act of 1990 (ADA). - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.
7. The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons.
8. Florida Educational Equity Act - prohibits discrimination on the basis of race, gender, national origin, marital status or handicap against a student or employee.
9. Florida Civil Rights Act of 1992 - secures for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap or marital status.
10. School Board Rules prohibiting harassment and/or discrimination against a student or employee.
11. Veterans are provided re-employment rights in accordance with P.L. 93-508, Federal Law and S. 295.07, Florida Statutes, which stipulate categorical preferences for employment.

G. Annual Report

1. The School shall make annual progress reports to the Sponsor and provide three copies to the Sponsor. The report shall contain at least the following information:
 - a. The School’s progress towards achieving the goals outlined in this Charter
 - b. The information required in the annual school report pursuant to S. 229.592, Florida Statutes.
 - c. Financial records of the School, including revenues and expenditures
 - d. Salary and benefit levels of the School’s employees

2. The School agrees to do an annual cost accounting and provide such information to the Sponsor.

H. Academic Accountability

1. The School agrees to implement its educational and related programs as specified in the School's approved application as modified by this Charter, setting forth the School's curriculum, the instructional methods, and any distinctive instructional techniques to be used. The outline of the School's curriculum shall be submitted to and approved by the Sponsor.
2. The School agrees to implement the current incoming baseline standard of achievement, the outcome to be achieved, and the methods of measurement that have been mutually agreed upon and identified in I. C. of this Charter.
3. In accordance with state law and the Sponsor's rule, students at the School will participate in all assessment programs in which the district students in comparable grades/schools participate. To facilitate this participation, the Sponsor will provide for applicable School staff all services/support activities which are routinely provided to the Sponsor's staff regarding implementation of district and state-required assessment activities (e.g., staff-training, dissemination and collection of materials, monitoring, scoring, analysis and summary reporting).
4. Pursuant to the statutory requirements that the School submit an annual progress report which is inclusive, among other elements, of comparative student performance data and information required by Florida Statute 229.592, the School agrees to utilize data provided through its participation with the Sponsor in electronic data processing systems pertaining to admissions, registration and student records.
5. The School agrees to allow the Sponsor reasonable access and to review data sources, including collection and recording procedures, in order to assist the Sponsor in making valid a determination about the degree to which student performance requirements, as stated in the Charter, have been met.
6. Legislation regarding charter school implementation requires the Sponsor to provide to the Commissioner of Education an analysis and comparison of the overall performance of the School's students. The parties agree that the Sponsor will utilize results from the required state and district assessment programs referenced in this Charter and the data elements to be included in the annual report which the School is required to submit pursuant to S. 228.056, Florida Statutes.
7. The School shall ensure that the School is innovative and consistent with the state education goals established by S. 229.591, Florida Statutes.

8. The Sponsor agrees to cooperate with the School to provide cumulative folders and permanent records, including IEPs.
9. The School will maintain both active and archival records for current/former students in accordance with Florida statutes. The School shall keep true and complete copies of the personnel files of all persons employed by the School. Such files shall be maintained by the School at a readily accessible location in Orange County and shall be open to public inspection as provided by law.
10. Student records shall be maintained in accordance with student records of the Sponsor:
 - a. All Cumulative Folders and Permanent Records of students leaving the School to attend the regular Orange County Public School System or another charter school will be forwarded to the receiving school.
 - b. All Cumulative Folders and Permanent Records of students leaving the School to attend a school outside of the regular Orange County Public School System will be copied and forwarded to the receiving school. The original Cumulative Folder and Permanent Record of the student will be filed with the School's Inactive Student Records and transferred to the Sponsor in accordance with Florida Statutes.
 - c. All Cumulative Folders and Permanent Records of students leaving the School for any reason, other than above, will be filed with the School's Inactive Student Records and transferred to the Sponsor in accordance with Florida Statutes.
 - d. All Inactive Student Records will be forwarded annually to the Sponsor's Department of Records, 445 West Amelia Street, Orlando, FL 32801. These records shall be forwarded each year prior to September 30 for any student withdrawing prior to June 30 of the previous year. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1 .044, Florida Administrative Code.
 - e. A report from the School will be forwarded annually to the Sponsor's Department of Records, listing all students enrolled during the school year and the disposition of each student's Cumulative Folder and Permanent Record, i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate. This report shall be forwarded each year prior to July 1.

III. Finance and Facilities

A. Facilities

The facilities and their location to be used by the School shall be subject to the approval of the Sponsor and shall be in compliance with all applicable federal, state and local laws, and codes and regulations for providing education to the population of students to be educated by the Sponsor. However, the following shall apply:

1. The School agrees to use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to S. 235.26, Florida Statutes or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes and state minimum fire protection codes pursuant to S. 633.025, Florida Statutes as adopted by the authority in whose jurisdiction the facility is located.

2. The School agrees to provide the Sponsor with documentation regarding the School's property interest (owner or lessees) in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of a signed lease 30 days before the initial opening day of classes.
3. The parties agree that the location of the School will not conflict with Federal desegregation orders.
4. The School will show proof of the appropriate facility certification, including all certificates that are required by the applicable building codes no later than 30 days prior to the initial opening day of classes. If the School does not have the appropriate certification no later than 30 days prior to the initial opening day of classes, this Charter shall terminate.

B. Finances

1. School shall provide a reasonable demonstration of the competence of those individuals or organizations applying to operate the School or those hired to provide financial and administrative management.

2. Administrative Management

- a. The School agrees to provide reasonable proof of the ability to fund the startup of the School no later than 60 days prior to the commencement of classes.
- b. Sponsor shall issue a payment to School no later than 10 working days after the Sponsor receives a distribution of state or federal funds. If a warrant for payment is not issued within 30 working days after receipt of funding by Sponsor, Sponsor shall pay School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent per month calculated on a daily basis on the unpaid balance from the expiration of the 30day period until such time as the warrant is issued. Refer to paragraphs i. and n. below for billing calculation.
- c. The Sponsor shall withhold five percent of the available funds described in S. 228.056 (1 3)(e), Florida Statutes for administrative costs. Sponsor shall provide certain administrative and educational services to School at no additional fee. These services shall include contract management services, FTE and data reporting, exceptional student education administration, test administration, processing of teacher certificate data and information services.
- d. The School shall utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools as a means of codifying all transactions pertaining to its operations. Federal, state and local funds

shall be maintained according to existing mandates and practices; i.e., separate funds and projects for federal and state/local.

- e. The School shall provide quarterly financial statements to the Sponsor (October, January, April, June), which shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with Generally Accepted Accounting Principles and in a format to include a detail of all revenue and expenditure activities relating to its operations. The School shall file the appropriate reports with the respective state and federal agencies.
- f. The School shall provide the Sponsor with annual financial reports for the period of time July 1 - June 30 of each year, which shall include a complete set of financial statements and notes thereto prepared in accordance with Generally Accepted Accounting Principles for inclusion into the Sponsor's financial statements annually. The report shall be formatted by revenue source and expenditures, and detailed by function and object by the following timeline:

UNAUDITED STATEMENTS: NO LATER THAN AUGUST 20 OF EACH YEAR
AUDITED STATEMENTS: NO LATER THAN OCTOBER 31 OF EACH YEAR

- g. The School also agrees to submit to and pay for an annual financial audit, in a manner similar to that of the school district, showing all revenues received from all sources and all direct expenditures for services rendered. The financial audit shall be performed by a qualified Certified Public Accountant. The audit shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. The School further agrees to provide the Sponsor with five copies of such an audit and the corresponding responses to the audit findings. The Sponsor reserves the right to perform additional audits as part of the Sponsor's financial monitoring responsibilities as it deems necessary. Funding for any subsequent year or Charter extension, if approved by the School Board, shall be contingent upon the receipt and subsequent review of the audit by the Sponsor and/or its representatives.
- h. The School, to the extent it is legally responsible for providing breakfast and lunch for its students, shall do so in a manner that is consistent with state or federal law. The School will make all necessary reporting, filings and reimbursement requests from the appropriate state and federal agencies as a means of reimbursing the School.

- i. Funding for student enrollment in the School shall be the sum of the district's operating funds from the Florida Education Finance Program (FEFP), including gross state and local funds, discretionary lottery funds and operating discretionary millage funds, divided by total district funded weighted full-time-equivalent (WFTE) students times the weighted full-time-equivalent students of the School. If eligible, the School shall also receive its proportionate share of categorical program funds included in the FEFP. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Legislature.
- j. Total funding shall be recalculated during the School year to reflect actual WFTE students reported by the School during the FTE student survey periods. Additionally, funding for the School shall be adjusted during the year as follows:
 - (1) In the event of a state holdback or a proration, which reduces district funding, the School's funding will be reduced proportionately.
 - (2) In the event that the state cap for WFTE for Group 2 programs established by the Legislature results in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- k. The School shall not levy taxes or issue bonds secured by tax revenue.
- l. If the School's Charter is not renewed or is terminated, any public unencumbered funds from the School shall revert to the Sponsor. In that event, all School property and improvements, furnishings, and equipment purchased with public funds shall revert automatically to full ownership by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor.
- m. If the School is not renewed or is terminated, the Lake Eola Charter School is responsible for all of its debts.
- n. To determine invoice amounts after a revised schedule is completed, the following steps should be performed:

Total Estimated Revenue*	_____
Less Payments Received	(_____)
Less 5 percent of Total Revenue	(_____)
Balance Due	_____
Divided by Remaining Months in Fiscal Year	_____

*Most recent calculations

- o. Payment shall be on a monthly basis in arrears based upon the estimated number of FTE students in membership during the FTE survey periods. The final payment during any fiscal year shall be adjusted to reflect the number of actual FTE students in membership during the FTE survey periods.
- p. The Sponsor shall retain an administrative fee of five percent of the available public funds as defined in Section VI Subsection (3) for certain administration and educational services to the School at no additional fee. These services shall include contract management services, FTE and data reporting, exceptional student education administration, test administration, processing of teacher certificate data and information services.
- q. The parties agree that the Sponsor, with reasonable notice, may request at any time at least four times a year and the School shall provide reports on School operations and student performances.
- r. The School and Sponsor shall adhere to any additional requirements applicable to Charter Schools as mandated by the Florida Department of Education or the State of Florida or any other agencies regulating said School.
- s. School shall submit to Sponsor an estimate of full-time-equivalent students for the succeeding school year by November 15 of the current school year.

3. Reporting of Students

- a. In order to facilitate the School's reporting requirements as reflected in the legislation and in order to provide continuous data for students participating in the School, the parties agree that the School will utilize the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE collection, and assessment information. The Sponsor will analyze the School's facility and develop a hardware/software solution which provides the School with limited access to the Sponsor's data processing facility. Hardware will be provided at cost. Any cost for the related installation or software programs shall be paid for by the School.
- b. The Sponsor will also provide training for the School personnel in the use of designated district applications necessary to respond to the legislative requirements of Florida Statute 229.592, including the annual report and the state/district required assessment program. The Sponsor's support for this function will be provided at cost and will not exceed the five percent administrative fee provided in the law. Access by

the School to additional data processing applications not required in the legislation but available through the Sponsor may be negotiated by the parties separately.

- c. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for reimbursement to the State for any errors or omissions for which the School is responsible.

IV. Operations

A. Students

1. Marketing and Recruiting Plan

The School will solicit applications by various means, including paid and unpaid media, mailings to parents/guardians of prospective students, word-of-mouth and presentations to interested groups. The School will use its best efforts to disseminate this information to a broad group of prospective students. The Sponsor may distribute information about the School and the application process.

The goal of the Marketing and Recruiting Plan is to ensure that all children have an equal opportunity to be selected and enrolled in the applicant's charter school. The racial/ethnic diversity goal for the charter applicant shall be that the charter school's population is equivalent to the student population of the Orange County Public Schools. It is also expected that the charter school applicant will make a good-faith effort to achieve this diversity through the Recruiting and Marketing Plan.

In determining whether the applicant has met a good faith effort the following threshold requirements will be reviewed by the School Board as follows:

- Advertisement in a newspaper of general, daily circulation including proof of publication in the newspaper
- Advertisement in at least one newspaper with substantial circulation in Orange County, which is primarily directed at one or more minority groups.
- Mailing or hand delivery of no fewer than five solicitation letters to targeted groups of students' families

2 Admissions Process

Prior to implementation, the details of the admissions process will be reviewed and approved by the Sponsor outlined herein. Students with handicapping conditions and students served in English for Speakers of Other Languages programs shall have an equal opportunity of being selected for enrollment in a charter school. The timeframe for

accepting applications shall be ongoing. If the number of qualified applicants is less than or equal to the number of available slots, each qualified applicant will be accepted and enrolled. If the number of applicants meeting the criteria established in I. A. 2 of this Charter exceeds the stated capacity of the school, class, grade level or building, all applicants shall have an equal chance of being admitted through a random selection process except that the School may give enrollment preference to siblings of a student enrolled in the School or to a child of an employee of the School. Applicants not selected for enrollment will be placed on a waiting list in the order determined by the random selection process. Applicants placed on the waiting list through this process take precedence over those placed on the waiting list after the application deadline. If slots become available during the school year, they will be filled from the waiting list. The waiting list is valid for only the upcoming school year. Applications will also be accepted after the established application period. Qualified applicants will be placed on the waiting list in the order determined by application date. Students continually enrolled in the School will not be subject to the application process. Any eligible students shall be allowed interdistrict transfer to attend a charter school when based on good cause.

3. Racial/Ethnic Balance

The School will have a racial/ethnic non-discriminatory policy. It is expected that the racial/ethnic make up of the student population will be reflective of the public school age population in Orange County, Florida.

4. Code of Student Conduct

The School agrees to maintain a safe learning environment at all times. In order to provide criteria for addressing discipline issues that will ensure for the health, safety and welfare of all students attending the School, the School will adopt and follow the Orange County Public Schools Code of Student Conduct, as may be modified by the Sponsor from time to time, for school students of the same grades promulgated by The School Board of Orange County, Florida. Any modifications to the Code of Student Conduct shall require approval of Sponsor. Any policies developed by the School to implement the Code of Student Conduct shall be in accordance with the Florida State Board of Administration rules, federal and state laws and regulations and federal and state court decisions. The School's board of directors shall recommend expulsions to the Sponsor.

B. Human Resource Information

1. Standards for Hiring Process

- a. Teachers employed by or under contract to the School shall be certified as required by Chapter 231, Florida Statutes, and as provided by State, Board of Education rule 6A.10502 for charter school governing boards. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as educational paraprofessionals in the same manner as defined in Chapter 231, Florida Statutes. The School may not employ an individual to provide instructional services or to serve as a paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. The School shall not employ any person who has been terminated or non-renewed for performance reasons by Sponsor. The School will submit a list of all employees being offered employment at the School to the Sponsor prior to an offer of employment.

- b. The qualifications of teachers shall be disclosed to parents according to S. 228.056(12)(f), Florida Statutes. Parents will be apprised of the qualifications of all new staff hiring through a formal presentation of vitae at the monthly Board of Directors meetings, monthly SAC meetings and via a bi-monthly newsletter sent home to parents.

- c. All employees of the School will be fingerprinted as provided in 5. 231.02, Florida Statutes and subject to drug testing as determined by the School. The School must file a complete set of fingerprints, taken by an authorized law enforcement official, for all instructional and non-instructional personnel who are hired to fill positions with contact with students. Fingerprint cards must be obtained from the Sponsor with the Sponsor's account number. After fingerprints are taken by an authorized law enforcement official, the card is returned to the Sponsor for submission to the FDLE and FBI for state' and' national processing. The governing body of School shall not allow any person (whether employed directly by School or its governing body or by a contractor) to serve in any position requiring or involving direct contact with students who have been convicted of a crime of moral turpitude. The governing body of School shall not allow any person with a criminal conviction to serve in any capacity with School or its governing body (whether employed directly by School or its governing body or by a contractor) without the written consent and approval of the governing body, which shall be signed by each member of the governing body who consents. A copy of the written consent and approval shall be immediately delivered to the School Board and shall be placed in the person's personnel file maintained by School.

d. Teachers and classified employees who are currently employed by Sponsor, who Sponsor identifies are not in a critical shortage area and who request leave to teach at the School, shall be granted leave for one year in accordance with the terms as hereinafter provided. Teachers and classified employees who are currently employed by Sponsor or who Sponsor clears for employment with Sponsor, including but not limited to reference checks and criminal background check clearance and who desire to return to or enter Sponsor's employ, who are then still employed by School, may be re-employed by Sponsor if recommended by a principal for a position at his or her school and recommended by the superintendent and approved by the School Board. For those employees granted leave from Sponsor to work at School, Sponsor will allow years of seniority earned and unused sick leave at the School to be transferred back to Sponsor for the purpose of placement in the salary schedule, if employee becomes reemployed by Sponsor and School pays Sponsor for the unused sick leave. Employees on leave from Sponsor shall be entitled at School's cost to participate in the Sponsor's health and life insurance programs for as long as this is legally and contractually permitted. Employees' employment with School shall be solely under the direction and control of School and they shall not be acting while working for School as employees of the Sponsor. Sponsor shall not be obligated to grant leave to any employee identified by Sponsor as being in a position it deems as having a shortage of qualified candidates.

2. Human Resource Policies Governing Salaries, Contracts, Hiring and Dismissal and Benefit Packages

The salaries of these individuals are listed in the School's budget. Employees of the School shall be private employees.

- Salaries: The salaries of the employees of LECS will parallel the OCPS salary guide.
- Contracts: Contracts are issued each year and run for the period of July 1 st-June 30th.
- Hiring: Advertisements are placed in the Orlando Sentinel. The district follows Federal Affirmative Action policies: No one is discriminated against based on race, creed, ethnicity, gender, or life style. LECS makes every effort to bring diversity to its staff.
- Dismissal: New staff members are hired for a 90-day probationary period during which time they are formally observed a minimum of four times. During that time they may

be dismissed for just cause. Regular staff can be terminated in accordance with standards set forth in this contract after due process is served.

3. Targeted Staff Size, Staffing Plan and Projected Student-to-Teacher Ratio

It is anticipated that the School shall employ 13 teachers, one paraprofessional, two administrators, and a learning specialist. These staffing levels will be adjusted from time-to-time based on the School's operation. The salaries of these individuals are listed in the School's budget. Employees of the School shall be private employees. In Cluster I, Grade K, 1, 2, class size will not exceed 19; In Cluster II, Grades 3, 4, 5, class size will not exceed 20; in Cluster III, Grade 6, 7, 8, class size will not exceed 23. The student teacher ratio cluster wide is 19:1; 20:1; and 23:1 respectively. School-wide the student teacher ratio is 16:1.

4. Conversion School Arrangements (If Applicable)

C. Transportation

1. The School agrees to provide for transportation of the School's students consistent with the requirements of S. 234, Florida Statutes by contracting with the Sponsor for this service or utilizing a Sponsor-approved certified private transportation firm. The School further agrees to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the School as determined in the School's transportation plan in the approved application. The School will provide transportation to and from the School to students who reside within two to four miles from the school.
2. The School will provide the Sponsor with the name of the Sponsor-approved private transportation firm and final transportation plan once the students of the School have been selected and before the initial opening day of classes.
3. Evidence that court-ordered desegregation has been taken into account (If App)

V. Final Documentation

"Conditional approval" of the School may be granted prior to the final submission of the following documents. Final authorization to operate the School will be contingent upon the submission of these documents, however.

A. Facilities Safety Approval

In order to demonstrate the safety and structural soundness of the facility and compliance with applicable state minimum building codes and fire protection codes, School shall submit written documentation of:

1. Inspection by a local building inspector

2. Inspection by local Fire Department
3. Compliance with all other federal and state health and safety laws and regulations

B. Governance Documents

1. Copies of School's articles of incorporation, by-laws, contracts and other documents required by applicable law
2. Updated board members' names, addresses, phone numbers, resumes and disclosure information

C. Final Budgets and School Calendar

1. School shall submit updated budgets
2. School shall submit final school calendar

D. Insurance

School shall present its insurance coverage plans and shall be in default of this Charter for failure to maintain such insurance as required as follows by this Charter:

1. Liability

The School shall provide the Sponsor with a liability insurance policy as specified herein. The insurance shall be subject to a maximum deductible not to exceed \$5,000 per claim.

The School shall be liable for all costs and attorneys' fees incurred by the Sponsor in any actions related to violation of Federal and State Statutes related to the education of students with disabilities. The School shall pay for the cost of any due process hearing(s) or court actions resulting from the actions of the School or its agents or the decision by a parent to challenge the appropriateness of the education being provided at the School.

2. Workers' Compensation/Professional Liability

Insurance policies will be purchased to cover workers' compensation, professional liability and directors and officer's liability exposures as more fully set forth below. Said policies and their terms and amounts shall be subject to the prior approval of the Sponsor.

3. Fidelity Bonds

The School shall assure that the administrators of the School and each and every person who is responsible in any manner for handling or expending School funds or property shall be adequately bonded at all times. The bond shall be with a surety company authorized to do business in Florida and shall be in the amount of no less than \$100,000 for each person performing the duties of chief administrative officer, chief executive officer, chief financial officer, president, headmaster, principal or director of the School and for each member of School's governing body and person employed by the School or its governing body who has authority to make purchases or contract for services

exceeding \$6,000. The bond shall be conditioned upon the proper safeguarding of all monies or property for which the person has supervision, custody or control.

4. Indemnification

- a. The School agrees to indemnify and hold the Sponsor, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including attorneys' fees, including the costs and attorneys' fees for Sponsor's defense, arising out of, connected with or resulting from: (1) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this agreement; (2) the School's material breach of this agreement or law; (3) any failure by the School to pay its suppliers or any subcontractors. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors or others acting on its behalf other than the School, its directors, officers, employees, subcontractors and suppliers. The duty to indemnify for professional liability as insured by the School Leaders' Errors and Omissions policy described in this Charter will continue in full force and effect notwithstanding the expiration or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination. In no way shall the School Leaders' Errors and Omissions three-year limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance. In addition, the School shall indemnify, defend and protect, and hold the Sponsor harmless against all claims and actions, including attorneys' fees and costs, brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School.

- b. The Sponsor shall notify School of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "Third Party Claim"). The School shall make available to Sponsor at School's expense such information and assistance as Sponsor shall request in connection with the defense of a Third Party Claim.

5. Evidence of Insurance

Nothing contained in this charter shall be construed as a waiver of Sponsor's sovereign immunity.

a. The School shall provide evidence of such insurance in the following manner:

- (1) As evidence of compliance with the insurance required by this agreement, the School shall furnish the Sponsor with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage no later than 30 days before the initial opening day of classes.
- (2) The evidence of insurance shall provide that the Sponsor be given no less than 45 days written notice prior to cancellation.
- (3) Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than 30 days before the expiration or termination of the required insurance for which evidence was provided.

b. Insurers providing the insurance required by the School by this agreement must meet the following minimum requirements:

- (1) Be (a) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or (b) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
- (2) If during this period when an insurer is providing the insurance as required by this agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure, the School shall immediately notify the Sponsor and immediately replace the insurance provided by the insurer with an insurer meeting the requirements.

Without limiting any of the other obligations or liabilities of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated.

6. Commercial General Liability Insurance

Except as otherwise provided, the Commercial General Liability Insurance provided by the School shall conform to the requirements hereinafter set forth:

- a. The School's insurance shall cover the School for those sources of liability (including, but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability

Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

- b. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$2 million annual aggregate.
- c. Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of \$5,000 per occurrence.
- d. The School shall include the Sponsor and its members, officers and employees as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as additional insured."

7. Automobile Liability Insurance

The Automobile Liability Insurance provided by the School shall conform to the following requirements:

- a. The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.
- b. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter.
- c. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$2 million annual aggregate with a deductible of no more than five thousand dollars (\$5,000).

8. Workers' Compensation/Employers' Liability

The Workers' Compensation/Employers' Liability Insurance provided by the School shall conform to the following requirements:

- a. The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.
- b. Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act. The minimum amount of coverage for those coverage's customarily insured under the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be \$1 million per occurrence/\$2 million annual aggregate.

9. School Leader's Errors & Omissions Insurance

The School shall provide, subject to reasonable commercial availability, the School Leaders' Errors & Omissions Liability Insurance conforming to the following requirements:

- a. The School Leaders' Errors & Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leaders' Errors & Omissions Insurance such as School Leader's Errors & Omissions Insurance policies offered by The National Union Fire Insurance Co. of Pennsylvania, arising out of the rendering or failure to render professional services in the performance of this Charter, including all provisions of indemnification which is part of this Charter.
- b. The insurance shall be subject to a maximum deductible not to exceed \$5,000 per claim.
- c. If on a claims made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three years after termination of this Charter.
- d. The minimum limits to be maintained by the School (Inclusive of any amounts provided by an umbrella or excess policy) shall be \$2 million annual aggregate.

10. Applicable to all Coverage

The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Board or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School.

Except as otherwise specified, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.

Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Board or others. Any remedy provided to the Board or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors of sub-subcontractors.

Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

The School shall be in default of this Charter for failure to maintain such insurance as required by this Charter.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and
year first above written.

ATTEST:

By: Sharon McCrell

LAKE EOLA CHARTER SCHOOL

By:

Print:

Title:

Veronica DeNoia
Veronica DeNoia
DIRECTOR

ATTEST:

By:

Donald Blodgett

THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA

By:

Print:

Title:

Susan Landis Arkin
Susan Landis Arkin
Chairman