

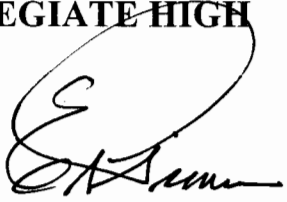
**SECOND MODIFICATION
TO THE CHARTER CONTRACT BETWEEN
THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
AND PCC COLLEGIATE HIGH SCHOOL**

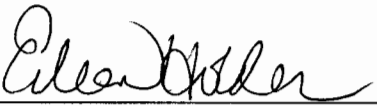
Pursuant to Section I. A(4) of the Charter Contract between THE SCHOOL BOARD OF POLK COUNTY, FLORIDA, hereinafter Sponsor, and PCC COLLEGIATE HIGH SCHOOL, hereinafter School, dated July 1, 2004, this second modification to the Charter Contract was presented to and approved by the School Board at its meeting on June 27, 2006 and agreed to by the PCC Collegiate High School's governing board as follows:

Section IV. F, referred to as Insurance and Indemnification, and attached hereto is agreed upon by the Sponsor and the School and is incorporated into the Charter Contract effective as of June 27, 2006.

All other provisions of the Charter Contract shall remain in full force and effect.

PCC COLLEGIATE HIGH SCHOOL

By 
Chairperson

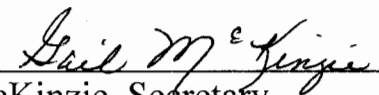
Attest 
Secretary

Date: 9/25/06

(SEAL)

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

By 
Hazel Sellers, Board Chair

Attest 
Gail McKinzie, Secretary

Date: June 27, 2006

(SEAL)

APPROVED AS TO
FORM AND LEGALITY

ATTORNEY-PCSB

IV. FINANCIAL ACCOUNTABILITY

~~F. INSURANCE & INDEMNIFICATION~~

~~I. EVIDENCE OF INSURANCE~~

~~The School shall provide evidence of liability insurance in the following manner:~~

~~(1) As evidence of compliance with the insurance required by this contract, the School shall furnish the Sponsor with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverage before the initial opening day of classes.~~

~~(2) The evidence of insurance shall provide that the Sponsor be given no less than sixty (60) days written notice prior to cancellation.~~

~~(3) Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor 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. Failure to comply with this section or to maintain the requisite insurance coverage shall constitute a material breach of this contract.~~

~~II. REQUIREMENTS OF INSURANCE~~

~~(1) Insurers providing the insurance required by the School by this Contract must meet the following minimum requirements:~~

~~Be (I) authorized by subsisting certificates of authority by the Department of Financial Services of the State of Florida, or (II) 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.~~

~~If, during this period when an insurer is providing the insurance as required by this Contract, an insurer fails to comply with the foregoing minimum~~

requirements, as soon as the School has knowledge of any such failure, the School shall immediately notify the Sponsor and promptly replace the insurance provided by the insurer with another insurer meeting the requirements. Such replacement insurance coverage must be obtained within twenty (20) days of cancellation or lapse of coverage.

(2) Without limiting any of the other obligations or liabilities of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Contract. 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.

~~III. COMMERCIAL GENERAL LIABILITY INSURANCE~~

Except as otherwise provided, the Commercial General Liability Insurance provided by the School shall conform to the requirements hereinafter set forth:

(1) The School's insurance shall cover the School for those sources of liability (including, but not by way of limitation, 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.

(2) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$2 million annual aggregate.

(3) 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 \$1,000 per occurrence.

(4) The School shall include the Sponsor and its members, officers, and

~~employees 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 Sponsor 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 Sponsor, its members, officers, employees, and agents as Additional Insured."~~

~~IV. AUTOMOBILE LIABILITY INSURANCE~~

~~The Automobile Liability Insurance provided by the School shall conform to the following requirements:~~

~~(1) The 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.~~

~~(2) Coverage shall be included on all owned, non-owned, and hired autos used in connection with this Contract.~~

~~(3) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$2 million annual aggregate.~~

~~V. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INSURANCE~~

~~The Workers' Compensation/Employers' Liability Insurance provided by the School shall conform to the following requirements:~~

~~(1) The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured), for those sources of liability which would be covered by the latest edition 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.~~

~~(2) Subject to the 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 coverage's customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease Policy Limit: \$500,000; EL Disease Each Employee: \$500,000.~~

~~VI. SCHOOL LEADER'S ERRORS AND OMISSIONS LIABILITY INSURANCE~~

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

~~(1) The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors and Omissions Liability Insurance. This coverage addresses liability arising out of the rendering or failure to render professional services in the performance of this Contract, including all provisions of indemnification, which is part of this Contract.~~

~~(2) The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim.~~

~~(3) If on a claims made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract.~~

~~(4) The minimum limits to be maintained by the School inclusive of any amounts provided by an umbrella or excess policy, shall be \$1 million per claim/annual aggregate.~~

VII. PROPERTY INSURANCE

~~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 Sponsor, Property Insurance for the "Building" which is to include the structure as described in Section C. Facilities, 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.~~

~~Option #2: (lease property). If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor 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.~~

~~Option #3: INTENTIONALLY OMIT~~

~~In addition, 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 Sponsor, 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.~~

VIII. APPLICABLE TO ALL COVERAGES

~~The insurance provided by the School shall apply on a primary basis and any other insurance or self insurance maintained by the Sponsor or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School. Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its~~

~~agents to the Sponsor or others. Any remedy provided to the Sponsor 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 the Contract or otherwise.~~

~~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.~~

~~Neither approval by the Sponsor 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. The School shall be in default of this Contract for failure to maintain such insurance as required by this Contract, provided further that the insurance requirements in this Contract shall not be construed to waive the Sponsor's sovereign immunity or limits of liability set forth in Section 768.28, Florida Statute (2003).~~

~~IX. INDEMNIFICATION~~

~~(1) The School, to the extent immunity may be waived pursuant to §768.28, Florida Statute (2003), agrees to indemnify, defend with competent counsel and hold the Sponsor, its members, officers, 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: (a) the negligence of the School's employees, contractors, subcontractors, or other agents in connection with and arising out of their services within the scope of this Contract; (b) disciplinary action or the termination of a School employee; (c) the debts accrued by the School and/or non-payment of same; (d) the School's material breach of this Contract or violation of law; (e) any failure by the School to pay its suppliers or any subcontractors, or (f) personal injury, property damage, or violations of civil rights that may arise out of, or by reason of actions of the School and/or its employees, agents, and representatives. However,~~

~~the School shall not be obligated to indemnify the Sponsor, against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, and subcontractors. The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions Liability Policy described in this Contract will continue in full force and effect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions which occurred prior to termination. In no way shall the School Leader's Errors and Omissions Liability Policy three (3) year limitation on post termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance. In addition, the School shall indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School.~~

~~(2) The School shall notify the Sponsor 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 Sponsor 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 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 which the School agrees to assume. The School or the Sponsor 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.~~

~~(3) The School's indemnity obligations under this provision and elsewhere in the Contract shall survive the expiration or termination of this Contract.~~

F. INSURANCE & INDEMNIFICATION

(1) No Waiver of Sovereign Immunity

Nothing in this Charter shall be construed as a waiver of any right of defense that PCC may have under F.S. §768.28, and PCC reserves all rights as against any and all claims that may be brought under this charter.

(2) Insurance

The School Board recognizes PCC's participation in a risk-sharing pool formed by the Florida Community Colleges' District Board of Trustees under a mutual aid agreement. The consortium, Florida Community Colleges Risk Management Program of FCCRMC, is a risk-sharing pool for self-insurance coverage's provided to the Charter School as outlined in this section. PCC will notify the School Board as to the continued viability of the consortium by providing the school board with a copy of the consortium's annual audit to verify the financial strength of the self-insurance program. Compliance with the insurance of self-insurance requirements of this Charter shall not limit the liability of PCC, its subcontractors, employees, or agents to the School Board or others. Any remedy provided to the School Board or PCC or their member, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise. PCC shall require its contractors and its sub-subcontractors to maintain all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for contractors or sub-subcontractors. Neither approval by the School Board nor failure to disapprove

the insurance furnished by PCC shall relieve PCC of PCC's full responsibility to provide the insurance of self-insurance as required by this Charter.

(2) Evidence of Insurance

The Charter School Shall provide evidence of the insurance and self-insurance programs as required by this Charter in the following manner:

(a) As evidence of compliance with the insurance signed by an authorized representative of the insurer(s) providing the coverage before the initial opening day of classes.

(b) The evidence of insurance shall provide that the School Board be given no less than sixty (60) days written notice prior to cancellation.

(c) Until such time as the insurance is no longer required to be maintained by the Charter School, the Charter 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.

(d) With respect to PCC's participation in the FCCRMC, PCC will annually provide to the school board a certificate of insurance verifying the self-insurance coverage's provided by the program and the consortium limits.

(4) Minimum Insurance Requirements

Within the FCCRMC program in which commercial insurance is purchased, insurers providing the insurance requiring by this Charter must meet the following minimum requirements:

(a) Authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or

(b) Be an eligible surplus line 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.

(c) If, during any period when an insurer is providing insurance as required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, as soon as PCC has knowledge of any such failure, PCC shall immediately notify the School Board and immediately replace the insurance with an insurer meeting the requirements.

(d) Without limiting any of the other obligations or liability of PCC, PCC shall, at PCC's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. Except as otherwise specified in this Charter, all coverage's shall commence prior to the commencement of the opening of the Charter School and shall be maintained in force, without interruption, until this Charter is terminated.

(5) Commercial General Liability Insurance. Except as otherwise provided, the Commercial General Liability Insurance provided by the Charter school shall conform to the requirements hereinafter set forth:

(a) Through participation in the Florida Community Colleges Risk Management Consortium, PCC's self-insurance shall cover the Charter School for those sources of liability including, but not by way of limitation, coverage for bodily injury, personal injury (including humiliation and mental anguish) and property damage

occurring from operations of premises, products/completed operations and liability contractually assumed.

(b) The minimum limits to be maintained by PCC for the Charter School (inclusive of any amounts provided by an umbrella or excess policy) shall be pursuant to F.S. 768.28 or \$100,000 dollars per person and \$200,000 dollars per occurrence.

(6) Automobile Liability

The automobile Liability Insurance provided by PCC for the Charter School shall conform to the following requirements: Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter. Through participation in The Florida Community Colleges Risk Management Consortium, the minimum limits to be maintained by PCC (inclusive of any amounts provided by an umbrella or excess policy) shall be pursuant to F.S. 768.28 \$100,000 dollars per person and \$200,000 dollars per occurrence. Leased vehicles minimum limits maintained by PCC will be \$100,000/\$300,000/\$50,000 pursuant to F.S. 3324.021 (9)(b).

(7) Workers' Compensation/Employers' Liability

The Workers' Compensation Liability Insurance provided by the Charter School shall conform to the following requirements:

(a) Through participation in The Florida Community Colleges Risk Management Consortium, PCC's insurance shall cover employees of the Charter School for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Insurance, without restrictive endorsements.

(b) Subject to the 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 coverage customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be Five Hundred Thousand (\$500,000) Dollars per occurrence, Five Hundred (\$500,000) Dollars annual aggregate.

(c) Workers' Compensation coverage will be provided for volunteers by PCC through the FCCRMC as required by statute. Volunteers are defined as individuals who provide volunteer services to the Charter School at a level of ten (10) hours or more per week within the school year.

(8) School Leader's Errors & Omissions Insurance

PCC shall provide, subject to reasonable commercial availability, the School Leader's Errors & Omissions Liability Insurance conforming to the following requirements:

(a) Through participation in The Florida Community Colleges Risk Management Consortium, PCC's Errors & Omissions Liability Insurance shall be on a form acceptable to the School Board and shall cover PCC for those sources of liability typically insured by the School Leader's Errors & Omissions Insurance such as School Leader's Errors & Omissions Insurance Policies offered by the National Union Fire Insurance Company of Pittsburgh, PA, arising out of any actual or alleged breach of duty, neglect error or omission in conjunction with this Charter.

(b) The insurance shall be subject to a maximum deductible not to exceed Fifty Thousand (\$50,000) Dollars per claim.

(c) If on a claims-made basis, PCC shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter.

(d) Although the FCCRMC program has higher limits, the minimum limits to be maintained by PCC for the Charter 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) annual aggregate. PCC will notify the School Board when fifty (50%) percent of the aggregate limit has been exhausted by either a claims payment, expense payment or the setting of a reserve.

(e) If the School Leader's Error & Omission Liability Insurance required hereby is not reasonably commercially available, PCC shall provide Officers, Directors and Employees Errors & Omissions Liability Insurance in lieu thereof with the same minimum limits of coverage as set forth above. If this insurance is on a claim made basis, PCC shall maintain, without interruption, the insurance until three (3) years after termination of this Charter.

(f) The policy will not exclude claims alleging humiliation, mental anguish, sexual abuse, or sexual misconduct however, coverage will be subject to the terms and limits of the School Leaders Errors and Omissions policy provided in conjunction with PCC's participation in the FCCRMC.

(9) Property Insurance

PCC shall maintain hazard insurance on Charter School property during the term

of this Charter in accordance with PCC's participation in the Florida Community
Colleges Risk Management Consortium.



Polk County Public Schools

Office of
**MAGNET,
CHOICE &
CHARTER
SCHOOLS**
A Division of Polk County Public Schools

September 1, 2006

P.O. Box 391
Bartow, Florida 33831

1915 South Floral Avenue
Bartow, Florida 33830

Phone 863-534-0631
Fax 863-534-0097

Ms. Joy Browne
PCC Collegiate High School
3425 Winter Lake Road, LAC Bldg
Lakeland, FL 33803

Re: Second Modification to the PCC Collegiate High School Charter contract

Dear Ms. Browne:

Enclosed please find three (3) original Second Modifications to the PCC Collegiate High School charter approved by the School Board on June 27, 2006. Please have your officers sign the originals, keep an original for your files, and return the other two originals to us.

If you have any questions feel free to call our office at 534-0631.

Thank you,

Carla McMullen
School Choice Specialist
Office of Magnet, Choice and Charter Schools

Enclosure

cc: Wes Bridges

Carolyn Finch
Senior Director

Brian Warren
Senior Coordinator

Carla McMullen
School Choice Specialist

Marie Fenn
School Choice Specialist

Sylvia Williams
Student Assignment Specialist

Patricia Rucker
Student Data Entry Clerk

Secretary

