

HEALTH SCIENCES COLLEGIATE ACADEMY

FIRST AMENDMENT TO THE OPERATIONAL AGREEMENT BETWEEN

THE DISTRICT BOARD OF TRUSTEES, LAKE-SUMTER STATE COLLEGE,
THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
PINECREST LAKES ACADEMY, INC,
UNIVERSITY OF CENTRAL FLORIDA, AND
ORLANDO HEALTH SOUTH LAKE HOSPITAL, INC.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
VISION AND GENERAL PRINCIPLES	4
Responding to Employment and Market Forces	5
ORGANIZATIONAL STRUCTURE	5
HSCA Director	5
HSCA Support Staff	6
HSCA Instructional Personnel	6
Governance Committee	6
Operations Committee	6
Dispute Resolution	7
CURRICULUM	7
CAPACITY	7
ADMISSIONS AND CONTINUATION	7
Admissions Procedures for Rising 9th Graders	8
Eligibility Guidelines for Rising 9th Graders	8
Continuation Guidelines for Rising 11th Graders	8
Eligibility Guidelines for Rising 11th Graders to Join in 11th Grade	8
Rapid Return to High School	9
Grievances or Appeals	9
Waivers	9
PARTNER RESPONSIBILITIES	9
LSSC	9
LCSB	10
PLMH	11
SLH	11
UCF	11
EXCEPTIONAL STUDENT EDUCATION/STUDENT SERVICES	12
STUDENT DISCIPLINE	12
TRANSPORTATION	12
ACCOUNTABILITY AND INSTITUTIONAL RESEARCH	12
Method of Data Transfer and Security	12
Disposition of Data	13
BACKGROUND CHECKS AND FINGERPRINTING	13

FISCAL MANAGEMENT AND OPERATIONAL FUNDING	13
Invoicing of the HSCA	13
HSCA INFORMED CONSENT AND RELEASES	13
FERPA	13
TERMS AND CONDITIONS	13
Term of Contract	13
Termination of Contract	14
Program Termination Procedures	14
Addition of a Partner to the HSCA	14
Governing Law	14
Successors and Assigns	14
Binding Nature	14
No Third-Party Beneficiary	14
Notices	15
Captions	16
Severability	16
Entirety of Agreement	16
Force Majeure	16
Warranties and Representations	16
Waiver of Breach	17
Authority	17
Drafting of Agreement	17
Sunshine Law and Public Records	17
SIGNATURES	18

HEALTH SCIENCES COLLEGIATE ACADEMY OPERATIONAL AGREEMENT

This Operational Agreement is made and entered into this 1st day of July, 2021 by and between **The District Board of Trustees, Lake-Sumter State College ("LSSC")**, **The School Board of Lake County, Florida ("LCSB")**, **the University of Central Florida Board of Trustees ("UCF")**, **Pinecrest Academy, Inc ("PLMH")** and **Orlando Health South Lake Hospital, Inc. ("OHSLH")** (collectively referred to as the "Partners") regarding the operations of the Health Sciences Collegiate Academy ("HSCA").

WHEREAS, the Partners have previously entered into a Memorandum of Understanding for a Health Science Collegiate Academy dated the 27th day of June, 2018 broadly outlining the general responsibilities and obligations of the Partners for the establishment of the Health Sciences Collegiate Academy which is superseded by this Operational Agreement; and

WHEREAS, the Partners desire to collaborate in the Health Sciences Collegiate Academy which will provide select students of Lake County an opportunity to earn an exemplary high school education, credit towards a college diploma with a major emphasis in the health sciences, and dual enrollment opportunities; and

WHEREAS, through the combined efforts of the Partners' governing boards, administrations and consultants, LSSC, LCSB, UCF, PLMH, and OHSLH have negotiated Partners' responsibilities to allow for the implementation of a joint program utilizing the resources of all of the Partners to provide an intense program of education and training in the STEM and health sciences at LCSB's high school facilities, LSSC's campus, PLMH, and Orlando Health South Lake Hospital.

WHEREAS, the Partners desire to enter into this Operational Agreement to define their fundamental rights and responsibilities with regard to the operation, admissions, and curriculum of the Health Sciences Collegiate Academy with the additional understanding that each Partner will annually approve a Dual Enrollment Agreement.

NOW, THEREFORE, it is agreed as follows:

VISION AND GENERAL PRINCIPLES

In keeping with their shared commitment to provide the students of Lake County with outstanding educational opportunities, the Partners have entered into this Operational Agreement with the following general principles and goals:

- a. The HSCA will support students in 9th and 10th grades in their enrolled Lake County high school whether it is a LCSB high school or PLMH. The HSCA will serve students in 11th and 12th grades at the LSSC campus;
- b. Students in the HSCA will also take part in programs at the Orlando Health South Lake Hospital campus and at the UCF campus;
- c. The first class of the HSCA started in August 2015;
- d. Students in the HSCA will be encouraged to earn the highest exit option possible. The academic program will provide students the opportunity to earn a high school diploma as well as occupational certificates, Associate in Arts, Associate in Science, or Associate in Applied Sciences degrees based on courses completed with demonstrated competencies. Depending on the postsecondary credentials earned, the student may transfer to university,

professional programs, or enter the workforce;

- e. The operations of the HSCA will be funded using the principle that funding for the HSCA follows the student equal to that student's level of participation in the HSCA;
- f. The Partners commit to ongoing effective communication and collaboration to maximize educational opportunities and to solve any unanticipated challenges that may arise;
- g. The Partners agree that when challenges arise related to the HSCA, they will first be addressed collaboratively and cooperatively at the lowest possible level of the governance ladder;
- h. The Partners will collaborate in providing a seamless approach to education at all levels of instruction from high school to college/university to employment;
- i. Emphasis will be placed on a rigorous STEM curriculum and the HSCA will strive to incorporate innovative technology throughout the student experience;
- j. The student learning experience will be customized and personalized to advance the HSCA and support student success.

Responding to Employment and Market Forces

It is the goal of the Partners that through the involvement of the STEM/healthcare community and the commitment of the Partners to flexibility and innovation at the HSCA, graduating students will meet the needs of both local and regional employment markets. Based on input from the local business community, the initial curriculum design will focus on the health-related professions using medical technology, intensive and integrated course offerings, and on-the-job practical experience all with the ultimate goal of combining academic excellence with the development of "real world" skills. It is recognized; however, that the HSCA's program and emphasis may change over time in response to the local and regional job market.

ORGANIZATIONAL STRUCTURE

The Partners intend to have a system of governance recognizing that each entity must comply with the laws, regulations, and policies which govern them. At the same time, the Partners recognize the need for ongoing communication and collaboration to operate in concert. The Partners do hereby establish a Governance Committee and an Operations Committee, which are created to assist LSSC's staff in the management, operation, administration, and supervision of the HSCA in alignment with the vision and general principles outlined in VISIONS AND GENERAL PRINCIPLES.

HSCA Director

The HSCA Director is responsible for the oversight, management, and operation of the HSCA from grades 9 through 12. This includes strategic planning, budget management, research and administrative functions, communication with stakeholders, and marketing. The Director establishes and maintains curricular guidelines in collaboration with participating Partners and LSSC faculty, state regulations and SACSCOC standards. Provides reports and communications to Governance Committee and Chairs the Operations Committee. The Director supervises LSSC support staff that are assigned to the HSCA program. By virtue of the position, the HSCA Director is *an ex-officio*, non-voting member of the Governance Committee.

The HSCA Director is an employee of LSSC and must thereby adhere to LSSC employment rules and policies. From the Effective Date of this First Amendment to the Operational Agreement, the Partners will have an opportunity to participate in the hiring process of the HSCA administrative personnel

including the program director. The supervisor of the HSCA Director is responsible for the annual evaluation of the HSCA Director and will include feedback from the Governance Committee in the annual evaluation.

HSCA Support Staff

HSCA support staff may include advisors, administrative support, and tutors. The HSCA Director is responsible for the management, supervision, and evaluation of LSSC support staff assigned to the HSCA program. The Partners are responsible for the management, supervision, and evaluation of their respective support staff assigned to the HSCA program.

HSCA Instructional Personnel

HSCA Instructional Personnel include LSSC faculty teaching college courses that include HSCA students in the 10th, 11th and 12th grades. LSSC Academic Affairs Administrators are responsible for the hiring and supervision of the instructional personnel teaching LSSC courses and will collaborate with the HSCA Director to achieve program outcomes. The Partner schools are responsible for the hiring and supervision of their respective instructional personnel teaching 9th and 10th grade students and will collaborate with the HSCA Director to achieve program outcomes.

Governance Committee

The Governance Committee shall be responsible for the general supervision of the HSCA including achieving the vision and principles of the HSCA as outlined by this Operational Agreement. The Governance Committee shall meet at least twice per year to review the function and outcomes of the HSCA in alignment with the vision and general principal outlined in VISIONS AND GENERAL PRINCIPLES.

The Governance Committee is responsible for the annual review of the HSCA operating budget and will consider all requests to add HSCA staff based upon need, associated cost and available funding. Members of the Governance Committee are responsible for fostering collaboration between the Partners, ensuring timely and ongoing communication with their respective governing boards, and approving HSCA administrative policies.

The Governance Committee shall include the following:

- a. President of Lake-Sumter State College or his or her designees;
- b. Superintendent of Lake County Schools or his or her designees;
- c. President of Orlando Health South Lake Hospital or his or her designees;
- d. President of the University of Central Florida or his or her designees;
- e. Board Chair of Pinecrest Academy, Inc. should this also be or his or her designees;
- f. HSCA Director (*ex-officio* member).

Operations Committee

The Operations Committee will manage the day-to-day activities of the HSCA. Members of the Operations Committee are responsible for coordinating HSCA activities at each of the Partners' sites. Members will ensure the HSCA complies with Partners' policies and procedures, provide on-going and timely communication with their respective site, and provide administrative support to the HSCA. The HSCA Director will convene and chair the Operations Committee.

The Operations Committee will include the following:

- a. HSCA Director (Chair);
- b. Administrator from OHSLH;
- c. Administrator from UCF;
- d. District Lead from LCSB;
- e. One LCSB high school representative (2-year rotating appointment);
- f. PLMH Administrator.

Dispute Resolution

The Partners agree that successful management of the HSCA program requires a high level of communication, coordination and collaboration. The Partners further agree that when disagreements arise, they should be addressed at the lowest level of supervision and will progress, as needed, through each level of supervision until a joint resolution is achieved. Formal complaints and grievances filed will be investigated and resolved within each respective Partner's employment policies and procedures.

CURRICULUM

The Initial Curriculum Plan for the HSCA includes programs leading to careers in Allied Health, Medical Professional, Healthcare Administration, Public Health, and Healthcare Technology. The HSCA curriculum will include academic coursework and health sciences experiential activities that will satisfy all graduation requirements for regular high school diplomas awarded by any of the Partners. The Partners agree that the curriculum is subject to change as market trends, industry standards, and circumstances warrant. The high school academic courses will be aligned with LSSC course offerings to provide maximum opportunity for dual enrollment in LSSC courses. Students will be expected to use technology extensively in the HSCA curriculum, where appropriate.

CAPACITY

The Governance Committee will annually determine the capacity for the incoming 9th grade cohort and will designate how those spots are to be divided among the Partners. The initial enrollment capacity in the HSCA during the 9th grade will be between 100-200 participants per year based on available space at LSSC and OHSLH's experiential learning capacity. Participants will be chosen by an admissions process articulated in the Section ADMISSIONS AND CONTINUATION. In accordance with School Board Policy and applicable Florida Statute, provisions may be made for other students to enter if vacancies occur during subsequent years of the program to maintain the capacity as set by the Governance Committee with standards articulated in the Section ADMISSIONS AND CONTINUATION. The Governance Committee realizes that the size and scope of the HSCA may change and can determine a space outside the range of 100-200 participants. Capacity can change without signing a new agreement or passing an amendment by the Partners.

ADMISSIONS AND CONTINUATION

The Partners hereby acknowledge their commitment to recruiting and retaining HSCA students, who are genuinely motivated and qualified to enter the full range of STEM and health-related professions. Partners will work to develop a qualified pipeline of students to be guided into an advanced curriculum allowing these students to be academically prepared to enroll in higher education while

still in high school. To receive the maximum benefits of the HSCA, students will need to meet college readiness requirements as set forth in Florida Statute by the start of their 11th grade year. The Operations Committee will be charged with ensuring appropriate pupil progression and academic progress within these general guidelines. This agreement is in addition to the annually approved Dual Enrollment and/or Collegiate High School Agreement.

Admissions Procedures for Rising 9th Graders

HSCA Director will convene an admissions and continuation panel from the Partners to review applications, score the applications using a rubric, and interview selected applicants during the eighth grade for entry at the beginning of the 9th grade. The panel will consist of the HSCA Director & Assistant Director with the addition of interested Operations Committee members. The panel will recommend the acceptance, hold, or denial of applicants. The HSCA Director, guided by the capacity targets set forth by the Governance Committee, will work with Partners to enroll students into the HSCA. Students may only enroll at the beginning of an academic year (fall). The panel will review academic progress of HSCA students and will recommend the continuation or suspension from the program.

Eligibility Guidelines for Rising 9th Graders

The following criteria will serve as a guideline for admissions to the HSCA for rising 9th graders:

- a. Be eligible to matriculate to and enroll in a Partner high school;
- b. Have earned an overall unweighted grade point average of 3.0 prior to high school;
- c. Must submit an HSCA application by the appropriate deadline;
- d. Complete a selection interview with the HSCA.

Continuation Guidelines for Rising 11th Graders

Florida statutes govern the minimum criteria for dual enrollment students and collegiate high school students. HSCA continuation guidelines must comply with Florida statutes. The following criteria will serve as a guideline for continuation for rising 11th graders:

- a. Earned sufficient credit to be classified as a high school student for the appropriate grade;
- b. Earned an overall unweighted high school grade point average of 3.0;
- c. LCSB students should have passed all required assessments for high school graduation;
- d. Meet the college readiness requirements as set by Florida statute;
- e. Be in good standing at the Partner sites.

Eligibility Guidelines for Rising 11th Graders to Join in 11th Grade

Florida statutes govern the minimum eligibility criteria for dual enrollment students and collegiate high school students. Continued eligibility guidelines may be updated to comply with Florida statutes. The following criteria will serve as a guideline for eligibility for rising 11th graders:

- a. Earned sufficient credit to be classified as a high school student for the appropriate grade;
- b. Earned an overall unweighted high school grade point average of 3.0;
- c. LCSB students must have passed all required assessments for high school graduation;
- d. Meet the college readiness requirements as set by Florida statute. Be in good standing at the Partner sites;

- e. Students should have completed 12 high school credits and be making satisfactory progress toward a Florida high school diploma. (note: an ideal candidate would have completed English I, English II, Algebra, Geometry, Biology, World History, and HOPE prior to full-time dual enrollment.)

Students may only enter the HSCA program in 9th & 11th grades and those who leave the program cannot re-enter the program unless they are eligible to apply in the 10th grade.

Rapid Return to High School

The HSCA is an accelerated high school curriculum and all students who enter the 11th and 12th grades may not be able to complete college level coursework successfully. The Partners will work together to develop mechanisms that ensure the completion of the Florida high school diploma. The HSCA will adopt a mechanism with LCSB and PLMH that allows for a semester withdrawal and re-enrollment, "rapid return" to high school for struggling students.

Grievances or Appeals

The HSCA has adopted an informal process when seeking resolution to a grievance or to appeal a decision of the HSCA to ensure that applicants and students have access to a fair, equitable, and timely course of action for a grievance or appeal a decision.

To file a grievance or an appeal, the student/guardian must submit a written letter addressing the concern to the HSCA Appeals Panel within 30 days of original action. All grievances or appeals will be reviewed by the HSCA Appeals Panel which will consist minimally of the HSCA Director, the Operations Committee representative for the school of attendance, and the UCF Operations Committee representative. Decisions by the HSCA Appeals Panel are final and cannot be appealed.

Students and their parents/guardians' families may have a concern about a Partner's policy, procedure, or decision. For example, a student may be concerned about a grade in an LSSC course. The student must follow the policy or procedure associated with that Partner. In the case of a grade at LSSC, the student would follow the LSSC Catalog & Student Handbook.

Waivers

The Partners may jointly waive eligibility and participation criteria through a student request or Partner request. The Waiver will be reviewed by the HSCA Appeals Panel. Decisions by the HSCA Appeals Panel are final and cannot be appealed.

PARTNER RESPONSIBILITIES

In support of the curriculum plan and experiential learning, the HSCA will provide students with a range of experiences, both online and in-person, to supplement their exploration of STEM and health science careers while furthering students' understanding of the health professions. Partner responsibilities include:

LSSC will:

- a. Serve as the main administrative body for the HSCA supporting and encouraging collaboration between the Partners;

- b. Host joint professional development sessions between faculty and staff of the high schools, hospital, and the college;
- c. Facilitate with Academic Affairs on curriculum development for HSCA courses;
- d. Oversee the admission of HSCA students and assist in providing some staff to participate in recruitment including information sessions;
- e. Host orientation activities for each incoming cohort of students at the beginning of their 9th grade year;
- f. Coordinate the monitoring of HSCA students' academic progress and success;
- g. Facilitate enrichment programs on the college campus to achieve scholars' academic, career, and personal goals;
- h. Provide academic and career advising and support for HSCA students;
- i. Host orientation activities for HSCA students prior to their 11th grade year;
- j. Organize and oversee experiential learning activities such as observation and job-shadowing opportunities for HSCA students;
- k. Host a scholar's reception at the end of each cohort's fourth year to recognize and celebrate the scholar's accomplishments in the HSCA;
- l. Coordinate grant and research opportunities for the HSCA;
- m. Coordinate the evaluation and assessment of the HSCA program;
- n. Hire and maintain adequate LSSC-based staffing, technology, and facilities to administer the HSCA;
- o. Participate in data sharing to meet the highest levels of accountability, institutional research, and state and federal reporting standards.

LCSB will:

- a. Work with HSCA staff to facilitate recruitment/admissions, institutes/symposia, experiential learning activities, and other students' activities including providing transportation for field trips and chaperones;
- b. Provide time for high school faculty to engage in joint training with Partners;
- c. Provide lead Coordinators at each high school to work with HSCA Director regarding HSCA activities and monitoring of student progress;
- d. Provide academic and career advising for 9th and 10th grade HSCA students enrolled in LCSB schools;
- e. Provide staff to participate in HSCA recruitment;
- f. Provide access to LCSB campuses in order to foster a collaborative environment for working with students and staff for the betterment of the HSCA program;
- g. Provide Textbooks, Electronic Access Codes, and Other Course Materials Per §1007.271(17);
- h. Provide transportation for 9th and 10th graders to ensure full participation in experiential activities for LCSB students;
- i. Participate in data sharing to meet the highest levels of accountability, institutional research, and state and federal reporting standards.

PLMH will:

- a. Work with HSCA staff to facilitate recruitment/admissions, institutes/symposia, experiential learning activities, and other students' activities including providing transportation for field trips and chaperones;
- b. Provide time for high school faculty to engage in joint training with Partners;
- c. Provide lead Coordinators at each high school to work with HSCA Director regarding HSCA activities and monitoring of student progress;

- d. Provide academic and career advising for 9th and 10th grade HSCA students enrolled in PLMH schools;
- e. Provide staff to participate in HSCA recruitment;
- f. Provide access to PLMH campuses in order to foster a collaborative environment for working with students and staff for the betterment of the HSCA program;
- g. Provide Textbooks, Electronic Access Codes, and Other Course Materials Per §1007.271(17);
- h. Provide transportation for 9th and 10th graders to ensure full participation in experiential activities for PLMH students;
- i. Participate in data sharing to meet the highest levels of accountability, institutional research, and state and federal reporting standards.

OHSLH will:

- a. Host on-site experiential learning activities for HSCA students;
- b. Provide an Administrator to work with the HSCA Director to organize volunteer, observation, and job shadowing, opportunities;
- c. Help to provide contacts with other health professionals in South Lake County. Will provide staff to participate in HSCA recruitment;
- d. Participate in data sharing to meet the highest levels of accountability, institutional research, and state and federal reporting standards.

UCF will:

- a. Provide access to speakers and facilitators for academic course and experiential learning activities;
- b. Provide academic and career advising for 11th and 12th grade students to facilitate a seamless transfer to academic programs with emphasis on completion of LSSC program before transfer to UCF;
- c. Provide staff to participate in HSCA recruitment;
- d. Provide opportunities and access to campus facilities, activities, and staff to encourage enrichment in STEM and Healthcare fields;
- e. Participate with other partners in the planning, budgeting, and potentially conducting a STEM Camp annually for HSCA students;
- f. Along with Partners, plan and potentially develop opportunities for Partners to participate in professional development activities;
- g. Work with the HSCA to ensure successful transfer to UCF, consistent with existing DirectConnect™ to UCF;
- h. Collaborate with other Partners to plan and potentially provide opportunities for HSCA students to gain exposure to high-tech learning tools and pedagogy, perhaps including medical simulation and training;
- i. Participate in data sharing to meet the highest levels of accountability, institutional research, and state and federal reporting standards.

EXCEPTIONAL STUDENT EDUCATION/STUDENT SERVICES

Subject to the conditions set forth herein and as otherwise required by law, LCSB, PLMH and LSSC will provide exceptional student education services for students identified as residing within Lake County in the same manner as any other special-needs student attending the LCSB school, PLMH or LSSC.

STUDENT DISCIPLINE

All students participating in the HSCA while in the high school shall be subject to discipline in accordance with the policies of the LCSB or PLMH. Students enrolled in the Dual Enrollment or the Collegiate High School Program shall also be subject to discipline and due process procedures in accordance with the policies of the LSSC, in the same manner as any other dual-enrolled LCSB or PLMH student.

ACCOUNTABILITY AND INSTITUTIONAL RESEARCH

Partners will strive to meet the highest levels of accountability and institutional research. The Partners will work cooperatively to meet state and federal reporting standards as well as collect and utilize data to inform planning and decision-making. The data will only be used for HSCA planning, reporting, research and/or analytical purposes and will not be used to determine student eligibility or to make any other determinations affecting an individual.

Data Sharing and Consent

Partners agree to share, routinely, or as necessary, all student record data from the student's educational record allowed by federal laws and Florida Statutes. The HSCA will obtain informed consent to share educational records between the Partners from the appropriate parent, guardian, or student.

Method of Data Transfer and Security

Partners will assume responsibility of data received from each other and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access. Partners will comply with all applicable federal and state laws and regulations protecting the privacy of students including the Family Educational Rights and Privacy Act (FERPA). Partners will be notified in the event the security, confidentiality, or integrity of the data exchanged is or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery. Appropriate course(s) of action will be determined based on inputs from the Partners. Exchange of data between either K-12 or Higher Ed and 3rd party contractors is subject to the requirements outlined in this agreement.

Disposition of Data

Partners will dispose of all records in accordance with Federal law and Florida Statutes.

BACKGROUND CHECKS AND FINGERPRINTING

Partners of the HSCA will follow Florida statutes for background checks and fingerprinting for their institution. Partners will follow their respective institution's policies regarding background checks and fingerprinting. A Partner may request proof of compliance with applicable Florida statute and institutional policies.

FISCAL MANAGEMENT AND OPERATIONAL FUNDING

LCSB and PLMH agree to pay \$4,580 per student for three years beginning with the 2021-2022 Academic Year. The Governance Committee must annually approve the funding rate per student

based upon the most recent enrollment, expenditure and loss information. Changes in legislation or appropriations related to dual enrollment or early college programs that occur throughout the term of this agreement will be addressed in an addendum.

Invoicing of the HSCA

LSSC will invoice LCSB and PLMH twice a year, fall and spring semesters, after the official LSSC "census date". The HSCA will use the census following the close of the LSSC drop-add period each semester to determine HSCA dual enrollment. LSSC shall provide itemized invoices following established LSSC third party billing procedures and timelines.

HSCA INFORMED CONSENT AND RELEASES

FERPA

The HSCA will obtain a signed HSCA Informed Consent and Release from a parent or guardian upon enrollment in the HSCA. The HSCA Informed Consent and Release will cover, at a minimum, the sharing of educational records between Partners (FERPA) and in reporting to third parties.

TERMS AND CONDITIONS

Term of Contract

The duration of this Operational Agreement will be for a period of three years from the signed contract date, but ending on or before June 30, 2024. However, funding must be reviewed on an annual basis.

Renewal or termination of the Operational Agreement must take place prior to the admission cycle for an upcoming cohort or program termination procedures will apply to that cohort.

Termination of Contract

Any one of the Partners may terminate this Operational Agreement and all provisions hereto upon the occurrence of any one of the following:

- a. The passage of legislation or regulation that makes the continued performance under this Operational Agreement economically or practically unsound as determined by any one Partner; or
- b. The amount of funds budgeted by the Legislature to any Partner makes the continued performance under this Operational Agreement economically or practically unsound as determined by any one Partner.

Program Termination Procedures

Once program termination is initiated by a Partner, the Governance Committee must approve a program termination plan or teach-out plan in compliance with third party accreditors for current students enrolled in the HSCA within 90 days.

Addition of a Partner to the HSCA

The Governance Committee may recommend the addition of a new Partner by a unanimous vote. A prospective Partner must submit a formal proposal for addition to the HSCA. The Partners must agree to an amendment to the Operational Agreement that includes amendments to:

- a. **ORGANIZATIONAL STRUCTURE;**
- b. **PARTNER RESPONSIBILITIES;**
- c. **FISCAL MANAGEMENT AND OPERATIONAL FUNDING;**

and agree to human resources and program responsibilities. Any new Partner must agree to be bound by the terms and conditions of the Operational Agreement as any other Partner.

Governing Law

The laws of the State of Florida shall govern the validity of this Operational Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Operational Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Lake County, Florida.

Successors and Assigns

This Operational Agreement shall not be assigned without prior written consent of all the other Partners, which consent may be withheld for any reason.

Binding Nature

LSSC, LCSB, OHSLH, PLMH and UCF each binds itself and its successors, executors, administrators, and assigns to the other party of this Operational Agreement and to the successors, executors, administrators, and assigns of such other party.

No Third-Party Beneficiary

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of, LSSC, LCSB, OHSLH, PLMH and UCF, nor shall it be construed as giving any right or benefit hereunder to anyone other than LSSC, LCSB, PLMH, UCF and OHSLH. There is no intended third-party beneficiary of this Operational Agreement.

Notices

Any notice, request, demand, consent, approval or other communication required or permitted by this Operational Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods:

- a. Hand delivery to the other party; or
- b. Delivery by commercial overnight courier service; or
- c. Mailing by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are as follows:

LSSC:
President
Lake-Sumter State College
9501 U.S. Highway 441
Leesburg, Florida 34788

Copy to:
Anita Geraci-Carver
1560 Bloxam Avenue
Clermont, FL 34711

LCSB:
Superintendent of Lake County Schools
201 West Burleigh Boulevard
Tavares, Florida 32778-2496

Copy to:
Stephen W. Johnson
1000 W. Main Street
Leesburg, FL 34748

OHSLH:
President
South Lake Hospital
Suite 600
1900 Don Wickham Drive
Clermont, FL 34711

Copy to:
James B. Bogner,
Mateer & Harbert, P.A.
225 E. Robinson
Orlando, FL 32801

UCF:
Office of the President
University of Central Florida
PO Box 160002
Orlando, FL 32816-0002

Copy to:
Youndy Cook, Interim Vice-President
and General Counsel
University of Central Florida
PO Box 160002
Orlando, FL 32816-0002

Pinecrest Lakes Academy:
Board Chair
14301 SW 42nd St.
Miami, FL 33175

Copy to:
Charles A. Gibson
Gibson Law Offices
3634 Grand Avenue
Miami, FL 33133

Notice given in accordance with the provisions of this section shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

Captions

Captions in this Operational Agreement are included for convenience only and are not to be considered in any construction or interpretation of this Operational Agreement or any of its provisions.

Severability

If any term or provision of this Operational Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Operational Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Operational Agreement shall be deemed valid and enforceable to the extent permitted by law.

Entirety of Agreement

This Operational Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Partners agree that there is no commitment, agreement, or understanding concerning the subject matter of this Operational Agreement that is not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the formality and of equal dignity with this Operational Agreement.

This Agreement specifically terminates and replaces the Operational Agreement between The School Board of Lake County, Florida, The District Board of Trustees, Lake-Sumter State College, Montverde Academy, the University of Central Florida Board of Trustees, and South Lake Hospital, Inc., dated 08/23/2018 regarding the operations of the HSCA and any amendments thereto.

Force Majeure

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

Warranties and Representations

Each party warrants and represents, with respect to itself, that neither the execution of this Operational Agreement nor performance of the obligations contemplated hereby, shall violate any legal requirements, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound, or require any consent, vote, or approval that 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 this Operational Agreement full right and authority to enter into this Operational Agreement and to perform its obligations hereunder, and each party agrees to supply to any other party, upon request, evidence of such right and authority.

Waiver of Breach

No consent of waiver, express or implied, by any party to this Operational Agreement or to any breach or default by another in the performance of any obligation hereunder shall be deemed or construed to be consent or waiver 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 under this Operational Agreement.

Authority

Each person signing this Operational Agreement on behalf of any party individually warrants that he or she has full legal power to execute this Operational Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Operation Agreement.

Drafting of Agreement

This Operational Agreement has been drafted and negotiated by LSSC, LCSB, OHSLH, PLMH and UCF and the same shall not be construed against any party.

Sunshine Law and Public Records

The Partners acknowledge that the Governance Committee, is are subject to Florida's Public Records Law, F.S. 119.01 et al. and Florida's Government in the Sunshine Law, s.86.011, Florida Statute.

