

**ADDENDUM TO SCHOOL BOARD OF OSCEOLA COUNTY CHARTER SCHOOL
CONTRACT**

THIS ADDENDUM TO SCHOOL BOARD OF OSCEOLA COUNTY CHARTER SCHOOL CONTRACT (the "Addendum") is entered into as of this ___ day of _____, 1998 between the School Board of Osceola County, Florida located at 817 Bill Beck Boulevard, Kissimmee, Florida, 34744 (the "School Board"), and New Dimensions High School, Inc. located at 220 East Monument Avenue, Suite C, Kissimmee, Florida 34741 (the "Charter School" or "School").

WHEREAS, the School Board and the Charter School entered into a Charter School Contract dated March 31, 1998 (the "Charter School Contract") and the parties desire to amend that Contract; and

WHEREAS, the Charter School is located at 4900 Pleasant Hill Road, Kissimmee, Florida 34759 (the "Charter School Facility")

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

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Addendum.
2. **Definitions.** All of the terms appearing herein which had the first letter capitalized and are not otherwise defined herein, shall have the respective meaning set forth in the Charter School Contract.
3. **Transportation.** The School shall provide transportation to its students consistent with the requirements of chapter 234, Florida Statutes. The Charter School agrees that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the Charter School Facility. The Charter School and the District's Director of Transportation shall annually adopt and implement a plan for providing transportation services to students. The additional costs associated with the transportation provided by the District will be determined by the District's Director of Transportations and will be paid by the Charter School. It is anticipated that students attending the Charter School will be picked up at their zoned schools and transported to the Charter School Facility.
4. **Food Service.** The School Board will provide food service to students at the Charter School Facility which is substantially the same as the food service provided to other students in the District. The Charter School students will pay for the food service in the same manner as other District students. The Charter School is responsible for collecting money due from the students for the food service and remitting it to the Director of Food Service. The costs for the transportation of the food to the Charter School Facility will be borne by the Charter School. The Director of Food Service will process and calculate the documentation necessary for meal pattern reimbursement. The details of the program will be determined annually by the Director of Food Service and the Charter School.

5. **Personnel.** The Charter School will be responsible for its employees. Employees of the Charter School are not employees of the District. The School Board will perform drug testing, fingerprinting, and certification processing for Charter School applicants. The costs for these procedures will be borne by the Charter School or by the applicant. The procedures for processing Charter School applicants will be developed annually between the Director of Personnel and the Charter School staff.

6. **Hold Harmless and Indemnity.** The Charter School agrees to hold harmless and indemnify the School Board and its agents and employees from and against any and all loss, harm, or damage, including attorneys' fees incurred in the defense of any matter, including appeals where such loss, harm, or damage arises from or is related to in any manner whatsoever, any act or omission of the School, its subcontractors, agents, employees or consultants in connection with any matter arising directly or indirectly under the Charter School Contract or this Addendum. This hold harmless and indemnification provision shall survive the termination of the Charter School Contract or this Addendum.

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

WITNESSES:

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

Signature of Witness

By: _____
Pete Edwards, Chairman

Print Name of Witness

Attest:

Signature of Witness

By: _____
Dr. Thomas L. McCraley
Superintendent

Print Name of Witness

WITNESSES:

NEW DIMENSIONS HIGH SCHOOL, INC.

Signature of Witness

By: _____
Karen Butler, President

Print Name of Witness

Signature of Witness

By: _____
Mary Emerson, Secretary

Print Name of Witness