

## Innovations Academy Board Meeting: August 25, 2015 @ 6:00 PM

### *Meeting location(s)*

Innovations Academy 10380 Spring Canyon Road San Diego, CA 92131	5519 McMillan Street Oakland, CA 94618	Public call in number 605-562-3140* Access code 151642
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\*Members of the public need not state their names when entering the conference call. Call-in number is provided as a convenience to the public.

### *Board Attendance*

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### *Others in Attendance*

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### *Agenda*

Topic	Minutes
➤ Call to order / roll call	
➤ Approval of current agenda	Vote:
➤ Approval of prior month meeting minutes	Vote:
➤ Public comments (3 mins per person)	
➤ Reports	
○ Teacher briefing (Tony)	Discussion:
○ Financial update (Delano) ✓ Review Unaudited Financial Statements	<u>Item</u> Discussion:
○ Director update (Christine) ✓ Full time capacity/enrollment ✓ Part time capacity/enrollment ✓ Combined ADA (% and #) ✓ LCAP implementation	<u>Item</u> Discussion:  <u>Item</u> Discussion:
➤ Action items	
○ Review and vote on Unaudited Financial Statements	<u>Item</u> Discussion:
○ Review and vote on El Dorado SELPA Plan	Vote:
○ Review and vote on amendments to Employee-Staff Handbook	
➤ Discussion items	
○ IA Real Estate Transaction Update (Closed Session) (Christine)	<u>Item</u> Discussion:
○ Review District Site Report, including response from Ms. Kuglen (Christine)	<u>Item</u>

Topic	Minutes
<ul style="list-style-type: none"> <li>○ Annual Director Evaluation (set upcoming school year milestones) (All)</li> <li>○ Review current Independent Contractor Agreement and D&amp;O Insurance Policy (Christine &amp; Stephen)</li> <li>○ Review Board goals (Danielle)</li> <li>○ IA Board recruitment (All)</li> </ul>	Discussion:
<ul style="list-style-type: none"> <li>○ Assign new action/discussion items</li> </ul>	
➤ Next board meeting	
<ul style="list-style-type: none"> <li>○ Confirm date of next meeting</li> </ul>	
<ul style="list-style-type: none"> <li>○ Identify agenda items for next meeting</li> </ul>	

The foregoing minutes were approved by the Board of Directors of Innovations Academy on \_\_\_\_\_.

\_\_\_\_\_  
Secretary

Please contact Innovations Academy Board @ [Board@InnovationsAcademy.org](mailto:Board@InnovationsAcademy.org) if you require special assistance or a listening device to attend the Board Meeting. Requests must be made 48 hours in advance.

1. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the State of California;
- All votes taken during a teleconference meeting shall be by roll call;
- If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- All locations where a member of the Board of Directors constituting the quorum participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location;  
and
- The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
- The Brown Act prohibits requiring members of the public, to provide their names as a condition of attendance at the meeting; however, those wishing to speak may be required to identify themselves.

## Innovations Academy Board Meeting: June 23, 2015 @ 6:00 PM

### *Meeting location(s)*

Innovations Academy 10380 Spring Canyon Road San Diego, 92131	Public call in number 559-726-1300* Access code 151642
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\*Members of the public need not state their names when entering the conference call. Call-in number is provided as a convenience to the public.

### *Board Attendance*

Nathan Cooper	Stephen Rosen	Tony Spitzberg	Eric Ludwig			
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### *Others in Attendance*

Christine Kulgen	Delano Jones					
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### *Agenda*

Topic	Minutes
➤ Call to order / roll call	6:03 p.m.
➤ Approval of current agenda	Vote: Motion to approve agenda presented by Stephen, Tony seconds. Motion passes unanimously.
➤ Approval of prior month meeting minutes	Vote: Motion for approval of May 12, 2015 meeting minutes presented by Eric, Stephen seconds. Motion passes unanimously.
➤ Public comments (3 mins per person)	N/A – No members of public in attendance or on conference call.
➤ Reports	
○ Teacher briefing (Tony)	Discussion: Tony reports the school year has ended. There is no further briefing for this session.
○ Financial update (Delano) <ul style="list-style-type: none"> <li>✓ 2015-16 LCAP and 2014-15 Annual Update</li> <li>✓ 2015-16 Budget</li> <li>✓ 2015-16 Consolidated Application for Federal Funding</li> <li>✓ 2014-15 EPA Expenditure Report</li> </ul>	<p><u>Item</u> Discussion: Delano summarizes 2015-16 LCAP and 2014-15 Annual Update with regard to budgeting and financials.</p> <p><u>Item</u> Discussion: Delano summarizes 2015-16 Budget, indicating Governor Brown approved forthcoming budget last Friday, June 19, 2015. Over \$53 billion available, statewide, for education. Budget projections for IA are based upon an overall enrollment of 374 students. IA's revenue sources include roughly: \$3.02 million in state funds; \$42,000 in federal funds, and \$19,000 in local funds. LCFE funds include approximately \$2.6 million. Expenses include roughly:</p>



Topic	Minutes
	<p>\$2.1 million in salaries and benefits; \$105,000 in materials and supplies; and \$600 in operating expenses. Delano postulates IA’s net surplus should total \$238,000. He indicates he is pleased with 2015-16 budget.</p> <p><u>Item</u> Discussion: Delano summarizes 2015-16 Consolidated Application for Federal Funding, which is designed to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Funds include: a Title I grant, which would be approximately \$42,000; a Title II grant, which would be \$1,100; and a Title III grant, which would be \$470. Delano explains nature of application and information collected and provided therein.</p> <p><u>Item</u> Discussion: Delano summarizes 2014-15 EPA Expenditure Report, mandated by state law. Such report discloses sources of IA funds, receipt, and how such funds are used.</p>
<ul style="list-style-type: none"> <li>○ Director update (Christine) <ul style="list-style-type: none"> <li>✓ Full time capacity/enrollment</li> <li>✓ Part time capacity/enrollment</li> <li>✓ Combined ADA (% and #)</li> <li>✓ LCAP implementation</li> </ul> </li> </ul>	<p><u>Item</u> Discussion: Christine indicates enrollment of 409 students, which enrollment Christine expects will fall by more than 30 students, once school begins. There are no further updates or reports for this session.</p>
<p>➤ Action items</p>	
<ul style="list-style-type: none"> <li>○ Development of Board Recruitment Plan (All)</li> <li>○ Review and approve 2015-16 LCAP and 2014-15 Annual Update</li> <li>○ Review and approve 2015-16 Budget</li> <li>○ Review and approve 2015-16 Consolidated Application for Federal Funding</li> <li>○ Review and approve 2014-15 EPA Expenditure Report</li> </ul>	<p><u>Item</u> Discussion: Approve 2015-16 LCAP and 2014-15 Annual Update.</p> <p>Vote: Motion for approval presented by Stephen, Tony seconds. Motion passes unanimously.</p> <p><u>Item</u> Discussion: Approve 2015-16 Budget.</p> <p>Vote: Motion for approval presented by Stephen, Eric seconds.</p>

Topic	Minutes
	<p>Motion passes unanimously.</p> <p><u>Item</u> Discussion: Approve 2015-16 Consolidated Application for Federal Funding.</p> <p>Vote: Motion for approval presented by Stephen, Nathan seconds. Motion passes unanimously.</p> <p><u>Item</u> Discussion: Approve 2014-15 EPA Expenditure Report.</p> <p>Vote: Motion for approval presented by Stephen, Nathan seconds. Motion passes unanimously.</p> <p><u>Item</u> Discussion: Eric discusses prospective IA Board Member by the name of Jon Hamby. Board members in attendance express interest in further development of Mr. Hamby as potential member of Board of Directors.</p> <p>Vote: N/A</p>
➤ Discussion items	
<ul style="list-style-type: none"> <li>○ Review current Independent Contractor Agreement and D&amp;O Insurance Policy (Christine &amp; Stephen)</li> <li>○ Review Board goals (Danielle)</li> <li>○ Review El Dorado SELPA Plan for approval in July 2015</li> </ul>	<p><u>Item</u> Discussion: Christine and Stephen briefly discuss current IA Contractor Agreement and D&amp;O Insurance Policy. Further discussion reserved for following meeting.</p> <p><u>Item</u> Discussion: Christine briefly summarizes El Dorado SELPA Plan for approval in July 2015. Further discussion and approval of SELPA Plan reserved for following meeting.</p> <p><u>Item</u> Discussion: Review of Board goals reserved for following meeting.</p> <p><u>Item</u> Discussion: Christine discusses IA campus site location and lease developments, including upcoming meeting with School District personnel.</p>

Topic	Minutes
<ul style="list-style-type: none"> <li>○ Assign new action/discussion items</li> </ul>	
<ul style="list-style-type: none"> <li>➤ Next board meeting</li> </ul>	
<ul style="list-style-type: none"> <li>○ Confirm date of next meeting</li> </ul>	Tuesday, August 25, 2015 at 6:00 p.m.
<ul style="list-style-type: none"> <li>○ Identify agenda items for next meeting</li> </ul>	
	Meeting adjourns at 6:58 p.m.

The foregoing minutes were approved by the Board of Directors of Innovations Academy on \_\_\_\_\_.

\_\_\_\_\_  
Secretary

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# Memo

Date: May 28, 2015  
To: All Members/Partners of the El Dorado County Charter SELPA  
From: David M. Toston, Executive Director  
Re: ***El Dorado County Charter SELPA Local Plan Revision – Governance and Administration***

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The revised Charter SELPA Local Plan was approved at the May 21<sup>st</sup>, 2015 CEO Council meeting. Each partner of the Charter SELPA must now have their board adopt the new Local Plan during the timeframe of June to September 2015. I have attached a copy of the updated governance language in the Charter SELPA Local Plan and a copy of the redline version showing the revisions. A redline copy noting the Local Plan revisions is also available on the Charter SELPA website at <http://edcocharterselpa.org/what-we-do/governance-ceo-council>.

Please note, if you are a CMO or a partner with multiple schools as members of the Charter SELPA, one board meeting with one adoption of the Local Plan will cover all of your sites. Be sure to list all of the schools who are members of (or will be a member of) the Charter SELPA as of 7-1-15 on the Assurances document.

Below are instructions to assist you in the process:

**Step One:** Place the following item on your board’s meeting agenda during the timeframe of June through September 2015. The recommended language for the board agenda is:

***El Dorado County Charter SELPA Local Plan Revision – Governance and Administration***

*In May, 2014 the Charter SELPA CEO Council approved updated policies to align many of the governance activities with current practice. The Charter SELPA Local Plan Revision – Governance and Administration Chapter has been updated to reflect the current policies of the Charter SELPA. In May, 2015 the Charter SELPA CEO Council approved the updated Local Plan Revision – Governance and Administrative Chapter, a copy of which has been provided to the members of this board.*

**Recommendation:**

*It is recommended that the board of [Insert Name of Charter School – if a CMO or partner with multiple schools, insert the name of each and every charter school who is a member – or will be a member - of the El Dorado County Charter SELPA as of 7-1-15.]*

*in accordance with federal and state laws and regulations, shall adopt the El Dorado County Charter SELPA Local Plan and its updated Governance and Administration Chapter.*

**Step Two:** After the board meeting, have the CEO, Superintendent or President of the Board complete the Assurances document. Use the attached Assurances document as a template and be sure to include:

- The name of each and every charter school who is a member of the El Dorado County Charter SELPA (or will be) as of 7-1-15.
- The board vote.
- The name and title of the person signing the Assurances document.
- Original signature on the Assurances document.

**Step Three:** Mail the ORIGINAL, SIGNED Assurance document to the Charter SELPA:

El Dorado County Charter SELPA  
Attn: Samantha Conway  
6767 Green Valley Road  
Placerville, CA 95667

Once we receive all of the signed Assurance documents, the Charter SELPA will submit the Assurances with the Revised Local Plan to the California Department of Education.

If you have any questions about the process of adopting the revisions to the Charter SELPA Local Plan, please contact Samantha Conway at [sconway@edcoe.org](mailto:sconway@edcoe.org).

Thank you.



EL DORADO COUNTY  
CHARTERSELPA

# Special Education Local Plan

~~March, 2014~~

April, 2015

Jeremy M. Meyers, Superintendent of Schools  
-El Dorado County Office of Education

David M. Toston, SELPA Executive Director

~~Original Local Plan - Submitted to CDE November, 2006~~

~~2008/09 Revision - Submitted to CDE December, 2008~~

~~2009/10 Revision - Submitted to CDE May, 2009~~

~~2009/10 Revision #2 - Submitted to CDE September, 2009~~

~~Update of Attachments — Submitted to CDE October, 2009~~  
~~2010/11 Revision — Submitted to CDE June, 2010~~  
~~2010/11 Revision #2 — Submitted to CDE October, 2010~~  
~~2011/12 Revision — Submitted to CDE October, 2011~~  
~~2012/13 Revision — Submitted to CDE June, 2012~~  
~~2012/13 Revision #2 — Submitted to CDE November, 2012~~  
~~2013/14 Revision — Submitted to CDE April, 2013~~  
~~2013/14 Revision #2 — Submitted to CDE October, 2013~~  
~~2013/14 Revision #3 — Submitted to CDE October, 2013~~  
~~2013/14 Revision #4 — Submitted to CDE October, 2013~~  
~~2014/15 Revision — Submitted to CDE March, 2014~~



**CHAPTER III**

**GOVERNANCE AND  
ADMINISTRATION**

## **GOVERNANCE AND ADMINISTRATION**

### **PURPOSE**

The El Dorado County Charter SELPA is composed of local educational agency-charters (LEAs) located outside the geographic boundaries of El Dorado County. The El Dorado County Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency (RLA) and the County Superintendent of Schools as the Superintendent of the RLA.

~~The function of the Special Education Local Plan Area~~ As members of the El Dorado County Charter Special Education Local Plan Area (SELPA), (hereinafter referred to as Charter SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education.

The Charter SELPA further recognizes its' members as single charter partners or organization partners. Single Charter Partner is defined as an entity with one charter CDS code. An Organization Partner is an entity with multiple charters (CDS codes) as members of the Charter SELPA. An entity is defined as an organization with one governing board or one CEO (Chief Executive Officer) position. The title of CEO may differ by organization, but the intent is that final decision making in the organization is vested in one leadership position.

The function of the SELPA and participating agencies is to provide a quality educational program appropriate to the needs of each eligible child with a disability who is served by the Charter SELPA— members.

All such programs are operated in a cost effective manner consistent with the funding provisions of Education Code Section 56700 et seq, IDEA, all other laws and policies, and the procedures of the El Dorado County Charter Special Education Local Plan Area.

### **CHANGES IN THE GOVERNANCE STRUCTURE**

Any changes in the governance structure of the El Dorado County Special Education Local Plan Area, including the dividing of the SELPA into more than one operating entity, changing the designation of and/or responsibilities of the Responsible Local-Agency, are subject to specific Provisions of Education Code Sections 56140, 56195, et seq., 56195.7 et seq., 56200 et seq., and 56205 et seq.

- 1.— Any local agency which is currently designated as a Local Education Agency (LEA) participating in the El Dorado County Local Plan for Special Education may elect to pursue an alternative option from those specified in Education Code Section 56195.1 by notifying the appropriate county superintendent at least one year prior to the date the alternative plan would become effective (E.C. ~~56195.3(b))~~ 56195.3(b)).

- 2.- Any alternative plan of an LEA is subject to the approval of the county superintendent of the county or counties which would have school districts as participating agencies in the alternative plan. -(E.C. 56195.1)
- 3.- Approval of a proposed alternative plan by the appropriate county superintendent may be based on the capacity of the LEA Charter(s) to ensure that special education programs and services are provided to all children with disabilities. -(E.C. 56140(b))
- 4.- If an alternative plan is disapproved by a county superintendent, the county office shall return the plan with comments and recommendations to the LEA charter(s). - The charter or charters participating in the alternative plan may appeal the decision to the Superintendent of Public Instruction. -(E.C. 56140 (b) (2))
5. 5. Any alternative plan to be submitted by a charter or a group of charters currently participating in the El Dorado County Charter ~~Consortium Special Education Local Plan Area~~ SELPA must meet the standards established by the State Board of Education and not adversely affect the size and scope status of the current local plan geographic area.
6. 6. Any changes in the designation of the responsible local agency for the El Dorado County Charter ~~Consortium Special Education Local Plan Area~~ SELPA must conform to the above code provisions and the administrative provisions and the administrative provisions for approval as specified in the Local Plan.

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Disagreements among the participating agencies of the El Dorado County Charter ~~Local Plan~~ SELPA are attempted to be resolved ~~within the standard operating through dispute resolution procedures and committee structure.~~ If not resolved ~~at a lower committee level,~~ the issue/matter would ~~come be presented~~ to the ~~El Dorado County Charter~~ Chief Executive Officers' (CEO) Council for discussion and dispute resolution.

## **GOVERNANCE STRUCTURE OF THE PLAN**

California Education Code Section 56200 (c) (2) requires that the Local Plan, "specify the responsibilities of each participating county office and district governing board in the policy-making process, the responsibilities of the superintendent of each participating district and county in the implementation of the plan, and the responsibilities of district and county administrators of special education in coordinating the administration of the plan." In accordance with this provision, the El Dorado County Charter SELPA has developed the following governance structure, policy development and approval process.

## **RESPONSIBILITIES OF EACH GOVERNING BOARD IN THE POLICY- MAKING PROCESS AND PROCEDURES FOR CARRYING OUT THE RESPONSIBILITY**

~~The~~ Upon entry into the Charter SELPA, the governing board for each LEA charter ~~and the County Board of Education approves~~ shall approve the Agreement for Participation, Representations and Warranties, and the Local Plan for Special Education. ~~-The Charter SELPA Local Plan is approved by the CEO Council and the Board of the El Dorado County Office of Education.~~

~~Amendments to the Local Plan to revise LEA membership (additions/deletions) shall be approved by the Board of the El Dorado County Office of Education. Prior to County Board approval, new LEA members and/or termination of LEA members shall be approved through the process as identified in Charter SELPA policies. All membership changes shall be communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting.~~

~~The Board of the El Dorado County Office of Education will hold the required public hearings and approve the annual service plan and the annual budget plan. The plans shall be sent to all charter LEA members and communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting. Notice of the public hearings shall be posted in each charter school at least 15 days prior to the hearing, as required by law.~~

~~As described within these documents~~ the Local Plan and adopted policies of the Charter SELPA, the Boards of Education delegate the ~~administrative ongoing~~ policy-making process ~~and, the allocation plan process, and administrative~~ procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

## **RESPONSIBILITIES OF CHIEF EXECUTIVE OFFICERS – CHARTER EXECUTIVE COMMITTEE**

~~The Charter Executive Committee, which includes the SELPA Director, approves policies and makes recommendations on special education financial matters to the Charter CEO Council. The Executive Committee is made up of members of the CEO Council who are selected by the CEO Council by majority vote. The El Dorado County Superintendent serves as an ex-officio member of the Executive Committee.~~

~~The Charter Executive Committee is responsible for:~~

- ~~A. Approval of policy for special education programs and services which relate to the Charter SELPA.~~
- ~~B. Approval of requests to the risk pool as appropriate.~~
- ~~C. Addressing specific needs of individual LEA Charters as the need arises;~~
- ~~D. Organizing the subcommittees as necessary to meet special needs of the Charter SELPA;~~
- ~~E. Receiving and reviewing input from the Community Advisory Committee.~~

~~Minutes of the Executive Committee meetings are transmitted to the full membership of the Charter CEO Council. In addition, financial issues regarding special education and other issues which it felt should be considered by the CEO Council shall be placed on the agenda for discussion and/or action of the scheduled meetings.~~

## **CHARTER SELPA CHIEF EXECUTIVE OFFICER'S/OFFICERS' (CEO) COUNCIL**

~~A~~The Charter SELPA CEO Council ~~is in operation for the SELPA and~~membership consists of the ~~Chief Executive Officers~~CEO or designee of each LEA. ~~Organizations~~charter LEA member. Each charter LEA member has one vote. Organization Partners, that operate more than one charter school, may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of ~~schools~~charter LEAs represented. ~~This group meets~~

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agendized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designeesdesignee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services,

### **RATIONALE**

~~Charter Schools are required to provide special education programs and services for those who attend their schools. Due to the configurations of a number of charters, they encounter challenges with the implementation of Special Education services for their students. A recent National Association of State Directors of Special Education document (Primer for Charter School Authorizers: Special Education Requirements and Including Students with Disabilities in Charter Schools) indicates that this situation is often related to a lack of information and understanding on the part of Charter Schools regarding the legal requirements for special education implementation.~~

~~The El Dorado County Charter SELPA effectively and efficiently supports the implementation of appropriate and compliant special education services in member charter schools. This local plan addresses the required elements necessary to accomplish the task.~~

functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held; generally in September and May.

The Charter SELPA CEO Council is responsible to approve Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible to approve the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and the Governing Board of the El Dorado County Office of Education.

Charter School Admission Criteria:–

It is the intent of the El Dorado County Charter SELPA to provide options for ~~Charter Schools~~ charter schools in terms of SELPA membership. While it is always preferable for a ~~Charter School~~ charter school to participate with their geographic SELPA, the Charter SELPA has been developed to allow for a viable alternative for SELPA membership. - Therefore, there are specific criteria which must be met in order for a ~~Charter School~~ charter school to be considered for membership in the El Dorado County Charter SELPA.

~~1. First priority will be given to new Charter Schools sponsored by the State Board of Education. The Charters that are sponsored by the State Board of Education are chartered as LEAs and are not automatically a member in a SELPA. Because of their LEA status the charters must apply for membership in a SELPA and some charter schools have been unable to reach agreement with the district or SELPA in obtaining this status.~~

~~2. For existing Charter Schools, the following guidelines must be met:~~

~~a. Charter Schools must give a one-year notice of intent to leave their current~~

### **Charter SELPA Selection Committee**

As outlined in Charter SELPA policies, a Charter SELPA Selection Committee has been established to approve the admission of new Charters to the SELPA.

~~b. During the one-year notice period, the The Charter School must work collaboratively with its geographic SELPA and the El Dorado County Charter SELPA to mitigate the differences in order to determine if remaining~~

~~in the geographic SELPA is a viable alternative. These attempts will be directly facilitated by El Dorado County Charter SELPA Administrative staff.~~

~~e. The reason for the Charter School to leave their geographic SELPA must not primarily be a fiscal decision. The primary reasons must be a desire for increased access to appropriate Special Education services and a desire to implement quality programs for students with disabilities.~~

~~d. The El Dorado County Charter SELPA firmly believes in adherence to State Standards for all students. Therefore Charter Schools wishing to join this SELPA must ensure that State Standards are strictly followed in their programs. Charter SELPA members will be subject to the same self-review and monitoring process as the Charter SELPA in general.~~

### ~~3. Admission to the Charter SELPA~~

#### ~~a. Process~~

~~Charter Schools will follow Education Code requirements when submitting applications for review to the El Dorado County Charter SELPA Review Committee. The EDCOE Charter Review committee~~Selection Committee is comprised of:

~~\* • The El Dorado County Superintendent of Schools/Designee~~

~~\* A representative from the current • One Charter SELPA CEO, member of the CEO Executive Committee~~

~~\* A representative of • One Charter Schools designated CEO selected by the El Dorado County Superintendent of Schools/Designee~~

### The

~~The CEO Council will designate the Charter Schools representative to this committee. Charter SELPA Selection Committee will meet, review all documents, and approve or reject members. Because of a high volume of applications to the Charter SELPA, the Selection Committee may include more than one member of the CEO Executive Committee or CEO Council and more than one Charter CEO selected by the EDCOE County Superintendent/Designee in order to efficiently review the number of applications submitted. Meetings may take place through teleconference. For the purposes of this section, “teleconference” means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.~~

~~The Charter SELPA Selection Committee will inform the CEO Council members of their decision. The Charter SELPA AU shall inform the charter school of the decision.~~



Any charter school may apply to the Charter SELPA Selection Committee to become a LEA member of the SELPA. The Charter SELPA will establish an annual timeline for submission of applications. Once granted membership, the charter LEA will participate in the governance of the SELPA in the same manner as all other charter LEA members in the SELPA. The timeline for submission may be amended by the Charter SELPA Superintendent/designee for unique circumstances, including State Board of Education charter approvals.

The applicant member, not an expansion of an existing member, will be deemed a member of the SELPA upon approval of the Charter SELPA Selection Committee, and subsequent Local Plan Membership amendment approved by El Dorado County Office of Education Governing Board, and the California Department of Education. The applicant member charter LEA board must also take action to approve membership.

The Charter SELPA Selection Committee shall review applications to determine if the applicants meet the requirements of the application process as established by the Charter SELPA. The Charter SELPA Selection Committee will inform the CEO Council members of their decision.

Applications for additional schools of a current Charter SELPA member, shall be approved by the Charter SELPA, pursuant to Charter SELPA policies, and are not required to be reviewed by the Charter SELPA Selection Committee. Because they are current members, the Charter SELPA has significant documentation available to assess the new charter LEA capacity.

The applicant member, an expansion of an existing member, will be deemed a member of the SELPA after approval of the Charter SELPA, and subsequent Local Plan Membership amendment approved by the El Dorado County Office of Education Governing Board, and the California Department of Education. The applicant member charter LEA board must also take action to approve membership.

### **Charter SELPA Membership Appeals Committee**

The Charter SELPA Membership Appeals Committee meets on an “as needed basis” to hear Selection Committee appeals and membership termination appeals. The El Dorado County Superintendent/designee shall serve as an ex officio member of the Charter SELPA Membership Appeals Committee. An invitation to participate in the Membership Appeals Committee shall be issued annually at the first CEO Council meeting of the fiscal year.

Charter SELPA Membership Appeals Committee meetings are subject to California Open Meeting laws, specifically, the Brown Act (Government Code 54950-54963) which requires that SELPA Membership Appeals committee members conduct business at properly noticed and agendized public meetings.



## **CHARTER SELPA EXECUTIVE COMMITTEE**

### **Responsibilities of the Charter SELPA Executive Committee**

The Executive Committee shall serve as an informal advisory body to the Charter SELPA. The Executive Committee shall be comprised of all Charter SELPA CEO Council members who have an interest in participating as a committee member. Committee participation shall be at the discretion of individual members who shall be free to attend, or not attend, meetings as they choose. However, at no time shall an Executive Committee meeting be conducted with a majority of SELPA members.

Committee meetings shall occur from time to time on an informal basis as the Committee may determine. The Committee shall have no continuing subject matter jurisdiction. However, it is contemplated that the Committee shall, from time to time, consider and advise the Charter SELPA on administrative matters including, but not limited to, program operations, future strategic planning, procedural matters, and fiscal considerations.

An invitation to participate in the Executive Committee shall be issued annually at the first CEO Council meeting for the fiscal year. The El Dorado County Superintendent/designee shall serve as an ex-officio member of the Executive Committee.

Summaries of the Executive Committee meetings shall be transmitted to the full membership of the Charter CEO Council.

### **Special Education Community Advisory Committee (CAC)**

Each charter school may select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with E.C. §56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA AU on the implementation of the El Dorado County Local Plan for Special Education in Charter Schools (“Local Plan”) as well as provide local parent training options in accordance with the duties, responsibilities and requirements of E.C. § 56190-56194.

Because of the geographic diversity anticipated within the El Dorado County Charter SELPA, meetings may take place through teleconference. For purposes of this section, “teleconference” means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.

### **Charter SELPA Special Education Steering Committee**

The Steering Committee serves in an advisory capacity to the Charter SELPA. Each charter LEA is entitled to select one representative for this committee. The Steering Representatives are the charter LEA’s special education directors or special education

program leads. They meet regularly for the purpose of advising the Charter SELPA and receiving and disseminating direct program/instructional information.

### **Charter SELPA Special Education Fiscal Committee**

The Fiscal Committee meets twice per year. The designated fiscal representative from each charter LEA member is invited to attend. Charter CEOs and Special Education Administrative contacts are invited to attend as well. Meetings take place through teleconference. The meeting serves as a communication tool to inform fiscal contacts of actions taken by CEO Council that may have budgeting and financial reporting considerations.

### ~~b.~~ Criteria for Admission

~~The El Dorado County Charter SELPA Review Committee will develop specific criteria by which each application will be reviewed and rated. The criteria will include legal requirements and key indicators that would ensure that the Charter School is capable of implementing the legal requirements within the Local Plan and to provide a quality educational program for all children. In addition, the criteria would also include the role of the SELPA in providing support to the Charter School as a SELPA member.~~

### **FULL CONTINUUM OF SERVICES**

Both state and federal law provides that students with exceptional needs are entitled to a free, appropriate public education (FAPE) that includes special education and related services to meet their unique needs in the least restrictive environment (LRE). -Each SELPA member must ensure that all children served under their jurisdiction who have disabilities, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, evaluated and served. -Therefore, a full continuum of services are available within the Charter SELPA.

~~Members of the Charter SELPA are expected to be somewhat diverse geographically.~~ Given this fact, the plan provides funding per the Charter SELPA Educational Allocation Plan to the Charter Schools so that they may appropriately provide for all the students with special education needs attending their schools. -This obligation can be met in several ways, which may include:

1. Hire appropriately credentialed special education staff ~~to provide necessary services;~~
2. Contract with ~~its geographic SELPA to provide the necessary services;~~ another LEA.
3. Contract with ~~a private entity to provide all necessary personnel to appropriately implement IEPs~~ Nonpublic Schools/Agencies.

These methods of providing necessary services may be used by a single school in the Charter SELPA, or several schools within the Charter SELPA could join together to provide the services.

## **EVALUATION**

E. C. 56600 was written, in part, to ensure that SELPAs participate with all State efforts to provide for ongoing comprehensive evaluation of special education programs in order to refine and improve programs, policies, regulations, guidelines, and procedures on a continuing basis, and to assess the overall merits of these efforts.

The El Dorado County Charter SELPA annually submits all information required by the California Department of Education, Special Education Division, in this effort, including statistical data, program information, and fiscal information related to the programs and services for children with disabilities in the El Dorado County Charter SELPA.

The Charter SELPA Administration is responsible for collecting all data required by the California Department of Education related to special education budgets and services, and reports them annually.

SELPA staff supports all members of the Charter SELPA in the collection of data related to compliance, due process procedures, availability of services, key performance indicators, etc., as needed.

## **DATA COLLECTION AND DEVELOPMENT OF MANAGEMENT INFORMATION SYSTEMS**

California Department of Education requires of each SELPA the collection of specified data in such a manner as to be communicative with the CASEMIS – Management Information System of the State.

~~such a manner as to be communicative with the CASEMIS – Management Information System of the State.~~

The Charter SELPA has designed and implemented a data collection and storage system that

provides for the management and reporting of required data for state and federal systems.

The

SELPA continues to work with the State's Department of Management Information System to

collect and report all required data related to special education fiscal and program services, and

to provide other pertinent information necessary for the operation of the SELPA.

The Charter SELPA staff supports all the member LEA charter schools in the Charter-SELPA in

their collection and reporting of required data.

The Charter SELPA staff strives to support a system which is responsive to the data needs of the member LEA charter schools.  
~~the member LEA charter schools.~~

~~The Charter SELPA staff implements a continuous improvement model of data collection.~~

## **PROVISION FOR ONGOING REVIEW OF PROGRAMS**

The State has in place a system for review of the special education programs in the ~~districts.~~ It charter schools. It is the responsibility of the SELPA to support the delivery of effective programs and services in its LEAs, to support a continuum of appropriate service  
~~is the responsibility of the SELPA to support the delivery of effective programs and services in its districts, to support a continuum of appropriate service~~

options, to improve the quality of the

programs offered, and to monitor them and participate in review processes, including the  
Key

Performance Indicator, the Procedural Safeguards, complaint processes and mediation and  
due

process procedures.

The El Dorado County Charter SELPA endeavors first to provide adequate information, resources and support to all its member LEA charters, so that they may deliver compliant, quality services. ~~Further, the Charter SELPA staff-,~~ under the direction of the ~~Executive Committee and~~ CEO Council and in conjunction with the CAC and the informal advisement from the CEO Executive Committee, participates in all State review

processes and any local review processes to ensure that appropriate and necessary  
services

are offered for all children with disabilities and to support continuous improvement of those services.  
~~services.~~

The SELPA ensures that adequate information related to all areas of compliance is available to all the charter LEA members.  
~~all the charter LEA members.~~

The SELPA ensures the availability of a full continuum of options, supplemental aids and services, and regionalized programs, for all children with disabilities, severe low incidence, and non-severe.  
~~services, and regionalized programs, for all children with disabilities, severe low incidence, and~~

~~non-severe.~~

## **PROCESS FOR ALLOCATING PROGRAM SPECIALIST SERVICES THROUGHOUT THE REGION**

The Charter SELPA ~~does~~ currently employ/employs program specialist(s). -In addition, in accordance with

Education Code §56780, all coordination responsibilities for program specialist services as outlined are fully supported through the governance structure of the SELPA. -This includes the

administrative staff, program specialist services, Charter Special Education Steering Committee,

Charter Executive Committee, and Charter CEO Council. ~~The Program Specialist position was~~

Openings for program specialist positions are advertised, and the selection ~~process~~ was/processes conducted are consistent with County Office hiring practices. -The

interview panel ~~included~~includes representatives from ~~local~~ LEAs, as well as SELPA personnel.

Duties of program specialists are those specified in Education Code §56368 and the ~~Local Plan:~~

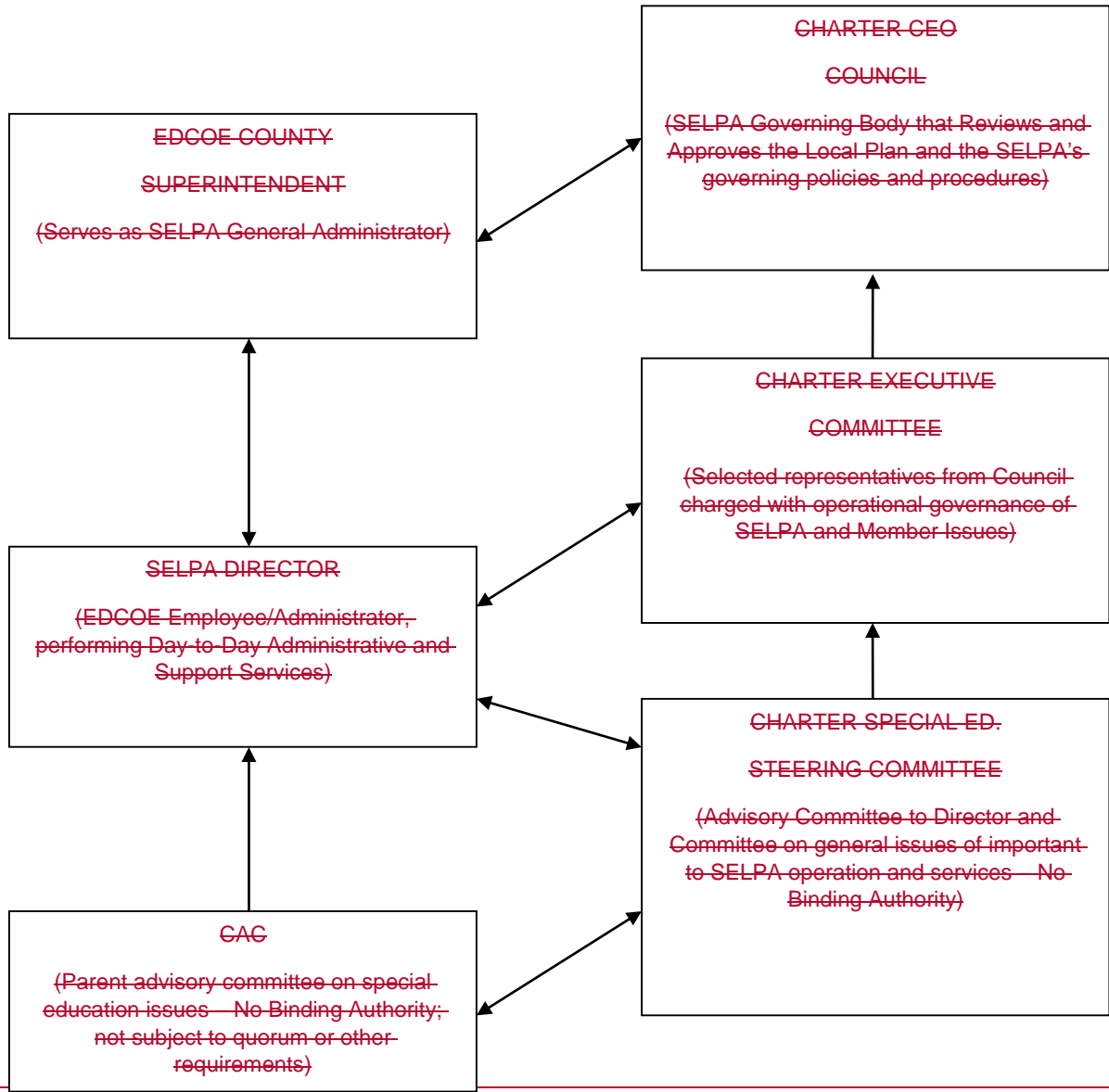
### Local Plan:

- ~~A.~~ A. Assist Resource Specialist, Designated Instruction and Service instructors, and \_\_\_\_\_ Special Class Teacher in the planning and implementation of individual education programs for children whose disability is in the area or expertise of the Program Specialist.
- ~~B.~~ B. Coordinate curricular resources in a manner to make them available and effective for personnel who are in need of the resources.
- ~~C.~~ C. In conjunction with the SELPA Director, assess program effectiveness to promote the program for individuals with exceptional needs.
- ~~D.~~ D. Participate in school staff development, research, program development, and innovation or special methods and approaches.
- ~~E.~~ E. Provide coordination, consultation, and program development in areas to which the program specialist is assigned.

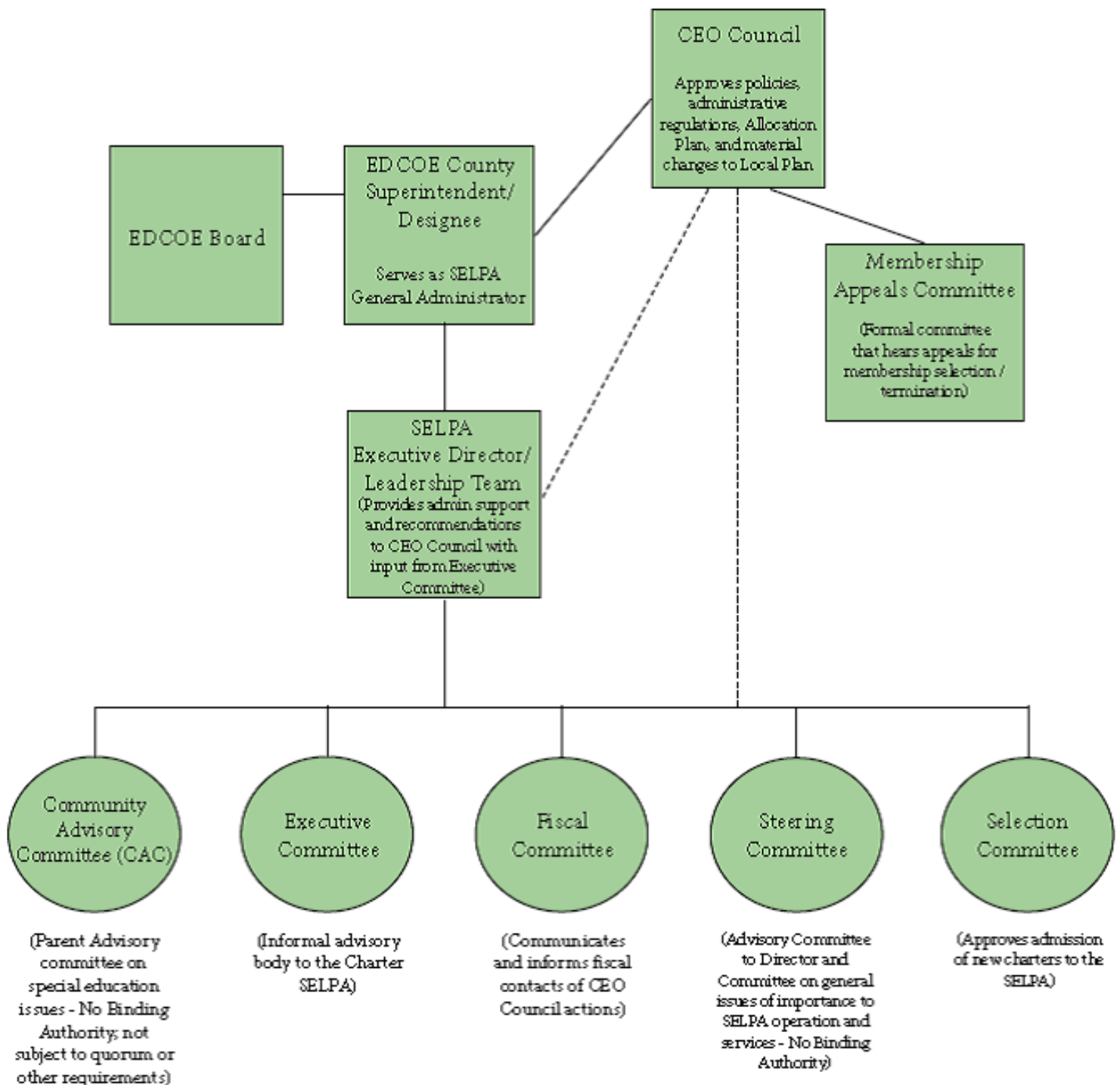
- ~~F.~~ F. Under the direction of the SELPA Director, assure the pupils have full educational opportunity, regardless of the district of residence in the Special Education Local Plan Area.
- ~~G.~~ G. Participate in I.E.P.s at the request of Local Education Agency or parent.–
- ~~H.~~ H. Assist Local Education Agencies with non-public, non-sectarian and state school placements when requested.

\_\_\_\_\_ Safeguards for the assurance of appropriate use of regionalized funds are the responsibility of the SELPA Executive Director and as approved by the governance structure. -Program Specialist(s) are employed by the RLAAU and supervised by the SELPA Director.

**El Dorado County Charter SELPA**  
**Charter Education SELPA Flow Chart**



# El Dorado County Charter SELPA Flow Chart





## **AGREEMENT FOR PARTICIPATION**

### **EL DORADO COUNTY CHARTER SELPA**

The El Dorado County Charter Special Education Local Plan Area (SELPA) as authorized by the California State Board of Education assists California charter schools that have successfully completed the SELPA membership process and have signed this Agreement for Participation (Agreement) which are deemed Local Educational Agencies pursuant to Education Code Section 47641, in meeting their obligations to provide special education and related services (each term as defined in 20 U.S.C. Section 1401 and the applicable rules, regulations and interpretive guidance issued thereunder and collectively referred to as Services) to applying or enrolled students actually or potentially entitled to Services under applicable state and federal laws and regulations (Students). -SELPA Membership also ensures compliance with the LEA Member's obligations under Education Code Sections 56195, et. seq.

It is the goal of the El Dorado County Charter Special Education Local Plan Area (SELPA) that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs. It is the intent of the Charter SELPA that special education programs be coordinated and operated in accordance with the governance structure.

The respective Charter Schools who are signatories hereto, the El Dorado County Office of Education (EDCOE), and the El Dorado County Charter SELPA, mutually agree as follows:

#### **DEFINITIONS**

**LEA**:- as described in Education Code Section 56026.3., shall refer to a specific LEA Member Charter School or Charter School development organization as appropriate.

**RLA**: Responsible Local Agency, as described in Education Code Section 56030. - Federal Regulations use the term "Administrative Unit" or "AU". For purposes of this Agreement, the El Dorado County Office of Education shall be the RLA or AU for the El Dorado County Charter SELPA.

**Charter SELPA CEO Council**:- This group is composed of a representative from each Charter School in the Charter SELPA at the Chief Executive Officer level. - Organizations that operate more than one Charter School at their option may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of schools represented. -This group would meet regularly with the County Superintendent of Schools to direct and supervise the implementation of the Local Plan.

**Charter Executive Committee**:- The Charter Executive Committee is comprised of representatives from the Charter SELPA CEO Council and shall include the El Dorado County Superintendent and staff designees.

Efforts will be made to ensure the committee has broad representation in a variety of areas; e.g. various geographical areas of the Charter SELPA, CMO representation, single charter, large charter, small charter, original founding members, new members. -This committee ~~makes recommendations~~serves as an informal advisory body to the ~~CEO Council on fiscal and policy matters.~~Charter SELPA AU.

Charter Special Education Steering Committee: -This Steering Committee serves in an advisory capacity to the Charter SELPA Executive Director.- Each Charter School is entitled to select one representative for this committee – either a teacher or an administrator. -Representatives commit to a full year of service, which would include meeting regularly for the purpose of advising the Charter SELPA Executive Director and receiving and disseminating direct program/instructional information.

Special Education Community Advisory Committee – CAC: -Each Charter School shall be entitled to select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with E.C. §-

56191 for a period of at least two years. -Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA Executive Director on the implementation of the El Dorado County Charter SELPA Local Plan for Special Education in Charter Schools (“Local Plan”) as well as provide local parent training options in accordance with the duties, responsibilities and requirements of E.C. §§~~56190-56194.~~56190-56194.

Because of the geographic diversity anticipated within the El Dorado County Charter SELPA many meetings will be conducted through the use of teleconferencing or video conferencing.

IEP (Individualized Education Program): -A plan that describes the child's current abilities, sets annual goals and instructional objectives, and describes the education services needed to meet these goals and objectives in accordance with E.C. § 56032.

IEP Team:- A group of team members, as defined in Education Code § 56341, who meet for the purpose of determining student eligibility for special education and developing, reviewing, or revising a pupil's IEP and recommendations for placement.

#### **LEA MEMBER RESPONSIBILITIES AND DUTIES:-**

Each LEA agrees that it is subject to the following ~~nondelegable~~ responsibilities and duties under this Agreement, all adopted SELPA policies and procedures, the Local Plan, and governing federal and state laws and regulations (collectively, LEA Member Obligations), compliance with which is a condition precedent to membership, and

continuing membership, in the SELPA, and these responsibilities and duties cannot be delegated to another entity.

The LEA Member as a participant in the Local Plan shall perform the following and be exclusively responsible for all costs, charges, claims and demands arising out of or related to its own pupils and its respective programs operated by the LEA Member:

- A. Adhere to the Local Plan, Policies and procedures as adopted by the Charter CEO Council.
- B. Select, compensate and determine the duties of the special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates, Charter Schools may contract for these services;
- C. Conduct and/or contract those programs operated by the LEA Member in conformance with the Local Plan and the state and federal mandates;
- D. Organize and administer the activities of the IEP Teams, including the selection of the LEA Member staff and who will serve as members of the IEP Team in conformance with the Education Code Section 56341 and in compliance with the Local Plan;
- E. Organize and maintain the activities of the Resource Specialist Program in conformance with Education Code Section 56362; the Designated Instruction and Service in conformance with Education Code Section 56363; and Special Classes and Centers in conformance with Education Code Section 56364.1 and 56364.2; and in compliance with the Local Plan;
- F. Provide facilities as required to house the programs conducted by the LEA;
- G. Provide for the acquisition and distribution of the supplies and equipment for the programs conducted by the LEA Member;
- H. Provide and/or arrange for such transportation services as may be required to provide the special education programs specified that are conducted by the LEA Member;
- I. Cooperate in the development of curricula for the classes and the development of program objectives with the AU. -Cooperate in the evaluation of the programs as specified in the Local Plan, with the AU;
- J. Cooperate in the development of the procedures and methods for communicating with the parents and/or legal guardians of the individuals served in conformance with the provisions of the Local Plan with the AU;
- K. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof. -Provide for the continuous review of placements and the assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria;

- L. Provide for the integration of individuals educated under this agreement into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan;
- M. Conduct the review of individual placements requested by the parents and/or legal guardians of the individual in accordance with the Local Plan;
- N. Prepare and submit all required reports, including reports on ~~student enrollment, program expenditures, and program evaluation;~~ student enrollment, program expenditures, and program evaluation;
- O. Designate a person to represent the LEA Member on the Charter-Special Education Steering Committee to monitor the implementation of the Plan and make necessary recommendations for changes and/or modifications;
- P. Designate a representative for the LEA Member to serve on the Special Education Community Advisory Committee, in accordance with Education Code Section 56192-56193 and pursuant to the procedures established in the Local Plan;
- Q. Designate the LEA Member Superintendent/CEO or School Leader by whatever name designated to represent the LEA Member on the Charter CEO Council to supervise and direct the implementation of the Plan;
- R. Receive special education funding from El Dorado County in accordance with the Charter SELPA's Allocation and Budget Plan.-
- S. It is understood that except as otherwise may be specifically agreed from time to time the RLA shall have no responsibility for the operation of any direct educational program service of any kind.-
- T. Each LEA Member shall annually provide RLA with LEA Member's annual audit report, as conducted according to Education Code Section 47605(b)(5)(l). Annual submission shall be made annually, no later than January 31<sup>st</sup>. -LEA Member further agrees to forward RLA copies of State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable.- Should an LEA Member be the subject of a FCMAT report (or other agency review) that indicates concern with inappropriate use of funds, financial insolvency concerns, or operational concerns, the LEA Member shall notify RLA and provide the RLA with a copy of the report.

~~U. — An LEA Member contracting for external Services, consistent with definition.... shall do so only with duly licensed and authorized entity or individual. The contract for Services executed by the LEA Member and the external consultant or contractor shall include a clause stating the contractor or consultant agrees to defend and indemnify the LEA Member, and the SELPA, RLA, the Superintendent, and other Indemnified Parties in response to any claim arising from the contractor's or consultant's actual or alleged failure to provide Services in conformity with these obligations.—~~

~~With respect to external services and/or Student placements, the LEA Member shall~~

~~affirmatively monitor, assess, and to the extent necessary, intervene or manage such external placements or Services in conformity to ensure that the LEA Member's Obligations to the Student are still being met.~~ U. Charter LEA Member "Member" hereby agrees to indemnify and hold harmless the El Dorado County Office of Education "EDCOE", the El Dorado Board of Education, the El Dorado County Superintendent of Schools, the El Dorado County Charter SELPA, and attorneys hereby collectively referred to jointly as "SELPA", and all of their officers, directors, employees, agents, and representatives and attorneys against any and all claims, losses, penalties, fines, forfeitures, judgments, reasonable attorney's fees, and related litigation costs, fees, and expenses and amounts actually and reasonably incurred in settlement that result from any act or omission by or on behalf of Member by SELPA under this Agreement, unless the act or omission constitutes gross negligence, willful misconduct, or breach of fiduciary duty by any officer, director, partner, agent, or employee of SELPA in connection with SELPA's performance under this Agreement and the amounts would not have been covered under Members' insurance that result from any act or omission constituting gross negligence or willful misconduct by any officer, director, or employee of SELPA in connection with SELPA's performance under this Agreement.

#### **AU/RLA DUTIES AND RESPONSIBILITIES:**

Pursuant to the provisions of Education Code Section 56030 et seq., the AU shall receive and distribute regionalized service funds, provide administrative support, and coordinate the implementation of the El Dorado County Local Plan for Special Education in Charter Schools participating in the Charter SELPA. -In addition, the AU shall perform such services and functions as required to accomplish the goals set forth in the plan. Such services include, but are not limited to, the following:

- A. Act as agent for Charters participating in the Plan as specified in the Local Plan. Receive, compile and submit required enrollment reports and compute all special education apportionments as authorized under Education Code Section 56836 et seq. -Receive data from each LEA Member to compile and submit budgets for the programs and monitor- the fiscal aspects of the program conducted. Receive the special education apportionments of Regionalized Services as authorized under Education Code Section 56836.02;
- B.- Coordinate with LEA Member's in the development and implementation of a systematic method for referring and placing individuals with exceptional needs who reside in the Charter, including the methods and procedures for communication with the parents and/or guardians of the individuals according to procedures in the Local Plan;

~~\_\_\_\_\_~~ C. Coordinate the development and implementation of curriculum and program

~~\_\_\_\_\_~~ objectives and provide for continuous evaluation of the special education ~~\_\_\_\_\_~~ programs in accordance with the Local Plan;

D. Coordinate the organization and maintenance of the Special Education Community Advisory Committee (CAC) as part of the responsibility of the AU to coordinate the implementation of the plan pursuant to Education Code Section 56030. -Provide for the attendance of designated members of the AU's staff at all regularly scheduled Special Education Community Advisory Committee meetings;

~~\_\_\_\_\_~~ E. Coordinate community resources with those provided by LEA Member and the AU, including providing such contractual agreements as may be required;

F. Organize and maintain the Charter Special Education Steering Committee to monitor the operations of the Local Plan and make recommendations ~~for necessary revisions, including, but not limited to:~~ for necessary revisions, including, but not limited to:

1. Monitoring the application of eligibility criteria throughout the- Local Plan area;

~~\_\_\_\_\_~~ 2. Coordinating the implementation of the transportation for special ~~\_\_\_\_\_~~ education pupils;

3. Coordinating the system of data collection, management, and evaluation;-

~~\_\_\_\_\_~~ 4. Coordinating personnel development and curriculum development for ~~\_\_\_\_\_~~

~~\_\_\_\_\_~~ special education, including alternative dispute resolution;

~~\_\_\_\_\_~~ 5. Coordinating the identification, referral, assessment, instructional ~~\_\_\_\_\_~~

planning, and review procedures, including the communication with parents and/or legal guardians regarding rights and responsibilities for special education;

~~\_\_\_\_\_~~ 6. Developing interagency referral and placement procedures; and,

~~\_\_\_\_\_~~ 7. Evaluating the effectiveness of special education programs.

G. Support the Charter SELPA CEO Council by attendance and participation of the County Superintendent and/or designees and the Charter SELPA Executive Director at meetings;

~~\_\_\_\_\_~~ H. Provide for regular inservice training for AU and LEA Member staff responsible for the operation and conduct of the Local Plan. - Regular inservice training may also be provided to CAC representatives;

I. Provide the method and the forms to enable the LEA Member to report to the AU on student enrollment and program expenditures. -Establish and



maintain a pupil ~~information system;~~  
~~information system;~~

- J. Provide reasonable assistance to the LEA Member upon request from LEA Member administration, or individual cases, including but not limited to:
  - ~~1.~~ Complaint issues;
  - ~~2.~~ Hearing issues; and
  - ~~3.~~ Identification of appropriate programs for specific pupils.
- ~~K.~~ Perform other services reasonable and necessary to the administration and coordination of the Plan; -
- L. Receive special education funding and distribute funds in accordance with the Charter SELPA Allocation and Budget Plan. -
- M. Schedule a public hearing at the El Dorado County Office of Education for ~~—~~purposes of adopting the Annual Service Plan and Budget Plan.

## PROVISIONS OF THE AGREEMENT

- A. Consistent with this Agreement each LEA Member shall have full and exclusive authority and responsibility for classifying employment positions within their respective LEA Member.
- B. No LEA Member may enter into any agreement, MOU or other undertaking that would bind or limit independent decision making on the same or similar matters by any other LEA Member.
- C. The managerial prerogatives of any participating LEA Member shall not be infringed upon by any other participating LEA Member- except upon mutual consent of an affected LEA Member(s), or unless as otherwise set forth by this Agreement.
- D. Any LEA Member may terminate its Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:

\_\_\_\_\_1. Prior initial written notice of intended termination to the RLA-

of at least one year, and

\_\_\_\_\_2. final written notice of termination to the RLA no more than six months after the LEA Member's initial notice of intended termination.

\_\_\_\_\_The RLA County Superintendent of Schools may terminate any LEA Member's Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:

\_\_\_\_\_1. Prior initial written notice of intended termination to the LEA Member of at least one year, and

\_\_\_\_\_2. ~~final~~Final written notice of termination to the LEA Member no more than six months after the RLA's initial notice of intended termination.

\_\_\_\_\_3. Summary Termination:

Notwithstanding anything contained herein to the contrary, the Charter SELPA, in its sole discretion, may initiate and complete the termination process, as provided for herein, in accordance with standards and a reasonable summary timeline as determined by the Charter SELPA.

The summary standards and timeline as determined by the Charter SELPA shall, at a minimum, provide an LEA Member a reasonable opportunity for prior written notice and an opportunity to be heard.

Specifically the timeline and appeal process above does not preclude the Charter SELPA from initiating and completing the termination process in less than 12 months or by June 30th of the year immediately preceding the summary termination, if the member demonstrates:



- a) Egregious disregard of state and federal requirements to provide services to students, and/or
- b) Demonstrated systemic and material issues that would cause the Charter SELPA AU to make a finding of “going concern” based on leadership, programmatic and/or fiscal solvency that would cause Charter SELPA AU to believe the Charter SELPA would be harmed by the continued membership of the LEA.

- E. Funding received by a charter is subject to the elements of the allocation plan. ~~The allocation plan~~ Allocation Plan is updated on an annual basis and approved by CEO ~~council~~ Council. Funding is subject to administrative fees, set-aside provisions, differentiated funding in year 1 and year 2, and potential recapture provisions if funds are not spent. All of these details are outlined in the allocation plan document. Participants agree by signing this document to agree to the provisions of the allocation plan.
- F. In accordance with their needs, the LEA Members and the AU in El Dorado County shall continue to manage and operate programs in their respective LEAs in accordance with Education Code Section ~~56172~~ 56172.
- G. The Charter CEO Council shall have the responsibility and right to monitor and correct any special education matter which affects the Special Education Local Plan Area. The AU staff shall be responsible for coordinating and informing the governance structure on any such matter.
- H. The LEA Members and the AU will maintain responsibility for program administration for the service they provide. All administrative requirements that govern that unit will be in effect regarding special education services. The Superintendent and/or Administrators of Special Education in each LEA Member and in the AU will be responsible for the daily operation of their respective programs.
- I. The student program placement is and shall remain the responsibility of the respective LEA Member. Student admission and transfer shall be determined in accordance with the respective charter, SELPA and El Dorado County Board policies and the respective charter, SELPA and El Dorado County procedures established in accordance with the identification, assessment, instructional planning and placement set forth in the Local Plan. Nothing contained herein shall be interpreted as providing automatic transfer rights to parents or students. The charter enrolling any pupil shall have the exclusive right to approve placement in any other agency. Each LEA of service shall have the right to determine if such LEA is able to provide a free, appropriate public education for the pupil.
- J. Supervision and other incidents of employment of special education-

staff will be the responsibility of the respective LEA Member or AU.- Each LEA Member and the RLA shall have full exclusive and independent control over the development, change, implementation and application of all evaluation procedures their respective LEA Member or in the RLA as the case may be. -All LEA Members shall have full and exclusive authority to recruit, interview, and hire special education staff as needed by such LEA Member to provide continuity and service to their special education students.

- K. The Charter ~~Executive Committee shall review and make Allocation Plan recommendations. The Allocation Plan defines the distribution of funds within the SELPA.~~ CEO Council shall approve all Charter SELPA policies, administrative regulations, the Allocation Plan and material changes. There is a to the Local Plan. The El Dorado County Board of Education shall meet the legal requirement ~~for of~~ conducting a public hearing and ~~adoption of an adopting the~~ annual service plan and budget plan. ~~This shall be done annually by the El Dorado County Board of Education. This document~~ These documents shall be provided to the CEO Council as an information item at their next regularly scheduled meeting.

#### **WARRANTIES AND REPRESENTATIONS:**

As a condition of membership, each LEA Member warrants and represents that at no time during such LEA Member's membership in the El Dorado County Charter SELPA shall any such LEA Member, directly or indirectly, provide special education funding for the benefit of a for-profit entity. -All Funding provided through the El Dorado County Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA Member from expending funds for ~~non-public~~certified agency or certified non-public school purposes for the benefit of children served, in accordance with the approved Master Contract as noted in Education Code.

#### **STANDARD OF CONDUCT**

Each LEA Member, at all times, shall conduct itself in such a manner as to act in the best interests of all other Charter SELPA members. -LEA Members shall not engage in any activity or enterprise which would tend to injure or expose the Charter SELPA or any of its members to any significant risk of injury or any kind. No LEA Member shall undertake to independently act on behalf of the Charter SELPA or any of its members without express written authorization of the Charter SELPA.

#### **RESERVATION OF RIGHTS**

The RLA shall not be responsible for any LEA Member or Charter SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

#### **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, each LEA Member agrees to defend, indemnify, and hold harmless the SELPA and its individual other Members, El Dorado County

Office of Education, and the Superintendent, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arises in any manner from an actual or alleged failure by a LEA Member to fulfill one or more of the LEA Member's Obligations except to the extent that such suit arises from the RLA's negligence.-

Further, the El Dorado County Charter SELPA shall be responsible for holding harmless and indemnifying the RLA for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from the RLA's negligence.-

## **FULL DISCLOSURE**

Except as otherwise prohibited by law, upon request by the Charter SELPA or any of its members, a Charter SELPA member shall provide any requested information, documents, writings or information of any sort requested without delay.

## **Representations and Warranties**

### 1. Representations and Warranties:

As an inducement to, and in consideration for entering into this Agreement, the RLA specifically relies on the following express warranties and representations by LEA which LEA representative(s) who, by their signatures affixed below, declare that the following statements are true and correct:

For purposes of these representations and warranties, LEA may refer to an organization that manages and develops charter schools, but such representations and warranties shall only extend to the specific charter schools that are to be members of the EDCC, El Dorado County Charter SELPA.

1. Except as set forth on attached Exhibit "A," as of the date signed below:

- a. ~~LEA has no outstanding debts or accounts payable in excess of five thousand and no/100 dollars (\$5,000), accrued nor due and owing.~~
- b. ~~LEA has not and will not enter into any contract, lease nor other obligation for equipment, services, or personal or real property obligating the LEA to expend special education funds in excess of five thousand and no/100 dollars (\$5,000) extending beyond a 30 day period from the date of any such Agreement except as specifically approved in writing by SELPA/RLA.~~
- c. ~~LEA has no taxes (other than sales taxes) of any kind accrued or due and owing.~~
- d. ~~LEA has entered into no employment contract with anyone having a termination period of more than 30 days.~~

~~e. No LEA officer, employee, agent or representative of any sort has loaned or allowed LEA to use, on any basis, real or personal property (including money) belonging to any such officer, employee, agent or representative.~~

~~f.~~

a. To the knowledge of LEA, neither LEA nor any of its officers, employees, agents or representatives have any lawsuit or legal action of any kind, including bankruptcy, pending or threatened against them.-

~~b.g. No LEA officer, employee, agent or representative has or has had any financial relationship or dealings of any sort with any relative of any such officer, employee, agent or representative arising out of or related to LEA or its functions and activities.~~

~~h.~~ LEA has had this Agreement thoroughly reviewed by its legal counsel. LEA officers, employees, agents and/or representatives of the charter school adhere to California laws and regulations related to conflict of interest provisions.

EXHIBIT "A" (Representations and Warranties):

~~I. List Outstanding Debts and Accounts Payable (Accrued or Due and Owing):~~

~~II. List Current Leases, Contracts and Other Obligations for Equipment, Supplies, Services or Personal or Real Property:~~

~~III. List Current Taxes Accrued or Due and Owing:~~

~~IV. List Employment Contracts Having a Termination Period of More Than 30 Days Including Annual Amount, Term and Parties:~~

~~V. List Officer, Employee, Agent or Representative Loan To or Allowed Use of Real or Personal Property (Including Money) By LEA:~~

~~VI. List 1. Material Pending or Threatened Lawsuits Against LEA or Any of Its Officers, Agents, Employees, or Representatives Litigation, Claims and Assessments:~~

~~VII. List and Description of Dealings or Relationships by LEA Officers,~~

~~Agents, Employees or Representatives with Relatives of Such LEA Officers, Agents, Employees or Relatives:~~

~~LEA Member hereby represents and warrants that it has no material pending or threatened litigation, claims and assessments (excluding unasserted claims and assessments) against the LEA or any of its officers, agents, employees, or representatives. The term "material" used herein means items involving amounts exceeding \$10,000 individually or in the aggregate.~~

## CHAPTER IV

### POLICIES / PROCEDURES

The El Dorado County Charter SELPA has adopted Policies and Administrative Regulations as outlined on the list on page ~~38-~~27. The Policies set forth in full within this document are included to fulfill ~~local plan~~Local Plan document requirements.

Changes to Policies may be approved at any CEO Council meeting, as long as Brown Act notice requirements have been met.

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**El Dorado County Charter SELPA Policies**  
**and Administrative Regulations**

1.	Comprehensive Plan for Special Education	(5-22-14)	CEOP	AR
2.	Identification and Evaluation of Individuals for Special Education	(3-31-08)	CEOP	AR
3.	Individualized Education Program	(3-31-08)	CEOP	AR
4.	Procedural Safeguards and Complaints for Special Education	(3-31-08)	CEOP	AR
5.	Confidentiality of Student Records	(5-28-08)	CEOP	AR
6.	Part C – Transition	(5-28-08)	CEOP	
7.	Students with Disabilities Enrolled by their Parents in Private Schools	(5-28-08)	CEOP	
8.	Compliance Assurances	(5-22-14)	CEOP	
9.	Governance	(5-22-14)	CEOP	AR
10.	Personnel Qualifications	(5-28-08)	CEOP	AR
11.	Performance Goals and Indicators	(5-28-08)	CEOP	
12.	Participation in Assessments	(5-28-08)	CEOP	AR
13.	Supplementation of State and Federal Funds	(5-28-08)	CEOP	
14.	Maintenance of Effort	(5-28-08)	CEOP	AR



15.	Public Participation			
		<u>(5-22-14)</u>	<u>CEOP</u>	
16.	Suspension/Expulsion			
		<u>(5-28-08)</u>	<u>CEOP</u>	<u>AR</u>
17.	Access to Instructional Materials			
		<u>(5-28-08)</u>	<u>CEOP</u>	
18.	Overidentification and Disproportionality			
		<u>(5-28-08)</u>	<u>CEOP</u>	
19.	Prohibition of Mandatory Medicine			
		<u>(5-28-08)</u>	<u>CEOP</u>	
20.	Data			
		<u>(5-28-08)</u>	<u>CEOP</u>	
21.	Literacy			
		<u>(5-28-08)</u>	<u>CEOP</u>	
22.	Admission of LEAs to the Charter SELPA			
		<u>(5-22-14)</u>	<u>CEOP</u>	<u>AR</u>
23.	Behavioral Interventions for Special Education Students			
		<u>(5-28-08)</u>	<u>CEOP</u>	<u>AR</u>
24.-	Nonpublic, Nonsectarian School and Agency Services for Spec. Ed.	<u>(5-28-08)</u>	<u>CEOP</u>	<u>AR</u>
25.-	Conflict of Interest	<u>(9-16-10)</u>	<u>CEOP</u>	
26.	Termination of Membership	<u>(5-22-14)</u>	<u>CEOP</u>	

## DISPUTE RESOLUTION PROCESS POLICY

### Dispute Resolution Process Policy:

#### A.      Rationale

In order to ensure the continual delivery of quality services to children with disabilities, a process for dispute resolution over the responsibility for service provision, governance activities, program transfer, or the distribution of funding must be in place.

#### B.      Policy Statement

If a dispute arises over the responsibility for service provision, governance activities, program transfer, or the distribution of funding or if a ~~school district~~ charter LEA, group of ~~school districts~~ charter LEAs, or the county office believes that an action taken by the CHARTER SELPA Superintendents=CEO Council will create an undue hardship on the ~~district~~ member(s) or county office, or that the action taken exceeds the authority ~~granted the SELPA Superintendents= Council within the Local Plan and/or state or federal statute, the aggrieved district(s) or county office may request a review of the action at each level of the committee structure.~~

#### C.      Administrative Guidelines

granted the Charter SELPA CEO Council within the Local Plan and/or state or federal statute, the aggrieved charter(s) or county office may request a review of the action at each level of the committee structure.

The following committees may review and provide recommendations to the ~~Charter CEO Council:~~  
Charter CEO Council:

1.      Charter SELPA Steering Committee (limited to issues relating to service provisions)
2.      Charter SELPA Executive Committee

The Alternative Dispute Resolution process and techniques are available in the SELPA, and the Solutions Panel model could and would be applied upon request of any parties.

Upon exhaustion of the review procedure as provided for herein, any LEA Member may appeal to an Ad Hoc Committee made up of:

1. County Superintendent's Designee
2. Charter SELPA CEO
3. CEO of a Charter School selected by the County Superintendent's designee and the Charter SELPA CEO. The CEO of a charter school does not have to be a member of the El Dorado County Charter SELPA.

The Ad Hoc Committee for resolving the conflict shall decide the matter at their discretion by majority vote of Ad Hoc Committee members present and whose decision is final. No written record, findings of fact, nor conclusions of law shall be required of the Ad Hoc Committee. The decision of the Ad Hoc Committee shall be communicated with the parties involved and the CEO Council at the next regularly scheduled meeting.

## ASSURANCES

In accordance with Federal and State laws and regulations,

*[Insert Name of Charter School – if a CMO or partner with multiple schools, insert name of each and every charter school who is (or will be) a member of the El Dorado County Charter SELPA as of 7-1-15.]*

certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 *United States Code (USC)* 1400 et seq., and implementing regulations under 34 *Code of Federal Regulations (CFR)*, Parts 300 and 303, 29 *USC* 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California *Education Code*, Part 30 and Chapter 3, Division 1 of Title V of the *California Code of Regulations*.

Be it further resolved, the local educational agency (LEA) superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA office.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Yeas: \_\_\_\_\_                      Nays: \_\_\_\_\_

Signed: \_\_\_\_\_

Name and Title:     *[Insert Name and Title of CEO, Superintendent, or President of the Board of the Charter School]*



# Innovations Academy

Powerfully creating our lives through self-expression, compassionate connection and purposeful learning

10380 Spring Canyon Rd. San Diego, CA 92131 (858)271-1414

August 1, 2015

This letter is in response to the Site Visit Report for the 2013/14 and 2014/15 school years. The report was received on June 17, 2015. It is my intention to be in full compliance at all times and for Innovations Academy to be run efficiently and effectively. With this intent stated, I submit my review of the site visit report.

## **Academics**

In the first paragraph of the academic section, it is mentioned that we are located in the Scripps Ranch High Cluster. I am not sure of the purpose of this but it should be noted that the majority of our students do NOT come from Scripps Ranch schools.

In the “Academics” section for 2013-14, it should be noted that Innovations Academy added the use of ST Math in a blended learning model to support math instruction. Our students in grades 4-8 utilized the program Judo Math and received implementation training for the program while we completed a search for the curriculum that we wanted to purchase. For Language Arts, Innovations teachers initialized the use of a Writer’s Workshop model. Additionally, our whole staff completes rotating observations to support instruction and the entire staff visited Old Town Academy to observe instruction and collaborate. The staff received a training from Kathleen Gallagher (a district principal) on the use of Q4 PACCT, an observation tool that the staff began to use.

In the “Academics” section for 2014-15, the new curriculum implementation was mentioned but it needs to be noted that it was for grades 6-8. The name of that curriculum is Pearson CMP3 and includes the uses of MathXL, an online support tool. Our grades 3-5 continue to use the common core aligned Beast Academy math program from Art of Problem Solving. In addition, every classroom had a full time teacher assistant working in the class for the first time this year. We continue to use the Writer’s Workshop approach. We also continued use of the Q4 Observation Tool. Project Based Learning is, and has always been an integral part of our curriculum.

Also in the academics section it is stated that FreshGrade was used as a learning management system. Though FreshGrade is being designed as a learning management tool, we used it as a parent communication tool. It was a free collaboration with FreshGrade that will not continue. Other professional development that was crucial to the learning at Innovations Academy was that our whole staff participated in a common core aligned Math Solutions Professional Development called “Number Talks.”

Another crucial academic piece not mentioned in the report is the number of special education students attending IA. The district average is 11% and Innovations Academy ranges, depending on the time of year, between 20%-23% special education students. There are several reasons for this. Parents in the northern San Diego communities communicate with us that their students are being sacrificed to maintaining high test scores. The amount of benchmarking and sitting down to complete pencil and paper test preparation has created stress and aggravation. The number of students with diagnosed anxiety is on the rise. Students diagnosed with ADD and ADHD are having a difficult time sitting for that type of instruction. At IA, we teach self-regulation, allow students choice and voice in their learning and do not emphasize test taking and test preparation as a goal for learning nor do we consider extreme testing to be a part of an academically rigorous program. We consider testing only as a way that student progress is examined and feedback provided for the teacher.

## **Governance and Operations**

The governance and operations section of the report is extremely confusing. The information for both years is mixed up and is difficult to follow. It is not clear which comments apply to 2013-14 and which apply to 2014-15.

The third paragraph on page four (that begins with “The conflict of interest...”) suggests that due to a completion of the Biennial notice on 9/16/14 it is indicated that amendments are needed. I request further clarification about this comment.

As a follow up to the posting of evacuation maps: the necessary steps to remedy this issue were taken within one week of the visit. Maps were posted in all rooms in full view. We will continue to monitor this as to be fully compliant at all times.

It would be helpful if each year the district team could note issues from previous years that were remedied.

In the last paragraph of the Governance and Operations section it is stated, “Some files did not have a letter of statement...clearing individuals for employment.” In our 7 years of operation we have never had a piece of paper that clears individuals. We have a staff member assigned that reviews all paperwork, checking fingerprinting clearance before the paperwork is filed. We will immediately institute the use of a paper. It is my intent to make clear that we have always cleared our staff, we just never made an additional paper to say so.

In the same paragraph it says that one staff member had an expired TB test. I spoke with all office staff and they had no idea who this was nor do they remember mention of this at the site visit and we believe all of our TB tests are up to date. Please share with us the name of this person so I can verify.

## **Finance**

This section seems to mainly cover the 2013-14 school year but has a few 2015 dates mentioned. As with the Governance and Finance section, it would help to have the information in separate sections according to year.

In the paragraph beginning, “At the FY 2013-14...” the first sentence is written in the present tense which makes it sound like it is unclear about updates on policies. The last sentence of the paragraph makes it sound like you believe all has been remedied, but I think it would be helpful to have that clarified.

In the next paragraph beginning “Per the general ledger...”, I would like to note that payroll advances were granted twice.

In the next paragraph beginning “The school does...” would you be able to specify vendors that do not have a w-9? I would like to make sure we are in compliance but I can't find a vendor that does not have a w-9.

In the last paragraph on page 7, the sentence reads, “However it is not evident if the board reviewed and approved compliance reports such as the budget, unaudited actuals and interim reports before submitting to the district or to the state.” Our board always approves the budget, unaudited actuals and interim reports. The minutes from our board meetings should attest to this. Is there a way to find out where this confusion is coming from?

Thank you for your consideration of these matters. I appreciate the collaboration.

# Innovations Academy

Powerfully creating our lives through self-expression,  
compassionate connection and  
purposeful learning



## Hourly Employee Handbook 2015-16 School Year

10380 Spring Canyon Rd.  
San Diego, CA 92131  
[InnovationsAcademy.org](http://InnovationsAcademy.org)

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## **Welcome to Innovations Academy**

The following pages contain information regarding many of the policies and procedures of Innovations Academy. These policies are a condition of employment. Labor relation laws require that all employees maintain a written policy that is applied non-discriminately to all employees.

**Have questions or need assistance** reviewing this document? Please contact:

Christine Kuglen (Director) at (858)-271-1414

Christine@InnovationsAcademy.org

### Office hours:

Monday - Friday: 8:30am to 4:30pm

Saturday: Closed

Sunday: Closed

### Important Phone Numbers:

Main Office Line - (858) 271-1414

Christine Kuglen (619) 379-9275 (cell)

Donna Napier (619) 249-1415 (cell)

For life threatening emergencies, dial 911

### **Disclaimer**

This handbook is intended only to outline the employment policies, procedures and benefits of Innovations Academy. This manual is not intended to be all-inclusive and should not be considered to be an employment contract. Innovations Academy reserves the right to change employment policies, procedures, benefits or this manual at any time without notice. It is the responsibility of the employee to stay abreast of policy. Innovations Academy will make every effort to notify employees of any policy changes, additions or deletions. Said changes will immediately become a part of this manual.

## **Innovations Academy Mission Statement**

At Innovations Academy we powerfully create ourselves through self-expression, compassionate connection, and purposeful learning.

### **Career Opportunities:**

It is our desire to see each and every employee achieve their highest potential through our mission. We will do our best to provide opportunities and offer training, education, and guidance whenever possible. Stay in communication with the Director regarding professional development.

### **Open Door Policy:**

It is our objective to provide a work environment free from elements that would deter employees from performing their best work. All concerns may be expressed through our open door policy. The Director at Innovations Academy maintains this open door policy to discuss any issues you may have. Feel free to express yourself about work related or personal matters. Your input is welcome.

### **Code of Conduct:**

Employees of Innovations Academy are to conduct themselves in a responsible, professional, and ethical manner. Report unethical or dishonest behavior to the Director.

Reported activities will be investigated by Innovations Academy administrative staff. The appropriate means for resolution will be determined. Employees found to be conducting themselves in an unethical manner may be subject to appropriate disciplinary action, up to and including termination.

## **Employment Expectations**

Teacher Assistants are expected to know and follow the “Teacher Assistant Expectations” for the 15-16 school year (located in the Teacher’s Assistant Welcome packet.) All TA’s are expected to seek help for any area of the expectations that are unclear or challenging during any point in the year. Expectations will be reviewed during staff development.

## **Policies and Procedures**

### **Equal Opportunity Employment:**

Employees are hired based solely on Innovations Academy personnel requirements and the qualifications of each individual position.

We will not tolerate nor condone discrimination due to age, race, color, religion, sex, national origin or disability. We will comply with the spirit and letter of all local, state and federal laws pertaining to employment. Furthermore, we will not discriminate due to age, race, color, religion, sex, national origin or disability when making decisions regarding termination of employees.

Any questions or concerns regarding any aspect of this policy should be directed to the Director.

**Eligibility For Employment:**

Federal law requires both new employees and re-hires to provide documentation of eligibility to work in the United States plus proper identity. A properly submitted form I-9 is required for employment.

**Familial Employment:**

Innovations Academy does allow family members and relatives of employees to be considered for employment, provided they are qualified for the position and no other conflict of interest exists. Hiring decisions will be the exclusive responsibility of the Director.

**Part-Time Employment:**

Innovations Academy does offer part-time employment positions. Direct all questions regarding part time positions to the Director.

**Criminal Convictions:**

Criminal convictions are taken seriously at Innovations Academy. We reserve the right to disqualify any applicant for employment that has been convicted of a criminal offense.

Furthermore, conviction of a crime may result in an automatic termination. Innovations Academy will make every effort to evaluate the nature and circumstances of the conviction. With the safety and well-being of co-workers at stake, convicted employees may be subject to appropriate disciplinary action, up to and including termination.

**Violence:**

Threats of violence and acts of violence are strictly prohibited. Employees threatening or committing acts of violence will be subject to appropriate disciplinary action, up to and including termination. Report any such activity to your immediate supervisor or the Director.

**Weapons:**

Weapons are generally defined as guns, knives and other objects universally considered a weapon by the vast majority of society. A "weapon" can also be any object which would do harm to another when used as such. Innovations

Academy shall deem any such object a “weapon” for the purpose of enforcing of this policy.

Possession of weapons is prohibited on company property and while on duty performing company business at any location. Any employee on duty or on company premises in possession of a weapon will be subject to appropriate disciplinary action, up to and including termination. Report any weapon possession to your immediate supervisor or the Director.

### **Alcohol, Drugs & Illegal Substance Abuse:**

Possession of alcohol, illegal drugs or other illegal substances is not permitted on company property, or while on duty in the employment of Innovations Academy. Furthermore, employees are not permitted to report for duty while under the influence of alcohol, illegal drugs or other illegal substances. Employees failing to adhere strictly to this policy will be subject to disciplinary action, up to and including termination. Report any suspicious activity to the Director.

### **Drug Testing:**

Innovations Academy does not tolerate the use of alcohol or nonprescription drugs on company premises or during work hours at any other employment location as required by Innovations Academy. If an employee is suspected of working while under the influence of illegal drugs and/or alcohol, the employee may be suspended and required to submit to a drug and/or alcohol test. Suspension shall be without pay until the results of the test are obtained by Innovations Academy. If the results are negative, the employee will be reinstated and compensated for normal hours of work missed as a result of the suspension. Positive test results may result in termination of employment.

All employees and prospective employees are hereby notified that test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug testing. Results will be sent to federal agencies as required by federal law. In all other instances every reasonable effort will be made by Innovations Academy to protect the confidentiality of the information.

### **Sexual and Other Unlawful Harassment:**

It is the objective of Innovations Academy to provide a working environment free from discrimination and conduct commonly referred to as sexual harassment.

The E.E.O.C. (Equal Employment Opportunity Commission) has provided a broad definition of sexual harassment. It is general in nature and may not always be clear when evaluating everyday situations.

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.”

Sexual harassment refers to behavior inappropriate in the workplace because it is offensive, unwelcome behavior which would not occur but for the gender of the offended person. Both sexual harassment, and accusations of sexual harassment, are disrupting to the work environment.

If you or a co-worker experience what you believe to be sexual harassment or accusations of sexual harassment, report it promptly to the Director. Innovations Academy will investigate any employee, regardless of job position when such allegations are made. Based on available information, Innovations Academy will take appropriate action and communicate on a need-to-know basis.

Appropriate disciplinary action, up to and including termination will be taken against any individual for sexual harassment charges determined to be valid.

**Domestic Violence Statement:**

Innovations Academy recognizes that domestic violence can have an adverse impact on employee job performances and may also impact co-worker's performance.

Innovations Academy will assist employees affected by domestic violence, both the victim and the abuser within reasonable guidelines. Information will remain confidential as long as the safety of others is not at risk.

**At-Will Employment:**

Employment with Innovations Academy is on an "At-Will" basis which means that employment can be terminated by either the employer or employee at any time for any reason or for no reason at all.

This understanding is explicit and unaffected by any statements, comments, terms or agreements, express or implied, verbal or written unless approved by the Board of Directors of the Innovations Academy.

Employees choosing to terminate their employment with Innovations Academy are required to return all school property to the staff director before leaving the premises on their final day of employment. Upon receipt of all school owned property, the employee will receive their final paycheck.

Innovations Academy may terminate employment at any time for any reason. If an employee is terminated for a severe violation of policy they will be escorted from the premises immediately. Any personal property, plus their final paycheck will be given to the employee upon receipt of all school owned property.

The Director will provide opportunity to all employees leaving Innovations Academy to have an exit interview. Request for exit interviews must be made with reasonable time for the Director to schedule the interview.

**Severance:**

Innovations Academy does not offer severance benefits for employees terminating employment for any reason.

**Personnel File:**

Innovations Academy maintains a confidential personnel file for each employee. Files are controlled by the Director. Consult with the Director in order to view or obtain a copy of your file. These files are the property of Innovations Academy, no documents may be altered or removed by the employee. Every reasonable effort is made to keep the information confidential, access is limited to staff members who require access to perform their job functions. Copies will not be distributed to any third party unless mandated to do so by a court of law.

**Attendance:**

Punctual attendance is mandatory for efficient job performance. If you are not going to arrive on time, please call or text the Director to communicate this information.

Absence from work for a teacher assistant impacts the lives of many people. In case of absence for any reason, notify the Director as well as the front office immediately. Best notification takes place the night before by 9pm to the Director's cell phone (619-379-9275).

Poor attendance, absence without notification or habitual tardiness will be subject to appropriate disciplinary action, up to and including termination.

**Work Schedule Requirements:**

The work schedule for Teacher Assistants is 9:00 a.m. to 3:30 p.m. Monday - Thursday and Friday 9:00am to 2:30pm. Unless otherwise agreed upon by staff and administration, all staff are expected to be on campus during these work hours. Due to budget constraints, extra hours are not permitted

At Innovations Academy our students participate in overnight field trips. Teacher Assistants have the OPTION to attend overnight field trips. See below for compensation information.

**Lunch Break:**

Teacher Assistants perform lunch/recess duty 3-4 times a week. If a TA has lunch duty, they will take their 45 minutes lunch break after their lunch duty. If they do not have lunch duty, they will take their lunch break at the same time as the teacher and students.

**Parking:**

Innovations Academy employees are required to park in the employee parking area (northeast small lot). All other parking is reserved for families and visitors.

**Feedback/suggestions:**

All staff are encouraged to submit suggestions, comments or new ideas which may benefit the school. If you wish to remain anonymous, every precaution will be made to preserve your privacy. Feedback/suggestions can be placed in the Directors mailbox or email.

**Workplace Dress Code:**

Innovations Academy encourages employees to dress comfortably in attire appropriate for working with children.

**Medical Attention:**

Innovations Academy requires employees to notify a supervisor when medical attention is required for any reason, accident or illness. Transportation and medical costs are the responsibility of the employee.

**Compensation:**

Innovations Academy employs both hourly and salaried employees. Hourly rates are stated in contracts signed upon hiring.

**Overnight Field Trips:**

Innovations Academy participates in overnight field trips. Teacher Assistant attendance is **optional** for overnight stays. If you elect to participate in overnight field trips, you will be paid 6 hours per day and you will receive a \$50.00 stipend per night.

**Wage and Salary Disclosure:**

Compensation programs are confidential between the employee and Innovations Academy. Disclosure of wages or compensation to any third party or other employee is prohibited and could be grounds for termination.

**Payroll Schedules:**

Employees are paid semi-monthly. Paydays are the 15<sup>th</sup> and the last day of the month. In the event payday falls on a weekend, paychecks will be distributed the Friday prior. Employees are encouraged to enroll in automatic deposit. Paychecks shall be distributed or deposited according to this section. Federal, state and any other required taxes will be withheld from wages as will any voluntary deductions.



**Payroll Deductions for Federal Tax, State Tax, FICA and Medicare:**

As required by law, Innovations Academy withholds taxes from employee earnings, as well as social security (FICA) and Medicare. Innovations Academy also participates in matching programs as required.

**IRA's - Individual Retirement Accounts:**

Innovations Academy encourages employees to plan for retirement. IRA saving programs offer the employee advantages for retirement as well as tax savings at the time of purchase. Contact the Director for details and information regarding automatic payroll deductions.

**Performance & Evaluation Reviews:**

Performance Evaluations have been the source of considerable dissatisfaction for teachers and staff in traditional school settings because of the many shortcomings that have plagued the system. At Innovations Academy we recognize the need for full participation in goal setting and evaluation by our staff with the objective of continuously working to perfect our practice as professional educators.

Please note: our At-Will contract supersedes any evaluation process. Successful participation in the performance evaluation process does not guarantee that a contract will be renewed. The intention is to provide support to staff for continual professional growth.

**Reimbursement of Expenses:**

Expenses to be reimbursed by Innovations Academy must be approved in writing prior to expenditure. To receive reimbursement you must furnish two items: receipts for all expenses (other than per diem or mileage) and a properly completed expense form (available from Donna).

We appreciate your approved expenditures on behalf of Innovations Academy and will make every effort to reimburse you in a most timely fashion.

If you require an advance for expenses, see Donna.

**Reporting Personal Information Changes:**

Employees must notify the Director whenever there is a change in their personal information on file with Innovations Academy. This includes address, phone number, income tax withholding information, emergency contacts and if applicable, any information which may impact your insurance coverages.

**Personal Property:**

Innovations Academy is not responsible for personal property of employees in facilities, vehicles or parking areas.

**Personal Safety:**

At Innovations Academy the safety of our employees is a top priority. We will make every effort possible to ensure the safest working environment possible. If you have suggestions or concerns discuss them with the Director. If you feel you are in danger performing your job duties, stop working and report the hazard immediately.

**Food & Beverage:**

Without exception, food and beverage is strictly prohibited within immediate proximity of any computers, servers and related hardware. All rules regarding food and drinks for students will also apply for all adults.

**Smoking:**

Smoking is not allowed in Innovations Academy facilities or anywhere on campus.

### **School Property**

**Confidential Information Security:**

As a matter of course employees of Innovations Academy will have access to confidential information. This information includes, but is not limited to, student information, personal family information and school matters. It is a condition of employment that you not disclose this information to third parties during or after employment. Disclosure of Innovations Academy confidential information without express written approval is prohibited.

**Classroom Conditions:**

It is the responsibility of each class to maintain the cleanliness and order in their room AND the surrounding area outside the classroom door and around the picnic table including all items left behind by students, the class microwave, old lunch materials etc. Teachers are encouraged to create a class structure in which students will actively participate in the upkeep of their classrooms. It is important that teacher assistants reinforce and hold themselves and the students accountable for the structure instituted by the teacher.

**Facilities Security:**

It is the responsibility of all employees to make sure the facilities and work areas are secure. Any employee entrusted with facility keys shall make certain the facility is secure when that employee is the last to leave. If the building is accessed on the weekend, the security of the facility is of utmost importance. This includes, but is not limited to, turning off appropriate lights and closing and locking all doors and windows, signing in and out with SDUSD police, and locking gates. Report any potential security risks.

**Office Supplies, Postage & School Accounts:**

Innovations Academy postage, postage systems, shipping accounts and accounts with various vendors and suppliers are to be used for school purposes only. Improper use of these items may result in appropriate disciplinary action, up to and including termination.

**School Equipment:**

School property, such as laser printers, copiers, computers, projectors, cameras, doc cams and all tools, are to be used for Innovations Academy purposes only. Inappropriate use of school property may result in appropriate disciplinary action, up to and including termination.

**Conservation and Recycling:**

Conserving energy and resources is a priority at Innovations Academy. Employees are required to conserve power and water in all reasonable ways. Recycling containers are provided throughout the facility for collection. Containers are marked for various materials. Please be certain to separate all recyclables and put them into the appropriate containers.

**Computer Related****Computers and Related Equipment:**

Innovations Academy provides employees access to computers, printers and other equipment on an as-needed basis, to perform their job requirements. Employees are required to maintain their computers and related equipment in good working order. If any of your equipment needs service, repair or maintenance, notify the staff director immediately. Employees shall not use school systems to knowingly violate any city, state or federal laws. School equipment shall not be used to store or display images depicting violence, sexually explicit material or racially offensive material. Software installed on school computers must be properly licensed and installed at the direction of the Administration.

**Internet:**

Innovations Academy will comply with any reasonable requests from law enforcement to review internet activities of any employee. While accessing the internet, employees should be fully aware of the global reach of the media. Employees are required to maintain a high level of dignity and be mindful that they represent Innovations Academy to the world at large while online.

**Email & Electronic Communication:**

Teacher Assistants are not to communicate electronically or via phone with parents or students. "School to home" messages should be sent from the teacher's school email. If a teacher needs a TA to send a message, it should

sent from the teacher's school email and the message should be signed as being sent from the TA.

### **Policies for Leave of Absence**

#### **Sick Leave:**

Innovations Academy uses a Lump Sum Method for our paid sick leave policy. Employees are provided 24 hours of paid sick leave per year and may use paid sick leave after their 60<sup>th</sup> day of employment. At the end of employment with Innovations Academy, employees will not be paid for unused sick leave days.

Notify the Director in advance when you plan to use sick leave for scheduled medical procedures or doctor appointments.

If you are sick and unable to attend work or if you must leave before the end of your shift because of illness, notify the Director immediately.

#### **Personal Time Off:**

Innovations Academy does not offer paid personal time as part of compensation packages.

#### **Short-Term Disability Leave:**

Innovations Academy offers short term disability benefits to eligible employees for extended illness or injury when the employee is deemed unable to perform their job duties for more than 5 consecutive scheduled workdays. Short term disability leave benefits are earned at a rate of one day of paid leave for every 2 completed calendar months worked. Eligible employees can earn up to six days of short term disability leave per year. Unused short term disability leave may not be carried to the next year. At the end of employment with Innovations Academy, employees will not be paid for unused short term disability leave days.

Notify the Director in advance when you plan to use short term disability leave for scheduled medical procedures or pregnancy related disability. Innovations Academy reserves the right to verify any employees inability to perform job duties through consultation with medical experts selected by Innovations Academy

#### **Unpaid Family & Medical Leave:**

Innovations Academy employees are eligible to take unpaid leave as per the terms of The Family and Medical Leave Act of 1993. Consult with the Director for details and notify your immediate supervisor if you choose to take this unpaid leave of absence.

#### **Personal Leave of Absence:**

Innovations Academy will make every reasonable effort to consider personal leaves of absence. Apply for unpaid personal leave of absence authorization from the Director. Many factors are considered when determining eligibility for

personal leave of absence and is granted or denied solely at the discretion of Innovations Academy. When granted, the maximum allowable is 20 days per calendar year.

**Funeral Leave:**

Innovations Academy will provide reasonable time off for employees to attend funerals of friends and loved ones. In the event of a death of an immediate family member (parent, child, spouse/significant other, sibling) of the employee, up to three days paid time off may be granted to attend to family matters and funeral arrangements. Additional unpaid time off may also be granted. Contact the Director concerning your specific needs.

**Jury Duty:**

Notify your immediate supervisor if you are summoned for jury duty. Time off from work will be granted as necessary in compliance with applicable law.

**Benefits**

**Overview:**

Benefits provided to employees are provided at the will of Innovations Academy and Innovations Academy reserves the right to modify or eliminate benefits without notice under conditions of law. The benefits listed herein are intended to be a general description only. Details of specific benefits are outlined in the documentation for the benefit program.

**Eligibility:**

To qualify for benefits an employee must be considered full time (30 hours or more) and have completed a minimum of ninety (90) days continuous employment with Innovations Academy. Full time employees are employees who have been assigned a regular 30 hour or more per week work shift. Employees scheduled for less than 30 hours weekly are not eligible. Innovations Academy reserves the right to, without notice, revise these eligibility requirements. If you have questions contact the Director.

**Group Medical Insurance:**

Innovations Academy provides medical, dental and vision benefits to full time employees and their dependents. Details of the plans are available through the Administration. Notice:

Plan details may change without notice.

**Life Insurance Policies:**

Innovations Academy does not offer life insurance policies to employees at this time.

**401K Plan:**

Innovations Academy does not offer a 401K plan at this time. We do offer participation in an employee-initiated 403b. See the Director for details.

**Retirement:**

All classified staff will participate in the federal social security program.

**Worker's Compensation:**

State and federal law governs eligibility requirements. All premium costs are paid by Innovations Academy. Claims are paid directly to employees. All employees are expected to return to work immediately upon release by their physician. Employees are required to report job-related injuries immediately. Failure to comply could result in difficulty with the employee's claim. Report all accidents or injuries to your immediate supervisor.

### **Conflict Resolution Policy**

**Communication/Conflict/When Something Isn't Working for You Policy:**

The solution to most problems is often found through communication. We first model our 8togreat Highways by going straight to the source. We can also use NVC language and conflict resolution techniques to assist. The administration will make every reasonable effort to assist in solving problems or disputes amongst employees.

We recommend the following steps:

- For disputes between employees, first discuss the problem between the two employees and make every attempt to resolve it.
- If no resolution is reached, both employees together approach the director or school counselor to participate in the resolution.
- If a resolution is not reached, additional administration will be asked to participate in the resolution.
- If there is an ongoing need, the director will consult with Roots and Wings, an NVC expert or other mediator to introduce professional mediation into the situation.

- If the discomfort is with the director, the staff member will alert the director via personal conversation, email or a note (see Feedback Form) left in the director's mailbox. If desired the staff member can find another staff member or the school counselor to assist in the discussion.
- If the situation does not resolve, then mediation with Roots and Wings, an NVC professional or other mediator will support the development of open communication.
- Use the Feedback Form to encourage the process. This form is can be found in the Teacher's Assistant Welcome packet.

**Acknowledgement**

I have read this policies outlined in this handbook. I understand that while this is not an employment contract I am bound to abide by the policies set herein.

I further understand that Innovations Academy may modify, revise and update this manual at any time. I am also aware that this updating may include additions or deletions.

I also certify that I have had ample time to discuss this handbook and its contents with Innovations Academy administration and I fully understand the contents.

With this knowledge I accept the policies outlined herein as a condition of employment.

---

Printed Name

Employee Signature

Date

Innovations Academy reserves the right to make changes to this handbook for the purpose of modifying, revising and updating school policy and this manual. Notice of changes will be sent to all employees and become a part of this manual. Violation of any school policy may result in immediate termination.



# Innovations Academy

Powerfully creating our lives through self-expression,  
compassionate connection and  
purposeful learning



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## Employee Handbook 2015-16 School Year

10380 Spring Canyon Rd.  
San Diego, CA 92131  
[InnovationsAcademy.org](http://InnovationsAcademy.org)

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# **Welcome to Innovations Academy**

The following pages contain information regarding many of the policies and procedures of Innovations Academy. These policies are a condition of employment. Labor relation laws require that all employees maintain a written policy that is applied non-discriminately to all employees.

**Have questions or need assistance** reviewing this document? Please contact:

Christine Kuglen (Director) at (858)-271-1414

Christine@InnovationsAcademy.org

## **Office hours:**

Monday - Friday: 8:00am to 4:30pm

Saturday: Closed

Sunday: Closed

## **Important Phone Numbers:**

Main Office Line - (858) 271-1414

For life threatening emergencies dial 911

## **Disclaimer**

This handbook is intended only to outline the employment policies, procedures and benefits of Innovations Academy. This manual is not intended to be all-inclusive and should not be considered to be an employment contract. Innovations Academy reserves the right to change employment policies, procedures, benefits or this manual at any time without notice. It is the responsibility of the employee to stay abreast of policy. Innovations Academy will make every effort to notify employees of any policy changes, additions or deletions. Said changes will immediately become a part of this manual.

## **Innovations Academy Mission Statement**

At Innovations Academy we powerfully create ourselves through self-expression, compassionate connection, and purposeful learning.

## **Career Opportunities**

It is our desire to see each and every employee achieve their highest potential through our mission. We will do our best to provide opportunities and offer training, education, and guidance whenever possible. Stay in communication with the Director regarding professional development.

## **Open Door Policy**

It is our objective to provide a work environment free from elements that would deter employees from performing their best work. All concerns may be expressed through our open door policy. The Director at Innovations Academy maintains this open door policy to discuss any issues you may have. Feel free to express yourself about work related or personal matters. Your input is welcome.

## **Code of Conduct**

Employees of Innovations Academy are to conduct themselves in a responsible, professional, and ethical manner. Report unethical or dishonest behavior to the Director.

Reported activities will be investigated by Innovations Academy administrative staff. The appropriate means for resolution will be determined. Employees found to be conducting themselves in an unethical manner may be subject to appropriate disciplinary action, up to and including termination.

## **Employment Expectations**

Teachers are expected to know and follow the "Teacher Employment Expectations for the 15-16 school year found at the end of this handbook\*\*". All teachers are expected to seek help for any area of the expectations that are unclear or challenging during any point in the year. Expectations will be reviewed by staff during staff development.

## **Policies and Procedures**

### **Equal Opportunity Employment:**

Employees are hired based solely on Innovations Academy personnel requirements and the qualifications of each individual position.

We will not tolerate nor condone discrimination due to age, race, color, religion, sex, national origin or disability. We will comply with the spirit and letter of all local, state and federal laws pertaining to employment. Furthermore, we will not discriminate due to age, race, color, religion, sex, national origin or disability when making decisions regarding termination of employees.

Any questions or concerns regarding any aspect of this policy should be directed to the Director.

**Eligibility For Employment:**

Federal law requires both new employees and re-hires to provide documentation of eligibility to work in the United States plus proper identity. A properly submitted form I-9 is required for employment.

**Familial Employment:**

Innovations Academy does allow family members and relatives of employees to be considered for employment, provided they are qualified for the position and no other conflict of interest exists. Hiring decisions will be the exclusive responsibility of the Director.

**Part-Time Employment:**

Innovations Academy does offer part-time employment positions. Direct all questions regarding part time positions to the Director.

**Criminal Convictions:**

Criminal convictions are taken seriously at Innovations Academy. We reserve the right to disqualify any applicant for employment that has been convicted of a criminal offense.

Furthermore, conviction of a crime may result in an automatic termination. Innovations Academy will make every effort to evaluate the nature and circumstances of the conviction. With the safety and well -being of co-workers at stake, convicted employees may be subject to appropriate disciplinary action, up to and including termination.

**Violence:**

Threats of violence and acts of violence are strictly prohibited. Employees threatening or committing acts of violence will be subject to appropriate disciplinary action, up to and including termination. Report any such activity to your immediate supervisor or the Director.

**Weapons:**

Weapons are generally defined as guns, knives and other objects universally considered a weapon by the vast majority of society. A "weapon" can also be any object which would do harm to another when used as such. Innovations Academy shall deem any such object a "weapon" for the purpose of enforcing of this policy.

Possession of weapons is prohibited on company property and while on duty performing company business at any location. Any employee on duty or on company premises in possession of a weapon will be subject to appropriate

disciplinary action, up to and including termination. Report any weapon possession to your immediate supervisor or the Director.

### **Alcohol, Drugs & Illegal Substance Abuse:**

Possession of alcohol, illegal drugs or other illegal substances is not permitted on company property, or while on duty in the employment of Innovations Academy. Furthermore, employees are not permitted to report for duty while under the influence of alcohol, illegal drugs or other illegal substances. Employees failing to adhere strictly to this policy will be subject to disciplinary action, up to and including termination. Report any suspicious activity to the Director.

### **Drug Testing:**

Innovations Academy does not tolerate the use of alcohol or nonprescription drugs on company premises or during work hours at any other employment location as required by Innovations Academy. If an employee is suspected of working while under the influence of illegal drugs and/or alcohol, the employee may be suspended and required to submit to a drug and/or alcohol test. Suspension shall be without pay until the results of the test are obtained by Innovations Academy. If the results are negative, the employee will be reinstated and compensated for normal hours of work missed as a result of the suspension. Positive test results may result in termination of employment.

All employees and prospective employees are hereby notified that test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug testing. Results will be sent to federal agencies as required by federal law. In all other instances every reasonable effort will be made by Innovations Academy to protect the confidentiality of the information.

### **Sexual and Other Unlawful Harassment:**

It is the objective of Innovations Academy to provide a working environment free from discrimination and conduct commonly referred to as sexual harassment.

The E.E.O.C. (Equal Employment Opportunity Commission) has provided a broad definition of sexual harassment. It is general in nature and may not always be clear when evaluating everyday situations.

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when

submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or

such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.”

Sexual harassment refers to behavior inappropriate in the workplace because it is offensive, unwelcome behavior which would not occur but for the gender of the

offended person. Both sexual harassment, and accusations of sexual harassment, are disrupting to the work environment.

If you or a co-worker experience what you believe to be sexual harassment or accusations of sexual harassment, report it promptly to the Director. Innovations Academy will investigate any employee, regardless of job position when such allegations are made. Based on available information, Innovations Academy will take appropriate action and communicate on a need-to-know basis.

Appropriate disciplinary action, up to and including termination will be taken against any individual for sexual harassment charges determined to be valid.

#### **Domestic Violence Statement:**

Innovations Academy recognizes that domestic violence can have an adverse impact on employee job performances and may also impact co-worker's performance.

Innovations Academy will assist employees affected by domestic violence, both the victim and the abuser within reasonable guidelines. Information will remain confidential as long as the safety of others is not at risk.

#### **At-Will Employment:**

Employment with Innovations Academy is on an "At-Will" basis which means that employment can be terminated by either the employer or employee at any time for any reason or for no reason at all.

This understanding is explicit and unaffected by any statements, comments, terms or agreements, express or implied, verbal or written unless approved by the Board of Directors of the Innovations Academy.

Employees choosing to terminate their employment with Innovations Academy are required to return all school property to the staff director before leaving the premises on their final day of employment. Upon receipt of all school owned property, the employee will receive their final paycheck.

Innovations Academy may terminate employment at any time for any reason. If an employee is terminated for a severe violation of policy they will be escorted from the premises immediately. Any personal property, plus their final paycheck will be given to the employee upon receipt of all school owned property.

The Director will provide opportunity to all employees leaving Innovations Academy to have an exit interview. Request for exit interviews must be made with reasonable time for the Director to schedule the interview.



**Severance:**

Innovations Academy does not offer severance benefits for employees terminating employment for any reason.

**Personnel File:**

Innovations Academy maintains a confidential personnel file for each employee. Files are controlled by the Director. Consult with the Director in order to view or obtain a copy of your file. These files are the property of Innovations Academy, no documents may be altered or removed by the employee. Every reasonable effort is made to keep the information confidential, access is limited to staff members who require access to perform their job functions. Copies will not be distributed to any third party unless mandated to do so by a court of law.

**Attendance:**

Punctual attendance is mandatory for efficient job performance. All teachers must be on campus M-Th between the hours of 8:30 a.m. and 4:00 p.m and Friday 8:30-3:30(except when explicitly noted in expectations). If you are not going to arrive on time, please call or text the Director to communicate this information.

Absence from work for a teacher impacts the lives of many people. In case of absence for any reason, notify the Director as well as the front office immediately. Best notification takes place the night before by 9pm to the Director's cell phone (619-379-9275). Teachers are responsible for coordinating and scheduling with a substitute from our list of approved personnel. If assistance is necessary, please contact the director immediately.

Poor attendance, absence without notification or habitual tardiness will be subject to appropriate disciplinary action, up to and including termination.

**Work Schedule Requirements:**

The work schedule for full time staff are from 8:30 a.m. until 4:00 p.m Monday - Thursday and Friday 8:30-3:30 as well as all school functions that take place in the evenings (such as but not limited to: Exhibition Nights, Student Conferences, Fundraisers, Parent Information Sessions etc.) and staff meetings scheduled during the week. Unless otherwise agreed upon by staff and administration, all staff are expected to be on campus during these work hours.

The work schedule for most teacher assistants is M-F 9:00-3:30. All other part time staff work on a schedule determined by contract.

**Staff Meetings:**

Staff Meetings, grade level meetings and team meetings take place on Mondays (1:00-3:45). Unless otherwise agreed upon, all staff are expected to be present. It is the responsibility of each staff member to know their meeting schedules and to be an active participant in the ongoing development of a creative work environment.

**Parking:**

Innovations Academy employees are required to park in the employee parking area. All other parking is reserved for families and visitors.

**Feedback/suggestions:**

All staff are encouraged to submit suggestions, comments or new ideas which may benefit the school. If you wish to remain anonymous, every precaution will be made to preserve your privacy. Feedback/suggestions can be placed in the Directors mailbox or email.

**Lunch Break:**

Aides are provided so that teachers may take a lunch break. Teachers may be asked to participate one day per week in the supervision on the lunch court.

**Workplace Dress Code:**

Innovations Academy encourages employees to dress comfortably in attire appropriate for working with children.

**Medical Attention:**

Innovations Academy requires employees to notify a supervisor when medical attention is required for any reason, accident or illness. Transportation and medical costs are the responsibility of the employee.

**Compensation:**

Innovations Academy employs both hourly and salaried employees. All salaries are stated in contracts signed upon hiring.

**Wage and Salary Disclosure:**

Compensation programs are confidential between the employee and Innovations Academy. Disclosure of wages or compensation to any third party or other employee is prohibited and could be grounds for termination.

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Performance Evaluations have been the source of considerable dissatisfaction for teachers in traditional school settings because of the many shortcomings that have plagued the system. There is no evidence that performance evaluations enhance a teacher's ability nor is there evidence that they improve learning. At Innovations Academy we recognize the need for full participation in goal setting

and evaluation by our staff with the objective of continuously working to perfect our practice as professional educators.

Please note: Our At-Will contract supersedes any evaluation process. Successful participation in the performance evaluation process does not guarantee that a contract will be renewed. The intention is to provide support to staff for continual professional growth.

**Reimbursement of Expenses:**

Expenses to be reimbursed by Innovations Academy (see expense protocol below) must be approved in writing prior to expenditure. To receive reimbursement you must furnish the Program Manager in charge of expenses with two items: receipts for all expenses (other than per diem or mileage) and a properly completed expense form (available from Donna).

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It is the responsibility of all employees to make sure the facilities and work areas are secure. Any employee entrusted with facility keys shall make certain the facility is secure when that employee is the last to leave. If the building is accessed on the weekend, the security of the facility is of utmost importance. This includes, but is not limited to, turning off appropriate lights and closing and locking all doors and windows, signing in and out with SDUSD police, and locking gates. Report any potential security risks

**Office Supplies, Postage & School Accounts:**

Innovations Academy postage, postage systems, shipping accounts and accounts with various vendors and suppliers are to be used for school purposes only. Improper use of these items may result in appropriate disciplinary action, up to and including termination.

**School Equipment:**

School property, such as laser printers, copiers, computers, projectors, cameas, doc cams and all tools, are to be used for Innovations Academy purposes only. Inappropriate use of school property may result in appropriate disciplinary action, up to and including termination.

**Conservation and Recycling:**

Conserving energy and resources is a priority at Innovations Academy. Employees are required to conserve power and water in all reasonable ways. Recycling containers are provided throughout the facility for collection. Containers are marked for various materials. Please be certain to separate all recyclables and put them into the appropriate containers.

**Computer Related****Computers and Related Equipment:**

Innovations Academy provides employees access to computers, printers and other equipment on an as-needed basis, to perform their job requirements. Employees are required to maintain their computers and related equipment in

good working order. If any of your equipment needs service, repair or maintenance, notify the staff director immediately. Employees shall not use school systems to knowingly violate any city, state or federal laws. School equipment shall not be used to store or display images depicting violence, sexually explicit material or are racially offensive material. Software installed on school computers must be properly licensed and installed at the direction of the Administration.

**Internet:**

Innovations Academy will comply with any reasonable requests from law enforcement to review internet activities of any employee. While accessing the internet, employees should be fully aware of the global reach of the media. Employees are required to maintain a high level of dignity and be mindful that they represent Innovations Academy to the world at large while online.

**Email & Electronic Communication:**

Each teacher is provided a school email for school purposes only. Personal use should be kept to an absolute minimum. Please use a personal email account for mail not related to Innovations Academy.

All teachers are expected to check their email accounts on a daily (24 hour) basis.

All emails, sent or received, are school records and as such, are accessible to administration.

No anonymous emails can be sent from company systems. All employees are required to identify themselves by name and email address.

Innovations faculty and staff using email to correspond with parents are required to adhere to the following guidelines:

- Staff must use a school provided email account for all parent communications.
- All official emails must be retained for a period of two years.
- Email must never be used to discuss contentious, emotional or highly confidential issues. These issues must be dealt with face-to-face or via telephone.
- Email messages to parents should be consistent with professional practices for other correspondence. This includes grammar, format and salutation.
- Emails using I.A. email addresses may not be confidential. Email messages may be requested by the public under the Right-to-Know Law and may, unless exempt under the law, be open to public inspection.
- Emails should be short and directional in nature and only include facts.
- Care should be given when using student names. Refer to students by first name, initials or 'your son/daughter' depending on the content. Do not discuss non-related students.
- All emails sent to groups of parents will be sent as "blind copies" so that parents do not have access to each other's email addresses without permission.

- The school maintains email accounts for staff to facilitate parent/teacher communication and internal staff communication. The director reserves the right to block or filter email messages to staff that are not directly related to school business or to I.A.'s mission.

### **Acceptable Use of E-mail for Parent Communication**

Email should be used:

- for general information such as: class activities, curriculum, assignments, tests, deadlines and special events.
- To arrange for a meeting/phone call regarding a student issue including a general description of the issue e.g. "I would like to arrange a meeting to discuss your daughter's attendance."
- To follow up on an issue that has previously been discussed on the phone or in person.

### **Unacceptable use of Email for Parent Communication**

Email should never contain:

- any discussion related to other students.
- personal information about other students.
- specifics about a sensitive student issue which was not initiated by the parent or had not previously been discussed with the parent. (e.g. "I am concerned that your daughter failed the last test and was not at school again.")
- any discussion related to other staff.
- any sensitive student information that would normally be discussed face to face or by phone (e.g. "I am concerned that your daughter may have a learning disability")

## **Policies for Leave of Absence**

### **Personal Leave of Absence:**

Innovations Academy will make every reasonable effort to consider personal leaves of absence. Apply for unpaid personal leave of absence authorization from the Director. Many factors are considered when determining eligibility for personal leave of absence and is granted or denied solely at the discretion of Innovations Academy. When granted, the maximum allowable is 30 days per calendar year.

### **Sick Leave:**

Sick leave benefits are earned at a rate of one day of paid sick leave for every 2 completed calendar months worked. Eligible employees can earn up to six days of sick leave per year. At the end of employment with Innovations Academy, employees will not be paid for unused sick leave days.

Notify the Director in advance when you plan to use sick leave for scheduled medical procedures or doctor appointments.

If you are sick and unable to attend work or if you must leave before the end of your shift because of illness, notify the Director immediately.

**Personal Time:**

**Innovations Academy does not offer paid personal time as part of compensation packages. Short-Term Disability Leave:**

Innovations Academy offers short term disability benefits to eligible employees for extended illness or injury when the employee is deemed unable to perform their job duties for more than 5 consecutive scheduled workdays. Short term disability leave benefits are earned at a rate of one day of paid leave for every 2 completed calendar months worked. Eligible employees can earn up to six days of short term disability leave per year. Unused short term disability leave may not be carried to the next year. At the end of employment with Innovations Academy, employees will not be paid for unused short term disability leave days.

Notify the Director in advance when you plan to use short term disability leave for scheduled medical procedures or pregnancy related disability. Innovations Academy reserves the right to verify any employees inability to perform job duties through consultation of medical experts selected by Innovations Academy

**Unpaid Family & Medical Leave:**

Innovations Academy employees are eligible to take unpaid leave as per the terms of The Family and Medical Leave Act of 1993. Consult with the Director for details and notify your immediate supervisor if you choose to take this unpaid leave of absence.

**Funeral Leave:**

Innovations Academy will provide reasonable time off for employees to attend funerals of friends and loved ones. In the event of a death in the immediate family of the employee, up to three days paid time off may be granted to attend to family matters and funeral arrangements. Additional unpaid time off may also be granted. Contact the Director concerning your specific needs.

**Jury Duty:**

Notify your immediate supervisor if you are summoned for jury duty. Time off from work will be granted as necessary in compliance with applicable law.

**Benefits**

**Overview:**

Benefits provided to employees are provided at the will of Innovations Academy and Innovations Academy reserves the right to modify or eliminate benefits without notice under conditions of law. The benefits listed herein are intended to be a general description only. Details of specific benefits are outlined in the documentation for the benefit program.

**Eligibility:**

To qualify for benefits an employee must be considered full time and have completed a minimum of ninety (90) days continuous employment with Innovations Academy. Full time employees are employees who have been assigned a regular 40 hour per week work shift. Employees scheduled for less than 40 hours weekly are not eligible. Innovations Academy reserves the right to, without notice, revise these eligibility requirements. If you have questions contact the Director.

**Group Medical Insurance:**

Innovations Academy provides medical, dental and vision benefits to full time employees and their dependents. Details of the plans are available through the Administration.

Notice: Plan details may change without notice.

**Life Insurance Policies:**

Innovations Academy does not offer life insurance policies to employees at this time.

**401K Plan:**

Innovations Academy does not offer a 401K plan at this time. We do offer participation in an employee initiated 403b. See the director for details.

**Retirement:**

All certificated staff members will participate in the State Teachers Retirement System (STRS). They shall retain all previous vested rights in STRS. This will include the Director, if certificated, and teachers. The Director will insure compliance with this provision.

All classified staff will participate in the federal social security program.

**Worker's Compensation:**

State and federal law governs eligibility requirements. All premium costs are paid by Innovations Academy. Claims are paid directly to employees. All employees are expected to return to work immediately upon release by their physician. Employees are required to report job-related injuries immediately. Failure to comply could result in difficulty with the employee's claim. Report all accidents or injuries to your immediate supervisor.

**Discipline Policies****Communication/Conflict/When Something Isn't Working for You Policy:**

The solution to most problems is often found through communication. We first model our 8tougreat Highways by going straight to the source. We can also use NVC language and conflict resolution techniques to assist. The administration will make every reasonable effort to assist in solving problems or disputes amongst employees.

We recommend the following steps:



- For disputes between employees, first discuss the problem between the two employees and make every attempt to resolve it.
- If no resolution is reached, both employees together approach the director or school counselor to participate in the resolution.
- If a resolution is not reached, additional administrative staff will be asked to participate in the resolution.
- If there is an ongoing need, the director will consult with Roots and Wings, an NVC expert or other mediator to introduce professional mediation into the situation.
- If the discomfort is with the director, the staff member will alert the director via personal conversation, email or a note (see Feedback Form) left in the director's mailbox. If desired the staff member can find another staff member or the school counselor to assist in the discussion.
- If the situation does not resolve, then mediation with Roots and Wings, an NVC professional or other mediator will support the development of open communication.
- Use the Feedback Form to encourage the process.



**Feedback Form**

(in place of a typical Uniform Complaint Policy Form)  
To be turned into the front office

Name/Anonymous: \_\_\_\_\_

Date: \_\_\_\_\_

If you would like to provide feedback, please be as specific as possible. Please take your time and turn it in to the director.

Summary of my issue/observation: :

I would like to (check all that apply):

To talk to a particular staff member (name: \_\_\_\_\_)

To meet with the Director

Receipt of this form to be acknowledged

To thank the parties involved who are \_\_\_\_\_.

To express my appreciation for \_\_\_\_\_.

Other: \_\_\_\_\_

Any further comments:

## **Innovations Academy      Teacher Employment Expectations 2015-16**

Innovations Academy is a progressive K-8 charter school with a project/problem/process-inquiry based academic focus combined with a strong social emotional character development program.

This Year:

Academic Focus: defining the content and skills mastered in all aspects of daily schedule and providing effective feedback to students.

*“A piece of work deserves either an A or a Not Done Yet.” Ron Berger*

### **Academic Excellence:**

#### **Examples of *academic excellence* at I.A.**

- When students complete work it will be evaluated by teacher and student and recognized to be “A” quality work or not done yet. If not at an academic level of standard, the student will continue to have opportunities to complete drafts of the work until it meets standards of excellence for that student. This will lead students to an understanding and expectation that quality work sometimes requires multiple drafts of work to attain excellence, that feedback and revision are a normal part of the process and that high quality work is expected at Innovations Academy and we believe they are capable learners. This is process oriented evaluation.
- Students will be taught to give and receive feedback (kind, helpful and specific) and to incorporate feedback into their revisions (see: Ethic of Excellence, by Ron Berger)
- Teachers will create a class culture in which students understand that punctuality has a positive impact in life. This will be reflected by students being in class at 9:00 a.m. Starting class on time is a priority. This includes returning from breaks and lunch as well. Modeling is the strongest and first part of that learning.
- Academic excellence requires increased learning time. Teachers will develop a class culture in which time is used efficiently. Students and teachers will not waste learning time, transitions will be effective and focus will be emphasized.
- All work displayed will be of a high quality. All posters/ads for fundraisers, events etc. that are to be posted will first be approved by Christine. Students will present a first draft to Christine and will then be expected to create a final draft.

### **Accountability:**

#### **Accountability is making sure you do as you say and say what you will do.**

To foster student accountability for academic classwork, teachers need to develop and implement strategies that support students’ efforts at various stages of learning.

Accountability involves the following:

1. **Providing content instruction:** Assuring that all students understand and can apply the content associated with classwork means students make helpful connections between their previous learning experiences, the content, and the assigned classwork.

2. **Creating supportive settings:** Establishing a classroom environment that supports students' academic efforts requires building a positive and productive tone that is structured to encourage student effort and is inclusive of each student's cultural traditions and understandings.
3. **Modeling desired outcomes:** Providing a model of both the process and the completed classwork sought from students means that they have access to tangible examples of the teacher's expectations.
4. **Assigning appropriate tasks:** Assuring that tasks are appropriately matched to students' skills and abilities means carefully assessing students' understandings to have a clear idea of students' strengths and weaknesses.
5. **Offering timely feedback:** Knowledge of the results is a powerful motivator for students. To keep students engaged and focused on their classwork they should receive feedback both in progress and at completion.
6. **Create** ways of teaching students to be responsible through established routines, predictable procedures, an organized environment and consistent expectations for high level performance.
7. **Follow through** consistently with challenges, due dates, collection of multiple drafts of work, feedback to students etc.

**Accountability also involves an understanding that-**

- Incomplete is unacceptable. All assignments will have a due date and the teachers work with students, provide support as needed and monitor progress. All
- Grades and tests are not considered ways to hold students accountable. If a student takes a test, they should be required to correct any incorrect responses and utilize the test as another way of learning.
- Each week students need to know what work is required and when it is due. Students need to be given enough time to complete the work in class and the support they need. If weekly work is not completed by Friday, a parent will be contacted and the student will stay on Monday to complete the work or to receive tutoring.
- Students are expected to be kind on campus. If a student is mistreating other students in class, at lunch or breaks the teacher is expected to intervene and make sure a plan is put in place. It is understood that students are not ready for the independence of Friday clubs, field trips and even enrichment classes until they demonstrate solid caring behavior everywhere on campus consistently.

**General Philosophical Expectations:**

- Teachers have knowledge of constructivist philosophy and developmental stages of learning and can explain how both areas are reflected in their daily lessons, classroom design, projects and language.
- Teachers make learning fun while maintaining academic excellence.
- In addition to projects, teachers provide opportunities and experiences for students to explore, make, build, and do (i.e. projects, experimentation and hands-on experiences).
- Student work is connected to the world outside school.
- Teachers experiment with a range of teaching strategies that align with

Innovations' core philosophies.

- Students will discuss, present and reflect on their work on a weekly basis.
- Students will be taught that most work requires multiple revisions.
- Teachers create engaging, creative, and developmentally appropriate lessons.
- Teachers limit the use of textbooks and publisher created worksheets. (The school maintains the right to monitor copy machine usage.) If any work requires that the all students give the same answers on a piece of paper or the final product is the same for all students, teacher should reflect on its value and check with another teacher about its relevance and to find another way to complete the objective.
- Teachers can talk about their curriculum and projects with confidence to parents, guest teachers, and anyone else entering the community.
- Multiple meetings that focus on critique, feedback and meaningful work will take place weekly. Students will give specific, kind, and helpful feedback on a regular basis.
- Teachers create lessons and projects that offer choice and voice for students.
- Teachers use student questions as an opportunity to provoke critical thinking. Teachers understand the importance of student questioning and teaching strategies that increase student ability to formulate effective questions. Suggestions for structures that promote effective inquiry:
  - The Question Formulation Technique
  - Socratic Seminars
  - Debate
  - S.O.L.E. (Self-Organized Learning Environments)
  - Number Talks
  - Revisiting meetings
- Teachers will work with other classrooms in the school to help create a school community. Both cross grade level learning and collaboration are expected. Each class will be partnered with another class at least one grade level apart weekly. Teachers will take time to collaborate on creating meaningful experiences for both partner classes.

### **Expectations for Creating Culture:**

- The classroom will be a safe, respectful, and encouraging environment where children feel comfortable exploring, making mistakes, and trying new things.
- Mutual respect is the foundation for a strong learning community. Mutual respect will be an expectation in every classroom and the components for achieving this respect will be taught. Teachers will model this behavior as well.
- Teachers will be called by their first name.
- Classrooms will celebrate success.

- Teachers will not use any systems of rewards and/or punishments.
- Teachers will use kind and firm discipline with expectations aligned with respectful behavior to all. Teachers will understand that their needs and student needs are equally important.
- Teachers will implement strategies, language and structures of Positive Discipline (by Jane Nelsen) to create a classroom culture in which students actively work with each other to solve problems. Students will treat all others with care, compassion, respect and dignity and use the language of conflict resolution. Creating this culture requires modeling and teaching the necessary skills and language of positive discipline, NVC and conflict resolution. When students request assistance of teachers in handling situations, the help will be forthcoming. All students will learn check in procedures and teachers will take the time to support students to effectively work out problems, develop plans and follow through, even when the incident occurred outside of their classroom.
- Teachers will understand and conscientiously be observant of word choice (language) and understand that the way words are used creates a culture in which mistakes are welcomed, reflection is ongoing, and the difference between encouragement and praise is understood and incorporated into the language used with students. Building resilience in students depends on the language and attitude of the teacher and culture of the school.
- Teachers access several programs to create a classroom and a school culture of respect, compassion and dignity in which conflict resolution and problem solving occur regularly. These programs are Non-Violent Communication, Positive Discipline in the Classroom, The Responsive Classroom and 8toGreat.
- Students and teachers will make classroom agreements (procedures) that are reviewed and revised and that evolve with the class. Teachers will NOT finalize the agreements without making sure that ALL students agree with them without coercion. Teachers will firmly hold students accountable for following the agreements. These agreements/expectations are considered to be part of a living document that changes and evolves with the class. Review will take place when new students are introduced to the class. Teachers will refer to these agreements when they are broken in class. Class behavior will revolve around these agreements which will be taken seriously by all.
- New students who enter IA mid-year will be assigned a peer buddy daily for the first week they are in school. This buddy will serve as a mentor both inside and outside of class. The mentor should have been trained to support a new student.
- Class council will take place regularly and take no longer than 30 minutes on average. Students will hold class council (meetings) at least weekly (as needed by class and grade level). The council agenda will be created by all members of

the community. Council format will follow the guidelines of class meetings in Positive Discipline. Students will keep a class council notebook that can easily be reviewed which lists issues discussed, resolutions and follow up. The council format will be used consistently.

- Appreciations
- Follow up on prior solutions
- New agenda items
  - Share feelings while others listen
  - Discuss without fixing
  - Ask for problem solving help
- Future class plans

**Expectations for Curriculum:** The school's central concept is learning through inquiry with active exploration and engagement. Children are encouraged to explore and engage in activities that interest them and/or in ways that engage them. Likewise, curriculum will be generated in response to children's interests and implemented accordingly. Innovations teachers will address the highest academic learning standards throughout the curriculum.

- feedback and critique as well as incorporation of the feedback will be a part of ongoing learning
- Teachers will be aware that the learning process includes: model- practice-reflect/assess. It is important to be conscientious of these steps in all learning
- A first step in learning anything is to have a model. Examples of models are:
  - models of finished work done by other students
  - models of work done by professionals
  - examples of products similar to one being created
  - our actions and the actions of other adults
  - our verbalized reflections which lead students to understand our thinking

**A. Project Based Learning:** Projects are not considered to be in addition to teaching subject areas. Project/Process Based Inquiry Learning is a method of mastering skills and content, not a separate subject to teach. The following requirements will be met for each project by 3<sup>rd</sup>-8<sup>th</sup> grade level teachers:

- Teacher will not begin a project until they have met with Christine, reviewed the project path, syllabus, expectations, essential question.
- Students will be provided at least one model of high quality related finished products at the onset of the project. Students will be given time to explore models.
- A minimum of one speaker, expert, or community member will be incorporated in each project.
- At least one fieldtrip per project.\*



- DP updates on project include a description of the learning and progress, a list of assignments with due dates and skills addressed in the project
- Display of the essential question in the classroom and work in progress.
- An evaluation which includes assessment of the skills and content learned.
- Be able to identify each of the following components at the onset of the project: essential question (and possible subsidiary questions), expected final outcomes and product(s), an understanding of the evaluation.
- State how the project has a real world application and makes a contribution to someone or something.
- Each project must have a list of content and skills that are expected to be mastered during execution of the project.
- An exhibition or final culmination activity, performance, closure

### **B. Non-project Learning (determined based on what is not in the project)**

- Teachers will strive to have students making, building, tinkering and exploring with their hands and minds.
- Teachers will strive to have students building and constructing their own ideas, concepts and meanings in learning.
- Classes will go on one field trip per month throughout the year.
- Reflection and Inquiry are a part of every activity and learning experience.
- Questioning is used more than explaining and is an integral component of learning all the time.
- Math teaching at I.A. will include: 1. skill based instruction, 2. open ended Math and Math journaling 3. Talking about problem solving (math talk) 4. Mathematics incorporated into projects. 5. Concept development and inquiry
- Science instruction will be composed of exploration and experimentation using the NGSS. Inquiry will be an integral part of lessons
- Language Arts includes listening, speaking, reading and writing. Depth of analysis and inquiry are a focus.
- Reading includes decoding and comprehension. Students in grades 3 and above will read at least 5 books per year with their class.
- Writing includes grammar, pencil grasp, letter formation, vocabulary, reading, and writing (age appropriate instruction).
- Teachers in grades K-3 will teach aspects of letter formation including pencil grasp.

*“Teaching isn’t about paper and pencils; teaching is about relationships.” Ron Berger*

### **C. Social Emotional Curriculum**

- Morning Meeting
  1. Done daily, 30 minutes maximum
  2. Greeting, Activity, Sharing, Message.
  3. All activities within MM will be about acknowledging students and building teamwork and collaboration.
- Class Meeting (council)

1. Class meeting (council) will take place right after or before lunch
2. Class meetings will be held a minimum of 2 times per week.
3. Classes will have an agenda and all meetings will have notes taken that can be followed by others
4. Follow PD model

### **Procedures/Classroom Management/Expectations:**

In order for a class to function smoothly all students must have the skills to be successful. Students must be taught procedures/expectations. Students learn these through instruction, role play and rehearsal at the beginning of the year. The following books are required reading:

"Pathways to the Common Core"

"The First Six Weeks"

"Learning through Academic Choice"

"Positive Discipline in the Classroom"

Teachers will be expected to teach, practice, continually reinforce and hold students accountable for discussion (role-play, brainstorming solutions...) and specific procedures for the following:

Entering and leaving the classroom

Moving about class

Going to and from bathroom

Interacting on the playground

Conflict resolution options

Transitioning between activities and classes (with the goal of shortening wasted time)

Taking positive time out

Self-regulation choices

Expected lunch behavior

Use of materials, treatment of property

Checking in with others

Acceptable use of time when "finished" or in down time

Acceptable and unacceptable playground behavior

What to do when you see someone upset, whether they are in your class or not

What to do when someone is doing something that potentially hurts themselves or others (stealing, cussing, insulting, threatening)

Handling mistakes on campus such as bumping into someone, hitting someone with a ball on the playground etc.

Gossip/name calling

How to join in a game on the playground

### ***Positive Discipline***

*Positive Discipline* is defined as actions that:

- (a) are respectful to children
- (b) promote a sense of belonging and significance
- (c) teach community and social skills

(d) are effective for the long term.

The purpose of our discipline is to aid children in developing inner control, acceptable behavior, and respect for the rights of others and themselves. We need to help children without rejecting them as persons. Children need to understand why their behavior is considered inappropriate. All discipline is based on the individual child's needs and stage of development.

School discipline practices are targeted to address:

1. Prevention and social skills instruction/practice for all students
2. Early intervention and problem-solving with clear follow through in all classrooms, playgrounds, office, etc.
3. Intervention of multi-disciplinary team problem solving and management for the smaller number of chronic, challenging behavior as well as response to major behavior.

4 Steps to Discipline Intervention:

**Step 1-**

Teachers will put into place engaging, appropriate and meaningful learning and implement consistent strategies of effective teaching.

**Step 2-**

Minimally disruptive misbehavior will be seen as an opportunity to learn. It will result in the opportunity for students to retrace steps, practice skills, restore order, ask for help, get training to learn more appropriate skills, take a cooling off time, apologize, agree upon a solution, put the concern on the classroom meeting agenda for discussion etc.

These times are also an opportunity for teachers to redirect, reengage, remind and encourage. Additionally, teachers may invite peer collaboration to support them in deciphering a situation.

Teachers/students will track, reflect and monitor behavior and outcomes. Reflection journals may be shared with parents during a conference as a form of communication. Students are expected to conduct themselves in a manner respecting themselves, others and property. The following discipline techniques may be used in the classroom:

preparing students verbally with clear explicit guidelines and expectations

allowing a choice, wherever it is possible such as offering a "positive time out (cool off area)" with a helpful tone and respectful intention

being consistent

setting reasonable limits that the child can understand

using encouraging statements and modeling for other students

helping the child to understand routine

giving verbal and non-verbal instruction

use reflective questioning and when needed repeating or reinforcing an instruction only after a child has had sufficient time to act

involving the child in finding a solution to difficult situations

- giving the child the dignity to be responsible for his or her own actions
- incorporating class meetings to empower the children so solve their own problems in the classroom and listen to peer feedback

### **Step 3-**

If a student does not respond positively to Steps 1 & 2, or the teacher feels they need additional support regarding “minor behaviors”, the school team will meet to discuss “belief behind the behavior” and brainstorm possible solutions (Teacher Helping Teacher Problem Solving Steps). In addition, student’s parents will be notified and will be asked to a conference with the school staff (and student when appropriate). Teacher strategies and interventions will be recorded and shared as a tool for solution focused problem solving. A behavior checklist may be implemented and a student may be given a probationary period.

### **Step 3B-**

If a misbehavior is repeated over the course of a day and is redirected/corrected multiple times, a teacher may choose to use a support slip and send the student to the Office or Solution Center (using a helpful tone and respectful intention). When a student is sent out of class, the team goal will be to determine unmet needs. Parents will be contacted, a THTPS will occur and a team effort at working to find a solution will take place. Problem Solving Steps from Step 2 will be put into action. A follow-up meeting will be established for an agreed upon period of time, such as two to three weeks.

### **Step 4-**

For “major” behaviors the following disciplinary policy will be in place by-passing Steps 1-3. These behaviors have been deemed extremely disruptive or dangerous to students and staff members.

Student behavior is documented by referring teacher. Student is placed in Office or Solution Center. Administration, teacher, Solution Center counselor determines length student needs “cool off period”. Administrator or Counselor meets with student to address problem.

In regard to major behaviors, whether it is first time or chronic,

The student will be placed on probation for a period to be determined by the staff based on the nature of the situation. If inappropriate behavior occurs during the probationary period, the student will be suspended from school. If, after returning to school following suspension, inappropriate behavior continues, the student will be recommended for expulsion from school.

## **Playground/Campus Rules**

Teachers are expected to support the following campus and playground rules;

- IA students are kind, helpful and hard working
- No wheels on campus or in the parking lot. That includes skateboards, skates, bicycles, scooters, etc. (Take these away from students immediately when seen)
- All students will wear shoes/sandals on their feet when outside the classroom
- Competitive team games will have adult referees or will not be played
- No students are allowed in the backyard without their teacher or another adult physically present with them.

- No students allowed to climb on the basketball hoops
- Students are expected to clean up after themselves (picking up trash, returning their backpacks to the hooks outside of the classroom)
- Recycle bins are for recycled materials only.
- Lunches will be kept inside the rooms in the bins supplied by the school

*“The most important assessment that goes on in school isn’t done to students but goes on inside students.”*

### **Expectations for Assessment:**

- Teachers and students will maintain student work portfolios documenting student learning and providing work samples from all core subjects (Math, Language Arts, Science, Social Studies) and each project. Portfolios may be hard copy or digital – writing, images/videos of work, critiques/feedback, etc. Portfolios should reflect work from multiple subject areas and disciplines.
- **There should be a minimum of one sample from each subject for each of the ten months of the school year.**  
Portfolios will also include a Learning Style Assessment, Writing Sample from the first week of school, School Developed Self Concept Questionnaire, Entries related to at least 3 different works of literature throughout the year, Presentation of Learning (P.O.L.) and all project rubrics/evaluations, all data for student goal setting and achievement of those goals and possibly MAP scores (to be discussed by staff)
- Teachers will be responsible for students completing the MAP (Measurement of Academic Progress) by designated dates early and late in the year.
- Teachers will develop assessment tools for all projects during the year. Ongoing assessment will be a part of the culture of each class. All assessments will be considered an opportunity for feedback and improvement.
- Teachers will be able to explain how their assessments and tests foster the general class culture and curriculum. (“A piece of work deserves either an A or a Not Done Yet.” Ron Berger)
- Teachers will hold Student Lead Conferences as designated on school calendar. Teachers are required to have 100% parent attendance at conferences. Teachers will enlist the support of administration if parents are difficult to contact or to commit.
- Teachers will have students do Presentations of Learning during designated weeks.
- Teachers will participate in exhibition nights on scheduled days.
- Progress report cards will be done as designated by calendar in a timely manner.

Copies will be handed out to parents and given to the front office by the determined deadline.

### **Expectations for Documentation:**

Documentation is an important part of a teacher's role. This includes documenting learning, documenting material completed, documenting communication, documenting behavior and interventions etc.

- Anything resulting in a child going home, being out of class for an extended period of time (more than 10 minutes), or for reoccurring behavior is documented before the teacher leaves that same day.
- Teachers are responsible for keeping in touch with parents via Thursday communication log, phone, email, digital portfolios .....to update on successes or areas that they need family support.
- Attendance is the responsibility of the teacher. All attendance taken and returned to office by 9:30 a.m. every day. All attendance sheets need to be signed before Friday. If a teacher chooses to input attendance directly into Zangle, it is their responsibility to review and sign attendance sheets weekly.
- Teachers will keep cash counts of field trip and fundraiser money and turn it into Donna on a daily basis with the appropriate form given them.

**Expectations for Organization and Cleanliness:** The physical arrangement of the classroom environment directly affects children's abilities and desire to learn. Likewise, outward order can facilitate inner order and peace. Teaching children to be involved in the care and maintenance of the school and classroom allows them to be more invested in their work and care of the materials provided and teaches them organizational skills that will help them be successful in their lives. Each teacher will collaborate with other educators and support admin to gain the most effective use of space. The trend in our classrooms at Innovations Academy is to have students effectively using many areas throughout the class as a lab. This usually means that a child has more than one spot at one desk to work.

- Each student will be required to have, at a minimum:
  - A portfolio
  - A writing journal, a math journal
  - Writing utensils
  - A composition book for Thursday Home-School communications
- Teachers will have all materials for projects, events, parties, fieldtrips etc. in the classroom at the latest the day before the activity, event etc. This means that they will NOT be running around asking for pencils on test days, cups on the day of a birthday party or wood, rulers, paint etc on the day the of the actual activity.

- Classrooms will be organized in a child-centered way with most things (aside from dangerous or harmful objects or substances) accessible to children at all times. Teacher will teach the use and care of each material in a structured way so that all IA students use materials respectfully and honor their value.
- The quantity of the space that is not for student use is kept to a minimum. Most of the environment is for and used by the students to promote the concept that the room belongs to the students, instead of the teacher only. We will use language to maintain this expectation (ex: the use of “our” when referring to the class on the blog, on signs outside the door etc.).
- The organization of the environment is critical to the classroom culture. For example: Bins of disorganized materials send a message of not having to treat materials with care, clutter throughout the class sends the message that your class is chaotic. This also lowers the quality of work and wastes students’ time. Students will participate in daily upkeep of the classroom environment.
- Teachers will set an expectation that the classroom floors will be free of debris. Floors must be cleared of any trash or materials at the end of each day. Chairs will be stacked or left on top of desks EVERY night and whiteboards and desktops will be cleaned fully at least once per month. Teachers will allot time and develop a system with student responsibilities for cleaning and hold ALL students accountable for cleaning.
- Outer order can facilitate the creation of inner order. An example of thoughtfulness and external order is instructing students on the use of both sides of the paper, the purpose of a margin line and using it to visually present your work, name and date placement on an assignment etc. This is also true of organization of student materials. Cubbies, containers, folders etc that are organized will contribute to a sense of order and peace. Teachers will assist students in creating order in the classroom.
- Teachers will actively engage students in caring for the classroom and school environment by keeping play and work spaces clean, leaving all areas as they have been found and reporting broken or missing equipment to the Tony. This expectation will also be communicated with students. All teachers are required to have the following cleaning materials and equipment:
  - A minimum of one dustpan, a broom (especially for cleaning area immediately outside of classroom).
  - sponges/rags and a non-toxic cleaner to allow for child-initiated clean-ups
- Additionally, before students engage in a large project involving a potential mess such as papier-mâché, painting, using tools, clay etc. they (and Co-teachers) will be given instruction on:
  - preparation of the space to decrease impact on the area being used
  - covering the work area to protect it from damage

- use of the equipment and materials
- clean up, (who will clean, meaning of “clean”,the time involved etc.)
- students will be monitored, given support needed to learn these skills and held accountable for the condition of the space.

- Only blue painter's tape will be used to hang papers up around campus and in the classrooms.
- Respect for the environment means not wasting materials. Teachers will notice how students are using materials and create an environment in which materials will not be wasted.
- Each classroom will have a recycle bin and a garbage can (landfill). Students will use the bins appropriately.
- Each classroom will be assigned times to support campus clean up. Teachers will make sure students understand what clean looks like and assist and monitor students during clean up.
- As we are the best models for the students, staff will also have the visible classroom spaces in order. There will be no stacks of papers and cluttered counter spaces. Teachers will leave common spaces clear and ready for others to use. There will be a committee of teachers that organizes cleaning of the staff lounge, shared refrigerator, microwave and common areas every Friday.
- All teachers will have a first aid kit in the classroom that will include band-aids, antibiotic ointment, Q-tips etc. It is a teacher's job to replenish supplies from the office as needed.
- Each classroom is required to have play equipment (balls, jump ropes, hoola hoops...) that gets checked in and out of their room at breaks each day. All equipment will be labeled with grade/class of ownership.
- Teachers model appropriate use of play equipment and are responsible for re-teaching and role playing when the equipment is not being used properly by their students. Equipment will NOT be left out on the playground after school hours.
- Teachers will not allow students to take P.E. equipment from the P.E. closet.

### **Expectations Regarding Technology:**

Teachers in grades 2 and above will have one laptop per two students. Laptops are expensive and need to be well cared for.

- Students will be instructed in the use of the laptops. The instruction will include: how to take out, how to carry, how to set up, power cord safety, ongoing care of laptop (keyboard and screen cleaning, keeping keys on keyboard, downloading information...), careful putting away and storage.



- Laptops will be monitored daily either by teacher or trained student so that laptops are cared for properly and missing keys noted immediately
- Damaged equipment will be reported immediately to Tony.

### **Classroom Management:**

- Students will be supervised by adults at all times. Students will NEVER be sent out to play on the playground without a supervisor.
- All teachers will be able to account for all of their students at all times.
- A strong tenet of Positive Discipline is kind and firm interactions. Teachers will make their words meaningful communicating firmly and kindly with students and assuring follow through on their communications.

### **Nutrition Agreements:**

As a staff we understand that good nutrition will support a child to be more productive at school. We agree that it is not our job to police students but that we can make a contribution.

- If teachers see students drinking energy drinks or sodas on campus we will take them from the student and keep the item until after school.
- If teachers notice that students are bringing more junk than nutritious food to school a teacher will call or email home to discuss with parents OR communicate with the front office to do so.
- If any snacks are sold on campus, a high level of care will be taken to provide only nutritional snacks for children.

### **Expectations for Teacher Collaboration and Professionalism:**

- Teachers are prepared to teach classes daily (materials obtained/prepared by the day before).
- Teachers will return from breaks and lunch time at the designated end of lunch time. Punctuality is important.
- Teachers will communicate with administration as far in advance as possible about impending absences.
- Teachers will collaborate with release teachers weekly. This may be done informally or formally via email, on a break, at lunch or during any of the staff meeting times.
- Teachers will collaborate with each other on a weekly basis during release time and after school. Meetings are scheduled as follows:
  1. Staff Meetings: Mondays check in 1:00
  2. Planning time: 2 hours of release time per week.
- Teachers will not gossip, complain or vent with any parent at any time. Teachers

will not express a negative attitude about other teachers, staff, curriculum or any other aspect of IA with parents.

- If a teacher has a problem with anyone on staff they will go to that person and work it out. If desired, they can ask to be accompanied by another staff member, administrator or a positive discipline expert assigned by Christine. Teachers will not gossip about any staff member to another staff member.
- If a staff member witnesses another educator complaining or venting, they will provide support for that staff member to go to the source. All staff members will model professionalism in these interactions. We will support each other to uplift our community.
- Teachers will attend all IEP meetings of their special ed students with work samples from a variety of subject areas in hand. Teachers will come prepared and on time.
- Teachers will have read the charter and thoroughly support the mission and vision of Innovations Academy, asking any questions needed for clarification and seeking mentoring when needed.
- When teacher has complaints, concerns, and/or professional needs they will be brought up for discussion and collaborative problem-solving.
- Teachers will identify a field trip parent/ room parent who will help with class fundraising for the year. Teachers will encourage parent participation and communicate with these helper-parents at least monthly. Teachers will continue to be responsible for every aspect of every field trip even those planned by the room parent or Beth.
- Teachers will engage in ongoing communication with parents, staff, and administration.
- Teachers will check emails daily and respond to any community member (parent, staff) within 24 hours on weekdays.
- Teachers update all parts of their digital portfolio before leaving on Friday of each week. This info will highlight class curriculum and events weekly.
- All staff meetings and school events are mandatory (examples of school events are Open House, Back to School Night, community outreach day, a parent information session, Exhibition Nights...).
- A staff member will be designated at each staff meeting for note taking. Teacher participation is needed for optimum growth and challenge to peers in the creation of the best learning community possible.

- Teachers will support the school by participating in committees when needed.
- Teachers will make the time for morning connections (8:30am), meetings, classes, and meetings/collaborations.

### **Professional Development:**

Teachers will participate in the staff development provided by the school (staff meetings, professional development days, collaborations.) Additionally, teachers take responsibility as professionals for continuously striving to perfect their craft.

- Teachers will provide professional development activities during professional development days and staff meetings.
- Teachers will write concrete goals in August and take steps to meet them. There will be a structure for evaluations throughout the year.
- Teachers are expected to attend professional development days in June and August
- Through observations with reflection, teachers can have insight, generate ideas and continue to be creative.
  1. Teachers will be assigned a different teacher partner each month and observe them twice. They will meet to discuss within a week of the observation.
  2. Teachers will do a minimum of one observation off campus per semester. All observations will include a written reflection.
- Teachers are expected to participate in ongoing professional development. These experiences can easily be obtained through the following no-cost options:
  - ❖ Positive Discipline workshops in the community
  - ❖ Reggio Emilia Round Table meetings (<http://www.sdreggioundtable.com/>)
  - ❖ HTH Collegial conversations
  - ❖ Visitations at other schools with presentation to staff
  - ❖ Read a book and do a presentation to staff
  - ❖ Read any Alfie Kohn article
  - ❖ Trainings through the County office of Ed or SDUSD
  - ❖ Providing a presentation at staff PD days or staff meetings
  - ❖ Observation of community enrichment teachers with a reflection (examples: karate, gymnastics, music lessons...)
- All teachers at Innovations Academy will be expected to have read:

An Ethic of Excellence by Ron Berger  
Positive Discipline in the Classroom by Jane Nelsen

The First Six Weeks  
Morning Meetings  
Rules in School  
Learning through Academic Choice  
The Innovations Academy Charter.

Other support materials:

Common Core Materials  
Child Development Book: Yardsticks: Children in the Classroom Ages 4-14  
The Power of Our Words  
Constructivism: <http://www.auroraschool.org/constructivistclassroom.html>  
Any Reggio Emilia Trainings or books  
The Compassionate Classroom(An NVC Classroom Tool)  
Art of Constructivist Teaching in the Primary School: A Guide for Students and Teachers  
Solving Thorny Behavior Problems by Caltha Crowe  
Punished by Rewards by Alfie Kohn  
Any other Alfie Kohn articles  
Any book by Rafe Esquith

Instructional short online workshops:

<http://www.thirteen.org/edonline/concept2class/index.html>

Edutopia (<http://www.edutopia.org/>)

Expeditionary Learning Schools (<http://elschools.org/>)

### **Acknowledgement**

I have read this policies outlined in this handbook. I understand that while this is not an employment contract I am bound to abide by the policies set herein.

I further understand that Innovations Academy may modify, revise and update this manual at any time. I am also aware that this updating may include additions or deletions.

I also certify that I have had ample time to discuss this handbook and its contents with Innovations Academy administration and I fully understand the contents.

With this knowledge I accept the policies outlined herein as a condition of employment.

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Printed Name

Employee Signature

Date

Innovations Academy reserves the right to make changes to this handbook for the purpose of modifying, revising and updating school policy and this manual. Notice of changes will be sent to all employees and become a part of this manual. Violation of any school policy may result in immediate termination.

## NONPROFIT MANAGEMENT LIABILITY INSURANCE POLICY DECLARATIONS

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS "POLICY" APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSUREDS" AND REPORTED TO THE INSURER DURING THE "POLICY PERIOD" OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE "POLICY" CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

Policy Number	Coverage is provided by:	Agency	Agency Code
LH3 9194767 04	HANOVER INSURANCE COMPANY	BARNEY & BARNEY LLC	1001337

**Item 1. INSURED ORGANIZATION AND ADDRESS:**  
INNOVATIONS ACADEMY

10380 SPRING CANYON ROAD

SAN DIEGO, CA 92131

Person Designated to receive all correspondence from us:

Name: Christine Kuglen

Title: Director

**Item 2. POLICY PERIOD:** From 07/01/2014 To: 07/01/2015 (12:01 AM local time at the address shown in Item 1)

**Item 3. LIMITS OF LIABILITY**

Nonprofit Directors, Officers and Organization Liability Insurance Coverage  Yes  No  
 Employment Practices Liability Insurance Coverage  Yes  No  
 Fiduciary Liability Insurance Coverage  Yes  No

A.  Policy Aggregate Limit of Liability \$1,000,000

or

B.  Separate Aggregate Limit of Liability for each Coverage

Nonprofit Directors, Officers and Organization Liability Insurance Coverage	<u>\$0</u>
Employment Practices Liability Insurance Coverage	<u>\$0</u>
Fiduciary Liability Insurance Coverage	<u>\$0</u>

**Item 4. RETENTION**

A. Nonprofit Directors, Officers and Organization Liability Insurance Coverage

1. Insured Individual Non-Indemnifiable	<u>\$0</u> each Claim
2. Insured Individual Indemnifiable	<u>\$0</u> each Claim
3. Insured Organization Liability	<u>\$5,000</u> each Claim

B. Employment Practices Liability Insurance Coverage \$15,000 each Claim

C. Fiduciary Liability Insurance Coverage      each Claim

**Item 5. PREMIUM**

Policy Coverage Premium \$4,016.00

Total Amount \$4,016.00

**Item 6. FORMS AND ENDORSEMENTS**

401-1127	(01-08)	Notice Offer of Terrorism Coverage 2008
401-1192	(01-09)	Terrorism Coverage Explanation - Policy Holder Notice
401-1268	(08-12)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
422-0001	(01-09)	Common Policy Terms and Conditions Section
422-0057	(01-09)	Sublimit for a Specific Coverage Part Endorsement
422-0061	(01-09)	Amendment to Consent to Settle Endorsement
422-0069	(01-09)	Abuse and Molestation Exclusion Endorsement
422-0079	(01-09)	Addition of Specific Exclusion Endorsement
422-0082	(01-09)	Cap on Losses From Certified Acts of Terrorism Endorsement
422-0083	(01-09)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism Endorsement
422-0084	(01-09)	Non-Profit Management Liability Endorsement for Foundations Endorsement
422-0142	(03-09)	California Amendatory Endorsement
423-0001	(01-09)	Nonprofit Directors, Officers and Organization Liability Insurance Coverage Part
423-0048	(01-09)	Total Professional Services with Management and Supervision Exception Endorsement
424-0001	(01-09)	Employment Practices Liability Insurance Coverage Part
906-0901	(01-14)	Employment Practices Risk Management Policyholder Notice
SIG-1100	(08-14)	Signature Page

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY TERMS AND CONDITIONS SECTION, COVERAGE PARTS AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED "POLICY".**

**By:** \_\_\_\_\_ **Date:** 07/01/2014  
**Authorized Representative**



## **Privacy Policy and Producer Compensation Practices Disclosures**

### ***Privacy Policy Disclosure***

#### ***Collection of Information***

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

#### ***Disclosure of Information***

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you. We do not share the non-public personal information of customers of our SEC regulated companies or customers who own products of ours which are SEC regulated with affiliated or non-affiliated companies who would use that information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

#### ***Safeguards to Protect Your Personal Information***

We recognize the need to prevent unauthorized access to the information we collect, including that held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect all non-public, personal information.

#### ***Internal Access to Information***

Access to personal, nonpublic information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

#### ***Consumer Reports***

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- credit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

#### ***Access to Information***

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances; you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If





you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

### ***Correction of Information***

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

### ***Our Commitment to Privacy***

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our privacy policy, visit our Web site, located at [www.hanover.com](http://www.hanover.com)

### ***Producer Compensation Disclosure***

Our products are sold through independent agents and brokers, often referred to as "Producers." We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at [www.hanover.com](http://www.hanover.com).

### ***Further Information***

If you have questions about our privacy policy, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Citizens Management, Inc. - AIX Ins. Services of California, Inc. - Benchmark Professional Insurance Services, Inc. - Campania Insurance Agency Co. Inc. - Campmed Casualty & Indemnity Co. Inc. - Chaucoer Syndicates Limited- Educators Insurance Agency, Inc. - Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Hanover Lloyd's Insurance Company - Massachusetts Bay Insurance Company - Opus Investment Management, Inc. - Professionals Direct Insurance Company - Professionals Direct Insurance Services, Inc. - Professional Underwriters Agency, Inc. - Verlan Fire Insurance Company - Nova Casualty Company - AIX Specialty Insurance Company

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT, AS AMENDED. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THIS POLICY.**

Policy Number: LHB 9194767 04

**NOTICE - OFFER OF TERRORISM COVERAGE  
NOTICE - DISCLOSURE OF PREMIUM  
ACCEPTANCE OF COVERAGE**

Coverage for "acts of terrorism," as defined in Section 102(1) of the Terrorism Risk Insurance Act ("Act") is included in your policy. You are hereby notified that under the Act, as amended in 2007, the definition of act of terrorism has changed. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act, as amended. Your policy, however, may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

**DISCLOSURE OF \$100 BILLION CAP**

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Premium for terrorism, if any, is stated below:

**DISCLOSURE OF PREMIUM**

Total Terrorism Premium	\$ <u>0</u>
Fire Following Premium	\$ <u>0</u>
Other than Fire Following Premium	\$ <u>0</u>

## **TERRORISM COVERAGE EXPLANATION – POLICY HOLDER NOTICE**

The Terrorism Risk Insurance Act of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program was extended by the federal government under the **Terrorism Risk Insurance Program Reauthorization Act of 2007** and will not expire until December 31, 2014. Your policy will become effective (or will be renewed) with the coverage provided under the new act and you have elected to purchase terrorism coverage. This Notice is being provided to you for the purpose of summarizing your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

### **YOUR POLICY AT THE START OF YOUR NEW POLICY TERM:**

**422-0082** - The coverage for certified acts of terrorism is subject to the statutory \$100 billion cap on liability for losses and subject to the nuclear hazard exclusion and all other underlying policy exclusions. Coverage for acts of terrorism that are not certified (for example, acts which do not exceed the dollar threshold for federal certification or acts which occur outside the jurisdictional boundary of the federal program) is not subject to the statutory cap. The coverage for "certified acts of terrorism" is more fully defined in the endorsement. This coverage is subject to a limit on our liability pursuant to the federal Terrorism Risk Act Program Reauthorization Act of 2007.

With respect to "certified acts of terrorism" and acts of terrorism that are not certified the policy exclusions (for example, the nuclear hazard and war exclusions) and other policy provisions continue to apply.

**422-0083** - The endorsement excludes "punitive damages" either directly or indirectly arising out of a certified act of terrorism and for which you are awarded damages. Neither the federal government nor insurance company is obligated to pay "punitive damages".

**See the definition of terrorism for purposes of the terrorism exclusion.**



**U.S. TREASURY DEPARTMENT'S  
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

**ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this notice carefully.**

The Office of Foreign Assets Control ("OFAC") administers and enforces sanctions policy, based on Presidential Declarations of National Emergency.

OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site: <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated United States sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

Other limitations on the premiums and payments also apply.

# NONPROFIT MANAGEMENT LIABILITY INSURANCE

## COMMON POLICY TERMS AND CONDITIONS SECTION

### CLAIMS-MADE WARNING FOR POLICY

**NOTICE: THIS "POLICY" PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS "POLICY" APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSUREDS" AND REPORTED TO THE INSURER DURING THE "POLICY PERIOD" OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE "POLICY" CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.**

Throughout this insurance "Policy" the words "you" and "your" refer to the "insured" as defined in **SECTION III** of the **Common Policy Terms and Conditions Section** and any purchased "Coverage Parts". The words "we", "us" and "our" refer to the Company providing this insurance.

All words that appear in quotation marks have special meaning. They are defined in **SECTION III - DEFINITIONS**. The descriptions in the Headings of this "Policy" are solely for convenience and form no part of the terms and conditions of coverage.

In consideration of the premium paid and in reliance on the correctness and completeness of your "Application", which is attached to and becomes part of this insurance "Policy", we agree to provide coverage as shown in the **Declarations** and described below. Coverage may be denied or canceled with respect to any applicant or "insured" who provides incomplete or inaccurate information to us.

#### I. SECTION I - COMMON POLICY TERMS AND CONDITIONS

The Common Policy Terms and Conditions Section of this "Policy" shall apply to all "Coverage Parts". Unless stated to the contrary in any "Coverage Part", the terms and conditions of each "Coverage Part" of this "Policy" shall apply only to that "Coverage Part" and shall not apply to any other "Coverage Part" of this "Policy". If any provision in this Common "Policy" Terms and Conditions Section is inconsistent or in conflict with the terms and conditions of any "Coverage Part", the terms and conditions of such "Coverage Part" shall control for purposes of that "Coverage Part". Any defined term referenced in this Common Policy Terms and Conditions Section and also defined in a "Coverage Part" shall, for purposes of coverage under that "Coverage Part", have the meaning set forth in that "Coverage Part". A "Coverage Part" shall only apply if designated in the **Declarations** and attached hereto.

#### II. SECTION II - EXTENDED REPORTING PERIOD

A. We will provide an Extended Reporting Period, as described below:

1. For no additional premium, we will provide an Automatic Extended Reporting Period for the coverage granted under this "Policy", with respect to any "claim" first made and reported during a period of 90

days after the date upon which the "policy period" ends, but only with respect to any "wrongful act" committed prior to the end of the "policy period" and otherwise covered under the "Policy". The Automatic Extended Reporting Period shall not apply to any "insured" that has purchased insurance from us or any other insurer covering such "claim". An Automatic Extended Reporting Period will not apply if we cancel for nonpayment of premium.

2. If this "Policy" is canceled or not renewed, you shall have the right, upon payment of an additional premium, to an extension of the Reporting Period for any "claim" first made and reported against the "insured" after the date upon which the "Policy period" ends, but only with respect to "wrongful acts" committed prior to the end of the "policy period" and otherwise covered by this "Policy". Such period shall be referred to as the Optional Extended Reporting Period. If the Optional Extended Reporting Period is purchased, then the Automatic Extended Reporting Period, as described in Paragraph A.1. above, does not apply.



The available Optional Extended Reporting Periods and associated additional premiums are displayed in the table below.

Optional Reporting Period	Percent of Annual Premium
One Year	50%
Two Years	75%
Three Years	100%

In the table, Annual Premium means the total premium in effect immediately prior to the end of the "policy period" for all "Coverage Part(s)" purchased as part of the "Policy".

3. You must request this Optional Extended Reporting Period in writing and must pay us the additional premium within 30 days following the date of such cancellation, nonrenewal or termination. If we do not receive your request and premium payment within 30 days following the date of such cancellation, nonrenewal or termination, the first "Named Insured's" right to purchase the Optional Extended Reporting Period shall end.
4. If similar insurance is in force covering any "claims" first made during this Optional Extended Reporting Period, coverage provided by this "Policy" shall be excess over any such other insurance.
5. If we cancel for non-payment of premium, the first "Named Insured" may purchase the Optional Extended Reporting Period only after any earned premium due us is paid within 10 days after the date of cancellation or "Policy" expiration, whichever comes first.

- B. All premiums paid for an Optional Extended Reporting Period shall be deemed fully earned as of the first day of the Optional Extended Reporting Period. The Optional Extended Reporting Period may not be canceled.
- C. The fact that we provide an Automatic Extended Reporting Period or an Optional Extended Reporting Period shall not increase any "Policy" limits stated in Item 3. of the **Declarations**. For the purpose of "Policy" limits, the Reporting Periods are part of, not in addition to, the "policy period".

### III. SECTION III - DEFINITIONS

The following words, either in the singular or plural, shall have the meanings indicated below.

#### A. "Application" means:

1. The form titled "Application" submitted to request this "Policy", including any documents or other materials submitted with it;
2. All similar forms, including any material submitted with them, submitted to request previous policies issued by us of which this "Policy" is a direct or indirect renewal or replacement; and
3. All other materials or information provided by the "insured" for the underwriting or issuance of this "Policy".

All such forms, documents and other materials shall be deemed a part of this "Policy" as if physically attached to it.

- B. "Claim" shall have the meaning as defined in the applicable "Coverage Part".
- C. "Coverage Part" means the Nonprofit Directors and Officers and Organization Liability, Employment Practices Liability and Fiduciary Liability Coverage Parts of this "Policy", if purchased as set forth in Item 3. of the **Declarations** and attached hereto.
- D. "Damages" shall have the meaning as defined in the applicable "Coverage Part".
- E. "Defense Expense" shall have the meaning as defined in the applicable "Coverage Part".
- F. "Insured" and "Insured Individual" shall have the meanings as defined in the applicable "Coverage Part".
- G. "Insured Organization" means the "Named Insured" and any "Subsidiary".
- H. "Loss" shall have the meaning as defined in the applicable "Coverage Part".
- I. "Named Insured" means the entity designated in Item 1. of the **Declarations**.
- J. "Outside Organization" shall have the meaning as defined in the applicable "Coverage Part".
- K. "Policy" means collectively, the **Declarations**, the Common Policy Terms and Conditions Section, the purchased "Coverage Parts", applicable endorsements and the "Application".
- L. "Policy Period" means the period of time from the inception date shown in Item 2. of the **Declarations** to the earlier of the expiration date shown in Item 2. of the **Declarations** or the effective date of termination of this "Policy".

M. "Pollutants" means any solid, liquid, gaseous or thermal irritants or contaminants, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

N. "Subsidiary" means an entity that qualifies as a nonprofit organization under 501 (c)(3), (c)4, (c)5, (c)6, (c)7, (c)8, (c)10 or (c)13 of the Internal Revenue Code of 1986 including amendments thereto, if, on or before the inception of the "policy period", the "Named Insured" has the right to elect or appoint more than 50 percent of such entity's directors or trustees.

"Subsidiary" does not include any political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971, including any amendments thereto, or an entity, subject to the terms of the Coverage Part(s) attached to this "Policy", that the insured forms or acquires during the "Policy period".

Coverage shall apply to a "subsidiary" only during the time it qualifies as a "subsidiary".

O. "Wrongful Act" shall have the meaning as defined in the applicable "Coverage Part".

#### IV. SECTION IV - EXCLUSIONS

This insurance does not apply to "loss" on account of any "claim" made against any "insured" directly or indirectly arising out of, based upon or attributable to:

##### A. Pollution

1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants"; or
2. "Loss", cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or
3. "Claim" by or on behalf of a governmental authority for "damages" because of testing for, monitoring, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

##### B. Nuclear

The radioactive, toxic, or explosive properties of nuclear material which includes, but is not limited to, Source Material, Special Nuclear Material and Byproduct Material as those

terms are defined in the Atomic Energy Act of 1954 and any amendments thereto and any similar provisions of any federal, state or local statutory or common law.

#### V. SECTION V - LIMITS OF LIABILITY AND RETENTION

##### A. Limits of Liability

Regardless of the number of "insureds" involved, "claims" made or persons or organizations making "claims", our liability under the "Policy" is limited as follows:

1. If the Policy Aggregate Limit of Liability as set forth in Item 3.A. of the **Declarations** is purchased, then the maximum limit of liability for all "loss", other than "defense expenses", arising out of all "claims" first made against the "insureds" during the "policy period" that may apply under all "Coverage Parts" shall not exceed the Policy Aggregate Limit of Liability stated in Item 3.A. of the **Declarations**.
2. If the Separate Aggregate Limit of Liability for each "Coverage Part" is purchased as set forth in Item 3.B. of the **Declarations**, then the maximum limit of liability for "loss", other than "defense expenses", arising out of all "claims" first made against the "insureds" during the "policy period" that may apply shall not exceed the Separate Aggregate Limit of Liability for each "Coverage Part" stated in Item 3.B. of the **Declarations**.

In the event a "claim" is covered under more than one "Coverage Part", then any "loss" for such "claim" shall first be paid under, and subject to, the available Limit of Liability applicable to the Employment Practices Liability Insurance Coverage Part.

Any remaining "loss" for such "claim" that is covered by any other "Coverage Part(s)" of this "Policy", and is not paid under the Employment Practices Liability Insurance Coverage Part, shall be covered as provided in, and shall be subject to, the remaining Limit of Liability applicable to the appropriate "Coverage Part(s)". However, the remaining Limit of Liability of the applicable "Coverage Part(s)" for such "claim" shall be reduced by the amount of "loss" paid under the Employment Practices Liability Coverage Part.

In the event a "claim" is covered under more than one "Coverage Part", and the Employment Practices Liability Insurance Coverage Part does not apply, then the highest remaining applicable Limit of Liability, at the time the "claim" is first made, shall apply.

3. "Defense expenses" are in addition to and are not part of the applicable Limits of Liability specified in Item 3. of the **Declarations**. Our payments of "defense expenses" made on account of any "claim" shall not reduce the Limits of Liability. When an applicable Limit of Liability has been exhausted by payment of "loss" other than "defense expenses" our obligation to defend, continue to defend or to pay "defense expenses", under the coverage or coverages to which that Limit of Liability applies, shall cease.
4. The Limits of Liability of this "Policy" apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the **Declarations**, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period shall be deemed part of the last preceding period for purposes of determining the Limits of Liability.
5. The Limit of Liability for any Reporting Period, if applicable, shall be a part of and not in addition to the respective Limit of Liability of the "Policy" to which the Reporting Period applies.

#### **B. Retention**

1. This "Policy" applies only to that part of covered "loss" on account of each "claim" which is in excess of the applicable Retention set forth in Item 4. of the **Declarations**.
2. You shall pay the Retention.
3. If different parts of a single "claim" are subject to different Retentions, the applicable Retentions will be applied separately to each part of such "claim", but the sum of such Retentions shall not exceed the largest applicable Retention.
4. One Retention applies to all "claims" arising out of a single "wrongful act".

#### **VI. SECTION VI - DEFENSE OF CLAIMS**

We have the right and duty to defend "claims" to which this insurance applies, even if the

allegations in such "claims" are groundless, false or fraudulent. We have no duty to defend "claims" or pay related "defense expenses" for "claims" to which this insurance does not apply.

#### **A. With respect to "claims" we defend we may:**

1. Make any investigation of a "claim" we deem necessary; and
2. Settle any resulting "claim" provided that we have your written consent to settle, which shall not be unreasonably withheld.

#### **B. If you refuse consent to the settlement of any "claim" which we recommend and which is acceptable to the claimant, subject to any applicable Limit of Liability or Retention, our liability for the "claim" is limited to:**

1. What we would have contributed to the settlement if you had consented to the settlement, including "defense expenses" incurred up to the date of such refusal; and
2. 70% of such "loss" excess of the amount for which the "claim" could have been settled.

#### **C. Our right and duty to defend end when we have used up the applicable Limit of Liability provided under Item 3. of the **Declarations**. This applies to "claims" pending at the time and "claims" filed afterward.**

#### **VII. SECTION VII - DUTIES IN THE EVENT OF WRONGFUL ACTS OR CLAIMS**

#### **A. If you receive a "claim", you and any other involved "insured(s)" must see to it that we receive written notice of the "claim", with full details including the date received, as soon as practicable, but in no event later than 90 days after such "claim" is first made.**

#### **B. You and any other involved "insured" must:**

1. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
2. Authorize us to obtain records and other information; and
3. Cooperate with us in the investigation, defense or settlement of the "claim"; and
4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of "damages" to which this insurance may apply.



- C. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense related to a "claim" without our consent.
- D. If you become aware of a "wrongful act" or other circumstance that may subsequently give rise to a "claim", you must give written notice to us as soon as practicable, but in any event not later than the end of the "policy period" or any Extended Reporting Period we provide, of any "wrongful act" that may result in a "claim". To the extent possible notice should include:
1. How, when and where the "wrongful act" took place;
  2. The names and addresses of any persons and entities involved.
- E. Any "claim" arising out of a "wrongful act" which is subsequently made against you shall be deemed to have been first made at the time we received such written notice from you, if:
1. It is not otherwise excluded by the terms of this "Policy"; and
  2. We receive proper notice of the "wrongful act" according to paragraph D. above.

The date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

## VIII. SECTION VIII - GENERAL CONDITIONS

### A. Cancellation and Nonrenewal

1. We may not cancel this "Policy" except for failure to pay premium when due, in which case we will give 10 days written notice to the first "Named Insured" before such cancellation is effective.
2. The first "Named Insured" may cancel this "Policy" for itself and all other "insureds" by written notice to us or to our authorized agent stating when thereafter the cancellation shall be effective. If the first "Named Insured" cancels, earned premium shall be computed in accordance with the customary short rate table procedure.
3. We are not required to renew this "Policy". However, written notice of our intent to non-renew this "Policy" shall be sent to the first "Named Insured" at least 30 days prior to expiration of the "policy period".

### B. Representations and Application

By accepting this "Policy" you agree that:

1. The statements in the **Declarations** are accurate and complete;
2. Those statements are based on representations you made in your "Application" for this insurance "Policy";
3. The representations made in your "Application" are the basis of this "Policy" and are to be considered as incorporated into and constituting a part of this "Policy";
4. Those representations are material to the acceptance of the risk we assumed under this "Policy";
5. We have issued this "Policy" in reliance upon the truth and completeness of such representations;
6. The "Application" shall be interpreted as a separate application for coverage by each "insured individual". No statement in the "Application", fact pertaining to or knowledge possessed by any "insured individual" shall be imputed to any other "insured individual" for the purpose of determining if coverage is available; and
7. Statements in the "Application", facts pertaining to or knowledge possessed by the individual signing the "Application" shall be imputed to the "insured organization".

### C. Legal Action Against Us

No person or organization has a right under this "Policy":

1. To join us as a party or otherwise bring us into a suit asking for "damages" from an "insured"; or
2. To sue us on this "Policy" unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for "damages" that are not payable under the terms of this "Policy" or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

### D. Change in Ownership, Control or Exposure

1. If during the "policy period":
  - a. Another person or organization or group of persons or organizations acquires more than 50% of the assets of the "Named Insured"; or

- b. Another person or organization, or group of persons or organizations, acquires the right to select a majority of the "named insured's" directors or trustees; or
- c. The "Named Insured" consolidates with or merges with another organization; or
- d. The "Named Insured" ceases to qualify as a nonprofit organization under the Internal Revenue Code,

you shall notify us of the change within 60 days after the effective date of the change described in a., b., c. or d. above and provide such additional information as we require.

- 2. If an event described in D.1. above occurs, coverage under this "Policy" shall continue until termination of the "policy period" but only with respect to "claims" made for "wrongful acts" which take place prior to the change in ownership control or exposure described in paragraph D.1. above.
- 3. If you fail to provide notice as described in D.1. above, coverage provided to the "insured" under this "Policy" shall terminate as of the date of the change.
- 4. The entire premium for this "Policy" shall be deemed fully earned upon the occurrence of any change in ownership, control or exposure described in paragraph D.1. above.

**E. Transfer of Rights of Recovery Against Others to Us**

If you have rights to recover all or part of any payment we have made under this "Policy", these rights are transferred to us. You must do nothing after loss to impair them. At our request, you will sue those responsible or transfer those rights to us and help us enforce them. In the event of any payment under this "Policy", we shall be subrogated to the extent of such payment to all of your rights of recovery. You shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and shall do nothing to prejudice or compromise such rights without our express written consent.

**F. Assignment**

No change in, modification of or assignment of interest in this "Policy" shall be effective except when made by a written endorsement to the "Policy".

**G. Sole Agent for the Insured**

By accepting this "Policy", you agree that only the first "Named Insured" is authorized to act on behalf of all "insureds" with respect to the following: payment for premiums and retentions, receiving return premiums, giving or receiving notice of cancellation or nonrenewal, requesting any Extended Optional Reporting Period and agreeing to any changes in this insurance "Policy". Each "insured" agrees that the first "Named Insured" shall act on its behalf with respect to such matters.

**H. Coverage Territory and Valuation**

- 1. This "Policy" applies to a "wrongful act" committed anywhere in the world provided that the "claim" is made and suit is brought against the "Insured" within the United States, its territories or possessions or Canada.
- 2. All premiums, limits, retentions, "loss" and other amounts are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or another element of "loss" under this "Policy" is stated in a currency other than the United States of America dollars, payment under this "Policy" shall be made in United States of America dollars at the prevailing rate of exchange on the date the judgment becomes final, the amount of the settlement is agreed upon or any element of "loss" is due, respectively.

**I. Other Insurance**

- 1. If other valid and collectible insurance is available to the "insured" for "loss" covered under this "Policy", the insurance provided by this "Policy" shall be excess over such other insurance, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise.
- 2. When this insurance is excess we have no duty to defend the "insured" against any "claim" if any other insurer has a duty to defend the "insured" against the "claim". If no other insurer defends we will undertake to do so but we will be entitled to the "insured's" rights against those other insurers.

3. When this insurance is excess over other insurance we will pay only our share of the amount of "loss", if any, that exceeds the sum of:
  - a. The total amount that all such other insurance would pay for the "loss" in the absence of this insurance;
  - b. The total of all deductibles, self-insurance and retentions under all that other insurance; and
  - c. Any indemnification available from an "outside organization" to an "insured".

We will share the remaining "loss", if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limit of Liability shown in the **Declarations** of this "Policy".

#### 4. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of liability or none of the loss remains, whichever comes first.

If any other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of liability to the total applicable limits of liability of all insurers.

#### J. Two or More Policies, Coverage Parts, or Endorsements Issued by Us

It is our stated intention that this "Policy" and any other "Policy", "Coverage Part" or endorsement issued by us, or by another member of the Hanover Insurance Group, shall not provide duplication or overlap of coverage for the same "claim". If this "Policy" and any other "Policy" issued by us, or by another member of The Hanover Insurance Group, to you, apply to the same "claim" then, **Condition I. Other Insurance** notwithstanding;

1. We shall not be liable under this "Policy" for a greater proportion of the Loss than the applicable Limit of Liability of this "Policy" bears to the sum of the total Limits of Liability of all such policies; and
2. The maximum amount payable under all such policies combined shall not exceed the highest applicable Limit of Liability under any one "Policy".

#### K. Allocation

If you incur both "loss" covered by this "Policy" and "loss" not covered by this "Policy" on account of any "claim" because such "claim" includes both covered and non-covered matters, coverage with respect to such "claim" shall apply as follows:

1. One hundred percent (100%) of "defense expenses" on account of the "claim" will be considered covered "loss"; and
2. We shall fairly allocate all remaining "loss" that you incurred on account of such "claim" between covered "loss" and non-covered "loss".

#### L. Separation of Insureds

Except with respect to the Limits of Liability, Retention and any rights or obligations assigned to the first "Named Insured", this insurance applies:

- a. As if each "insured" were the only "insured"; and
- b. Separately to each "insured" against whom a "claim" is made.

## **SUBLIMIT FOR A SPECIFIC COVERAGE PART ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

COMMON POLICY TERMS AND CONDITIONS SECTION

The following is added to **SECTION V – LIMITS OF LIABILITY AND RETENTION** of the **Common Policy Terms and Conditions Section** of this "Policy":

The amount of \$ 1,000,000 shall be the maximum aggregate Limit of Liability for all "loss" under the NonProfit Directors, Officers and Organization Liability Insurance Coverage Part of this "Policy". This amount shall be part of and not in addition to the Limits of Liability stated in Item 3. of the **Declarations**.

## AMENDMENT TO CONSENT TO SETTLE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

COMMON POLICY TERMS AND CONDITIONS SECTION

**SECTION VI - DEFENSE OF CLAIMS, Paragraph B,**  
of the **Common Policy Terms and Conditions**  
Section of this "Policy" is replaced with the following:

If you refuse consent to the settlement of any "claim" which we recommend and which is acceptable to the claimant, subject to any applicable Limit of Liability or Retention, our

liability for the "claim" is limited to:

1. What we would have contributed to the settlement if you had consented to the settlement, including "defense expenses" incurred up to the date of such refusal; and
2. 80 % of such "loss" excess of the amount for which the "claim" could have been settled.

## ABUSE AND MOLESTATION EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

COMMON POLICY TERMS AND CONDITIONS SECTION

The following is added to **SECTION IV - EXCLUSIONS** of the **Common Policy Terms and Conditions Section** of this "Policy":

This insurance does not apply to "loss" on account of any "claim" made against any "insured" directly or indirectly arising out of, based upon or attributable to:

1. The actual or threatened abuse or molestation by anyone of any person regardless of whether the abuse or molestation was specifically intended or resulted from negligent conduct and regardless of whether any "insured" subjectively intended the injury or damage for which a "claim" is made; or
2. The negligent
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to the proper authorities, or failure to so report; or
  - e. Retention,of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

## ADDITION OF SPECIFIC EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

COMMON POLICY TERMS AND CONDITIONS SECTION

The following is added to **SECTION IV – EXCLUSIONS** of the **Common Policy Terms and Conditions Section** of this "Policy":

This insurance does not apply to "loss" on account of any "claim" made against any "insured" directly or indirectly arising out of, based upon or attributable to Tiffany Victoria .

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## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

### **COMMON POLICY TERMS AND CONDITIONS SECTION**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk

Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



## EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following

COMMON POLICY TERMS AND CONDITIONS SECTION

- A. The following is added to **SECTION IV – EXCLUSIONS** of the **Common Policy Terms and Conditions Section** of this "Policy":

This insurance does not apply to damages arising, directly or indirectly, out of a "Certified Act of Terrorism" that are awarded as punitive damages.

- B. The following Definition is added to **SECTION III - DEFINITIONS** of the **Common Policy Terms and Conditions Section** of this "Policy":

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act

of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

# NONPROFIT MANAGEMENT LIABILITY ENDORSEMENT FOR FOUNDATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

COMMON POLICY TERMS AND CONDITIONS SECTION  
EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART  
NONPROFIT DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE PART

## I. LIMITED NUCLEAR EXCLUSION - COMMON POLICY TERMS AND CONDITIONS SECTION

SECTION IV – EXCLUSIONS, Paragraph B, Nuclear, of the Common Policy Terms and Conditions Section of this "Policy" is replaced with the following:

### B. Nuclear

The radioactive, toxic, or explosive properties of nuclear material which includes, but is not limited to, Source Material, Special Nuclear Material and Byproduct Material as those terms are defined in the Atomic Energy Act of 1954 and any amendments thereto and any similar provisions of any federal, state or local statutory or common law. This exclusion shall not apply to any "claim" for any actual or alleged retaliatory treatment of the claimant by the "insured".

## II. EXCESS BENEFIT PENALTY COVERAGE - NONPROFIT DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE PART

SECTION III – ADDITIONAL DEFINITIONS, Paragraph H.1., "Loss" of the Nonprofit Directors, Officers and Organization Liability Insurance Coverage Part of this "Policy" is replaced with the following:

Civil, criminal or administrative fines, taxes or other penalties, except, we will reimburse an "insured organization" for any:

- a. Employer share of payroll taxes on any portion of damages or settlements which constitute back pay otherwise considered "loss"; or
- b. 10 percent excess benefit penalty assessed by the Internal Revenue Service on any organization manager who participates in an excess benefit transaction, as defined by the Taxpayer Bill of Rights 2 (H.R. 2337), up to a maximum aggregate limit of \$ 10,000 per "policy period" for all "insureds". Any excess

benefit transaction paid by us shall be part of

and not in addition to the Limits of Liability set forth in Item 3. of the Declarations.

We shall not be liable for any "loss" attributable to, or a part of, the 200 percent tax penalty assessed by the Internal Revenue Service for failure to correct the award of an excess benefit tax penalty, and the assessment of a 200 percent tax penalty shall void any coverage extended by this endorsement.

## III. LIMITED ERISA EXCLUSION - EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART

SECTION IV – ADDITIONAL EXCLUSIONS, Paragraph A.3. of the Employment Practices Liability Insurance Coverage Part of this "Policy" is replaced with the following:

- A. This insurance does not apply to "loss" for any "claim" made against any "insured" directly arising out of:
  3. Any actual or alleged violation of the responsibilities, obligations or duties imposed by "ERISA".

## IV. WAIVER OF RETENTION IF NO LIABILITY - COMMON POLICY TERMS AND CONDITIONS SECTION

The following is added to SECTION V – LIMITS OF LIABILITY AND RETENTION of the Common Policy Terms and Conditions Section of this "Policy":

- A. No Retention shall apply to any "claim" which is in the form of a civil action for monetary relief, in which:
  1. There is a determination of "no liability"; or

2. The "claim" is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any "insured".

If there is a determination of "no liability" in a "claim", we shall reimburse the "defense expenses" paid by the "insured" in such "claim".

- B. If a "claim" is dismissed or stipulated dismissed without prejudice and without any payment by any "insured", we shall reimburse the "defense expenses" paid by the "insured" in such "claim" 90 days after the date of the dismissal or stipulation so long as:

1. The "claim" or any other "claim" which together with such "claim" would be deemed a single "claim" is not brought again within such 90-day period; and
2. The "insured organization" provides us with a written undertaking in a form satisfactory to us to repay us for such reimbursement in the event the "claim" or any other "claim" which together with such "claim" would be deemed a single "claim" is brought again after such 90-day period and before the expiration of the statute of limitations for such "claim".

- C. For the purposes of this endorsement, "no liability" means with respect to a "claim" made against any "insured":

1. A final judgment of no liability obtained prior to trial, in favor of all "insureds", by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals; or
2. A final judgment of no liability is obtained after trial, in favor of all "insureds", after the exhaustion of all appeals.

In no event shall the term "No Liability" apply to a "claim" made against an "insured" for which a settlement has occurred.

#### V. PRIORITY OF PAYMENTS - COMMON POLICY TERMS AND CONDITIONS SECTION

The following is added to **SECTION VI – DEFENSE OF CLAIMS** of the Common Policy Terms and Conditions Section of this "Policy":

In the event of "loss" arising from any "claim" for which payment is due under the provisions of this "Policy", then we shall:

1. First pay "loss" on behalf of the "insured individual" for which coverage is provided under **SECTION I – INSURING AGREEMENT** of the Nonprofit Directors, Officers and Organization Liability Insurance Coverage Part; and then

2. With respect to whatever remaining amount of the applicable Limit of Liability is available after payments under Paragraph 1. above, at the written request of the chief executive officer of the "Named Insured", either pay or withhold payment of such other "loss" for which coverage is provided under this "policy".

In the event we withhold payments pursuant to Paragraph 2 above, then we shall at such time and in such manner as shall be set forth in written instructions of the chief executive officer of the "Named Insured", remit such payment to the "insured organization" or directly to an "insured individual".

#### VI. WAGE AND HOUR LAWS EXCLUSION WITH DEFENSE EXPENSES SUB-LIMIT - EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART

**SECTION IV – ADDITIONAL EXCLUSIONS**, Paragraph A12 of the Employment Practices Liability Insurance Coverage Part of this "Policy" is replaced with the following:

Any violation of any of the responsibilities, obligations, or duties imposed by any federal, state or local statutory or common law, including but not limited to the Fair Labor Standards Act, or amendments to or regulations promulgated under any such law, that governs wage, hour and payroll policies and practices, except the Equal Pay Act. We will pay "defense expenses" up to, but in no event greater than \$50,000, for any such "claim", without any liability by us to pay such sums that any "insured" shall become legally obligated to pay as "damages". Any "defense expenses" paid by us shall be part of and not in addition to the Limits of Liability stated in Item 3. of the **Declarations**. This exclusion does not apply to any "claim" for retaliatory treatment against any "insured individual" who is attempting to exercise his or her rights under the above referenced statute, law, rule, regulation or order.

#### VII. IDENTITY THEFT EXPENSE - NONPROFIT DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE PART

The following is added to **SECTION I – INSURING AGREEMENT** of the Nonprofit Directors, Officers and Organization Liability Insurance Coverage Part of this "Policy":

#### **Identity Theft Expense**

We shall pay any current Director, Trustee or Officer of the "Named Insured" for "identity theft expenses" incurred as the direct result of any "identity theft" first discovered and reported during the "policy period". Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against the Director or Officer, is considered to be one "identity theft", even if a series of acts continues into a subsequent "policy period". The most we will pay under this provision is \$ 10,000 for all current Directors and Officers combined. Any payment made by us under this endorsement shall not reduce the Limits of Liability stated in Item 3. of the **Declarations**. Any Retention stated in Item 4. of the **Declarations** shall not apply to this coverage.

For the purposes of the coverage provided by this endorsement the following definitions apply:

1. "Identity Theft" means:

The act of knowingly transferring or using, without lawful authority, a means of identification of any Director or Officer (or spouse thereof) of the "Named Insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

2. "Identity theft expenses" mean:

- a. Costs for notarizing affidavits or similar documents attesting to "identity theft" required by financial institutions or similar credit grantors or credit agencies;
- b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors related to the "identity theft";
- c. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information due to "identity theft"; or
- d. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity theft".

#### **VIII. KIDNAPPING EXPENSES - NONPROFIT DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE PART**

The following is added to **SECTION I – INSURING AGREEMENT** of the Nonprofit Directors, Officers and Organization Liability Insurance Coverage Part of this "Policy":

#### **Kidnapping Expenses**

We will pay the "insured organization" for "kidnapping expenses" which are incurred in response to the kidnapping of any past, present or future Director, Trustee or Officer of the "insured organization" or their spouse, domestic partner or child, during the "policy period". We will not reimburse any "insured organization" for any expenses incurred in any kidnapping by or at the direction of any present or former family member of the kidnapped victim. The most we will pay under this provision is \$ 10,000 for all "insureds" combined. Any payment made by us under this endorsement shall not reduce the Limits of Liability stated in Item 3. of the **Declarations**. Any Retention stated in Item 4. of the **Declarations** shall not apply to this coverage.

For the purposes of the coverage provided by this endorsement the following definition applies:

"Kidnapping expenses" mean:

- a. Fees and expenses of an independent negotiator or consultant who is retained and who we agree to;
- b. Costs of travel and accommodations incurred by the "Named Insured" which become necessary due to the kidnapping;
- c. The reward paid by the "Named Insured", which is pre-approved by us, to an informant for information not otherwise available which leads to the arrest and conviction of persons responsible for any damages under this "Policy"; and
- d. Current salary to a director, trustee or officer of the Named Insured who is kidnapped, provided; however, that the director or officer of the "Named Insured" is held for more than thirty (30) days. Salary shall be paid for a period starting with the abduction and ending upon the earliest of:
  1. The release of the director or officer;
  2. The death of the director or officer;
  3. 120 days after the company receives the last credible evidence that the director or officer is still alive;

4. Twelve (12) months after the date of kidnapping; or
  5. The exhaustion of the "kidnapping expenses" limit,
- whichever comes first.

**IX. UNPAID DONATION PLEDGES - NONPROFIT DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE PART**

The following is added to **SECTION I – INSURING AGREEMENT** of the **Nonprofit Directors, Officers and Organization Liability Insurance Coverage Part** of this "Policy":

**Unpaid Donation Pledges**

We shall pay the "insured organization" for "Unpaid Donations Pledges". The most we will pay under this provision is \$ 10,000 for all "insureds" combined. Any payment made by us under this endorsement shall not reduce the Limits of Liability stated in Item 3. of the **Declarations**. Any Retention stated in Item 4. of the **Declarations** shall not apply to this coverage.

With respect to any "Unpaid Donation Pledge", the following applies:

1. The donor must never have been in bankruptcy, or have filed for bankruptcy or reorganization prior to the time the pledge was made to the "insured";
2. For non-cash donations, payment by us of an "unpaid donation pledge" will be based on the fair market value of the non-cash donation at the time of the request for reimbursement;
3. In the case of unemployment of a natural person donor and as a condition of payment of the "unpaid donation pledge":
  - a. Neither the natural person donor nor the "insured" shall have reason to believe the donor would become unemployed subsequent to the pledge date;
  - b. The donor shall be unemployed for at least 60 days prior to us making payment; and
  - c. The "insured organization", at the time of the request for reimbursement, must provide written documentation of the donor's unemployment status.
4. No payments will be made by us for any written pledge of funds or other valuable tangible property that is dated prior to the "policy period"; and
5. A donation amount which is to be collected by the "insured" over more than a 12-month period shall be deemed a single donation commencing from the date of the pledge.

For the purposes of the coverage provided by this endorsement the following definition applies:

"Unpaid donations pledges" mean a written notice to the insured during the "policy period" of:

- (i) The bankruptcy or reorganization of any donor when such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other valuable tangible property to the "insured"; or
- (ii) The unemployment of a natural person donor preventing such donor from honoring a prior written pledge of funds or other valuable tangible property of the "insured".

**X. ACQUISITION OF SUBSIDIARIES - EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART**

**SECTION V – ADDITIONAL GENERAL CONDITIONS** of the **Employment Practices Liability Insurance Coverage Part** of this "Policy" is replaced with the following:

**Acquisition of "Subsidiaries"**

**A. Acquisition or Formation of a Nonprofit Subsidiary**

If after the inception of the "policy period" you form an organization that qualifies as a nonprofit organization under the Internal Revenue Code or acquire or assume more than fifty percent of the assets, liabilities, or equity of, or obtain the right to elect or select a majority of directors or trustees of such an organization, coverage under this "Coverage Part" shall apply to the "subsidiary" only if the first "Named Insured" meets the following condition:

**B. If, at the time of the acquisition or formation described in A. above:**

1. The total assets of the acquired or formed "subsidiary" exceed fifty percent of the total assets of the "insured organization" as of the beginning of the "policy period"; or



2. The total number of employees of the acquired or formed "subsidiary" exceeds fifty percent ( 50 %) of the total number of employees of the "insured organization" as of the beginning of the "policy period", then the first "Named Insured" shall give us written notice of the formation or acquisition as soon as practicable, but not later than sixty (60) days after the date of such formation or acquisition.

C. If at the time of the acquisition or formation described in A. above:

1. The total assets of the acquired or formed "subsidiary" exceed fifty percent (50%) of the total assets of the "insured organization" as of the beginning of the "policy period"; or

2. The total number of employees of the acquired or formed "subsidiary" exceeds fifty percent ( 50 %) of the total number of employees of the "insured organization" as of the beginning of the "policy period",

then the first "Named Insured" shall agree to any amendments to the terms of this "policy" we require and shall pay any additional premium we require.

If the first "Named Insured" does not comply with the conditions 1. or 2. above, coverage under this "Coverage Part" for the subsidiary shall terminate regarding "claims" first made more than 90 days after the formation or acquisition of the subsidiary.

XI. The following is added to **SECTION III – ADDITIONAL DEFINITIONS**, Paragraph F., "insured individual" of the **Nonprofit Directors, Officers and Organization Liability Insurance Coverage Part** of this "Policy":

The lawful "domestic partner" of an "insured individual", but solely with respect to such "domestic partner's" status as a "domestic partner" or such "domestic partner's" ownership interest in property that a claimant seeks as recovery for an alleged "wrongful act", and not for any "wrongful acts" actually or allegedly committed by the "domestic partner".

For the purposes of this endorsement, "domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the "Named Insured".

## CALIFORNIA AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following

COMMON POLICY TERMS AND CONDITIONS SECTION  
EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART  
FIDUCIARY LIABILITY INSURANCE COVERAGE PART  
NONPROFIT DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE PART

- A. SECTION VIII – GENERAL CONDITIONS** of the **Common Policy Terms and Conditions Section**, Paragraph **A. Cancellation and Nonrenewal** of this "Policy" is replaced by the following:
1. We may cancel this "Policy" for failure to pay premium when due, including premium due on a prior "Policy" we issued due during the current "Policy" term covering the same risk. We will mail or deliver advance written notice to the first "Named Insured" at the mailing address shown in the "Policy" and to the producer of record, stating the effective date and reason for cancellation. If we cancel, cancellation will not be effective prior to 10 days after the receipt by the first "Named Insured" and producer of record of the notice of cancellation.
  2. The first "Named Insured" may cancel this "Policy" for itself and all other "insureds" by written notice to us or to our authorized agent stating when thereafter the cancellation shall be effective. If the first "Named Insured" cancels, earned premium shall be computed in accordance with the customary short rate table procedure.
  3. We are not required to renew this "Policy". However, written notice of our intent to non-renew this "Policy" shall be mailed or delivered to the first "Named Insured" shown in the Declarations and to the producer of record, at least 60 days, but no more than 120 days, before the expiration or anniversary date.
- We will mail or deliver our notice to the first "Named Insured", and to the producer of record, at the mailing address shown in the "Policy".
- B.** Wherever it may appear in the "Policy", the term spouse is replaced by the following:
- Spouse or registered domestic partner under California law.
- C. SECTION III – ADDITIONAL DEFINITIONS** of the **Employment Practices Liability Insurance Coverage Part**, Paragraph **B.** of this "Policy" is replaced by the following:
- "Damages" means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest. "Damages" does not mean punitive or exemplary damages or the multiple portion thereof.
- D. SECTION III – ADDITIONAL DEFINITIONS** of the **Fiduciary Liability Insurance Coverage Part**, Paragraph **C.** of this "Policy" is replaced by the following:
- "Damages" means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest. "Damages" does not mean punitive or exemplary damages or the multiple portion thereof.
- E. SECTION III – ADDITIONAL DEFINITIONS** of the **Nonprofit Directors, Officers and Organization Liability Insurance Coverage Part**, Paragraph **B.** of this "Policy" is replaced by the following:
- "Damages" means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest. "Damages" does not mean punitive or exemplary damages or the multiple portion thereof.

# NONPROFIT DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE PART

## CLAIMS-MADE WARNING FOR POLICY

NOTICE: THIS "POLICY" PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS "POLICY" APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSURED" AND REPORTED TO THE INSURER DURING THE "POLICY PERIOD" OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE "POLICY" CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

Throughout this "Coverage Part" of this insurance "Policy" the words "you" and "your" refer to the "insured" as defined in **SECTION III - ADDITIONAL DEFINITIONS** of this "Coverage Part". The words "we", "us" and "our" refer to the Company providing this insurance.

All words that appear in quotation marks have special meaning. They are defined in **SECTION III - ADDITIONAL DEFINITIONS**. The descriptions in the Headings of this "Policy" are solely for convenience and form no part of the terms and conditions of coverage.

In consideration of the premium paid and in reliance on the correctness and completeness of your "Application", which is attached to and becomes part of this insurance "Policy", we agree to provide coverage as shown in the **Declarations** and described below. Coverage may be denied or canceled with respect to any applicant or "insured" who provides incomplete or inaccurate information to us.

### I. SECTION I - INSURING AGREEMENT

#### Nonprofit Directors, Officers and Organization Liability Insurance

##### Part 1: "Insured Individuals"

We will pay, on behalf of each "insured individual", "loss" which the "insured individual" is legally obligated to pay because of "claims" first made against that "insured individual" during the "policy period" and reported to us in accordance with **SECTION VII - DUTIES IN THE EVENT OF WRONGFUL ACTS OR CLAIMS** of the **Common Policy Terms and Conditions Section** for any "wrongful acts" to which this insurance applies except for "loss" which the "insured organization" pays to or on behalf of the "insured individual" as indemnification.

##### Part 2: "Insured Organization"

- a. We will pay, on behalf of the "insured organization", "loss" which an "insured individual" is legally obligated to pay because of "claims" first made against that "insured individual" during the "policy period" and reported to us in accordance with **SECTION VII - DUTIES IN THE EVENT OF WRONGFUL ACTS OR CLAIMS** of the **Common Policy Terms and Conditions Section** for any "wrongful acts" to which this insurance applies to the extent the "insured organization" has indemnified the "insured individual" for such "loss".
- b. We will pay "loss" which the "insured organization" is legally obligated to pay

because of "claims" first made against the "insured organization" during the "policy period" and reported to us during the policy period" or within 90 days thereafter for any "wrongful acts" to which this insurance applies.

### II. SECTION II - EXTENDED REPORTING PERIOD

Refer to **Common Policy Terms and Conditions Section**.

### III. SECTION III - ADDITIONAL DEFINITIONS

In addition to the Definitions listed in **SECTION III - DEFINITIONS** of the **Common Policy Terms and Conditions Section**, the following terms shall have the meanings indicated below, when used in this "Coverage Part":

#### A. "Claim" means:

1. Any written demand presented for monetary "damages" or non-monetary relief for a "wrongful act"; or
2. Any complaint or similar pleading initiating a judicial, civil, administrative, regulatory, alternative dispute or arbitration proceeding (including any appeal resulting from it), to which an "insured" is provided notice and which subjects an "insured" to a binding adjudication of liability for monetary or non-monetary relief for a "wrongful act".

However, "claim" shall not include a labor or grievance proceeding pursuant to a collective bargaining agreement.

All "claims" made on account of a single "wrongful act" shall be treated as a single



"claim" first made on the date the earliest of the "claims" was made, regardless of whether that date is before or during the "policy period" or, if applicable, during an Extended Reporting Period.

B. "Damages" means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest. "Damages" also means punitive or exemplary damages or the multiple portion thereof, if insurable under the applicable law of the jurisdiction most favorable to the insurability of such damages provided such jurisdiction is where:

1. Those damages were awarded or imposed;
2. Any "wrongful act" occurred for which such damages were awarded or imposed;
3. The "insured" resides, is incorporated or has its principal place of business; or
4. We are incorporated or have our principal place of business.

C. "Defense expenses" means and is limited to:

1. Any reasonable and necessary legal fees and expenses, including attorney fees and expert fees, incurred in the defending and appeal of a "claim";
2. The premium on appeal, attachment or similar bonds; and
3. Up to \$250 per day per "insured individual" for supplemental payment for reasonable expenses incurred for attendance at hearings, trials or depositions at our request or with our consent by such "insured individual". Such payment shall not exceed \$5,000 in the aggregate for all "insured individuals" in each "claim".

"Defense expenses" do not include:

4. Salaries, wages, fees, overhead or benefit expenses associated with any "insured" except as specified in subparagraph 3. above; or
5. Salaries, wages, overhead or benefit expenses associated with our employees.

D. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, any similar federal, state, local or common law, and any rules and regulations promulgated under it.

E. "Executive" means any natural person who is, was, or shall become:

1. A duly-elected or appointed director, officer, manager, in-house general counsel, or trustee of the "insured organization"; or

2. Any past, present or future members of any duly-constituted commissions, boards, committees or other units operated under the "insured organization's" charter or with the "insured organization's" written approval.

F. "Insured individual" means:

1. Any "executive" of the "insured organization";
2. Any past, present or future employees of the "insured organization" but only for acts within the scope of their employment by the "insured organization" or while performing duties related to the conduct of the "insured organization's";
3. Any natural person providing volunteer services for the "insured organization" at the request of the "insured organization" and under the "insured organization's" direction and control;
4. Any natural person serving as a director or officer of an "outside organization" at the direction of the "insured organization";
5. The estates, heirs, legal representatives or assigns of deceased persons who were "insured individuals" at the time of the "wrongful act" on which a "claim" is based;
6. The legal representatives or assigns of an "insured individual" in the event of the "insured individual's" incompetence, insolvency or bankruptcy; and
7. The lawful spouse of an "insured individual" under item 1. above, but solely with respect to such spouse's status as a spouse or such spouse's ownership interest in property that a claimant seeks as recovery for an alleged "wrongful act", and not for any "wrongful acts" actually or allegedly committed by the spouse.

G. "Insured" means the "insured organization" and any "insured individual".

H. "Loss" means the amount the "insured" is legally obligated to pay for "damages", and "defense expenses" for a covered "claim" under this "Coverage Part".

"Loss" does not include:

1. Civil, criminal or administrative fines, taxes or other penalties;
2. Any amounts which an "insured" is obligated to pay as result of a "claim" seeking relief or redress in any form other than monetary "damages";
3. Matters deemed uninsurable by law;

4. Wages or Benefits or contributions payable under an "employee benefits plan";
5. Any expenses associated with any accommodation required under the Americans with Disabilities Act, the Civil Rights Act of 1964, rules or regulations promulgated under them, amendments to them or similar provisions in any federal, state or local law or common law;
6. Any amount not indemnified by the "insured organization" for which an "insured individual" is absolved from payment by reason of any covenant, agreement or court order; or
7. Any amount allocated to non-covered loss in accordance with **SECTION VIII - GENERAL CONDITIONS** of the **Common Policy Terms and Conditions, Paragraph K, Allocation.**

I. "Outside organization" means any:

1. Nonprofit organization described in section 501(c)3 of the Internal Revenue Code of 1986 (as amended) that is not included in the definition of "insured organization". But an "outside organization" does not include any "subsidiary";
2. Other entity organized for a religious or charitable purpose under any nonprofit organization act or statute; or
3. Other entity, partnership, joint venture or other organization listed by endorsement to this policy.

J. "Personal Injury" means any actual or alleged:

1. Defamation of character, libel, slander, or publication of material in violation of a person's right of privacy; or
2. The wrongful entry or eviction or other invasion of the right of privacy; or
3. False arrest, wrongful detention or imprisonment; or
4. Malicious prosecution; or
5. Infringement of copyright or trademark, unauthorized use of title, plagiarism, or misappropriation of advertising ideas.

K. "Wrongful act" means:

1. Any actual or alleged act, error, omission, misstatement, misleading statement, neglect, breach of duty committed or attempted by:
  - a. An "insured individual" in his or her capacity as an "insured individual";

- b. An "insured individual" while serving as a director, officer or trustee of any "outside organization", if such service is at the written request or direction of the "insured organization"; or

- c. By the "insured organization"; or

2. Any "personal injury".

Any series of "wrongful acts" that are connected by reason of a common claimant, transaction, event, policy, action, omission or decision are a single "wrongful act".

**IV. SECTION IV - ADDITIONAL EXCLUSIONS**

In addition to the Exclusions listed in **SECTION IV - EXCLUSIONS** of the **Common Policy Terms and Conditions**, the following exclusions apply to this "Coverage Part".

This insurance does not apply to "loss" on account of any "claim" made against any "insured":

A. Directly or indirectly arising out of, based upon or attributable to:

1. Such "insured" gaining any profit, remuneration or advantage to which such "insured" was not legally entitled; or
2. Any dishonest or fraudulent act or omission, any criminal act or omission or any willful violation of any statute or regulation by such "insured"; or
3. Any payments to an "insured" of any remuneration without the previous approval of the governing bodies of the "insured organization" which payment without such previous approval shall be held to have been illegal;

However, 1, 2 and 3. above, shall not apply unless a judgment or other final adjudication adverse to any of the "insureds" in such a "claim" is obtained.

4. For any actual or alleged violation of the responsibilities, obligations or duties imposed by "ERISA";
5. Brought or maintained by, at the behest, or on behalf of the "insured". This exclusion does not apply if the "claim" is made and maintained totally independently of and totally without the solicitation, assistance, participation or intervention of any "executive";
6. Any "wrongful act", transaction, decision, fact, circumstance or situation which has been the subject of any notice given prior to the inception of this "Policy" under any other policy of insurance;

7. Any "wrongful act", fact, circumstance or situation of which, any "insured" authorized to receive notice had knowledge and from which such "insured" could reasonably expect a "claim" to arise;
  8. For any "wrongful act" directly or indirectly arising out of, based on or attributable to service by any "insured individual" in any position or capacity in any organization other than the "insured organization" or an "outside organization", even if the "insured organization" directed or requested the "insured individual" to serve in such other position or capacity;
  9. Any action brought or maintained by, at the behest, or on behalf of an "outside organization" or past, present, or future director, officer, manager, trustee, governor or equivalent "executive" of the "outside organization". This exclusion does not apply if the "claim" is made and maintained without any active assistance, participation of, or solicitation by any director, officer, manager, trustee, governor or equivalent "executive" of the "outside organization";
  10. Any past, present or future actual or potential employment relationship; or
  11. Any violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act, or "RICO"), as amended, or any regulation promulgated there under or any federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law.
- B.** Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; or
- C.** "Loss" on account of any "claim" made against any "insured" directly or indirectly arising out of, based on or attributable to any actual or alleged liability under a written or oral contract or agreement. However, this exclusion does not apply to your liability that would have attached in the absence of such contract or agreement.
- D.** Directly arising out of, based upon or attributable to:
1. The physical injury to or destruction of any tangible property, including all resulting loss of use of that property and loss of use of property that is not physically injured.
  2. Bodily injury, isability, sickness, disease, death, assault or battery sustained by any person;
- No fact pertaining to or knowledge possessed by or "wrongful act" of any "insured individual" shall be imputed to any other "insured individual" for the purpose of determining the applicability of the exclusions listed above.

**V. SECTION V - ADDITIONAL GENERAL CONDITIONS**

In addition to the conditions listed in **SECTION VIII - GENERAL CONDITIONS** of the **Common Policy Terms and Conditions**, the following condition applies to this "Coverage Part".

**Acquisition of Subsidiaries**

**Acquisition or Formation of a Nonprofit "Subsidiary"**

If after the inception of the "policy period" the "insured organization" forms or acquires a "subsidiary" that qualifies as a nonprofit organization under the Internal Revenue Code or acquires or assumes more than fifty percent (50%) of the assets, liabilities, or equity of, or obtains the right to elect or select a majority of directors or trustees of such an organization, coverage under this "Coverage Part" shall apply to the "subsidiary" only if the first "Named Insured" meets the following conditions:

- A.** If, at the time of the acquisition or formation described above, the total assets of the acquired or formed "subsidiary" exceed ten percent (10%) of the total assets of the "insured organization" as of the beginning of the "policy period"; then the first "Named Insured" shall give us written notice of the formation or acquisition as soon as practicable, but not later than sixty (60) days after the date of such formation or acquisition.
- B.** If at the time of the acquisition or formation described above, the total assets of the acquired or formed "subsidiary" exceed twenty-five percent (25%) of the total assets of the "insured organization" as of the beginning of the "policy period"; then the first "Named Insured" shall agree to any amendments to the terms of this "Coverage Part" we require and shall pay any additional premium we require.
- C.** If the first "Named Insured" does not comply with the conditions **A.** or **B.** above, coverage under this "Policy" for the "subsidiary" shall terminate regarding "claims" first made more than 60 days after the formation or acquisition of the "subsidiary".

## TOTAL PROFESSIONAL SERVICES WITH MANAGEMENT AND SUPERVISION EXCEPTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

### NONPROFIT DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE PART

The following is added to **SECTION IV - ADDITIONAL EXCLUSIONS** of the **Nonprofit Directors, Officers and Organization Liability Insurance Coverage Part** of this "Policy":

1. This insurance does not apply to "loss" on account of any "claim" made against any "insured" for "wrongful acts" directly or indirectly arising out of, based on or attributable to the rendering or failure to render any professional service, advice or instruction by you or on your behalf, regardless of whether or not any such service, advice or instruction is ordinary to any "insured's" profession. This includes but is not limited to:
  - a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health therapeutic service, treatment, advice or instruction;
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal, hair replacement or personal grooming;
  - d. Counseling Services;
  - e. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - f. Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;
  - g. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
  - h. Supervisory, inspection or engineering services;
  - i. Services in the practice of a pharmacy, or
  - j. The handling or treatment of dead bodies, including autopsies, organ donations or other procedures.
2. This exclusion does not apply to any "claim", or portion of a "claim", made against an "insured" for a "wrongful act" in the "insured's" management or supervision of an "insured organization".



# EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART

## CLAIMS-MADE WARNING FOR POLICY

NOTICE: THIS "POLICY" PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS, SUBJECT TO ITS TERMS, THIS "POLICY" APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSURED" AND REPORTED TO THE INSURER DURING THE "POLICY PERIOD" OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

Throughout this "Coverage Part" of this insurance "Policy" the words "you" and "your" refer to the "insured" as defined in **SECTION III - ADDITIONAL DEFINITIONS** of this "Coverage Part". The words "we", "us" and "our" refer to the Company providing this insurance.

All words that appear in quotation marks have special meaning. They are defined in **SECTION III - ADDITIONAL DEFINITIONS**. The descriptions in the Headings of this "Policy" are solely for convenience and form no part of the terms and conditions of coverage.

In consideration of the premium paid and in reliance on the correctness and completeness of your "Application", which is attached to and becomes part of this insurance "Policy", we agree to provide coverage as shown in the **Declarations** and described below. Coverage may be denied or canceled with respect to any applicant or "insured" who provides incomplete or inaccurate information to us.

### I. SECTION I - INSURING AGREEMENT

#### Employment Practices Liability Insurance

We will pay on behalf of the "insureds", all "loss" which you are legally obligated to pay because of "claims" first made against you during the "policy period" and reported to us in accordance with **SECTION VII - DUTIES IN THE EVENT OF WRONGFUL ACTS OR CLAIMS** of the **Common Policy Terms and Conditions Section** for any "wrongful act" to which this insurance applies.

### II. SECTION II - EXTENDED REPORTING PERIOD

In addition to **SECTION II - EXTENDED REPORTING PERIOD** of the **Common Policy Terms and Conditions Section**, the following shall apply:

If the "Named Insured" cancels or refuses to renew this "Coverage Part", then without any additional premium being required, there shall be an automatic extension of the coverage granted by this "Coverage Part" with respect to any "claim" first made and reported during the period of 36 months after the date upon which the "policy period" ends, but only with respect to any "wrongful act" of any duly-elected or appointed director or officer who was an "insured", but who did not serve as a duly-elected or appointed director or officer at the time of the cancellation or non-renewal, fully occurring prior to the end of the "policy period" and otherwise covered by this "Coverage Part" and only if there is no other "Policy" or policies that would otherwise provide insurance for such "wrongful act". This 36-month period shall be referred to as the Automatic Extended Reporting Period for former directors

and officers.

### III. SECTION III - ADDITIONAL DEFINITIONS

In addition to the Definitions listed in **SECTION III-DEFINITIONS** of the **Common Policy Terms and Conditions Section**, the following terms shall have the meanings indicated below, when used in this "Coverage Part":

#### A. "Claim" means:

1. Any written demand presented for monetary "damages" or non-monetary relief for a "wrongful act"; or
2. Any complaint or similar pleading initiating a judicial, civil, administrative, regulatory, alternative dispute or arbitration proceeding (including any appeal resulting from it), to which an "insured" is provided notice and which subjects an "insured" to a binding adjudication of liability for monetary or non-monetary relief for a "wrongful act".

However, "claim" shall not include any arbitration or grievance proceeding pursuant to a collective bargaining agreement.

All "claims" made on account of a single "wrongful act" shall be treated as a single "claim" first made on the date the earliest of the "claims" was made, regardless of whether that date is before or during the "policy period" or, if applicable, during an Extended Reporting Period.

- #### B. "Damages" means a monetary judgment, award or settlement, pre-judgment interest

and post-judgment interest. "Damages" also means punitive or exemplary damages or the multiple portion thereof, if insurable under the applicable law of the jurisdiction most favorable to the insurability of such damages provided such jurisdiction is where:

1. Those damages were awarded or imposed;
2. Any "wrongful act" occurred for which such damages were awarded or imposed;
3. The "insured" resides, is incorporated or has its principal place of business; or
4. We are incorporated or have our principal place of business.

C. "Defense expenses" means and is limited to:

1. Any reasonable and necessary legal fees and expenses, including attorney fees and expert fees, incurred in the defending and appeal of a "claim";
2. The premium on appeal, attachment or similar bonds; and
3. Up to \$250 per day per "insured" for supplemental payment for reasonable expenses incurred for attendance at hearings, trials or depositions at our request or with our consent by such "insured". Such payment shall not exceed \$5,000 in the aggregate for all "insureds" in each "claim".

"Defense expenses" do not include:

4. Salaries, wages, fees, overhead or benefit expenses associated with any "insured" except as specified in subparagraph c. above; or
5. Salaries, wages, overhead or benefit expenses associated with our employees.

D. "Employee" means:

1. A natural person employed by and directed by the "insured organization", including any part-time, leased, temporary or seasonal employees; or
2. An individual who is a volunteer, intern, committee or staff member or independent contractor for the "insured organization", but only if the "insured organization" provides indemnification to such individual in the same manner as that provided to the "insured organization's" employees.

An individual's employment status shall be determined as of the date of the "wrongful act".

E. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended,

any similar federal, state, local or common law, and any rules and regulations promulgated under it.

F. "Executive" means any natural person who is, was, or shall become:

1. A duly-elected or appointed director, officer, manager, in-house general counsel, or trustee of the "insured organization", or
2. Any past, present or future members of any duly-constituted commissions, boards, committees or other units operated under the "insured organization's" charter or with the "insured organization's" written approval.

G. "Insured" means:

1. Any "executive" of the "insured organization" while acting solely within the course and scope of employment with the "insured organization";
2. Any past, present or future "employees" of the "insured organization" while acting solely within the course and scope of employment with the "insured organization";
3. The estates, heirs, legal representatives or assigns of deceased persons who were "insureds" at the time of the "wrongful act" on which a "claim" is based;
4. The legal representatives or assigns of an "insured" in the event of the "insured's" incompetence, insolvency or bankruptcy;
5. The lawful spouse of an "executive" under item 1. above, but solely with respect to such spouse's status as a spouse or such spouse's ownership interest in property that a claimant seeks as recovery for an alleged "wrongful act", and not for any "wrongful acts" actually or allegedly committed by the spouse; or
6. The "insured organization".

H. "Loss" means the amount the "insured" is legally obligated to pay for "damages", and "defense expenses" for a covered "claim" under this "Coverage Part". "Loss" includes back pay and front pay.

"Loss" does not include:

1. Civil, criminal or administrative fines, taxes or other penalties;
2. Any amounts which an "insured" is obligated to pay as result of a "claim" seeking relief or redress in any form other than monetary "damages";

3. Any future wages or benefits of any reinstated "employee" or wages or benefits associated with the continued employment of an "employee";
  4. Matters deemed uninsurable by law;
  5. Benefits or contributions payable under an "employee benefits plan";
  6. Any expenses associated with any accommodation required under the Americans with Disabilities Act, the Civil Rights Act of 1964, rules or regulations promulgated under them, amendments to them or similar provisions in any federal, state or local law or common law;
  7. Any amount not indemnified by the "insured organization" for which an "insured" is absolved from payment by reason of any covenant, agreement or court order; or
  8. Any amount allocated to non-covered loss in accordance with **SECTION VIII - GENERAL CONDITIONS** of the **Common Policy and Terms Section, Paragraph K, Allocation**.
- I. "Third party" means any natural person who is a customer, supplier, vendor, service provider, volunteer, leased worker, temporary worker or independent contractor, business invitee or other client of the "insured organization".
- J. "Wrongful act" means:
1. With respect to any "claim" brought by or on behalf of your "executives", "employees", or applicants for employment, any actual or alleged:
    - a. Wrongful dismissal, discharge or termination of employment, including constructive termination, dismissal or discharge;
    - b. Breach of a written, oral or implied employment contract;
    - c. Wrongful failure to employ or promote;
    - d. Wrongful demotion, denial of tenure or practice privileges or deprivation of a career opportunity;
    - e. Negligent supervision, training, evaluation, reassignment, hiring or retention;
    - f. Negligent failure to adopt or enforce employment-related policies and procedures by an "insured organization";
    - g. Employment-related wrongful discipline;
    - h. Employment discrimination or violation of any employment discrimination law;
    - i. Disparate treatment of or failure or refusal to hire a claimant because he or she is or claims to be a member of a class which is or is alleged to be legally-protected;
    - j. Employment-related invasion of privacy, false arrest or false imprisonment;
    - k. Employment-related defamation, libel or slander, including statements in an employee reference;
    - l. Employment-related wrongful infliction of emotional distress, mental anguish or humiliation;
    - m. Employment-related misrepresentation;
    - n. Sexual or other workplace harassment of any kind, including any unwelcome sexual or non-sexual advances, requests for sexual or non-sexual favors, or other verbal, visual, or physical conduct of a sexual or non-sexual nature that is made a condition of employment with or used as a basis for employment decisions by, interferes with performance or creates an intimidating, hostile or offensive working environment;
    - o. Retaliation against an "executive" or "employee" arising out of employment by or services performed for the "insured organization"; or
    - p. Violation of any federal, state or local civil rights laws, committed or attempted by an "insured" in his or her capacity as an "insured" or by the "insured organization".
  2. With respect to any "claim" brought by or on behalf of a "third party" means, any actual or alleged:
    - a. Discrimination against a "third party",
    - b. Sexual harassment of a "third party"; or
    - c. Violation of a "third party's" civil rights because of discrimination or sexual harassment, committed or attempted by an "insured" in their capacity as an "insured" or by the "insured organization".
- Any series of "wrongful acts" that are connected by reason of a common claimant, transaction,

"Policy", action, omission or decision are a single "wrongful act".

#### IV. SECTION IV - ADDITIONAL EXCLUSIONS

In addition to the Exclusions listed in **SECTION IV. EXCLUSIONS** of the **Common Policy Terms and Conditions Section**, the following exclusions apply to this "Coverage Part".

A. This insurance does not apply to "loss" on account of any "claim" made against any "insured" directly or indirectly arising out of, based upon or attributable to:

1. The physical injury to or destruction of any tangible property, including all resulting loss of use of that property and loss of use of property that is not physical injured;
2. Bodily injury, disability, sickness, disease, death, assault or battery sustained by any person. This exclusion shall not apply to mental anguish or emotional distress arising out of "wrongful acts";
3. Any actual or alleged violation of the responsibilities, obligations or duties imposed by "ERISA";
4. Obligations or payments owed under:
  - a. An express written or verbal contract of employment;
  - b. An agreement to make payments in the event of the termination of employment; or
  - c. An agreement to assume another's liability. However, this exclusion does not apply to the liability of an "insured organization" which would have attached even in the absence of such contract or agreement.
5. Any "wrongful act", transaction, decision, fact, circumstance or situation which has been the subject of any notice given prior to the inception of this "Policy" under any other "Policy" of insurance.
6. Any "wrongful act", fact, circumstance or situation of which, any "insured" authorized to receive notice had knowledge and from which such "insured" could reasonably expect a "claim" to arise.
7. Any violation of any of the responsibilities, obligations, or duties imposed by any federal, state or local statutory or common law, including but not limited to the National Labor Relations Act, or amendments to or regulations promulgated under any such law that governs the rights of employees to engage in union or other collective activities, the duty of an employer to meet,

discuss or bargain with employees or employee representatives, the enforcement of any collective bargaining agreement or any grievance or arbitration proceedings. This exclusion does not apply to any "claim" for retaliatory treatment against any "insured" who is attempting to exercise his or her rights under the above referenced statute, law, rule, regulation or order;

8. Any violation of any of the responsibilities, obligations, or duties imposed by any federal, state or local statutory or common law, including but not limited to the Occupational Safety and Health Act, or amendments to or regulations promulgated under any such law that governs workplace safety and health. This exclusion does not apply to any "claim" for retaliatory treatment against any "insured" who is attempting to exercise his or her rights under the above referenced statute, law, rule, regulation or order;
9. Any violation of any of the responsibilities, obligations, or duties imposed by any federal, state or local statutory or common law, including but not limited to, The Consolidated Omnibus Budget Reconciliation Act, or amendments to or regulations promulgated under any such law that governs any employee benefit arrangement, program, plan or "Policy". This exclusion does not apply to any "claim" for retaliatory treatment against any "insured" who is attempting to exercise his or her rights under the above referenced statute, law, rule, regulation or order;
10. Any violation of any of the responsibilities, obligations, or duties imposed by any federal, state or local statutory or common law, including but not limited to the Worker Adjustment and Retraining Notification Act, or amendments to or regulations promulgated under any such law that governs any obligation of an employer to notify, discuss, or bargain with employees or others in advance of any plant or facility closing or mass layoff, or any similar obligation; This exclusion does not apply to any "claim" for retaliatory treatment against any "insured" who is attempting to exercise his or her rights under the above referenced statute, law, rule, regulation or order;



11. Any failure to comply with any law concerning workers compensation, unemployment insurance, Social Security, disability benefits or any similar laws. This exclusion shall not apply to any "claim" for retaliatory treatment against any "insured" who is attempting to exercise his or her rights under the above laws; or
  12. Any violation of any of the responsibilities, obligations, or duties imposed by any federal, state or local statutory or common law, including but not limited to the Fair Labor Standards Act, or amendments to or regulations promulgated under any such law, that governs wage, hour and payroll policies and practices, except the Equal Pay Act. This exclusion does not apply to any "claim" for retaliatory treatment against any "insured" who is attempting to exercise his or her rights under the above referenced statute, law, rule, regulation or order.
- B. This insurance does not apply to "loss" on account of any "claim" made against any "insured":
1. For unpaid wages or overtime pay for hours actually worked or labor actually performed by any "employee" or for improper payroll deductions;
  2. Directly or indirectly arising out of, based on or attributable to a lockout, strike, picket line, replacement or other similar action resulting from labor disputes, labor negotiations, or collective bargaining agreements; or
  3. To the extent such "loss" constitutes employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation earned by the claimant in the course of employment or the equivalent value thereof. This Exclusion shall not apply to front pay or back pay.

No fact pertaining to or knowledge possessed by or "wrongful act" of any "insured" shall be imputed to any other "insured" for the purpose of determining the applicability of the exclusions listed above.

#### V. SECTION V – ADDITIONAL GENERAL CONDITIONS

In addition to the conditions listed in **SECTION VIII – GENERAL CONDITIONS** of the **Common Policy Terms and Conditions Section**, the following condition applies to this "Coverage Part":

#### Acquisition of Subsidiaries

If after the inception of the "policy period" you form an organization that qualifies as a nonprofit organization under the Internal Revenue Code or acquire or assume more than fifty percent (50%) of the assets, liabilities, or equity of, or obtain the right to elect or select a majority of directors or trustees, of such an organization, coverage under this "Coverage Part" shall apply to the "subsidiary" only if the first "Named Insured" meets the following conditions:

- A. If, at the time of the acquisition or formation described above:
1. The total assets of the acquired or formed "subsidiary" exceed ten percent (10%) of the total assets of the "insured organization" as of the beginning of the "policy period"; or
  2. The total number of "employees" of the acquired or formed "subsidiary" exceeds ten percent (10%) of the total number of "employees" of the "insured organization" as of the beginning of the "policy period",
- then the first "Named Insured" shall give us written notice of the formation or acquisition as soon as practicable, but not later than sixty (60) days after the date of such formation or acquisition.
- B. If at the time of the acquisition or formation described above:
1. The total assets of the acquired or formed "subsidiary" exceed twenty-five percent (25%) of the total assets of the "insured organization" as of the beginning of the "policy period"; or
  2. The total number of "employees" of the acquired or formed "subsidiary" exceeds twenty-five percent (25%) of the total number of "employees" of the "insured organization" as of the beginning of the "policy period",

then the first "Named Insured" shall agree to any amendments to the terms of this "Policy" we require and shall pay any additional premium we require.

If the first "Named Insured" does not comply with the conditions 1. or 2. above, coverage under this "Coverage Part" for the "subsidiary" shall terminate regarding "claims" first made more than 60 days after the formation or acquisition of the "subsidiary".



## IMPORTANT POLICYHOLDER INFORMATION

### EMPLOYMENT PRACTICES RISK MANAGEMENT HOTLINE

We are pleased to inform you of the following employment practices risk management resources, which are accessible to you as a Hanover policyholder.

The Hanover has teamed up with Jackson Lewis P.C., a national Employment Practices and Labor Relations law firm to provide expert risk management services. Our policyholders have access to an exclusive hotline where experienced employment attorneys are prepared to assist and address your employment related questions. The dedicated telephone number for Hanover policyholders is:

**1-866-758-6874**

This hotline is made accessible to assist our policyholders on a broad range of employment related subjects such as forms of harassment, insubordination, wage and hour issues, leaves of absence, immigration processes, employment-at-will concepts and employment issues outside the U.S.

This service is not intended to provide a determinative answer regarding specific employment situations or issues that are more appropriately addressed with legal counsel. Such situations would include specific personnel actions, current or prior Equal Employment Opportunity Commission ("EEOC") investigations, employee performance, compliance with state or federal employment statutes, employment contracts or benefits administration.

When calling the hotline, the caller will be asked to provide his or her name, the name of the company on the Hanover policy, the policy number as well as the caller's email address, mailing address and telephone number. The nature of the discussions on the hotline will not be shared with the Hanover. However, for informational purposes, Jackson Lewis will provide Hanover with a list of callers and time spent on the call.

As a reminder, whenever you become aware of a current or potential claim you should also immediately give notice to Hanover in accordance with the policy terms and conditions.

Since its founding in 1958 Jackson Lewis, a national firm employing roughly 600 labor and employment lawyers, has exclusively represented management in cases involving a full spectrum of workplace law issues. You can learn more about the firm and access additional information through their website at [www.jacksonlewis.com](http://www.jacksonlewis.com)

*Please note that the independent risk management services offered by Jackson Lewis P.C. are accessible to you as a policyholder of The Hanover Insurance Company or one of its subsidiaries and affiliates. The Hanover is independent from Jackson Lewis P.C. and is not responsible for any fees or charges you may incur for services or products which may be offered to you, or for which you may contract with Jackson Lewis P.C. Under no circumstances should the recommendations, services or products of Jackson Lewis P.C. be construed as recommendations, services or products of The Hanover Insurance Group, Inc. By making this service provider accessible to you, The Hanover does not assume (and specifically disclaims) any duty, undertaking or responsibility to you regarding the employment risk management services of Jackson Lewis P.C.*

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

In Witness Whereof, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.



Frederick H. Eppinger  
President



Charles Frederick Cronin  
Secretary