



## **Monarch River Academy**

2293 East Crabtree Avenue, Porterville, CA 93257

Ph (559) 316 -0157 | Fax (559) 335-4089

**Special Board Meeting  
Monarch River Academy  
July 14, 2020 – 5:00 pm  
337 N Plaza Drive  
Visalia CA, 93291**

**Through Teleconference  
Join Zoom Meeting  
<https://zoom.us/j/9854259770>**

**Meeting ID: 985 425 9770**

**Dial by your location  
+1 669 900 6833 US (San Jose)  
Meeting ID: 985 425 9770**

**Find your local number: <https://zoom.us/u/ai4RhhtNf>**

### **AGENDA**

1. Call to Order
2. Flag Salute
3. Approval of the Agenda
4. Public Comments
5. Discussion and Potential Action on the Vendor Agreement
6. Discussion and Potential Action on the CharterSAFE Renewal
7. Board of Directors Requests
8. Announcement of Next Regular Scheduled Board Meeting
9. Adjournment



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Public comment rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: Monarch River Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

# VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made between **Monarch River Academy** ("School"), a California nonprofit public corporation ~~that operates a public charter school~~ and \_\_\_\_\_ ("Vendor").



## RECITALS

WHEREAS, School fosters successful student achievement through a quality, personalized, and standards-based education program featuring unique and hands-on experiential learning experiences;

WHEREAS, Vendor is engaged in the businesses of providing experienced and qualified educational services as set forth in **Exhibit A**; and

WHEREAS, School desires to retain Vendor for the purpose of providing the services described herein for the benefit of the School, families, and students.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the parties agree as follows:

## **SECTION 1. TERM and TERMINATION.**

- a. Term: This Agreement shall be effective as of **[INSERT DATE]** ~~until June 30, 2020 (the "Initial Term").~~ **[INSERT DATE]**.
- b. Termination: Vendor may terminate this Agreement for cause after providing sixty (60) days advance written notice to School. School may terminate this Agreement at any time, with or without cause in its sole discretion with same-day written notice. Upon termination, School shall pay Vendor for all necessary and approved Services rendered pursuant to this Agreement and relevant "Enrichment Certificate(s)" (defined below) up to the effective date of termination. School has no obligation to pay Vendor for any Services provided after the effective date of termination. The termination of this Agreement constitutes a termination of any active invoices and Enrichment Certificates.

## **SECTION 2. SERVICES.**

- a. Scope of Services: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference ("Services"), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under

the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.

- b. No Authority to Bind School: Vendor understands and agrees that Vendor lacks the authority to bind School contractually, conduct business on School's behalf, or incur any obligations on behalf of School. Specifically, Vendor agrees not to represent himself/herself or any Vendor employees, agents, or contractors as an employee of School in any capacity, including, but not limited to, when interacting with School students, parents, vendors, or employees.
- c. Responsibility for Performance: Vendor assumes full responsibility for the performance of Vendor's duties under the terms of this Agreement and warrants that Vendor and its employees, contractors, and other agents are fully qualified in Vendor's specialized skill or expertise to perform such duties. Vendor will not enter into any contract or engagement that conflicts or interferes with Vendor's duties under this Agreement.
- d. Compliance with Charter Petition and Law: Except when otherwise expressly required by applicable law, School shall not be responsible for monitoring Vendor's compliance with the law, charter petition, and Agreement. Vendor acknowledges that School must comply with Education Code § 220's prohibitions against discrimination, obligations to provide a free appropriate education to students with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act, and be non-sectarian in its programs. Vendor must be non-sectarian in any Services provided to School students. Vendor shall ensure its performance of its Services complies with these legal and charter petition requirements. If Vendor performs any Services in a manner that is contrary to law, Vendor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising therefrom.
- e. Service Limitations: Vendor shall not serve a School student for more than twelve (12) core academic hours including math, language arts, social studies, science and world language during the school week (Monday to Friday from 8:00 am to 2:30 pm) under this Agreement or any other arrangement (e.g., Student participation in a Vendor program outside of School activities); excepting visual and performing arts, CTE pathways, robotics, and physical activities including dance, gymnastics, karate, and other similar activities, as approved by the supervising teacher.
- f. No Private School Affiliation: Vendor certifies that it is not, nor is it affiliated with, a private school that submitted an affidavit to register with the California Department of Education and is listed on the state's Private School Directory ("Private School"). Vendor affirms the Services shall not be provided at a Private School. Vendor affirms that it will not confer any compensation received for performing Services under this Agreement to a Private School.

- g. Prohibited Conflicts: Vendor is prohibited from providing Services under this Agreement to a relative (e.g., child, grandchild, niece/nephew, sibling, etc.) of the Vendor (or its employees). School shall not be responsible for paying Vendor for the prohibited services described herein.

### **SECTION 3. PAYMENT.**

- a. Enrichment Certificate: School requests Services from Vendor through **School's issuance of** an Enrichment Certificate. School is not responsible **to pay for any the** costs of Services without issuance of an Enrichment Certificate. The Enrichment Certificate will detail requested Services, dates of Services, fees for Services, and other relevant information. Vendors must first receive an Enrichment Certificate before providing Services to students. School does not pay for Services in advance. If an Enrichment Certificate expires, Vendor must cease providing Services until it receives another Enrichment Certificate.
- b. Vendor Invoice: School shall pay Vendor for Services performed through invoices. Vendor will remit one (1) itemized invoice after completing the Services pursuant to an Enrichment Certificate. Vendors should submit invoices to **[INSERT CONTACT INFORMATION]**. School will endeavor to pay undisputed invoice amounts within thirty (30) days of receipt.
- c. Termination of Enrichment Certificate: School may terminate an Enrichment Certificate at any time, with or without cause in its sole discretion with same-day written notice. School shall pay Vendor the undisputed amounts for Services already performed under the Enrichment Certificate.
- d. Incurred Costs: Any damages or costs incurred by School, including replacement costs, as a result of Vendor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Vendor.
- e. Use of School's Name: Vendor shall not use the name, insignia, mark, or any facsimile of the School for any purpose, including but not limited to advertising, client lists, or references, without the advance written authorization of the School.

### **SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.**

- a. Vendor Qualifications: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.

- b. Relationship: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out the Services to be performed by Vendor under the terms of this Agreement. It is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.
- c. Licenses: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.
- d. No Training or Instruction: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

**SECTION 5. TAXES.** Because Vendor is not an employee of School, all compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099, as applicable, at year end. Vendor is responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Vendor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Vendor or its employee(s) is/are an employee of School subject to withholding and social security contributions, Vendor acknowledges consistent with this Agreement that all payments due to Vendor under this Agreement are gross payments, and the Vendor is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

**SECTION 6. BENEFITS.** Vendor and its employees, contractors, and agents are not entitled to the rights or benefits that may be afforded to School employees including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Vendor is solely responsible for providing at Vendor's own expense, disability, unemployment, workers' compensation and other insurance for Vendor and any of its employees, contractors, and agents. ~~Vendor shall further maintain at its own expense any permits, credentials, certifications and/or licenses necessary to provide the Services and shall provide any training necessary for its employees, contractors, and agents to perform all Services under this Agreement.~~

**SECTION 7. MATERIALS.** Vendor will furnish at its own expense all materials, equipment and supplies used to provide the Services.

## SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

- a. Background Check: Vendor shall ensure its employees, agents, and contractors working directly with School students complete a criminal background check through the Department of Justice ("DOJ") in accordance with Education Code section 45125.1. Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5(c) and 1192.7(c). The cost of the background check is the Vendor's responsibility.
- b. First Aid & CPR Certification: Upon School's request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification. Vendors shall implement safety policies and procedures related to emergency response and accident reporting reasonable for the Services.
- c. Supervision: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor's provision of Services. Students shall not interact in one-on-one settings with Vendor (or its employees) without the School's express written permission. Vendor may not transport students without School's express written permission.
- d. Student Discipline: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor's enrichment services. Vendor must immediately notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. ~~If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.~~ If Vendor wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.
- e. Reporting Bullying and Harassment Incidents to School: To the fullest extent allowed by law, Vendor shall immediately notify School if it becomes aware of any incident of bullying, discrimination, harassment, or sexual harassment at Vendor's place of business, during Vendor's provision of Services, or otherwise involving School students, Vendor, or Vendor's employees, contractors, or agents in any way. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School.
- f. Training: Vendor shall ensure its employees, contractors, or agents who interact with School students participate in sexual harassment prevention training before providing Services under this Agreement. Upon School's request, Vendor shall provide proof of compliance with this training requirement

## **SECTION 9. INDEMNIFICATION AND INSURANCE.**

- a. Indemnification: To the maximum extent allowable by law, Vendor will indemnify, defend, and hold harmless School, its officers, directors, employees, agents and volunteers from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur that arise out of or relate to this Agreement or the alleged negligence, recklessness or willful misconduct of Vendor, including of Vendor's officers, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom Vendor is legally responsible. Vendor's indemnity, defense and hold harmless obligations shall survive the termination of this Agreement. To the maximum extent allowable by law, Vendor also agrees to hold harmless, indemnify, and defend School from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) School suffers as a result of (a) Vendor's failure to meet its obligations under Sections 4-6, or (b) a third party's designation of Vendor or Vendor's employees, agents, or contractors as an employee of School regardless of any actual or alleged negligence by School.
- b. General Liability Insurance Limits: Vendor agrees to maintain general liability insurance coverage, including both bodily injury and property damage, with at least the following coverage limits:
  - i. \$1,000,000 per occurrence
  - ii. \$2,000,000 general aggregate
  - iii. \$500,000 personal & advertising injury
- c. Additional Insurance Requirements: Vendor's insurance shall constitute primary coverage for any loss or liability arising from or relating to this Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

## **SECTION 10. CONFIDENTIALITY.**

- a. Confidential Information: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior



written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under this Agreement.

Vendor shall not use any Confidential Information (e.g., student or parent contact information) to market any products or services to School parents or students without School's express written permission. Vendor must take all necessary and appropriate steps to protect and safeguard all of School's Confidential Information and proprietary information from unauthorized disclosure.

- b. Disclosure of Records: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

**SECTION 11. ENTIRE AGREEMENT.** This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

## **SECTION 12. DISPUTE RESOLUTION.**

- a. Informal Dispute Resolution: If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties shall first meet and confer informally in an attempt to resolve the issue.

- b. Mediation: If reasonable efforts at informal resolution are unsuccessful, the parties shall participate in a mediation with a mutually-agreed upon mediator. Any costs and fees, other than attorneys' fees, associated the mediation shall be shared equally by the parties.
- c. Arbitration: If School has paid more than \$25,000 to Vendor for Services since the start of the previous fiscal year, and efforts to resolve the dispute at mediation are unsuccessful, the parties agree that such dispute will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the nearest JAMS location, or other service agreed upon by both parties, and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the parties hereto, and shall be enforceable in any court of competent jurisdiction. The party initiating the arbitration shall advance the arbitrator's initial fee. Otherwise and thereafter, each party shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent either party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

**SECTION 13. MODIFYING THE AGREEMENT.** No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both parties.

**SECTION 14. NO WAIVER.** No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**SECTION 15. NO ASSIGNMENT.** No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

**SECTION 16. SEVERABILITY.** If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining

provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

**SECTION 17. GOVERNING LAW.** This Agreement shall be governed by and interpreted under the laws of the State of California.

**SECTION 18. AUTHORITY TO CONTRACT.** Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

**SECTION 19. NOTICES.** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement; (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (c) via email address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

**If to Vendor:**

*(Please fill in with your information)*

Business: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**If to School:**

[INSERT CONTACT]

Vendor Administrator

[INSERT ADDRESS]

[INSERT EMAIL ADDRESS]

[INSERT PHONE NUMBER]

**SECTION 20. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of

the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

**MONARCH RIVER ACADEMY**

**VENDOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A**  
**Detailed List of Vendor Services and Prices**

\*Anything not listed will not be approved

**Services Offered:**

**Grade Level and Price:**

**\$** \_\_\_\_\_ **Per** \_\_\_\_\_

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

**\$** \_\_\_\_\_ **Per** \_\_\_\_\_

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

**\$** \_\_\_\_\_ **Per** \_\_\_\_\_

TK - K	
Grade 1-5	
Grade 6-8	
Grade 9-12	

**Cancellation & Refund Policy**

**Services that are not rendered are subject to a full refund. Refunds must be credited back to the school.**

**Name of Owner/Director:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## 2020-2021 Membership Proposal

*Prepared for:*

**Monarch River Academy**

*Coverage Effective:*

July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

California Charter Schools Joint Powers Authority  
P.O. Box 969, Weimar, CA 95736  
Phone: 888.901.0004 Fax: 888.901.0004  
[www.chartersafe.org](http://www.chartersafe.org)

Issued: June 03, 2020 at 2:19 pm

**DISCLOSURE:** This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Laurie,

CharterSAFE is pleased to present your membership proposal for the 2020-2021 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Karen Bianchini**, Managing Director, Risk Management, at [kbianchini@chartersafe.org](mailto:kbianchini@chartersafe.org) or (916) 880-3460.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with an approved California scholastic joint powers authority.

#### **REQUIRED SIGNATURES:**

To bind coverage, you must complete and sign the following:

1. The proposal acceptance at the end of the "Member Contribution Summary" page

We look forward to working with you in the 2020-2021 year!

Thank you,

The CharterSAFE Team



# CharterSAFE

## 2020-2021 CLAIMS AND INCIDENT REPORTS GUIDELINES

**Member schools must notify CharterSAFE by submitting an online report, as soon as practicable, of an occurrence, accident, injury, claim, or suit or of circumstances that may reasonably result in a claim or suit.** A delay in reporting could mean lapse in coverage.

For your protection, claims will not be accepted by phone, email, or fax.

### CLAIMS FILING PROCESS ON THE WEB PORTAL

- Go to [www.chartersafe.org](http://www.chartersafe.org) and log in.
- If you need to reset your login credentials, please reach out to your CharterSAFE Representative: [Whitney Delano](mailto:wdelano@chartersafe.org) at [wdelano@chartersafe.org](mailto:wdelano@chartersafe.org).
- Hover over the "Claims" tab, choose "Submit a Claim" and our website will prompt you with a series of questions to help you determine the appropriate claim form to submit.
- Complete the online questions and select the "Submit" icon at the bottom. After submission, you will receive a confirmation email with information regarding next steps.

### CLAIMS RESOURCES AND FORMS

- Hover over the "Claims" tab, choose "Resources and Forms" and you will find all supporting documents you might need when filing a claim or incident report, such as:
  - Student Accident Claim Packet (English and Spanish)
  - Volunteer Accident Claim Packet (English and Spanish)
  - Statement of No Insurance
  - Workers' Compensation Claim Form (DWC-1)
  - Employee Fact Sheet
  - Kaiser on the Job Clinics
  - Employee Injury Card

For any claim reporting questions, please contact [Dennis Monahan](#), Managing Director, Claims, at (619) 878-6221 or email [dmonahan@chartersafe.org](mailto:dmonahan@chartersafe.org).

## MEMBER CONTRIBUTION SUMMARY

Monarch River Academy

Coverage Effective: July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

Your CharterSAFE Insurance Program includes the following coverages:

### Liability & Property Package Member Contribution

**\$77,326**

#### Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Sexual Abuse Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

#### Crime

#### Property

#### Student & Volunteer Accident

#### Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability

### Workers' Compensation & Employer's Liability Member Contribution

**\$24,366**

### Total Member Contribution

**\$101,692**

Choose One Payment Option

☐ **Payment in Full \$101,692**

☐ **Installment Plan**

- Deposit (25%) - Due Now - \$25,423
- 9 Monthly Installments - \$8,474

\*Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

### Proposal Acceptance:

By signing below, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**DISCLOSURE:** This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Mailing Address  
1740 E Huntington Drive  
Duarte, CA 91010

Continuity and Retroactive Dates

Directors & Officers Liability Continuity Date: 07/21/2014  
Employment Practices Liability Continuity Date: 07/21/2014  
Fiduciary Liability Continuity Date: 07/21/2014

Vehicles  
None scheduled.

EXPOSURES & LOCATIONS  
Member contributions are calculated based on the following exposures:

Students/Employees/Payroll

Location Address(es)	Students	Employees	Payroll
Monarch River Academy 1740 Huntington Drive Suite 205 Duarte, CA 91010	921	43	\$2,680,008.00
Total:	921	43	\$2,680,008.00

Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Monarch River Academy 1740 Huntington Drive Suite 205 Duarte, CA 91010	\$0.00	\$15,000.00	\$10,000.00	\$25,000.00
Total:	\$0.00	\$15,000.00	\$10,000.00	\$25,000.00

## CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **\$5,000,000** Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

### Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
<b>Directors &amp; Officers and Company Liability</b>	\$5,000,000 per <b>claim</b> and member aggregate	Varies*
<b>Employment Practices Liability</b>	\$5,000,000 per <b>claim</b> and member aggregate	Varies*
<b>Fiduciary Liability</b>	\$1,000,000 per <b>claim</b> and member aggregate	\$0

\*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim: \$15,000.00 per occurrence  
1 Claim: \$25,000.00 per occurrence  
2 Claims: \$50,000.00 per occurrence  
3 or more Claims: \$100,000.00 per occurrence

**Reporting:** Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.

### General Liability

Coverages	Limits	Deductibles
<b>Bodily Injury Property Damage</b>	\$5,000,000 per occurrence and member aggregate	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
<b>Medical Payments</b>	\$10,000 per person \$50,000 per occurrence	\$0
<b>Products and Completed Operations</b>	\$5,000,000 per occurrence and member aggregate	\$0
<b>Armed Assailant Sublimit</b>	\$100,000 per occurrence and aggregate	\$0

\*A list of *High-Risk Activities* is available at [www.chartersafe.org](http://www.chartersafe.org) or you may contact **Karen Bianchini** (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.

### Employee Benefits Liability

Coverages	Limits	Deductibles
<b>Employee Benefits Liability</b>	\$5,000,000 per occurrence and member aggregate	\$0

### Educator's Legal Liability

Coverages	Limits	Deductibles
<b>Educator's Legal Liability</b>	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
<b>IEP (Individualized Education Program) Defense Sublimit</b>	\$50,000 per occurrence and aggregate sublimit	\$7,500 per occurrence

## Sexual Abuse Liability

Coverages	Limits	Deductibles
Sexual Abuse Liability	\$5,000,000 per occurrence and member aggregate	\$0 if school completes training requirement
		\$100,000 if school did not complete training requirement
<b>*Training Mandate</b> Sexual Abuse Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is <b>REQUIRED</b> to be completed by 90% or more of staff within 90 days of coverage renewal. New employees are required to complete the training within 6 weeks of employment.		

## Law Enforcement Activities Liability

Coverages	Limits	Deductibles
<b>Law Enforcement Activities Liability</b>	\$5,000,000 per occurrence and member aggregate	\$0

## Automobile

Coverages	Limits	Deductibles
<b>Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos</b>	\$5,000,000 per occurrence and member aggregate	\$0
<b>Auto Physical Damage*</b>	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

## Excess Liability - SELF

<b>Coverage Provided by:</b>	Schools Excess Liability Fund (SELF)
<b>Coverage:</b>	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
<b>Limits:</b>	\$50,000,000 per occurrence/claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

CharterSAFE joined SELF, a nonprofit scholastic JPA in California, as a single member of SELF for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different limits, terms, conditions and exclusions. You can access SELF JPA's information at [www.selfjpa.org](http://www.selfjpa.org).

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

CRIME

Coverages	Limits	Deductibles
Money and Securities	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
Forgery or Alteration	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence and member aggregate	Varies*
Computer and Funds Transfer Fraud	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence

\*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

- 0 Claim: \$500.00 per occurrence
- 1 Claim: \$5,000.00 per occurrence
- 2 Claims: \$10,000.00 per occurrence
- 3 or more Claims: \$20,000.00 per occurrence

## PROPERTY

**Perils Include:** Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

**Valuation:** Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
<b>Property</b>	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.  See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
<b>Boiler &amp; Machinery / Equipment Breakdown</b>	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.  See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
<b>Business Interruption</b>	\$10,000,000 per occurrence	\$1,000 per occurrence
<b>Extra Expense</b>	\$10,000,000 per occurrence	\$1,000 per occurrence
<b>Causes of Loss:</b>  <b>Water Damage</b> <b>Wildfire</b>	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.  See "Exposures & Locations" section for scheduled limits.	Varies*

\*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim: \$1,000.00 per occurrence  
1 Claim: \$5,000.00 per occurrence  
2 Claims: \$10,000.00 per occurrence  
3 or more Claims: \$20,000.00 per occurrence

### PLEASE NOTE:

If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: **Whitney Delano** at [wdelano@chartersafe.org](mailto:wdelano@chartersafe.org). CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact **Kiki Goldsmith** ([Kiki\\_Goldsmith@ajg.com](mailto:Kiki_Goldsmith@ajg.com)/ 949-349-9842).



## STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
<b>Student Accident</b>	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
<b>Volunteer Accident</b>	\$25,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
*A list of <i>High-Risk Activities</i> is available at <a href="http://www.chartersafe.org">www.chartersafe.org</a> or you may contact Karen Bianchini (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.		

### Terms & Conditions:

- Coverage is provided on an excess basis, but would become primary should the student not have health insurance.
- Claim submission deadline: 90 days after the Covered Accident.

### Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher  
18201 Von Karman Avenue, Suite #200  
Irvine, CA 92612

**Kiki Goldsmith**  
Client Service Executive  
[Kiki\\_Goldsmith@ajg.com](mailto:Kiki_Goldsmith@ajg.com)  
949-349-9842

## ADDITIONAL PROGRAM COVERAGES

### Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
<b>Pollution Liability and First Party Remediation</b>	\$1,000,000 per pollution condition or indoor environmental condition \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per occurrence

**Reporting:**

Claim must be reported to CharterSAFE within 60 days after policy expiration.  
Coverage is provided on a claims-made basis.

### Terrorism Liability

Coverages	Limits	Deductibles
<b>Terrorism Liability</b>	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

**Reporting:**

Claim must be reported to CharterSAFE within 60 days after policy expiration.  
Coverage is provided on a claims-made basis.

### Terrorism Property

Coverages	Limits	Deductibles
<b>Terrorism Property</b>	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section for schedule limits.	\$1,000 per occurrence

### Cyber Liability

Coverages	Limits	Deductibles
<b>Cyber Liability</b>	\$1,000,000 per <b>claim</b> \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$2,500 per <b>claim</b>

**Coverage Includes:**

- Privacy Notification Costs
- Regulatory Fines and Claim Expenses for Privacy Liability
- Extortion Damages for Extortion Threat
- Crisis Management Expenses
- Business Interruption

**Reporting:**

Claim must be reported to CharterSAFE within 60 days after policy expiration.  
Coverage is provided on a claims-made basis.

**Requirement for Coverage to be in effect:**

Completed cyber application.

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

**Auditable:** The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.