

**FOURTH AMENDED AND RESTATED CHARTER BETWEEN
THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA
AND EASTERSEALS NORTHEAST CENTRAL FLORIDA, INC.**

This is the Fourth Amended and Restated Charter (hereinafter referred to as "charter") made and entered into duplicate this 29th day of June, 2018, by and between THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, a political subdivision of the State of Florida and a body corporate pursuant to section 1001.40, F.S., hereinafter referred to as "Sponsor", and EASTERSEALS NORTHEAST CENTRAL FLORIDA, INC., a Florida not for profit corporation organized under the laws of the State of Florida, hereinafter referred to as "School".

This charter for the operation and maintenance of a Florida public charter school is granted by the Sponsor to the School for the maintenance and operation of a Florida public charter school in Volusia County, Florida, to be known as the Easter Seals Charter School. The School is a unit of the School District of Volusia County, Florida, and shall be subject to the supervisory jurisdiction of the Sponsor and accountable to the Sponsor for performance, as provided by law. The School is a Florida public school and shall be subject to the laws of Florida, including but not limited to all applicable laws regarding health, safety and civil rights requirements, all rules of the State Board of Education, and the policies of the Sponsor as described in this agreement, unless otherwise exempted by law. The School shall also adhere to all legal requirements under federal laws and regulations. The School shall be primarily responsible for ensuring compliance with all applicable laws, regulations, rules and policies, and will indemnify and hold the Sponsor harmless for any failure to comply with any applicable law, regulation, rule or policy. The School's application, which was approved by the Sponsor on December 7, 2004, is incorporated by reference as Appendix A. If any provision of this charter is inconsistent with Appendix A, the provision of this charter shall prevail.

I. General Provisions

A. School Mission

The mission of the School is to meet high standards of student achievement by maximizing each student's independence by providing the highest quality education. The purpose of the School is to improve learning and academic achievement by providing classroom instruction and interventions to achieve optimum learning for pre-kindergarten (Pre-K) children with special needs to master developmental objectives, utilizing a variety of service delivery models. The School will provide children and families with broad based services that will enhance the child's emotional, physical, social and cognitive development while extending support to the family.

B. Enrollment Capacity/Limit

For the term of this charter, the School will operate multiple sites. At the site in DeLand West Volusia County, the School will serve up to thirty-two (32) students or as mutually agreed upon by the Sponsor and School. At the site in Daytona Beach, the School will serve up to seventy-seven (77) students. The School shall be authorized to open additional sites in future years as agreed upon by the School and Sponsor and in compliance with the requirements of this charter. The number of students to be served at any site may be increased or decreased with the agreement of both the School and Sponsor. The school may add kindergarten at each Pre-K location, contingent on sponsor's review and approval by amendment to this charter. The number of students to be served shall be mutually agreed upon by Sponsor and School.

II. Academic Design

A. Curriculum Focus/Educational Program

The program at the School will be one that is aligned with the Florida Early Learning and Development Standards: Birth to kindergarten on the standards set aside by the Florida Partnership of School Readiness that integrates all developmental domains of cognitive, social, emotional, physical, and self-help, and is aligned and (cross referenced with the 3 and 4 year olds Early Learning Standards, as well as the Sunshine State Standards for 5 year olds). Related services and educationally relevant therapies, including speech/language therapy, occupational therapy, physical therapy, and behavioral services, that integrate services of teachers, therapists, and behavior specialists will be available on site. On-site pediatric developmental therapy in the speech, occupational, and physical therapy disciplines that integrate services of teachers, therapists, and behavior specialists will be available. The School will utilize Houghton Mifflin Big Day, or another curriculum approved by the Sponsor, as its core curriculum. The instruction of the students will include along with other activities, small group time, large group time and time set aside to strengthen the children's natural interests, capacity for initiative and problem solving skills. The School shall also utilize the Second Step: A Violence Prevention Program or another curricular supplement approved by the Sponsor which is designed to promote character development. The School will use intentional, scaffolded instruction to teach children the basic concepts of literacy, including phonemic awareness, print awareness, oral language and alphabet language. Emergent literacy will be supported through a print rich environment, a team effort that makes literacy part of the daily routine, the exploration of oral language sounds, and an array of accessible writing materials and reasons to write, the early introduction of letters and words as written symbols, and individual plans to support children's learning based on assessments of their literacy development.

B. Instructional Methods and Techniques

(1) The School will meet the needs of its exceptional student population by implementing a modified co-teach ("blended") model which provides opportunities for interaction with typically developing peers. The School will primarily employ an inclusive ("blended") evidence-based delivery model, with other service delivery models offered as mutually agreed upon with the Sponsor. Inclusive services will be delivered on the playground, in the library, classroom, or other natural environments. Physical therapists, occupational therapists, and speech therapists will assist with classroom arrangement to facilitate the independence of students with disabilities with mobility issues or communication challenges. Therapists will provide hands on in-service training for teaching staff in the classroom, on the playground, and in other natural environments. Teachers will plan ample classroom time to allow students opportunities to practice skills and develop knowledge required for independence. Therapists will make on-going appropriate recommendations regarding accommodations, as well as adaptations of instructional materials and adaptive equipment for individual children.

(2) Instructional methods, elements, and settings include:

- **Blended classrooms:**

- Targeted ratio of 1 student with disabilities to 1 student without disabilities,
- 5-9 children with disabilities, with 2 adults and a total class size of 18.

- **Other service delivery models:**

- Targeted ratio as mutually agreed upon by the Sponsor and School
- Small and large group opportunities
- Respectful and positive teacher/staff and student interactions
- Credentialed staff
- Classroom arrangement that promotes independence and learning
- Link to home by providing at least two opportunities a month for parents to participate in their child's classroom activities. Parents will also be offered a library of books, videos, and tapes available for check out.
- Individual Educational Plan (IEP) team meetings conducted in accordance with federal, state and district requirements.
- Parent education activities to build competencies and confidence
- Parent conferences, as needed
- Open house a minimum of one time per year

(3) Innovative learning methods will include, but not be limited to the following:

- Learning environments facilitating inclusion of children with all abilities
- State of the art facilities incorporating assistive technology devices within the

classroom environment

- A literacy curriculum that addresses the literacy gap with intense, individualized instruction using cutting edge research, technology and best teaching practices

III. Standards of Achievement/Academic Accountability

A. Educational Objectives

(1) The main objective of the educational program is to ensure that Pre-K students with disabilities learn in an inclusive environment where the classrooms provide low student-to-teacher ratios, with high quality staff ensuring individual attention to all students each day. Classroom instruction and interventions will be implemented to achieve optimum learning to master developmental objectives. The School's program is based on the standards set aside by the Florida Department of Education's Office of Early Learning and is aligned with Florida Early Learning and Developmental Standards for four-year-olds as well as the adopted State Standards. On site educationally relevant therapy for speech/language, occupational and physical therapy will be provided when prescribed.

(2) The goals for the School will be as follows:

- a. 90% of the students will successfully complete 80% or more of their IEP goals.
- b. 60% of the students with disabilities transitioning from School's program to kindergarten will enter general education kindergarten.

B. Achievement Baseline, Method of Measurement and Performance Standards

(1) The School will measure and monitor student success in the following ways:

- The eligibility of each child will be determined through Child Find and the Volusia County School Pre-K ESE evaluation.
- An initial intake assessment will be done within 30 days using the Battelle Developmental Inventory (BDI).
- An initial parent survey, current Family Support Plan (FSP) or IEP along with the information from the (BDI) will be used to update the student's goals and objectives.
- Goals and objectives will be measured by conducting (BDI) at the beginning and end of the year, through classroom observation, anecdotal notes, and quarterly use of the Schools' in-house quality monitoring control measure.

- (2) The School will assess student performance and obtain data through the following methods:
- a. Within 30 days of enrollment each child will be assessed using the (BDI) for the first time. The (BDI) will be completed at the end of the year. Results will be compared to the initial evaluation to determine student performance growth and need.
 - b. The performance target for students enrolled in the School is for a minimum of 90% of the students to achieve 80% progress toward their own goals.
 - c. Performance goals for the following year will utilize baseline data from the first year.
 - d. For children transitioning from the program to kindergarten, the end of the year (BDI) will be completed and filed in the student's ESE compliance folder.
 - e. The School shall work collaboratively with the Sponsor to establish a means to monitor the successful transition of students with disabilities to general education kindergarten.

C. Methods to Identify Educational Strengths and Weaknesses of Students

The School will use the IEP process to identify the educational strengths and needs of students and to ensure that educational goals and performance standards are being met. Measurement of goals and objectives throughout the year will be accomplished through the use of the identified curriculum-based assessment, and tracked by the classroom teacher through observation, anecdotal notes, as well as the School's in-house quality monitoring control measure. IEP team meetings will include the parent/guardian, teacher, therapists, behavior specialist, and any other appropriate party. These meetings will address the educational strengths and needs of the student and ensure that the strategies employed are meeting the performance standards. Identified needs will be incorporated in IEP development and modifications will be made as appropriate.

D. Statewide Assessment Tests

The School shall comply with all laws and requirements pertaining to the student assessment program and school grading system, should any such program be developed and required for Pre-K students. The Sponsor and/or the School may use data from other comparable Pre-K programs to measure progress.

E. Grading Scale

The School shall measure student success in comparison with the goals set out on the students IEP. The School will issue progress reports to parents every nine weeks. Progress reports will be based on achievement of goals and objectives, and progress attained in the developmental

domains. However, there is no set grading scale required.

IV. Conflict Resolution

It is anticipated that continued open communication between the Sponsor and the School will prevent the need for implementing a conflict resolution procedure. If needed, the Conflict Resolution procedure will be as follows:

Step 1 As a first step, informal discussions will be conducted between representatives of the School and the Sponsor regarding the particular issue in question.

Step 2 If the issue is not resolved at Step 1, written notice will be provided 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. A meeting will then be held between the Charter School Advisory Committee of the School and the appropriate district staff or representative(s) designated by the Superintendent to discuss the issue(s) and any changes in operation, and/or modifications, or amendments to the charter terms and conditions.

Step 3 If the issue is not resolved at Step 2, the next step shall be to request the services of a mediator from the State Board of Education to resolve the conflict.

Step 4 If an issue cannot be resolved at Step 3, either party may invoke the alternative dispute resolution procedure in section 1002.33, Fla. Stat. 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.

V. Admissions Procedures

A. Placement/Students Served, Ages and Grades

(1) The target population includes children with disabilities ages three to five years in geographic areas identified and agreed upon by the Sponsor and the School. The classrooms will align with the Sponsor's feeder pattern in geographical areas where more classroom facilities are needed to respond to ESE Pre-K enrollment needs.

(2) The School will use the Sponsors Pre-K ESE eligibility requirements for enrollment. The process will be as follows:

- Eligibility will be initially established by the student's IEP team which will include a representative from the School.
- A complete tour of the facility and an orientation will be provided for the parents upon request.
- Data shall be obtained from the family, including a birth certificate, and physical and immunization records for registration purposes.

(3) Enrollment and dismissal procedure will be consistent with the Sponsor's policy on Pre-K students with disabilities.

(4) Any child determined eligible will be enrolled pending the submission of proper documentation. Any student applying after enrollment has been maximized will be placed on a waiting list and enrolled consistent the Sponsor's policies.

B. Racial/Ethnic Balance

The School will have a non-discrimination policy and will admit students of any race, color, national and ethnic origin, religion, or gender. The School agrees that it will not discriminate against students with disabilities who are served in Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs; and that it will not violate the anti-discrimination provisions of state law, also known as the Florida Education Equity Act. The School guarantees that its admissions policies shall be nonsectarian. It is expected that the racial/ethnic make-up of the student population will be reflective of the public School age population in Volusia County, Florida. Special efforts, as described in the application approved by the Sponsor, will be made to attract students who are representative of various racial and social-economic backgrounds, as well as English Language Learners (ELL).

C. Code of Conduct/Dismissal

The School will apply all requirements of the Sponsor's Code of Student Conduct and Discipline - School Board Policy 208. All parents will sign a document acknowledging receipt of this policy during the enrollment process. Recognizing the unique needs of pre-kindergarten students with disabilities and realizing that behavior management is an integral part of the needs of this student population, the School will apply the Sponsor's Procedures for Positive Behavioral

Intervention and Support, Appendix G of Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students, in conjunction with the Student Code of Conduct and Discipline.

VI. Support Services

A. Transportation

The School shall meet its obligation to provide student transportation in accordance with state law by contracting with the Sponsor for such services. Parents will be allowed to be the primary source of transportation for students. The Sponsor will work with the School and local public and private transportation providers to ensure the School's transportation obligations are met. The School will follow all federal and state guidelines to ensure access for all students.

For the purpose of student transportation requirements, the attendance zone shall be the schools in the feeder pattern as agreed upon by the Sponsor and the School. This attendance zone shall constitute a "reasonable distance" from the School. The School will provide the Sponsor with any specialized seating equipment that may be necessary under state and/or federal law. The Sponsor shall retain all funding provided for student transportation by the state and/or federal government. The School will consult with the Sponsor to analyze whether the cost of transporting particular students from beyond the "reasonable distance" exceeds the funds received by the Sponsor to transport that particular student. Should the cost of transportation exceed the allocation, the School will pay the first \$10,000 of the excess. The Sponsor will cover the next \$50,000.

Costs incurred beyond the additional \$50,000 would require the authorization of the Superintendent prior to any further district commitment. The School and the Sponsor will review transportation costs quarterly, and the Board of Directors shall adjust the School's budget at the end of the first year if the cost exceeds transportation funding from the state.

Students being transported by the Sponsor must abide by the Sponsor's Code of Student Conduct. The School shall provide supervision of its students when such students are arriving on or waiting for the school bus. Educational and extracurricular field studies must comply with the Sponsor's policy and procedures for such field studies.

B. Security

The School shall meet the same security standards that other schools in the Volusia County School District must meet. The School shall undergo the security certification process mandated by the Sponsor for all other schools operated by the Sponsor.

C. Lunch Program

The School shall be responsible for providing a lunch program that satisfies state and federal requirements. The options available to the School are: (1) the School may provide lunch;

(2) the School may contract with the Sponsor; or, (3) the School may contract with a private provider.

VII. Finances

A. Financial Management

(1) The financial management of the School shall be conducted by an individual(s) with sufficient training and experience to successfully provide all necessary financial services. The School shall provide the Sponsor with a clear description of how financial services will be provided, a delineation of the fiscal responsibilities to be carried out by the individual(s) involved, and the financial policies and practices to be followed by the School, to the extent those policies and practices are not already set out in this charter. The School shall also provide the Sponsor with documentation supporting the professional experience and competence of the individual(s) providing financial services. The School shall also provide the Sponsor's Deputy Superintendent for Financial and Business Services with a description of the internal audit procedures to be followed at the School, and a description of the financial controls that will be in place to ensure that financial resources are properly managed. The School will provide the Sponsor's Deputy Superintendent for Financial and Business Services with updates of these procedures, practices and documentation prior to implementation of the updates.

(2) The basis for funding students enrolled in the School shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Fla. Stat., and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the Sponsor's current operating discretionary millage levy; divided by total funded weighted full-time equivalent students (FTE) in the school district, multiplied by the weighted full-time equivalent students for the School. Should the students or programs at the School meet the eligibility criteria in law, the School shall be entitled to their proportionate share of categorical program funds included in the total funds available in the FEFP.

(3) Total funding shall be recalculated during the year to reflect the revised calculation under FEFP by the state and the actual weighted FTE students reported by the School during the FTE student survey periods. Additionally, funding for the School shall be adjusted during the year as follows:

- a. In the event of a state hold back or a pro-ration which reduces district funding, the School's funding will be reduced proportionately.
- b. In the event that the state cap for weighted FTE for Group 2 programs established by the Legislature results in unfunded weighted FTE for the

district, then the School's funding shall be reduced to reflect its proportional share of any unfunded weighted FTE.

- c. In the event that an FTE audit or any other state or federally required audit of the School results in a loss of funds to the Sponsor, the Sponsor shall then deduct the proportionate amount from the School's funding.

(4) If the Sponsor is providing programs or services to students funded by federal funds, any eligible student enrolled in the School shall be provided federal funds for the same level of service provided students in other schools operated by the Sponsor. Pursuant to 20 U.S.C. 8061 s. 10306, the School shall receive all federal funding for which the School is otherwise eligible, including Title I funding, not later than five months after the School first opens and within five months after any subsequent expansion of enrollment.

(5) Payments shall be issued to the School no later than ten (10) working days after the Sponsor has received a distribution of state or federal funds. If a warrant for payment is not issued within thirty (30) working days of receipt by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of 1% per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) working day period until such time as the warrant is issued. Each payment will be based upon the revenue estimate for the projected enrollment adjusted retroactively for the actual FTE count, and adjusted for prior payments and the Administrative Fee. A worksheet including appropriate calculations will be provided by the Sponsor. The final payment during any year shall be adjusted to reflect the final actual funded weighted FTE membership within the limits established by the School's projection.

(6) The Sponsor shall withhold an administrative fee (the "Administrative Fee") of 5% from public revenues generated by FEFP funding for the School (not including capital outlay funds, federal and state grants, or any other funds unless explicitly provided by law), except when 75 percent or more of the students enrolled in the charter school are students with disabilities, as defined in Chapter 1003.01(3), Florida Statutes to cover administrative costs of the Sponsor in providing certain administrative and educational services to the School. When 75 percent or more of the students enrolled in the charter school are exceptional students, the 5 percent of those available funds shall be calculated based on unweighted full-time equivalent students. These services shall include contract management services, FTE and data reporting, exceptional student education administration, test administration including payment of the costs of state-required or Sponsor required student assessments, processing of teacher certificate data and information services including equal access to student information systems that are used by the Sponsor.

With the exception of the arrangements set out in the charter, the Sponsor will charge an agreed upon amount to the School for other services which the Sponsor and the School agree shall be provided by the Sponsor.

(7) 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 for the purpose of submitting year end reports to the Sponsor. Federal, state, and local funds shall be maintained according to existing mandates and practices.

(8) The School shall provide a monthly financial statement to the Sponsor on or before the 20th day following the close of each month. The financial statement shall be in a form prescribed by the Department of Education. The School also agrees to submit to the Sponsor in a timely manner, the information specified in Section 1010.20, Fla. Stat., Cost Accounting and Reporting for the period July 1st through June 30th in a format specified by the Sponsor.

(9) As of June 30th of each year, the School will submit to and pay for a financial audit of all programs for the year then ended. The School shall provide the Sponsor with unaudited financial statements by July 31. The prior year end audit will be due to the Sponsor's office within ninety (90) days of the end of the School's fiscal year each year, the School's fiscal year ending on June 30, and 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, formatted by revenue source and expenditures, and detailed by function and object. The audited and unaudited annual financial statements must be prepared in accordance with Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Government* or Not-for-Profit guidelines specified by the Sponsor as updated from time to time. The financial audit shall be performed by a qualified Certified Public Accountant and shall be conducted in accordance with Section 218.39, Fla. Stat. 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 shall provide the Sponsor with a copy of the audit and the corresponding responses to any audit findings. Funding for any subsequent year or contract extension, if approved by the Sponsor, shall be contingent upon the receipt and subsequent review of the audit by the Sponsor and/or its representatives. The Sponsor reserves the right to perform additional audits as part of the Sponsor's financial monitoring responsibilities as it deems necessary.

(10) Should an internal audit reveal that the School has a deficit financial position, the auditors shall be required to notify the School's governing board, the Sponsor's Deputy Superintendent for Financial and Business Services, and the Department of Education. The internal auditor shall report such findings in the form of an exit interview with the Executive Director of the School and the Chairman of the School's Board of Directors. A final report shall be provided to the entire Board of Directors of the School, the Sponsor's Deputy Superintendent for Financial and Business Services, and the Department of Education within fourteen (14) working days after the exit interview.

(11) Financial Emergency and Recovery Plan:

- i) If a financial audit conducted by a certified public accountant in accordance with Section 218.39, Florida Statutes, reveals that one or more of the conditions in Section 218.503(1), Florida Statutes, have occurred or will occur if action is not taken to assist the School, the auditor shall notify the governing board of the School, the Sponsor, and the Commissioner of Education within 7 business days after the finding is made.
- ii) If the School is found to be in a state of financial emergency pursuant to Section 218.503(4), Florida Statutes, the School shall file a financial recovery plan pursuant to Section 218.503, Florida Statutes, with the Sponsor and the Commissioner of Education within 30 days after being notified by the Commissioner of Education that a financial recovery plan is needed.
- iii) The governing board shall include the financial recovery plan and the status of its implementation in the annual progress report to the Sponsor which is required under Section 1002.33(9) (k), Florida Statutes.

(12) Expedited Review and Corrective Action Plan:

- i) The School shall be subject to an expedited review by the Sponsor if one of the following occurs:
 - (1) Failure to provide for an audit required by Section 218.39, Florida Statutes.
 - (2) Failure to comply with reporting requirements pursuant to Section 1002.33(9), Florida Statutes.
 - (3) A deteriorating financial condition identified through an annual audit pursuant to Section 218.39(5), Florida Statutes, or a monthly financial statement pursuant to Section 1002.33(9) (g), Florida Statutes. "Deteriorating financial condition" means a circumstance that significantly impairs the ability of the School to generate enough revenue to meet its expenditures without causing the occurrence of a condition described in Section 218.503(1), Florida Statutes.

- (4) Notification pursuant to Section 218.503(2) that one or more of the conditions specified in Section 218.503(1) have occurred or will occur if action is not taken to assist the School.
- ii) The Sponsor shall notify the governing board within 7 business days after one or more of the conditions specified in paragraph (i) occur.
 - iii) The governing board and the Sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within 30 business days after notification is received as provided in paragraph (ii). If the governing board and the Sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.
 - iv) The governing board shall include the corrective action plan and the status of its implementation in the annual progress report to the Sponsor which is required pursuant to Section 1002.33(9) (k), Florida Statutes.
 - v) If the governing board fails to implement the corrective action plan within 1 year after one or more of the conditions specified in paragraph (i) occur, the State Board of Education shall prescribe any steps necessary for the School to comply with state requirements.
 - vi) The chair of the governing board shall annually appear before the State Board of Education and report on the implementation of the State Board of Education's requirements referenced in paragraph (v).
 - vii) The Sponsor may decide not to renew or may terminate this charter if the School fails to correct the deficiencies noted in the corrective action plan within one 1 year after being notified of the deficiencies or exhibits one or more financial emergency conditions specified in Section 218.503, Florida Statutes, for two consecutive years. The School recognizes that under state law, this authority to terminate or not renew the charter does not affect the Sponsor's authority to terminate or not renew a charter pursuant to Section 1002.33(8), Florida Statutes.

(13) The parties agree that the Sponsor, with reasonable notice, may request at any time, that the School provide reports on School operations and student performances. The Sponsor shall have access to the School and all School and student records at any time.

(14) If the School becomes eligible for funds through any capital outlay program for charter schools, the Sponsor shall distribute such funds to the School as is required by law and pursuant to agreement with the Sponsor.

(15) The School shall not charge tuition or fees, except those fees normally charged by other public schools, nor shall the School levy taxes or issue bonds secured by tax revenues.

(16) The School shall be responsible for its own debts and shall not pledge the full faith and credit of the Sponsor for any debt.

(17) The School shall not sell or dispose of any property received from the Sponsor without the written permission of the Sponsor. The School shall adhere to the requirements pertaining to tangible personal property as set forth by the Florida Administrative Code 69I- 73.006, including an annual inventory of tangible personal property. Any tangible personal property owned by the Sponsor and located at the School may be inventoried at any time, without notice. The School shall provide the Sponsor with a copy of all annual tangible personal property inventory audit reports.

(18) Reversion upon Non-Renewal or Termination: In the event the School ceases operation or is dissolved, or this charter is not renewed or is otherwise terminated, any unencumbered public funds from the School shall revert to the Sponsor except for capital outlay funds. Capital outlay funds provided pursuant to Section 1013.62, Florida Statutes, and federal charter school program grant funds that are unencumbered shall revert to the Florida Department of Education. All of the School's property and improvements, furnishings, and equipment purchased with public funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor. Any such item owned by the School shall be presumed to have been purchased with public funds unless the School's accounting records clearly establish that the item was purchased with other funds.

B. Reporting of Students

(1) The School shall submit to the Sponsor an estimate of full-time equivalent students for the succeeding school year by November 15 of the current school year.

(2) The School agrees to report its student enrollment as delineated in the following paragraph to meet the requirements of section 1011.62, Fla. Stat., and in accordance with the definitions in section 1011.61, Fla. Stat. The Sponsor agrees to include the School's enrollment in the Sponsor's report of student enrollment.

(3) In order to facilitate the School's reporting requirements and in order to provide continuous data regarding students attending the School, the School will utilize the Sponsor's electronic data processing system and the Sponsor's procedures, which shall be consistent with Department of Education guidelines regarding the format for such electronic data, for the processing of student enrollment, attendance, FTE collection, and assessment information. The Sponsor will analyze the School's facility and develop a recommended hardware/software solution

which provides the School with limited access to the Sponsor's data processing facility. Computer hardware will be provided to the School at each site at the Sponsor's cost. No hardware or software will be attached to the Sponsor's network without the Sponsor's prior approval. Any violation of this requirement may result in loss of network services. The School shall be responsible for any installation costs for the hardware. The School will be responsible for installation, maintenance and monthly charges for any data lines necessary to provide access to the Sponsor's electronic data reporting system. The School will be responsible for its own basic telephone and fax services.

(4) The Sponsor will also make available training for personnel of the School in the use of applications designated by the Sponsor which are necessary to respond to the requirements of section 1001.11 and 1008.345, Fla. Stat., including the annual report and the state/district required assessment program. The School will have necessary personnel attend workshops and training offered by the Sponsor in regard to reporting enrollment. The Sponsor's support for this function will be included as part of the 5% administrative fee described in this contract. Access by the School to additional data processing applications available through the Sponsor may be negotiated by the parties on a separate fee basis.

VIII. Risk Management

A. ESE Due Process Claims

The School shall be liable for all costs and attorney's fees incurred by the Sponsor in any actions related to violation of Federal and State Statutes regarding the education of students with disabilities. While the Sponsor shall conduct the defense, 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 and shall indemnify the Sponsor for all other costs and damages as is required by this charter.

B. Employee Theft Coverage

Insurance coverage for losses due to employee theft will be retained for all officers, directors and employees of the School who have authority to receive and expend funds on behalf of the School, to the same extent and degree as officers and employees of the Sponsor. Insurance certificates shall name Sponsor as an additional named insured.

C. Indemnification

(1) The School shall indemnify and hold the Sponsor, its members, officers, employees, and agents harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including the costs and attorney's fees for Sponsor's defense, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School, or its employees or other agents in connection with and/or arising out of their services

within the scope of this agreement; (b) the School's material breach of this agreement or the law; (c) any failure by the School to pay its suppliers or any subcontractors; (d) any claim founded upon negligence in supervision of students of the School; (e) any claim of negligence in the hiring, supervision or discipline of any officer, employee or agent of the School; (f) any claim of negligence in supervision as it relates to the obligations of the School under federal law; or (g) any claim of wrongful or negligent acts, actions or omissions on the part of the employees or agents of the School which occur in the performance of any duties within the scope of their office or employment arising out of the issuance of a charter to the School by the Sponsor. The School shall also indemnify, defend, protect and hold the Sponsor harmless against all claims and actions, including costs and attorneys' fees, brought against the Sponsor by reason of any actual or alleged infringement of patent, copyright or other proprietary rights in any material, process, machine or appliance used by the School, its officers, employees or agents. However, the School shall not be obligated to indemnify the Sponsor against claims, damages expenses or liabilities that may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors, or others acting on its behalf other than the School, its directors, officers, employees, subcontractors and suppliers.

(2) The duty to indemnify described in this charter will continue in full force and effect notwithstanding the expiration, non-renewal or termination of the charter with respect to any claim arising out of this charter or the operation of the School for such time as any such claim shall not be barred by any applicable statute of limitation.

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

(4) Should the School enter into any arrangement to borrow or otherwise secure funds as may be authorized by law from a source other than the State of Florida or the Sponsor, the School shall indemnify the Sponsor from any and all liability, including but not limited to costs, attorney's fees and financial responsibility for the payment of the principal or interest. The Sponsor and School agree, and the School shall so notify any lender to the School, that any such loan, bond or other financial agreement is not an obligation of the state or the Sponsor but are obligations solely of the School and are payable solely from the sources of funds pledged by such agreement. The credit or taxing power of the state or the sponsor shall not be pledged and no debts shall be payable out of any moneys except those of the School. In addition, any mortgage entered into by the School shall not exceed the value of the property on which the mortgage is taken out, and shall state that the lender

recognizes the Sponsor's residual rights under the law.

D. Insurance

(1) The School shall obtain and maintain insurance coverage in compliance with the insurance requirements set out in the Sponsor's charter school policy, as amended from time to time. The School shall have the Sponsor listed as an insured on these insurance policies. The insurance obtained by the School shall apply on a primary basis. No funds, assets, insurance or self-insurance of the Sponsor shall be held to answer for the payment of any claims, judgments, charges, costs or obligations of the School unless otherwise agreed to by the Sponsor.

(2) As evidence of compliance with the insurance required by this agreement, the School shall furnish the Sponsor's Deputy Superintendent for Financial and Business Services with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage no later than thirty (30) days before the initial opening day of classes. The evidence of insurance shall provide that the Sponsor be given no less than sixty (60) days written notice prior to cancellation. 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 thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

(3) 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 Sponsor or others. Any remedy provided to the Sponsor 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 subcontractors.

(4) As the School becomes aware of risks that have the potential to lead to claims, the School shall take the steps necessary to reduce the impact on the School. Such steps may include changes in procedures or practices, and the reservation of funds for the anticipated claim.

IX. Facilities

(1) Annual fire, casualty and safety inspections shall be conducted by the appropriate agency, and coordinated with the Sponsor.

(2) The School agrees to use facilities which comply with the Florida Building Code pursuant to Chapter 553, Fla. Stat., except for the State Requirements for Educational Facilities. The School's facilities shall be licensed for childcare and comply with all necessary rules and regulations, standards and laws. The School will provide proof of the appropriate facility certification,

including all certificates that are required by the applicable building codes, to the Sponsor's Executive Director for Facilities Services not later than thirty (30) days prior to occupancy. The School will provide copies of any surveys, inspection reports and plans related to improvements or modifications made to the facility. The School shall also provide copies of licensure and insurance for any contractor or subcontractor that provides services on the site.

X. Human Resources, Teacher Qualifications and Administration Management

A. Employment

(1) The parties to this contract agree that the School shall select its own employees. The School will be a private employer.

(2) The employment practices of the School shall be nonsectarian and will not violate the anti-discrimination provisions of state and federal law.

(3) Terms and conditions of employment shall be determined by the Easter Seals Charter School Board of Directors. Full-time employees will be entitled to receive insurance coverage provided by the School's health insurance program. The School shall provide all evaluation programs required by law for new teachers to receive and maintain certification.

For each center, the School will identify a site-based manager whom, under the direction of the School's principal, will handle the day-to-day operations of the site. The identified site-based managers may not make decisions regarding student IEPs, student placement, teacher or staff evaluation, or the educational program of the School unless the site based manager has a minimum of a bachelor's degree in education or a related field. The principal will develop and follow a schedule that ensures a regular weekly presence at each of the centers for all full school calendar weeks.

B. Teacher and Employee Qualifications

(1) Teachers employed by the School will be properly certified as required by chapter 1012, Fla. Stat., and shall also meet the qualification standards required under the Every Student Succeeds Act (ESSA) and the Individuals with Disabilities Education Act (IDEA). Criteria for hiring all other staff shall be in accordance with their education and/or experience, as considered with the job responsibilities they will be expected to perform and with applicable law, including ESSA and IDEA. The School shall not employ any person who has been terminated or non-renewed by the Sponsor except with the Sponsor's consent. The School shall not employ an individual to provide instructional services or to serve as an education paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by Florida or any other state. The School may not knowingly employ an individual who has resigned from a School District in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school

district with respect to child welfare or safety. The qualifications of teachers will be advertised in the School brochure, at all informational meetings, parent meetings and through any media coverage.

(2) All employees of the School will undergo background screening as required by law and be subjected to drug testing in accordance with the Sponsor's policy, and the results of all fingerprint reports shall be provided to the Sponsor along with reports of drug testing with an organization used or approved by the Sponsor. No person shall be hired without the School having had prior contact with two or more previous employers to review and verify employment history, provided the applicant has had prior employers. The School shall develop and adhere to reasonable personnel practices and requirements in order to ensure the quality of instruction and the safety and security of the students and staff.

(3) The School shall not allow any person who has been convicted of a crime of moral turpitude (whether employed directly by the School or its Board of Directors or by a contractor) to serve in any position requiring or involving direct contact with students. The School shall not allow any person with a criminal conviction to serve in any capacity with the School or its Board of Directors, whether employed directly by the School or its Board of Directors or by a contractor, without the written consent and approval of the School's Board of Directors and the Sponsor. A copy of the written consent and approval shall be immediately delivered to the Sponsor and shall be placed in the employee's personnel file maintained by the School.

(4) Teachers and other employees currently employed by the Sponsor who request leave to be employed by the School shall be granted leave for the term of the charter. For those employees granted leave from the Sponsor to work at the School, the Sponsor will allow years of service earned and unused sick leave at the School to be transferred back to the Sponsor for the purpose of placement on the salary schedule, should the employee become re-employed by the Sponsor. Employees of the School shall be solely under the direction and control of the School, and shall not be acting, while working for the School, as employees of the Sponsor.

(5) The School shall notify the Sponsor within 24 hours regarding the termination of any employee.

XI. Governance Structure

(A) The Easter Seals Charter School is the name of the charter school which is operated by EASTERSEALS NORTHEAST CENTRAL FLORIDA, INC. The School is a non-profit corporation formed and organized under the applicable laws of the State of Florida. The School agrees that it shall not allow its tax-exempt status to be revoked or to lapse. The School shall immediately inform the

Sponsor if its status is questioned or modified by the Internal Revenue Service, and it shall at all times be a Florida non-profit corporation in good standing.

(B) The School will be operated as a private employer pursuant to section 1002.33(12), Fla. Stat. The employees of the School previously employed by the Sponsor have concurred with the decision to be a private employer.

(C) The School has a Board of Directors. The members of the Board of Directors constitute the governing board of the School, and shall manage its activities and affairs. The Board of Directors establishes the policies of the Corporation and the School by majority vote and only members of the Board of Directors are entitled to vote on the business and affairs of the School. The Board of Directors shall annually adopt and maintain an operating budget.

(D) The members of the Board of Directors shall be in accordance with the by-laws of the School. Members of the Board of Directors are selected through a process that is managed by the Governance Committee of the Board of Directors. No member can serve more than two (2) consecutive three (3) year terms without interruption unless he/she is succeeding to the office of chairman, in which case the member can serve an additional one (1) year term. The School will submit the Board members' names, addresses and resumes to the Sponsor. Members of the Board of Directors of the School shall undergo background screening in the manner provided for in section 1012.32, Fla. Stat.

(E) The Board of Directors functions under an approved set of bylaws and has specific roles and responsibilities that have been accepted and approved by the Board of Directors. The affairs of the School are managed by the Board of Directors with the Chairman of the Board of Directors leading the School. The duties and responsibilities of the officers and board members are detailed in the by-laws and in the board's policy book. They meet at least three times per year.

(F) The Principal of the School shall oversee the daily functions of the School. Senior teaching staff will report to the Principal who will report to the President/CEO. The Principal may choose to participate in the Sponsor's meetings for school administrators.

(G) The School has developed an Easter Seals Charter School ad hoc Advisory Committee to ensure that additional perspectives and expertise are available to ensure a quality program. Membership on the advisory committee shall be voluntary.

(H) The School anticipates parental involvement in a number of activities associated with the School. The School has a policy for "Input from Persons Served". At least two (2) parents of children in the School will be asked to serve on the School's ad hoc Advisory Committee. The School shall also conduct periodic parent focus groups. The School will conduct written anonymous surveys with the parents of the students to determine their satisfaction with the School.

Parents will receive regular written communication from the School including fliers, newsletters, notices, reminders, and student progress reports. Parent/teacher conferences will be scheduled regularly. Parent Open House will be held at least once a year.

(I) All records of the School, pertaining to the Charter School except student records and other information specifically excepted by law, shall be maintained as public records subject to the provisions of Chapter 119, Fla. Stat.

(J) All meetings of the School's Board of Directors and Charter School Advisory Committee shall comply with the state's Sunshine Law, as such is set out in Chapter 286, Fla. Stat.

(K) No employee or contractor of the School shall serve on the Board of Directors of the School.

XII. Term

A. Effective Date

This contract shall become effective on July 1, 2018, or upon signing by both parties, whichever date is later and shall remain in effect through and including June 29, 2023.]

B. Renewal/Termination

(1) This charter may be terminated or non-renewed as provided for by sections 1002.33(7)(a) 12 and 1002.33(8), Fla. Stat., as same may from time to time be amended.

(2) This contract may be renewed upon request of the School in increments of five (5) years by mutual agreement of both parties.

(3) This contract may be modified during its initial term or any renewal term upon the approval of both parties to the contract and such modification shall be in writing and executed by the parties.

(4) If the charter is not renewed or is terminated, the School shall be dissolved under the provisions of the law under which the School was organized, and any unencumbered public funds, except for capital outlay funds, from the School shall revert to the Sponsor. Capital outlay funds provided pursuant to section 1013.62 Fla. Stat., that are unencumbered shall revert to the Department of Education. In the event the School is dissolved or is otherwise terminated, all district school board property, and any improvements, furnishings, and equipment purchased with public funds shall automatically revert to the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, school district property and any improvements, furnishings and equipment purchased with public funds, or financial or other records pertaining to the School, which are in the possession of any person, entity or holding

company other than the School, shall be held in trust upon the Sponsor's request until any appeal status is resolved.

(5) If this charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The Sponsor may not assume the debt from any contract for services made between the governing body of the School and a third party, except for a debt that is previously detailed and agreed upon by both the Sponsor and the governing body of the School and that may not reasonably be assumed to have been satisfied by the School.

XIII. Venue

The venue for any administrative or legal proceeding arising out of the charter, related thereto or involving the enforcement thereof shall be in Volusia County, Florida.

XIV. Requirements

The School agrees to adhere to a policy of non-discrimination in educational program/activities and employment and strive affirmatively to provide equal opportunity for all, including 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) Veterans are provided reemployment rights in accordance with P.L. 93-508 (Federal Law) and Section 295.07 (Fla. Stat.), which stipulate categorical preferences for employment.

XV. Annual Report

The School shall make annual progress reports to the Sponsor, which upon verification shall be forwarded to the Secretary of Education, at the same time as other annual school accountability reports. The report shall contain at least the following information:

- (A) The School's progress towards achieving the goals outlined in this charter;
- (B) The information required in the annual school report pursuant to sections 1001.11 & 1008.345, Fla. Stat.;
- (C) Financial records of the School, including revenues and expenditures.
- (D) Salary and benefit levels of the School's employees.

XVI. Exceptional Student Education (ESE) and English for Speakers of Other Languages (ESOL)

- (A) All eligible students at the School will be provided with programs implemented in accordance with federal, state and local laws, regulations, rules, policies, and procedures, including but not limited to: Individuals with Disabilities Education Act (IDEA); Every Child Succeeds Act (ESSA); Section 504 of the Rehabilitation Act of 1973; sections 1000.05 and 1001.42 Fla. Stat., Chapter 6A-6 of the Florida Administrative Code; and 34 C.F.R. Parts 104 and 300; the Sponsor's Exceptional Student Education Special Policies and Procedures; applicable sections of the Sponsor's Student Progression Plan Policy; and the Code of Student Conduct and Discipline sections relating to students with disabilities. These laws and regulations together with other applicable federal laws and regulations and state law and administrative rules govern both the educational and related services to be provided to the students. Such services include but are not limited to: a non-discriminatory policy regarding placement, assessment, identification and selection; free appropriate public education (FAPE), consisting of both educational and related services; and individual educational plans to include such IEP meetings with the student's parents as are required or necessary.
- (B) Utilizing the Sponsor's electronic IEP system and process, parents of students with disabilities will be afforded notice and an explanation of required procedural safeguards in their native language, to include the areas of notice and consent, independent educational evaluation, confidentiality of student records, due process hearings and surrogate parents. Notice of procedural safeguards will be provided by the School in the form and manner prescribed by the Florida

Department of Education through Florida Administrative Code 6A-6.03311 and such directives and technical assistance papers as may be issued by the Florida Department of Education.

(C) Individual educational plans, as required, and functional assessments/behavior plans as necessary or appropriate will be developed for each student by the IEP team in accordance with the Sponsor's Special Policies and Procedures. In accordance with IDEA, a compliance monitor (District Placement Specialist) from the Sponsor will provide guidance in compliance with applicable laws, regulations, rules, and policies regarding the development and/or revision of a student's IEP, proposals to change the educational placement of a student, or proposals to qualify a student for, or dismiss a student from an exceptional student educational program. The Sponsor will serve as the Local Education Agency (LEA) at all eligibility/ineligibility staffings and initial IEP meetings for all students. The scheduling of all such eligibility/ineligibility staffings and IEP meetings shall be coordinated with the Sponsor's designated ESE representative for the School. The IEP team will review the student's IEP at least once per year with a parent/guardian unless otherwise required by law. A matrix must be reviewed at every IEP meeting reflecting current services from information located in the student's IEP. If the services change as a result of the IEP team decision, a new matrix must be completed. The IEP, and not the matrix of services document, determines exceptional student education services the student will receive. The services identified on the IEP and subsequently checked on the matrix must be based on the individual needs resulting from the student's disability and may not simply reflect services offered to all students in a particular class or program. A change in a matrix cost factor will require participation by a District Placement Specialist from the Sponsor.

(D) Students requiring speech, language, physical or occupational therapy, vision or hearing services, hospital/homebound or other specialized services identified on the IEP will be provided such services by the School in accordance with the applicable laws and rules governing education of students with disabilities.

(E) The School shall have proportionate access to evaluation services from staffing/placement specialists, school psychologists and social workers employed by the Sponsor, as well as technical assistance on ESE issues, including assistance from the Sponsor's assistive, adaptive technology team. Any other ESE services provided by the Sponsor must be mutually agreed upon by the Sponsor and the School, including the cost to the School. The School will use the forms developed and approved by the Sponsor for ESE.

(F) The School will provide instruction for ESOL qualified students as required by law. The School will meet the requirements of the LULAC, et al. v. State Board of Education Consent Decree, including but not limited to, all in-service requirements for teachers and the state rules

regarding ESOL requirements. The School will use all Sponsor developed and approved forms and procedures with regard to ESOL.

XVII. Records Retention

(A) The School will maintain both active and archival records for current/former students in accordance with federal and state laws and regulations. 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 Volusia County and shall be open to public inspection as may be required by law.

(B) All student records will be maintained in strict compliance with the requirements of section 1002.22, Fla. Stat., the federal Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; and all other applicable federal and state laws and regulations. Students' records will be transferred to the appropriate school if a student withdraws to return to a non-charter school operated by the Sponsor or to another school system. The School may retain copies of the departing students' academic records created during the students' attendance at the School. All permanent records of students leaving the School, whether by transfer to another Volusia County public school, or withdrawal to attend a private school or another school system, will be transferred to the Sponsor. The School shall maintain pupil attendance records in the manner specified in Rule 6A-1.044, Florida Administrative Code.

(C) An annual report from the School will be transmitted to the Sponsor's Department of Records and Forms Management (or department in charge) listing all students enrolled during the school year, and the disposition of each student's permanent records, i.e., stored on site, transmitted to the Sponsor or other disposition if appropriate. This report shall be transmitted each year prior to July 1.

XVIII. Additional Contract Terms

(A) The Sponsor agrees to place the School on the Sponsor's inter-school mail route in order to facilitate communications and to allow the School a single account with access deemed appropriate by the Sponsor to, and place on, any internal electronic communications systems. The School shall be responsible for any additional hardware, software and/or phone lines necessary to provide this access. Access to these internal communications systems is limited to communications between the School and the Sponsor unless otherwise mutually agreed upon.

(B) The Sponsor agrees to request of its staff members to send all memos and other notices regarding curriculum, staff development, performances and other events open to public school students and any other information that is necessary for the School to complete all reports required

by the Sponsor, state, or other person/organization in an effective and timely manner. The faculty and support staff at the School will have access to all staff development training offered by the Sponsor on a space available basis.

(C) The Sponsor agrees to provide access for the School to all information related to individual student records prior to or at enrollment including student academic performance, attendance, and disciplinary records as would commonly be available to a public school in Volusia County and in accordance with law.

(D) The School will comply with the requirements of section 1003.54, Fla. Stat. in regard to procedures involving parent notification, documentation of eligibility, and retention of records. The School will also participate in the Sponsor's compliance monitoring for dropout prevention programs.

(E) The School will have access to the Sponsor's email.

(F) The School will participate in the Sponsor's SACS District Accreditation initiative, and will be included in the annual review cycle.

(G) Should any of the employee titles used in this charter change, then the Sponsor shall notify the School of the appropriate position that will be fulfilling the responsibilities assigned to the original position under this charter, and the School shall forward the appropriate information and reports as required under this charter to that designated position.

(H) Nothing in this charter shall be interpreted or relied upon by the School, or any third party, to conflict with any federal or state law or rule. In the event such a conflict should arise due to subsequent amendment to federal or state law, the amended federal or state law or rule shall prevail.

(I) This fourth amended and restated charter hereby replaces and supersedes the initial charter approved by the School Board on May 24, 2005 and all subsequent amended and restated charters.

XIX. Severability

If any word, phrase, sentence, paragraph or provision of this charter shall be deemed illegal or void as against public policy, same shall not operate to invalidate the whole if same may be deleted without impairing the validity or intent of the whole agreement.

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

EASTERSEALS NORTHEAST CENTRAL FLORIDA, INC.

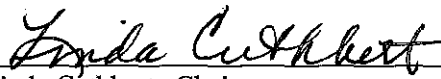
BY:


Kelly Parsons Kwiatek, Chairman of the Board of Directors

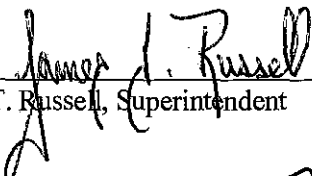

Beverly Johnson, President/CEO

THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

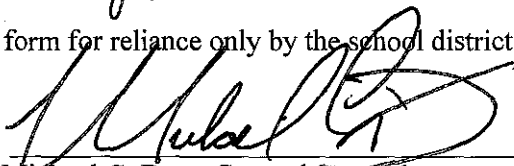
BY:


Linda Cuthbert, Chairman

ATTEST:


James T. Russell, Superintendent

Approved as to form for reliance only by the school district:


Michael G. Dyer, General Counsel