

**INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF
OSCEOLA COUNTY AND THE SCHOOL BOARD OF POLK COUNTY**

(New Dimensions High School)

This Interlocal Agreement is entered into as of this _____ day of _____, 2009, between The School Board of Osceola County, Florida (Osceola School Board) and The School Board of Polk County, Florida (Polk School Board).

RECITALS

WHEREAS, Section 1002.33, Florida Statutes, authorizes the creation of charter schools in Florida and provides that a district school board may sponsor a charter school in a county over which the board has jurisdiction; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, et. seq., Florida Statutes, encourages local governmental units to make the most efficient use of their powers by enabling them to cooperate; and

WHEREAS, the Osceola School Board and the Polk School Board desire to work cooperatively to further the educational opportunities available to the students of their respective communities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein exchanged, and other good and valuable consideration, the adequacy of which is acknowledged, the parties agree as follows:

1. **Recitals.** The recitals in the "whereas" clauses are incorporated and have become a part of this Agreement.
2. **Osceola School Board Policy.** Osceola School Board policy and practices concerning and governing the use of its property and facilities shall apply to the operation of the New Dimensions High School, except to the extent that the Charter School Agreement between Osceola School Board, as sponsor, and New Dimensions High School, Inc., provides otherwise.
3. **Term of Agreement.** The parties hereto agree that the term of this Agreement shall be for the 2009-2010 school year, which school year commences August 2009.
4. **Use of School.** The parties agree that students from Polk School Board may enroll in the New Dimensions High School during the term set forth in paragraph three (3) above. It is acknowledged between the parties that the number of Polk School Board students enrolling in the New Dimensions High School shall not exceed 70 students. The

parties acknowledge that there are sufficient, available student stations to accommodate these Polk School Board students.

5. **Future Student Attendance.** The Osceola School Board and the Polk School Board agree to work cooperatively with each other at public workshops in order to discuss an extension of the term of this Agreement.

6. **Payment.** Students from Polk School Board enrolled in the New Dimensions High School shall be funded solely in accordance with the provisions of Section 1002.33(17), Florida Statutes. The parties further agree to include the students from the Polk School Board enrolled in the New Dimensions High School in the Osceola School Board's report of student enrollment as provided in Section 1002.33(17)(a), Florida Statutes.

7. **Governance of the New Dimensions High School.** The New Dimensions High School will be operated in accordance with the following procedures:

a. New Dimensions High School, Inc. will be governed in accordance with its Articles of Incorporation and Bylaws, and will operate the New Dimensions High School in accordance with the Charter School Contracts entered into between the Osceola School Board and New Dimensions High School, Inc.

b. The Polk School Board shall retain control over the selection of Polk students to attend the Charter School to the extent necessary to ensure compliance with all legal requirements pertaining specifically to Polk County.

8. **Termination of the Charter School.** Osceola School Board in its capacity as the sponsor of the charter school may terminate the charter consistent with the terms of that charter contract and the Florida Statutes.

9. **Termination.** This Agreement may only be terminated prior to the end of the term for breach of the Agreement. Prior to the termination of the Agreement for breach, the party claiming the other is in default must give sixty (60) calendar days prior written notice specifying the default alleged and the party receiving the notice shall have the right and opportunity to cure such default within such time period, and if the default may not be remedied fully within such time period, it shall be sufficient to cure the default if the party initiates good faith efforts to resolve the problem and maintain activity necessary to cure the breach within said 60-day period of notice and thereafter. In the event a default is cured, or the cure is initiated within such 60-day period of time, then this Agreement may not be terminated.

10. **Interdistrict Agreement.** This Agreement constitutes an Interdistrict Agreement within the meaning of Section 1002.33(10)(a), Florida Statutes, and an Interlocal Agreement within the meaning of Section 163.01, Florida Statutes.

11. **Indemnity and Hold Harmless.** To the extent permitted by law, and without waiver of sovereign immunity, each party hereto agrees to hold harmless the other and to indemnify each other from and against any and all manner and types of claims, damages, losses, lawsuits (including trial and appellate level attorney's fees), and other manner of actions that result from any act or omission to act committed by the party required to give indemnification hereunder. Notwithstanding the indemnity and hold harmless provision contained herein, neither party waives sovereign immunity by virtue of this Agreement, and all sovereign immunity is claimed by the parties hereto to the fullest extent available under Section 768.28, Florida Statutes, as it may be amended from time to time and any other applicable provision of law. Specifically, the limits of liability expressed in Section 768.28, Florida Statutes, shall be applicable and shall remain in effect, and are not waived hereby.

12. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

13. **Binding Effect/Assignment.** This Agreement shall be binding upon the parties hereto, their beneficiaries, heirs and administrators. No party may assign or transfer its interest herein, or delegate its duties hereunder, without the written consent of the other party.

14. **Amendment.** The parties hereby irrevocably agree that no attempted amendment, modification, or change of this Agreement shall be valid and effective, unless the parties shall unanimously agree in writing.

15. **Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

16. **Counterparts.** This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

17. **Headings.** The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

18. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Osceola County, Florida.

19. **Notices.** All notices, requests, demands, and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally, or by certified mail, return receipt requested, as set forth below:

For New Dimensions High School:

**New Dimensions High School, Inc.
4900 Old Pleasant Hill Road
Kissimmee, Florida 34759**

And a copy to:

**C. Michael Magruder, Esq.
203 South Clyde Avenue
Kissimmee, Florida 34741**

For the Osceola School Board:

**Office of the Superintendent
817 Bill Beck Boulevard
Kissimmee, Florida 34744**

And a copy to:

**Brown, Garganese, Weiss & D'Agresta, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873
Attention: Suzanne D'Agresta, Esq.**

For the Polk School Board:

**Office of the Superintendent
Post Office Box 391
Bartow, Florida 33831**

With a copy to:

**Carolyn Finch
Office of School Choice
Post Office Box 391
Bartow, Florida 33831**

20. **Recording.** This document shall be recorded in the public records of Osceola County, Florida and Polk County, Florida.

IN WITNESS WHEREOF, the Osceola School Board and the Polk School Board have caused this Interlocal Agreement to be duly executed through their authorized representatives on the respective dates set forth below.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

By: John McKay
John McKay, Chairman

Attest by: Michael A. Grego
Michael A. Grego, Ed. D
Superintendent

Date Approved: 6/2/09

APPROVED AS TO LEGAL FORM
[Signature]
2009

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

By: Frank J. O'Reilly
Frank J. O'Reilly, Chairman

Attest by: Gail F. McKinzie
Gail F. McKinzie, Ph. D
Superintendent

Date Approved: 8/25/09

CONTRACT SERVICES

NEW DIMENSIONS BOARD OF DIRECTORS

By: Christina Capiero
Christina Capiero
Type or Print Name

Attest by: Jacqueline Grimm
Jacqueline Grimm, PhD
Type or Print Name

Date Approved: 9/4/09

APPROVED AS TO
FORM AND LEGALITY
[Signature]
ATTORNEY-PCSB