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June
2025

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

I. GENERAL PROVISIONS

This is a charter made and entered into this 15th day of December, 2010, 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. 1002.33, 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. 1002.33, 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. 1002.33, Florida Statutes, Sponsor and School do hereby agree that this Contract and the original application (Appendix A), unless modified by this Contract, shall constitute the School's Charter and agree to the following:

A. School Concept

1. School Mission:

The School shall operate in a manner consistent with the concept and mission statement set forth in its application and approved by the Sponsor (Appendix A). The School shall not change the concept, mission statement or its general implementation of those guidelines without the prior approval of the Sponsor. The School may not increase its student capacity beyond as set forth in the School's approved application, except with the written consent of the Sponsor via contract amendment.

The mission of Lake Eola Charter School is to provide differentiated instruction leading to the mastery of national standards and uses best practices to develop

comprehension, computation, critical thinking, character, and community service in our family of learners.

The concept of the school is to approach these areas using multi-modal techniques and varied assessments to indicated benchmark mastery. This is done without textbooks so that teachers can adjust curriculum annually to reflect the availability of primary source materials, practical application and research based techniques.

2. Term

This contract shall become effective upon signing by both parties, and the term shall cover fifteen (15) years commencing on the July 1, 2011 and ending on June 30, 2026. This contract may, however, be cancelled or terminated during its term as set forth in Section III below and Florida Statute.

3. Deferral of Opening

In its sole discretion, the Sponsor may grant a one-time deferral, not to exceed one year, allowing the School to postpone the opening of the School. If the School is granted the deferral, but the School does not open within the time specified in the deferral, this charter Contract will be automatically terminated.

4. Public School Designation and Accreditation

The School is considered a public charter school and must be open for enrollment for all students in Orange County. The School may not assume or be designated an alternative school without the agreement with the Sponsor and subsequent OCPS School Board approval. The opening date for students of the School shall be the same date that school is opened for students for the School District of Orange County for each school year. If the school desires a different opening dates than what is stated above, the School must petition the Sponsor thirty (30) days in advance in writing. A change in opening date must be mutually agreed upon.

The School, if a high school, must obtain and maintain applicable certification/accreditation of its educational program within five (5) years in order to ensure transferability of courses completed by the students at the School.

5. Population to be Served

The School may only enroll students who reside in Orange County. Students residing

in other counties may enroll only if an Interdistrict Agreement exists between the Sponsor and the District in which the student resides. Students who are currently expelled by the Sponsor, may not enroll in the School during the term of their expulsion.

B. Implementation of Contract

1. Modifications During Contract

This Charter may be modified during its term of the contract 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 only by mutual agreement.

2. Renewal of Contract

a. Terms

This charter may be renewed every five school years pursuant to S. 1002.33 (7)(b), Florida Statutes. In order to facilitate long-term financing for charter school construction, the School may be eligible for a 15-year charter renewal if a review by the Sponsor indicates exemplary academic programming and fiscal management for at least 5 years consecutively. This long-term charter is subject to annual review and may be terminated during the term of the Charter based on mutual agreement or Florida Statute.

b. Renewal Process

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 Sponsor's decision.

3. Non-Renewal of Contract

a. Non-Renewal Reasons

The Sponsor may choose not to renew the Charter at the end of the current term for any of the following reasons if the School fails to correct the deficiency (ies) after notice to the School for any of the following:

- (1) Failure to participate in the state's education accountability system created in F.S. 1008.31 or failure to meet requirements for student performance provided for in this Charter.
- (2) Failure to meet generally accepted standards of fiscal management.
- (3) Violation of law.
- (4) Other good cause shown (such as, but not limited to the good cause basis summarized in sub-section 7 below).

b. Non-Renewal Process

At least ninety (90) days prior to non-renewing the Contract, the Sponsor shall notify the governing board 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 Board of Directors may, within 14 calendar days after receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within 30 calendar days of the date of its decision, articulate in writing the specific reasons for its non-renewal or termination and provide the letter and documentation supporting the reasons to the School's Board of Directors and the Department of Education. The School's Board of Directors may, within 30 calendar days after receiving the Sponsor's decision not to renew the contract, appeal the decision pursuant to F.S. 1002.33 (6).

- c. In the case of non-renewal of the contract, all property purchased by the School (or management company, if applicable) with public funds and any

unencumbered public funds shall revert back to the Sponsor subject to the satisfaction of any lawful liens or encumbrances.

4. Contract Termination

- a. 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.
- b. During the term of the Charter, the Sponsor may terminate the Charter for other good cause shown (such as, but not limited to the good cause basis summarized in sub-section 7 below).
- c. 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 or that the School has violated the terms of this contract agreement. 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.
- d. In case of termination of the Charter, any property purchased by the School (or management company, if applicable) with public funds and any unencumbered public funds shall revert back to the Sponsor subject to the satisfaction of any lawful liens or encumbrances.

5. Good Cause.

“Good Cause” for non-renewal or termination of a Contract includes, but is not limited to, the following:

- a. Failure to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research;
- b. Substantially inadequate student performance;

- c. Receiving a grade of “F” in two years of any four-year period or failure to remove the school from the Differentiated Accountability “Intervene” Status within one school year.
- d. Failure for five (5) consecutive years to make Adequate Yearly Progress (AYP) as determined by Section II (A) (c) and under the No Child Left Behind Act of 2001 (NCLB);
- e. The School or its representatives are found to have committed a material fraud on the Sponsor or made a material misrepresentation in the application;
- f. Failure to implement a Corrective Action Plan required by the Sponsor;
- g. Failure to make progress toward the stated mission of the School pursuant to the charter set forth in the application;
- h. Failure to deliver the instructional programs or curricula identified in the application;
- i. Failure to make contributions to the Florida Retirement System (FRS) if the School has elected to be part of the FRS;
- j. Delinquency in payments to vendors or having finances generally in disarray;
- k. The School files for voluntary bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the School is no longer economically viable;
- l. Failure to have an acceptable annual audit and timely to submit financial reports or other reports required by F.S. 1002.33 (9) or by this Contract;
- m. Failure to meet generally accepted accounting principles;
- n. Failure to manage public funds in a prudent or legal manner;
- o. Failure to maintain insurance coverage as described in this Contract;
- p. Failure to provide the Sponsor with the required access to records;
- q. Violation of any court order;
- r. The filing of an information or indictment by the State Attorney’s Office, resulting in criminal wrongdoing by the charter school’s governing board, its members (collectively or individually) if related to matters concerning the charter school, or by the management company contracted by the charter school; or

- s. Any other good cause, which shall include, but is not limited to, any material breach or violation of the standards, requirements or procedures of this Contract such as without limitation:
- (1) failure to timely submit monthly financial reports;
 - (2) a conflict of interest, as defined by statute and the Commission on Ethics, arising from receipt by members of the governing board of compensation, directly or indirectly, from the School's operations, including but not limited to grant funds;
 - (3) failure to comply with the timely submission of the annual report to the Sponsor;
 - (4) failure to administer state assessments according to state requirements, including maintaining the security of all test materials and test administrations without procedural breaches;
 - (5) failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
 - (6) failure to comply with the education goals established by F.S. 1000.3(5);
 - (7) failure to comply with certification requirements for all teachers;
 - (8) failure of secondary charter schools to comply with F.S. 1003.43 and F.S. 1008.25;
 - (9) failure to use records grade and attendance procedures that adequately provide the information required by the Sponsor;
 - (10) failure to provide Special Education and Limited English Proficient students with progress and services in accordance with federal, state and local policies;
 - (11) failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen (18) years of age or older;
 - (12) failure to comply with the Florida Building Code (including Chp. 423, F.S. and the Florida Fire Prevention Code;
 - (13) failure to obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued

occupancy of the facility as required by the local government or other governmental agencies including asbestos requirements; or

(14) violation of the Code of Ethics for Public Officers and Employees, F.S. 112.311-112.326.

6. Process following Non-Renewal/Termination of Contract

In the case of a charter school contract that is terminated or non-renewed, the goal of the school and the sponsor must be to provide a smooth and seamless transition for students from the charter school to the assigned public school.

(a) The school shall be dissolved under the provisions of law under which the school was organized.

(b) In that event, any property, improvements, furnishings and equipment purchased with public funds or acquired through OCPS surplus equipment venues shall automatically revert to the sponsor (subject to lawful liens and encumbrances).

(c) If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

(d) Property and assets purchased with public funds shall be defined as those goods purchased with grants and funds provided by a governmental entity. This includes monies given to management companies who, in turn, purchase goods and property for the School.

(e) In case of termination or non-renewal of the Contract, the School shall be responsible for all the debts of the School. The Sponsor may not assume the debt from any contracted services made between or among the governing body of the school, the management company-if applicable – and/or third party, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as set forth in this Contract) by both the Sponsor, the governing body and /or management company – if applicable.

(f) School records shall be turned over to the Sponsor.

(g) Copies of all administrative, operational, and financial records of the School shall be provided to the Sponsor on the date the termination/non-renewal takes effect.

C. Educational Program

1. Focus of the Curriculum

The School will implement its educational program as specified in the School's approved application (Appendix A), setting forth the School's curriculum, the instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which includes a means for promoting safe, ethical and appropriate uses of technology which comply with legal and professional standards. Updates, revisions, and/or material changes to the curriculum programs described in the application must comply with State law and be approved by the Sponsor, in writing, before the change are implemented.

No sectarian educational resources shall be used and the curriculum shall be secular in nature.

2. Focus of Reading Curriculum

The School will ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for all students who are reading at, above and below grade level. Furthermore, the curriculum and instructional strategies for reading shall be consistent with the Next Generation Sunshine State Standards and be grounded in scientifically-based reading research. The School must agree to either follow the OCPS Literacy Plan or develop a plan and have it approved by the Florida Department of Education.

3. Provisions for Exceptional Education Students

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 1000.05 and 1001.42 (4)(L) of the Florida Statutes, Section 1002.33, Florida Statutes, 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
- d. Least Restrictive Environment - 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 with IEP's whose needs cannot be adequately addressed at the School will be appropriately referred by the IEP committee with a Sponsor's representative present. If a referral for a change of placement is considered, the School's staff will work together with the Sponsor to ensure that the needs of these children are met. School staff, which must include a certified Exceptional Education teacher, 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.

4. Provisions for English Language Learners

Students at the School who are of limited proficiency in English will be served by ESOL-certified personnel who will follow the Sponsor's District Plan for English Language Learners (ELL) Students and the assurances therein unless the School has written their own ELL plan and received approval from the Florida Department of Education. The School will meet the requirements of the LULAC et al vs. State Board of Education Consent Degree. The mission of the ELL curriculum is to prepare and develop successful bilingual, bicultural and biliterate students in an ever-increasing multicultural setting, equipped to meet the challenges of the 21st century as participatory citizens in a global society. Students at the School who are of limited

proficiency in English will be served by ESOL-certified personnel who will comply with all district and state requirements.

5. Provisions for Computer Based Assessment

The School must make provisions and provide students with adequate computer facilities and equipment to comply with the State of Florida and Sponsor required on-line assessments and end of course exams.

D. Federal, State and District Requirements

1. Non-Discrimination and Equal Opportunity

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

- a. Title VI of the Civil Rights Act of 1964—prohibits discrimination on the basis of race, color, religion or national origin.
- b. 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.
- c. Title IX of the Education Amendments of 1972—prohibits discrimination on the basis of gender.
- d. 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.
- e. Section 504 of the Rehabilitation Act of 1973—prohibits discrimination against the disabled.
- f. Americans with Disabilities Act of 1990 (ADA)—prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.
- g. 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.

- h. Florida Educational Equity Act—prohibits discrimination on the basis of race, gender, national origin, marital status or handicap against a student or employee.
 - i. 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.
 - j. School Board Rules prohibiting harassment and/or discrimination against a student or employee. A student may not be encouraged or informed to withdraw from the School for any reason and/or to re-enroll in the student's zoned OCPS school or any other OCPS school for any reason other than an IEP committee's determination that the charter school cannot meet the student's needs. Such IEP committee meeting must have the OCPS compliance monitor present.
 - k. 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.
2. Code of Ethics
- The School will comply with the Florida Code of Ethics.
3. Computer Based Assessment
- The School must make provisions and provide students with adequate computer facilities and equipment to comply with the State of Florida and Sponsor required on-line assessments and end of course exams.

E. Annual Reporting

1. Annual Accountability Report

The School shall electronically submit an annual accountability report as required by 1002.33, Florida Statutes and provide back-up data to the Sponsor to support the level of achievement for each goal. The annual report must be submitted on-line by the due date specified by the Florida Department of Education and the back-up data must be submitted to the Sponsor 30 days prior to the date the electronic report is due

to the Florida Department of Education. The report shall contain at least the following information:

- a. Student achievement performance data, including the information required for the annual school report and the education accountability system governed by F.S. 1008.31 and 1008.345. Charter schools are subject to the same accountability requirements as other public schools, including reports of student achievement information that links baseline student data to the school's performance projections identified in the charter; the charter school shall identify reasons for any difference between projected and actual student performance.
- b. Financial status of the charter school which must include revenues and expenditures at a level of detail that allows for analysis of the ability to meet financial obligations and timely repayment of debt.
- c. Documentation of the facilities in current use and any planned facilities for use by the charter school for instruction of students, administrative functions, or investment purposes.
- d. Descriptive information about the charter school's personnel, including salary and benefit levels of the School's employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.
- e. Documentation of practical, innovative practices and best practices that may be replicable in other schools
- f. Any other information requested on the template by the Florida Department of Education
- g. A copy of the individual data used to determine the school's level of success at achieving each school goal, i.e. individual students' FCAT scores, individual students' SAT scores, etc. must be sent to the Sponsor 30 days before the deadline for the electronic copy to be submitted to the state.

2. Annual Cost Accounting Report

The School agrees to do an annual cost accounting and provide such information to the Sponsor by August 1 of each year.

3. Annual Financial Reports

The School agrees to have an annual unaudited financial submitted by August 20 and five copies of an audited financial submitted by October 1 of each year. See IV. B for description and details.

II. ACADEMIC ACCOUNTABILITY

A. Student Performance and Assessment

1. Outcomes to be Achieved

a.

1. 85% of the students at Lake Eola Charter School will achieve a level 3 or higher in reading as measured by the annual spring FCAT
2. 85% of the students at Lake Eola Charter School will achieve a level 3 or higher in math as measured by the annual spring FCAT
3. 85% of the students at Lake Eola Charter School will achieve a 3 or higher in writing as measured by the annual spring FCAT
4. 75% of the students at Lake Eola Charter School will met or surpass both the State and district average in science as measured by the annual spring FCAT

These goals must be agreed upon by both parties and specific enough to determine progress on an annual basis. The targets of each goal will be adjusted annually in the School Improvement Plan.

b. The school agrees to participate in the School Grading System and utilize a school grade as its performance measure as defined in Florida Statutes Section 1008.34 (1-3, 5-6)

c. The School shall not receive an "F" from the state's system of grading schools for two years in a four year period. If the School does receive an "F" for two years in a

four year period, or fails to remove itself from the Florida DA models “Intervene Status” within the same school year the Charter shall be revoked. In addition, the school agrees to participate in all Florida Department of Education assistance programs for school improvement including but not limited to the Differentiated Accountability Model.

d. The School’s percentage of adequate yearly progress in each subgroup must be equal to or greater than the Sponsor’s average percentage of making adequate yearly progress under the NCLB plan for the same subgroups. If the School’s percentage of successful completion of Adequate Yearly Progress is lower than the Sponsor’s average for the same grade level configuration, the contract may be revoked.

2. Student Assessment

a. Method of Measurement Used

1) State-wide Assessments - Students in the School shall, at a minimum, participate in the required statewide assessment program including FCAT, FAIR (Kindergarten) end of course exams, and other required state exams within the state timeframe. For students with an IEP, the School will participate in all assessments as determined by the IEP committee. The School must make provisions and provide students with adequate computer facilities and equipment to comply with the required on-line assessments and end of course exams.

2) District-wide Assessments - When the School opts to participate in District-wide assessments (benchmarks exams), the Schools shall bear the costs associated with these tests. The School must make provisions and provide students with adequate computer facilities and equipment to comply with the required on-line assessments and end of course exams.

3) Other Assessments – The School may use other assessment tools in its discretion that are educationally relevant, sound and consistent with both research and this charter.

b. Baseline Implementation

The School shall establish the current incoming baseline standard of student academic achievement and employ the methods to identify the educational strengths and needs of students as described in the application. All baseline data is to be gathered within the first 30 days of school. Baseline data for students entering after school begins is to be completed within 30 school days and entered into the School Improvement Plan. This plan will be updated annually for the length of this charter.

B. School Improvement Plan

1. During the first year of the Contract, the School agrees to implement the current baseline standard of achievement, the outcomes listed previously (II. A. 1.) and the methods of measurement that have been mutually agreed upon and identified in the School's application.

a) In addition, the School will develop a School Improvement Plan during the first year of the contract in accordance with and/or outlined in the Improvement Plan process adopted by the Sponsor.

b) In subsequent years, the School agrees to continue to develop an annual School Improvement Plan according to the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School Improvement Plan submitted to the Sponsor. The source documentation for data must be clearly identified and rely on state of Florida generated and disaggregated data.

C. Student Progression

The School will follow the state approved grading scale and agree to follow the Sponsor's Student Progression Plan. For Secondary Schools, the school must comply with the state graduation requirements as are required by State law.

D. Records

1. Student Records

- a. The Sponsor agrees to cooperate with the School to provide cumulative folders and permanent records, including IEPs.
- b. The School will maintain both active and archival records for current/former students in accordance with Florida Statutes.
- c. Student records shall be maintained in accordance with student records of the Sponsor:
 - (1). All cumulative folders and permanent records of students leaving the School to attend the regular Orange County Public School system will be forwarded to the receiving school upon request.
 - (2). 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.
 - (3). 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.
 - (4). 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. Daily (elementary) and period by period (secondary) attendance is required of each School and is to be entered within the Sponsors Student Management System on a daily basis.
 - (5). 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.

2. Personnel Records/Files

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. Additionally the School is requires to keep all electronic databases regarding School personnel updated in SAP.

3. Innovation and Best Practices

The School will provide the Sponsor with documentation of practical, innovative practices and best practices that may be replicable in other schools.

E. Data Use and Access

1. It is essential to both the School and the Sponsor that access to, and reporting of, essential data be insured. The School recognizes that in order to meet this requirement, it is required that all student data be entered into the Sponsors Student Management System (SMS) including but not limited to student grades, daily attendance, and schedules. This requirement to enter data into the Sponsor SMS system is in addition to any subsequent reporting system the School or ESP may provide. The Sponsors student management system will be considered the official record. Additionally the School will find it necessary to designate a management information systems contact person to monitor and report this information. The Sponsor will work with the School to determine the best method to provide this support.

2. The Sponsor will provide all services/support activities which are routinely provided to the Sponsor's staff regarding implementation of state-required assessment activities (e.g. staff-training, dissemination and collection of materials, and summary reporting.)

III. STUDENTS

A. Scope and Focus

1. Target population. *Lake Eola Charter School is a K-8 school of 219 students that operates at capacity with a waiting list of over 500 students annually. The focus of the school is to provide a national, standards-based curriculum that is multi-modal in approach and uses triangulated assessments. The school is non textbook where teachers develop benchmark-based*

curriculum annually that relies on research based approaches that include primary sources and practical application of knowledge.

2. The school agrees to follow class size amendment requirements.

3. Racial/Ethnic Balance

The School will have a racial/ethnic non-discriminatory policy. It is expected that the racial/ethnic makeup of the student population will be reflective of the public school age population in Orange County, Florida. Lake Eola Charter School will advertise in two minority publications in addition to a paper of general population. Further, letters will be sent to venues that reflect racial, cultural and socio economic diversity to recruit applicants to the school. The Lake Eola Charter School student body currently reflects demographics that are within the range of the nearest traditional OCPS School, Hillcrest.

The School shall comply with all applicable terms and conditions of settlement stipulations and conditions to which Sponsor is subject. Based on such settlements, the School shall maintain a racial balance of no less than fifteen percent (15%) and no more than forty-five percent (45%) black students. In the event that the School's student enrollment does not comply with the racial balances required by the applicable settlement agreements adopted pursuant thereto, the School shall immediately notify the Sponsor of the noncompliance and develop a plan to bring the School into compliance. The School shall have sixty (60) days from the date of noncompliance to address and cure the racial imbalance. If after sixty (60) days the School fails to maintain the racial balances required by desegregation court orders and settlement stipulations, as provided above (15%: 45%) then this Contract may be terminated at the discretion of the Sponsor pursuant to Part I, A(7), above. If during the termination process, the School achieves the appropriate racial balances, then the termination process will cease. The Sponsor may initiate termination proceedings only after expiration of the 60-day cure period. The Sponsor agrees to provide the specific court orders, plans and/or settlement agreements upon request.

B. Student Admissions

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 School agrees to follow the Sponsor's charter school guidelines for marketing and recruiting. All marketing materials must be accurate in their content and representations and include information about parent responsibilities that might be different from what regular public schools require. 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:

- a. Advertisement in a newspaper of general, daily circulation including proof of publication in the newspaper
- b. Advertisement in at least one newspaper with substantial circulation in Orange County, which is primarily directed at one or more minority groups
- c. 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.

(a) The School agrees to provide evidence of admission requirements that do not exclude students at-risk of not graduating from high school. Specifically, the school will not include admission criteria related to grade point average, credits accumulated and/or a pre-enrollment interview.

(b) Students with handicapping conditions and students served in English Language Learner (ELL) programs shall have an equal opportunity of being selected for enrollment in a charter school.

(c) The timeframe for accepting applications shall be May 1-March 1.

(d) 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 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.

(e) The School may only give enrollment preference to siblings of a student enrolled in the School, the child of a member of the governing board, or to a child of an employee of the School.

(f) 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 the application date. Students continually enrolled in the School will not be subject to the application process.

(g) The School must verify each student's eligibility of attendance prior to enrollment by receiving proof of residence within the Orange County. In addition, potential students must provide proof of age and consent from the student's parent or guardian or from the student, if eighteen (18) years of age or older.

(h) No tuition and/or fees may be charged (i.e. uniforms, lockers, identification badges, etc.) except those fees normally charged by other public schools. A process must be in place and communicated openly to all parents that informs the public of how these items may be received free of cost.

(i) The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon request and may be verified by the Sponsor.

3. 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 Administrative 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.

- a. If a charter school student is withdrawn or is expelled from the charter school and has committed an expellable act that would merit full exclusion or placement at Excel, the student will be denied enrollment to any Orange County Public School or program.
- b. If a charter school student is expelled and has committed an expellable act that would merit exclusion from a comprehensive (regular) school, the student may be accepted in an alternative OCPS program.
- c. If a charter school student withdraws but has not committed an expellable act based on OCPS standards, the student shall be admitted to an OCPS program and the charter school shall rebate the FTE to the district.

- d. If an OCPS student is withdrawn or is expelled from an OCPS school and has committed an expellable act that would merit full exclusion or requires attendance at an alternative OCPS site, the charter school will deny the student enrollment to the charter school or program.
- e. School handbooks, parent guides, discipline procedures, etc. must align and comply with the OCPS Code of Student Conduct.

IV. FACILITIES, FINANCES AND TRANSPORTATION

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. The School agrees to allow OCPS Fire and/or Safety personnel access to the facility to assure that compliance. However, the following shall apply:

1. Code Compliance

The School agrees to use facilities which comply with the Florida Building Code, pursuant to chapter 553, and the Florida Fire Prevention Code, pursuant to chapter 633 as adopted by the authority in whose jurisdiction the facility is located.

2. Property Documentation

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. The school must provide documentation that the facility will be secured for the entire school year by June 1st in the year in which the School intends to open. If the School does not own the property and facility, the School must show proof of a signed lease by the 1st of June in the year in which the School intends to open.

3. Ownership of Property

Ownership of property and facilities purchased with public monies by the School or School's parent company or Management Company will revert to the Sponsor if this contract is terminated, ceases operation, dissolved or not renewed.

a) In that event, all of the School's property and improvements, furnishings, and equipment purchased with public monies by the school or management company will be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor. If the School's accounting records fail to clearly establish whether particular assets were purchased with public funds, these assets shall become the property of the Sponsor. Items purchased by a management company that are on the school property will be assumed to have been purchased with public monies and become the property of the Sponsor.

4. Facility Certification

The school shall show proof of the appropriate facility certification, including all certificates that are required by the applicable building and educational codes no later than June 1st of the same year in which the school is to open. If the School does not have the appropriate certification by June 1st, this Contract shall terminate, unless the School can show to the satisfaction of Sponsor that the applicable certificates will be issued within (10) days of June 1st and the School's opening will not be delayed.

5. Facility Inspections

In order to demonstrate the safety and structural soundness of the facility and compliance with applicable state minimum building codes and fire protection codes, the School shall submit written documentation of an annual safety inspection conducted by the local fire department having jurisdiction for the school's location. This documentation must be provided annually, no later than sixty (60) days prior to the initial opening of classes. Additionally the School must also maintain an asbestos management plan as required by state and federal law and conduct the required six (6) month inspections and three (3) year evaluations.

If the School does not provide the written documentation of such inspections annually, no later than sixty (60) days prior to the initial opening day of classes at the beginning of the school year, this Contract shall terminate, unless the School can show to the satisfaction of Sponsor that the applicable certificates will be issued within ten (10) days of the June 1st deadline and the School's opening will not be delayed.

6. Costs

The School further agrees that it shall be responsible for all costs for, or associated with, complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including, but not limited to, application fees, advertising costs, and any other additional charges or surcharges by private contractors, local government or other governmental agencies.

B. Finances

1. Administrative Management

a. Ability to Open

The School agrees to provide reasonable proof of the ability to fund the startup of the School no later than June 1st of the year in which the school will commence operations. The School is required to provide the sponsor with accurate enrollment numbers prior to any FTE payments.

b. Accurate FTE

The School is required to provide the sponsor with accurate enrollment numbers prior to any FTE payments and to ensure that enrollment and attendance is accurately maintained within the Sponsors' student management system. The Sponsor's Student Management System will be the official record.

c. Distribution of Funds

The 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 30-day period until such time as the warrant is issued. Refer to paragraphs i. and n. below for billing calculation.

d. Administrative Fee

The Sponsor shall withhold five percent of the available funds described in S. 1002.33 (21)(a), Florida Statutes for administrative costs. The 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 services, processing of teacher certificate data, equal access to information services, and services related to eligibility and reporting duties required to ensure that the school lunch services under the federal lunch program, consistent with the needs of the School, are provided by the Sponsor at the request of the School. Student performance data for each student in the School, including but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Sponsor to the School in the same manner provided to other public schools in the district. Any services required by the School other than those listed above will require a separate, administrative fee. The Sponsor shall withhold the indirect cost percentage related to grants or other eligible funds and/or grants exclusive of the start-up grant.

e. Form to be Utilized

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.

f. Monthly Financials

The School shall provide monthly financial statements to the Sponsor, 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 Red Book format to include a detail of all revenue and expenditure activities compared to budgeted amounts relating to its operations. The School shall file the appropriate reports with the respective state and federal agencies.

Financial records must be kept at the School site and be available to the Sponsor for review upon request.

g. Annual Financial Reports

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 annual financial statements. The report shall be Red Book formatted by revenue source and expenditures, and detailed by function and object using the following timeline:

UNAUDITED STATEMENTS: NO LATER THAN AUGUST 20 OF EACH YEAR

AUDITED STATEMENTS: NO LATER THAN OCTOBER 1 OF EACH YEAR

h. Annual Financial Audit

The School also agrees to pay for an annual financial audit which will be completed in a manner similar to that of the Sponsor, showing all revenues received from all sources and all direct expenditures for services rendered. This report must be submitted to the Sponsor by October 1st of each year. The financial audit shall be performed by a qualified Certified Public Accountant

chosen by the Board of Directors. 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 (5) copies of such an audit and the corresponding responses to the audit findings. If the school's internal audit reveals a deficit financial position, the auditors are required to notify the charter school governing board, the sponsor, and the Department of Education. The internal auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the charter school within 7 working days after finding the deficit position. A final report shall be provided to the entire governing board, the sponsor, and the Department of Education within 14 working days after the exit interview.

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 shall be contingent upon the receipt and subsequent review of the audit by the Sponsor and/or its representatives.

- i. The School agrees to do an annual cost accounting report and provide such information to the Sponsor by August 15 of each year.
- j. The asset and liability projections as stated in the application are a part of this contract unless amended here. These projections will be compared with information provided in the required annual report.
- k. 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 unless they have entered into a contract with the Sponsor's Food Service department.
- l. 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.

- m. 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, the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- n. The School shall not levy taxes or issue bonds secured by tax revenue.
- o. 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. Annual property reporting of all items costing over \$1000 is required by November 1 of each year.
- p. If the School is not renewed or is terminated, the School is responsible for all of its debts.

- q. 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

- r. 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.
- s. The parties agree that the Sponsor, with reasonable notice, may request at any time, and the School shall provide, reports on school operations and student performances.
- t. 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.
- u. 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.
- v. If the School wishes to utilize the Sponsor's warehouse for purchasing supplies or the use the Sponsor's bid numbers, the School agrees to follow the Sponsor's guidelines for charter school warehouse use and purchasing.

2. 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 Student Management System procedures for the processing of student enrollment, attendance, FTE collection, and assessment information. The Sponsor's Student Management System will be the official record.

- 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 1008.345, 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.

C. Transportation

1. Providing Transportation

The School agrees to provide for transportation of the School's students consistent with the requirements of S. 1006.21, Florida Statutes by contracting with the Sponsor for this service if transportation services are available for such a contract 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. Transportation Plan

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. Transportation Liaison

The School will designate an employee to serve as a transportation liaison.

This liaison will serve as a contact person to work with the sponsor on matters regarding transportation.

4. Transportation and Court-Ordered Desegregation

Evidence that court-ordered desegregation has been taken into account

V. 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:

A. 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.

B. 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.

C. Indemnification

1. The School and Sponsor agree to the extent permitted by law to indemnify and hold each other, each other's 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 defense, arising out of, connected with or resulting from: (1) the negligence, misconduct or culpability of the School's or Sponsors' employees or other agents in connection with and arising out of their services within the scope of this agreement; (2) the material breach of this agreement or law; (3) any failure to pay suppliers or any subcontractors. However, the School or Sponsor shall not be obligated to indemnify each other against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor or School, its directors, officers, employees, subcontractors or others acting on its behalf other than the School or Sponsor, the 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, to the extent permitted by law, the school and Sponsor shall indemnify, defend and protect, and hold each other

harmless against all claims and actions, including attorney's fees and costs, brought against either party by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by either party.

2. The Sponsor shall notify School and the School shall notify the Sponsor 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"). Both parties shall make available to the other party at the party's expense such information and assistance as either party shall request in connection with the defense of a Third Party Claim.

D. Evidence of Insurance

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

1. The School shall provide evidence of such insurance in the following manner:
 - (a) 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 in a format which complies with the standards and is acceptable to the Sponsor no later than June 1st in the year in which the School intends to open.
 - (b) The evidence of insurance shall provide that the Sponsor be given no less than 45 days written notice prior to cancellation.
 - (c) 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.
2. Insurers providing the insurance required by the School by this agreement must meet the following minimum requirements:

- (a) Be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or (2) 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.
- (b) 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.

E. 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:

1. 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.
2. 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.

3. 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.
4. 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."

F. Automobile Liability Insurance

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

1. 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.
2. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter.
- 3.. 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 \$5,000.

G. Workers' Compensation/Employers' Liability

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

1. 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.
2. 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.

H. 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:

1. 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.
2. The insurance shall be subject to a maximum deductible not to exceed \$5,000 per claim.
3. If, on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three years after termination of this Charter.

4. 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.

I. 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. Insurance coverage must be displayed and documented on a Certificate of Insurance form which complies with the Sponsors requirements as provided by the Florida Auditor General. The School shall be in default of this Charter for failure to maintain such insurance as required by this Charter.

J. Supremacy of Law

This contract is created under the authority of the Florida Statutes, concerning Charter Schools. All rights, powers, remedies, benefits, and privileges under any provisions of the statutes, regulations and rules governing Charter Schools, including future amendments and modifications, are reserved by the School and the Sponsor. If any provision(s) in the Contract is contrary to any provision in the statutes, regulations and rules, including future amendments and modifications, the statutes, regulations, and rules shall prevail.

K. Act of God

Neither party shall be in default of this Contract, if the performance of any part or all of this Contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

VI. GOVERNANCE AND MANAGEMENT

A. Board of Directors

Board of Directors for the School will (1) be residents of Orange County or the contiguous counties; (2) complete the required charter board training within 3 months of election to the board; and (3) conduct a minimum of 6 board meetings a year under the Sunshine Law in close proximity to the school in order to be accessible to parents, students and staff. Parents of current students will have distinct representation on the board.

The School will provide a roster of Board of Directors with resumes', addresses, and phone numbers to the Sponsor annually.

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 not elected 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.

Lake Eola Charter School, Inc. will be operated as a Private employer as described in S. 1002.33 (12)(i), Florida Statutes. The officers of the Corporation shall consist of a *Chair, a Vice Chair, a Secretary and a Treasurer. (The Director sits on the Board as a non-voting member)* all of whom are elected by the Board of Directors. The staff and instructors will report directly to the school administrator.

2. Selection of the Board of Directors

Candidates for the Board of Directors will be residents of Orange County or the tri-county area and 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 Nominating Committee or current Board of Directors will establish qualification criteria or areas of expertise desired for Board members, conduct a search and select Board members. It is anticipated that the Board will consist of 7 to 11 voting members with representatives from the field of education, business professionals, community leaders and active, involved parent/guardians. When the search is completed, the School will submit the Board members' names, addresses and resumes, and all other required information with the "final documentation" required by this Charter.

- a. Members of the governing board of the School shall be fingerprinted in a manner similar to that provided in S. 1012.32, Florida Statutes and abide by the regulations of the Jessica Lunsford Act.
 - b. Members of the Board of Directors agree to attend the Florida DOE required Board Training at the School's expense
 - c. No members of the Board of Directors shall serve on boards of directors for other charter schools. No members of the Board of Directors shall be paid for that service or have any financial interest in any entity doing business with the school. No members of the Board of Directors shall benefit financially, directly or indirectly, from decisions made by the board. To avoid any conflicts of interest, OCPS employees wishing to serve as directors of a charter school must have the Superintendent's approval.
 - d. Each member of the Board of Directors must complete the required Disclosure of Financial Interests and submit a copy to the Sponsor (F.S. 112.3145).
3. Roles and Responsibilities of the Governing Board and its 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. Dates

of Board Meetings must be sent to the Sponsor one month in advance of the meeting. The specific duties of the Board will include:

- a. Selecting the School's administrator who must, at a minimum, hold a bachelor's degree and cannot be a voting member of the board
 - b. Ratifying staffing recommendations
 - c. Adopting and maintaining an operating 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. Developing personnel policies (including terms and conditions of employment), job descriptions and a management operations plan that will generally comply with the Sponsor's policies
 - h. Ratifying and monitoring the OCPS Student Code of Conduct and disciplinary policy
 - i. Strategic planning to include a School Improvement Plan
4. Conflict Resolution between the 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 the 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. 1002.33 (6)(g), 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.

5. 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 that 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 contract" with the School. This will be a positive, bilateral contract requiring specific performance by the parent/guardian as well as the School. This contract will not be punitive and will respect the time, transportation, financial and other legitimate limitations of parents. This contract will require a parent signature that indicates that the OCPS Code of Student Conduct has been read and understood and clearly state that expulsion from the charter school will also be considered expulsion from the Orange County Public Schools. It will also clearly define a procedure for the resolution of conflicts and include information about parent responsibilities that might be different from what regular public schools require.
- 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 student's Individual Educational Plan.

- e. The establishment of a School Advisory Council is required. The composition of the council should have the same composition as required by Florida Statutes and State Board Rules for non-charter public schools. A list of members must be reported to the Sponsor by November 1 of each year.

6. 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.

7. Access by Sponsor to School

The School acknowledges that a charter school is a Florida public school and is considered by the Florida Department of Education to be an Orange County School District public school. Each charter school is supported in the main by public funds. Although a charter school and its employees are subject to the direct governance of the charter school corporation's board of directors, a charter school is subject to the oversight of the Orange County School Board, the Superintendent of Public Schools for Orange County, Florida, and the Superintendent's administrative staff. As part of that oversight function, school board administrators are permitted to make random visits to the charter school's campus, as they deem necessary.

C. Management Companies

1. Contract Approval.

If a management company will be managing the School, the contract between the management company and the School shall be submitted to the Sponsor prior to the approval of the School's Contract. All proposed amendments to the contract between the management company and the School shall be submitted sixty (60) days in advance to the Sponsor for approval. A copy of the amended management agreement shall be provided to the Sponsor within (5) days of execution.

2. Terms and Conditions

- a. The contract between the School and the management company shall require that the management company operate the School in accordance with the terms stipulated in this contract and all applicable laws, ordinances, rules, and regulations.
- b. The contract between the School and the management company must state that all items/property, purchased with public monies, that is contained within the school and/or on school property, shall be considered property of the school.
- c. The contract between the School and the management company will allow the School the ability to terminate the contract with the management company. If such termination occurs, all property within the School will remain as property of the School's Board of Directors.
- d. Neither employees of the management company nor members of their families shall sit on the School's governing board or serve as officers of the Corporation.

VII. HUMAN RESOURCES

A. Standards for Hiring Process

1. Teacher Certification

- a. Professional Management – The School may choose to contract with a professional education management organization (EMO) to provide all necessary management and professional expertise. The School's Board of Directors will retain the overall responsibility for the hiring and dismissal of the staff, as well as the performance of the EMO.
- b. Teachers and administrators prior to employment and before being provided a contract to work at the School shall be confirmed as certified, by the Sponsors certification specialists and as required by Chapter 1012, Florida Statutes, in the subject they will be teaching and shall meet all requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (NCLB) and

other state and federal requirements. The School must follow all hiring procedures as specified by the Sponsor.

c. 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 1012, Florida Statutes. These instructors must receive the appropriate "eligibility" from the Florida DOE vocational department.

d. In conjunction with the Sponsor, the School shall monitor teacher certification and ensure that teachers maintain their certification current at all times. The School understands that fines incurred due to the employment or scheduling of a teacher whose certification does not match the subjects the teacher is assigned to teach are the responsibility of the School. 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.

e. The School shall not employ any person who has been terminated or non-renewed for performance reasons by the 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.

2. Self-Reporting

The School agrees to require all instructional employees who hold teaching certificates to self-report within 48 hours to appropriate authorities any arrest and final dispositions of such arrest other than minor traffic violations. (DUI is not considered a minor traffic violation). The School shall be responsible for the investigation and discipline of any School employee who may be in violation of these Rules.

3. Code of Ethics.

The School agrees to require that its employees abide by the guidelines set forth in Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education

Profession in Florida. The School shall be responsible for the investigation and discipline of any School employee who may be in violation of these regulations.

4. Disclosure of Teacher Qualifications

The qualifications of teachers shall be disclosed to parents according to S. 1002.33(12)(f), Florida Statutes.

5. Fingerprinting

All employees, board members, contractors, and other person employed directly or indirectly by the School must be fingerprinted and approved as provided in S. 1012.32 (2)(a), Florida Statutes and subject to drug testing as determined by the School before being employed directly by the School or its governing body or by a contractor in any capacity. The School must have electronic fingerprinting completed by a process specified by the Sponsor for all instructional and non-instructional personnel who are hired to fill positions with contact with students. The Sponsor will submit fingerprints 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).

- a. Teachers and classified employees who are currently employed by the Sponsor, whom Sponsor identifies as 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 the Sponsor or whom 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 re-employed 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.

b. The School agrees to abide by the requirements of the Jessica Lunsford Act.

6. Human Resource Policies

Lake Eola Charter School's salary scale follows the OCPS salary guide; however, caps teachers' salaries at \$52,000. The school provides employee medical benefits and contributes 10% of the employee's salary into a SEP IRA which is immediately vested for all employees. Hiring takes place through a committee which utilizes both parents and staff in addition to administration. The teacher's contract is a document that outlines salary, benefits, contractual days and times in addition to other standard contractual items. Dismissal of new employees within the first 90 days probationary period does not require cause. Veteran employees are provided notice and placed on an improvement plan for 60 days before dismissal is proposed and can appeal to the Lake Eola Charter School Board for an appeal before the dismissal is finalized. Employees of the School shall be *Private* employees.

7. Projected Student-to-Teacher Ratio

Lake Eola Charter School maintains the following class size. K-17

students; Grades 1-3 18 students; 4-5 Grade 20 students; Grades 6-8 22 students.

VIII. FINAL DOCUMENTATION – Due June 1, 2011

The school must have the following on June 1, 2011.

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. Certificate or document of a passed inspection by a local building inspector.
2. Current and Valid Certificate of Occupancy for an educational institution.
3. Certificate or document of a passing inspection by local Fire Department.
4. Compliance with all other federal and state health and safety laws (including Asbestos Management Plan) and other regulations determined by the appropriate local officials and the OCPS Safety Department including an Asbestos Management Plan.

B. Governance Documents

1. Copies of School's Articles of Incorporation, by-laws, contracts and other documents required by applicable law. These documents include: Governance training certificates, financial disclosure of board members, and fingerprints.
2. Updated board members' names, addresses, phone numbers, resumes and financial and conflict of interest disclosure information.
3. Schedule of Board of Director and School Advisory Committee Meetings for the year.

C. Final Budgets, Insurance, School Calendar, Personnel Roster, Curriculum Outline, Food Service and Transportation Plans

1. School shall submit updated budgets.

2. Copy of correct insurance form on the appropriate certificate.
3. School shall submit final school calendar.
4. School shall submit updated personnel roster.
5. School shall submit updated curriculum outline.
4. School shall submit updated food service and transportation plans.

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

ATTEST:

<< >> CHARTER SCHOOL, INC.

By: Diana De Nova

By:

Print:

Title:

Jordan Clark
Jordan Clark
Board of Director Chairperson

ATTEST:

THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA

By: D. Block

By:

Print:

Title:

Bill Sublett
Bill Sublett
Chair, Orange County School Board