

SCHOOL BOARD OF OSCEOLA COUNTY CHARTER SCHOOL CONTRACT

This School Board of Osceola County Charter School Contract ("Contract") is entered into as of the 3 day of June, 1998, between the School Board of Osceola County, Florida ("School Board"), the contracting body for the School District of Osceola County (the "District" or "School District") and New Dimensions High School, Inc., a non-profit organization, organized under the laws of the State of Florida located at 220 E. Monument Avenue, Suite C, Kissimmee, Florida 34741 ("Charter School" or "School").

RECITALS

WHEREAS, the purpose of the Charter School is to demonstrate that students can meet the goals of the school. The mission of the School is to create and sustain an educational opportunity specifically designed for students in Osceola County which actively engages them in a rigorous academic program integrated with a strong career component which will empower them to pursue a post-secondary education. A curriculum built around thematic projects that are meaningful to the student and the community will develop productive habits of mind and empower students to be life-long learners. The School shall be a high school serving approximately two hundred and fifty (250) to one thousand (1000) students in grades ninth (9) through twelfth (12) grades and who reside in the District.

WHEREAS, the Florida Statutes in section 228.056 (the "Charter School Legislation") provide that Charter Schools shall improve student learning; increase learning opportunities for all students, with special emphasis on expanding learning experiences for students identified as academically low achieving; encourage the use of different and innovative learning methods; increase choice of learning opportunities for students; establish a new form of accountability of schools; require the measurement of learning outcomes and create innovative measurement tools; make the Charter School a unit for improvement; and create new professional opportunities for teachers. The Charter School shall meet those purposes as follows: The focus of the curriculum in the School will be developmentally responsive in keeping with the National High School's description of high school curriculum. Curriculum will be performance based in keeping with Florida's Sunshine State Standards. **Robert Marzano's Dimensions of Learning Framework** will be used as the core of curriculum, instruction, and assessment. 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.

Through a curriculum built around thematic projects that are meaningful to the student and the community, students will develop productive habits of mind and empower students to be life-long learners. Based on a project-based, thematic approach, teachers will link subject matter thematically through specially designed projects. Teachers will team with community faculty who have special knowledge or expertise in helping students see the relevancy of what they are learning. Core curriculum areas include Language Arts; Mathematics; Science; Social Studies, Fitness and Wellness, Life and Employability Skills, all grounded with a foundation of Character Education and Community Service.

WHEREAS, the Charter School will be non-sectarian and non-discriminatory in its programs, admissions policies, employment practices, and operations; be accountable to the School Board for its performance; not charge tuition or fees; meet all applicable Federal, State, and local health, safety, and civil rights requirements; and be subject to an annual financial audit in a manner which is similar to that of the School Board.

Now therefore in consideration of the foregoing, the parties agree as follows:

I. General Provisions

A. Contract Documents

1. Recitals. Recitals in the Whereas Clauses are incorporated herein and made part of this Contract.
2. Attachments. This Contract consists of the Contract Document and Attachments A through C which are binding and attached and incorporated by reference. In the event of any conflict between this Contract and the Attachments, terms of the Contract control.
3. Application. It is the intent of the parties that this Contract shall constitute the School's Charter. The application which was approved by the School Board on February 3, 1998 by a vote of 5 to 0, is attached as Attachment A. (the "Application").
4. Budget. The revised budget of the School is attached as Attachment B and incorporated by reference. (the "Budget").
5. School Board Rules. The School Board rule which pertains to Charter Schools is also incorporated by reference into this Contract and the School agrees to follow the requirements found in School Board rules.

B. Term

1. Term. This Contract shall become effective upon the signing of both parties and shall cover a term of three years commencing on March 31, 1998 and ending on March 31, 2001.
2. Implementation Timetable. The timetable for implementation of this Contract shall be as follows:
 - (a) The initial startup date of the School shall be the same as the

School Board public school calendar. The initial startup date shall be August 10, 1998; and,

- (b) In accordance with the implementation timetable attached as Attachment C and as follows:

November 19, 1997	Application draft presented to the Sponsor's Board
December 16, 1997	Charter Application presented to the Sponsor's Board
February 3, 1998	Provisional approval of the Charter Application
March 1998	Public hearing and presentation of the charter agreement
August 10, 1998	Classes begin for students

3. Modification. This Contract may be modified during its initial term by mutual agreement of the parties and such modifications shall be agreed to in writing and executed by both parties.
4. Cancellation. During the term of the Contract or any renewal thereof, the School Board may cancel the Contract under procedures in paragraph 5 for any of the following grounds:
- (a) Failure to meet the Student Achievement Objectives, including insufficient progress made in attaining Student Achievement Objectives and it is not likely that such objection can be achieved during term of the Contract.
 - (b) Failure to meet generally accepted standards of fiscal management.
 - (c) Violation of Federal, State or local law.
 - (d) Other good cause.
5. Notice of Cancellation. At least ninety days prior to renewing, non-renewing, or terminating this Contract, the School Board shall notify the governing body of the Charter School of the proposed action in writing. This notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School's governing body may, within fourteen days of receiving the notice, request an informal hearing before the School Board. The School Board shall conduct the informal hearing within thirty days of receiving a written request. The School's governing body may, within fourteen days after receiving the School Board's decision to terminate or refusal to renew the Contract, appeal the decision to the State Board of Education pursuant to procedures in the Charter School Legislation.

6. Immediate Termination. This Contract may be terminated immediately if the School Board determines that the health, safety, or welfare of the students is threatened or that it has good cause. The School Board shall assume the operation of the Charter School under these circumstances. If the School Board assumes operation, the Charter School will submit to the School Board all records related to the Charter School without delay, in no case more than 10 days. The School Board must provide the basis for termination in written findings reasonably detailing the basis for termination and such findings should be made concurrently with termination.
7. Termination or Non-Renewal. In the case of termination or non-renewal of the Contract:
- (a) The Charter School shall be dissolved;
 - (b) Any unencumbered funds from the Charter School shall revert to the School Board;
 - (c) Charter School property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the School Board;
 - (d) The governing body of the Charter School is responsible for all debts of the Charter School. The parties acknowledge that the School Board may not assume the debt from any contract made between the Charter School and a third party, except for a debt that is previously agreed upon in writing by the School Board and that may not reasonably be assumed to have been satisfied by the School Board;
 - (e) Any student who attended the Charter School may apply to and be enrolled in another public school and normal application deadlines shall be disregarded under these circumstances;
 - (f) The School shall be liable and shall reimburse the School Board for all costs incurred by the School Board as a result of the termination or non-renewal;
 - (g) The School shall submit all records to the School Board without delay, in no event more than ten days after the termination or non-renewal.
8. Renewal. This Contract may be renewed in increments of one year at any time upon mutual consent of the parties and mutual execution of a written

renewal in the manner required by law. The School Board may choose not to renew for the grounds listed in paragraph 4.

C. Statutory Requirements

1. Sunshine Law. The Charter School shall comply with provisions of Chapter 119, Florida Statutes, relating to public records and section 286.011, Florida Statutes, relating to public meetings.
2. Health, Welfare and Safety. The Charter School shall apply with all applicable federal, state, and local health, welfare, and safety laws.
3. Non-Discrimination. The School agrees to adhere to a policy of non-discrimination in educational programs and activities and employment practices. It will strive affirmatively to provide equal opportunity for all as required by Federal and State law, including but not limited to:
 - (a) Title VII of the Civil Rights Act of 1964 (prohibiting discrimination on the basis of race, color, religion or national origin);
 - (b) Title VII of the Civil Rights Act of 1964 (prohibiting discrimination in employment based on the basis of race, color, religion, gender or national origin);
 - (c) Title IX of the Education Amendments of 1972 (prohibiting discrimination on the basis of gender);
 - (d) Age Discrimination Employment Act of 1967 (prohibiting discrimination on the basis of age with respect to individuals who are at least forty years of age);
 - (e) Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against the disabled);
 - (f) Americans with Disabilities Act of 1990 (prohibiting discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications);
 - (g) The Family and Medical Leave Act of 1993 (requiring covered employers to provide up to twelve weeks of on paid, job

protective leave to eligible employees for certain family and medical reasons);

- (h) Florida Educational Equity Act (prohibiting discrimination on the basis of race, gender, national origin, marital status, or disability against a student or employee);
- (i) The Florida Civil Rights Act of 1992 (securing for all individuals in the State of Florida freedom from discrimination because of race, color, religion, gender, national origin, age, disability or marital status);
- (j) Veterans are provided reemployment rights in accordance with Federal and State law (section 295.07, Florida Statutes) which stipulate categorical preferences for employment; and
- (k) applicable School Board rules.

4. Charter School Legislation. Both parties agree to comply with the provisions of Chapter 96-186, Laws of Florida, which is the legislation authorizing charter schools and the Charter School Legislation. If any conflict exists between the provisions of the approved application or this Contract and the Charter School Legislation, then the provisions of the law shall be prevailing.

D. Annual Progress Report

- 1. Annual Progress Report. The Charter School Legislation requires the School Board to provide the State Board of Education, the Commissioner of Education, the President of the Senate, and Speaker of the House of Representatives an annual progress report which includes an analysis and comparison of the overall performance of the students at the Charter School. The parties agree that the School Board will utilize results from the State and District required assessment programs referenced in this Contract and the data elements to be included in the annual reports which the School is required to submit pursuant to the Charter School Legislation. At a minimum, the report shall contain the following information:
 - (a) the Charter School's progress towards achieving goals outlined in this Contract;
 - (b) the information required in the annual school report pursuant

to section 229.592, Florida Statutes;

- (c) the financial records of the School including all revenues and expenditures; and
- (d) salary and benefit levels of the Charter School's employees.

2. Cost Accounting. The Charter School agrees to do an annual cost accounting and provide such information to the School Board.

E. Length of School Year

1. Minimum Length. The School shall provide instruction for a minimum of 180 days for each school year or the amount required by Florida law, whichever is less. If the School Board is required to or elects to provide more than 180 days, the School shall also provide instruction for that number of days. The School may provide instruction for additional days.

II. Academic Accountability

A. School Curriculum

1. In General. The Charter School agrees to implement its educational and related programs as specified in the School's approved application, setting forth the School's curriculum, the instructional methods, and any distinctive instructional techniques to be used. An outline of the School's curriculum is in the Application Attachment "A" (the "School Curriculum"). The School agrees to faithfully adhere to the School Curriculum. The School Curriculum may be amended upon approval by the School Board. The Charter School agrees to implement the current baseline standard of achievement, the outcome to be achieved, and the method of measurement that has been mutually agreed upon and identified in the School's School Curriculum.

2. Accountability Criteria. The methods used to identify the educational strengths and needs of students and the educational goals and performance standards and Student Achievement Objectives are also set forth in the School Curriculum. This accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessment programs, as specified in the School Curriculum.

B. Assessment/Report

1. Assessment Progress. The School shall be responsible for administering said tests and bearing any costs with such administration. Furthermore, the School agrees to administer all state assessments within the timeframe approved for the other public schools in the District.
2. Progress Report. Pursuant to statutory requirements that the Charter School submit an annual progress report which includes among other elements, comparative student performance data and information required by section 229.592, Florida Statutes, the School agrees to utilize data provided through its participation with the School Board in electronic data processing systems acceptable to the School Board pertaining to admissions, registrations, and student records.
3. Access to Records. The Charter School agrees to allow the School Board reasonable access to review data sources, including collection and recording procedures in order to assist the School Board in making a valid determination about the degree to which student performance requirements, as stated in the Contract, have been met as required by the Charter School Legislation.
4. Consistency. Based on the assumption that at some point in their academic careers some of the students involved at the School will return to the regular public school system, the Charter School will utilize a record and grading system that is consistent with the School Board's current record and grading procedures.
5. Innovation. The School Board shall insure that the School is innovative and consistent with the state education goals established by s.229.591, F.S.
6. Graduation Requirements. The School shall comply with the method for determining that a student has satisfied the requirements for the graduation pursuant to s.232.245, F.S., as found in the approved application.

C. Record keeping

1. Maintenance of Records. The Charter School will maintain both

active and archival records for current and former students in accordance with the Florida Statutes and Florida Administrative Code Rule 6A-1.0955.

- a. All permanent (Category A) records of students leaving the Charter School, whether by graduation, transfer to the public school system, or withdrawal to attend another school, will be transferred to the School Board, MIS Department at 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492.
 - b. Records of student's progress (Category B) will be transferred to the appropriate school if a student withdraws to return to the regular Osceola County Public School System or another school system. The School may retain copies of the departing students' academic records created during the students' attendance at the School.
2. Annual Report. An annual report from the School will be transmitted to the MIS Department, listing all students enrolled during the school year and the disposition of each student's permanent records, i.e., stored on site, transmitted to the School Board or other disposition if appropriate. This report shall be transmitted each year prior to July 1st.

III. Students

A. Definition of Students

1. The parties agree that the School will serve the entire District and that the School must be open to application from any Osceola County student in grades nine (9) through twelve (12) as stated in the Application.
2. The parties agree that the community to be served by this charter includes those population areas in Osceola County that are served by the middle schools and high schools.
3. In keeping with items one (1) and two (2) above, the School further agrees that, it will work to achieve a racial/ethnic balance within the range served by other public schools in the District; that it will not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served in English for Speakers of Other Languages (ESOL) programs;

and that it shall not violate the anti-discrimination provisions of s.228.2001, F.S., The Florida Education Equity Act or any other anti-discrimination law. The School shall guarantee that its admissions policies shall be nonsectarian.

B. Disabled/ESOL Students

1. Students with Disabilities. Exceptional students shall be provided with programs implemented in accordance with Federal, State, and local policies and procedures:
 - (a) The Individuals with Disabilities Education Act (IDEA) and its implementing regulations.
 - (b) Section 504 of the Rehabilitation Act of 1973, and the Osceola County policies and procedures for Section 504, Subpart D.
 - (c) Americans with Disabilities Act.
 - (d) Florida's Equity Act.
 - (e) Chapter 6A-6 of the Florida Administrative Code, and certain rules under Chapter 6A-1, FAC pertaining to confidentiality of records, testing programs and course modifications.
 - (f) The Osceola County Special Programs and Procedures Document.
 - (g) The Osceola County Admission and placement Manual and its accompanying forms.
 - (h) Appropriate sections of the Osceola County Pupil Progression Plan dealing with exceptional students.
 - (i) Appropriate sections of the Osceola County Code of Student Conduct dealing with discipline of exceptional students.
2. The programs shall include, but are not limited to, providing the following:
 - (a) a non-discriminatory policy regarding placement, assessment identification, and selection;

- (b) free appropriate public education; and
- (c) individual educational plans (“IEP”) which include an IEP meeting with the student’s family. Students with disabilities will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disabilities is such that education in regular classes with the use of supplementary aides and services cannot be achieved satisfactorily. It is the Charter School’s goal to place students in an environment where they can flourish, those students whose needs cannot be adequately addressed at the Charter School will be appropriately referred.

The Charter School staff will work closely, and as early as possible in the planning and development stages with the School District staff to discuss the needed services of the Charter School’s students with disabilities. Parents with students with disabilities will be afforded procedural safeguards in their native language, which includes the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings, and surrogate parents.

- 3. The School will work closely with the School Board in planning and developing programs for ESE, including but not limited to participating in planning activities for the IDEA grants.
- 4. The School will follow the Osceola Special Programs and Procedures Document and the Admissions and Placement Manual and forms, with respect to any activity involving referral of students, initial referrals, initial evaluations, reevaluations, transfers in and out, staffing, IEPs, dismissals, reassignments, surrogate parents, procedural safeguards and the due process provisions.
- 5. The School will complete federal and state reports in accordance with the time lines and specifications of the School Board and the Department of Education.
- 6. The School will notify and invite the School Board to any and all staffing and IEP meetings, by giving at least two weeks prior notice, with a copy of the Parent Participation Form, by mail or given in person.
- 7. The School will make available the amount of regular education and

special education and related services listed on each student's IEP. Also, the School will make available appropriate inclusive environments as stated on the student's IEP.

8. The School will assist the School Board in any legal or quasi-legal activity connecting with an ESE student attending or admitted to the School, such as a due process hearing request or formal complaint.

C. ESOL Students. Students at the School who are of limited proficiency in English will be served by English Speakers of Other Languages (ESOL) certified personnel who will follow the School District plan for Limited English Proficient Students. The School will meet the requirements of the League of the United Latin American Citizens (LULAC) v. State Board of Education Consent Decree.

D. Enrollment Process

1. The Charter School shall be open to any student residing in the County School District as specified in paragraph III (A).
2. The Charter School agrees to enroll any eligible student who submits a timely application. However, if the number of applications exceeds the capacity of a program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random lottery. Preference may be given to student at risk.
3. Enrollment is subject to compliance with the provisions of sections 232.0315 and 232.032, F.S., concerning school entry health examination and immunizations.
4. The number of students in the School shall not exceed two hundred-fifty (250) during the initial year, three hundred-fifty (350) during the second year and four hundred-fifty (450) during the third year of this Contract.

E. Discipline.

1. The School agrees to maintain a safe learning environment at all times. The School shall be guided by Florida state law and the School Board's policies in the development of the School's disciplinary policies.
2. Charter School students may be expelled by the School Board upon

a recommendation by the Charter. Any of the following student behaviors are grounds for disciplinary action which may lead to possible expulsion of the student:

- (a) the illegal use, possession or sale of controlled substances, as defined in Chapter 893, Florida Statutes, or possession of electronic paggers, by any student while the student is upon school property or in attendance at a school function.
 - (b) the possession of a firearm, knife, a weapon, or an item which may be used as a weapon by any student while the student is on school property or in attendance at a school function.
 - (c) violence against any school personnel or another student.
 - (d) sexual harassment.
 - (e) vandalism (theft, defacing, misuse of school property).
 - (f) the School may expand this list in the development of the School's disciplinary policy.
3. The School agrees to comply with the federal Gun Free Schools Act of 1994 and any other applicable state and/or federal law pertaining to the health, safety, and welfare of students.

F. Extracurricular Activity

1. Students at the Charter School will be eligible for participation in extracurricular activities at the Charter School in the same manner as other schools in the District.

G. Student Records.

1. The School will insure that all student records are kept confidential as required by applicable law.
2. The School agrees to report its student enrollment to the School Board as required in s.236.081, F.S., and in accordance with the definitions in s.236.013, F.S. at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The School Board agrees to include the School's enrollment in the District's report of student enrollment. In order to

receive full FTE funding, the School shall provide all required information within the same time schedule required for other Osceola County Schools. If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State for any errors or omissions.

3. The School Board agrees to utilize its existing automated reporting system to input data required for various reports required by the Department of Education. The School agrees to provide the necessary data required for input in a format acceptable for transmission to Tallahassee. The data elements shall include, but may not be limited to the following:
 - (a) Demographic Information
 - (b) ESE data
 - (c) Grade Level Assignments
 - (d) Required health information
 - (e) Required Discipline Codes/Incident Data
 - (f) Daily Attendance
 - (g) Transportation
 - (h) Student Schedules
 - (i) Teacher Demographics
 - (j) Master Schedule
 - (k) ESOL/Migrant Codes
 - (l) Grades/grading period/grading scale
 - (m) ERW (Entry, Reentry, Withdrawal) Information
 - (n) Test Scores
 - (o) Transcripts

IV. Financial Accountability

A. Revenue.

1. Funding. The School Board agrees to pay the School for eligible students taught by the School in accordance with the Charter School Legislation. Students enrolled in the School shall be funded as if in a basic program or a special program, the same as students enrolled in other public schools in the District. The School shall report its student enrollment to the School Board as required in section 236.081, Florida Statutes. The School Board shall include the School's enrollment in the School Board's enrollment. Total funding for the School will be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted FTE students reported by the School during the FTE student survey periods designated by the Commissioner of Education. Funding for student enrollment in the School shall be the sum of District operating funds from the Florida Education Finance Program (FEFP), as provided in section 236.081, Florida Statutes, and the General Appropriations Act, including gross state and local fund, discretionary lottery funds, and discretionary operating millage funds divided by total district funded weighted full-time-equivalent (WFTE) students times the weighted full-time-equivalent (FTE) students of the School. Whenever the School's students or programs meet the eligibility criteria, the School shall also receive its proportionate share of categorical programs funds included in the FEFP, excluding transportation. The School shall provide the School Board with documentation that categorical funds received by the School were expended for purposes for which the categorical were established by the Legislature.
2. Federal Funding. Any eligible student enrolled in the School shall be provided Federal funds for the same level of service provided other eligible students in the schools operated by the School Board.
3. Funding Adjustment. Total funding shall be recalculated during the school year to reflect actual WFTE students reported by the School during the FTE student survey periods. Additionally, funding for the School shall be adjusted during the year as follows:

- (a) In the event of a state holdback or a proration which reduces district funding, the School's funding will be reduced proportionately.
- (b) In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature, resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

Should the School Board receive notice of an FTE funding adjustment which is attributable to substantial noncompliance by the School, the School Board shall deduct such assessed amount from the next available payment otherwise due the School. In the event that the assessment is charged near the end of or after the term of the Contract where no further payments are due the School, the School Board shall provide prompt notice to the School and request reimbursement within thirty (30) working days.

4. Fund Availability. The performance of the School Board of any of its obligations under this Contract shall be subject to and contingent on the availability of monies lawfully applicable for such purposes.

B. Administrative Management

1. Initial Costs. The Charter School agrees to provide reasonable proof of its ability to fund the initial startup of the School. The School agrees to demonstrate sufficient capital reserves or a letter of credit equal to two month's operating revenue to insure adequate per student funding prior to FTE counts. The School will provide monthly invoices to the School Board.
2. Administrative Fee. The School Board shall retain an administrative fee of no more than the actual cost or 5% of the available public funds, (as provided for in part IV(A)) whichever is less, for the administration of this Contract, including processing the application and the monitoring required of the School Board. The School Board shall withhold 5% from each payment made to the School for administrative costs. At the end of each fiscal year, a full cost analysis shall be performed by the School Board and compared with the amount withheld. An adjustment will be made if the actual costs of administration are less than the amount withheld and the

School shall receive a credit for that amount.

3. Standard Accounts. The Charter School shall utilize the standard State codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools. Federal, state, and local funds shall be maintained according to existing mandates and practices, i.e. separate funds and bank accounts for federal funds and state and local funds.

4. Financial Reports. The School will provide a monthly financial report to the School Board, to be delivered to the School Board no later than the twentieth (20th) day of the following month. The financial report is a cumulative report, and the last report will constitute the annual report. The report shall include revenue and expenditure information in detail commensurate with the original budget. As such, it shall have individual columns for:
 - (a) the budget
 - (b) revenues or expenditures, month-to-date
 - (c) revenues or expenditures, year-to-date
 - (d) the budget balance (excess or deficiency of budgeted to actual)

The Charter School shall provide the School Board with annual financial reports. These reports must include a complete set of financial statements and notes prepared in accordance with Generally Accepted Accounting Principles for inclusion into the School's financial statements, formatted by revenue source and expenditures and detailed by function and object by the following time line:

- (a) unaudited statements: no later than August 20th of each year and
 - (b) audited statements: no later than September 20th of each year.
5. Financial Audit. The financial audit shall be performed by a qualified certified public accountant who is approved by the School Board. The audit shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the

Auditor General, State of Florida. The Charter School agrees to submit to and pay for an annual financial audit, in a manner similar to that of the School District, showing all revenues received from all sources and all direct expenditures for services rendered. The School Board reserves the right to perform additional audits as part of its financial monitoring responsibilities whenever it deems it necessary at its own expense.

The funding for any subsequent year or Contract extension if approved by the School Board, shall be contingent upon the receipt and subsequent review of the audit of the School Board.

6. Transportation/Food Service. The parties agree that transportation and food service will be provided by the Charter School in a manner which is acceptable to the School Board. Prior to the initial start up date of the Charter School, the parties will enter into an addendum to this Contract which address transportation and food service.
7. Tax/Bond. The School shall not levy taxes or issue bonds secured by tax revenue.
8. Third Party Contracts. Any contract entered into between the Charter School and a third party must provide that the third party is not entering into a contract with the School Board.
9. Payment Distribution of funds to the School shall begin in July 1998. The School Board shall pay the School one-twelfth of the available funds as set forth in IV(A) less the 5% administrative fee within ten working days of receipt by the School Board of a distribution of State or local funds. If payment of an invoice is not made within 30 working days after receipt by the School Board, the School Board shall pay to the School, in addition to the amount of the invoice, interest at the rate of one (1) percent per month calculated on a daily basis on the unpaid balance from the expiration of the 30 day period until such time as the payment is made.
10. School Board Personnel Services. The parties agree that the School may utilize the services of the School Board in specialized areas such as ESE testing, etc. The School Board will charge the School for services agreed upon by the parties or provided by the School Board with reasonable notice at the following rate:

hourly rate plus benefits of the School Board's

personnel performing the service multiplied by number of actual hours beyond services that are regularly regarded as district level administrative services.

The School Board will invoice the School monthly for these services. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If payment of an invoice is not issued within thirty (30) working days after receipt by the School, the School shall pay to the School Board, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the payment is made.

11. Reports/Right to Inspect. The parties agree that the School Board, with reasonable notice, may request and the School shall provide reports on School operations and student performances. The School Board has the right to inspect all records of students attending the School upon reasonable notice. The School shall take any measures necessary to insure that the School Board has access to those records.
12. Additional Requirements. The School Board and Charter School will adhere to any additional requirements mandated by the Florida Department of Education or required as the result of a change in Florida Law.

B. Facilities

1. Standards. The Charter School agrees to utilize facilities which comply with the State Uniform Building Code for Public Education Facilities Construction (section 235.26, Florida Statutes) or with applicable state minimum building codes pursuant to Chapter 553, Florida Statutes, and state minimum fire protection codes pursuant to section 633.025, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located.
2. Documentation. The Charter School agrees to provide the School Board with documentation regarding the School's property interest, as owner or lessor, in the property and facility where the School will operate. If the School does not own the property and facility, the School must show proof of an executed lease 60 days before the initial opening day of classes.

School has been organized as a non-profit organization.

2. Public Employer. The School will operate as a public employer.
3. Board of Directors. The School will be governed and operated as set forth in the approved application, which is attached hereto and made a part hereof as Appendix "A", under the direction and control of its Board of Directors.

VI. Human Resources

A. Employment

1. Employee Selection. The parties to this Contract agree that the Charter School shall select its own employees.
2. Non Sectarian, Non-Discrimination. The Charter School agrees that its employment practices shall be nonsectarian and non-discriminatory.
3. Certification. Teachers employed by or under Contract to the Charter School shall be certified as required by Chapter 231, Florida Statutes. The Charter School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher aides in the same manner as defined in section 231.15, Florida Statutes. The Charter School will not employ an individual to provide instructional services if the individual certificate or licensure as an educator is suspended or revoked by this or any other state.
4. Disclosure. The Charter School agrees to disclose to the parents and the School Board the qualifications of its teachers.
5. Fingerprinting, Background. The Charter School agrees to fingerprint all employees. The Charter School shall check the backgrounds of all employees in accordance with School Board's Rules and Florida Statutes, including pre-employment drug testing and the Drug Free Workplace Policy.
6. Charter School Policy. The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefits packages; and the targeted staff size, staffing plan, and projected student-teacher ratio as described in the approved

charter application.

B. Public Employees

1. The Charter School will be a public employer. Under this arrangement, the teachers would be public employees. Employees of the School Board may take leave to accept employment with the School upon the approval of the School Board. While employed by the School and on leave that is approved by the School Board, the employee may retain seniority accrued with the School Board and may continue to be covered by the benefit programs of the School Board, if the School and the School Board agree to this arrangement and its financing. This paragraph shall not prohibit the School Board from approving alternative leave arrangements consistent with chapter 231.

C. Substitute Teachers.

1. The Charter School has the option of utilizing substitute teachers from the School Board's substitute teacher list. If the Charter School exercises this option, it must pay the same rate as the School Board. This amount may be withheld from the next payment due to the Charter School.

VII. Miscellaneous Provisions

1. Act of God. Neither party shall be in default of this Contract, if the performance of any part or all of this Contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
2. Assignment. This Contract shall not be assigned by either party without the prior written consent of the other party. The School may, without the consent of the School Board enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.
3. Survival. All representations and warranties made herein shall survive termination of this Contract.

With a copy to: Brown, Ward & Van Leuven, P.A.
111 North Orange Avenue, Suite 875
Orlando, Florida 32802
Telephone: (407) 425-9566
Telecopy: (407) 425-9596

If to School: New Dimensions High School
c/o Michael Magruder
200 Monument Avenue
Kissimmee, Florida 34741

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

9. No Waiver. No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by another in the performance of any obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default by such party hereunder. Except as otherwise provided herein, failure on the part of any party hereto to complain of any act or failure to act by the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.
10. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be construed as a single instrument.
11. Captions. The captions used for the Sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section hereof.
12. Gender, etc. Unless the context clearly indicates to the contrary, words singular or plural in number shall be deemed to include the other, and pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.
13. Severability. In the event any of the foregoing provisions of this Contract are determined by a court of competent jurisdiction to be

illegal or unenforceable, then such unenforceable or unlawful provision shall be excised here from, and the remainder of this Contract will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party hereunder, such party may elect, at its option, to terminate this Contract in its entirety.

14. Cumulative Rights. All rights, powers, remedies, benefits, and privileges available under any provision of this Contract to any party hereunder is in addition to any cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party under all other provisions of this Contract, at law or in equity.
15. Governing Law and Venue. This Contract shall be governed by and construed under the laws of the State of Florida and the United States of America. Except for a suit in Federal Court, Osceola County, Florida, shall be the proper place of venue for all suits to enforce this Contract. Any legal proceeding arising out of or in connection with this Contract shall be brought in the circuit courts of Osceola County, Florida, or if appropriate, the United States District Court for the Middle District of Florida, Orlando, Division.
16. Further Assurances. Whenever any review or approval is required by any party hereunder, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion. The parties hereto agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by either party to effectuate the terms and provisions of this Contract and the transactions contemplated herein.
17. No Partnership, Joint Venture. It is understood and agreed that nothing contained in this Contract shall be deemed or construed as creating a partnership or joint venture between the School Board and Charter School or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.
18. Third Party Beneficiary. This Contract is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student or parent of a student of the school.
19. No Construction Against Drafter. Each of the parties hereto has

been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Contract. Therefore, this Contract shall not be construed more favorably or unfavorably against any party.

- 20. Mediation. Any conflict arising out of this Contract may proceed to non-binding mediation. If an agreement is not reached through mediation, the issue may proceed to the appropriate judicial forum.
- 21. Attorneys' Fees. In the event of any conflict, each party shall bear the costs of their own attorneys' fees.
- 22. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto with respect to the matters covered hereby. All prior negotiations, representations, and agreements with respect thereto not incorporated in this Contract are hereby canceled. This Contract can be modified or amended only by a written document duly executed by the parties hereto.
- 23. Legislation Amendment. Whenever a Florida Statute or State Board Rule is referenced in this Contract, it shall mean the Rule or Statute as it is amended from time to time. The parties agree to work together to amend this Contract in the event the Charter School Legislation is amended.

SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

BY: Pete Edwards

Pete Edwards
Chairman

ATTEST:

BY: Thomas L. McCraley
Dr. Thomas L. McCraley

CHARTER SCHOOL

NEW DIMENSIONS HIGH SCHOOL, INC.

FOUNDING MEMBERS:

BY: Karen E. Butler
Karen Butler, President

Christina Dandy
Tina Dandy

BY: Mary E. Emerson
Mary Emerson, Secretary

Evelyn Davey
Evelyn Davey

Jacqueline Dodge
Jacqueline Dodge

Lawrence Shamsid-Deen
Lawrence Shamsid-Deen

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1998, by Karen Butler, as President of New Dimensions High School, Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large

My Commission Expires:

Commission No. _____

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 3 day of June, 1998, by Mary Emerson, as Secretary of New Dimensions High School, Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: Deborah Holland

Print: Deborah Holland

State of Florida at Large

My Commission Expires:

Commission No. 10/15/2001

