

**FORT PIERCE REDEVELOPMENT AGENCY
CRA ADVISORY COMMITTEE**

CRA Advisory Committee Regular Meeting - Wednesday, February 17, 2017 - 2:00 p.m.
City Hall - Third Floor Conference Room, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES**
 - A. Approval of Minutes from the CRA Advisory Committee Meeting held on January 20, 2016.
4. **CHAIRMAN VIEWPOINTS**
5. **OLD BUSINESS**
6. **NEW BUSINESS**
 - A. Discussion of request to rename a portion of Avenue A as Marina Way from US 1 east to the City Marina.
 - B. Presentation of the 2015 Annual Progress Report for Steam Locomotive Association, Inc. #253 by Mr. Terry Richtmeyer, Director of Project Development.
 - C. Review of RFP No. 2016-013, Sale or Lease of Surplus Property - 505 North 7th Street.
 - D. Update by Fort Pierce Police Department
7. **PUBLIC COMMENTS**
8. **STAFF COMMENTS**
9. **COMMITTEE MEMBER COMMENTS**
10. **ADJOURNMENT**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3052 at least 48 hours prior to the meeting.

CRA Advisory Committee

Meeting Date: 02/17/2016

Re: Approval of Minutes from the
CRA Advisory Committee
Meeting held on January 20,
2016

Information

SUBJECT

Approval of Minutes from the CRA Advisory Committee Meeting held on January 20, 2016.

Attachments

CRA Adviosry Committee Meeting Minutes - January 20, 2016

CRA Committee Meeting
Meeting Minutes
Wednesday, January 20, 2016

Called to Order: Plythe Freedman, Chairman

Roll Call By: Plythe Freedman, Chairman

Approval of Minutes

- ✚ No Minutes to approve

Old Business

Item 4a – Revisions to CRA By-Laws

- ✚ Postponed to next meeting

New Business

Item 5a – Update by Fort Pierce Police Chief

- ✚ Unable to attend due to conflicting meeting

Salvation Army – Pat Murphy

- ✚ City reissued RFP for 505 N. 7th Street (old ALPI building)
- ✚ City staff along w/ Treasure Coast Homeless Society and the Salvation Army worked to put a proposal together for the RFP
- ✚ Bid closed Jan. 19th and the Salvation Army didn't submit a bid
- ✚ New members on Salvation Army board and couldn't submit at this time
- ✚ Various groups are still on board with this project and still interested in the building
- ✚ Suggestion to move forward with the selection of a realtor and allow them to negotiate with the Salvation Army

Item 5b – Evaluation and Ranking of RFP No. 2016-12

- ✚ Pat Murphy recused himself
- ✚ Rankers should decide if an auctioneer fits the criteria for the RFP
- ✚ Cynthia O'Connell:
 - Believe that the city should employ at least 2 brokers for the residential and commercial properties
 - Should pay 6% commission w/ 3% co-broke when necessary
 - No consultation fees
 - BPO (Broker Price Opinion) should not be paid for
 - Contract term should be for 1 year
- ✚ Keller- Williams submitted a No Bid
- ✚ Believe that there would be a conflict of interest between Mr. Session (commissioner) and Mrs. Session (one of the agents for Coldwell Banker) – C. O'Connell
- ✚ Will be on 2/16 agenda for FPRA
- ✚ Update should be given at each meeting by the broker – Robin Delgado
- ✚ Broker will report to the City Planning Board
- ✚ About an even number of properties owned by the city and the FPRA

- ✚ Not unusual to do some higher properties at lower than 6% - Pat Murphy
- ✚ 125 possible points:
 - Coldwell Banker – 119.3
 - Fleischman Realty Group, LLC – 99.71
 - McCrudy & Company – 98
 - Higgenbotham Auctioneers – 74
- ✚ We need to choose a qualified broker, and if we don't like how they work then we try someone else – Mike Brown
- ✚ Should submit the rankings to the FPRA board and let them decide – John Hopkins
- ✚ Managing 3 or 4 brokers would be cumbersome
- ✚ Monthly reports should be submitted before we meet to go over in the meeting – R. Delgado
- ✚ Conflicts of interest come up w/ the commission all the time, the Commissioner would just then be asked to recuse himself
- ✚ Motion: To forward the ranking sheets to the commission with the recommendation to endorse a single brokerage firm with monthly reportings on all activity and the ability to renew the contract automatically. – M. Brown
 - 2nd – J. Hopkins
 - All in favor, no opposes
 - Abstained by P. Murphy

Item 6 – Public Comments

- ✚ Kathy Townsend
 - If new properties are acquired after the contract, then there must be a new contract written
 - All adendems must be addressed in the beginning

Item 7 – Staff Comments

- ✚ Will meet in the same room for the next year unless stated otherwise

Item 8 – Committee Member Comments

- Robin Delgado will be moving to North Carolina in mid-April or May
 - Will try to do a board solicitation before then
- Welcome of Cynthia O'Connell to the board to replace Erica Ganzi

Meeting Adjourned at 3:15pm

CRA Advisory Committee

Meeting Date: 02/17/2016

Re:

Information

SUBJECT

APPROVAL OF MINUTES

Attachments

No file(s) attached.

CRA Advisory Committee

Meeting Date: 02/17/2016

Re: Discussion of Request to
Rename a Portion of Avenue as
Marina Way

Submitted For: Nick Mimms, City Manager, City
Manager

Information

SUBJECT

Discussion of request to rename a portion of Avenue A as Marina Way from US 1 east to the City Marina.

Attachments

No file(s) attached.

CRA Advisory Committee

Meeting Date: 02/17/2016

Re: Presentation of 2015 Progress
Report for Steam Locomotive
Association, Inc. #253

Submitted For: Nick Mimms, City Manager, City
Manager

Information

SUBJECT

Presentation of the 2015 Annual Progress Report for Steam Locomotive Association, Inc. #253 by Mr. Terry Richtmeyer, Director of Project Development.

Attachments

2015 Progress Report for Steam Locomotive Association, Inc. No. 253

STEAM LOCOMOTIVE ASSOCIATION #253, INC.
1401 N. 2nd Street, Fort Pierce, Florida 34950



January 22, 2016

Rebecca Grohall, Planning Manager
P.O. Box 1480
Fort Pierce, FL 34954

Dear Ms. Grohall,

It was a pleasure meeting with you last week. Thank you for sharing your insights on our project.

As you requested, enclosed is the progress report for 2015. I have also enclosed the Needs Analysis and Economic Impact report, which we discussed at our meeting with you.

We understand the circumstances for the sale of the property that the train and museum now occupy at 1401 N. 2nd Street. Although it is regrettable, we are hopeful that the sale of this property could be delayed until an alternate location for the train can be identified.

The Association is deeply grateful to the City of Fort Pierce for your extensive contributions to this historically important project and your continuing in-kind support.

Sincerely,

A handwritten signature in black ink that reads "Terry C. Richtmyer".

Terry C. Richtmyer, Director Project Development
(305) 323-4689
support@steamlocomotive253.org

cc. Nick Mimms, P.E., City Manager

*** Please visit our website for a complete overview of our operations at
www.steamlocomotive253.org

STEAM LOCOMOTIVE ASSOCIATION #253, INC.

ANNUAL PROGRESS REPORT 2015

Much has been accomplished in 2015. Early this year the brake rigging was installed after a tedious restoration of its 36 parts, some weighing 80 pounds each. The parts restored include the brake beams, brake pull rods, coupler rods, brake head hangers, brake heads, U shackles, and pins. Another five month long project was replacement of the cab woodwork. All of the cab interior woodwork, including the eight windows, two doors, and the cab paneling have been replaced with new wood and painted. During the summer months, the entire locomotive and tender were refinished with a new coat of high temperature paint. The tubes and flues for the boiler have been purchased and are ready for installation. This boiler work is the final remaining step to bring the locomotive to operating condition.

Since the purchase of Locomotive #253 in 1998 by Robert Bates and Steve Spreckelmeier, more than 35,000 man hours have been contributed by workers and volunteers over 17 years of long, hard labor. Today, with the cost of restoring a steam locomotive approaching \$1.5 million, much has been accomplished in that time. As of 2015 nearly \$1 million has been spent on #253. Nearly all contributions were derived from grants, private donations, in-kind donations of materials and services, institutional donations, volunteer services, and local fundraisers.

Locomotive #253 was moved to Fort Pierce on June 13, 2009, and since that time the following components have been restored or rebuilt: Firebox pan, blowdown valve, steam injectors, brake valves, super heaters, boiler plate replacement, throttle valves, air pressure tanks, injector nozzles, brake rigging, and more.

Other efforts this year include a major remake of our website (www.steamlocomotive253.org) and the filing of several grants which are pending.

As a tourist attraction, the future Fort Pierce and Western Railroad Museum has an astonishing confluence of factors in its favor. First, this 1924 Steam Locomotive, purchased for Henry Flagler's Florida East Coast Railway, has a rich and glorious history by any measure. At 181 tons it is the largest and one of the last of its kind. For many years it traveled the entire east coast bringing settlers to Florida and made journeys to Key West on the famous "Overseas Highway". This important legacy of Florida's past will be showcased for centuries to come and shared, not only with South Florida, but throughout our Nation as well. The age of steam is a vital part of our history and is responsible for forging the industrial revolution and is largely responsible for the early development of our country and its infrastructure. It is important that this history be made available to the public at large.

Another major component is the proposed property location north of Savannah Road just past the City Public Works property. This is a dream location as it is adjacent to the F.E.C. Railway tracks and, in fact, there are older tracks entering the property, perfect for relocation of the locomotive and the five rail cars. This location is a fortuitous aspect of this project as it provides direct access to the F.E.C. "K Line" track which will be used for the planned public excursions on the train to Okeechobee County. It is also a short distance from the Heathcote Botanical Gardens, another heavily visited attraction in the area.

A third factor is the well preserved 1893 F.E.C. Railway Depot building. This historic structure will hold the museum artifacts and serve as the ticket office. Such a remarkable landmark as this will provide a period atmosphere with educational opportunities for children and adults alike. The museum, at the current location, is open to the general public on Saturdays from 10:00 am to 4:00 pm and over the years has welcomed thousands of visitors and numerous groups including local school classes, community college classes, Boy Scout and Girl Scout Troops, and many other organizations. When the steam locomotive becomes operational, it is expected to draw very sizable state and national patronage and recognition.

Yet another substantial component is the generous offer of Florida East Coast Railway to donate and install up to 300 feet of new track for the museum. This track would be laid on the proposed Savannah property and would be adequate for display of the train and a "Y" turnaround area.

Lastly, the museum has a narrow gauge train operating on the current property. This train could also be relocated to the Savannah property with tracks winding through the property to view the locomotive and tender as well as the five other rail cars. These narrow gauge trains are widely used throughout the country to provide exciting rides to children and adults alike.

The local economic impact of both the museum and the train operation are significant. The attached Economic Impact Report shows a projected annual recurring revenue of \$182,113,441 and revenues of \$28,339,661 contributed in taxes for St. Lucie County. The operation of Steam Locomotive #253 could indeed be the economic engine for Fort Pierce and St. Lucie County.

It also appears the operation would be self-sustaining. We know from other train excursions in the U.S., that 2% of visitors to the area will ride historical trains. With our County visitor numbers at about 1 million, the ridership number is estimated at 20,000 annually. A single fare of \$75.00 would therefore yield annual income of \$1,500,000. (The Durango & Silverton fares are \$89 for adults and \$55 for children which are in line with other railroad excursions). Because tickets must be purchased months in advance, most visitors are not able to ride the trains; however, they will visit the museum and come to see the train leave the station and experience the sounds and sights of a living steam engine under way. This provides addition income from museum entrance tickets.

We wish to recognize and thank our many sponsors, supporters, and contributors who have helped out so much this year.

We look forward to another exceptional and thriving year ahead.

Steam Locomotive Association #253, Inc.

NEEDS ANALYSIS and ECONOMIC IMPACT

Heritage tourism has been a growing trend, as more families and individuals wish to integrate recreation with meaningful educational experiences. Heritage tourism is focused on the experience and preservation of a distinctive place and its stories, from the past to the present. Steam locomotive exhibits and railroad museums are quite prevalent in the world and such operations elsewhere in the nation have drawn tens of thousands of visitors from around the world. Most visitors extend their visitation utilizing local facilities and visiting other attractions. It is estimated that an operational steam locomotive situated in a prime tourist setting will generate twenty times the rebuild investment in local revenue, once service has been initiated.

Although few economic impact studies exist with regard to locomotive exhibits or railroad museums, there are many anecdotal references to how successful they have been. However, one very interesting study was conducted recently by Western Carolina University which measured the economic and fiscal impact of The Great Smokey Mountain Railroad on the economy of Jackson County, North Carolina. The study relates to GSMR operating a Spur Line, Train Depot, Steam Engine and Turntable in Jackson County, NC. There are striking similarities between this operation in North Carolina and the operation of #253 in Fort Pierce and therefore many conclusions and parallels can be inferred. Both operations utilize a Steam Locomotive, a Train Depot, Visitor Excursions, and ongoing maintenance. The study found that the direct and indirect effect of their operation in terms of dollars would contribute a total of \$25,979,093 to the local economy. This figure is annual and recurring. In addition to its economic impact, the study found that GSMR's operation could contribute \$4,042,743 tax dollars annually to support federal, state, and local initiatives.ⁱ

Following the study, the County awarded \$700,000 for the restoration of Steam Locomotive #1702 located in Bryson City, North Carolina.

Jackson County, NC has a population of 40,919 (2013), while St. Lucie County has a population of 286,832 (2013). So, let us interpolate the above figures to reflect the real impact on our own economy here in St. Lucie County. With a multiple of 7.01 (St. Lucie County is 7.01 times larger than Jackson County) the total economic impact is \$182,113,441 annually with \$28,339,628 contributed in taxes.

The operation of Steam Locomotive #253 could indeed be the economic engine for Fort Pierce and St. Lucie County.

This important legacy of Florida's past will be showcased for centuries to come and shared, not only with South Florida, but throughout our Nation as well.

ⁱ Western Carolina University, Estimating the Economic Impact of GSMR Turntable and Spur/Steam Engine/Train Depot in Town of Dillsboro, Jackson County, North Carolina

CRA Advisory Committee

Meeting Date: 02/17/2016

Re: Review of RFP No. 2016-013,
Sale or Lease of Surplus
Property - 505 North 7th Street

Submitted For: Nick Mimms, City Manager, City
Manager

Information

SUBJECT

Review of RFP No. 2016-013, Sale or Lease of Surplus Property - 505 North 7th Street.

Attachments

Memo from G. Montgomery Re - RFP No. 2016-013 Tabulation Sheet
RFP No. 2016-013, Sale or Lease of Property - 505 N. 7th Street
RFP No. 2016-013 Commercial Lease Info Joshua Generation School



MEMORANDUM
from the
PROCUREMENT DEPARTMENT

RECEIVED
TIME _____
FEB - 9 2016
CITY OF FORT PIERCE
CITY MANAGER'S OFFICE

TO: Rebecca Grohall, Planning Manager

THROUGH: Tony Barnes, Director of Administrative Services

FROM: Georgia Montgomery, Purchasing Specialist *Georgia Montgomery*

SUBJECT: RFP No. 2016-013 ~ Sale or Lease of Surplus Property 505 North 7th Street

DATE: January 20, 2016

Attached is the tabulation sheet for the above referenced proposal, one copy of the proposal submitted have been given to you. The file is available for review in the Procurement Department.

The invitation was sent to 169 vendors. Three (3) vendors requested specifications with one (1) responding (33.33 %) and 0 "No Bid" (33.33 % total response).

The next step in this process is to assign roles to the Evaluation Committee for ranking of the proposals. Please send names of the committee members to my attention on or before January 25, 2016. The following are roles that need to be assigned, if applicable to the project scope of work:

1. **Team Leader:** Sets up team, coordinates strategies, sets timetables, assigns roles.
2. **Project Manager:** Person or representative from department involved in service.
3. **Financial Analyst:** Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s):** References, licensing, background checks, local preference, etc.
5. **Committee Member:** Evaluates the solicitation and will cast a vote

As the end user department for this proposal, you would assume or assign the role as Team Leader. A representative from Purchasing, will serve as the *Committee Liaison*, and should be present for the meetings, including the initial start-up meeting.

Please notify and coordinate with the Procurement Department for recommendation of award.

Expiration date is March 20, 2016. Commission approval must be completed by this date.

/gm

Attachment

cc: Nicholas Mimms, P.E., City Manager (copy of submittal)

**CITY OF FORT PIERCE
TABULATION OF BIDS**

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

RFP ON:	Sale or Lease of Surplus Property 505 North 7 th Street
RFP NUMBER:	2016-013
DATE:	01/19/16
RECOMMENDED AWARD:	Pending

RESPONSE
1 of 3 = 33.33 %
0 "No Bids"
Total =33.33 %

PROPOSER
Joshua Generation School of the Arts Port St Lucie, FL

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

**Proposal to Lease:
505 North 7th Street**

Name of Bidder for Leasing:	Joshua Generation School of the Arts
Address:	2747 S.E. Morningside Blvd. Port St. Lucie, FL 34953
Contact Person:	Natasha Hines
Telephone Number:	561-283-5172
Email:	joshuaschoolofarts@gmail.com

Table of Contents

Property Narrative	2
Proposed Use of Property	2
Proposed Property Improvements	3
Proposed Property Timetable for Making Improvements	5
Proposed Job Creation	6
Business Plan	7
Part 1: Accountability and Instruction	8
Part 2: Curriculum	10
Part 3: Outcomes to be achieved	29
Part 4: Student Services	37
Part 5: Personnel	41
Projected Financials	44
References	45
Request for Proposals/ Proposer Acknowledgment.....	Attachment A
Projected Financials	Attachment B

**Property Narrative
Proposal Response Form
505 North 7th Street**

Name of Bidder: **Joshua Generation School of the Arts**

Address: 2747 S.E. Morningside Blvd.

Port St. Lucie, FL 34953

Area Code
and Telephone Number: 561-283-5172

Proposed Use of Property

The proposed use of the property is for a private school. The focus of this private school, Joshua Generation School of the Arts, will be: Providing quality education and enrichment programs for children of low-to-no income families victimized by domestic abuse and inner city violence. We will be providing a safe and nurturing environment that encourages and challenges all students to reach their academic potential establishing a solid social, economic and environmental foundation, regardless of religious preference, race, creed or gender.

Joshua Generation School of the Arts and After-School Enrichment Program will serve as a community-based human service agency. We will provide academic programs and educational workshops on health services, crime prevention/intervention for at-risk youth and their families. At JGSOA (Generation School of the Arts - grades Pre-K to 12), we will work with children who are academically and behaviorally challenged; having difficulties functioning in the public school system and/or have chronic disciplinary problems and school suspension histories. We will teach them to love themselves and others; to channel their energies positively and to excel academically.

An additional component to the use of the proposed property is a literacy program for adults. We will focus on assisting adults in reading, reading comprehension, and using modeled writing, shared writing, guided writing, and independent writing.

This component will be used to assist adults to compose their own text, and independently write freely and creatively without direct instructions, although some student conferencing may be done.

Proposed Property Improvements

Joshua Generation School of the Arts proposes to provide the following improvements:

1. Replacement/repair of handicapped ramp to like-new condition.
2. Provide a sprinkler system for the area for school and playground.
3. Provide light fixtures where needed throughout the entire facility.
4. Provide new color scheme to beautify property. Eliminating all damages, stains and discoloration.
5. Restore parking lot pavement to like-new condition, eliminating all damages and discoloration.
6. Provide upgraded flooring/walking surface, wall finishes and decorative lighting.
7. Provide a mixture of building materials to include stucco, brick, stone, or other materials to create visual interest.
8. Replace all chain linked fencing with new upgraded material within safety regulation.
9. Trim and prune overgrown landscaping. Replace dead and stressed plant materials. Provide all additional landscaping for perimeter areas.
10. Repair/replace all doors/frames/hardware and restore to like-new condition.
11. Provide additional HVAC as necessary and update maintenance for HVAC system, and enter in preventative maintenance agreement.

Bathrooms

12. Replace drains in sinks due to worn condition. Replace faucet hardware due to worn condition.
13. Provide renovation to restrooms due to worn condition to include replacement of wall finishing's, flooring and vanities.

Kitchen

14. Provide renovation to kitchen fixtures due to worn condition to include replacement of wall finishing's, flooring and cabinetry.
15. Replace all stained and damage ceiling tiles. All tiles must be uniformed.
16. Replace damaged and dirty wall finishing's to include all damaged and missing wall tiles in all areas.
17. Replace/repair kitchen exhaust hood ventilation to be in compliance with safety regulations.

Corridors

18. Repair all damage to ceilings and paint to restore to like-new condition.
19. Replace/repair all lighting due to dated appearance and worn condition.
20. Paint all doors and frames to coordinate with new design scheme.

Administrative Area

21. Replace and upgrade all stained and damage ceiling tiles. All tiles must be uniformed.
22. Replace and upgrade all carpet and wall finishes due to worn/damaged condition.

Proposed Property Timetable for Making Improvements

**Joshua Generation School of the Arts proposes Timetable for Making Improvement
And
Target Date for Occupation of Space**

Renovation of Start Date Within 90 days from the date of license

Exterior Areas Within 6 months from the date of license

Final Completion Within 12 months from the date of license

Joshua Generation School of the Arts proposed targeted date of move in is: May 1, 2016.

Proposed Job Creation

Joshua Generation School of the Arts proposes job creations for the following:

- Providing a computer lab with internet access and resources to job search websites for those who are in search for employment.
- Providing interview practice and resume help.
- Providing business casual wear to those in need.
- Providing free interview process courses.
- Providing adult literacy courses for reading
- Providing online assistance and practice for Diploma/GED testing
- Providing a job search library including job fair flyers from the local community, career specific reading material, brochures and material on the job market of today and its benefits.

Joshua Generation School of the Arts works very closely with Career Source of Port St Lucie to help fill the needs of job placement in the community. Joshua Generation School of the Arts thrives to reach our young people in such a positive way that providing them with jobs along with their parents will keep crime rates down. It will provide a positive response from the community in a whole to support job placement and career driven mindsets.

Joshua Generation School of the Arts

And

After School Enrichment Program

Business Plan

Part 1: Accountability and Instruction

A. Guiding Principles and Mission

1. Joshua Generation School of the Arts and After-School Enrichment will serve as a community-based human service agency. We will provide academic programs and educational workshops on health services, crime prevention/intervention for at-risk youth and their families. At JGSOA (Joshua Generation School of the Arts - grades Pre-K to 12), we will work with children who are academically and behaviorally challenged; having difficulties functioning in the public school system and/or have chronic disciplinary problems and school suspension histories. We will teach them to love themselves and others; to channel their energies positively and to excel academically.
2. Meet high standard achievements while providing parents flexibility to choose among diverse educational opportunities.
3. Promote enhanced academic success and financial efficiency by aligning responsibility with accountability.
4. Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent at Joshua Generation School of the Arts (to be further addressed as JGSOA Business Plan).

B. Purpose

1. Improve student learning and academic achievement.
2. Increase learning opportunities for all students, with special emphasis on low-performing students and reading.
3. Encourage the use of innovative learning methods.
4. Require the measurement of learning outcomes.

C. Students are identified by:

All students residing in the School District of St. Lucie County are eligible to attend. Any student that submits a timely application, unless the number of applications exceeds the capacity of the program and facilities, is eligible to attend. All applicants have an equal chance of being admitted through a random selection process.

Class size reduction requirements are met for all grades, by class.

D. Joshua Generation School of the Arts will provide innovative programs designed to:

Fulfill our mission, JGSOA follows the governing philosophy by which all questions are answered: “What is best for the student?”

We believe that to realize the best possible educational outcomes, we must provide students with the best possible teachers, environment, programs, capital resources and support staff. One of our core philosophies is that we invest in people and the services that they can provide for our students, and to invest in those who are in direct contact with students and their education. Facilities, although they are necessary, are not the primary focus of our educational model with respect to the percentage of funding spent in that area. This focus on individuals provides students with additional programs and provides the staff with additional teaching opportunities.

Additionally, we believe that parental participation is a strong factor in the successful outcome of student education. Parents are required to participate in a personalized education planning session for their child during the first month of school to set individual educational and personal goals for the student. Throughout the year, parents will be provided with student scores, oral language development scales, reading record scores, Sunshine State Standard Diagnostic results regarding student progress. At the end of the academic year, a final conference will be held to discuss the previously set goals.

Parents will be asked to volunteer 15 hours, per parent, to encourage them to take an active role in the education of their children.

E. It is the mission of JGSOA to:

To provide families with an educational alternative to the currently available school programs, for students enrolling in grades K-12, in accordance with the highest professional standards and in cooperation with school families and community members; in an effort to foster academic excellence in a small, safe and nurturing environment that uses an integrated, interactive, multicultural program where each student’s individual talents are recognized and students are encouraged to reach their full potential, while striving to achieve 100% literacy growth. All parties are taught to recognize the different development stages of growth from childhood to adolescence with the ultimate goal of the student’s realizing their full potential and becoming productive, competitive citizens in our global economy.

F. Joshua Generation School of the Arts shall be non-sectarian and non-discriminatory to its programs, admissions policies, employment practices, and operations.

G. Students to be Served

All students residing in the School District of St. Lucie County are eligible to attend. Any student that submits a timely application, unless the number of applications exceeds the capacity of the program and facilities, is eligible to attend. Currently students in grades K – 12 and corresponding ages are served.

Projected Enrollment for the next five years are as follows:

Year 1	Year 2	Year 3	Year 4	Year 5
Kindergarten	Kindergarten	Kindergarten	Kindergarten	Kindergarten
First	First	First	First	First
Second	Second	Second	Second	Second
Third	Third	Third	Third	Third
Fourth	Fourth	Fourth	Fourth	Fourth
Fifth	Fifth	Fifth	Fifth	Fifth
	Six	Six	Six	Six
	Seventh	Seventh	Seventh	Seventh
		Eighth	Eighth	Eighth
			Ninth	Ninth
			Tenth	Tenth
			Eleventh	Eleventh
			Twelfth	Twelfth

JGSOA is available to all student residing in St. Lucie County including, but not limited to those meeting the criteria of the Individuals with Disabilities Education Act (IDEA), English for Speakers of Others Languages (ESOL), Title 11 of the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973.

Part 2: Curriculum

- A. JGSOA agrees to ensure that reading and math are the primary focuses of the curriculum and that resources will be provided to identify and provide specialized instruction for students who are reading below grade level. The curriculum and instructional strategies for reading and math must be consistent with the Sunshine State Standards and grounded in scientifically based on reading and math research.
- B. JGSOA agrees to implement a program of study consistent with the educational and behavioral needs of the students and consistent with the state educational guidelines.
- C. The Florida Department of Education (FDOE) Sunshine State Standards shall be used as the curriculum guidelines. FDOE course descriptions shall be incorporated for middle and high school course offerings.

- D. JGSOA uses the curriculum of Accelerated Christian Education. Students' academic needs must be diagnosed before proper curriculum can be prescribed. Proper academic diagnosis and prescription is vital to a student's achievement. Each student entering the A.C.E. curriculum program is given diagnostic tests to determine the skill and concept mastery. The diagnostic tests assist the evaluator in determining the student's academic needs in each subject. After the student completes the diagnostic testing, he/she is given curriculum that meets his/her performance level.
- E. Four academic areas are tested: math Levels 1-9, English Levels 1-8, reading Levels 1-8 (science, social studies, Bible Reading, Literature and Creative Writing), and spelling Levels 2-9. These tests cover basic skills normally mastered before high school.
- F. When weak areas are evident from the testing, the appropriate gap PACEs are prescribed to strengthen specific weaknesses. After completing the gap PACEs, the student progresses at his/her performance level. If he/she demonstrates mastery at all levels of testing, he/she has the ability to function at his/her chronological grade level.
- G. The Arts of the philosophy regarding art, music and physical activity is also integrated into JGSOA curriculum. Children benefit from a variety of different activities. However, three critical activities that contribute considerably to overall brain development are: music, art, and physical activity:
- First, music engages all aspects of the brain and stimulates multiple aspects of brain functioning. Children should be exposed often to many different kinds of music, but especially rhythm, rhyme, and repetition in music and songs.
 - Second, art engages a variety of the brain's areas that help children learn emotion, cognition and memory. Children should receive many opportunities to draw, paint, dance, crafts and create using different types of art.
 - Third, physical activity and movement help stimulate brain growth and facilitate key connections for learning. Creative dance, regular exercise and engagement in all varieties of physical activity are critical for healthy brain development in children.
- H. The main objective through the program is to provide the students with the best possible opportunities for them to develop to their fullest potential, and to prepare the students for their lives in a competitive global economy.

In each of the Instructional Study Models below – K-5, 6-8, and 9 – 12 Sunshine State Standards are fully integrated into the lesson objectives in the classroom by the instructor,

instructional material and presentation techniques which are also listed below to achieve Sunshine State Standard objectives.

The general tenet found in the Model include, but are not limited to:

Education:

1. Three partners in Education – creating home, student, and school connection.
2. The Instructional Triad Model –meeting the individual needs of students in grades K-5 through flexible ability grouping in the elementary school.
3. Integrated Studies Triad – meeting the individual’s needs of students in grades 6-8, through integrated studies and flexible ability grouping in the middle school.
4. Integrated Studies Triad – meeting the individual’s needs of students in grades 9 – 12, through integrated studies and flexible ability grouping in the high school.
5. Foreign language acquisition – exposure to foreign language prior to the onset of puberty facilitates language learning.
6. Physical Education – bilateral physical development increases brain development.
7. Fine Arts development – music and dance stimulate brain development and creativity.
8. Internationalism – Education is the key to understanding tolerance.
9. Assessment Procedures – Achievement data is used to evaluate student progress and individuals placements.
10. Learning Styles – student learning styles are identified and taught so that students can understand their specific learning needs.
11. Etiquette – Students learn every day etiquette with regard to, relationships, communication, dinning, and the work place.
12. Enrichment – Students receive enrichment activities as well as participate in academic games.
13. Exceptional Student Education – Students that need assistance are tutored according to areas of need.

Programs:

1. Light of the World Dance Academy – A creative dancing and artistic outlet for students to dance and learn about different regions around the world.
2. After School Programs – Clubs, tutoring and grouping students together in an effort to facilitate homework completion and peer mentoring, while giving the students adequate time for physical activity.
3. Instant Recess – Participation in the Instant Recess program developed by UCLA.
4. Sports Connection – facilitating and supporting local sports programs as well as developing a school based program.
5. Foreign Language Program – Providing foreign language instruction beginning in Kindergarten.

Doctrine:

1. "What is Best for the Students" – Governing philosophy by which all questions are answered.
2. Motivation – Motivation is key to learning for both students and staff.
3. Management Philosophy – Students first, staff second, administrative ease last.

Organization:

1. Management Structure – JGSOA have a unique business structure whereby staff must perform and assume numerous job titles.
2. Teacher Partners – Is our long range plan to set up a partner program whereby teachers will meet a prescribed set of objective are given substantial bonuses at year end.
3. Small School Environment – Student numbers on campus are limited to a manageable size so that the staff can develop a relationship with students and families.
4. Philanthropic Motivation – Providing children with social, emotional, education, nutritional and financial needs.
5. Marketing and Fundraising – Fundraising to support the wide variety of programs and philanthropic deeds.

Three Partners in Education:

School staff, students and parents improve student achievement by creating strong communication among the three. Issues that may impede learning are identified early and addressed. One of the unique features of JGSOA, which would continue to be a common practice at JGSOA, is the use of Personalized Education Plans for each students. A minimum of two times per year, teachers meet with school families to discuss the student's needs and to develop an educational plan to ensure adequate growth. At the end of the year, the final growth report is reviewed with parents. Parents are informed of the student's reading levels through the use of curriculum assessments, projects, student portfolios, and Reading Records Assessment. Each nine weeks the students are reassessed and the results are sent to the students families. JGSOA does not use the School District of St. Lucie County's report card, but uses a report card developed by Accelerated Christian Education which is a report card that addresses the various levels that students may be working on and reports relevant testing data. JGSOA will continue to use this report card system for grades K-6, and use the district's report card system for grades 6-8. In addition to the personal education plans, the exceptional student education process for child study is used to identify students' needs as well as a school based team approach that addresses the needs of the whole child.

Parents at JGSOA are required to volunteer a minimum of 15 hours per parent. The time is used to provide the staff, students and/or facility with services that would ordinarily add cost to the

school. The volunteers will also perform duties that allow the teachers more instructional time in their classrooms.

In an effort to increase communication between school, parent and students, parents are encouraged to pick up and drop off their students every day. It is our belief that not only is the communication between the parents and school critical, but between parent and child as well. The extra time that is spent in the car may increase family communication. In an effort to accommodate parents, before school care is provided.

Differentiated Instructional Model:

This model is used in grades K – 5, in the areas of Reading and Math to meet all students' needs and to educate them on their instructional levels. This concept is relevant based on the three instructional levels of student learning – Level 1: frustration, Level 2: instructional, Level 3: independent. Classroom compositions follow a bell curve with students falling in various positions along the continuum. If a teacher teaches to the Sunshine State Standards for that grade, only, then the students that fall in the middle of the bell curve will be taught on their instructional level. However, students that fall on either end of the bell curve, one standard deviation from the mean, will be either in their frustration or independent level. This is not most effective for either group of students. Students that fall below the mean do not learn when frustrated and the students that fall above the mean are often left to work, more than the recommended 10% of the day, independently. Using this concept, teachers work together to provide the student groups with the Sunshine State Standard level of work that is appropriate for the individual student within groups of similarly achieving students. Whatever grade level the student needs to receive, whether it be above, below or on grade level, the student will receive.

The Differentiated Instructional Model is essentially and explicitly differentiated by the very make up and organization of the groups, as determined by assessment data and teacher recommendation. The model uses three grade-level teachers and at least one instructional assistant working together as a team. The team and administration group students according to their current achievement levels which are measured, at a minimum, quarterly using the school's assessment tools. The students are free to move among the groups, whenever it is necessary, to best meet each student's needs. Students are permitted to learn at their own academic pace; therefore all students are educated on their instructional level. Given that the scores from the assessment data are analyzed and used for grouping students, it is evident that this data identifies the strengths and weaknesses of the students. In addition, further differentiation of teaching strategies, material and resources is based on the analysis of the assessment tools.

Components of Balanced Literacy Program:

The Principal and Assistant Principal is dedicated to instructional improvement, student success, and serves as the reading coaches and a lead teacher that assists teaching teams in literacy development; therefore, driving the literacy program. Depending upon the leveled group that each student is participating in determines the level of literature that is used during their

language arts block. The curriculum materials that are used are listed below and include the Accelerated Christian Education Reading Program. This leveled reading programs provides for all components of the balanced literacy program. However, we have students that fall outside of the realm of the grade leveled materials on the high and low end of the range. For those students, teachers use the next grade level materials, up or down, and supplement with reading materials that fit whatever lexile levels on which the students are reading. Ninety minutes reading blocks are described: modeled reading, shared reading, guided reading, independent reading, modeled writing, shared writing, guided writing, and independent writing are used in an uninterrupted language arts block of ninety minutes.

As taken from the Components of a Balanced Literacy Program, **model reading** means to read aloud, and exposes the students to literature on a daily basis. ***The goal is to expose the students daily to engaging literature and new information.*** The idea is to expose them to challenging vocabulary and concepts that the students may not have the ability to read on their own. Approximately ten minutes per day.

During **shared reading** the students follow along while the teacher reads aloud and invites the students to join in the reading. The goal of shared reading is to help build the readers confidence and to support and improve fluency by allowing the students to practice reading in a risk-free environment. Approximately twenty minutes a day.

For **guided reading**, small groups of 4-6 students read together as facilitated by the teacher, and depending on the level of need, (an Enrichment teacher, and/or a teacher assistant). As a result of the instructional triad model, students are already in reading class with students of similar lexile levels; therefore, the small groups may be more specific to lexile scores, specific student needs or student interest. Approximately 40-60 minutes per day.

Independent reading is conducted daily as part of the morning routine, during social studies/science which also incorporates literature – during a drop everything and read time block as determined by the teacher. Approximately 20 minutes per day.

For students requiring additional assistance, beyond the 90 minute block, JGSOA provides intensive study as a supplemental reading program through our after school tutoring program which provides services for all students in need. The supplemental reading program is implemented for approximately 120 minutes per week. During this 120 minute block, students needing the additional assistance are pulled from the regular classroom during a special area subject (Physical Education, Spanish, Music, et.) time block and serviced by a staff teacher.

The 60 minute writing block give students ample time to observe proficient writing, participate in composing texts, practice employing new skills and strategies, and reflect upon themselves as a writer. The process mirrors the 90 minute reading block by using **modeled writing, shared writing, guided writing, and independent writing.**

During the **modeled writing**, the teacher thinks aloud while demonstrating writing skills and strategies in front of the students during the whole group instruction. **Shared writing** occurs when the students provide the ideas and participate in the writing process. The teacher and students compose together and talk about the vocabulary, format, content, etc., to be used. These techniques are used for approximately 10 – 15 minutes of the writing block.

Guided and/or independent writing are used for approximately 20 – 40 minutes of the writing block. Guided writing allows the teacher to act as a facilitator as the students compose text or their own. Independent writing allows the student the opportunity to write without teacher evaluation. Students write freely and creatively without direct instruction, although some student conferencing may be done.

To finalize the process, students are asked to reflect and/or share their work in process or finished product.

The assessment process for students and literacy is assessment for language development at a minimum, quarterly, which follows the distribution of JGSOA's student report cards. The assessment tools primarily used are the Accelerated Christian Reading Assessment/ Particular attention is also paid to the Charts, Assessment and Curriculum Decision for grades K – 3, 4 – 5. When using lexile scores, although there is a range of lexile scores that pertain to each grade level, the student lexile scores are listed from lowest to highest and then grouped into classes. As an example, for a team of 54 students, the classes would be divided by a minimum of four instructors, reducing the class sizes to approximately 13 students per class; however, the lowest level students are typically grouped in smaller groups of approximately 5-8 students increasing the other classes to a maximum of 18 per class.

Phonemic Awareness and phonics are addressed primarily in grades K-3, but are revisited when necessary in the higher grades.

Model for Grades 6 – 8; and Grades 9 - 12

The central idea surrounding this model as used in grades 6 through 8 is across all subject areas and is divided into two units. Unit One is Social Studies based which leads the area of study for three fifty-minute learning blocks that are taught in the following sequence: Social Studies, English and Journalism. In Unit One students are grouped according to lexile level and are re-assessed at the end of each marking period to determine if the students need to change groups. The time period of study for the Social Studies unit is followed with literature in the English Department and followed with assignments in the Journalism department. An example would be discussing the roaring twenties and the industrial movement in Social Studies, reading the Great Gatsby in English, and then completing computer based projects in the Journalism department. This approach provides students with a 150 minute learning block that is primarily literacy based.

JGSOA uses diagnostic testing data to help place students in their learning groups. Understanding that the winter scores are fairly predictive of the outcomes in the spring, give a sense of urgency

to the administration, teaching staff and students which in turn provides motivation for additional improvement. Learning gain goals are set for each student with a reward for accomplishing their potentially attainable goal.

The Principal, who attends weekly team meetings to discuss student needs and assists the Assistant Principal that is dedicated to instructional improvement, student success, and serves as the reading coach; and a lead teacher that assists teaching teams in literacy development; drive the literacy program. Depending upon the leveled group that each student is participating in determines the level of literature that is used during their language arts block. The components of the 150 minute literacy block are as described and include: modeled reading, shared reaching, guided reading, independent reading, modeled writing, shared writing, guided writing, and independent writing. These are used in a language arts block of 150 minutes.

Modeled reading means to read aloud, and exposes the students to literature on a daily basis. ***The goal is to expose the students daily to engaging literature and new information.*** The idea is to expose them to challenging vocabulary and concepts that the students may not have the ability to read on their own. Through the Social Studies Department, students are read to by the instructor from a variety of literary sources for approximately 15 minutes per day.

During **shared reading**, the students follow along while the teacher reads aloud and invites the students to join in the reading. The goal of shared reading is to help build the readers confidence and to support and improve fluency by allowing the students to practice reading in a risk-free environment. The Social Studies Department uses the shared reading approach for approximately 20 minutes a day. In addition to reading aloud with the teacher, the Social Studies teacher facilitates individual student read aloud time during the 20 minutes time period.

Upon completion of the Social Studies 50 minutes period, students then rotate to their Language Arts class. In the Language arts class, students engage in **guided reading**, small groups of 4-6 students read together as facilitated by the teacher, and depending on the level of need, (an Enrichment teacher, and/or a teacher assistant). As a result of the instructional triad model, students are already in reading class with students of similar lexile levels; therefore, the small groups may be more specific to lexile scores, specific student needs or student interest. The reading material selected corresponds to the topics of study in Social Studies. Approximately 50 minutes per day.

Following the 50 minutes Language Arts block, Journalism is taught as the final course in the three part Unit 1 instructional learning block. During Journalism, students participate in a variety of writing lessons which include participating in composing text, researching facts, practicing new skills and strategies, and reflecting upon themselves as writers. The process mirrors the reading block by using modeled writing, shared writing, guided writing, and independent writing.

During **modeled writing**, the teacher thinks aloud while demonstrating writing skills and strategies in front of the students during the whole group instruction. **Shared writing** occurs when the students provide the ideas and participate in the writing process. The teacher and

students compose together and talk about the vocabulary, format, content, etc., to be used. These techniques are used for approximately 10 – 15 minutes of the writing block.

Guided and/or independent writing are used for approximately 20 – 40 minutes of the writing block. Guided writing allows the teacher to act as a facilitator as the students compose text or their own. Independent writing allows the student the opportunity to write without teach evaluation. Students write freely and creatively without direct instruction, although some student conferencing may be done. The Language Arts teacher conducts an after school writing club to facilitate writing and improve student skills.

The integrated studies, by its very nature, creates a differentiated strategy for students reading at grade level or higher, with a separate curriculum and strategies for students who are reading below grade level.

For students requiring additional assistance, beyond the 150 minute block, JGSOA provides intensive study as a supplemental reading program through after school tutoring program and our summer school program.

Foreign Language Acquisition:

Students are required to take a foreign language beginning in Kindergarten. Currently Spanish is being offered at JGSOA. The idea behind the foreign language program is that students would not only be introduced to the cultures and languages of other countries; but, that students would learn a language that would give them a competitive edge in the professional world beyond high school.

Physical Education:

Students participate in Physical Education daily. The American Heart Association states that aerobic exercise generates new brain cells in rodents and shows promising results for humans. They also endorse the concept that exercise slows down the development of Alzheimer's. Brain development research indicates two critical periods for the development of the Corpus Collosum, as well as other parts of the human brain. The first critical period ends around age three with the second ending after adolescence. The frontal lobe, which governs emotions and judgment, is restructured in the teen years. The Parietal lobe integrates auditory, tactile and visual signals and remains immature until age 16. The Temporal lobes primarily control emotional maturity and is developing after age 16. The Corpus Collosum is the central control for intelligence, consciousness and self-awareness and is believed to reach full maturity around age 25. Scientist have linked physical activity to brain development, particularly the development of the Corpor Collosum which connects both sides of the brain and is believed to help with physical coordination. Scientist believe that not only does exercise deliver more oxygen and glucose to the brain to stimulate growth, but that exercise also releases chemical in the brain that stimulate muscle growth. JGSOA use this research as a foundation for a daily 50 minute Physical Education

program for Kindergarten through 8th grade. Additional time is given for free physical activity during lunch and recess.

Fine Arts Development:

Brain research in areas of music, dance and art have also proven to be most beneficial. Music and creative dance has been proven to improve spatial temporal reasoning which is also used in learning math. Other research indicates that music and dance stimulates the same area of the brain as language development. Music and dance provides sensory integration to the learning process.

Internationalism:

Internationalism is an awareness of the world around them and an understanding that different is not always wrong, only different. Education is a way for others to better understand and learn about the beliefs and cultures of others in an environment that is safe and non-judgmental. Through this process, students become tolerant of the ways of others and develop the ability to agree to disagree. The Social Studies Department use the A.C.E curriculum to incorporate studies focusing on the continents of the world.

Front Loading Methodology:

The Front Loading Methodology is a way of delivering information to the student based on empirical experiences. The teacher becomes an educational facilitator and introduces an initial concept through the use of field trips, mass media, or hand on experiments. The students, upon experiencing the educational concept, then generate questions that ultimately drive the lesson. The goal of this approach is to engage the students in the learning process and to give them an experience from which to build additional information.

Learning Styles:

Teachers pay careful attention to the three major learning styles: Auditory, Kinesthetic, and Visual. Students are also encourage to use technology in the classroom if the student has difficulty with handwriting.

Etiquette:

Etiquette classes are conducted as well as character education. JGSOA teach students communication skills, manners, relationship skills and formal dancing. Practical application skills are a focus on study including, but not limited to: interviewing skills, business means, public speaking and the difference between communicating with friends, family and professionally.

Enrichment:

Enrichment studies are based on the many gifted education models of education; however, JGSOA provide all students with the opportunity to explore various topic, in depth. Students are permitted to progress through their class material at an accelerated pace and may even qualify for double promotion. Students are encouraged to compete in academic competitions such as Script Spelling Bee, Odyssey of the Mind, and Geo-Bee. While preparing for these competitions, students are taught logic and reasoning skills along with leadership and cooperative grouping skills. Additionally, team and individual competitions are held periodically to challenge the students in a class room game setting with immediate rewards and reinforcement.

Exceptional Student Education:

JGSOA believe that all students can benefit from the techniques taught in special education classes. Students that qualify for Individual Education Plans are serviced through a pull-out or push-in program with qualified service personnel.

Curriculum Materials:

Currently used curriculum materials are listed below. The use of the text books is monitored and the curriculum analyzed to determine if the materials are most effective for the group using the programs. If additional material are needed, they will be ordered when requested.

CORE Reading Program

A.C.E. Reading development curriculum includes individualized programs designed for a variety of learners and learning situations.

Kindergarten with Ace and Christi is based on a complete scope and sequence of concepts and skills needed to prepare a child to read. This full-year program is designed for those who score less than 80 percent on the Reading Readiness Test.

Sixty PACEs (2,000 pages) filled with Bible and animal pictures, coordination development activities, and full-color picture stories encourage a love for reading. The program is intended to foster quick learning of the phonetic sounds for all letters. The student will also learn social skills, the wonders of God's world, and the reality of God's love.

ABCs with Ace and Christi is designed for children who have not been in school or who do not yet know how to read and who scored 80 percent or higher on the Reading Readiness Test. This program will prepare children for the individualized instruction of the PACE curriculum. The lively and entertaining phonetically based program features cartoon characters and includes songs, poems, displays, and character-building activities.

Bible Reading reinforces reading skills with Scripture selections for Levels 2, 3, 4, and 5. (In Level 1, the instructor reads to the students.) Readings demonstrate Christian principles and complement character-building activities included in the ABCs with Ace and Christi program.

Readmaster Plus® Computerized Reading Program helps readers of all ages improve reading rate and comprehension with a suite of four programs: Readmaster®, Typemaster®, Word Builder, and Math

Builder®. These programs are designed to increase a student's proficiency in reading and comprehension, typing, spelling, and basic arithmetic.

Speaking English with Ace and Christi is designed for young preschool-aged children learning to speak English as a second language. Sixty lessons teach conversational English and prepare students for ABCs with Ace and Christi.

ABCs for English Learners is designed for children ages 5–9 who have passed the reading readiness test. It combines A.C.E.'s two programs (Speaking English with Ace and Christi and ABCs with Ace and Christi) for a 30–36 week program. This combined course allows students to learn to read and speak English with enough comprehension to begin working the first level English PACEs by week nineteen.

English as a second Language is geared for older students and adults who think at an adult maturity level. This DVD-based program also includes study guides. A 6- to 12-month sequence of short lessons leads to intermediate-level proficiency.

Videophonics® combines phonics with DVD technology in a colorful program designed for adults and students 9 years of age and above who have never learned to read or who need remediation to improve their phonic reading skills. Exercises incorporate action videos and color art to develop writing and reading skills.

Science Program

The elementary Science Department uses central idea, along with A.C.E. Science Curriculum to cover the Florida Sunshine State Standards. A multi-text book and material approach is used with primary text being A.C.E. and Prentice Hall in the middle school 5- 8th. Science is rapidly changing subject; therefore, the students, beginning in kindergarten, are taught how to use the computers in the lab for research purposes. The middle school integrated program combines concepts in science, health and math that are teaching team generated.

In both Science and Social Studies the central ideas are concepts that are open ended and non-value latent statements that encourage both student and teacher to make connections, using scientific thinking, between the physical, chemical, earth, space, life and environmental sciences.

Social Studies Program

The elementary Social Studies program uses central ideas with multi-text books and materials to cover the Florida Sunshine State Standards. The Journalism Department is taught in the computer lab to give the students the opportunity to practice research skills and to get the mops up to date information in the rapidly changing field of Social Studies. This integration of Social Studies, English and Journalism gives the student in grades 5-12 a 150 minute literature based block of education.

The following units are used over the course of the academic year and when implanted will cover all Sunshine State Standards for Science and Social Studies as well as many from English and Math.

Kindergarten

Topic: Human being and other animals live in groups to ensure survival.

Questioning: How families change over time, human and other animal families, baby animal names, housing, food, and clothing worn by family members, roles of family members; basic needs of living things, and the way things change and grow over time.

Topic: Human beings and other animals exist or grow naturally in a region or country. Students must learn the states and capitals of the United States seaboard.

Questioning: Globes, maps, cardinal directions, continents, oceans, American Indians, animals living in particular regions, native people.

Topic: The earth is part of a large structure, which we call our solar system.

Questioning: The different states of matter, the effect of sun light and shade on objects, the properties of heat and light, what the earth is composed of, how and why the sky looks different during day and night, where is the sun and moon during different times of the day, scientist and inventors.

Topic: Human beings and other animals communicate using the five senses.

Questioning: The five senses, animal and human communication, art variations from different cultures, different observable properties of objects, how learning comes from careful observation.

Topic: All human beings and animals have an economic role to play in the community in which they live.

Questioning: Jobs, responsibilities and duties, basic concept of exchanging goods for money, saving money, the ways animals obtain food from plants and other animals.

Topic: Patterns can be found throughout our world.

Questioning: Weather, seasons, calendars and time, gathering information to create patterns, using observation skills to recognize patterns in language and math as well as those found in our natural world.

Topic: Human beings and other animals live by rules to create order within their group.

Questioning: Understanding why rules are necessary, the qualities of a good citizen – character, education, and privacy.

Topic: Locomotion is the power of moving from one place to another.

Questioning: Various modes of transportation, advantages and disadvantages of different modes of transportation, people on the move, animals on the move, scientists and inventors in the area of transportation, different objects and how they move, push and pull.

First Grade:

Topic: There are many types of families whose lineage can be researched.

Questioning: The many types of families, including: nuclear, extended, foster parents, step families, etc.; family tree; how living things change, how plants and animals are similar but not identical to the parents, how families meet the basic needs of food, water, space, and shelter.

Topic Human beings and other animals migrate for various reasons and may alter their new location.

Questioning: Longitude, latitude, time zones, explorers coming to new lands, plants and animals introduced into exotic locations, how communities change over time.

Topic: The nine planets in our solar system revolve around the sun.

Questioning: How objects can be grouped, the effects of heating solids, liquids, and gasses, the composition of matter, the effect of the sun on different surfaces, how light passes through objects, the composition of the earth's surface, the cycles of the moon, the effects of the earth's revolution and rotation, scientists, and inventors in the field of study and their accomplishments.

Topic: People around the world share information through a variety of media.

Questioning: The different ways the cultures around the world communicate, how communication has changed, scientists and inventors in this area of study, how selected art forms reflect daily life, history and beliefs, folktales, legends, myths, celebrations and holidays.

Topic: Human beings use different methods of exchange for receiving and providing goods and services.

Questioning: Understanding the difference between goods and services, understanding cost, the work benefit for family and community, exchanging goods and services.

Topic: Many different facts affect the weather locally and globally.

Questioning: The effect of the sun, pollution, oceans, etc. on weather, charting and displaying information, scientific investigation, scientist and inventors in this area of study.

Topic: Communities have a hierarchy of members that establish and maintain rules and responsibilities.

Questioning: Rules and responsibilities of community members, civic values, authority figures, elected officials, historic symbols and buildings.

Topic: Transportation has hanged the lives of human beings.

Questioning: The way transportation has made communities more mobile and how this has affected family life, the psychological aspects of the mobile family, the relative order of speeds of various objects, how gravity affects motion, how vibrations and sound waves travel, scientists and inventors that have made significant contributions in this area.

Topic: Esosystems are communities of animals and plants, living together with their environment.

Questioning: The physical environments of our world, regions, natural resources, scarcity, living and non-living objects, plants, animals, habitats, etc.

Second Grade

Topic Human beings and other animals live in communities and share common interests.

Questioning: Towns, cities, suburbs, farms, rural areas, nomadic families, fishing, tribes, clans, acceptance into communities, rites of passage, the amount and type of food, water, shelter that is needed for a particular type of community,. Howe climate affects communities, how technology affects communities.

Topic: New Nations emerge out of conflict, discord and political uprising.

Questioning: Revolutionary wars, the birth of new nations, the fall of nations, constitutions or similar documents, specific humans during the change of nations, using maps to determine the location of the countries discussed.

Topic: Our solar system is part of the Milky Way Galaxy which is part of our universe.

Questioning: The observable properties of matter, the effects of light, heat sources, how energy and matter interact, how the moon moves around the earth and how it is visible when it reflects the sun's light, time and how it is measured, the scientific process, scientists and inventors that made significant contributions in this area of study.

Topic: Varying forms of personal expression including long distance and art form communication.

Questioning: Long distance communication – runners, talking drums, smoke signals, etc.; work of art reflecting cultural heritage, cave painting, tattooing, etc.

Topic: Human beings and other animals are either consumers, producers, or both and have some method of reserving necessary stores for times of scarcity.

Questioning: How scarcity affects every day decisions; differences between consumers, producers, goods, and services; economic choices; job requirements; banks; market areas for trade; economic interdependency, animal interdependency.

Topic: Processes in the earth's lithosphere, biosphere, hydrosphere and atmosphere interact to shape the earth.

Questioning: How objects can be grouped: chemistry, energy, weather, cycles and patterns, etc.

Topic: Anarchy in the absence of societal order.

Questioning: American symbols, buildings, and holidays: consequences for not following the rules; participating in making class rules; elected officials; authority figures and the limits on their power; responsibility.

Topic: Transportation has positive and negative effects on society.

Questioning: Natural resources, conversation, alternative transportation ideas, advantage and disadvantages of transportation – scientists and inventors that have made significant contributions in this area.

Topic: Human beings and other animals adapt to their ever changing environment.

Questioning: Migration, Immigration, geographic locations, human activities that affect their environment and adaptations.

Third Grade:

Topic: Ancient Civilizations have laid the foundations for our modern world.

Questioning: communication, transportation, family life, history, laws, and governments of ancient civilizations and how these advancements carried into the Middle Ages and beyond, individual from these time periods.

Topic: Trade has led to exploration in other regions around the world.

Questioning: Quest trade routes, consequences for exploration, maps and globes, how human activity affects different environments.

Topic: Human being use the scientific process and habit of mind to solve problems, explore the natural world, analyze and communicate the results.

Questioning: The use of tools to determine the properties of matter: collecting data, analyzing data, reporting data with graphs, charts, etc. How specific discoveries are helped/harmed our world.

Topic: The earth and other planets are in a continuous state of change as waves, weather and shifts of the land constantly change and produce many new features.

Questioning: The physical changes of matter, temperature, traveling wave characteristics, motion, the rock cycle, the earth's composition, weathering, erosion, weather patterns, lunar cycle, Mercury, Venus, Earth, and Mars.

Topic: All decisions involve an opportunity cost and making effective decisions involves considering the cost and benefits associated with alternative choices.

Questioning: World political regions, personal and civic responsibilities, world decisions, scarcity, economic specializations, money in ancient civilizations, how governments have provided services.

Topic: A limited supply of usable energy sources creates a cost and risk to society and the environment.

Questioning: The different forms of energy, objects that emit heat and light, how the sun supplies energy, how heat can be produced, natural resources, recycling, plants as energy, food chains, population, and limited resources.

Fourth Grade:

Topic: Special devices are needed to observe phenomena that are unable to be observed by our five senses:

Questioning: The physical changes of matter, cost and benefit of technology and scientific advancement, waves, simple machines.

Topic: Boundaries and territories change for various reasons and in various ways and the people of these regions may be influenced by the cultural aspects of the changes.

Questioning: Using globes, charts, graphs and other geographic tools; using primary and secondary sources; the unique and cultural make-up of Florida: Native American tribes in Florida; how the State of Florida was granted statehood; why immigrants came to Florida; geographic features of Florida and how they affected colonization; exploration and expansion.

Topic: Individuals, events and social, political and economic characteristics of different periods can be found in the history of states.

Questioning: People and events related to early exploration of Florida, how Florida became a state, Florida and the Civil War, the history of Florida's growth, branches of Florida government, current Florida

government representatives, the importance of community service, scarcity in Florida. Earning income, budgets, goods, services, and taxation.

Topic: Most living things use energy from the sun to live and grow.

Questioning: The flow of energy in a system, fossil fuels, conservation of natural resources.

Topic: Living things are composed of cells which form different kinds of structures.

Questioning: The major organs of the body, cells, ecosystems, the process of decay, and population densities.

Topic: Properties of material, types of motion and cycles of the earth can be compared and measured and people can use this information to solve problems, make decisions and form new ideas.

Questioning: A variety of measurement tools, the stages of the rock cycle, the properties of soil, water cycles, weathering and erosion, experimentation, the scientific process.

Fifth Grade:

Topic: Chemical substances in DNA or RNA determine the characteristics of organisms.

Questioning: Heredity, genetics, single celled organisms, adaptations, scientific investigations, sanitation, display graphs, scientific process.

Topic: Physical environments support or constrain human and animal activity throughout the world.

Questioning: Historical accounts, European explorers, factors of early exploration, maps, globes, maps, varying populations.

Topic: Membership of society requires its members to follow a set of responsibilities.

Questioning: Functions of government under the constitution, national representatives, consequences of no government, civic responsibility, citizenship, individual rights.

Topic: Every mass attracts and is attracted by every other mass.

Questioning: Metric tools, microscopic particles, scientific tools, force, motion, inertia, gravity, mass, sun, moon, planets, scientific experiments, scientific process.

Topic: Government directly or indirectly affects the economic systems in and among nations.

Questioning: The economic impact of the great depression, US History, scarcity, credit, consumer rights, and budgets, federal and state governments.

Topic: Developing nations experience strife while setting guidelines to insure order and to perpetuate a particular way of life.

Questioning: Historical events, historical timeline, colonization, Revolutionary War, Civil War, industrialization, World Wars.

Topic: Properties of substances react and substances are produced from or converted into other substances.

Questioning: Mixtures and solutions, the rock cycles, geology, recycling, energy conservation, scientific investigations.

Middle School Studies:

The Ancient World –

This unit looks into religions of the world and how the cultural beliefs of the time affected the society being studied. Ancient Civilizations in the near east, Egypt, Greece, Rome, India, China, Early Islam, and Medieval Europe are covered. Greek Architecture, the Theatre, Burial Rituals and Musical Instruments and Dance are a few of the major topics that integrate the influence of religion. Additionally, great scientists and philosophers such as Hippocrates and Pythagoras are researched in an effort to humanize the study of history.

The Dawn of Reason

This unit explores the transition into Renaissance discoveries. Movements that changed the world view of humankind of the era which led to events such as the Protestant Reformation, Exploration of the New World, the American Revolution. The Industrial Revolution and the rise of science and technology. Renaissance Art and Music/Dance tell their own story of the changing times as does the literature from that period in time.

The Modern Era

The modern era unit looks into the concept of war. All major wars that are specific to the classes being taught are covered. The concept of globalization and tolerance of the beliefs of others are a major focus during this unit.

Math

The math program at JGSOA is aggressive as a response to a perceived need for math proficiency in the State of Florida. A 90 minute block for math is instituted in K-5 to prepare students to enter into the most competitive middle and high school programs. Students are tracked by using the SSS and ACE diagnostic testing and various teacher created tests. Administration is responsible for tracking students and their math progress so that beginning in 5th grade, students can be placed into middle school math program when applicable. Students are offered Pre-Algebra, Algebra 1 & 3, and Geometry in addition to the standard math curriculum when needed.

Foreign Language

Perhaps one of the most important programs at JGSOA is the foreign language program. Research shows that critical periods of acquiring language occur prior to the onset of puberty; therefore, students receive foreign language instruction beginning in Kindergarten. Students are introduced to the language, first orally with a large amount of vocabulary, and then move into conversational language and ultimately writing and reading. Students are engaged in learning Spanish in grades K – 3 through a variety of media: audio, visual, art and music. Fourth and Fifth grade Spanish classes become more textbook oriented and direct students into conversation and writing. Sixth through eighth grade Spanish program is heavily

focused on acquiring a solid foundation giving the students that exhibit a proclivity for language development the opportunity to develop their skills to their fullest potential.

Through the Spanish Department, students are not only exposed to a foreign language, but they are taught skills through Spanish that align with the Florida Sunshine State Standards for Language Arts.

Example of daily time blocks:

Elementary School

7:00 – 7:50	Breakfast
8:00 – 10:00	Language Arts & Social Studies (computer lab time once per week)
10:05 – 11:05	Writer's Club (Art incorporated once per week)
11:10 – 12:40	Math & Science Block
12:45 – 1:35	Lunch/Recess
1:40 – 2:30	Physical Education (Health incorporated once per week)
2:35 – 3:20	Spanish (Music incorporate daily)
3:30	Dismissal

3:45 – 4:30 After School Program

Homework Helpers
Tutoring
Creative Dance (Liturgical, Formal and Hip Hop)
Writing Club
Reading Club
Sports Club

Middle School

7:00 – 7:50	Breakfast
8:00 – 8:55	Social Studies (Student Enrichment incorporated once per week)
8:55 – 9:45	Language Arts
9:50 – 10:40	Journalism (Art incorporated once a week)
10:45 – 11:35	Physical Education (Health incorporated once a week)
11:40 – 12:30	Math
12:35 – 1:25	Lunch/Recess
1:30 – 2:25	Science
2:30 – 3:30	Spanish (Music incorporated once a week)
3:30	Dismissal

3:45 – 4:30 After School Programs

Homework Helpers
Tutoring
Creative Dance (Liturgical, Formal and Hip Hop)
Writing Club
Reading Club
Sports Club

Course and content and numbers shall be consistent with the State Course Code Directory.

The maximum number for students in core-curricula courses assigned to a teacher in each of the following three grade groupings will be as follows: (1) Pre-kindergarten through grade 3, 18 students; (1) grades 4 through 8, 22 students; and (3) grades 9 through 12, 25 students.

To the extent that the students to be served are in grades K through 8, JGSOA agrees that it will provide 150 minutes of physical education each week for students in kindergarten through grade 5 and it will endeavor to provide 225 minutes of physical education each week for students in grades 6 through 8. S

To the extent the students to be served are high school students, JGSOA agrees to comply with Section 1003.428, F.S, relative to general requirements for high school education.

Part 3: Outcomes to be achieved

- A. JGSOA, a private school, will comply with State Board of Education Rules. JGSOA is accountable for the performance of its entire student population. The school's performance shall be rated using the same criteria as used by the Florida Department of Education in grading other schools. However, due to the fact that JGSOA may be under enrolled compared to other District schools, the number of students shall not be a basis for not being graded and thus, the school shall be accountable for their performance.

- B. JGSOA will establish a systematic method for assessing student progress using the District's Pupil Progression Plan and performance at each grade using valid and reliable procedures.

Pupil Progression Plan includes:

1. Kindergarten – Kindergarten Readiness Survey, Concept of Print, and concepts of Print for Writing.
2. First Grade – Concepts Print for Reading, Concepts for Writing, and Running Reading Records.
3. Second Grade – Running Reading Records.
4. Third Grade – Running Reading Records, Scholastic Reading Inventory, Sunshine State Standards Diagnostic Assessment.
5. Fourth Grade – Sunshine State Standards Diagnostic Assessment.
6. Fifth Grade – Sunshine State Standards Diagnostic Assessment.
7. Sixth Grade through Grade 12 - Sunshine State Standards Diagnostic Assessment.

JGSOA is responsible for the technology necessary to administer assessments.

JGSOA educational programs' closely follow the Sunshine State Standards, Grade Level Expectations and Benchmarks; using a range of minimum of three grade levels for each grade. Flexible grouping is used to place students into specific learning groups between classrooms and grades when necessary. This model

is used in the areas of Reading and Math to meet all students' needs by educating them on their instructional level. This concept is relevant when you refer to the three instructional levels of student learning- Level-1: Frustration, Level-2: Instructional, Level-3: Independent. Classroom compositions follow a bell curve with students falling in various positions along the continuum. If a teacher teaches to the Sunshine State Standards for that grade, only, then the students that fall in the middle of the bell curve will be taught on their instructional level. However, students that fall on either end of the bell curve, one standard deviation from mean, will be either in their frustration or independent level. This is not most effective for either group of students. Students that fall below the mean do not learn when frustrated and students that fall above the mean are often left to work, more than the recommended 10% of the day, independently. JGSOA teachers and an instructional assistant works together as a team and groups students according to their ability. The students are free to move among the groups whenever it is necessary to best meet each student's needs. Students are permitted to learn at their own academic pace; therefore, all students are educated on their instructional level.

The three partners in education, teachers/staff, student and parent improve student achievement by creating strong communication among the three. Issues that may impede learning are identified early and addressed. The personalized education plans (PEPs) address these needs and are revisited a minimum of two times per year. In addition to the personal education plans, the exceptional student education process for child study team is used to identify student needs as well as a school based team approach that addresses the needs of the whole child.

A data review of student academic progress is conducted on an ongoing basis by the Administration and Classroom Teachers. Standardized, teacher created and computer generated assessments are used to evaluate student progress. In the event that this information is not adequate to make placement decisions and /or educational goals, other methods of collecting data are used, including: portfolios, developmental checklist, summary reports, observational checklists, school based team meetings, academic improvement plans and any other information that may improve student performance. JGSOA compile all evaluation outcomes on a PEP which is reviewed with parents a minimum of two times per academic year. The PEP was developed as part of the original charter and has been modified as a document as it is currently used. All collected data is used to develop academic goals for each student's PEP.

Reporting the assessment data is only one component to evaluating student performance. We believe that students and families must be informed of their educational progress that reflects how the student is performing within the level that the student is working.

As part of our initiative to promote improvement in academic achievement, there are three levels of honor roll. The first is the principal's honor roll. A student must have straight A's and 3's and 4's in conduct. Regular honor roll requires that a student have A's and B's and 3's and 4's in conduct. Perhaps that most important of the three is the BUG (Bringing Up Grades) roll which requires that the student has to "bring up" the grade in one subject area while bringing up the same grades in the other subjects.

Promotion standards are based on the Student Progression Plans for entry, promotion and retention for grades K-8 as printed by the School District of Palm Beach County. "To earn a passing grade in a marking period for a course, a student must be in attendance for the minimum ninety percent of class time. A student who is not in attendance for the minimum ninety percent of class time may earn a passing grade by demonstrating mastery. Mastery is defined as earning a passing grade for the marking period and

passing the marking period assessment.” Accommodations are made for students enrolled in special programs according to the Student Progression Plan.

Instructional Methods and Strategies to be Used

“Children benefit from a variety of different activities. However, three critical activities that contribute considerably to overall brain development are; music art and physical activity.

First, music engages all aspects of the brain and stimulates multiple aspects of brain functioning. Children should be exposed often to many different kinds of music, but especially rhythm, rhyme, and repetition in music and songs.

Second, art engages a variety of the brain’s area that help children learn emotion, cognition and memory. Children should receive many opportunities to draw, paint, craft and create using different types of art.

Third, physically and movement help stimulate much brain growth and facilitate key connections for learning. Regular exercise and engagement in all varieties of physical activity are critical for healthy brain development in children.

The main objective through the program is to provide the students with the best possible opportunities for them to develop to their fullest potential, and to prepare the students for their lives in a competitive global economy.

The general tenets found in the A.C.E. Model include, but not limited to:

1. Three Partners in Education – creating the home, student, school connection
2. The instructional Triad Model- meeting the individual needs of students in grades K-5, through flexible ability grouping in the elementary school.
3. Integrated studies ability grouping the middle school.
4. Foreign language acquisition- exposure to foreign language prior to onset of puberty facilitates language learning.
5. Physical Education- bilateral physical development increases brain development.
6. Fine Arts development- music & art stimulate brain development and creativity.
7. Internationalism- education is the key to understanding tolerance.
8. Front Loading Methodology- introducing concepts empirically and continuing with student directed, teacher facilitated instruction.
9. Assessment Procedures- achievement data is used to evaluate student progress and individual’s placements.
10. Learning Styles- student learning styles are identified and taught so that students can understand their specific learning needs.
11. Etiquette- students learn every day etiquette, relationships, communication, dining, and the work place.
12. Enrichment- students receive enrichment activities as well as participate in academic games.
13. Exceptional Student Education- students that needs assistance are tutored according to areas of need.

Integrated Studies Triad: (6-8)

Components of a Balanced Literacy Program:

JGSOA program is literacy based, making reading the primary focus for the curriculum and resources provided to identify and provide specialized instruction for students, at a minimum below grade level, but for all students. The reading program is innovative by the grouping of students according to lexile scores, allowing quarterly rotation, and by using social studies as the medium from which to generate the reading material, which aligns itself with the Sunshine State Standards and is grounded in scientifically based research.

The central idea surrounding this model as used in grades 6 through 8 is across all subject areas and is divided into two units. Unit one is Social Studies based which leads the area of study for three fifty minute learning blocks that are taught in the following sequence; Social Studies, English and Journalism (which is taught in a technologically updated and fully functional computer lab which includes, MS Office 2007, multi-media projectors, wireless lap top computers, firewall, server, and scanners). In Unit One students are grouped according to lexile level and are re-assessed at the end of each marketing period to determine if the students need to change groups. The time period of study for the Social Studies unit is followed with literature in the English Department and followed with assignments in the Journalism department. An example would be discussing the roaring twenties and the industrial movement in Social Studies, reading the Great Gatsby in English, and then completing computer based projects in the Journalism department. This approach provides students with a 150 minute learning block that is primarily literacy based.

JGSOA the SSS diagnostic testing data to help place students in their learning groups. Understanding that the winter SSS scores are fairly predictive outcomes in the spring, gives a sense of urgency to the administration, teaching staff and students which in turn provides motivation for additional improvement. Learning gain goals are set for each student with a reward for accomplishing their potentially attainable goal.

The Principal; an Assistant Principal that is dedicated to instrumental improvement, student success, and serves as the reading coach; and a lead teacher that assists teaching teams in literacy development; drive the literacy program. Depending upon the leveled group that each student is participating in determines the level of literature that is used during their language arts block. The curriculum materials that are used are listed below. Similar to the Elementary Curriculum. The components of the 150 minute literacy block are as described and include: modeled reading, shared reading, guided reading, independent reading, modeled writing, shared writing, guided writing, and independent writing. These are used in a language arts block of 150 minutes.

As taken from the Components of a Balanced Literacy Program, modeled reading means to read aloud and exposes the students to literature on a daily basis. "This goal is to expose the students daily to engaging literature and new information." The idea is to expose them to challenging vocabulary and concepts that the students the students may not have the ability to read on their

own. Through the Social Studies department, students are read to by the instructor from a variety of literacy sources for approximately 15 minutes per day.

During shared reading the students follow along while the teacher reads aloud and invites the students to join in the reading. The goal of shared reading is to help build the readers confidence and to support and improve fluency by allowing the students to practice reading in a risk-free environment. The Social Studies department uses the shared reading approach for approximately 20 minutes per day. In addition to reading aloud with the teacher, the Social Studies teacher facilitates individual student read aloud time during the 20 minute time period.

Upon completion of the Social Studies 50 minute period, students then rotate to their Language Arts class. In the Language arts class, students engage in guided reading, small groups of 4-6 students read together as facilitated by the teacher and, depending on the level of need, an ESE teacher and or enrichment teacher, and or a teaching assistant. As a result of the instructional triad model, students are already in reading class with students of similar lexile levels; therefore the small groups may be more specific to lexile scores, specific students' needs or student interest. The reading material selected corresponds to the topics of study in Social Studies. Approximately 50 minutes per day.

Following the 50 minute Language Arts block, Journalism is taught as the final course in the three part Unit 1 instructional learning block. During Journalism, students participate in a variety of writing lessons which include participating in composing text, researching facts, practicing new skills and strategies, and reflecting upon themselves as writers. The process mirrors the reading block by using modeled writing, shared writing, guided writing, and independent writing.

During modeled writing, the teacher thinks aloud while demonstrating writing skills and strategies in front of the students during whole group instruction. Shared writing occurs when the students provide the ideas and participate in the writing process. The teacher and students compose together and talk about the vocabulary, format, content, etc. to be used. These techniques are used for approximately 10-15 minutes of the writing block. Guided and/or independent writing are used for approximately 20-40 minutes of the writing block. Guided writing allows the teacher to act as a facilitator as the students compose the text on their own. Independent writing allows the student opportunity to write without teacher evaluation. Students write freely and creatively without direct instruction, although some student conferencing may be done. The Language Arts teacher conducts an after school writing to facilitate writing and improve student skills.

Additionally during journalism, Independent reading is conducted daily. Independent reading is also encouraged during drop everything and read, a 20 minute time block given every day as part of the student's 50 minute lunch period. Approximately 20 minutes per day.

The integrated studies triad, by its very nature creates a differentiated strategy for students reading at grade level or higher, with a separate curriculum and strategies for students who are

reading below grade level. Teachers teach six periods per day and each of these six classes is different/specific to the group being taught, which is determined by the lexile scores that each student is currently testing at.

For students requiring additional assistance beyond the 150 minute block, JGSOA provides intensive study as a supplemental reading program either through the after school tutoring program and summer school.

The after school tutoring program is available to all students. The Middle School teachers are encouraged and additionally compensated to conduct tutoring sessions after school. Students are grouped according to their ACE and SSS Diagnostic predicted scores and are taught test taking skills and receive intensive review of the areas identified as weaknesses through the Diagnostic analysis.

JGSOA offer summer school programs for students that need additional assistance. Intensive study is conducted to increase student comprehension of concepts that are identified as areas of weakness.

For those students in need of an intensive reading course: The intensive reading classroom consists of a 20:1 ratio. Class begins with a read-aloud discussion or practice activity that coincides with unit one; social studies, language arts and journalism. For a 90 minute rotational model, while group activities begin with a 10-15 minute warm up and read aloud session that focuses on the essential questions of the lesson. After whole group activities, students are divided into group that then rotate through the following activities: Independent reading for 20 minutes whereby the students read and the report in a reflection log. Small group activity for 20 minutes where a remediation lesson is implemented that uses guided reading and writing. Technology for 20 minutes where students read using various interactive reading programs; then the group is brought back together for whole group instruction for 10-15 minutes where the teacher conducts a wrap up lesson and final read aloud.

The **Comprehensive Intervention Reading Program** is defined as a stand-alone program providing instruction in multiple areas of reading. Middle School students are required to read text in text specific subject areas such as government, science, and literature.

The **Supplemental Intervention Reading Program** provides instruction in one or more areas of reading. This program concentrates on specific areas such as phonological awareness, phonics, fluency, vocabulary and comprehension. This program provides targeted instructional design to fill in gaps on student knowledge or skill.

Educational Technology is intended for additional support in reading. Educational technology is teacher-led through journalism class.

Students shall be supervised by skilled instructional personnel at all times from arrival at JGSOA to departure.

During the school day, or any school sponsored event, students shall be taught in an environment where discipline is consistent and designed to support appropriate behavior.

JGSOA shall designate in writing one individual to be the chief administrator on site and responsible for the operations and management of the school whenever students are present. Each person so designated shall be certified with credentials, qualifications, background check and experienced as deemed appropriate by the Governing Board of JGSOA.

JGSOA shall purchase and install the necessary firewalls to ensure that all the school's software and computers, including student computers and software, comply with the same requirements mandated by the School District of Saint Lucie County, Florida.

School Year Calendar

JGSOA shall provide instruction for a minimum of one hundred eighty (180) school days or its equivalent as defined by Florida Statutes.

The start date and academic term calendar for JGSOA shall be consistent with that of the School District of Saint Lucie County.

Participation in Statewide Assessment

- A. JGSOA shall ensure that all students enrolled in JGSOA be required to take all applicable State Standardized tests consistent with State of Florida Department of Education.
- B. In addition to applicable State Standardized tests, JGSOA will administer ACE Diagnostic Assessment tests to facilitate educational planning/evaluation of its goals.
- C. Educational Student Education (ESE) students' Individual Education Plans (IEPs) will document the type of assessment to be given (regular or alternate) and if accommodations are needed.

Graduation and/or Promotion Requirements

- A. JGSOA serving high school students shall assure compliance with the method of determining graduation requirements of School District of Saint Lucie County.
- B. JGSOA K – 12 uses a school generated report card that is distributed quarterly.
- C. JGSOA serving high school student will award diplomas, certificates of completion, and special diplomas for ESE students when indicated on a student's IEP.

Code of Conduct

- A. The Code of Conduct for JGSOA shall include student discipline policies, Zero Tolerance Federal Gun Free School Zone Act, suspension criteria, procedures, appeal and due process as required by State and Federal laws.
- B. JGSOA will be responsible for all matters relating to students discipline. JGSOA must comply with any and all State, Federal and Local laws.
- C. JGSOA agrees to implement and adhere to procedures for discipline of ESE students as outlined in administrative directives and comply with requirements for the Individual with Disabilities Education Act.
- D. Students may be recommended for expulsion by JGSOA Governing Board.
- E. JGSOA agrees to maintain a safe learning environment at all times ensuring the health, safety, and welfare of all students attending.

Nature of Parental Involvement

The mission of JGSOA includes school families, key stakeholders, and community members as necessary components in the education of our students. JGSOA ensure parental involvement in a numbers of ways.

1. First, parents are asked to volunteer fifteen (15) hours per parent. These hours can be fulfilled by any family member and can be completed during or after school hours. Not all parents are available to volunteer their time; therefore, some parents choose to make a monetary donation in lieu of volunteering the time. The schools' volunteer coordinator designates specific activities each month for parents with children in each grade. Additionally, parents can attend PTA or board meetings, school activities, field trips, serve as a classroom or office assistant, complete work projects on campus and many other opportunities.
2. Second, parents are asked to drop off and pick up their children at the school. The school parking lot is an active social area where information boards will be posted. Staff members can touch base with parents, and fliers can be distributed. In addition, JGSOA will maintain a web site where current information pertaining to school operations can be accessed. All staff emails and teachers generated web pages can also be access through the web site. All homework assignments and projects will be posted on the web page for parent review. Student agendas are used in all grades and are signed every night as part of classroom participation grade. The administration has an open door policy and JGSOA staff members must return calls within 24 hours. The principal has an administrative calendar where all appointments are kept, that is available by the entire staff and board members so that any parent meetings can be attended by multiple parties when possible.
3. Parents/guardians also participate in the development of their child's Personal Education Plan (PEP). Parents/guardians are required to meet a minimum of two times a year with their child's teach who is responsible for formulating the PEP. After the teacher has outlines the goals and

direction of the plan, the parents have an opportunity to review it, provide input, and indicate approval by signing the plan. If any time during the course of the year the parent has concern or requests a change in the PEP, it is the teacher's responsibility to meet with the parent and revise the plan. If a conflict occurs between the parent and teacher as to what should be included in the plan, then a meeting is held with the Principal who will make the final determination as to the content of the PEP.

4. If a parent has a complaint about any school related issue, the chain of command stipulates initially addressing the matter with the individual that the issue involves. If the parties are unable to solve the problem, the next step is to schedule a meeting with the Principal. If the issue is still not resolved, the individual may speak to any Board Member and schedule a mediation meeting with the Board, Principal, and the individual(s) involved. Any Board actions required will be taken at next Board Meeting, and the decision of the Board will be final.
 - A. Parental complaints from any and all sources must be kept in a designated logbook with the dated response or action taken by JGSOA and clearly noted. This logbook must be available and open to inspection, and is public record.
 - B. JGSOA reserves the right to dismiss students from the school if student behavior repeatedly distracts from the learning of other students.

Part 4: Student Services

JGSOA utilize an extensive marketing plan which targets the surrounding areas. This marketing plan includes but is not limited to social media, surveys, pamphlets and other publications, postings and distributing flyers in neighborhoods facilities, informational forums and open houses, direct mailings and/or presentations to parents. JGSOA meet with local community agencies, educators, civic organizations and other community based service providers to inform the community of the opportunities offered by the school. The school conducts school tours and open houses for prospective students, parents/guardians(s) and community members.

Through JGSOA's recruiting and marketing plan, the school attracts families reflective of the community. The school strives to achieve a diverse student body comparable to the racial/ethnic balance of Saint Lucie County.

School families and interested applicants are required to complete JGSOA registration form. Parents are encouraged to attend a school tour and brief informational about the educational programs available at JGSOA. After receipt of the application, the Student Services Director file applications by grade level. Applicants are accepted on a continual basis.

Standard School District policies are followed when students are transferred from one school to another, public, charter, or private. ESE students attend transition meetings to address their special needs when transferring to another educational program.

Registration

Upon successful enrollment and indication of commit to attend, parents are provided pertinent documents in the registration package to review and return. The registration package includes JGSOA Code of Conduct and a contract between the school and parents/guardians indicating the roles and responsibilities of each. Parents/guardians agree to commit themselves to be involved in their child's education by, among other things, having their children arrive to school on time and ready to learn, and by volunteering to participate with one of the school's various committees. Both parties execute the contract indicating their acknowledgement and acceptance of the terms.

JGSOA conduct periodic registration sessions to assist parents with the various forms contained in the registration package. In addition, staff will be available for one-on-one sessions to accommodate parents who are not able to attend the scheduled sessions or require special assistance. Final acceptance to JGSOA is subject to the students' return of documents, as requested in the registration package, pertaining to the provisions of applicable Florida law regarding health examinations, immunization, school attendance and exemptions.

The parent(s) or guardian(s) must complete and sign an application form which must include, but not be limited to the following:

1. The student's name, social security number, date of birth, place of birth, local and mailing address, telephone number, verification of birth, last school attended, Home Language Survey, health screening requests for vision, hearing, and fluoride;
2. The parent's or guardian's name(s), local and mailing address, and telephone number; and
3. Documentation of eligibility criteria as outlined in JGSOA.

JGSOA must maintain a record of all students who apply to JGSOA, whether or not they are eventually enrolled.

Parents of students with disabilities shall be afforded notice of procedural safeguards in their native language, as provided by the Florida Department of Education.

Enrollment is subject to compliance with the provisions regarding school-entry health examinations and immunizations against communicable diseases, school attendance requirements, and exemptions.

Student Transfers, Withdrawals, and Dismissals

1. Parents/Guardians may withdraw a student from JGSOA at any time. JGSOA may withdraw a student involuntarily for failure to maintain eligibility standards or for violation of the Student Conduct Code.

2. In the event that a student has been recommended to the Board for expulsion, JGSOA is responsible for providing academic and behavior intervention for the student while awaiting the Board's decision on the student's expulsion.

Funding and Financial Requirements

Financial records will be maintained by JGSOA as provided by in the manual, *Financial and Program Cost Accounting and Reporting for Florida Schools* and District Chart of Account.

Internal Financial Controls and Audit Process

1. In order to provide comparable financial information, JGSOA shall maintain all financial records in accordance with accounts and codes prescribed in the publication titled *Financial and Program Cost Accounting and Reporting for Florida Schools*. JGSOA will provide annual reports to all federal, state, county, city and private funders. The financial statements are to be prepared in accordance with *Generally Acceptance Accounting Principles* using governmental accounting, regardless of corporate structure.
2. JGSOA shall include all accounting and reporting policies, procedures and practices for maintaining complete records of all receipts and expenditures.
3. Unaudited year-end statements shall be submitted to all parties involved with financial allocations or contributions by July 31st of each year. These financial statements must be prepared in accordance with *Generally Acceptance Accounting Principle* using governmental accounting, regardless of corporate structure.
4. JGSOA agrees to submit to and pay for an annual financial audit in compliance with Federal, State, and School District regulations showing all revenue received, from all sources, and all expenditures for services rendered. The audit will be conducted by an independent certified public accountant selected by the Board of JGSOA.
5. All funders have the right to review and audit, upon request, all financial records of JGSOA to ensure accountability and sound financial management.

Method of Providing for Safety for Students and Employees in Case of Health Hazard, Fire, Natural Disaster, or Emergency

1. The safety of students and employees shall be a prime responsibility of JGSOA.
2. JGSOA shall develop and implement a Crisis Response Plan for each facility classroom. Safety and emergency procedures shall be posted in all facilities.

3. JGSOA will arrange for teachers and staff to receive in-service training on approved safety and emergency procedures. Drills should be held at unexpected times and various conditions.
4. JGSOA shall hold and document emergency evacuation drills at least ten (10) times per year with at least two (2) drills within the first ten (10) days of school. Two tornado drills are required annually. One drill should be scheduled during September and the second drill should coincide with the annual tornado drill. Such drill shall include preparations for fire, natural disaster, health hazard and other emergencies.
5. In the event of a fire, students and employees shall be evacuated from the building. Students and employees shall be evacuated to assigned location at least five hundred (500) feet from the building. The Fire Department and police shall be notified. JGSOA administrators shall notify students and employees when it is safe to return to the building. Parents shall be notified as soon as possible.
6. In the event of a natural disaster, portable buildings shall be evacuated and students and employees moved to a permanent building.
7. Parents shall be notified of the location and advised as to when their child may be transported to their residence and when parents could arrange for transportation of the student.
8. In the event of a health hazard, the County Health Department shall be notified.
9. In all emergency situations, JGSOA officials shall take all precautions necessary to protect the health and safety of the students and other employees.
10. JGSOA shall comply with all applicable Federal, State and local laws, rules and codes pertaining to this section.
11. JGSOA will have a designated clinic equipped with a minimum of one bed, one refrigerator, and a locked medicine cabinet.

Facilities

JGSOA is responsible for the initiation and provision of inspections and an occupational license as required. All facilities, including leased facilities, must be inspected annually by a certified Fire Marshall or inspection specialist and the Saint Lucie Health Department.

JGSOA shall present proof of the appropriate facility certification (including all certificates that are required by applicable building codes).

Food Service

JGSOA will provide the following Food Service Program to its students.

1. A school breakfast program for elementary, middle, and high school students.
2. A school lunch program for elementary, middle, and high school students.

The meal requirements, procedures and accountability must comply with the United States Department of Agriculture rules and dietary guidelines.

Indemnification and Insurance

1. General Liability insurance will be in the amount of one million dollars (\$1,000,000) per occurrence, combined single limit covering bodily injury, property damage, personal injury, premises operations, products, completed operations, consultants and independent contractors, insured vs. insured, and contractual liability.
2. Property insurance for special perils (all risks) with limits of less than one hundred percent (100%) replacement value of the facility and all contents therein which are owned by JGSOA.
3. School Leader's Errors and Omissions liability insurance having limits of one million dollars (1,000,000) per occurrence, including an employment practices endorsement, coverages for student liability, corporal punishment, and sexual misconduct.
4. Fidelity/Dishonesty/Liability coverage with limits of five hundred thousand dollars (\$500,000), insuring the Sponsor against dishonest acts of employees or volunteers of JGSOA resulting in loss to the Sponsor.
5. Workers compensation coverages for the employees as required by Florida Law. The insurance company issuing the worker's compensation may have a high rating to license to write this coverage by the State of Florida.

Part 5: Personnel

1. JGSOA shall select its own employees. The employees shall be private. JGSOA agrees that its employment practices shall be non-sectarian and that it shall not violate the anti-discrimination provisions of The Florida Equity Act. JGSOA agrees to develop and

implement personnel practices and procedures that are consistent with state statutes and rules.

2. JGSOA will not employ an individual to provide instructional services or to serve as a teacher aide if the individual's certificate or license as an educator is suspended or revoked by this or any other state.
3. JGSOA may contract with skilled selected non-certified personnel to provide instructional services in the individuals' fields of specialty or to assist instructional staff members as paraprofessionals in the same manner, and as provided by the State Board of Education and governing boards. Substitute's teachers cannot provide instructional services for longer than forty-five (45) student attendance days for an identified regular position.
4. JGSOA shall designate in writing one individual to be the chief administrator on site and responsible for the operations and management of JGSOA whenever students are present. Each person so designated shall be a certified teacher or one with credentials, qualifications, background experience that is deem appropriate by the Governing Board of JGSOA. In the event the chief administrator is off campus, a certified/qualified person(s) should be designated to be in charge.

Fingerprints and Disclosure of Employee

1. JGSOA employees, contract employees, and governing board members shall be required to comply with fingerprinting requirements of Section 1012.32, F.S., relating to Criminal Background Checks. JGSOA shall require all employees to comply with the fingerprinting requirements. Members of the governing board of JGSOA shall also be fingerprinted in a manner similar. Furthermore, all individuals who have direct contact with children or any students in the School District, must be fingerprinted and background checked. No employee of JGSOA shall receive remuneration before background check; fingerprinting, and certification status is completed.
2. JGSOA agrees that a prospective or current employee may be disqualified or may be terminated from continued employment if the prospective or current employee has been convicted of a crime classified as a felony or first degree misdemeanor directly related to the position of employment sought or convicted of a crime involving moral turpitude.
3. Any employee of JGSOA found through a background check to have been convicted of a crime of moral turpitude shall not be employed in any position requiring direct contact with students.

4. JGSOA agrees to disclose to the parents of its students the qualifications of instructional personnel hired by JGSOA.

Student Records

1. JGSOA shall maintain both active and archival records for current/former students in accordance with Florida Statutes.
2. All permanent records of students leaving JGSOA whether by graduation, transfer to the public school system, or withdrawal to attend another school, shall be promptly transferred and delivered.

Joshua Generation School of the Arts

And

After School Enrichment Program

Projected Financials

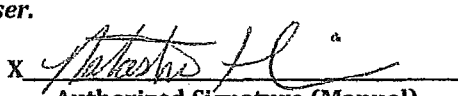
See Attachment B

References

Dr. Lynn M. Allen	5 Fold Bible Institute
Founder	561-623-8835

Gwen Mcleod	We Leap
Founder	772-940-1632

Pamela Hines	Roebuck Fellowship Outreach Ministries
Pastor	2306-B Okeechobee Rd.
772-501-7772	Ft Pierce, FL 34950

DELIVER TO: City of Fort Pierce 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Procurement Dept. P.O. Box 1480 Fort Pierce, FL 34954-1480	REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT
Contact: Gelencia Carter, 772-467-3748	RFP No: 2016-013
Mandatory Pre-Bid Conference Date: N/A	RFP Title: SALE OR LEASE OF SURPLUS PROPERTY – 505 NORTH 7 TH STREET
Mandatory Pre-Bid Location: N/A	RFP Opening Location: City of Ft. Pierce Procurement Dept. 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, TUESDAY, JANUARY 19, 2016	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Joshua Generation School OF THE ARTS Mailing Address: 2747 SE Morningside Boul, Port St. Lucie, FL 34952 -----	I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer. X  Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name: Natasha Hines
Type of Entity (Circle One): Corporation Partnership Proprietorship	Title: Owner
Incorporated in the State of: FL Year: 2016	Delivery in _____ days, ARO
Phone Number: 561-623-8835	Payment Terms: Net 30 Days
Fax Number: NA	FEIN or SS Number:
E-Mail Address: jshuaschoolofarts@gmail	Local Business: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input type="checkbox"/> N
Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason: NA
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	



CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:

YES

NO

Is Request for Proposal cover page (page 1) completed, signed and attached?

✓

All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.

NA

Include proof of proper licensing as stated in proposal documents.
(NOT APPLICABLE).

NA

Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents (NOT APPLICABLE).

NA

Proposal envelope is marked accordingly.

✓

Are three (3) complete proposal packages included (one original and two copies) and one electronic copy (PDF) on a USB Flash Drive of sealed proposals?

✓

Is each Addendum (when issued) signed and included?

NA

PLEASE SIGN AND RETURN WITH PROPOSAL

Statash H



ATTACHMENT A
PROPERTY NARRATIVE

PROPOSAL RESPONSE FORM

505 North 7th Street
Property Address

Joshua Generation School OF the ARTS

Print or Type Name of Buyer(s)

2747 SE Morningside Boulevard

Address (Street / City, State and Zip Code)

Port St. Lucie, FL 34952

561-623-8835

Area Code and Telephone Number

Proposed Use of Property:

Attachment "A"

(Use additional sheets, if necessary)

Proposed Property Improvements:

See attachment "A".

(Use additional sheets, if necessary)

Timetable for Making Improvements:

See attachment "A".

(Use additional sheets, if necessary)

PROPERTY NARRATIVE

505 North 7th Street
Property Address

Proposed Job Creation:

See attachment "A"

(Use additional sheets, if necessary)

Business Plan (attachment):

See attachment "A"

(Use additional sheets, if necessary)

Financial Plan (attachment):

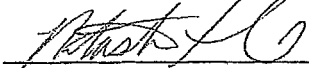
See attachment "B"

(Use additional sheets, if necessary)

Exceptions to Request for Proposal (attachment):

NA

(Use additional sheets, if necessary)


Signature of Buyer(s)

1/15/16
Date

OFFER TO PURCHASE/BID FORM
RFP NO. 2016-013



_____ herein called the Buyer(s), hereby offer(s) and agree(s) to purchase from the City of Fort Pierce, a Municipal Corporation, hereinafter called the City, at the price subject to the terms, conditions, reservations, restrictions, and covenants herein stated, (see attachment(s)), and easements, encumbrances and other matters of record, and to all zoning, building or other Laws or Ordinances, the following described property.

In order to constitute an acceptable offer to purchase (bid), all information requested below must be provided. The form must be submitted in triplicate in a sealed envelope bearing on the outside the name of the bidder, its address, and RFP No. 2016-013, Sale or Lease of Surplus Property – 505 North 7th Street.

Name of Bidder: Joshua Generation School of The Arts

Address of Bidder: 2747 SE Morningside Boulevard

City, State, Zip: Port St. Lucie, FL 34952

Telephone Number: 561-623-8835

Fax Number: NA Email Address: joshuaschoolofarts@gmail.com

ADDRESS	OFFERED BID AMOUNT	5% BID SECURITY AMOUNT
505 North 7 th Street	\$ _____	\$ _____

BIDDER'S ACKNOWLEDGEMENT

The Bidder understands that information contained in this Bid Form is to be relied upon by the City of Fort Pierce and Fort Pierce Development Agency in awarding the specified Bid, and such information is warranted by the Bidder to be true. Bidder understands that the City/Agency has the right to verify the information submitted and to seek any additional information relating to the Bidder's qualifications. The discovery of any misstatement, which, in the sole opinion of the City/Agency, materially affects the Bidder's qualifications to perform, shall cause the rejection of the Bid, and if after the award, to cancel the sale of agreement.

Natasha Hines
Bidder of Authorized Representative

Natasha Hines
Typed Name

1/18/16
Date

2016/2017 PROJECTED BUDGET
 Joshua Generation School of the Arts

ATTACHMENT B

Month	Description/Detail	Start Up	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year Total
Students*	based on 8% increase		40	43	47	50	54	60	63	69	75	81	87	94	101
Cost Per Child	based on \$145 wk		\$ 23,200.00	\$ 24,940.00	\$ 27,260.00	\$ 29,000.00	\$ 31,320.00	\$ 34,800.00	\$36,540.00	\$40,020.00	\$43,500.00	\$ 46,980.00	\$ 50,460.00	\$ 54,520.00	\$ 442,540.00
Registration Fee	\$50 charged 1x each child		\$ 2,000.00	\$ 150.00	\$ 200.00	\$ 150.00	\$ 200.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 350.00	\$ 4,700.00
Total Fees			\$ 25,200.00	\$ 25,090.00	\$ 27,460.00	\$ 29,150.00	\$ 31,520.00	\$ 35,100.00	\$36,690.00	\$40,320.00	\$43,800.00	\$ 47,280.00	\$ 50,760.00	\$ 54,870.00	\$ 447,240.00
Employees															
Director/ Teacher			\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 23,040.00
Asst. Director/ Teacher			\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 23,040.00
Dietian			\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Janitor			\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Teacher - preschool			\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 15,456.00
Teacher			\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 15,456.00
Teacher			\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 1,288.00	\$ 15,456.00
FICA tax	6.20%		\$ 960.38	\$ 960.38	\$ 960.38	\$ 960.38	\$ 960.38	\$ 960.38	\$ 960.38	\$ 960.38	\$ 960.38	\$ 960.38	\$ 960.38	\$ 960.38	\$ 11,524.56
Medicare	1.45%		\$ 238.53	\$ 238.53	\$ 238.53	\$ 238.53	\$ 238.53	\$ 238.53	\$ 238.53	\$ 238.53	\$ 238.53	\$ 238.53	\$ 238.53	\$ 238.53	\$ 2,862.36
Unemployment	1.5% of first \$8,000/employee		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 14,400.00
Worker's Comp	5% of total salaries		\$ 834.45	\$ 834.45	\$ 834.45	\$ 834.45	\$ 834.45	\$ 834.45	\$ 834.45	\$ 834.45	\$ 834.45	\$ 834.45	\$ 834.45	\$ 834.45	\$ 10,013.40
Total			\$ 12,937.36	\$ 12,937.36	\$ 12,937.36	\$ 12,937.36	\$ 12,937.36	\$ 12,937.36	\$ 12,937.36	\$ 12,937.36	\$ 12,937.36	\$ 12,937.36	\$ 12,937.36	\$ 12,937.36	\$ 155,248.32
Expenses															
Rent		\$ -	\$ -	\$ -	\$ -	\$ 5,379.00	\$ 5,379.00	\$ 5,379.00	\$ 5,379.00	\$ 5,379.00	\$ 5,379.00	\$ 5,379.00	\$ 5,379.00	\$ 5,379.00	\$ 48,411.00
Utilities			\$ 600.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 800.00	\$ 9,700.00
Maintenance, Repair			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,000.00
Food			\$ 2,000.00	\$ 2,160.00	\$ 2,333.00	\$ 2,520.00	\$ 2,722.00	\$ 2,940.00	\$ 3,145.00	\$ 3,397.00	\$ 3,397.00	\$ 3,397.00	\$ 3,397.00	\$ 3,397.00	\$ 34,805.00
Office Supplies			\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Classroom Supplies			\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Food Supplies			\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Licenses			\$ 1,000.00												\$ 1,000.00
Phone/Cable/Inter			\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Intult (Payroll)			\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 420.00
Professional Services	Accountant, lawyer, etc.		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,000.00
Marketing Supplies			\$ 600.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,900.00
Miscellaneous			\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,000.00
Total		\$ -	\$ 6,785.00	\$ 5,845.00	\$ 6,018.00	\$ 11,584.00	\$ 11,786.00	\$ 12,004.00	\$12,209.00	\$12,461.00	\$12,561.00	\$ 12,561.00	\$ 12,561.00	\$ 12,461.00	\$ 128,836.00
Profit			\$ 5,477.64	\$ 6,307.64	\$ 8,504.64	\$ 4,628.64	\$ 6,796.64	\$ 10,158.64	\$11,543.64	\$14,921.64	\$18,301.64	\$ 21,781.64	\$ 25,261.64	\$ 29,471.64	\$ 163,155.68

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this day _____ of February 2016, by and between CITY OF FORT PIERCE, whose address is 505 N. 7TH STREET, FORT PIERCE, FL 34950 (hereinafter referred to as "Landlord"), and JOSHUA GENERATION SCHOOL OF THE ARTS whose address is 2747 MORNINGSIDE BLVD, PORT ST. LUCIE, FL 34952 (hereinafter referred to as "Tenant").

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A" attached hereto and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

ARTICLE II - LEASE TERM

Section I. Total Term of Lease. The term of this Lease shall begin June 1, 2016 on the commencement date, as defined in Section 2 of this Article II, and shall terminate on June 30, 2019, where prior to the Commencement Date, Landlord will permit Tenants three (3) complimentary months for the purposes of renovating said premises.

Section 2. Commencement Date. The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased Premised, so long as such date is not in excess of sixty (60) days subsequent to execution hereof.

ARTICLE III - EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

ARTICLE IV - DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall

from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the term of the Lease shall be \$9600.

Section 2. Payment of Yearly Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be \$800.00, on the first day of each and every calendar month during the term hereof, and prorate for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.

Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

A late fee in the amount of \$50.00 shall be assessed if payment is not postmarked or received by Landlord on or before the tenth (10) day of each month.

ARTICLE V - SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of \$800.00 as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

ARTICLE VI - TAXES

Section I. Personal Property Taxes. The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

Section 2. Real Estate Taxes. During the continuance of this lease Landlord shall deliver to Tenant a copy of any real estate taxes and assessments against the Leased Property. From and after the Commencement Date, the Tenant shall pay to Landlord not later than twenty-one (21) days after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Tenant's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.

Section 3. Contest of Taxes. The Tenant, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal or real property tax. The Tenant may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. In any such event, if the Landlord agrees, at the request of the Tenant, to join with the Tenant at Tenant's expense in said proceedings and the Landlord agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, the Tenant shall have the right to contest the amount of any such tax and the Tenant shall have the right to withhold payment of any such tax, if the statute under which the Tenant is contesting such tax so permits.

Section 4. Payment of Ordinary Assessments. The Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises not later than twenty-one (21) days after the day on which the same became initially due. The Tenant may take the benefit of any law allowing assessments to be paid in installments and in such event the Tenant shall only be liable for such installments of assessments due during the term hereof.

Section 5. Changes in Method of Taxation. Landlord and Tenant further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon the Landlord, then the Tenant

shall pay all such taxes, assessments, levies, impositions, or charges. Nothing contained in this Lease shall require the Tenant to pay an estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of the Landlord, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real estate taxes.

ARTICLE VII - CONSTRUCTION AND COMPLETION

Section 1. Improvements by TENANT. Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the

payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within fourteen (14) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

Section 2. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

ARTICLE VIII - OBLIGATIONS FOR REPAIRS

Section 1. LANDLORD'S Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sublessees, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the first twelve (12) months of the term hereof.

Section 2. TENANT'S Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction

thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section 1 and 3 of this Article; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense.

All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Tenant, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section 2 of this Article VII or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.

Section 4. TENANT'S Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

ARTICLE IX - TENANT'S COVENANTS

Section 1. TENANT's Covenants. Tenant covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such

repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

ARTICLE X - INDEMNITY BY TENANT

Section I. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Landlord.

ARTICLE XI - USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by Tenant exclusively as a private school. The focus of this private school, Joshua Generation School of the Arts, will be: Providing quality education and enrichment programs for children of low-to-no income families victimized by domestic abuse and inner city violence. We will be providing a safe and nurturing environment that encourages and challenges all students to reach their academic potential establishing a solid social, economic and environmental foundation, regardless of religious preference, race, creed or gender.

Joshua Generation School of the Arts and After-School Enrichment Program will serve as a community-based human service agency. We will provide academic programs and educational workshops on health services, crime prevention/intervention for at-risk youth and their families. At JGSOA (Generation School of the Arts - grades Pre-K to 12), we will work with children who are academically and behaviorally challenged; having difficulties functioning in the public school system and/or have chronic disciplinary problems and school suspension

histories. We will teach them to love themselves and others; to channel their energies positively and to excel academically.

An additional component to the use of the proposed property is a literacy program for adults. We will focus on assisting adults in reading, reading comprehension, and using modeled writing, shared writing, guided writing, and independent writing.

This component will be used to assist adults to compose their own text, and independently write freely and creatively without direct instructions, although some student conferencing may be done.

Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use.

ARTICLE XII - SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ARTICLE XIII - INSURANCE

Section 1. Insurance Proceeds. In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord

and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:

a. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;

b. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and

c. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

Section 2. Subrogation. Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

Section 3. Contribution. Tenant shall reimburse Landlord for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Landlord, at its sole and exclusive option, should select.

ARTICLE XIV - DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration and comply with conditions (a), (b) and (c) in Section 1 of Article XIII within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending ninety (90) days written notice thereof to Landlord, or, in the alternative, Tenant may, during said ninety (90) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations), this Lease, except as hereinafter provided in Section 3 of Article XV, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

ARTICLE XV - CONDEMNATION

Section 1. Total Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

Section 2. Partial Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by fifteen (15%) percent or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provisions of Section 1 of this Article XV, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

Section 3. Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

Section 4. The Award. All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personality and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

Section 5. Release. In the event of any termination of this Lease as the result of the provisions of this Article XV, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

ARTICLE XVI - DEFAULT

Section 1. LANDLORD'S Remedies. In the event that:

- a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or
- b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recordation thereof; or
- c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

d. Sixty (60) days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

I. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment,

Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the relating of the Premises; or

iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

viii. Pursue such other remedies as are available at law or equity.

e. Landlord's pursuit of any remedy or remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 2. LANDLORD'S Self Help. If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of

the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

Section 3. TENANT'S Self Help. If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefor.

ARTICLE XVII - TITLE

Section I. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

a. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder

shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and

b. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of Articles XIII, XIV or XV, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XVII means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

Section 2. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

Section 3. Zoning and Good Title. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set

out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use", or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within thirty (30) days after written request therefor by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate, provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.

Section 4. Licenses. It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefor; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

ARTICLE XVIII - EXTENSIONS/WAIVERS/DISPUTES

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III hereof.

Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be

deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 4. Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 5. TENANT'S Right to cure LANDLORD'S Default. In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest

due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.

Section 6. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

ARTICLE XIX - PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord , or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

Section 2. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be

extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

ARTICLE XX - MISCELLANEOUS

Section 1. Assignment and Subletting. Under the terms and conditions hereunder, Tenant shall have the absolute right to transfer and assign this lease or to sublet all or any portion of the Leased Premises or to cease operating Tenant's business on the Leased Premises provided that at the time of such assignment or sublease Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder, and in the event that Tenant assigns or sublets this property for an amount in excess of the rental amount then being paid, then Landlord shall require as further consideration for the granting of the right to assign or sublet, a sum equal to fifty (50%) percent of the difference between the amount of rental to be charged by Tenant to Tenant's sublessee or assignee and the amount provided for herein, payable in a manner consistent with the method of payment by the sublessee or assignee to the Tenant, and/or fifty (50%) percent of the consideration paid or to be paid to Tenant by Tenant's sublessee or assignee. Landlord must consent in writing to any such sublessee or assignee, although such consent shall not be unreasonably withheld. The use of the Leased Premises by such assignee or sublessee shall be expressly limited by and to the provisions of this lease.

Section 2. Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 3. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that

the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 4. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or 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 thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 5. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 6. Brokerage. No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

Section 7. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 8. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of FLORIDA. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in ST. LUCIE County, State of FLORIDA. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Section 9. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Section 10. Extraordinary remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

Section 11. Reliance on Financial Statement. Tenant shall furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances

materially change, Landlord may demand, as additional security, an amount equal to an additional two (2) months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

Signed and delivered in the presence of:

"LANDLORD"

WITNESS TO LANDLORD

"TENANT"

WITNESS TO TENANT

CRA Advisory Committee

Meeting Date: 02/17/2016

Re: Update by Fort Pierce Police
Department

Submitted For: Nick Mimms, City Manager, City
Manager

Information

SUBJECT

Update by Fort Pierce Police Department

Attachments

No file(s) attached.
