

## EDUCATION SERVICES AGREEMENT

**THIS EDUCATION SERVICES AGREEMENT** (the “**Agreement**”), dated February 3, 2020, between and among **CAMELOT SCHOOLS OF FLORIDA, LLC**, a Delaware limited liability company (“**Camelot**”), and **SANTA ROSA SCHOOL DISTRICT**, a public school district organized and existing under the laws of the State of Florida, (“**School District**”). Camelot and School District are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

### **Background:**

A. School District is a public school district organized and existing under the laws of the State of Florida.

B. Camelot is an education service provider with experience in designing and implementing alternative education programs for public school districts and other local education agencies.

C. School District desires to engage Camelot to provide an emotional support/therapeutic education program (the “**Program**”) for certain of School District’s exceptional students and other students with behavioral issues as may hereafter be identified from time to time and placed in the program by School District (each, a “**Student**” and collectively, the “**Students**”). Camelot desires to provide the Program, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth below, and intending to be legally bound, Camelot and School District agree as follows:

### **1. Engagement.**

**1.1. Engagement of Camelot.** Subject to the terms and conditions set forth in this Agreement, commencing July 1, 2020 (the “**Commencement Date**”), School District hires and engages Camelot to implement the Program and perform and provide the Services (as defined below). School District hereby authorizes and empowers Camelot to perform all such acts as are necessary or appropriate to implement the Program and provide the Services, for and on behalf of School District. Camelot hereby accepts such engagement, and agrees to implement the Program and provide the Services, all in accordance with and subject to the terms, conditions, and limitations set forth in this Agreement.

**1.2. Relationship of the Parties.** Camelot is an independent contractor; neither Camelot nor any of its employees, contractors or agents shall be deemed to be the servants or employees of School District, and neither School District nor any of its employees, contractors or agents shall be deemed to be the servants or employees of Camelot. Nothing contained herein shall create (i) a partnership or joint venture between Camelot and School District or (ii) any ownership interest of Camelot in School District or of School District in Camelot. Nothing in this Agreement shall be construed to prevent or prohibit Camelot from providing services to any other school district, education agency, person, organization or entity provided that such services do not interfere with the performance of the Services hereunder.

**2. Term.** The term of the Agreement (the “**Term**”) shall commence on the Commencement Date and shall expire June 30, 2025; provided, however, that should School District determine by

June 30<sup>th</sup> of any year during the Term that funds are not reasonably available to them to continue this Agreement for the next school year, then School District may terminate this Agreement by providing Camelot with written notice of such termination by no later than July 15<sup>th</sup> of such year, and in such event the Agreement shall terminate and be of no further force or effect, except for any obligations that are intended to survive termination. If School District terminates the Agreement as aforesaid, School District shall promptly reimburse Camelot for the Unamortized Improvement Costs (as defined below). As used herein, "**Unamortized Improvement Costs**" shall mean an amount equal to the amount of capital expenses actually incurred by Camelot to perform alterations and improvements to the Camelot School (as defined below) and prepare the Camelot School for the conduct of the Program ("**Improvement Costs**"), less an amount equal to the hypothetical aggregate principal amortization of the Improvement Costs during the period from the Commencement Date to the date of such termination by School District, based on a sixty (60) month hypothetical level payment amortization schedule. Within ten (10) days following the delivery of School District's notice of termination, Camelot shall provide School District with a statement of the amount of the Unamortized Improvement Costs along with reasonable documentation supporting each item included in the Improvements Costs.

### **3. Program and Services.**

**3.1 Program.** For and during the Term, Camelot shall manage and administer the Program, which shall provide an emotional support/therapeutic education program that focuses on each Student's educational, social, behavioral and emotional development.

**3.2 Services.** Camelot shall perform and provide (i) the services set forth and described on Exhibit A attached hereto (the "**Program Services**") for Students placed in the Program, and (ii) the Exceptional Student Education Services (as defined on Exhibit B attached hereto), for Students placed in the Program by School District. Collectively, the Program Services and Exceptional Student Education Services are referred to herein as the "**Services**". Notwithstanding anything to the contrary contained or implied herein, the Services expressly exclude any and all Related Services (as defined on Exhibit B attached hereto). Camelot shall provide the Services in accordance with all applicable Legal Requirements (as defined below), and in a manner reasonably satisfactory to School District. The Services shall include providing all personnel, materials and supplies necessary to implement and conduct the Program in accordance with the terms hereof.

**3.3 Desired Outcomes.** Camelot will provide Students placed in the Program with a standards-based educational program aligned with School District's core curriculum, subject to the Student's abilities and IEP (as defined on Exhibit B). Camelot shall use its best efforts to cause the Students to achieve the desired outcomes set forth on Exhibit C attached hereto

**3.4 Curriculum, Computers and Materials.** Camelot will employ School District's academic instruction program, including School District's curriculum, course scope and sequence, and assessment cycle and assessments. Students shall have access to the core subjects (i.e., English, math, social studies and science) and specials (e.g., art, music, dance, and physical education) in a manner similar to what is offered or available to students attending School District schools at the grade level of the Students. Camelot will supply the computers, textbooks and supplemental materials necessary to conduct the Program.

**3.5 Personnel.** Camelot shall provide all staff necessary to render the Services and administer and manage the Program. All of Camelot's staff providing Services under this Agreement

shall be certified and licensed as required by applicable Laws (as defined below), including regulations of the Florida Department of Education (the “**Department of Education**”).

**3.6 Records.** Camelot will monitor and maintain records of Student attendance. Camelot will be provided access School District’s online database in order to input Student daily attendance. Camelot will maintain a daily attendance log for all Students and will document attempts to ensure and monitor each Student’s attendance. These steps shall include: calls to a Student’s home, letters to a Student’s home and home visits. At the end of each school month, Camelot will send the School District Representative (as defined below), student daily attendance logs, attendance records, and attendance reports. Camelot will use its best efforts to promote and encourage each Student’s attendance and document efforts to assist Students and their families in maintaining good attendance.

**3.7 Progress.** Camelot will monitor and document each Student’s daily academic and behavioral progress. At the beginning of each school year, and upon the enrollment of each Student in the Program, Camelot will establish written transition goals and objectives for each Student to reach by the end of the school year or enrollment period. Camelot will monitor each Student’s progress in reaching these goals and objectives, and will modify the goals and objectives as provided for in the IDEA (as defined in Section 6 below), as appropriate, and will provide School District with a written report of each Student’s progress on a quarterly basis and at the completion of each school year.

**3.8 Classes.** Subject to the terms of Paragraph 3.9 below, the Program will be conducted in nine (9) classes (each, a “**Class**” and collectively the “**Classes**”). The Classes shall be dedicated to the following cohorts of Students: four (4) Classes shall be for Students in primary grades K through 5<sup>th</sup> (each, a “**Primary School Class**”); three (3) Classes shall be for Students in middle school grades 6<sup>th</sup> through 8<sup>th</sup> (each, a “**Middle School Class**”); and two (2) Classes shall be for Students in high school grades 9<sup>th</sup> through 12<sup>th</sup> (the “each, a **High School Class**”). Each Class shall be comprised solely of Students within three (3) grade levels of one another. Each Class shall be conducted in a separate classroom (each, a “**Classroom**” and collectively, the “**Classrooms**”).

### **3.9 Enrollment.**

3.9.1 General. School District shall designate the Students for enrollment in the Program. School District shall be responsible for obtaining the written consent of each Student’s parents or legal guardians for such Student’s enrollment in the Program. School District shall be responsible for complying with all applicable Laws pertaining to the enrollment of each Student in the Program.

3.9.2 Base Enrollment. The Program shall be designed for a base enrollment of 144 Students, as follows, with a maximum of sixty-four (64) Students in the Primary School Class, forty-eight (48) Students in the Middle School Class, and thirty-two (32) Students in the High School Class.

3.9.3 Additional Enrollment. Upon request by School District, and subject to the terms of this Paragraph 3.9.3 and Paragraph 4.2 below, Camelot shall create additional Classes (each, an “**Additional Class**”) in order to increase the number of Students that may be placed in the Program (each such additional Student (above the base enrollment of 144 Students in the Program), is referred to herein as an “**Additional Student**”). The number and cohort of Students for any such

Additional Class, and the commencement of Services with respect to such Additional Class, shall be subject to the mutual agreement of the Parties.

**3.10 School Facilities.** Camelot shall lease or otherwise arrange and provide, at Camelot’s expense, a suitable school facility and appropriate number of Classrooms, along with adequate and dedicated administrative offices, lavatories and cafeteria spaces, as are necessary for the proper conduct of the Program (collectively, the Classrooms and other spaces are referred to as the “**Camelot School**”). The Camelot School shall be situated within the geographic boundaries of the School District.

**4. Fees.**

**4.1 Program Fees.** As compensation for the performance of the Services by Camelot during the Term, School District shall pay Camelot an annual fee (each, a “**Program Fee**” and collectively, the “**Program Fees**”) each school year during the Term as follows:

School Year	Annual Amount	Installment Payment
2020-2021	\$2,457,789.68	See Paragraph 4.3.1 below
2021-2022	\$2,531,523.37	\$253,152.34
2022-2023	\$2,607,469.07	\$260,746.91
2023-2024	\$2,685,693.31	\$268,569.31
2024-2025	\$2,766,263.94	\$276,626.39

**4.2 Additional Class Fees.** For each Additional Class that is added to the Program in accordance with Paragraph 3.9.3, School District shall pay Camelot a monthly fee (each, an “**Additional Class Fee**” and collectively, the “**Additional Class Fees**”) for each month that such Additional Class is in the Program, in the following amounts:

School Year	Additional Class Fees (Monthly Fee)
2020-2021	\$22,770.70
2021-2022	\$23,453.82
2022-2023	\$24,157.44
2023-2024	\$24,882.16
2024-2025	\$25,628.62

**4.3 Payments.** Program Fees shall be paid as follows:

4.3.1 On the Commencement Date, School District shall pay Camelot the sum of \$409,631.61 on account of the Program Fee for the 2020-2021 school year. Commencing September 1, 2020, and on the first day of each month thereafter through and including June 2021, School District shall pay the balance of the Program Fee for the 2020-2021 school year in ten (10) installment payments each in the amount of \$204,815.81.

4.3.2 Commencing with the 2021-2022 year, and each school year thereafter, the Program Fees shall be payable in ten (10) installment payments in the amounts set forth in Section 4.1 above. Such installment payments shall be due on the first day of each month from September

through June of each school year.

**4.4 Invoices.** Camelot shall submit an invoice not more than once per month to School District for monthly payments of Program Fees and any Additional Class Fees payable by School District in accordance with the terms hereof. Such invoices shall be due and payable by School District within thirty (30) days after receipt.

**5. School District's Responsibilities.**

**5.1 Related Services.** School District shall provide all Related Services for all Students placed in the Program.

**5.2 Medical Services.** School District shall provide nursing and other medical services and programs at the Camelot School consistent with those generally made available at other School District schools.

**5.3 Security.** School District shall provide school security services and personnel at the Camelot School consistent with the services and personnel generally made available at other School District schools.

**5.4 Transportation.** School District shall provide transportation services for Students to and from the Camelot School consistent with the then-current transportation policy of the School District.

**5.5 Training and Software.** School District shall provide all instructional initial training and follow-up coaching to Camelot's teachers as needed with respect to employing School District's academic instruction program. School District will provide Camelot with full access to School District's educational software.

**5.6 Food Service.** School District shall provide all food services for Students, including the delivery of food to the Camelot School cafeteria. For purposes of providing food services, Students shall receive the same level of service as any other student enrolled in a School District school. Food provided shall be comparable to that provided to other School District schools. School District shall be responsible for cleaning the food service area and equipment including the floors and walls to a height of six (6) feet. Camelot shall distribute, collect and administer the free lunch application programs and maintain the roll of students eligible for same.

**5.7 Physical Education, Foreign Language, ESL and ESOL.** School District shall provide all physical education, foreign language, English as a second language (ESL) and English for speakers of other languages (ESOL) instruction. School District shall also offer bilingual services to ESL and ESOL Students.

**6. Applicable Laws.** Camelot shall provide and perform the Services in accordance with all applicable federal, state, and local statutes, ordinances, resolutions and regulations (collectively, "**Laws**"), including, without limitation, the federal law commonly known as the Individuals with Disabilities Education Act, and regulations promulgated thereunder ("**IDEA**"), the federal law commonly known as the Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder ("**ADA**"), the "Federal Privacy Laws" (as defined below), and the rules, regulations and policies of the Department of Education.

7. **Background Checks.** Before commencing to perform any Services, Camelot shall submit to School District, on behalf of each of Camelot’s staff who will have direct contact with Students (each, a “**Camelot Direct Provider**”), the following original documentation issued or processed by the State of Florida within one (1) year prior to such Camelot Direct Provider commencing to perform any Services: (i) a completed criminal history background check; (ii) a completed child abuse clearance form; and (iii) any other documentation that may be required from time to time under applicable Laws.

8. **Primary Representatives.** Each Party shall appoint a representative or representatives (the “**School District Representative**” or the “**Camelot Representative**”, as the case may be) who shall be authorized to act on behalf of such Party, with whom the other Party may consult at all reasonable times, and whose instructions, requests and decisions shall be binding upon such Party as to all matters pertaining to this Agreement and the performance of the Parties hereunder.

8.1 **School District Representative.** The initial School District Representative shall be:

Debbie Anderson  
Director of Exceptional Student Education  
Santa Rosa County District Schools  
6751 Berryhill Road  
Milton, Florida 32570  
850-983-5167  
[andersond@santarosa.k12.fl.us](mailto:andersond@santarosa.k12.fl.us)

8.2 **Camelot Representative.** The initial Camelot Representative shall be:

Kevin Deal  
Deputy Superintendent  
(609) 352-1821  
[kdeal@camelotforkids.org](mailto:kdeal@camelotforkids.org)

Each Party expressly reserves the right to remove and appoint, from time to time, the individuals who they have appointed as School District Representative and Camelot Representative, respectively, upon notice by such Party to the other in accordance with the notice provisions herein contained.

9. **Assignments and Subcontracts.** Camelot acknowledges that the Services constitute personal or professional services, or both, of Camelot, and that Camelot shall not assign this Agreement, in whole or in part, or subcontract the performance of the Services, or any part thereof, without in each instance first giving notice to and obtaining the written consent of School District, which consent may be withheld in School District’s sole discretion. Any assignment or subcontract made in violation of this Section shall be null and void. The existence of any assignment or subcontract shall not alter or limit the obligations of Camelot to School District under this Agreement. Camelot shall at all times remain fully responsible for its assignees and subcontractors, and shall ensure that any such assignment or subcontract legally binds all assignees and subcontractors to the same terms and conditions as Camelot under this Agreement.

10. **Indemnification.**

**10.1 Indemnification by Camelot.** Camelot shall indemnify, defend and hold harmless School District, its officers, employees and agents, from and against any and all losses expenses (including, but not limited to, litigation and settlement costs and attorneys' fees and costs), claims, suits, actions, damages liability and expenses for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property to the extent arising out of or are related to any of the following: (i) the negligence or willful misconduct of Camelot or Camelot's staff, agents, subcontractors, or assignees, (ii) the actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right by Camelot, (iii) the actual or alleged employment discrimination by Camelot against any current or former employee of Camelot, (iv) the failure by Camelot to pay any contractors or suppliers for any construction work performed at the School, or (v) any default by Camelot under this Agreement.

**10.2 Indemnification by School District.** School District shall indemnify, defend and hold harmless Camelot, its officers, staff and agents, from and against any and all losses expenses (including, but not limited to, litigation and settlement costs and attorneys' fees and costs), claims, suits, actions, damages liability and expenses for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property to the extent arising out of or are related to any of the following: (i) willful misconduct of School District or School District's employees, (ii) the actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right by School District, (iii) the actual or alleged employment discrimination by School District against any current or former employee of School District, or (iv) any default by School District under this Agreement. Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by, or to enlarge the limitations on immunity imposed by, applicable Laws.

**11. Insurance.** At all times during the Term, Camelot shall at its own expense, procure and maintain the types and minimum limits of insurance specified below. Such insurance shall be provided by insurers authorized to do business in the State of Florida and which have at least an A-(Excellent)/FSC-XI rating from A.M. Best. All insurance herein, except the professional liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. Camelot shall name School District as an additional insured on the general liability insurance policy.

**11.1 Workers' Compensation and Employer's Liability.** Workers' Compensation limits shall be the statutory limits and employers' liability insurance, with limits of (1) \$100,000 Each Accident-Bodily Injury by Accident; (2) \$100,000 Each Employee-Bodily Injury by Disease; and (3) \$500,000 Policy Limit-Bodily Injury by Disease.

**11.2 General Liability Insurance.** Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. The general liability insurance shall cover: premises operations; blanket contractual liability, personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; broad form property damage (including completed operations).

**11.3 Automobile Liability Insurance.** Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability arising from owned, non-owned, and hired vehicles when any motor vehicle is used in connection with the Services.

**11.4 Professional Liability Insurance.** Limit of Liability: \$1,000,000 with a deductible not to exceed \$100,000. The professional liability insurance shall cover errors and omissions, including liability assumed under this Agreement, which may be written on a claims-made basis, provided that coverage for occurrences arising out of the Agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least three (3) years after the expiration or sooner termination of this Agreement, or providing for an extended reporting period of three (3) years after cancellation of the policy.

**11.5 Educator’s Legal Liability Insurance.** Educator’s legal liability coverage of \$1,000,000 per occurrence combined single limit and \$2,000,000 general aggregate coverage. Educator’s Legal Liability Insurance coverage must include coverage for wrongful physical or sexual contact, and educational wrongful acts, employment practices wrongful acts, and directors and executive officers wrongful acts.

**12. Default.**

**12.1 Default by Camelot.** In the event Camelot fails in any material way to comply with any term, covenant or condition set forth in this Agreement, and such failure continues for thirty (30) days following written notice to Camelot thereof by School District, such failure shall constitute an event of default by the Camelot hereunder. In the event of a default by Camelot that continues beyond the applicable cure period, then School District may, without further notice or demand to Camelot, pursue any or all of the following remedies: (i) terminate this Agreement by giving Camelot notice of termination, and in which case the Agreement shall terminate and be of no further force or effect, except with respect to obligations that have accrued prior to such termination and those that are expressly intended to survive termination; and/or (ii) subject to the terms of Section 14 hereof, any other legal or equitable remedy available to School District, including but not limited to a legal action for breach and damages against Camelot. School District may, in its sole discretion, elect not to exercise any of the above remedies and may permit Camelot to continue to perform the Services. No such election or extension by School District shall operate as a waiver of any of School District’s rights under this Agreement.

**12.2 Default by School District.** In the event School District fails in any material way to comply with any term, covenant or condition set forth in this Agreement, including, without limitation, the failure by School District to pay Camelot any Program Fees or any Additional Class Fees when due hereunder, and such failure continues for thirty (30) days following written notice to School District thereof by Camelot, such failure shall constitute an event of default by School District hereunder. In the event of a default by School District that continues beyond the applicable cure period, then Camelot may, without further notice or demand to School District, pursue any or all of the following remedies: (i) terminate this Agreement by giving School District notice of termination, and in which case the Agreement shall terminate and be of no further force or effect, except with respect to obligations that have accrued prior to such termination and those that are expressly intended to survive termination; and/or (ii) subject to the terms of Section 14 hereof, any other legal or equitable remedy available to Camelot, including but not limited to a legal action for breach and damages against School District. Camelot may, in its sole discretion, elect not to exercise any of the above remedies. No such election or extension by Camelot shall operate as a waiver of any of Camelot’s rights under this Agreement.

**13. Notices.** All notices and other communications required or permitted hereunder shall be in



writing and shall be deemed to be properly given if transmitted by messenger, overnight courier service or first class certified mail (return receipt requested), in each case postage or other charges prepaid, addressed to the other Party at the address shown below. Any Party may change such address by notice given in such manner. All notices shall be effective upon receipt or refusal of deliver.

If to Camelot, to: Camelot Education  
11629 Manchaca Road  
Suite B  
Austin, Texas 78745  
Attention: Joseph B. Carter, III, Chief Operations Officer

If to School District, to: Santa Rosa County District Schools  
6751 Berryhill Road  
Milton, Florida 32570  
Attention: Debbie Anderson, Director of Exceptional Student Education

#### **14. Dispute Resolution.**

**14.1 Disputes.** If during the Term any issue, dispute or controversy ("**Dispute**") should arise hereunder, then School District Representative and the Camelot Representative shall promptly confer and exert their reasonable efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If such representatives are unable to resolve such Dispute within five (5) business days, either Party may then proceed to attempt to enforce its legal and equitable remedies as may be available, including but not limited to a legal action for breach and damages.

**14.2 Proceedings.** Jurisdiction and venue for any action brought under this Agreement shall be exclusively in the state courts of Florida sitting in Santa Rosa County or the United States District Court for the Northern District of Florida.

#### **15. Confidentiality.**

**15.1 Confidential Information.** As used herein, "**Confidential Information**" shall mean any and all records and information, in whatever form or format received, of whatever kind and in whatever form, relating to past, present or future Services provided under this Agreement, including, without limitation, evaluations, re-evaluations, individual education plans, and Student data collected as part of providing the Services, including academic or grade information, attendance, truancy, discipline, receipt of supplementary educational services, social security or public benefits, or information as to race, ethnicity or disability, and any business or technical information of School District, and any other information relating to School District's operations, business, employees or Students.

**15.2 Privacy Laws.** Camelot shall maintain Confidential Information in strict confidence, and in accordance with all applicable Laws and regulations including, but not limited to, the federal Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. § 1232g and the Federal Privacy Act of 1974 (Section 7), 5 U.S.C. § 522(a) (collectively, the "**Federal Privacy Laws**").

**15.3 Non-Disclosure.** No Confidential Information shall be divulged, used, or published

at any time, now or in the future, by Camelot except as is necessary to perform the Services, or as otherwise requested or approved by School District. Camelot shall not copy or otherwise reproduce, or permit to be copied or otherwise reproduced, all or any part of any Confidential Information, except to the extent required performing the Services. Camelot shall not use any Confidential Information for any purpose other than providing the Services. Camelot accepts the responsibility for establishing and utilizing necessary security measures to ensure against copying, disclosure, release or use of any Confidential Information. Camelot shall not disclose or use to its advantage, profit or gain any Confidential Information. Notwithstanding the foregoing, Camelot may use aggregated and anonymized information for purposes of evaluating, describing and improving its programs and practices.

**16. Non-Solicitation.** School District and Camelot each agree that it shall not, during the Term or during the one (1) year period following the date of any expiration or termination of this Agreement, employ or retain any person, directly or indirectly, who is employed or has been employed by the other Party during the Term, unless consented to in writing by such Party. The Parties agree that the provisions of this Section are vitally essential to the operation of School District and Camelot and their ability to operate their respective organizations; therefore, in addition to any other rights or remedies at law or otherwise available to School District or Camelot for the breach of a covenant contained in this Section, School District or Camelot, as the case may be, shall be entitled to injunctive relief.

**17. Force Majeure.** Neither Party shall be deemed in breach of its obligations under this Agreement because of any delay or failure in the performance of such obligations (other than failure to pay money when due) to the extent such delay or failure is due to circumstances beyond the reasonable control of the Party experiencing such delay or failure, including but not limited to acts of God; unusually severe weather conditions; strikes or other labor difficulties; war; riots; earthquakes; public disturbances; epidemics; requirements, actions or failures to act on the part of federal, state or local governmental authorities; acts of the other Party; inability despite due diligence to obtain required licenses; accident; fire; or damage to, loss of right to or destruction or breakdown of necessary facilities (each and collectively, "**Force Majeure**"); *provided, however*, that, (i) the non-performing Party gives the other Party within one week, or as soon thereafter as practicable, written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the non-performing Party uses reasonable efforts to remedy its inability to perform.

**18. Accounting Matters.**

**18.1 Audits.** From time to time during the Term of this Agreement, and for a period of two (2) years after the expiration or termination of this Agreement, School District may audit Camelot's billings and invoices under this Agreement. If requested by School District, Camelot shall submit to School District for review or inspection, all invoices presented for payment pursuant to this Agreement. Camelot shall retain all records, books of account and documentation pertaining to this Agreement for a period of two (2) year after the expiration or termination of this Agreement.

**18.2 Third Party Reimbursements.** Camelot shall comply with record keeping requirements related to any third party reimbursement programs in which School District may be a participant for Services provided by Camelot under this Agreement. Any funds generated as a result of any third party reimbursement programs under this Agreement, including, but not limited to, Medicaid and private insurance carriers, in which School District may be eligible, are the property of

School District. School District shall identify any third party funds which are subject to School District's rights hereunder and shall notify Camelot of the availability of third party funds. Camelot shall turn over to School District any such funds that may be received by Camelot.

**19. Non-Discrimination.** School District is an equal opportunity employer under applicable Laws, and requires the same of Camelot. Camelot, for itself, its officers, agents, and staff, covenants and agrees that it shall not discriminate against in hiring, promotion, subcontracting or procurement practices or intimidate any employee or other person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin or Vietnam-era or any other veteran status, or any other impermissible ground.

**20. Miscellaneous.**

**20.1 Governing Law.** This Agreement shall be construed and enforced under the law of the state where the School is located, regardless of its conflict of laws provisions, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

**20.2 Headings.** Titles and headings of the sections of this Agreement are for convenience of reference only and do not form a part of and shall not in any way affect the interpretation of this Agreement.

**20.3 Entire Agreement; Amendment.** This Agreement includes all exhibits referred to herein, all of which are hereby incorporated by reference. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Agreement also supersedes any course of conduct, performance or dealing between the Parties. No amendment or modification changing this Agreement's scope or terms shall have any force or effect unless executed and delivered in writing and signed by all Parties.

**20.4 Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent that assignment is permitted under this Agreement.

**20.5 No Third Party Beneficiaries.** This Agreement and each and every provision thereof is for the exclusive benefit of School District and Camelot and not for the benefit of any third party.

**20.6 Attorney's Fees.** If any action or proceeding is brought by either Party to remedy a breach of this Agreement or to enforce any of its provisions, the prevailing Party shall be entitled to, in addition to any other relief granted in such action or proceeding, reasonable attorney's fees, disbursements and court costs.

**20.7 Authority to Bind.** The undersigned signatories each represent and warrant, independent of the other, and on behalf of the respective Party for whom they have executed this Agreement, that they have the authority to execute and deliver this Agreement on behalf of such respective Party, and that this Agreement represents the valid and binding obligations of such respective Party, and that the respective Parties hereto have each taken all appropriate corporate and company action as is necessary or required for the validity and enforceability of this Agreement.

**20.8 Severability.** If a court holds any term, covenant or condition of this Agreement invalid, such holding shall not affect or impair the validity of any other terms, covenants or conditions of this Agreement, which the Parties hereby deem severable and which shall remain in full force and effect.

**20.9 Waiver.** No one shall or may find, hold or determine that a Party has waived any term, covenant or condition, set forth in this Agreement, or any remedy set forth in this Agreement, unless that Party has set forth its waiver in a writing signed by that Party.

**20.10 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The receipt by facsimile or electronic media of an executed copy of this Agreement shall be deemed the receipt of an original document.

*[Signature page is the next succeeding page.]*

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed and delivered this Agreement as of the last day and year set forth in the Preamble above.

**CAMELOT SCHOOLS OF FLORIDA, LLC**

By: \_\_\_\_\_  
Name/Title:

**SANTA ROSA SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name/Title:

## EXHIBIT A

### **PROGRAM SERVICES**

1. Camelot will provide Students placed in the Program by School District with full-time educational services at the School. The Program will include at least one hundred and eighty (180) full school days each School Year, prorated for any partial School Year during the Term. Camelot will provide services and conduct the Program five (5) days per week, Monday through Friday, from 8:00 A.M. to 3:00 P.M., excluding holidays and holiday and semester breaks.
2. Camelot will work closely with School District to determine the appropriate length of the placement in the Program for each Student.
3. Camelot will provide Students with a standards-based educational program aligned with School District's core curriculum. Camelot will employ School District's academic instruction program, including School District's curriculum, course scope and sequence, and assessment cycle and assessments. Students must have access to the core subjects (English, math, social studies and science) and specials (e.g. some offerings in areas such as art, music, dance, PE, etc.) in a manner similar to what is offered at School District for their grade level. School District will provide training to Camelot's teachers as needed with respect to employing School District's academic instruction program. Camelot will provide Students with all required books and instructional materials.
4. Camelot will follow and administer School District's benchmark system for Student assessment.
5. Camelot will monitor and maintain records of Student attendance. Camelot will maintain a daily attendance log for all Students and will document attempts to ensure and monitor each Student's attendance. These steps shall include: calls to the home, letters to the home and home visits. At the end of each school month, Camelot will send the School District Representative, student daily attendance logs, attendance records, and attendance reports. Camelot will use its best efforts to promote and encourage each Student's attendance and document efforts to assist Students and their families in maintaining good attendance.
6. Camelot will monitor and document each Student's daily academic and behavioral progress. At the beginning of the Term and at the beginning of each School Year, and upon the enrollment of each Student in the Program, Camelot will establish written transition goals and objectives for each Student to reach by the end of the School Year or enrollment period. Camelot will monitor each Student's progress in reaching these goals and objectives, and will modify the goals and objectives as appropriate, and will provide School District with a written report of each Student's progress on a quarterly basis and at the completion of each School Year.
7. Camelot will cooperate with School District who may periodically schedule conferences with parents, Students, School District's representatives and Camelot's teachers and representatives to discuss and evaluate Students' daily academic and behavioral progress.

8. Camelot will provide regular counseling and social work services for all Students. This will include weekly skill-based groups, and individual counseling on an as needed basis, for all Students based on their behavioral needs. Camelot will also provide other social work or counseling support as needed. Such Services shall not include Related Services; however, with respect to Exceptional Student Education Students, Camelot's staff will assist each Exceptional Student Education Student in mastering the goals prescribed in each such Student's IEP.
9. Camelot will work closely and cooperate with School District, using the Child Find Process, to address Students in need of Exceptional Student Education Services.
10. School District will provide transportation to Students placed in the Program. Any issues or concerns with the timeliness or safety of transportation must be reported to the School District Representative immediately.
11. School District will forward all student records to Camelot at least 24 hours in advance of placement.
12. In the event of Student behavior which might merit suspension or expulsion from the Program, Camelot will isolate the child from the other students and make immediate contact with the designated School District official for consultation prior to the temporary removal of the child from the Program.

## EXHIBIT B

### EXCEPTIONAL STUDENT EDUCATION SERVICES

1. Definitions.

a. “*Exceptional Student Education Services*” means the educational or academic services prescribed for a Exceptional Student Education Student in such Student’s IEP.

b. “*Related Services*” means all services, except for Exceptional Student Education Services, prescribed for a Exceptional Student Education Student in such Student’s IEP, including, without limitation, counseling requiring the services of a psychologist or psychiatrist, occupational therapy, physical therapy, speech therapy, and special transportation services.

c. “*IEP*” means the Individualized Education Plan-Program designed for each Exceptional Student Education Student, and for purposes of this Agreement, includes the Exceptional Student Education Student’s NOREP, and any plan or agreement for modifications and accommodations required under ADA to be made or provided to or for such Student.

d. “*Exceptional Student Education Student*” means a Student in the Program who is required pursuant to such Student’s IEP to receive Exceptional Student Education Services.

e. “*NOREP*” means the formal Notice of Recommended Educational Placement, prepared by School District and signed by the parents or legal guardians of a Exceptional Student Education Student being recommended for placement in the Program.

f. All terms used in this Exhibit with capital initials and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. Exceptional Student Education Program Requirements. The Parties’ respective responsibilities with respect to Exceptional Student Education Students are as follows:

a. Camelot shall provide to all Exceptional Student Education Students the Exceptional Student Education Services in each such Student’s IEP. Camelot shall endeavor to ensure that each Exceptional Student Education Student placed in the Program makes academic progress in accordance with such Student’s IEP.

b. School District will provide all Related Services for all Exceptional Student Education Students placed in the Program by School District.

c. School District will be responsible for evaluating and determining which Students qualify for placement in the Program as Exceptional Student Education Students, based on the suitability of the Program and the individual needs of the Students for Exceptional Student Education Services. As part of the placement process for each Exceptional Student Education Student, School District shall obtain and provide to Camelot a NOREP signed by such Exceptional Student Education Student’s parents or legal guardians, relating to the placement of such Student in the Program.

d. School District shall provide Camelot with all necessary information regarding each Student’s IEP prior to placement in the Program. School District shall update each IEP at least



annually and in accordance with IDEA and other applicable Laws, and shall notify Camelot at least two (2) business days in advance of the schedule of each annual IEP meeting with each Exceptional Student Education Student's parent or legal guardian. Camelot will have appropriate staff present at any IEP meeting. Camelot will work directly with the School District point person for Exceptional Student Education Services should they believe any enrolled regular education Student to be eligible for Exceptional Student Education Services.

e. Camelot shall employ teachers who shall be certified and credentialed in Exceptional Student Education ("**Exceptional Student Education Teachers**"). Either the Exceptional Student Education Teachers or a certified administrator with sufficient expertise in Exceptional Student Education Services, will be available to review and assist School District to update IEPs and provide the Exceptional Student Education Services as are necessary or required by applicable Laws.

f. Camelot shall maintain on staff a sufficient number of Exceptional Student Education Teachers as required to deliver the Exceptional Student Education Services to all Exceptional Student Education Students placed in the Program. The Exceptional Student Education Teachers shall:

(i) serve the Exceptional Student Education Students in the Program, in conformity with the caseload requirements of IDEA and other applicable Laws;

(ii) conduct ongoing progress monitoring of Exceptional Student Education Students in accordance with IDEA, including the documentation and monitoring of each Student's academic and behavioral progress toward each IEP goal with verifiable and measurable data; and

(iii) assist School District in updating IEPs when required, and assist in developing positive behavior support plans based on a "Functional Behavior Analysis" when requested.

g. Camelot covenants and agrees that all teachers and staff are familiar with, and will in its professional development make its staff aware of, all applicable Laws with respect to the Exceptional Student Education Students placed in the Program, and Camelot shall implement and operate the Program in a manner that conforms to all applicable Laws. Camelot shall cooperate with School District and structure the Program so as to ensure clear responsibility and accountability for the Exceptional Student Education Students. The Program shall provide for: (i) "child-find" identification activities, (ii) a support role for School District in evaluation and re-evaluation of Exceptional Student Education Students; (iii) IEP implementation and academic program delivery services; and (iv) other reporting and liaison and claims management duties, as more fully set forth below:

(i) Evaluation and Identification Responsibilities. Camelot shall identify and notify School District of all Exceptional Student Education Students who require evaluation(s) or re-evaluation(s). School District staff shall be responsible for leading the evaluation or re-evaluation process. Camelot shall structure the Program such that all assessments, including but not limited to curriculum-based testing in all areas of suspected need, including, without limitation, reading comprehension, word comprehension, reading fluency, decoding, writing, behavioral analyses, are completed in a timely manner. In connection with any evaluation report ("**ER**") or re-evaluation report ("**RER**"), Camelot shall promptly notify School District if Camelot, in its professional skill, judgment and experience has reasonable grounds to believe that any part of an ER or RER fails adequately to address the needs of a Exceptional Student Education Student.

(ii) Individual Education Plans. Camelot shall ensure that its staff implement the Exceptional Student Education Services components of the IEPs for each Exceptional Student Education Student, and shall ensure that each such Exceptional Student Education Student promptly receives the Exceptional Student Education Services. School District shall provide or otherwise procure the Related Services and other programs and services not offered by Camelot as set forth in this Agreement. Camelot shall provide prompt notice to School District if Camelot identifies a need for services not then offered in the Program for a Exceptional Student Education Student. As part of its responsibilities, Camelot shall comply with the procedural requirements promulgated by the Department of Education for the ER/IEP process, using the ER, IEP and other related forms developed by School District. Camelot and School District shall cooperate in a prompt and reasonable manner when a Student needs placement outside the Program to provide the programs and Related Services in the Exceptional Student Education Student's IEP. School District shall promptly provide to Camelot in a timely manner a complete and accurate copy of each Exceptional Student Education Student's Exceptional Student Education records, including IEPs and NOREPs, when a Exceptional Student Education Student with an existing ER, RER or IEP transfers from one of School District's Schools to the Program. School District shall be responsible for the completeness and accuracy of each such Exceptional Student Education Student's records through the date of delivery of such records to Camelot.

(iii) Provision of Services. Camelot shall monitor the implementation of all administrative functions (i.e., attendance, suspensions, discipline) at the School in a manner consistent with each Exceptional Student Education Student's IEP, and all applicable Laws, and give notice promptly to the School District of any noncompliance. Camelot shall implement promptly such actions as may prove necessary to correct any such noncompliance. Camelot shall ensure that any implementation of its "Least Restrictive Environment" plan complies with each Exceptional Student Education Student's IEP. If a Exceptional Student Education Student returns to a School District school, Camelot shall promptly, and in any event no later than two (2) school days after Camelot receives notice that the Exceptional Student Education Student has enrolled or intends to enroll in a School District school, deliver to School District the Student's true, correct and complete copy of all relevant documentation associated with the Services provided to the Exceptional Student Education Student, including ER, RER, IEPs, settlements, resolutions, etc. If a prospective Exceptional Student Education Student receiving Exceptional Student Education Services in a School District school, enrolls in the Program, School District shall promptly deliver to Camelot a true, correct and complete copy of all relevant documentation, not subject to a privilege (e.g., attorney-client), in School District's possession, if any, associated with the services provided to such Student, including the ER, RER, IEPs, settlements, resolutions, etc.

(iv) Camelot's Staff. Camelot shall dedicate sufficient administrative staff with authority to direct and support staff in order reasonably to ensure Camelot's compliance with this Exhibit B. Camelot shall train all staff associated with the Program in applicable Exceptional Student Education duties and functions. Camelot shall monitor, supervise, exercise due and active oversight over, and report to School District as necessary regarding the Program and personnel. Camelot shall monitor and discipline its staff in order to ensure optimal service delivery under this Exhibit B.

(v) Reviews and Reports. Camelot shall report timely, and shall provide full assistance to School District to endeavor to ensure that School District reports timely in connection with all Exceptional Student Education reporting required by applicable Laws. Camelot shall ensure

that its staff carry out all data-entry in a timely manner as necessary to permit School District to generate monthly reports on Exceptional Student Education Students, including Students with a plan or agreement for modifications and accommodations required under ADA, including the number of Exceptional Student Education Students referred to court for truancy proceedings, and the number of Exceptional Student Education Students absent. Camelot shall report to School District promptly and timely in connection with the School District's "December 1 child count" to the Department of Education. Camelot's failure to comply with this covenant constitutes a material breach of this Agreement, as such count governs funding reimbursement to School District.

h. Each Party shall cooperate with the other in supplying information and documentation to one another, in the form and format used by the other, when needed in order to meet each Party's respective reporting obligations under applicable Laws. School District and Camelot shall cooperate to ensure compliance with the requirements of the IDEA, Section 504 of the Rehabilitation Act, ADA and other applicable Laws.

## **EXHIBIT C**

### **DESIRED OUTCOMES**

- Reduce violations of the student code of conduct that result in serious incidents, discipline referrals, suspensions, and expulsions
- Minimize the impact of the Student's diagnosed behavioral disorders on academic performance and peer relationships
- Reduce and eliminate behaviors that negatively impact learning, educational performance, good school and classroom conduct, and appropriate interaction with teachers and peers
- Teach behaviors, social skills and coping mechanisms/competencies that positively impact ability to learn, make appropriate academic progress, and to receive instruction in less restrictive environments including the general educational setting
- Ensure parent participation in educational and transitional programming
- Increase school attendance
- Increase academic performance and ability to participate and receive instruction in the general education setting
- Prepare students to receive instruction in the general education setting and to facilitate movement to less restrictive settings