

GALILEO CHARTER SCHOOL
CHARTER SCHOOL CONTRACT

GENERAL PROVISIONS

THIS CHARTER SCHOOL CONTRACT (the "Charter"), entered into this 25 th day of January, 2011, by and between The School Board of Seminole County, Florida, a body corporate operating and existing under the Laws of the State of Florida, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127 (hereinafter referred to as the "Sponsor") and The Galileo School Foundation, Inc., whose corporate address is 10323 Taraby Court, Orlando, Florida 32817-3292 (hereinafter referred to as the "School") for the operation of a charter school in Seminole County, Florida to be known as Galileo School For Gifted Learning.

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Fla. Stat. to grant a charter to operate a charter school within the school district to a non-profit organization;

WHEREAS, the School is a Florida not-for-profit corporation and desires to operate a charter school within the sponsor's school district for the purposes set forth in the School's charter school application submitted August 1, 2010, which is attached hereto as Attachment 1 and incorporated herein by reference;

WHEREAS, the School is approved by the Sponsor to provide educational services in accordance with the terms of a charter school contract; and

WHEREAS, it is the intent of the parties that this Charter School Contract serve as the Charter for the operation of the School.

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the parties agree as follows:

ARTICLE 1.0
GENERAL PROVISIONS:

- 1.1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference
- 1.2. Application: The School's August 1, 2010 application, and any amendments thereto, to operate a charter school named Galileo School for Gifted Learning, which was approved for operation as a school serving students in grades K-5, is adopted by reference as if it were more fully set out herein. If any provision of this Charter is inconsistent with the August 1, 2010 application, the provision of this Charter shall prevail.
- 1.3. Term and Effective date: This Charter shall become effective upon the signing by both

parties and shall cover a term of five (5) years commencing on July 1, 2011 and ending on June 30, 2016, except as otherwise provided in this Charter.

1.4. Instructional Calendar: The School's initial instructional calendar shall comply with § 1002.33(6)5, Fla. Stat. Thereafter the school's instructional calendar shall be consistent with Sponsor's public school instructional calendar, as to start of school, end of school, and school holidays for each year of this Charter. This provision, however, shall not preclude the School from providing instructional services to students at times in addition to those provided by Sponsor in its schools, i.e. longer instructional day and summer instruction.

1.5. Timetable: The timetable for implementation of this Charter is as follows:

August 1, 2010	Charter application was received
October 12, 2010	Sponsor's approval of Charter application
January 25, 2011	Public Hearing on Charter Agreement.

1.6. Facility Requirement: In order to operate a Charter School for the 2011-12 school year, the School shall have made final arrangements for a facility site no later than four weeks before the first day of school which is August 15, 2011, and the School shall, by that date, have approval from the authority in whose jurisdiction the facility is located, pursuant to Section 1002.33(18), Fla. Stat.. Operation of the School for the 2011-12 school year shall be contingent on facility approval no later than four weeks before the first day of school. If the School has not secured site approval by that date, then the school's first year under this Charter shall be solely for planning and development and the school shall not enroll any students or receive any funding from the sponsor for 2011-12, except as available for planning purposes via the United States Department of Education Public Schools Charter Program (PSCP). If the school does not open for the 2011-12 school year, this Charter Agreement will automatically terminate and the school must reapply for operation as a charter school.

1.7. Renewal: After the initial term of this Charter pursuant to 1.3, this Charter may be renewed by mutual written agreement of the parties, pursuant to Florida law. If the School desires to renew the Charter, it shall submit an application at least 120 days before expiration of the term of this charter. The application must include written documentation showing how each of the criteria in Section 1002.33(7)(a) have been met and verifying that none of the causes for termination established in paragraph 1.9 of this charter exist. If the School does not desire to renew the Charter, it shall provide written notice of such to Sponsor at least 120 days before expiration.

1.8. Modifications: This Charter may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing, approved as required by law, and executed by both parties.

1.9. Non-Renewal: At the end of the term of the Charter, in accordance with procedures relating to non-renewal found in Sections 1.10 et seq. the Sponsor may choose not to renew the School's Charter for any of the following reasons: (a) a failure by the School to meet the

requirements for student performance stated in this Charter; or failure to accomplish the purposes of a charter school stated in Section 1002.33, Fla. Stat.; (b) failure to participate in the State's education accountability system created in Section 1008.31, Fla. Stat.; (c) failure by the School to meet generally accepted standards of fiscal management; (d) violation of law by the School; (e) violation of this Charter or § 1002.33 (12) Fla. Stat.; (f) a finding by the School Board that the health, safety or welfare of the student(s) is threatened; (g) failure to correct deficiencies noted in a corrective action plan within one year of notice of the deficiency; (h) exhibiting one or more financial emergency conditions as specified in s.218.503 F.S. for two consecutive years; or (i) any other good cause.

1.10. Procedures for non-renewal or termination by the Sponsor: Termination during the term of the Charter or non-renewal of the Charter, shall be permitted in accordance with the procedure below.

(a) Grounds: During the term of the Charter, the Sponsor may terminate the Charter for any of the grounds listed in 1.9 (a)-(i) above in accordance with the process and notice provisions required by Section 1002.33, Fla. Stat.. This Charter may be terminated immediately without any right to hearing or appeal if the Sponsor determines that good cause has been shown or if the health, safety or welfare of the students is threatened or impaired. The Sponsor shall assume the operation of the School under these circumstances, for a period of time as determined solely and exclusively by the Sponsor.

(b) Notice from Sponsor; Appeal: Except when terminated immediately pursuant to paragraph 1.10(a) above, the Sponsor shall provide written notification to the School of a proposed non-renewal or termination of this Charter at least 90 days prior to the proposed action. The notice shall state in reasonable detail the grounds for the proposed action and provide that the School's governing body may, within 14 calendar 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 from the School's governing body. If, after such hearing, the Sponsor decides to non-renew or terminate the Charter, it shall provide written notice of such to School within 10 days articulating the reasons for its decision. The School's governing body may, within 30 days after receiving the Sponsor's decision to either terminate or to not renew the Charter, appeal the decision to the State Board of Education pursuant to the procedure established in Section 1002.33(6), Fla. Stat..

1.11. Notice from School: If the School intends not to renew its charter, the School shall notify the Sponsor in writing at least 120 days prior to the expiration of the Charter. The School also agrees to notify the Sponsor 120 days in advance of any intent to terminate.

1.12. Records: Upon termination or expiration of this Charter, the School agrees to deliver all school records and student records to the Sponsor's Information Services Department or as otherwise directed immediately and without delay.

1.13. Debts: If this Charter is not renewed or is terminated, the Charter School shall be responsible for all the debts of the School, including any debts related to real property acquisition

or lease. The Sponsor will not assume the debt from any contracts for services made between the governing body of the School and third party, except for a debt that is previously detailed and agreed upon by both the Sponsor and the governing body of the School.

1.14. Expedited Review: The School shall be subject to the expedited review if it: (a) Fails to provide for an annual audit; (b) Fails to provide the monthly or annual financial report; (c) is shown by the monthly financial statement or annual audit to have a deteriorating financial condition as defined by §1002.33, F.S.; or (d) Is in a state of financial emergency as defined in §218.503 F.S.

1.15. Expedited review requirements: If notified it is in a state of expedited review, the School shall; (a) submit a corrective action plan to the sponsor within 15 business days of notification; (b) submit a financial recovery plan to the sponsor within 30 business days of notification as required by paragraph 4.7, in the event the expedited review is imposed due to a financial emergency condition; (c) submit any and all documents, reports, and information reasonably requested by the sponsor to determine the cause of and assist in remedying the condition resulting in the need for expedited review; and (d) submit to an audit by sponsor staff of any and all records reasonably requested by sponsor for the purposes described in the previous paragraph.

1.16. Statutory Requirements: The Parties will comply with Section 1002.33, Fla. Stat., and any regulations adopted by the State Board of Education or other state agency, or amendments thereto, pertaining to charter schools, and all applicable federal, state and local laws pertaining to civil rights and student health, safety and welfare.

1.17. Public Records: The School shall comply with the provisions of Chapter 119, Fla. Stat., in all of its financial, business and membership matters. All of the School's records, except personally identifiable student records, and other records specifically exempted shall be public records and subject to the provisions of Chapter 119, Fla. Stat., including those relating to records retention. School shall maintain its own e-mail and electronic document archives to comply with public records laws.

1.18. Public Meetings: All meetings of the School's Governing Body and School Advisory Council, and advisory committees to the Governing Board, shall be open to the public and properly noticed pursuant to Section 286.011, Fla. Stat., relating to public meetings. As to all meetings of the School for which minutes are required pursuant to Florida law, a copy of such minutes shall be provided by the School to the Sponsor upon request.

1.19. Dispute Resolution: Subject to the applicable provisions of Section 1002.33, Fla. Stat., as amended from time to time, all disagreements and disputes relating to or arising out of the Charter which the Parties are unable to resolve informally, may be resolved according to the following dispute resolution process.

(a) The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem and explain reasons for the proposed action.

(b) The other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

(c) If the parties are unable to reach agreement, they will commence action in accordance with the guidelines stipulated in Section 1002.33(6)(i), Fla. Stat..

(d) Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

(e) If all efforts at agreement within a reasonable time are unsuccessful, the parties will have recourse to their available legal remedies.

ARTICLE 2.0 STUDENTS

2.1. Community: The community to be served by this Charter is defined in attachment 1.

2.2. Racial/Ethnic Balance: The School agrees that it shall develop and implement strategies to achieve a racial/ethnic balance reflective of the community it serves.

2.3. Non-Discrimination: The School agrees that it will not discriminate against students with disabilities who are served in the Exceptional Student Education (ESE) programs and students who are served in English for Speakers of Other Languages (ESOL) programs. School agrees it shall not discriminate in employment or any educational program or activity based on race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, disability if otherwise qualified or any other unlawful factor. The School will not deny admission to, nor withdraw, a disabled student based on a finding that the student needs a service delivery model not presently in existence at the School. The School will include non-discrimination statements and statements of inclusion in any application form or promotional literature and on the School website.

2.4. Non-Sectarian: The School shall guarantee that its admissions policies are nonsectarian. Students with Disabilities: Students with disabilities who are enrolled in the School shall be provided with programs implemented in accordance with federal and state laws and local policies and procedures, specifically: the Individuals with Disabilities Education Improvement Act (IDEIA); Section 504 of the Rehabilitation Act of 1973; Sections 1000.05 and 1001.42(4)(1), Fla. Stat.; Chapter 6A-6 of the Florida Administrative Code; the Sponsor's Special Programs and Procedures document; School Board Policies relating to "Least Restrictive Environment," "Nondiscrimination on Basis of Disability," "Discipline of Disabled Students," and sections of the Sponsor's Student Progression Plan and Code of Student Conduct dealing with students with disabilities. The School will access training opportunities provided by the

Sponsor to ensure compliance with the IDEIA.

2.5. Non-Discrimination: The School shall adopt and implement a non-discriminatory policy regarding placement, assessment, identification, selection, and admission of disabled students. The School will not request a copy of a student's Individual Education Plan (IEP) nor any other student information from the parent or any other source prior to the student's completion of the student data system or school records. The School's enrollment application will not include questions concerning a student's IEP or need for special services. Upon receiving the application for enrollment of a student with a disability, the School will convene a meeting with individuals knowledgeable about the student to evaluate the student's individual needs and determine whether the student can be provided a free, appropriate public education by the School, including a designated representative of the Sponsor. The School will contact and consult the Seminole County School District Staff when it believes it may not be able to meet the needs of a disabled student. Such students will be referred for enrollment at a Seminole County District School only when School and District Staff agree the student's educational needs cannot be met at the school. A seat will be held at the School and Sponsor's school for the applying student until a determination regarding the ability of the School to meet the student's needs is made.

2.6. Free Appropriate Public Education (FAPE): The School shall provide a FAPE to each exceptional student enrolled in the School. The School will provide related aids and services to disabled students to the extent required to ensure provision of a free, appropriate public education.

2.7. Individual Education Plans (IEPs) and Education Plans (EPs): The School will utilize all of the Sponsor's forms and procedures related to pre-referral activities, referral, evaluation and re-evaluation for ESE eligibility, IEP and/ or EP development, and placement. The School will schedule and conduct an IEP and/or EP_ meeting with the students' families at mutually agreeable times for each eligible exceptional student enrolled in the School. The Sponsor will be invited to participate in the IEPand/or EP meetings.

2.8. Local Education Agency (LEA): The School will serve as the LEA at all IEP and/or EP meetings for all students. The Sponsor will serve as the LEA at all eligibility staffings.

2.9. Least Restrictive Environment: The School will provide a continuum of educational placements available to students with disabilities. Students with disabilities enrolled in the School 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 (mainstream) cannot be achieved satisfactorily.

Cooperation: School staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities.

2.10. Procedural Safeguards: Parents of students shall be afforded notice of procedural safeguards pursuant to Fla. Admin. Code R. 6A-6.03313 (gifted) and/or Fla. Admin. Code R. 6 A-6.03311(students with a disability). The School will provide legal representation for any

administrative or court proceedings regarding the educational program or placement afforded ESE students attending or admitted to the School, including, but not limited to mediation, due process hearings, proceedings brought pursuant to 20 U.S.C. § 1415 or § 1003.57, Fla. Stat. and applicable federal or state administrative regulations, other court actions, or formal complaint to either the Florida Department of Education or the U.S. Department of Education.

2.11. Students Subject to § 504 of the Rehabilitation Act 1973: The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity pursuant to the implementing regulations set forth at 34 U.S.C. Part * The School shall prepare a 504 Accommodation Plan for all such students as required by law.

2.12. Federal and State Reports: Unless otherwise exempted by Chapter 1002, Fla. Stat., the School will complete federal and state reports in accordance with the timelines and specifications of the Sponsor and the Florida Department of Education. Failure to comply with this provision shall be considered good cause for termination or non-renewal of this Charter.

2.13. ESOL Students: Students enrolled at the School who are of limited proficiency in English will be provided with primary instruction in English by personnel who either (a) hold a currently-valid State of Florida educator's certificate showing the ESOL subject area or the ESOL endorsement; or (b) hold a currently-valid State of Florida educator's certificate in another area of certification, have been approved by the School's Board of Directors to teach in this capacity, and who complete the required in-service training in ESOL (a minimum of 60 hours each school year assigned to teach an LEP student until the ESOL endorsement is added) as provided by the District in compliance with the LULAC, et al. v. State Board of Education Consent Decree. The School will meet the requirements of the Consent Decree entered in LULAC, et al. v. State Board of Education and related rules of the State Board of Education in Chapter 6A-6. The School will comply with the Sponsor LEP plan in identifying ESOL students and provision of ESOL services.

2.14. Enrollment Process: The School agrees to enroll an eligible student by accepting a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building as set forth in Attachment 1. In such case, all applicants shall have an equal chance of being admitted through a random selection process. Preference may be given to siblings of students enrolled in the School, children of founding Board members, and children of employees of the School. By August 1 of each year, School will provide Sponsor a list of all applicants for enrollment. The list will note those students who were denied admission and include a detailed explanation for the denial. The list will also identify each applicant with a disability and specify the category of disability and how the school evaluated whether their program was an appropriate placement option. The school agrees to hold a minimum of one seat at each grade level for the District to offer a choice under the District's Adequate Yearly Progress Choice Plan. Students assigned under this plan will be allowed to continue in the school until the law ceases or the student completes the highest grade offered at the school. The District will provide transportation for any child enrolled in this plan who would not qualify for transportation under the school's transportation plan, if required to do so by Florida or Federal

Law. The School shall not enroll any student assigned to an Alternative Learning Center.

2.15. Enrollment – Health, Safety and Welfare: Enrollment is subject to compliance with the provisions of Section 1003.22, Fla. Stat., concerning school entry health examinations and immunizations.

2.14. Discipline: The School agrees to maintain a safe learning environment at all times. The School shall comply with Florida state law and the School's Code of Student Conduct. The School will adopt and implement the Sponsor's Code of Student Conduct. The School may not dismiss an otherwise qualified student from attendance except for causes for expulsion as contained in the Sponsor's Code of Student Conduct and in accordance with the School's dismissal process. If the School is considering removal of a student from attendance, the School will inform the Sponsor of its intention and share information concerning the basis for considering removal. If the student's actions lead to recommendation for assignment to an alternative school or expulsion from Seminole County Public Schools, School will cooperate in providing information and testimony needed in any legal proceeding. Students will be assigned to an alternative school only through the process established by Seminole County School Board Policy, and will be expelled from Seminole County Public School only if approved by the School Board. Students with disabilities will be disciplined only in accordance with requirements of the § 1003.57, Fla. Stat. and Fla. Admin. Code R. 6A-6.03312 and § 540 of the Rehabilitation Act of 1973 and implementing regulations set forth at 34 U.S.C. Part *. The School may not adopt any rules less restrictive than the Sponsor's Code of Student Conduct. To the extent that the School adopts any student conduct rules more stringent than the Sponsor's Code of Student Conduct, the School will provide copies of such regulations to the Sponsor prior to adoption.

2.15. Number of Students and Grades Served: The School shall serve up to the number of students as set forth in Attachment 1 and paragraph 2.1 and subsequent amendments to this Charter. The School shall comply with the Class Size Reduction Amendment and such other requirements imposed on Florida Charter Schools by Statute or the Department of Education. The School shall comply with all class size reduction reporting requirements imposed by the Department of Education on the Sponsor.

2.16. Records: The School shall maintain all records on enrolled students and shall provide parents with copies of such records as requested. Student cumulative folders will be maintained as specified by the Sponsor and transferred immediately in proper condition when requested by the Sponsor. The Sponsor has the right, with reasonable notice, to review any documentation maintained by the School.

ARTICLE 3.0
ACADEMIC ACCOUNTABILITY

3.1. Educational Program Goals: The School agrees to implement its educational and related programs as specified in Attachment 1. The School shall meet the following objectives as required by Section 1002.33, Fla. Stat.: (a) improve student learning; (b) increase learning opportunities for all students with a special emphasis on gifted students; (c) encourage the use of innovative learning methods; (d) require the measurement of learning outcomes.

3.2. Policy and guiding principles: The School further agrees that its programs and operations shall be nonsectarian. The Sponsor shall ensure that the School is innovative and consistent with the state educational goals established by Section 1000.02, Fla. Stat.

3.3. Reading Curriculum: The Charter shall ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. The curriculum and instructional strategies for reading must be consistent with the Sunshine State Standards and grounded in scientifically-based reading research.

3.4. Achievement Measurement: The School agrees to implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been identified in Attachment 1, or as otherwise provided by state law.

3.5. Student Assessment: The methods to be used to identify educational strengths and needs of students and the educational goals and performance standards are set forth in Attachment 1. Accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessments.

3.6. Assessment Programs: Students in the School will participate in an assessment program that mirrors the countywide assessment of the Sponsor's public school students enrolled in comparable grades/schools, including assessments required of the public schools by the Florida Department of Education. To facilitate this participation, the Sponsor will provide consultation by its applicable district staff and those services/support activities which are routinely provided to the Sponsor's staff regarding implementation of district and state-required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The School shall be responsible for giving the tests to its students and adhering to procedures published for each test. The School agrees that its students will be assessed within the timeframe for the other public schools in the Sponsor's district.

3.7. Sponsor Access to Data: The School agrees to allow the Sponsor reasonable access to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met.

3.8. Records and Grading Procedures: The School shall utilize a records and grading

procedure that is compatible with the Sponsor's current records, grading procedures, and student information system. Further, (a) the School shall maintain both active and archival records for current/former students in accordance with Section 1002.22, Fla. Stat.; (b) a copy of all permanent (Category A) records of students leaving the School, and transferring to the regular public school system, or withdrawing to attend another school, shall be promptly transferred and delivered by the School to the receiving school. Original records shall be maintained by the School and records of graduating students shall be transferred to the Sponsors Information Services Department. (c) Original records of student progress (Category B) shall be promptly transferred to Sponsor or Sponsor's school if a student withdraws to return to the Sponsor's school system or enrolls in another public or non-public school. The School may retain copies of the withdrawing student's academic records created during the student's attendance at the School but shall otherwise deliver original records of a withdrawing student to the Sponsor.

3.9. Progress Monitoring: Section 1002.33(5)(b), Fla. Stat., requires the Sponsor to monitor and review the progress of the School towards the goals established for the School.

3.10. Annual Progress Reports: The School shall make annual progress reports to the Sponsor which, upon verification, shall be forwarded to the Commissioner of Education, at the same time as other annual school accountability reports are submitted. The School's annual progress report shall be submitted to the Sponsor no later than August 20, each year for the immediately preceding school year. The report shall contain at least the following items: (a) The School's progress toward achieving the goals outlined in its application, including but not limited to: (1) learning gains of individual students as measured by FCAT (Florida Comprehensive Assessment Test) scores; (2) Learning gains of the School's population as measured against a comparable District school population; (3) learning gains of the School's population measured against a comparable student population. Sponsor and School will agree on a comparable school population for comparison purposes; (b.) student achievement performance data, including the information required in the annual public school accountability report and the education accountability system, pursuant to Sections 1008.31 and 1008.345, Fla. Stat.. The School shall identify reasons for any difference between projected and actual student performance; (c) financial status of the 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; (d) documentation of the facilities in current use and any planned facilities for use by the School for instruction of students, administrative functions, or investment purposes; (e) descriptive information about the School's personnel, including salary and benefit levels of School 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; (f) school's plan for providing accelerated instruction to students who score in levels one and two on the FCAT; (g) a description of innovative learning methods used by the school to achieve academic goals and (h) a statement describing the status of implementation of any corrective action plan or financial recovery plan.

3.11. Student Assessment Data Reporting: The School shall provide student assessment data, as required by s.1002.33 F.S. to each parent of a student at the charter school, the parent of a

student on a waiting list for the charter school, the sponsor, and the Governing Board of the charter school. Such information shall also be posted on the charter school's Web site.

3.12. Accountability:

(a) the School shall participate in the State education accountability system;

(b) in the event School receives a "D" school grade, its representative shall appear before Sponsor to present information concerning noted deficiencies and its plan for correction of the deficiencies.

(c.) If the School receives a school grade of "D" for two consecutive years or an "F", the School shall submit a school improvement plan designed to raise student achievement to the Sponsor for approval;

(d) if School fails to improve its student performance for the first year of implementation of the school improvement plan referenced in subparagraph (b.), Sponsor shall place School on probation and School shall take one of the following actions as decided by Sponsor: (1) contract for the educational services of the Charter School; (2) reorganize the School at the end of the school year under a new director or principal who is authorized to hire new staff and implement a plan that addresses the causes of inadequate progress; or (3) reconstitute the Charter School.

3.13. Probation: As long as it remains on probation, School shall appear before Sponsor annually to present information concerning corrective strategies.

ARTICLE 4.0
FINANCIAL ACCOUNTABILITY

4.1. Revenue: The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's district. The basis for the funding 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 district current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district, multiplied by the WFTE of the School.

4.2. Authorized Enrollment: The initial enrollment of the School shall not exceed 152 students. The School's reported F.T.E. projection shall be consistent with its authorized enrollment. Thereafter, the Schools authorized enrollment and F.T.E. projection shall be determined in accordance with the procedure followed by Sponsor for the determination of projected enrollment for each of its schools.

4.3. Distribution of Funds: Sponsor shall make every effort to ensure that the School receives timely and efficient distribution of funds. The Sponsor shall advance operating funds bi-monthly

based upon the projected full time equivalent student membership of the School until the Fall survey. Subsequent payments shall be adjusted to reflect actual full time equivalent student enrollment, but not to exceed the projected FTE. Charter School Capital Outlay funds for which the School may be eligible will be remitted to the School within 10 working days of the receipt of such funds by the Sponsor. The Sponsor's payment to the School shall be issued not later than 10 working days after the Sponsor receives state or federal funds. If a warrant for payment is not issued within 10 working days after receipt of funding by the Sponsor and receipt of an annual projection or documentation supporting an adjustment based on a decrease in WFTE count from the School, the Sponsor shall pay to the school, in addition to the amount of the scheduled disbursement, interest at the rate of 1 percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the 10-day period until such time as the warrant is issued.

4.4. Distributions: The annual projection and the results of the full-time equivalent student membership surveys will be used in determining the amount of funds distributed to the school. The School shall report its student enrollment to the Sponsor as required by Section 1011.62, Fla. Stat., and the definitions set forth in Section 1011.61, Fla. Stat., in a manner consistent with District and State reporting requirements.

4.5. Administrative Fee: The Sponsor shall retain an administrative fee of five (5) percent of the funds defined in Section 1002.33 (17)(b) for the Sponsor's costs of administrative and educational services the Sponsor is required to provide by Section 1002.33(20)(a), Fla. Stat.. This administrative fee shall be withheld only for enrollment up to and including 250 students. If the School's enrollment is 251 or more students, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purposes specified in Section 1013.62(2), Fla. Stat.. Cost Accounting: The School agrees that it will submit to the Sponsor in a timely manner, the information specified in Section 1010.20, Fla. Stat..

4.6. Categorical Funding: If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. The School shall provide the Sponsor with documentation in the form of the annual financial report, that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the Sponsor for any impermissible expenditure, as established by State criteria, within 30 days of notice of such expenditures.

4.7. Funding Calculation Revisions: Total funding for the School shall be recalculated during the year to reflect the revised calculations under FEFP by the State and the actual WFTE students reported by the School during the full time equivalent survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows: (a) holdback/Proration: In the event of a statewide holdback or proration which reduces the Sponsor's district funding, the School's funding will be reduced proportionately in accordance with Section 1002.33(17), Fla. Stat.; (b) Exceeding State Cap: In the event the

Sponsor's district exceeds the state cap for WFTE in any expenditure category of programs established by the Legislature, resulting in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportionate share of any unfunded WFTE; (c) Grant Funding: In any programs or services provided by the Sponsor which are funded by federal funds and for which federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with equivalent federal funds per eligible student if the same level of service is provided by the School, provided that no federal law or regulation prohibits this transfer of funds. For Federal or State grants in which the Sponsor is the fiscal agent or partner, the Sponsor will deduct the full amount of allowable indirect costs in all cases in which such costs are allowed by the funder. For the special case of charter school-specific grants in which the funder allows indirect costs only when there is an agreement between the School and the Sponsor, the School voluntarily agrees that the Sponsor will deduct a reduced indirect rate of 2%. The Sponsor will be entitled to suitable direct costs (as agreed to by the School and the Sponsor) for administration of grants in which indirect costs are prohibited by the funder. The School shall comply with applicable Sponsor policy, procedures and internal deadlines for grant programs in which the Sponsor is the fiscal agent or partner for grant programs; (d) Funding Adjustment for Noncompliance: If the Sponsor receives notice of an FTE or other funding adjustment which is attributable to noncompliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the School, the Sponsor shall provide prompt notice to the School, which shall within thirty (30) days refund the amount of the assessment. If the School fails to open, through no fault of the Sponsor, the School shall reimburse the full amount of any funding provided by the Sponsor. The School shall reimburse the full amount to the Sponsor within thirty (30) days. The School will be responsible for an additional fee of 1% per month on the unpaid balance after 30 days from the date of notice of such assessment and (e) Sponsor reserved the authority to adjust funding should actual enrollment be less than projected enrollment for a given school year, the charter school funds received from the School Board shall be reduced accordingly. Student enrollment for purposes of this provision will be established by the Fall and Spring FTE counts as required by the Florida Department of Education and by the actual enrollment entered into the Sponsor's student data base prior to and subsequent to the Fall and Spring FTE counts. In no event shall the Sponsor fund the School for students enrolled in excess of the annual enrollment authorization, which shall be the annual FTE projection for the School.

4.8. Annual Audit: The School shall obtain an annual audit in compliance with the Governmental Accounting Standards Board (GASB), federal, state and school district regulations showing all revenues received, from all sources, and all expenditures for the period July 1 through June 30 of that year. The audit shall be conducted by an accountant certified under the laws of the State of Florida and paid for by the School. The School shall provide the unaudited financial statements to Sponsor by August 1 of each year. The School shall provide the Sponsor with a copy of such an audit, as well as any responses to the auditor's finding by September 11 of each year. If such statements show a negative fund balance for two consecutive years, not including the first year of operation, such shall be considered failure by the School to meet generally accepted standards of fiscal management and therefore good cause for nonrenewal or termination of this Charter pursuant to Section 1.5. The Sponsor reserves the right to perform

additional audits or reviews as part of the Sponsor's financial monitoring responsibilities as it deems necessary, at the Sponsor's expense. The Sponsor will notify the School of this procedure in a timely manner. Such audits may be performed at any time after approval of this contract. Failure to comply with this provision shall be considered good cause for termination or nonrenewal of this Charter. School will also establish internal audit procedures and controls sufficient to ensure financial resources are properly managed. If a Charter School internal audit reveals a deficit financial position or that one or more of the conditions evidencing a state of financial emergency as defined in Section 218.503, Fla. Stat., have or will occur if action is not taken, the auditors are required to notify the Charter School Governing Board, the Sponsor, and the Commissioner of Education within seven (7) working days after the finding is made. A final report shall be provided to the entire Governing Board, the Sponsor and the Department of Education within fourteen (14) working days after the exit interview. If the audit reveals a state of financial emergency, the School shall, within 30 days after receipt of the audit, submit a detailed financial recovery plan to the Sponsor and the Commissioner of Education. The School shall annually adopt and maintain an operating budget.

4.9. Fiscal Monitoring: Section 1002.33(5)(b)1.b., Fla. Stat., requires the Sponsor to monitor the revenues and expenditures of the School. The School shall provide will provide a monthly financial report to the Sponsor. The financial report is a cumulative report, and the last report of the fiscal year will constitute the annual report. 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 the means of codifying all transactions pertaining to its operations, or an alternative accounting structure acceptable to the Sponsor. The report shall be in the format prescribed by the Department of Education.

Reports: The parties agree that the Sponsor, with reasonable notice, may request at any time and the School shall within a reasonable amount of time provide, reports on the School's operations and student performance. Such reports shall be in addition to those required elsewhere in this Charter.

4.10. Inventory: School shall annually take an inventory of its tangible property. School will forward an annual report of all tangible property purchased with public funds, including a statement of any encumbrance upon any asset, to Sponsor by August 20.

4.11. 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 public unencumbered funds of the School shall revert to the Sponsor except for capital outlay funds. Capital outlay funds shall revert to the Florida Department of Education. The School will not be required to reimburse Federal Public Charter School Program funds received from the Florida Department of Education to the Sponsor. All of the School's property and improvements, including real property, furnishings and equipment purchased with public funds shall 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 a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor.

Fiscal Year: The fiscal year of the School shall be the same as the fiscal year of the Sponsor.

ARTICLE 5.0 ADMINISTRATIVE MANAGEMENT

5.1. Evidence of Start-Up Funding: Not later than June 15, 2011, the school shall provide Sponsor, with assurance that it will have or receive sufficient funds through F.T.E. sufficient funds, for assure prompt payment of operational expenses associated with the opening and operation of school including, but not limited to, the amount of any teacher and other staff salaries and benefits through October 2011. Failure to comply with this provision shall be considered good cause for termination or non-renewal of this Charter.

5.2. Tuition or Fees: The School further agrees that it shall not charge tuition or fees, except those fees normally charged by the other public schools, or levy taxes or issue bonds secured by tax revenues.

5.3. Reporting of Students: The School will accurately report its student enrollment to the Sponsor as required in Section 1011.62, Fla. Stat., and in accordance with the definitions in Section 1011.61, Fla. Stat., at the agreed upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full funding, the School shall provide all required information within the same schedule required for all other of Sponsor's schools. School agrees to complete initial enrollment and provide a report of enrolled students by May 27 of each year. In the months of July and August, such reports shall be provided weekly by submission each Monday of the month until such time as the school year begins. The reports required by this paragraph shall include each student's name, grade, student identification number and date of birth. School will designate a staff member who will attend all FTE and data training workshops offered by Sponsor in order to facilitate the registration process.

5.4. Automated Data System: The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with Sponsor approved compatible hardware. By the 12th day of each school term, the School will enter all information required for enrollment of its students into the Sponsor's student data system. The School may amend such data prior to the first FTE count. The data elements shall include but not be limited to the following: (a) ESE data; (b) grade level assignment; (c) required health information; (d) Required discipline codes/incident data; (e) daily attendance; (f) transportation; (g) student schedules; (h) teacher demographics; (i) master schedule; (j)ESOL/migrant codes; (k) grades/grading period/grading scale; (l) ERW (entry, re-entry, withdrawal) information; (m) test scores; (n) demographic information; (o) academic history and transcripts; (p) student lunch information as required, including a listing of students eligible for free and reduced meals, with supporting documentation unless otherwise specifically directed by Sponsor and any other additional information or data as specifically directed by Sponsor.

5.5. Confidentiality of Records: The School shall ensure that all student records are kept confidential in accordance with applicable state and federal law as set forth at § 1002.22 and

1022.21, Fla. Stat.; 20 U.S.C. § 1232g, and 34 C.F.R. Part 99.

5.6. School Food Service: Food service to the School is the responsibility of the School. The School may contact the State Department of Education (DOE) and develop an agreement with DOE to provide food services as required by state and federal law, including free and reduced cost meals for eligible students. The School may apply for the National School Lunch Program and or the School Breakfast Program in order to be eligible to receive reimbursement for students qualifying for free or reduced meals.

5.7. Facilities: The School shall occupy facilities which comply with the requirements of law, ordinance, and administrative regulations of the State of Florida, including but not limited to § 1013.12 Fla. Stat. The School's facility shall be open to inspection by the Sponsor, and all state, federal and local facility inspection requirements will be timely completed. School shall provide a copy of floor plans for any facility it proposes to use as a School and any revisions to such floor plans by September 1 of each fiscal year.

5.8. Lease or Ownership: The lease or proof of ownership of the facilities that will house the School will be provided four (4) weeks before the first day of each school year.

5.9. Human Resources: Employees: The parties to this Charter agree that the School shall select its own employees. The School shall be a public employer.

5.10. Employment Practices: The School's employment practices shall be nonsectarian.

5.11. Collective Bargaining: Employees of the School shall have the option to bargain collectively in accordance with Section 1002.33, Fla. Stat.

5.12. Education Equity Act: The School shall not violate the anti-discrimination provisions of Section 1000.05, Fla. Stat., known as the Florida Educational Equity Act.

5.13. Human Resource Practices: The School shall implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in Attachment 1.

5.14. The School shall provide reasonable demonstration of the professional experience or competency of those individuals or organizations employed or retained to provide professional services. Officers and employees of the School shall receive training in the operation of a charter school as provided by the Department of Education and required by s.1002.33 F.S. The School shall provide a current listing of such person(s) or organization(s) upon request by the Sponsor.

5.15. The School shall provide to Sponsor a list of all employees' names and Social Security numbers within fifteen (15) days of the first day of school each year. The School will designate a staff member to attend all Florida Department of Education Staff Survey Workshops presented by sponsor. The School will promptly supply all information required for reporting to the Florida

Department of Education staff information.

5.16. Teacher Certification: Teachers employed by or under contract to the School shall be certified as required by Chapter 1012, Fla. Stat.. The School governing board may employ or contract with skilled selected noncertified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012, Fla. Stat., and as provided by State Board of Education rule for charter school governing boards. The School may 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 this or any other state. The School may not knowingly employ an individual who has resigned from a school district in lieu of disciplinary action, or who has been dismissed for just cause by any school district with respect to child welfare or safety. The qualifications of teachers shall be disclosed to parents.

5.17. Qualifications Disclosure: The School shall disclose to the parents of its students and to the Sponsor the qualifications of its teachers. Pursuant to the requirements and definitions of the No Child Left Behind Act of 2001, P.L. 107-110, all teachers of core academic subjects will be highly-qualified. In the event that the School receives ESEA Title I, Part A funding, then the school shall comply with all applicable requirements as described in Title I of that law, including but not limited to credential requirements for teachers and education paraprofessionals. When requested by Sponsor, School shall provide documentation to establish compliance with this paragraph.

5.18 Fingerprinting: The School shall require all employees, including contracted employees, its Board of Directors, and contractual personnel who are permitted access to the school grounds when students are present, who have direct contact with students or who have access to or control of school funds to comply with the fingerprinting and background screening requirements of Sections 1012.32 and 1012.465, Fla. Stat.. School shall ensure volunteers are screened as required by Section 943.04351, Fla. Stat..

5.19 Drug-Free Workplace: The School shall establish and maintain an alcohol and drug-free workplace, pursuant to the Drug-Free Workplace Act of 1988, 42 USC § 701 et seq. and rules at 34 CFR Part 85 Sub-Part F. In addition, if the School employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382 and Section 1012.45, Fla. Stat..

5.20. Ethics: The School shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators in the form required by Section 1002.33, Fla. Stat.. The School shall not employ instructional personnel or school administrators in any position that requires direct contact with students if the applicant is ineligible for employment due to conviction of an offense within Section 1012.315, Fla. Stat.. The School agrees that before employing instructional personnel or school administrators in any position that requires direct contact with students, the School shall conduct an employment history check, including contacting the applicant's previous employer and use of educators screening tools provided by

the Department of Education. The School shall not provide instructional personnel or school administrators with employment references or discuss the employee's performance with respect to employers in another educational setting without disclosing the employee's misconduct.

5.19. Hiring of Relatives: The charter school shall fully disclose the identity of all relatives, as defined in s.1002.33 F.S. employed by the charter school, related to the charter school owner, president, superintendent, principal, assistant principal, a governing board member or any other person employed by the charter school who has decision making authority. The School shall not employ an individual whose relative, as defined by s.1002.33 F.S., advocated such employment and is an officer or employee of the School with authority to employ or recommend employment. The Governing Board of the School shall not take action to appoint a relative, as defined by s.1002.33 F.S., of a member of the School's governing board.

5.20. Transportation: The School will provide transportation to its students consistent with the requirements of Chapter 1006, Part I E., Fla. Stat.. Transportation will not be a barrier to equal access for all students residing within Seminole County. The School will be required to transport students in a manner consistent with Chapter 1006, Part I E., Fla. Stat.

5.21. Additional Sponsor Services: Unless otherwise agreed, the Sponsor will charge the School for any services beyond those defined in Section 4.1.1.3 of the Charter Agreement, at the following rates: (a) For staff time: hourly rate; (b) for copies of documents: 15 cents/page; (c) all such services shall be requested through and coordinated by the Superintendent's designee. The Sponsor will invoice the School monthly for these services, if any; (d) the School shall issue payment no later than thirty (30) working days after receipt of an invoice (e) if a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the School, the School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued; (f) if payment is not received by the Sponsor within forty-five (45) working days after receipt of the invoice by the School, such non-payment shall constitute good cause for termination of this Charter; (g) the Sponsor shall then deduct the amount due from the next available payment otherwise due the School; and (h) the Sponsor is under no obligation to provide any services to the School outside of those required by Florida Statute.

5.22. Background Information: School will provide background information on every individual who will be involved in the organization and operation of the proposed charter school. School will submit for each said person a complete set of fingerprints taken by an employee of the District who is trained to take fingerprints. School agrees to update this information and fingerprints as the leadership of the School changes. These fingerprints shall be submitted by the District to the appropriate state and federal law enforcement agencies for processing with the cost borne by the School and its governing body members. School agrees to pay such costs.

5.23. Purchasing: The School will be allowed to purchase goods through use of any contract the Sponsor holds with a vendor in which the vendor agrees to provide products for a certain price to all schools of the District. The School may also participate in Sponsor's bulk purchasing

program.

5.24. Organizational Chart and Employee Roster: By September 1 and March 1 of each year, School shall provide Sponsor a current organizational chart delineating names, title, and hierarchy of all employees. By September 1 and March 1 of each year, School shall provide Sponsor with a current roster containing key information for all employees, including in separate fields, courtesy title, first name, last name, work address, work telephone number, work e-mail, address, job title, professional educator certification status (including type, effective dates, certificate number and subject areas and endorsements), and other professional licensure of all employees. Additional data elements may be specified by the Sponsor upon 30 days advance notice to the School. Organizational charts and rosters shall be provided in an electronic format as specified by the Sponsor.

5.25, Extracurricular Activities: School shall refer Charter School students for participation in extracurricular activities at Sponsor schools only in accordance with §1006.15, Fla. Stat.. All such students will be assigned to a school through Sponsor's Student Assignment Office.

ARTICLE 6.0 INDEMNIFICATION AND INSURANCE

6.1. Indemnification of Sponsor: The School agrees to indemnify, defend with competent counsel, selected by the School, with Sponsor's reasonable approval, and agrees to hold the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its employees, contractors, suppliers, subcontractors, or any other creditors; (d) any failure by School to correct deficiencies found in casualty, safety, sanitation and fire safety inspections as required herein; (e) the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf; (f) professional errors or omissions, or claims of errors or omissions, by the school employees, agents, or Board of Directors; (g) the duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions policy described in this Charter shall continue in full force and effect notwithstanding the expiration, nonrenewal or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination; (h) in no way shall the School's Errors and Omissions 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.

6.2. The School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School, any failure of School to comply with provisions of the Individuals with Disabilities Education Act (IDEA), including failure to provide a Free Appropriate Public Education to an enrolled student or failure to furnish services provided for in a student's individual education plan, and any violation by School of the Florida public records or open meetings laws.

6.3. Indemnification of School: The Sponsor, to the extent permitted by law, agrees to indemnify, defend with competent counsel selected by the Sponsor with the School's reasonable approval and agrees to hold the School, its members, officers, employees and agents harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the Sponsor's employees or other agents in connection with and arising out of their services within the scope of this Charter; (b) The sponsor's material breach of this Charter or law; (c) any failure by the Sponsor to pay its suppliers or any subcontractors; (d) the failure of the Sponsor's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that apply to the operation of the School or the providing of educational services set forth in this Charter. However, the Sponsor shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School, its members, officers, employees, subcontractors or others acting on its behalf; (e) professional errors or omissions, or claims of errors or omissions, by the Sponsor's employees, agents, or Board of Directors.

6.4. Sovereign Immunity: Notwithstanding anything herein to the contrary, neither party waives sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law as set forth in § 768.28, Fla. Stat., and shall be subject to the monetary limitations established by Section 768.28, Fla. Stat.

6.5. Notice of Claims: The School and the Sponsor shall notify each other 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") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.

6.6. Evidence of Insurance: Without limiting any of the other obligations 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. The School shall provide evidence of such insurance in the following manner or as otherwise directed by the Sponsor's Director of Risk Management.

6.7. Time to Submit: The School shall furnish the Sponsor with fully completed certificate(s) of insurance or such other evidence as required by section 6.6 of this agreement, signed by an authorized representative of the insurer(s) providing the coverage, four (4) weeks before the initial opening day of classes for each school year. The certificates shall name the Sponsor as an additional insured if required by specific provisions of this contract addressing that form of insurance. The insurance shall be maintained in force, without interruption, until this Charter is terminated. Failure to comply with this provision shall be considered good cause for termination or nonrenewal of this Charter.

6.8. Notice of Cancellation: Each certificate of insurance shall provide and require that the Sponsor shall be given no less than sixty (60) days written notice prior to cancellation.

6.9. Renewal/Replacement: 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.

6.10. Acceptable Insurers: Insurers providing the insurance required of the School by this Charter must meet the following minimum requirements: Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Fla. Stat.. 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.

If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements.

6.11. Commercial General Liability Insurance: The School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements: Liabilities Covered: The School's insurance shall cover the School for those sources of liability (including, but not limited to, 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. Minimum Limits: (a) the minimum limits to be maintained by the school (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence/ three million dollars (\$3,000,000) annual aggregate (b) deductible/retention; (c) except with respect to coverage for Property Damage Liability, the

Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention; (d) the coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention; (e) the coverage for Property Damage Liability may be subject to a maximum deductible of one thousand dollars (\$1,000) per occurrence (f) occurrence/claims: subject to reasonable commercial availability, all required coverage shall be on an occurrence basis; (g) if on a claims made basis, the School shall maintain without interruption the Liability Insurance until four (4) years after termination of this Charter; (h) additional insureds-the School shall include the Sponsor and its members, officers, employees and agents as "Additional Insured" on the required Liability Insurance; (j) the coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance and any required policy endorsement shall clearly identify the "The Sponsor, its members, officers, employees and agents as additional insured."

6.12. Automobile Liability Insurance: The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements: (a) liabilities covered: (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. Coverage shall be included on all owned, non-owned and hired autos and buses used in connection with this Charter;(b) occurrence/claims: (1) subject to reasonable commercial availability, coverage shall be on an occurrence basis; (2) if on a claims made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Contract; (3) minimum limits: The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per occurrence (4) additional insured: the School shall include the Sponsor and its members, officers, employees and agents as additional insured on the required automobile liability insurance. The certificate of insurance shall be clearly marked to reflect the Sponsor, its members, officers, employees and agents as additional insured and any required policy endorsement shall clearly identify "The Sponsor, its members, officers, employees and agents as additional insured."

6.13. Workers' Compensation/Employer's Liability: The School shall, at its sole expense, provide, maintain and keep in force Workers' Compensation/Employer's Liability Insurance which shall conform to the following requirements: (1) coverage: 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 and (2) In addition to coverage for the Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal and state law; (3) minimum limits: subject to 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 or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum limits for employer's liability shall be one million dollars (\$1,000,000) by accident/each accident, one million dollars (\$1,000,000) by disease/each employee and one million dollars (\$1,000,000) annual aggregate; and (4) should the School lease employees, it shall provide evidence acceptable to the Sponsor as determined by its Director of Risk Management that the corporation from which it leases service maintains appropriate Workers' Compensation coverage.

6.14. School Leader's Errors and Omissions Insurance: Subject to reasonable commercial availability the School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements: (1) form of coverage: The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor as determined by its Director of Risk Management and shall cover the School for those sources of liability arising out of the rendering of or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter; (2) coverage limits: The insurance shall be subject to a maximum deductible not to exceed one hundred thousand dollars (\$100,000) per claim; (2) the minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be three million dollars (\$3,000,000) per claim/three million dollars (\$3,000,000) annual aggregate; (3) occurrence/claims: Subject to reasonable commercial availability, coverage shall be on a claims made basis, the School shall maintain, without interruption, the Errors and Omissions Insurance until four (4) years after termination or nonrenewal of this Contract; (5) additional insured: the School shall include the Sponsor and its members, officers, employees and agents as additional insured on the required errors and omissions insurance. The certificate of insurance shall be clearly marked to reflect the Sponsor, its members, officers, employees and agents as additional insured and any required policy endorsement shall clearly identify "The Sponsor, its members, officers, employees and agents as additional insured."

6.15. Fidelity Bond: The School shall provide a blanket fidelity bond covering all employees on an occurrence basis in the amount of not less than one hundred thousand dollars (\$100,000).

6.16. Property Insurance: the School shall maintain hazard insurance on buildings it owns and property during the term of this Charter. The School will provide proof of such insurance and its renewals to Sponsor.

6.17. Applicable to All Coverage: The following provisions are applicable to all insurance coverage required under this Charter: (1) other coverage: The insurance provided by the School shall apply on a primary basis, and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School; (2) deductibles/retention: Except as otherwise specified in this Charter, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention; (3) liability and remedies: 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.

6.18. Subcontractors: The School shall require its subcontractors and 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 or sub-subcontractors.

6.19. Approval by Sponsor: 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.

6.20. Combined services coverage under this Charter shall be permitted subject to approval by the Sponsor's Director of Risk Management.

6.21. Default upon Non-Compliance: The School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter. School must notify Sponsor of any contemplated changes in insurance coverage. Such changes will not occur without Sponsor approval.

ARTICLE 7 GOVERNANCE STRUCTURE

7.1. Not-for-Profit Corporation: The School is organized as a not-for-profit corporation. It will operate as a public employer. The School shall file a copy of its corporate charter and by-laws with the Executive Director of Legal Services or as otherwise directed by the Sponsor.

7.2. Governing Body: No members of the School's Governing Body will receive financial benefit from the School's operations. If a member is an employee of the Charter School, that person's salary shall not be considered a financial benefit. Selection of Directors/Officers: The selection of the School's directors and officers shall be as set forth in the Schools by-laws.

7.3. Duties of Directors: The duties of the School's directors shall be as set forth in School's by-laws.

7.4. Public Meetings/Minutes: The governing body will provide reasonable public notice of the date, time and place of its meetings, and will maintain minutes of its meetings. Such meetings will be open to the public, and the minutes shall be available for public review.

Conflict of Interest: The School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods, or services from any director, officer, or employee of the School or the spouse, parent, child, stepchild or sibling of any director, officer or employee, or from any business in which any officer or employee has an interest nor shall the School use any property, goods or services purchased or leased by public funds for the private benefit of any

person or entity, unless an exemption listed in Section 112.313(12), Fla. Stat., applies.

ARTICLE 8 MISCELLANEOUS

8.1. Titles: Any and all titles to articles and paragraphs are for convenience and reference only and in no way define, limit or describe the scope of the Charter, and shall not be considered in the interpretation of the Charter or any provision hereof.

Interference with Performance: Neither party shall be in default of this Charter if the performance of any part or all of this Charter 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.

8.2. Entire Agreement: This Charter and the appendices hereto shall constitute the full, entire and complete agreement between the parties. All prior representations, understandings and agreements are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties. Any substantial amendment to this Charter shall require approval of the Sponsor.

8.3. Assignment: This Charter shall not be assigned by either party without the prior written consent of the other party, provided that the School may, without the consent of the Sponsor, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.

8.4. Waiver: No waiver of any provision of this Charter shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated. No consent or waiver, express or implied, by either party to the Charter or any breach or default by another in the performance of any obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default by such party hereunder. Except as otherwise provided herein, failure on the part of any party hereto to complain of any act or failure to act by the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

Warranties: All representations and warranties made herein shall survive termination of this Charter.

8.5. Partial Invalidity: If any provision or part of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or part of any other provision of this Charter, and all such provisions shall remain in full force and effect. In the event any provision of the Charter is determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised and the remainder of the Charter will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party hereunder, such party may elect, at its option, to terminate the Charter in its entirety.

8.6. Third Party Beneficiary: This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student or parent of a student of the School. The Charter shall be made and entered into for the sole protection and benefit of the parties and their respective successors and no other person or entity shall have any right or action under the Charter.

8.6. Applicable Law and Venue: This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of that state. Seminole County, Florida shall be the proper venue for any litigation arising under this Charter. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.

8.7 Notices: Every notice, approval, or consent authorized or required by this Charter shall not be effective unless it is in writing and sent postage prepaid by United States certified mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith: All notices to be given shall be in writing, and may be served by a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested or b) by delivering the same in person to such party by (i) personal delivery or (ii) overnight courier. Notice deposited in the mail in accordance with the provisions hereof shall be deemed to have been given on the third day following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties hereto shall be sent or delivered at the addresses or facsimile numbers set forth below:
If to Board:

School Board of Seminole County, Florida

Attention: Superintendent
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127
Telephone: (407) 320-0004
Telecopier: (407) 320-0281

copy to

Executive Director Legal Services
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127
Telephone: (407) 320-0010
Telecopier: (407) 320-0283

Galileo School For Gifted Learning

President
10323 Taraby Court
Orlando, Florida 32817-3292
Telephone: (407) 657-4860

8.8. Change of Address: By giving the other party at least fifteen (15) days written notice thereof, each party shall have the right to change its address and specify as its new address for the purpose hereof any other address in the United States.

8.9. Law, Rule, or Regulation, as Amended: Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, title or regulation as it may be from time to time amended.

8.10. Counterparts: This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

8.11 Authorization: Each of the persons executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.

8.12. Authority: Each party warrants and represents, with respect to itself, that neither the execution of the Charter nor performance of the obligations contemplated hereby, shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it or by which it is bound, or require any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party covenants that it has and will continue to have throughout the term of the Charter full right and authority to enter into the Charter and to perform its obligations hereunder, and each party agrees to supply to the other party, upon request, evidence of such right and authority.

8.12. Default: It shall be an event of default hereunder if any party fails to perform its obligation hereunder or fails to abide by any of its promises and covenants hereunder.

8.13 Binding Effect: Each and all of the covenants, terms, provisions and charter shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in the Charter.

8.14 Legal Representation: The parties acknowledge that each has been represented by legal counsel in connection with the negotiation and execution of this Charter and each is satisfied with the legal representation it received.

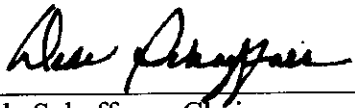
8.15. No Partnership: It is understood and agreed that nothing contained in the Charter shall be deemed or construed as creating a partnership or joint venture between the Sponsor and School or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

8.16 Employee Status: Any contract entered into by the Charter School and a third party must provide that the third party is not a employee of the Sponsor and is not entering into a contract with the Sponsor.

8.17. Incorporation of Application and Policy: This Charter incorporates by reference all representations made in the Application (Attachment 1) and amendments thereto and all requirements in Board Policy 2.28. School agrees to meet all such representations in its Application and fulfill all requirements of the Board Policy. If there is a conflict between Board Policy and this charter, the terms of the charter shall control.

IN WITNESS WHEREOF, the parties have caused this Charter School Contract to be executed, by their duly authorized agents, the day and year first above written.

THE SCHOOL BOARD OF
SEMINOLE COUNTY, FLORIDA

By: 
Dede Schaffner, Chairman


Dated: January 25, 2011

ATTEST:


By: 
Dr. Bill Vogel, Superintendent

Dated: January 25, 2011

THE GALILEO SCHOOL FOUNDATION, INC. ATTEST:

By: 
Michelle G. Gill, President

Dated: January 25, 2011

By: 
Debbie Hahn-Vaughn, Secretary

Dated: January 25, 2011