

**FOURTH ADDENDUM TO THE RENEWAL CHARTER BETWEEN
THE SCHOOL BOARD OF OSCEOLA COUNTY AND
NEW DIMENSIONS HIGH SCHOOL, INC.**

This Fourth Addendum to the Renewal Charter with New Dimensions High School, Inc. is entered into this 6th day of June, 2006, by and between the School Board of Osceola County, Florida (hereinafter "School Board") and New Dimensions High School, Inc., (hereinafter School).

WHEREAS, the School Board and the School entered into that certain School Board of Osceola County Renewal Charter dated June 19, 2001, as amended; and

WHEREAS, the School Board and the School desire to amend that Renewal Charter pursuant to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises between the parties hereto, the Charter is amended as follows:

1. Recitals. The Recitals set forth in the WHEREAS clauses above are incorporated herein and made a part of this Fourth Addendum.

2. Insurance. Paragraph IV.D. is deleted in its entirety and replaced with the following:

D. INSURANCE

1. Indemnification

a. School Indemnification and Hold Harmless. The School, hereby does indemnify and hold harmless, and agrees to defend with competent counsel approved by the School Board, and agrees to hold the School Board, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees at the trial, appellate, or administrative level arising out of, connected with or resulting from:

(1) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services;

(2) the School's breach of this Contract or violation of law;

(3) any failure by the School to pay its employees, suppliers or any subcontractors;

(4) any failure to perform any imposed or required duty; or,

(5) any actual or alleged infringement of patent, copyright, or other proprietary rights in any material, process, machine or appliance used by the Charter School.

However, the School shall not be obligated to indemnify the School Board against claims, damages, expenses or liabilities to the extent these may result from the negligence of the School Board, its directors, officers, employees, subcontractors or others acting on its behalf other than the School, its directors, officers, employees, subcontractors, and suppliers. The duty to hold harmless and indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Contract.

b. No Waiver of Sovereign Immunity. Notwithstanding anything to the contrary contained herein, the School does not waive sovereign immunity to the extent sovereign immunity is available, and any obligation of the School to indemnify, defend or hold harmless the School Board as stated above shall extend only to the limits, if any, permitted by Florida law and shall be subject to the monetary limitations established by Florida Statute 768.28 to the extent applicable.

c. School Board Indemnification and Hold Harmless. To the extent permitted by Florida law, the School Board agrees to indemnify, defend with competent counsel selected by the School Board and agrees to hold the School, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

(1) the negligence, intentional wrongful act, misconduct or culpability of the School Board's employees or other agents in connection with and arising out of their services within the scope of this agreement; and

(2) the School Board's material breach of this agreement or law.


However, the School Board shall not be obligated to indemnify the School against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Charter School, its directors, officers, employees, subcontractors or others acting on its behalf other than the School Board, its directors, officers, employees, subcontractors, and suppliers.

d. No Waiver of Sovereign Immunity. Notwithstanding anything to the contrary contained herein, the School Board does not waive sovereign immunity to the extent sovereign immunity is available, and any obligation of the School Board to indemnify, defend or hold harmless the School as stated above shall extend only to the limits, if any, permitted by Florida law and shall be subject to the monetary limitations established by Florida Statute 768.28 to the extent applicable.

e. Notification. The School and the School Board shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the School or the School Board shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a Third Party Claim, the School or the School Board shall fail to undertake to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or the School Board which they agree to assume. The School and the School Board shall make available to each other, at their expense such information and assistance as each shall request in connection with the defense of a Third Party Claim.

2. Evidence of Insurance. The School shall provide evidence of insurance in the following manner:

a. Certificates of Insurance, Additional Insured. As evidence of compliance with the insurance required by this Contract, the Charter School shall furnish the School Board with fully completed certificate(s) of insurance signed by an authorized representative of the Insurer(s) confirming the coverage begins before the initial opening day of classes. The certificates shall be issued to the School Board and name the School Board as an Additional Insured.

 b. Notification of Cancellation. Each certificate of insurance shall provide that the School Board be given no less than sixty (60) days written notice prior to cancellation. The notice shall be given no less than thirty (30) days prior to cancellation on all policy renewals after 06/01/2006.

c. Renewal/Replacement. Until such time as the insurance is no longer required to be maintained by the Charter School, the School shall provide the School Board with evidence of the renewal or replacement of the

insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

3. Insurance Coverage Requirements.

- a. *Without limiting any of the other obligations of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance set forth in this Charter. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Contract is terminated.*
- b. Minimum Requirements. *Insurers providing the insurance required by this Contract must meet the following minimum requirements:*
- (1) *Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.*
 - (2) *If, during this period when an insurer is providing the insurance as required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure, the School shall immediately notify the School Board and immediately replace the insurance provided by the insurer with an insurer meeting the requirements.*
- c. Other Insurance. *The insurance provided by the Charter School shall apply on a primary basis and any other insurance or self-insurance maintained by the School Board or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School.*
- d. Deductible, Self-Insurance. *Except as otherwise specified, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.*
- e. Other Remedies. *Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its contractors, subcontractors, sub-subcontractors, its employees or its agents to the School Board or others. Any remedy provided to the School Board or its members, officers, employees or agents by the insurance shall be in*

addition to and not in lieu of any other remedy available under this Contract or otherwise.

- f. **School Subcontractors.** The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Contract does not establish minimum insurance requirements for subcontractors or sub-subcontractors.
 - g. **No Waiver.** Neither approval by the School Board nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Contract.
 - h. **Default.** The School shall be in material default of this Contract for failure to procure, maintain and keep such insurance as required by this Contract.
4. **Commercial General Liability Insurance.** Except as otherwise provided, the Commercial General Liability Insurance provided by the Charter School shall conform to the following requirements:
- a. The Charter School's insurance shall cover the School for those sources of liability (including, but not limited to, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
 - b. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per occurrence/two million (\$2,000,000) dollars annual aggregate.
 - c. Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand (\$1,000) dollars per occurrence.
 - d. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain,

without interruption, the Liability Insurance until four (4) years after termination of this Charter.

- e. *The School shall include the School Board and its members, officers and employees and agents as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the School Board as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of Insurance shall be clearly marked to reflect "The School Board, its members, officers, employees and agents as additional insured".*

5. **Automobile Liability Insurance.** *The Automobile Liability Insurance provided by the Charter School shall conform to the following requirements:*

- a. **Liabilities Covered:** *The Charter School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.*
- b. *Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter.*
- c. *Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Contract.*
- d. *The minimum limits to be maintained by the School (inclusive of any amount provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per person/one million (\$1,000,000) per accident for Bodily Injury and one million (\$1,000,000) dollars per accident for Property Damage or one million (\$1,000,000) Combined Single Limit each accident.*


6. **Workers' Compensation/Employers' Liability.** *The Workers' Compensation/Employer's Liability Insurance provided by the School shall conform to the following requirements:*

- a. *The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, its*

subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest editions of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability and any other applicable federal and state law.

- b. Subject to restrictions found in the Standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the Standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the Standard Workers' Compensation Policy, Employers' Liability (inclusive of any amounts provided by any umbrella or excess policy) shall be one million (\$1,000,000) dollars Each Accident, one million (\$1,000,000) dollars Disease - Policy Limits and one million (\$1,000,000) dollars Disease - Each Employee.

7. **School Leader's Errors and Omissions Insurance.** The Charter School shall provide, subject to reasonable commercial availability, the School Leader's Errors and Omissions Liability Insurance conforming to the following requirements:

- a. The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the School Board and shall cover the School for those sources of liability typically insured by School Leader's Errors and Omissions Insurance such as policies offered by the National Union Fire Insurance Company of Pennsylvania, arising out of the rendering or failure to render professional services in the performance of this Contract, including all provisions of indemnification which are part of this Contract.
-  b. The insurance shall be subject to a maximum deductible not to exceed twenty five thousand (\$25,000) dollars per claim.
- c. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per claim/two million (\$2,000,000) dollars annual aggregate.
- d. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the School shall maintain,

without interruption, the Errors and Omissions Insurance until four (4) years after termination of this Contract.

- a. If the School Leader's Errors and Omissions Liability Insurance is not reasonably commercially available, the School shall provide Officers, Directors and Employees Errors and Omissions Liability Insurance in lieu thereof with the same minimum limits of coverage as set forth above. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If such insurance is on a claims made basis, the School shall maintain, without interruption, the insurance until four (4) years after termination of this Contract.*

8. Property Insurance. *The School shall maintain hazard insurance on the buildings and property used during the term of this Contract.*

- a Option #1: If the School is the owner and/or has a mortgage on the school site location, the School shall furnish on a form acceptable to the Board, Property Insurance for the "Building which is to include the structure as described in paragraph IV.C., including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the building is under construction the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies and temporary structures within 100 feet of the premises. In addition, the School shall provide evidence of Business Personal Property coverage to include furniture, fixtures, equipment and machinery used in the School.*
- b. Option #2: (Lease Property) If the School leases the site location, then the School shall provide acceptable to the Board no later than ten (10) days prior to the opening of school, evidence of Business Personal Property Insurance to include furniture, fixtures, equipment and machinery used in the School.*
- c. Option #3: If the School occupies a physical plant owned by the Board, then the School shall provide a form acceptable to the Board no later than ten (10) days prior to the opening of school, evidence of Business Personal Property Insurance to include furniture, fixtures, equipment and machinery used in the School.*
- d. If the School is the owner and/or has a mortgage on any temporary or relocatable facilities, wherever located, the School shall furnish on a form acceptable to the Board, Property Insurance for any such temporary or relocatable facilities, including permanently installed fixtures, machinery*

and equipment, outdoor fixtures, and personal property to serve the premises.

- e. Subject to reasonable commercial availability, the insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim for All Perils except Wind & Hail: 5%/\$25,000 minimum.
- f. The School shall accept all risk of loss for said property and will provide proof of the Risk Replacement Cost Property Insurance of limits commensurate with the replacement cost of property and the School Board shall be listed as a Loss Payee.

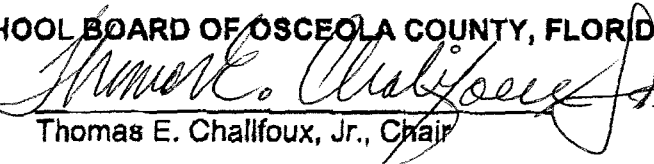
9. **Commercial Crime Insurance.** The School shall maintain coverage for Employee Dishonesty. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all members, officers, employees, volunteers or agents of the School regardless of position or category. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one hundred thousand (\$100,000) dollars per loss limit. The insurance shall be subject to a maximum deductible not to exceed ten thousand (\$10,000) dollars per loss. This policy shall include the School Board as Loss Payee.

3. **Controlling Terms.** The terms of this Fourth Addendum shall control over the terms of the Renewal Charter, and the First through Third Addenda thereto, in the event of any ambiguity.

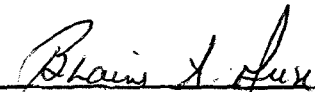
4. Except as herein expressly modified, the Renewal Charter between the School Board and the School with regard to New Dimensions High School dated June 19, 2001, as amended, shall otherwise remain in full force and effect, subject to all terms and conditions contained therein.

IN WITNESS WHEREOF, this Fourth Addendum to the School Board of Osceola County Charter School Contract is executed as of the day and year first above-written.

SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

By: 
Thomas E. Challfoux, Jr., Chair

ATTEST:

By: 
Blaine A. Muse, Superintendent

Date Approved: June 12, 2006

