

SECOND ADDENDUM TO SCHOOL BOARD
OF OSCEOLA COUNTY CHARTER SCHOOL CONTRACT

THIS SECOND ADDENDUM TO SCHOOL BOARD OF OSCEOLA COUNTY CHARTER SCHOOL CONTRACT (the "Second Addendum") is entered into as of this ____ day of _____, 1999 between the School Board of Osceola County, Florida located at 817 Bill Beck Boulevard, Kissimmee, Florida, 34744 (the "School Board"), and New Dimensions High School, Inc. located at 220 East Monument Avenue, Suite C, Kissimmee, Florida 34741 (the "Charter School" or "School"). :

WHEREAS, the School Board and the Charter School entered into a Charter School Contract dated March 31, 1998, and an Addendum dated September 1, 1998 (the "Charter School Contract"); and

WHEREAS, enrollment in the Charter School has enabled the School Board to be eligible for a SIT Grant; and

WHEREAS, the Charter School has operated at 4900 Pleasant Hill Road, Kissimmee, Florida 34759 (the "Charter School Property") and the Charter School has the opportunity to purchase the Charter School Property; and

WHEREAS, the parties wish to make provisions for the distribution of any SIT fund award; and

WHEREAS, the parties desire to amend the Charter School Contract for that purpose.

NOW, THEREFORE in consideration of the provisions, mutual promises, covenants, and conditions hereinafter set forth or recited, the parties agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Addendum.
2. **Definitions.** All of the terms appearing herein which had the first letter capitalized and are not otherwise defined herein, shall have the respective meaning set forth in the Charter School Contract.
3. **Application.** The Charter School and the School Board will file a SIT Award Application Form (the "Application") which is substantially in the form of Exhibit "A" which is attached and incorporated by reference to this Amendment.
4. **Distribution.** If a SIT Fund award is made to the School Board, then the School Board shall distribute ninety-five percent (95%) of the SIT Fund award to the Charter School for the purposes delineated in the Application, subject to the provisions of

this Agreement. However, in no event will the Board distribute more than the amount of SIT Funds that equal ninety-five percent (95%) of the amount of two (2) mill capital outlay money available for each student station in the District times the number of students at the Charter School. Any excess amount over this cap will be retained by the School Board.

5. **Use of Funds.** The Charter School will use the funds disbursed from the School Board from the SIT Fund award for the following projects which are more specifically described in the Application:
 - a. Purchase of the Charter School Property
 - b. Additional wing to the Charter School Property
 - c. Purchase of buses
 - d. Purchase of computer
6. **No Lien or Conveyance.** The Charter School will not sell, convey, lease, mortgage, or allow any liens of any type whatsoever to be placed on any real or personal property purchased with the SIT Fund award money, including, but not limited to, the Charter School Property, the buses, and the computers. The Charter School will obtain waivers of lien from all existing and future creditors with respect to the real and personal property purchased with SIT Fund money.
7. **Care of Charter School Property.** The Charter School shall not remove or demolish any building or other property on the Charter School Property without the written consent of the School Board. The Charter School shall not permit or commit any waste, impairment, or deterioration of the Charter School Property or any part thereof and will keep the Charter School Property in good condition and repair.
8. **Recording of Agreement.** The School Board and Charter School agree that a copy of this Agreement and a legal description of the Charter School Property will be recorded in the public records of Osceola County, Florida upon the Charter School taking title to the property.
9. **Right to Inspect.** Prior to releasing any SIT Fund money to the Charter School for the purchase of real property, the School Board will have reasonable opportunity to examine the real property, perform investigations, and obtain appraisals. If the

investigations and appraisals are not favorable, then the parties agree to renegotiate this Second Addendum.

- 10. **Termination of Charter School Contract.** Upon the termination of the Charter School Contract for any reason whatsoever, the Charter School will convey both real and personal property obtained with SIT Fund money to the School Board for a purchase price of ten (10) dollars. The School Board will have thirty (30) days to investigate any real or personal property and may refuse to take title to the property in its sole discretion.

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

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

By: Tom Greer
Tom Greer, Chairman

Attest:
By: Blaine Muse
Blaine Muse, Superintendent

WITNESSES:

NEW DIMENSIONS HIGH SCHOOL, INC.

Jaqueline T Dodge
Signature of Witness
Jaqueline T Dodge
Print Name of Witness

By: Karen Butler
Karen Butler, President

Christina Testani
Signature of Witness
Christina Testani
Print Name of Witness

By: Mary E. Emerson
Mary Emerson, Secretary

SIT Award Application Form

Charter School

1. ACADEMIC DESIGN:

A combination of teaching methodologies has been implemented at NDHS. **Personal Development Plans (PDP)** have been developed for each student. A smaller student body makes this individualized attention to academic progress and success much more feasible, and in the long run, the student's education much more relevant. The process of developing the PDPs will involve teachers, parents, and students. Also, in accordance with our goals, we provide our students with a relevant, yet rigorously academic experience, we utilize a student-centered, thematic approach, with project-based instruction. This provides students with the opportunity to simulate real-world work environments in which employees work cooperatively to achieve desired goals. This approach is embedded in a rigorous academic core that provides all students with the necessary skills to succeed in this globally competitive world.

NDHS uses **Robert Marzano's *Dimensions of Learning* framework** as the core of its curriculum, instruction, and assessment. Even though it is a unique framework that we use, our curriculum is consistent with the **Sunshine State Standards**. The methodologies suggested in this framework reflect theories of how learning occurs. Instruction is focused largely on interdisciplinary themes that are meaningful to the lives of students. Studies show that this method of instruction is the most effective way to promote learning.

CURRENT CHARTER SCHOOL FACILITY:

New Dimensions High School is housed in what was formerly The Poinciana Christian Church and School. We currently hold a twelve month lease on the property. The building, which was originally built in 1988 with the classroom wing added in 1992, sits on five and a half acres in the beautiful, quiet rural setting of Poinciana, FL. The main building is 10,550 square feet and houses six classrooms, a cafeteria with kitchen/serving area, three offices, a main lobby area, a two hundred seat auditorium, and six restroom facilities. Behind the main building we have two 14 feet by 50 feet portable classroom units that were donated to NDHS by a business partner. (Please see attached for picture and details.)

2. FUTURE PLANS FOR THE CHARTER SCHOOL FACILITY:

The intentions for future use of the facility is to purchase the building this spring/summer and to add a wing of classrooms to the site this summer. We currently house 157 Osceola District high school students. The district has projected a student enrollment of 268 for the 1999-2000 school year. We plan to expand to 300 students for the 1999-2000 school year and eventually maximize our capacity

at five hundred students. Since the community of Poinciana, which we are part of, as well as Osceola County as a whole, is growing rapidly, we know that our student population will grow significantly over the next three years. This certainly will assist the school district in meeting their needs of housing students, since the student population in the district has been growing steadily for quite a number of years now.

To emphasize the substantial savings for Osceola County, please see the figures below:

1998-99 School Year

Osceola County's cost for 155 student stations	= 155 x \$17,600.00 = \$2,728,000.00
NDHS cost for 155 student stations	= 155 x \$3,705.00 = \$574,275.00

A savings for Osceola County of = \$2,153,725.00

NDHS has been operating for the 1998-99 school year on the FTE allocations only, which we have been given bi-monthly. From these monthly checks we have been paying rent, utilities, phone services, teacher and staff salaries, benefits, insurance, textbooks, computers and instructional materials, maintenance, and all other ancillary services required to operate a school.

SIT Award Planned Expenditure Form

Bondable Capital Outlay Expenditure Projects:

Name of Project

Purchase of the Poinciana Christian Church

- **Description of Project**

Allowed funds to purchase the building that we are occupying would make it possible that we would not have a large monthly lease payment, taking away from other operational expenditures that need to be met in order to allow the school to carry out the priorities that we presented in our Charter Contract with the School District. These priorities are student and instructional oriented.

- **Estimated Cost of Project**

The sale price for the desired property is \$595,000.00

- **Desired Start Date of Project**

We have entered into discussion with the Elders of Poinciana Christian Church to purchase the building when our one year lease is up at the end of May 1999.

Name of Project

Additional Classroom Wing added to existing building

- **Description of Project**

- A classroom wing containing:
- six classrooms
- 2 bathrooms
- research/media room

- **Estimated Cost of Project**

The estimated cost for the addition is \$600,000.

- **Desired Start Date of Project**

Once the building has been purchased by us we will then be able to begin construction, which beginning projected construction date would be Summer of 1999.

Name of Project

Purchase of two school buses

- **Description of Project**

Having our own busses will allow us more flexibility in transporting the students to and

from school in addition to possibly adjusting our open and close times for the school day. This also allows us the ability to have transportation for school field trips for educational enhancements.

- **Estimated Cost of Project**

The price for two school buses would be $2 @ \$49,000 = \$98,000.00$

- **Desired Start Date of Project**

We would like to purchase the two busses to begin transportation of NDHS students for August of the 1999-2000 school year.

Name of Project

Purchase of twenty computers to be placed in the media/research lab

- **Description of Project**

This media/research lab would allow the NDHS students the opportunities to utilize on-line services to research topics and enhance classroom instruction.

- **Estimated Cost of Project**

The cost of a 20 station computer lab would cost \$19,520.00

- **Desired Start Date of Project**

The utilization of the computer lab would begin as soon as the new classroom wing is ready.

Total Needs Expenditures: \$1,312,520.00