

New Hampshire State Board of Education  
Due to the COVID-19 State of Emergency, this meeting will be held via Zoom Webinar.

Advance registration is required via this link:

[Register here for the NH State Board of Education December Meeting](#)

After registering, you will receive a confirmation email containing information about joining the webinar.

Thursday, December 10, 2020



## AGENDA

- I. **CALL TO ORDER – 9:00 AM**
- II. **PLEDGE OF ALLEGIANCE**
- III. **PUBLIC COMMENT** ~ Please submit written commentary to [Angela.Adams@doe.nh.gov](mailto:Angela.Adams@doe.nh.gov) to be published with the monthly meeting materials.
- IV. **PRESENTATIONS/REPORTS/UPDATES**
  - A. **Student/Shaker Regional School Board ~ SB-FY-21-08-002** (*McKinney-Vento*)
  - B. **Comprehensive Support and Improvement (CSI) School Presentations** ~ *CHRISTINE BRENNAN, NHDOE, Deputy Commissioner, MIKE SCHWARTZ, President, Demonstrated Success, LLC, KELLY ESPINOLA, Principal, Parker Varney Elementary School (Manchester), and STEPHANIE SYRE-HAGER, Principal, Antrim Elementary School (Antrim)*
  - C. **Report of the Nottingham Planning Committee** ~ *SUSAN LEVENSON, School Board Member/Committee Chair, KARYL MARTIN, Community Member, JASON SPEARIN, Community Member, DEBBIE RICKER, Community Member*
  - D. **Bullying Report for School Year 2019-202020 per [RSA 193-F:6,II](#)** ~ *DIANA FENTON & RICH FARRELL, NHDOE Governance Unit*
- V. **CHARTER SCHOOL REPORTS/UPDATES** ~ *JANE WATERHOUSE, NHDOE, Charter School Administrator*
  - A. **New Application for Gathering Waters Public Charter School** ~ *GABRIELLE SCHUERMAN, JANET GORDON and MARCY SCHEPKER*
- VI. **LEARN EVERYWHERE APPLICATIONS** ~ *NATE GREENE, NHDOE, Administrator, Bureau of Educational Opportunities*
  - A. **Signum University** ~ *COREY OLSEN, President*
  - B. **New Hampshire Academy of Science** ~ *PETER FALETRA, Executive Director*
- VII. **LEGISLATIVE UPDATES** ~ *AMANDA PHELPS, NHDOE, Administrative Rules Coordinator*
  - A. **Emergency Rule ~ Vocational Rehabilitation Programs (Ed 1000)**
  - B. **Interim Rule Proposal ~ Criminal History Record Check Clearance (Ed 504.12, Ed 505.07(b) & (d), and Ed 505.08)**
  - C. **Final Proposal ~ Remote Instruction (Ed 306.18(a)(7) and Ed 306.22)**

VIII. COMMISSIONER'S UPDATE

IX. OPEN BOARD DISCUSSIONS

X. OLD BUSINESS

XI. CONSENT AGENDA

A. Meeting Minutes of November 12, 2020

B. Meeting Minutes of October 27, 2020 Charter School Retreat

XII. NONPUBLIC SESSION

XIII. ADJOURNMENT – 2:00 PM

Adams, Angela

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**From:** Emily Sherwood <[REDACTED]@gmail.com>  
**Sent:** Wednesday, December 2, 2020 7:45 AM  
**To:** Adams, Angela  
**Subject:** Letter in support of Gathering Waters Public Charter

**EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.**

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To Whom it May Concern:

As Gathering Waters Charter School finalizes their application for charter, I would like to express my wholehearted support for the initiative.

I believe that this initiative has the possibility to serve a distinct need in our Monadnock region of New Hampshire. I see that there is strong community support for the school already in place. I pledge my own support, both practical and financial, as a parent, a Waldorf teacher, and a Board member of the new initiative.

With regards,

Emily Sherwood  
Alstead, NH

September 28, 2020

Hello,

I am excited to hear Gathering Waters is starting a charter school initiative. I was interested in the Waldorf School and hoped it could be an option for my children's education as we were looking at preschools and when my older daughter entered elementary school. Unfortunately paying the tuition for two children is prohibitive. My daughters, ages 6 and (almost) 4, are both active and excited about learning, they love various arts and observing and engaging with the natural world. Waldorf seems like it would be a good fit for their personalities and interests. If tuition were not a factor, my family would consider it a realistic and preferable option. I look forward to hearing more about this!

Best regards,

Emily Burke

I am so thrilled to hear that there is movement afoot to open a Waldorf charter school in the Keene area!!!

I attended the Toronto Waldorf School for 15 years, k-12. My mother is a founder of the London Waldorf School in Ontario. In elementary school if I had a fever I would try to pretend I wasn't sick so I wouldn't miss a day of school. I often said, as a teenager, that "Waldorf education is the greatest gift my parents ever gave me". In hindsight they gave me much more, but even in my ungrateful youth I recognized how special the Waldorf model is.

Waldorf Education encourages children to observe keenly, to nurture connections with others, and to contribute to the greater good. Waldorf teaches good eye contact and a firm handshake. In the Waldorf system, a child is recognized as a unique individual and never "just a number". They are never evaluated simply on test scores, and there is a strong focus on educating and facilitating the development of the whole person, encouraging children in their interests as well as identifying and strengthening areas of weakness. Waldorf education understands that play, outdoor time, physical education and the arts don't detract from academics, they complement them.

Waldorf education teaches high standards, motivation and commitment. Waldorf schools teach children to value the gifts that they and others have to share with the world. Waldorf education teaches children physical skills for life as well as academics. Waldorf teachers are well known for going above and beyond the call of duty to create a rich, multilayered and meaningful coming of age experience.

I became a midwife, not a farmer, because I knew that if I wanted to send my children to a Waldorf school (now 18 mo and 3 yrs, respectively) I would have to pay for it, and in Ontario, where I'm from, midwives make a reliable and comfortable income. Well, life took me other places and home birth midwives don't earn well in New England but it's become my calling and I can't imagine starting some other better-paid path right now. My husband, Eliot Witten, has a passion for early childhood education, also not typically a great source of income in New England. He is a preschool teacher with a background in outdoor education and a master's degree in education. He is public school educated and he is a strong advocate for improving the quality and diversifying the content of public education.

Our children are small now, but as I look down the barrel of the next few years I see school decisions looming on the horizon. I see my husband advocating for a public school education as "good enough" and my own grief at not being able to afford giving my children the same gift I received from my parents: a Waldorf education.

Having a Waldorf charter school available to us in Keene would not only be a game changer but a life changer. I want this for my children, Roger and Ruth. I want this for my friends' children. I want this for my clients' children. This ray of hope in a difficult time for our country and our world is so very welcome. Please let this become a reality!!!

Bethany Witten, NHCM, CPM  
Alstead/Keene NH.

To Whom it May Concern,

I am writing concerning my support of the new public charter school forming in Keene, as our family is extremely interested in applying. Our daughter attended the Waldorf preschool for preschool and Kindergarten, and we were unable to send her to the elementary school due to the high cost of a private school education. The Waldorf school however served our family very well and met our needs in terms of being the highest quality, most developmentally appropriate education we could find among our choices in the area. As a clinical social worker who works with young families, and a mother of three children aged six, four and one, I value education based on human connection and experience in the outdoors. The Waldorf education surpassed this need, as well as helped develop strong early literacy skills and fine and gross motor skills in our now six year old. We would be interested in having access to this education for the rest of our children's education- for all three children. Even though our family has the income of my husband who is a full time firefighter in the City of Keene, and our family farm, the quality of private school education from the Waldorf school is inaccessible, and we are in support of a public charter school for our family and many of our neighbors.

Thank you for your time,  
Jennifer Comeau

[REDACTED] Marlborough NH 03455

Having a Waldorf charter school would be an invaluable resource to my family and community. As a single mother working full time I struggle to make ends meet while trying to give my children the best opportunities available. The Waldorf education raises kids as whole people, developing their social and artistic strengths as well as their academic ones. An affordable education also means my kids will be exposed to more diverse community members, thus creating more empathy, social awareness, and open-mindedness. This is something we are striving for in our lives.

-Tovah Kinderlehrer



**Report of the  
Nottingham Planning Committee  
November 23, 2020**

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## **Report of the Nottingham Planning Committee**

November 23, 2020

### **I. Introduction**

On March 10, 2020, the Nottingham community passed Warrant Article 10 to create a Nottingham Planning Committee to consider and make recommendations on the District's options for School Administrative Unit (SAU) services including the organization, reorganization, or withdrawal of the Nottingham School District from SAU #44, in accordance with the provisions of RSA 194-C:2. The committee has reviewed organizational charts, contracts, budgets, and the structure of several other single school district SAUs. The committee also researched options for the location of an SAU office in Nottingham and visited several sites. In addition, the committee studied other similar districts that have successfully created single district school administrative units, including using the framework of the Strafford withdrawal report. The committee also conferred with the Town of Nottingham administration and found that they are interested in working with the School District to ease the cost of administration for Nottingham taxpayers.

### **The Nottingham Community**

The Town of Nottingham is located within Rockingham County, and was granted charter on May 10, 1722, after a group of residents from Boston to Portsmouth petitioned to establish a town to the Province of NH and the British king. Nottingham is approximately 46.5 square miles with a population of 4,785 as of the 2010 census by the NH Office of Strategic Initiatives (OSI), which is expected to be over 5,000 in the 2020 census.

### **II. The Nottingham School District**

The Nottingham School District is currently a member of SAU #44, which serves the school districts of Northwood, Nottingham, and Strafford. The governing body of SAU #44 is a 15-member joint board comprised of the school boards from each school district. The Joint Board establishes the SAU budget and hires the Superintendent.

The cost of operation of the SAU is apportioned to each district based one-half on the average membership in attendance for the previous school year and one-half on the most recently available equalized valuation of each district as of June 30 of the preceding school year. The current apportionment is 39.21% for Nottingham, 29.42% for Northwood, and 31.38% for Strafford. Nottingham's portion of the SAU operating costs of \$494,069.08 is carried in the local operating budget. Strafford has formed their own SAU, #105, and effective July 1, 2021, will no longer be a member of SAU #44.

Nottingham has one elementary school built in 1995. The building features a large gym, a library media center, music and art rooms, and a new playground. The District also offers a full day kindergarten program. The K-8 school has 481 students (as of October 1, 2020); enrollment numbers have been impacted by the COVID-19 pandemic. Historically, Nottingham enrollment ranges from 510-525 students at the K-8 level. Currently, 9 students are attending charter schools for K-8 instruction.

The school district currently serves 270 high school students. The Nottingham School District has long-standing tuition contracts with Coe-Brown Northwood Academy and the Dover School District for the education of our high school students. The tuition contracts detail the costs of the special education services at each high school and all costs are carried in the Nottingham local operating budget. These contracts will not be impacted if Nottingham withdraws from SAU #44. The formation of a single district SAU will have no impact on our students in terms of the schools they attend or programming.

Nottingham preschool students have the option of attending Step by Step Preschool, which is located at Northwood Elementary School and governed by the School Boards of Nottingham and Northwood. The Nottingham School District currently pays fifty percent of the operating costs of the preschool, which is funded through the Nottingham School District local operating budget. The proposed budgeted amount for 2021-2022 is \$384,278 and Nottingham's portion is \$192,139 (50%). Any preschooler residing in Northwood or Nottingham, who is three or four years old by September 30th, is eligible for enrollment in the program. Children with educational disabilities may be enrolled upon their third birthday throughout the school year, as determined by state and federal law. Currently, the Nottingham School District plans to continue with this arrangement for our preschool students for the near term. The Nottingham School Board has formed a Preschool Committee that includes building staff and administration, and will be facilitated by the Race-to-K program, to study the feasibility of establishing a preschool at Nottingham School or other suitable location within town to serve the students of Nottingham.

### III. Financial Planning in the Nottingham School District

The Nottingham School District has an official budget committee that works with the school district and municipality on budget development and planning. The Nottingham School Board participates in planning for future capital expenditures with the Town of Nottingham through the Capital Improvement Program and updates the plan annually. Capital Reserve Funds have been approved by the legislative body and are managed by the Nottingham School Board. Currently, the district maintains the funds shown in Table 1. Funding the accounts is approved by the community through warrant articles. Should there be an unexpected cost associated with the facility or special education needs, the School Board may approve expenditure of these funds. The school reviews curricular programs on a 6-year cycle and funds the Textbook reserve fund accordingly. In September, the School Board authorized the purchase of iWave units through the Building Repair reserve fund.

Table 1 – Capital Reserve Fund Accounts

<b>Capital Reserve Fund</b>	<b>Balance as of 7/1/2020</b>
Special Education	\$136,320.86
Building Repair*	\$192,405.55
Textbook	\$20,730.84
Grounds Improvement	\$72,831.92

\*An iWave System (\$25,368) was purchased using the Building Repair Capital Reserve Fund in September 2020; this purchase is not reflected in the balance listed in Table 1.

The Town of Nottingham has an Impact Fee Ordinance, pursuant to NHRSA 674:5-8, as shown in Table 2. The ordinance is consistent with the goals of the Master Plan and the Capital Improvement Program. The School District assessment is \$4,220 per unit dwelling. The current Impact Fee balance for the Nottingham School is \$312,806, as of September 30, 2020. These funds are available should development in town create the need for building expansion/renovation or other costs incurred by increased enrollment.

Table 2 – Nottingham Impact Fee Assessment Schedule Adopted October 25, 2017

Fee Assessment Basis	School Impact Fee K-8 Facilities	Fire Department Impact Fee	**Recreation Department Impact Fee	Total Impact Fees
<b>RESIDENTIAL DEVELOPMENT</b>				
Type of Structure:	Per Dwelling Unit	Per Dwelling Unit	Per Dwelling Unit	Per Dwelling Unit
Single Family detached	\$4,220	\$800	\$344	\$5,364
Attached, 2-family or Multifamily	\$2,245/unit	\$736/unit	\$298/unit	\$3,279/unit
Manufactured Housing	\$4,206	\$812	\$325	\$5,343
Accessory Dwelling Unit/Apartment (ADU)	N/A	\$736	\$298	\$1,034
<b>COMMERCIAL-INDUSTRIAL DEVELOPMENT</b>				
All Commercial-Industrial Uses – Per Sq. Ft	N/A	\$0.35/Sq. Ft	N/A	\$0.35/Sq. Ft

\*Impact fee ordinance provisions enable the Planning Board to grant school impact fee waivers for qualified age-restricted housing units in a 55+ development. See impact fee ordinance for waiver criteria.

\*\*Fees will be dedicated to the Marston Recreation Project.

#### IV. General Demographic Characteristics of the Nottingham School District

Table 3 presents the projected growth of each community within SAU #44, as outlined by the New Hampshire Office of Strategic Initiatives (OSI) County Population Projections, By Municipality (September 2016) for the period of 2015-2040. However, Nottingham's estimated population in 2020 outpaced these projections from four years ago. It is expected that these projections will be reset once the 2020 census is completed.

Table 3 – Estimated Population for SAU #44 Districts, 2015-2040

	2015	2020	2025	2030	2035	2040	% change 2020-2040
<b>Northwood</b>	4,214	4,346	4,495	4,595	4,653	4,664	7.3%
<b>Nottingham</b>	4,904	5,246	5,614	5,740	5,812	5,825	11.0%

Source: population data from OSI (*County Population Projections, By Municipality – September 2016*)

OSI projects a growth rate from 2020-2040 for the Town of Nottingham of 11.0%, well outpacing Rockingham County's estimated overall growth rate of 6.3% for the same period. As SAU #44 reaches across two towns, the committee has included the OSI data for the Town of Northwood, which is projected to experience only a 7.3% growth rate. The difference in projected growth rates between Nottingham and Northwood suggests that the expected disparity in anticipated apportionments will continue or grow if Nottingham remains in SAU #44.

Another data point for estimating population change is projected fertility rate. OSI (State and County Population Projections – September 2016) projects that the fertility rate for Rockingham County will remain at 1.69 from 2015 through 2040. These projections indicate an expected overall decline in births from 14,530 in the 2015-2020 period to 13,195 in the 2035-2040 period (-9%). The population of children under the age of 15 is expected to decline from 49,392 in 2015 to 47,554 by 2040 (-4%). On the other hand, the 65+ population is expected to increase from 48,276 in 2015 to 93,319 in 2040 (+93%), and the 85+ population is estimated to increase from 6,035 in 2015 to 19,442 in 2040 (+222%).

Another measure of growth within Nottingham School District is the number of building permits issued. Table 4 shows that new home construction in Nottingham continues at a steady pace.

Table 4 – New Home Building Permits Issued in Nottingham

<b>Year</b>	<b>Permits Issued</b>
2015	30
2016	24
2017	22
2018	20
2019	32
2020	21*

Sources: HUD and Town (Town recorded different numbers in 2016-18). Total to date for 2020 as of November 4, 2020.

Of note, the Nottingham Town Planning Board is considering approving approximately 20 new building lots to become available in 2021. This increase in housing inventory would increase the town's valuation, as well as potentially increase future enrollment numbers for the K-12 schools.

Finally, in addition to population changes, it is important to look at enrollment patterns in the K-12 schools. The enrollment in Nottingham Elementary (K-8) school continues to fluctuate between 500-525 students. In 2018, the citizens of Nottingham voted in full day kindergarten, which may account for an increase in the student population the following fall (2019). Current (fall 2020) enrollment appears to be impacted by the COVID-19 pandemic, with some families opting for private or home schooling. It is expected that the enrollment will fluctuate again the following academic year (2021).

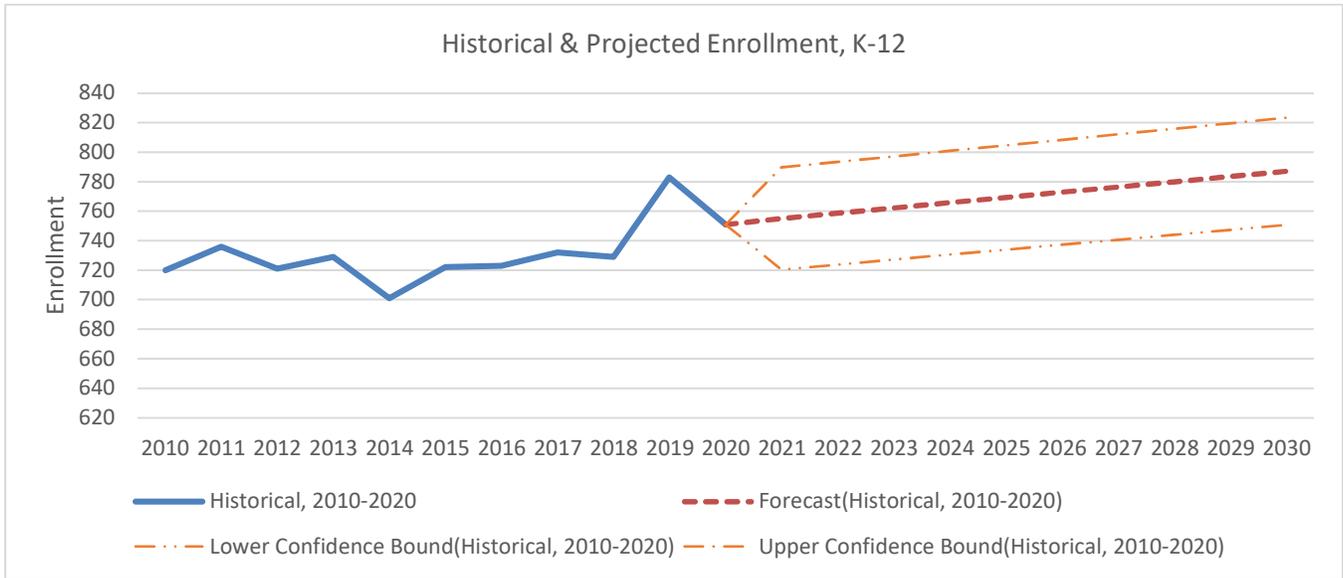
Table 5 – Enrollment as a Percent of Population in Nottingham

Year	Population	Enrollment K-8	Enrollment K-12	% of Population for K-12
2010-11	4,785	495	720	15%
2015-16	4,904	515	722	15%
2016-17	4,962	525	723	15%
2017-18	5,035	511	732	14%
2018-19	5,099	503	729	14%
2019-20	5,144	526	783	15%
2020-21	5,246*	481*	751*	14%

Population data from OSI for 2000-2019 and \*OSI (*County Population Projections, By Municipality – September 2016*) for 2020. Enrollment data has been taken directly from NH DOE and Nottingham School District to reflect actual numbers, not including Home Education students, as of October 1 for each year.

Figure 1 shows the historical and projected enrollment for Nottingham School District K-12, from 2010 to 2030. Historical enrollment has varied over time, with a slightly upward trend, and projected enrollment shows a slight increase in future years, thus demonstrating a single district SAU would be sustainable over the long term.

Figure 1 – Historical and Projected Enrollment for Nottingham, K-12



Historical enrollment data was taken directly from Table 5. Projected enrollment data was modeled using Excel’s forecast formula.

In conclusion, based upon the historical data over nearly two decades, population and K-12 enrollment fluctuations are expected as economic cycles and policies change over time. Based on the data available and historical trends, the committee expects that the Nottingham student population will continue to

outpace the Northwood student population for the foreseeable future, resulting in Nottingham carrying a larger percentage of financial responsibility for the Joint SAU. The data also supports a conclusion that the Nottingham School District is large enough to support the committee's proposed organizational structure for a single district SAU, as set forth below.

## V. Nottingham and SAU #44 – Current Organizational Structure for 2020-21

Figure 2 – Current SAU #44 Organizational Structure for 2020-21

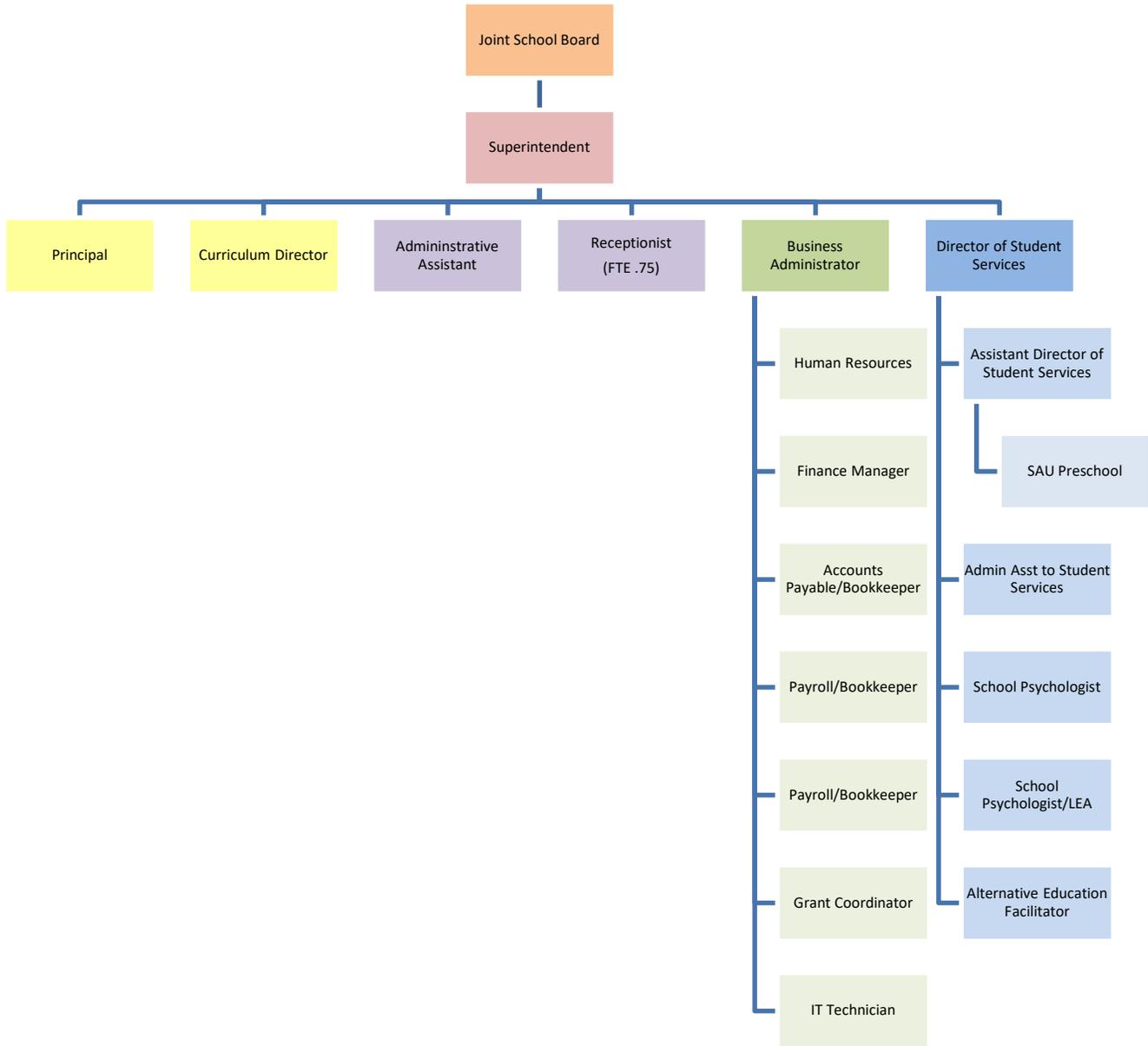
<b>Position</b>	<b>Full / Part Time</b>
Superintendent, Interim	Full time
Business Administrator, Interim*	Part time
Administrative Assistant	Full time
Human Resources	Full time
Receptionist (FTE .75)	Part time
Director of Student Services	Full time
Admin. Assistant to Student Services	Full time
Asst. Director of Student Services**	Full time
Finance Manager	Full time
Accounts Payable/Bookkeeper	Full time
Payroll/Bookkeeper	Full time
Payroll/Bookkeeper	Full time
Grant Coordinator	Part time
IT Technician	Part time
<b>Grant Funded Position</b>	<b>Full/Part Time</b>
Alt. Education Facilitator	Full time
School Psychologist/LEA	Full time
School Psychologist	Full time
<b>Stipend Position</b>	
School Board Secretary	Stipend
Mentor Coordinator	Stipend
Treasurer of SAU	Stipend

The SAU Joint School Board is currently reviewing the organizational structure through the 2021-2022 budget process.

\*The Interim Business Administrator is currently a part-time consulting position (3 days/week); the SAU #44 Joint Board has approved posting for a full-time employee.

\*\*This position includes the Preschool/Child Find Coordinator role, though that portion is funded with the SAU Preschool operating budget and funded through an IDEA grant. FY 2020 IDEA grant funding for Nottingham School District is \$104,277, which is used to support special education student services.

Figure 3 – Current SAU #44 Organizational Chart for 2020-21



### **Current Costs of Operating SAU #44**

The adopted SAU #44 budget for the 2020-2021 school year is \$1,276,380.31 (includes revenue, such as grant coordinator reimbursement and indirect costs), of which Nottingham's portion is \$494,069.08 (39.2%), Northwood's portion is \$370,803.89 (29.4%), and Strafford's portion is \$395,507.34 (31.4%).

The proposed SAU #44 budget for the upcoming 2021-2022 school year is \$1,193,476. However, since Strafford will no longer be part of SAU #44 as of July 2021, Nottingham's portion is expected to be \$674,645 (56.5%) and Northwood's portion is expected to be \$518,831 (43.5%). This computation is determined by RSA 194-C:9 (Budget).

The apportionment calculation for the 2021-2022 budget is impacted by Strafford's departure. The anticipated apportionment for the 2021-2022 budget is 56.5% for Nottingham and 43.5% for Northwood. These estimated apportionments were calculated using the 2019 town valuations of \$610,034,750 for Nottingham and \$474,889,953 for Northwood, and using end-of-year enrollment numbers of 522 students for Nottingham (K-8) and 396 students for Northwood (K-8), as of June 30, 2020.

The SAU budget development process will not be complete until December 2020, therefore it was not possible for the committee to have the final proposed budget for 2021-2022 at the time of the evaluation and report. The committee used an estimated proposed 2021-2022 budget to evaluate a proposed single district SAU model versus remaining with SAU #44 for cost analysis purposes and to calculate the anticipated school district apportionment.

Both Northwood and Nottingham have undergone a 5-year revaluation this year (2020) and both towns have significant increases in valuation. If Nottingham remains in SAU #44, the projected apportionments were calculated using these town revaluations (net valuation without utilities) of \$779,027,543 for Nottingham and \$678,617,831 for Northwood, and projected 2020-2021 year end enrollment numbers of 481 students for Nottingham (K-8) and 348 students for Northwood (K-8), based on current (October 1, 2020) enrollment. The projected apportionments for 2022-23 would be 55.7% for Nottingham and 44.3% for Northwood.

**VI. Proposed Organizational Design of Nottingham as a Single District SAU (2022-23)**

Figure 4 – Nottingham Proposed Single District SAU Organizational Chart for 2022-23

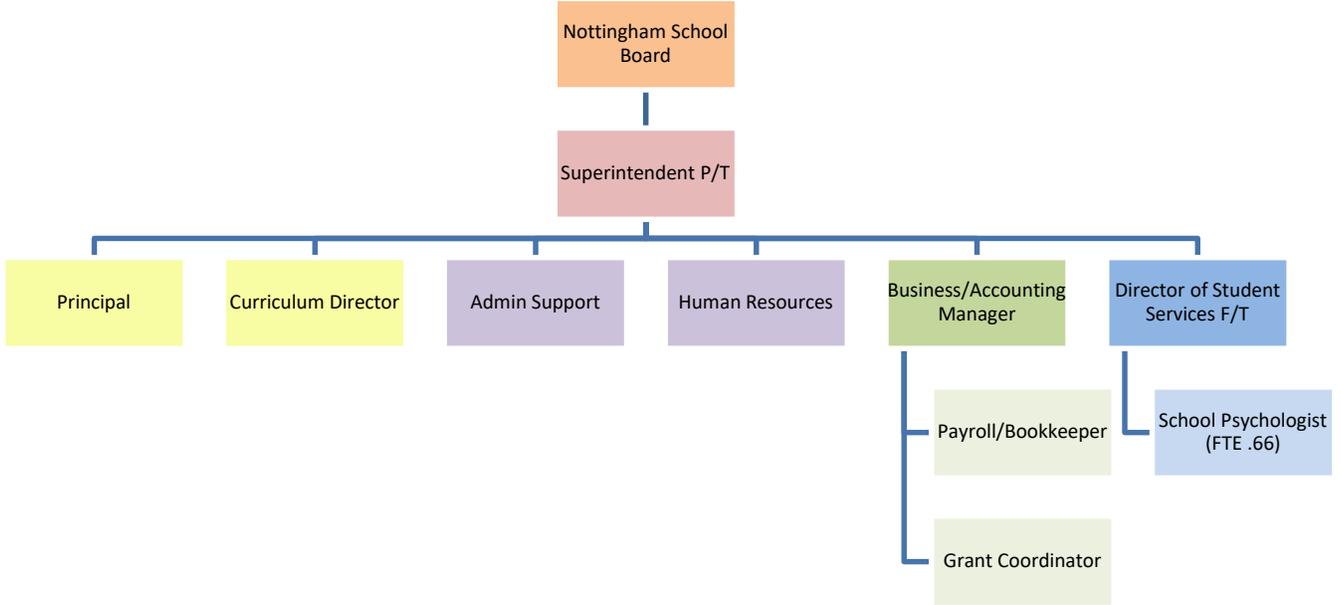


Figure 5 – Nottingham Proposed Single District SAU Organizational Structure

<b>Position</b>	<b>Full/Part Time</b>	<b>Salary*</b>
Superintendent of Schools	Part time	\$75,000
Director of Student Services	Full time	\$70,000
Payroll/Bookkeeper	Full time	\$45,000
Admin Support	Full time	\$35,000
Human Resources	Part time	\$36,000
Grant Coordinator	Part time	\$7,280
Business/Accounting Manager	Full time	\$60,000
<b>Total Annual Salaries</b>		<b>\$328,280</b>
<b>Grant Funded Position</b>	<b>Full/Part Time</b>	<b>Salary</b>
School Psychologist (FTE .66)	Part time	\$54,816

\*Benefits included separately in the operating budget. Positions may be combined based upon candidate qualifications.

Figure 6 – Nottingham Proposed Single District SAU

**Projected Estimated Annual Operational Costs for 2022-23**

<b>TOTAL ANNUAL COSTS</b>	
Annual Salaries	\$328,280
Annual Benefit Costs	\$130,342
Annual Operating Costs	\$58,132
<b>Total Annual Costs</b>	<b><u>\$516,754</u></b>

<b>Annual Benefit Costs</b>	
FICA (7.65%)	\$22,359
NH Retirement	\$46,527
Other Benefits/Workers' Comp.*	\$61,456
<b>Total Annual Benefits</b>	<b><u>\$130,342</u></b>

<b>One-Time Start-Up Costs</b>	
Renovations (SAU office)	\$40,000
Furniture	\$8,000
Computers	\$9,000
Fixtures/Equipment	\$3,000
Software Upgrade	\$15,000
<u>Subtotal</u>	<u>\$75,000</u>
Unassigned Fund balance	(\$101,544)
<b>Total One-Time Costs</b>	<b><u>(\$26,544)</u></b>

<b>Annual Operating Costs (Itemized)</b>	
Conferences/Courses	\$5,500
Legal Services	\$1,000
Postage Meter (school)	\$1,333
Advertising (jobs)	\$200
Travel (Admin/Staff)	\$3,750
Office Supplies/Refreshment	\$3,000
Periodicals/Dues/Fees/Prof. Assoc.	\$6,000
Computer Software & Maintenance	\$26,504
Custodial Services	\$1,250
Rental Facilities/Fees	\$0
Telephone	\$2,000
Internet Service	\$1,000
Electric Service	\$3,500
Background Checks	\$95
Miscellaneous	\$1,000
Insurance Contract/Liability	\$2,000
<b>Total Operating Costs</b>	<b><u>\$58,132</u></b>

\*Health, Dental, Unemployment, Workers' Compensation, Life, LTD  
NH Retirement: Teachers 21.02%, Employee 14.06%

## **Estimated Costs of Operating a Single District SAU**

The projected estimate of annual costs for the operation of a single district SAU was based on the single district SAU model proposed. The committee has utilized the existing SAU #44 operating budget, as well as current budgets from other single district SAUs as a guide. The districts whose demographics are similar to Nottingham are Barnstead, Barrington, Chester, and Gilmanston. All of these districts employ an organizational structure similar to the proposed single district SAU Model. These districts have been operating as single district SAUs for a number of years, and have done so successfully with streamlined organizational structures. In following these models, this committee believes Nottingham would also operate successfully using a similar structure.

The projected cost savings associated with operating as single district, instead of remaining with SAU #44, are as follows. Nottingham's portion of the adopted 2020-2021 SAU #44 operating budget is \$494,069 (39.2%). For the upcoming year, 2021-2022, Nottingham's portion of the proposed SAU #44 operating budget is anticipated to be \$674,645 (56.5%), which is an increase of \$180,576. For Nottingham to operate as a single district SAU, the projected annual operating costs, excluding the one-time startup costs, are anticipated to be \$516,754. Withdrawing from SAU #44 would result in an anticipated cost savings (annually) of at least \$157,891 for the Nottingham School District. Additionally, the committee expects the estimated \$75,000 one-time costs will be funded using a portion of the SAU Unassigned Fund balance. If Nottingham remains with SAU #44, it is anticipated that Nottingham's portion of the operating budget will continue to increase relative to the disparity of the projected growth rate for both towns, as discussed in Section III of this report.

The planning committee has attempted to account for all projected annual costs in calculating these estimates, including using conservative estimates of salary and benefit costs for all positions. It is possible that further savings will be realized as additional administrative efficiencies are identified.

## **Proposed Organizational Model Considerations**

The committee considered two proposed models for a single district SAU organizational structure with either a full-time Superintendent and a part-time Director of Student Services, or a part-time Superintendent and full-time Director of Student Services. These models were constructed based on the current SAU #44 organization structure, recommendations of the current Interim Superintendent, and examination of other single district SAUs in our local region.

The committee recommends the proposed model with a part-time Superintendent (approximately 30 hours per week) and full-time Director of Student Services based on several factors, including expected workload and experience level for a part-time Superintendent and the possibility of combining the current Nottingham Special Education Coordinator and a full-time Director of Student Services into a single role. The part-time Superintendent will be responsible for adhering to the State reporting calendar, ensuring timely certified reports, supervision of annual audit and grants, school board reports and advisement, making personnel recommendations, and overseeing human resources. It is expected that the applicant pool for a part-time Superintendent would include professionals with significant experience who have retired from full-time positions and would be interested in serving a single school district on a part-time basis. The committee believes the proposed model would best fit the needs of the Nottingham School District and allow the SAU staff to work directly with the Nottingham School

administration.

The committee also discussed the possibility of outsourcing human resources and payroll functions for all school district and SAU employees in conjunction with the Town of Nottingham, which is also looking into potentially outsourcing payroll. Technological resources may be available to both the School District and Town to facilitate and streamline these roles, resulting in additional cost savings. The proposed single district SAU model assumes that administrative efficiencies are gained through improved technology services or partially outsourcing certain human resources and payroll functions. First level services will be maintained in house to provide staff with support and personal touch.

The committee determined that the proposed single district model would serve the needs of Nottingham students most efficiently by utilizing an experienced Superintendent and streamlining SAU positions to focus on our specific student needs while minimizing operating expenses. Having the business office functions focused on a single school district will result in improved and timely reporting and a more efficient budget process that allows school building administration to spend more time on student academic achievement.

### **Current Staffing Levels within Nottingham School District Considerations**

The Nottingham School District is fully staffed at the local level. The current local district's operating budget includes, and fully funds, all of the following required positions and staffing levels:

- A full-time administrative team including a Principal, Assistant Principal, and Curriculum Director. All curriculum, assessment, and instruction are developed and paid for at the district level. The Curriculum Director is also the high school liaison and ensures that our high school students transition well to their respective secondary schools.
- A full-time Food Service Director overseeing a fully staffed food service program.
- A full-time Facilities Director overseeing a fully staffed maintenance team.
- Two full-time Guidance Counselors: one serving the elementary grades and the other serving the middle school grades. The counselors work to develop curriculum related to resilience and social emotional learning.
- A part-time Special Education Administrative Assistant.
- A full-time Technical Director and a full-time Technology Integrator.

### **Potential Locations for the Proposed SAU Positions**

It is anticipated that the full-time Director of Students Services would be located at the Nottingham School to facilitate working directly with the school administrative team, special education teachers, and the administrative support staff already situated there. One benefit is that special education meetings would be held at the school.

The part-time Superintendent and remaining SAU staff would be located at the proposed SAU office location discussed below. The Nottingham Transition Committee will determine the layout for a proposed SAU office space, using the information obtained by the planning committee as discussed below. It is also possible that one or more administrative roles could be situated in the Nottingham School main office pending space availability.

### **Potential Locations for a Proposed SAU Office**

The planning committee explored several potential locations for a local SAU office within the town of Nottingham.

The location determined to be the most suitable is an underutilized room (approximately 900 square feet) located at the Town Hall. This space, currently referred to as the Community Room, is located across the hall from Conference Room 2, the Town Administration office, and the Planning Department office. Renovations would be required for this space to function as an office, including repairing the exterior wall/windows, upgrading the existing HVAC system in the room/building, and upgrading the electrical service to the room/building. The committee recommends testing to determine the extent, if any, that asbestos, PCBs, or mold may be present. Current use of this space is primarily storage for the Recreation Department. A condition to any agreement with the Town to use the room includes maintaining an area for this storage. The one-time renovation costs are estimated to be approximately \$40,000, excluding any unforeseen costs. A benefit to using town-owned property is the elimination of rental costs; projected incidental costs for increased utilities have been included in the estimated annual related operating costs. The opportunity to improve existing town space, as well as the potential to combine/coordinate services with the Town, makes this the preferred option.

Another possible location is the existing stand-alone office building (approximately 1,500 square feet) located at the former Fernald Lumber site, situated across the street from Nottingham School on Route 152. This space is currently available for rent (listed for \$15,600/year gross), with the potential for a long-term lease. This space includes a reception area, workspace/office, kitchenette/cafeteria, storage space, bathroom, and furnace room on the first floor. There is also a private office and conference room/common office area on the second floor. This rental location would have the advantage of being move-in ready and conveniently located near Nottingham School.

The committee also considered a modular unit to be placed on school property to be used for an office. The modular unit rental cost was approximately \$42,000 for a 720-square-foot unit (60ft x 12ft) and \$85,000 for a 1,440-square-foot unit (60ft x 24ft), with a 24-month lease. This does not include the additional site work, including a concrete pad, that would be necessary for the modular. These costs may range from \$75,000 to \$250,000 depending on how the modular unit will be used and necessary utilities.

## **VII. Impact on Current SAU #44**

The draft proposed 2021-22 budget for SAU #44 is \$1,193,476.33, with only Nottingham and Northwood remaining in the SAU. Should the separation of Nottingham from SAU #44 occur, Northwood would be the only remaining district in the SAU beginning in the 2022-23 school year and

would bear the full cost of the SAU's operation for their single district. However, since Northwood and Nottingham are similar districts, it is anticipated that Northwood would have similar needs for staffing and operating as a single district SAU, and the operating costs would be significantly less than that for a two-district SAU.

The SAU #44 Interim Superintendent reviewed the committee's proposed SAU reorganization model and the itemization of operating costs for Northwood as a single district, should the separation take place. In addition, the SAU #44 business office reviewed an itemization of assets and liabilities.

### **Disposition of Assets (Fixtures/Equipment)**

The SAU #44 business office estimates the value of current assets held by the SAU at approximately \$76,500 (value before Strafford exits SAU #44), which includes office furniture and electronic equipment. The Joint Board and Strafford School District are currently determining the distribution of assets net of liabilities to Strafford pending their departure effective July 1, 2021. The remaining value of assets would be distributed according to the new district apportionments (without Strafford) for 2021-22. If Nottingham withdraws from SAU #44, the committee expects that the Nottingham and Northwood School Districts will distribute assets based on the proportionate share of the value of those assets, which is anticipated to be 56.5% and 43.5%, respectively.

### **SAU #44 Unassigned Fund Balance**

The total SAU #44 Unassigned Fund Balance (as of October 1, 2020, unaudited) is \$261,914. Strafford's portion of the fund balance, approximately \$82,189 (31.38%), would be disbursed to them upon their exit from SAU #44 in July 2021. The remaining balance of \$179,725 would then be distributed according to the respective apportionments at the time of Nottingham's separation, which is anticipated to be \$101,544 for Nottingham (56.5%) and \$78,180 for Northwood (43.5%). The Nottingham School District's portion of the fund balance could be used toward the one-time startup costs for the single district SAU.

### **Liabilities**

The only financial liability reported to the committee by the SAU business office for the Nottingham School District, if it forms a single district SAU, is the cost of accrued vacation pay for SAU employees of \$51,551 as of October 15, 2020. Nottingham's portion (according to the new district apportionments without Strafford for 2021-22) of this cost is estimated to be \$29,126 (56.5%). Given that estimated assets are higher than estimated liabilities, the committee anticipates a netting of the amounts.

The Nottingham School District's auditing firm provided guidance on the District's assets and liabilities. The SAU does not have capital assets that are depreciated because the SAU rents its current office space. In addition to the accrued paid leave noted above, there are Net Pension Liabilities and Other Post-Employment Benefits. An actuary will calculate Nottingham's portion of these items and journal entries will be made to reflect the appropriate amounts in the Nottingham School District financial statements. There is no cash impact as a result of these entries. The NHRS will be appropriately notified of the changes.

**Proposed Reorganization of SAU #44 as a Single District SAU (Northwood Only)**

Since Northwood and Nottingham are similar districts, it is anticipated that Northwood would be able to utilize a similar plan for staffing and operating costs as a single district SAU upon Nottingham's withdrawal.

Figure 7 – Northwood Proposed Single District SAU #44 Re-Organizational Structure

<b>Position</b>	<b>Full/Part Time</b>	<b>Salary*</b>
Superintendent of Schools	Part time	\$75,000
Director of Student Services	Full time	\$70,000
Payroll/Bookkeeper	Full time	\$45,000
Admin Support	Full time	\$35,000
Human Resources	Part time	\$36,000
Grant Coordinator	Part time	\$7,280
Business/Accounting Manager	Full time	\$60,000
<b>Total Annual Salaries</b>		<b>\$328,280</b>
<b>Grant Funded Position</b>	<b>Full/Part Time</b>	<b>Salary</b>
School Psychologist (FTE .66)	Part time	\$54,816

\*Benefits included separately in the operating budget. Positions may be combined based upon candidate qualifications.

Figure 8 – Northwood Proposed Single District SAU #44

**Projected Estimated SAU #44 Annual Operational Costs for 2022-23**

<b>TOTAL ANNUAL COSTS</b>	
Annual Salaries	\$328,280
Annual Benefit Costs	\$130,342
Annual Operating Costs	\$58,132
<b>Total Annual Costs</b>	<b><u>\$516,754</u></b>

<b>Annual Benefit Costs</b>	
FICA (7.65%)	\$22,359
NH Retirement	\$46,527
Other Benefits/Workers' Comp.*	\$61,456
<b>Total Annual Benefits</b>	<b>\$130,342</b>

<b>One-Time Start-Up Costs</b>	
SAU office (Renovate/Rent)	\$50,000
Furniture	\$8,000
Computers	\$9,000
Fixtures/Equipment	\$3,000
Software Upgrade	\$15,000
<u>Subtotal</u>	<u>\$85,000</u>
Unassigned Fund balance	(\$78,180)
<b>Total One-Time Costs</b>	<b>\$6,820</b>

<b>Annual Operating Costs (Itemized)</b>	
Conferences/Courses	\$5,500
Legal Services	\$1,000
Postage Meter (school)	\$1,333
Advertising (jobs)	\$200
Travel (Admin/Staff)	\$3,750
Office Supplies/Refreshment	\$3,000
Periodicals/Dues/Fees/Prof. Assoc.	\$6,000
Computer Software & Maintenance	\$26,504
Custodial Services	\$1,250
Rental Facilities/Fees	\$0
Telephone	\$2,000
Internet Service	\$1,000
Electric Service	\$3,500
Background Checks	\$95
Miscellaneous	\$1,000
Insurance Contract/Liability	\$2,000
<b>Total Operating Costs</b>	<b>\$58,132</b>

\*Health, Dental, Unemployment, Workers' Compensation, Life, LTD  
NH Retirement: Teachers 21.02%, Employee 14.06%

### **Financial Impact to Remaining District at SAU #44**

If Northwood were to implement a similar structure as Nottingham, the projected cost of a single district reorganization of SAU #44 for 2022-2023 is \$516,754. Northwood's portion (43.5%) of the current proposed budget for SAU #44 for the upcoming year (2021-2022) is anticipated to be \$518,831. This would result in a small savings of \$2,076.

If Nottingham stays with SAU #44, the town revaluations done in 2020 and the anticipated enrollments for end of year in 2021 predict Northwood's apportionment will increase from 43.5% to 44.3%. This is an approximate \$9,500 increase in their portion of the SAU #44 budget, before taking into consideration any increases to the overall 2021-22 budget for 2022-23.

Should the Nottingham voters choose to separate from SAU #44 at the March 2021 School District Annual Meeting voting session, the effective date of the separation would be July 1, 2022. Subsequent to Town approval, the Northwood school district would be notified immediately.

### **Educational Impact to SAU #44**

The committee concluded, in consultation with the Interim Superintendent, that student performance is most closely linked to factors that are fully within the domain of a particular school's administration and teaching staff, and are unrelated to the Joint SAU. The committee found that individual schools in SAU #44 have significant independence and autonomy with respect to decisions about curriculum and corrective measures aimed at improving learning. Due to this independence and autonomy, the committee expects Nottingham's departure from SAU #44 will have no adverse impact on the educational performance of the remaining school district (Northwood), while it should have a positive effect on the performance of Nottingham School given the more direct relationship between administration and the student population under the proposed Nottingham single district model.

### **Preschool Impact to SAU #44**

For the 2021-22 school year, Nottingham will continue to participate in the SAU #44 Step by Step Preschool for the near term, as discussed in Section II of this report. Therefore, if Nottingham withdraws from SAU #44, there will be no financial impact for 2021-22 to the SAU #44 Preschool as well as no interruption to the educational services of those preschool students.

**VIII. Additional Considerations, Conclusion, and Recommendation with Signatures**

**Advantages/Disadvantages for a Proposed Nottingham Single District SAU**

Based upon careful consideration of the preceding information, the following findings/observations are offered.

ADVANTAGES (+)	DISADVANTAGES (-)
Local focus and personalized attention of students throughout their entire educational career (K-12).	Resources/time devoted to implementation of new software and other independent systems required to become single SAU.
Allows full governance over SAU services and budget by Nottingham voters and their representatives (Nottingham School Board).	Responsible for any unforeseen additional one-time startup costs.
Student services are focused locally, enabling efficiencies through role sharing and reducing administrative redundancies.	Need to determine and establish the most feasible location for single district SAU staff in close proximity to Nottingham School.
Potential SAU office location(s) provides closer proximity to Nottingham School, reduces travel, and increases coordination. Provides long-term potential savings in rental fees and related expenses.	Annual SAU operating costs may increase at some point in the future.
Reduction in overall expenses and administrative overhead between SAU, School, and Town through shared resources.	
Potential for 10-25% savings to the SAU services for a single district.	
All of the single district SAU budget would be targeted solely for the benefit of Nottingham students. There would be one budget for the SAU and School District.	
Simplified and streamlined single district grant management and document submission related to IDEA, and all grant funding.	

## **Conclusion and Recommendation with Signatures**

The Nottingham Planning Committee met frequently from April to November, 2020, to prepare this report. During that time, the committee carefully reviewed successful single district SAUs, the approved Strafford withdrawal proposal, SAU budgets from our focused districts, single district SAU organizational structures, enrollment projections, and other pertinent information. The committee elicited insightful information from successful single district SAUs. The committee also considered whether it would be feasible to join another existing joint SAU or to create a joint SAU with other single districts in the local area.

After careful consideration and many hours spent on research and assessment of various models, the committee has determined becoming a single district SAU based on the proposed model would be in the best interest of Nottingham students and the Nottingham community. Financially, the estimated cost is approximately 23% below the Nottingham School District portion of the anticipated SAU #44 budget, once Strafford withdraws from the joint SAU. However, projected financial savings alone would not necessarily support becoming a single district SAU. Additional supporting factors include autonomy/local control over the appropriations of the Nottingham community's resources, and having all of our school district administrators focused solely on creating the best educational experiences for the students of Nottingham. Business Office services could focus entirely on Nottingham reporting, the annual audit would be more efficient and concluded earlier, and the coordination of accounting with grant requirements would be improved and appropriate journal entries made at year-end. These additional benefits would be lost if the Nottingham school district joined another existing joint SAU. It is for these reasons the Nottingham Planning Committee recommends forming a single district School Administrative Unit.

We, the undersigned, as members of the Nottingham Planning Committee, are recommending the withdrawal of the Nottingham School District from SAU #44.

Submission date is November 23, 2020.

### Proposal for the Establishment of a Single District Nottingham School Administrative Unit

DocuSigned by: <i>Susan Levenson</i> EE8FFDB908104B7...	11/24/2020
Susan Levenson, Nottingham School Board	Date
DocuSigned by: <i>Christine Dabrio</i> CABD149F4972409...	11/24/2020
Christine Dabrio, Nottingham School Board	Date
DocuSigned by: <i>John Decker</i> A6C827909BA749F...	11/24/2020
John Decker, Budget Committee Representative	Date
DocuSigned by: <i>Karyl Martin</i> 4F979AA764A14F2...	11/24/2020
Karyl Martin, Committee Member	Date
DocuSigned by: <i>Gail Mills</i> 2FBABB02A4974B7...	11/24/2020
Gail Mills, Committee Member	Date
DocuSigned by: <i>Debbie Ricker</i> B789EB5A4EC64BC...	11/24/2020
Debbie Ricker, Committee Member	Date
DocuSigned by: <i>Jason Spearin</i> 545B55DACD44496...	11/24/2020
Jason Spearin, Committee Member	Date

## **Appendices**

## Appendix A – Nottingham Planning Committee Members

Scott Reuning	SAU #44 Superintendent, non-voting member (April-August, 2020)
Dr. Monica Henson	Interim SAU #44 Interim Superintendent, non-voting member (August 2020-present)
Susan Levenson	School Board Member
Kelley Gordon	School Board Member (April-October, 2020)
Christine Dabrio	School Board Member (October-present, 2020)
John Decker	Budget Committee Representative
Karyl Martin	Community Member
Gail Mills	Community Member
Debbie Ricker	Community Member
Jason Spearin	Community Member

## **Appendix B – Nottingham Transition Timeline**

**March 10, 2020** – Community approves Warrant Article 10 to create the Nottingham Planning Committee to study the advisability of the withdrawal of the Nottingham School District from SAU #44 at the Nottingham School District Annual Meeting voting session.

**April/May, 2020** – Nottingham School District Moderator, Bonnie Winona MacKinnon, finalizes Nottingham Planning Committee appointments.

**April – November, 2020** – Nottingham Planning Committee meets 21 times to review and discuss research, data, budgets, interviews, and other pertinent information.

**November 09, 2020** – Nottingham Planning Committee submits the report to the board chairs of Northwood and Strafford, and posts notice for a public hearing in all SAU #44 communities.

**November 23, 2020** – Nottingham Planning Committee holds a public hearing for the completed report, and holds a vote of the committee members as to the advisability of moving forward.

**November 30, 2020** – If deemed advisable, the Nottingham Planning Committee submits the report to the State Board of Education for presentation at their December 10 meeting.

**December 30, 2020** – If necessary, the Nottingham Planning Committee re-submits the report to the State Board of Education for review.

**February, 2021** – Nottingham School District Annual Meeting deliberative session – all District warrant articles are presented and discussed.

**March, 2021** – If recommended by the State Board of Education, the plan will be voted on at the Nottingham School District Annual Meeting voting session. If the Warrant Article is approved by the community, the SAU #44 school districts would be immediately notified.

**July 1, 2021** – A Nottingham Transition Committee would be created to implement a plan for the creation of the new SAU and prepare for a smooth and seamless transition.

- Review location options for the SAU office and begin any needed renovations.
- The School Boards will work together to discuss the netting of assets and liabilities, and the timing of payment of Nottingham’s portion of the Unassigned Fund Balance.
- Advertise for new positions.
- Actuary will determine School District’s apportionment of pension and OPEB amounts.
- Plan for migration of data, both digital and paper, to the Nottingham School District.
- Select an accounting software tool and plan for data migration.

**July 1, 2022** – The Nottingham School District would become a single district SAU.

## Appendix C – Public Hearing Statement

At the March 10, 2020, Nottingham School District Annual Meeting voting session, the voters of Nottingham passed Warrant Article 10 to create an SAU #44 study committee relative to withdrawal, which reads in full: “Shall the Nottingham School District vote, pursuant to RSA 194-C-2,I, to create a Nottingham Planning Committee to consider and make recommendations on the District’s options for SAU services including the organization, reorganization, or withdrawal of the Nottingham School District from SAU 44 in accordance with the provisions of RSA 194-C-2,I?”

According to the mandate of the voters of Nottingham, the committee was formed. The recruitment of members was posted publicly. Members of the community submitted letters of interest to Moderator Bonnie Winona MacKinnon, who reviewed the letters and appointed the following community members: Karyl Martin, Gail Mills, Debbie Ricker, and Jason Spearin. The budget committee representative is John Decker. The school board representatives are Susan Levenson, Kelley Gordon (resigned October 21, 2020), and Christine Dabrieo. The first meeting was held April 17, 2020, and regular meetings have been held since that time.

Based upon Warrant Article 10, the committee has pursued inquiry and investigation relative to the advisability of becoming a single district SAU, apart from SAU #44. In recent years, many districts have successfully achieved single district SAU status. The districts this committee focused its attention on are districts similar in size and demographics: Barnstead, Barrington, Chester, and Gilmanton. All of these school districts have managed their separations from multi-district SAU’s successfully, and have provided valuable information to the Nottingham Planning Committee. The committee also reviewed data provided on the NH Department of Education website.

After a review of several models, including joining another SAU, staying in the current SAU and withdrawal; the Nottingham Planning Committee’s research focused on the benefits of becoming a single district SAU and whether this would be in the best interest of Nottingham students and the Nottingham community. Projected financial savings was only one factor to support becoming a single district SAU. Other considerations included autonomy/local control over the appropriations of the Nottingham community’s resources, as well as having all of our school district administrators focused solely on creating the best educational experiences for the students of Nottingham. These additional benefits would be lost if the Nottingham School District remained with SAU #44 or joined another existing joint SAU. It is for these reasons the Nottingham Planning Committee recommends forming a single district School Administrative Unit.

Should Nottingham voters choose to establish a single district SAU, the administrative team would be solely focused on our school and our students. This would improve timeliness and accuracy in reporting and grant submission. This team would provide targeted focus of our dollars to maximize educational benefits for our students.

In the current model with a multi-district SAU, there are monthly meetings with Strafford and Northwood to govern the SAU and monthly meetings with Northwood to govern the preschool and to develop a budget for the two-district SAU next year. A single district model leads to fewer meetings, one budget, dedicated staff, and significant time savings.

In conclusion, it appears that Nottingham would benefit from the efficiencies of a single district SAU.

**Summary from the Public Hearing**

The Nottingham Planning Committee held a public hearing on November 23, 2020, to present the draft report and recommendations, followed by a public vote of the committee members as to the advisability of moving forward with the withdrawal.

There were four members of the community in attendance at the hearing. Two asked questions in relation to the availability of staffing, budget, savings, and preschool membership.

The committee amended the document on page 10 of 27 to reflect updated ADM numbers. This change did not have a material impact on any estimates.

The Nottingham Planning Committee voted 7 to 0 in favor of moving forward with presenting this Nottingham Planning Committee Report to the State of New Hampshire Board of Education. It is the recommendation of this committee to withdraw from the school administrative unit with the school district of Northwood.



Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, NH 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

TO: Honorable Donna Soucy, President of the Senate  
Honorable Stephen Shurtleff, Speaker of the NH House of Representatives  
Honorable Jay Kahn, Chair, Senate Education Committee  
Honorable Mel Myler, Chair, House Education Committee

CC: Honorable Chris Sununu, Governor

FROM: Frank Edelblut, Commissioner of Education

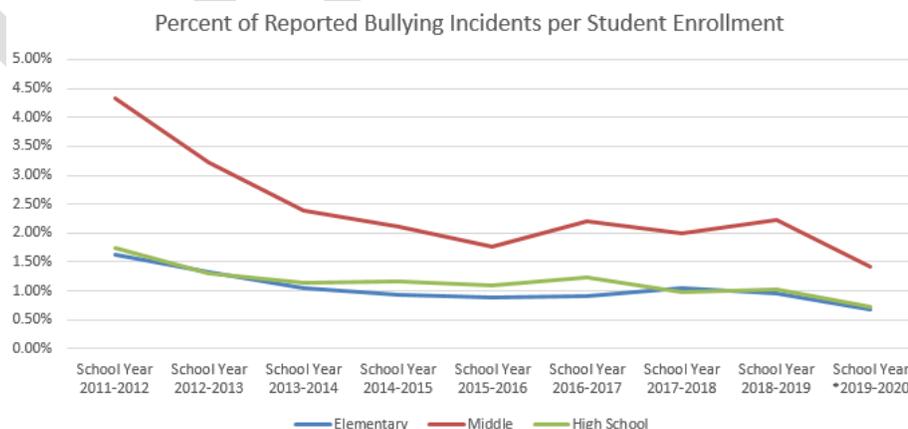
DATE: December 11, 2020

SUBJECT: School Bullying Report – FY 2019-2020

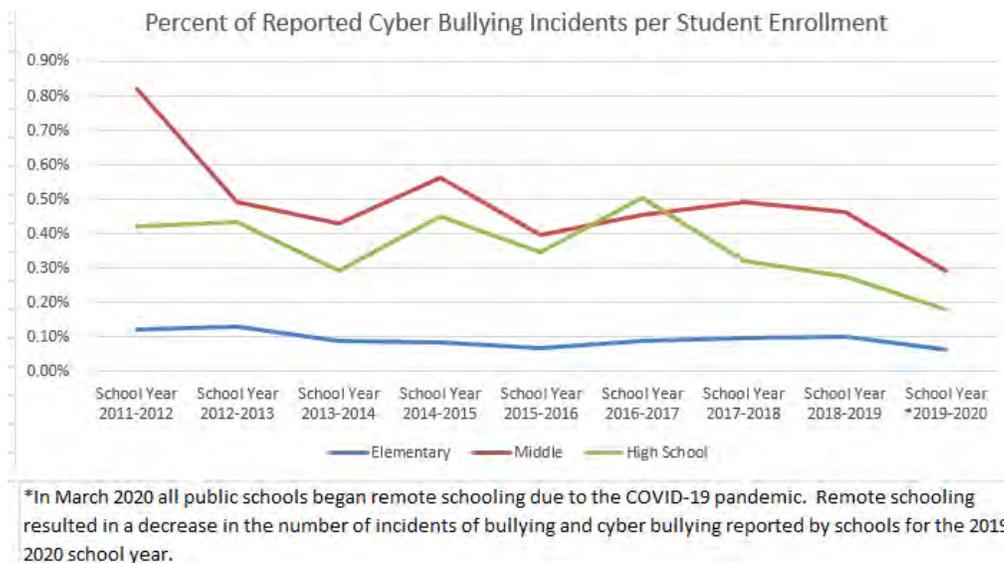
In compliance with [RSA 193-F:6,II](#), attached is the Department’s Annual Report of Substantiated Bullying and Cyberbullying in the schools for FY 2019-2020. The report includes the number and type of incidents broken down by Elementary, Middle School and High School.

In furtherance of its responsibilities as outlined in [RSA 193-F:6,II](#), the Department of Education assists the school districts with recommended actions to address identified problems with pupil safety and violence prevention by responding to and assisting constituents and school districts regarding alleged bullying and cyberbullying incidents at the school district level.

In March 2020 all public schools began remote schooling due to the COVID-19 pandemic. As shown in the graphs below, remote schooling resulted in a decrease in the number of incidents of bullying and cyber bullying reported by schools for the 2019-2020 school year.



\*In March 2020 all public schools began remote schooling due to the COVID-19 pandemic. Remote schooling resulted in a decrease in the number of incidents of bullying and cyber bullying reported by schools for the 2019-2020 school year.



The Bureau of Student Wellness – Office of Social & Emotional Wellness (BSW-OSEW) provides technical assistance and resources to NH Schools to support prevention efforts, including in the areas of bullying and violence. BSW-OSEW offers trainings, technical assistance and tools for schools/districts to use to plan and implement a student wellness initiative that promotes a positive school climate and culture. Current efforts are underway to expand bullying prevention technical assistance offerings to include: bullying policy monitoring and best practices; data analysis on bullying statistics, bullying prevention strategic planning and restorative practices to support the victims and the offenders of bullying; and educational opportunities and support for families.

Additionally, the Governor’s Office and the Department of Education are working with the [Jesse Lewis Choose Love Movement](#) to make New Hampshire’s schools safer by expanding social and emotional learning (SEL) programs in schools at all levels statewide. This powerful program changes school culture and climate and creates healthier communities. It is a comprehensive lifespan program including: Infant/Toddler, Grades PreK- Grade 12, a Home program, Community program, and an Athletes/Coaches program as well. In order to overcome obstacles preventing schools, families and communities from being able to access a comprehensive SEL program, which teaches how to have healthy and positive relationships; how to manage emotions; how to be resilient; and how to make responsible decisions, it has been made available at no cost. Additionally, presentations and workshops are provided state-wide as well as support/collaboration for best implementation practice to meet the needs of each district.

The Department of Education was contacted 26 times by constituents regarding alleged bullying and cyberbullying complaints from July 2019 to June 2020. Each time constituents contacted the Department of Education regarding an alleged bullying or cyberbullying complaint, the Department worked with the local school district in question to provide technical assistance.

Please feel free to contact this office with specific questions.

October 26, 2020

New Hampshire Department of Education  
 Division of Program Support, Bureau of Data Management  
 101 Pleasant Street, Concord NH 03301-3852  
 Telephone: (603) 271-2775 Fax: (603) 271-3875

Bullying Report School Years 2014-2015 Through 2019-2020

Bullying Report	School Year 2015-2016			School Year 2016-2017			School Year 2017-2018			School Year 2018-2019			*School Year 2019-2020		
	Elementary (including standalone Preschools)	Middle School	High School												
State Enrollment	90,459	33,060	57,435	90,197	32,637	56,554	88,846	32,190	55,865	89,481	32,099	55,785	86,895	32,607	55,205
Number of incidents of bullying <i>reported</i> during the past year (of any kind)	793	584	632	812	720	701	931	646	553	864	712	576	591	463	396
Number of incidents of cyber bullying <i>reported</i> during the past year	60	131	199	81	149	285	87	159	180	92	149	153	57	96	99
Number of incidents of <i>investigated and actual</i> bullying during the past year (of any kind)	378	297	256	427	354	226	386	289	256	401	373	202	279	226	178
Number of incidents of <i>investigated and actual</i> cyber bullying during the past year	39	53	107	56	75	142	35	81	96	50	86	65	30	49	65
Number of incidents of investigated and actual bullying during the past year that were based on gender	22	13	30	22	24	31	15	23	16	13	13	19	15	27	23
Number of incidents of investigated and actual bullying during the past year that were based on sexual orientation	12	27	17	18	31	27	14	24	16	12	44	17	14	29	25
Number of incidents of investigated and actual bullying during the past year that were based on race, color, or national origin	18	24	10	15	26	20	17	21	22	26	31	14	21	21	19
Number of incidents of investigated and actual bullying during the past year that were based on disability	23	17	13	23	23	11	32	13	10	13	15	7	20	13	15
Number of incidents of investigated and actual bullying during the past year that were based on physical characteristics	58	56	23	41	68	32	37	62	35	46	64	28	49	49	21
Number of incidents of investigated and actual bullying during the past year that were based on any other basis	303	261	235	364	214	201	310	217	207	344	282	170	198	126	119
Number of <i>actual</i> bullying incidents that were a single significant event	201	167	180	184	169	170	164	159	138	183	149	131	134	95	134
Number of <i>actual</i> bullying incidents that were a pattern of deliberate harmful events	140	92	81	144	106	96	182	88	80	169	116	83	114	101	38
Number of <i>actual</i> bullying incidents that included physical harm to the victim	50	24	18	55	15	7	43	17	8	46	17	10	39	19	8
Number of <i>actual</i> bullying incidents that included harm to the victim's property	8	3	5	9	10	1	9	2	2	1	4	0	2	2	2
Number of <i>actual</i> bullying incidents that used social/emotional alienation or tactics	133	83	108	148	89	110	142	65	70	103	97	63	122	76	43
Number of <i>actual</i> bullying incidents that interfered with the victim's educational opportunities	119	43	51	60	63	120	92	46	52	79	51	46	70	42	33
Number of <i>actual</i> bullying incidents that substantially disrupted the orderly operation of the school	49	32	29	29	28	24	31	29	32	43	34	22	16	24	16

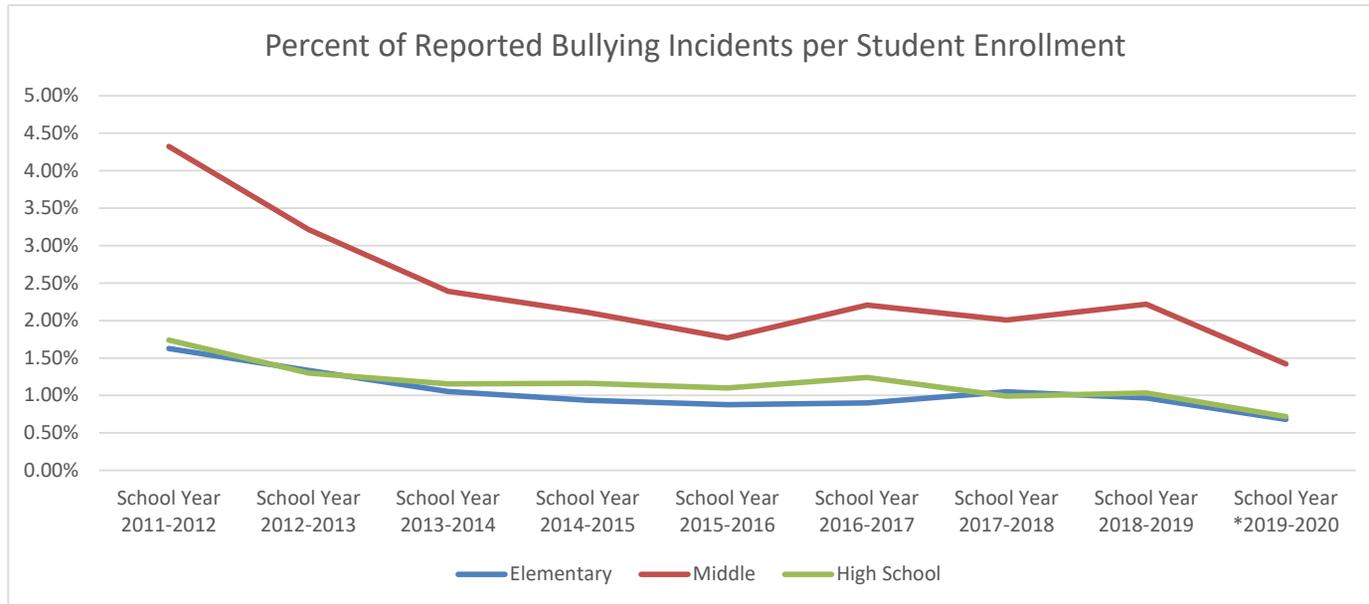
October 26, 2020

New Hampshire Department of Education  
 Division of Program Support, Bureau of Data Management  
 101 Pleasant Street, Concord NH 03301-3852  
 Telephone: (603) 271-2775 Fax: (603) 271-3875

Bullying Report School Years 2011-2012 Through 2019-2020

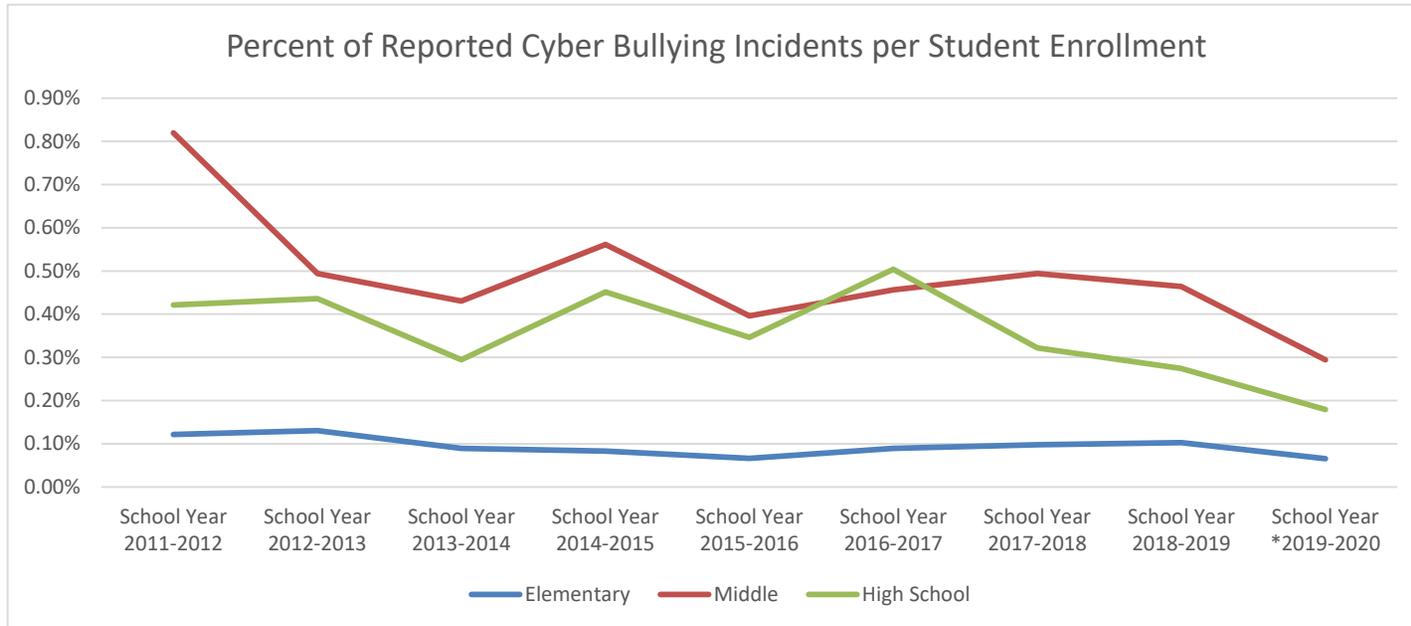
Bullying Report	School Year 2011-2012			School Year 2012-2013			School Year 2013-2014			School Year 2014-2015			School Year 2015-2016			School Year 2016-2017			School Year 2017-2018			School Year 2018-2019			*School Year 2019-2020		
	Elementary (including standalone Preschools)	Middle School	High School	Elementary (including standalone Preschools)	Middle School	High School	Elementary (including standalone Preschools)	Middle School	High School	Elementary (including standalone Preschools)	Middle School	High School	Elementary (including standalone Preschools)	Middle School	High School	Elementary (including standalone Preschools)	Middle School	High School	Elementary (including standalone Preschools)	Middle School	High School	Elementary (including standalone Preschools)	Middle School	High School	Elementary (including standalone Preschools)	Middle School	High School
State Enrollment	94,718	35,133	61,494	93,450	34,399	60,113	91,627	34,164	58,733	91,083	33,664	57,358	90,459	33,060	57,435	90,197	32,637	56,554	88,846	32,190	55,865	89,481	32,099	55,785	86,895	32,607	55,205
Number of incidents of bullying reported during the past year (of any kind)	1,540	1,519	1,069	1,247	1,106	781	964	817	677	853	710	667	793	584	632	812	720	701	931	646	553	864	712	576	591	463	396
Number of incidents of cyber bullying reported during the past year	115	288	259	122	170	262	82	147	173	76	189	259	60	131	199	81	149	285	87	159	180	92	149	153	57	96	99
Number of incidents of investigated and actual bullying during the past year (of any kind)	779	816	525	580	579	425	484	440	297	429	431	341	378	297	256	427	354	226	386	289	256	401	373	202	279	226	178
Number of incidents of investigated and actual cyber bullying during the past year	69	154	150	53	83	154	47	72	93	38	98	163	39	53	107	56	75	142	35	81	96	50	86	65	30	49	65
Number of incidents of investigated and actual bullying during the past year that were based on gender	48	159	43	47	27	49	11	24	20	54	12	34	22	13	30	22	24	31	15	23	16	13	13	19	15	27	23
Number of incidents of investigated and actual bullying during the past year that were based on sexual orientation	35	43	40	34	45	36	19	42	29	12	21	17	12	27	17	18	31	27	14	24	16	12	44	17	14	29	25
Number of incidents of investigated and actual bullying during the past year that were based on race, color, or national origin	23	43	24	29	39	28	20	20	38	18	14	22	18	24	10	15	26	20	17	21	22	26	31	14	21	21	19
Number of incidents of investigated and actual bullying during the past year that were based on disability	19	21	19	28	20	9	14	18	8	25	14	5	23	17	13	23	23	11	32	13	10	13	15	7	20	13	15
Number of incidents of investigated and actual bullying during the past year that were based on physical characteristics	138	125	67	68	97	90	72	53	43	51	54	31	58	56	23	41	68	32	37	62	35	46	64	28	49	49	21
Number of incidents of investigated and actual bullying during the past year that were based on any other basis	568	591	388	476	482	351	409	358	247	366	389	337	303	261	235	364	214	201	310	217	207	344	282	170	198	126	119
Number of actual bullying incidents that were a single significant event	367	457	341	323	267	269	265	182	207	238	324	285	201	167	180	184	169	170	164	159	138	183	149	131	134	95	134
Number of actual bullying incidents that were a pattern of deliberate harmful events	252	218	176	236	152	112	155	131	93	127	93	111	140	92	81	144	106	96	182	88	80	169	116	83	114	101	38
Number of actual bullying incidents that included physical harm to the victim	81	54	38	61	55	14	50	55	16	37	37	14	50	24	18	55	15	7	43	17	8	46	17	10	39	19	8
Number of actual bullying incidents that included harm to the victim's property	19	17	12	9	4	6	11	14	4	10	14	11	8	3	5	9	10	1	9	2	2	1	4	0	2	2	2
Number of actual bullying incidents that used social/emotional alienation or tactics	345	337	200	256	208	200	176	96	113	165	78	96	133	83	108	148	89	110	142	65	70	103	97	63	122	76	43
Number of actual bullying incidents that interfered with the victim's educational opportunities	143	160	169	108	140	145	89	38	109	123	62	121	119	43	51	60	63	120	92	46	52	79	51	46	70	42	33
Number of actual bullying incidents that substantially disrupted the orderly operation of the school	55	52	46	37	52	46	45	11	8	34	19	54	49	32	29	29	28	24	31	29	32	43	34	22	16	24	16

Age Level	Percent of Reported Bullying Incidents per Student Enrollment									
	School Year 2011-2012	School Year 2012-2013	School Year 2013-2014	School Year 2014-2015	School Year 2015-2016	School Year 2016-2017	School Year 2017-2018	School Year 2018-2019	School Year *2019-2020	
Elementary	1.63%	1.33%	1.05%	0.94%	0.88%	0.90%	1.05%	0.97%	0.68%	
Middle	4.32%	3.22%	2.39%	2.11%	1.77%	2.21%	2.01%	2.22%	1.42%	
High School	1.74%	1.30%	1.15%	1.16%	1.10%	1.24%	0.99%	1.03%	0.72%	



\*In March 2020 all public schools began remote schooling due to the COVID-19 pandemic. Remote schooling resulted in a decrease in the number of incidents of bullying and cyber bullying reported by schools for the 2019-2020 school year.

Age Level	Percent of Reported Cyber Bullying Incidents per Student Enrollment									
	School Year 2011-2012	School Year 2012-2013	School Year 2013-2014	School Year 2014-2015	School Year 2015-2016	School Year 2016-2017	School Year 2017-2018	School Year 2018-2019	School Year *2019-2020	
Elementary	0.12%	0.13%	0.09%	0.08%	0.07%	0.09%	0.10%	0.10%	0.07%	
Middle	0.82%	0.49%	0.43%	0.56%	0.40%	0.46%	0.49%	0.46%	0.29%	
High School	0.42%	0.44%	0.29%	0.45%	0.35%	0.50%	0.32%	0.27%	0.18%	



\*In March 2020 all public schools began remote schooling due to the COVID-19 pandemic. Remote schooling resulted in a decrease in the number of incidents of bullying and cyber bullying reported by schools for the 2019-2020 school year.

12.10.2020

**EXECUTIVE SUMMARY**

Approval of New Charter School Application  
*Gathering Waters Public Chartered School*

**A. ACTION NEEDED**

A vote is needed by the State Board of Education to approve the application for *Gathering Waters Public Chartered School*.

**B. GATHERING WATERS PUBLIC CHARTERED SCHOOL**

Application submitted by:

Gabrielle Schuerman  
Contact for Gathering Waters Public Chartered School

**C. RATIONALE FOR ACTION**

RSA 194-B:3-a, Chartered Public School Approval by State Board of Education, gives the State Board of Education authority to approve chartered public schools.

**D. EFFECTS OF THIS ACTION**

In the fall 2021, the *Gathering Waters Public Chartered School* plans to open with 135 students in grade 1 - 12.

**E. POSSIBLE MOTION**

I move that the State Board of Education approves the Gathering Waters Chartered Public School Application. The school may now move forward with its approved plan to open a New Hampshire chartered public school.

OR:

I move that the State Board of Education \_\_\_\_\_  
(indicate some other action)

*a. Letter of Intent*

Frank Edelblut  
New Hampshire Department of Education

10/23/2020

Dear Commissioner Edelblut,

We hereby submit an application to establish a public charter school under the provisions of Section 194-B of New Hampshire's Title XV Education Legislation.

The proposed charter school's name is Gathering Waters Chartered Public School. When fully enrolled, it will serve 300 students in southwestern New Hampshire in grades one through twelve.

The contact person for this application is Gabrielle Schuerman  
37 Grant Street, Keene, NH 03431  
Phone: 603-852-2718  
Email: Gabrielle.Schuerman@gmail.com

The developers of Gathering Waters Public Charter High School are a group of ten parents supported by The Friends of Gathering Waters, a not for profit organization established to support the application process which includes more than a dozen community partners and a commitment of support from 19 consultants. Please see Section 3c of this application for developers' names, Section 14e for list of consultants, Appendix A for letters of support, and Appendix B for community partners.

Thank you very much for your attention to this application.

Sincerely,

Gabrielle Schuerman

# Gathering Waters Chartered Public School

## Application

Sponsored by The Friends of Gathering Waters

Contact: Gabrielle Schuerman

37 Grant Street, Keene, NH 03431

Phone: (603) 852-2718

Email: [Gabrielle.Schuerman@gmail.com](mailto:Gabrielle.Schuerman@gmail.com)

Projected Opening: September 2021

Proposed Location: Keene, NH

Total Projected 5 Year Enrollment

Grade	Year 1	Year 2	Year 3	Year 4	Year 5
1	15	20	25	25	25
2	15	20	25	25	25
3	15	20	25	25	25
4	15	20	25	25	25
5	15	20	25	25	25
6	15	20	25	25	25
7	15	20	25	25	25
8	15	20	25	25	25
9	15	20	25	25	25
10	0	20	25	25	25
11	0	0	25	25	25
12	0	0	0	25	25
<b>Total</b>	<b>135</b>	<b>200</b>	<b>275</b>	<b>300</b>	<b>300</b>

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### **Attachments:**

- 1. Circus Smirkus Fundraising Plan**
- 2. Alliance for Public Waldorf Education Common Core Alignment**
- 3. Proposed 5-Year Budget**
- 4. Accountability Plan**
- 5. Signature Page**

### **Section 3: Introduction**

#### **a. General description and proposed or potential location RSA194-B:3,II(a); Ed 318.05(c)(2)**

With this application, we seek to open a chartered public school for grades 1-12 inspired by the core principles of Waldorf education. The name of the school is Gathering Waters Chartered Public School (Gathering Waters). The founding group, Friends of Gathering Waters is a group of 10 parents joined by community members, educators and supporters of the growing number of Waldorf-inspired charter schools and initiatives that are now serving more than 10,000 students nationwide.<sup>1</sup>

The recent proliferation of public charter schools inspired by Waldorf education coincides with the growth of non-sectarian Waldorf education worldwide, with more than 1,090 private and public Waldorf schools in more than 64 countries. Here in North America, there are more than 160 accredited independent Waldorf schools. The charter school model is making it possible for thousands of families across the United States to choose Waldorf education for their children—families who want this option but are deterred by the financial costs of private Waldorf schools, which must charge tuition and have limited resources for offering financial aid.

In New Hampshire, the charter school model presents a unique opportunity for our region. We have here a committed and informed group of parents, educators, and supporters from the local business and non-profit sectors who are prepared to give time, effort, and resources to make this highly regarded educational approach an option for our students. In addition to the presence of strong local support, our region is uniquely situated to support a Waldorf-inspired charter school because of the wealth of knowledge and resources that are already established here, including two Waldorf teacher training programs. Indeed, families have moved to the Keene area from all over the country because of the presence here of organizations inspired by the underlying philosophy behind Waldorf education, such as Monadnock Waldorf School, High Mowing, Sophia's Hearth Family Center in Keene, Camp Glenbrook in Marlborough, Kroka Expeditions in Marlow, and Badger Corporation in Gilsum. Thus, southwestern New Hampshire is home to a well-established community that is ready and eager to support a Waldorf-inspired chartered public school and with whom we welcome the opportunity to partner.

Gathering Waters aims to realize the core purpose of Waldorf education, as expressed by its founder Rudolf Steiner a century ago: "Our highest endeavor [as educators] must be to develop free human beings who are able, of themselves, to impart purpose and direction to their lives."<sup>2</sup> Key values that guide the culture of a Waldorf school include:

- Profound respect for each human being as a unique individual who passes through distinct life stages; educators' responsibility is to meet students in each developmental stage with age-appropriate content and methods for delivering the curriculum.

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<sup>1</sup> Statistics and other information about public Waldorf charter schools can be found on the website of the Alliance for Public Waldorf Education, [www.allianceforpublicwaldorfeducation.org](http://www.allianceforpublicwaldorfeducation.org).

<sup>2</sup> Quoted in the website of the Alliance for Public Waldorf Education, [www.allianceforpublicwaldorfeducation.org](http://www.allianceforpublicwaldorfeducation.org).

- Education should address the multidimensional nature of the human being and strive to enliven and expand capacities—intellectual, emotional, social, artistic, spiritual—as well as impart knowledge.
- Active, experiential learning, social activities, and artistic immersion are ideally part of teaching every subject.
- Healthy human relationships among teachers, staff, students, and families are at the heart of the school; a school is a learning community wherein everyone works together to ensure the best outcome for every student.
- Equity, diversity, and social justice are embedded in the content of the curriculum and the social life of the school community.
- Teaching is an art: the teachers who work with students on a daily basis and who have the appropriate professional credentials should have primary responsibility for matters of pedagogy, curriculum, standards, and assessments.

It is important to note that while we use the trademark Waldorf with some freedom here for the sake of explaining the impulse behind our application, Friends of Gathering Waters acknowledges the rigorous process of self-study and peer review that will be required for us to use the trademark Public Waldorf as part of our formal identity. This trademark is held by the Alliance for Public Waldorf Education, which provides networking for Waldorf-inspired charter schools across the US. We look forward to becoming an initiative member of the Alliance and will welcome the guidance and resources of the many public Waldorf schools that have paved the way for our future success.

Please refer to section 11 on page 46 for a more complete description of the proposed school facility.

**b. Name, address, telephone and fax numbers and email address of contact person. Ed 318.05 (c) (3)**

Gabrielle Schuerman, 37 Grant Street, Keene NH, 03431, 603-852-2718,  
[Gabrielle.Schuerman@gmail.com](mailto:Gabrielle.Schuerman@gmail.com)

**c. Persons eligible to submit application to establish a chartered public school RSA 194-B:3, V. Ed 318.05 (c) (4)**

**Parent Group:**

Gabrielle Schuerman- parent, Keene, NH  
 Theresa Majoy-parent, Keene, NH  
 Eliza Murphy-parent, Keene, NH  
 Lori Burman-parent, Keene, NH  
 Michele Chalice-parent, Keene, NH  
 Jennifer Butler-parent, Keene, NH  
 Elizabeth Hamshaw-parent, Keene, NH  
 Emily Sherwood-Turner-parent, Keene, NH  
 Laurel Iselin -parent, Alstead, NH  
 Ronja Elliston-parent, Alstead, NH

**d. Education Vision and Mission Statement RSA 194-B:3,II (d), Ed 318.09 (e)(1)**

The mission of Gathering Waters Chartered Public School is to offer students in the Monadnock region an education that enables them to discover their interests and

capabilities; explore the surrounding world; and cultivate a lifelong love of learning, a sense of community responsibility and understanding of environmental sustainability. We carry out this mission by providing an academically rigorous and engaging curriculum that integrates the arts, meaningful practical work, outdoor education and service to the larger community.

Our vision is an inclusive school culture of compassion and respect where deep interest in others goes hand in hand with individual growth. The educational environment enables students to develop self-confidence, self-knowledge, intellectual flexibility, and the capacity for creative problem solving that supports ethical action in their local and global communities.

**e. Summary of the school's focus, including a description of the characteristics, methods and goals of the school. Ed 318.05(c)(9)**

The focus of Gathering Waters is on achieving a balance between, on the one hand, enabling students to discover and unfold their unique individual interests and talents and, on the other hand, cultivating a school culture of shared understandings, common values, and ensuring that students acquire the knowledge and skills needed for contributing to a better future for all. Teaching is meant to support the development of dispositions and capabilities—curiosity and lifelong enthusiasm for learning; independent, critical thinking; conscience, compassion, and social skills; initiative, creativity and follow-through.

Some distinctive features and methods for carrying out these aims are:

- A commitment to a broad humanistic understanding of the goal of education: a well-rounded individual who is filled with a sense of purpose and of the value of life; able to sense what is right in a given situation, with the power of resolution to carry it out; guided by empathy and genuine regard for the needs and rights of others; able to think creatively and independently; and well-equipped with a full range of practical, social, and cognitive knowledge and skills.
- A rich and varied curriculum that includes multidisciplinary courses, practical work, outdoor education, performance and visual arts, crafts and community service projects, as well as standard courses in language arts, science, math, history, and foreign languages.
- Experiential learning—active engagement in course-related activities.
- Integration of the arts into academic subjects.
- Multidimensional assessment methods whose purpose is encouraging and motivating further learning (rather than ranking or penalties), including classroom performance assessments, student self-assessments, portfolios, narrative reports, as well as required standardized testing.
- Block subject scheduling that allows for deeper engagement in the subject at hand.

**f. Target population**

As a public charter, Gathering Waters will serve all school-aged students in grades 1-12 and their families with special effort given to include those children who are educationally and economically disadvantaged, in the Monadnock region of southwestern New Hampshire, including Cheshire, Sullivan and Hillsborough counties.

**g. Measurable Goals and Objectives and a timeline for implementation and accountability Ed 318.05(c)(9)**

Following approval of this application, our proposed timeline for implementation is as follows:

- By January 1 2021
  - The Friends of Gathering Waters appoints a formal Board of Trustees.
  - The Board assisted by the Friends identifies a suitable location and arranges for leasing of facilities as of March 1, 2021.
  - Board committees (Executive, Finance, Governance, Human Resources, Development/Fundraising, Enrollment/Outreach and Strategic Planning) necessary to ensure progress toward target school opening date are set up and are meeting regularly.
  - The Board approves a budget and fund-raising plan for start-up costs during the pre-operations period, to be overseen and implemented by the Board Development/Fundraising Committee; this budget includes full operations costs for the three-month period July-September 2021.
  - The Board approves a detailed five-year post-operations budget and the Fund-Raising Committee reviews, approves and begins to implement the fundraising plan to ensure ongoing private support revenue.
  - The Board recruits and organizes volunteers to assist in public relations, fund raising, facilities preparation, and general support of the Board.
  - The Board approves and oversees implementation of outreach campaigns to recruit and hire full-time and special subject teachers.
  - Board begins a search for the Lead Administrator to be hired February 1, 2021.
  - Enrollment and Outreach Committee actively engages in recruitment activities and dissemination of application materials.
- By February 1 2021
  - The Board hires a full time Lead Administrator on a contractual basis
  - The Board continues oversight of all necessary steps for successful school operations, including enrollment, faculty, budgets, and fund-raising.
  - Application deadline-applications reviewed by admissions panel and lottery held on February 15 if needed. Rolling admissions continue as space allows.
  - Board begins a search for the Business Administrator, Administrative Assistant and Development Coordinator.
- By March 30
  - Business Administrator and Development Coordinator are hired on a contractual basis
- By May 1 2020 -Board completes policy development.
- By June 30, 2021
  - Faculty contracts are finalized, with full-time teachers to begin work July 1, 2021, and part-time faculty to begin September 8, 2021.
  - Contracts for Lead Administrator, Business Administrator, Development Coordinator and Administrative Assistant are finalized.
  - Facilities have been leased and necessary upgrades/renovations begun.
  - Lead Administrator oversees publication of curriculum materials (course catalog); Student-Parent and Employee Handbooks.
- Starting July 1, 2021

- Contracts for Full-time faculty, Lead Administrator, Business Administrator, Administrative Assistant and Development Coordinator go into effect.
- Up to 15 students in grades 1-9 complete admissions process; school governance entities and processes are set up as described in this application.
- Curriculum/Assessment Committee created to oversee curriculum development.
- Teachers engage in short and long-term curriculum and assessment planning.
- September 8, 2021—Gathering Waters Chartered Public School opens.

The Board of Trustees is accountable for compliance with this timeline and with all provisions for the operation of the school as set forth in the application as approved.

**h. Projected student enrollment for each of the first 5 years of operation. Ed 318.05(c)(6)**  
 Projected enrollment: 1<sup>st</sup> year -135; 2<sup>nd</sup> year-200; 3<sup>rd</sup> year -275; 4<sup>th</sup> and 5<sup>th</sup> years-300. These are projections. Waldorf teachers are trained to teach the range of grade levels thereby allowing flexibility in staffing and the potential for combined classes as needed.

**i. Students to be served: grade/age levels, maximum number, other information about pupils to be served. RSA 194-B:3,II (e), Ed 318.09 (c)(5)**

Gathering Waters will serve grades 1-12 beginning with grades 1-9 the first year with an additional grade and students being added each successive year until the school is at capacity. Projected enrollment is an average of 25 students in each grade with full capacity enrollment of 300 students. Student attrition will be examined each year and robust enrollment efforts made across the grades.

**Total Projected 5 Year Enrollment**

Grade	Year 1	Year 2	Year 3	Year 4	Year 5
1	15	20	25	25	25
2	15	20	25	25	25
3	15	20	25	25	25
4	15	20	25	25	25
5	15	20	25	25	25
6	15	20	25	25	25
7	15	20	25	25	25
8	15	20	25	25	25
9	15	20	25	25	25
10	0	20	25	25	25
11	0	0	25	25	25
12	0	0	0	25	25
<b>Total</b>	<b>135</b>	<b>200</b>	<b>275</b>	<b>300</b>	<b>300</b>

j. **Educational need—How this school is different...will it be located in an underserved community for educationally disadvantaged, at risk students? List the district, charter and non-public schools currently operating in the general area.**

While we recognize that students in this region have access to other schools, we are confident that the distinctive features of Gathering Waters, its culture, curriculum and teaching methods, will meet the needs and aspirations of students in our region of all backgrounds and ability levels. The characteristics noted in part e. above, which have been hallmarks of the Waldorf approach for decades, have been strongly validated by scholars in the field of education. We provide citations in Section 5.

While not specifically designated an underserved area, Cheshire county is ranked 8<sup>th</sup> out of 10 counties in NH with a poverty rate of 10.2 percent. 14.1 % of individuals in Keene live below the poverty line (<https://www.nhes.nh.gov/elmi/products/cp/profiles-htm/keene.htm>) and 23% of children enrolled in school in Keene are living in poverty ([www.welfareinfo.org](http://www.welfareinfo.org)). According to the NH Board of Education website, Cheshire county ranks about in the middle of all NH counties in terms of high school completion rates suggesting that the area could well benefit from a school such as Gathering Waters.

Those students who desire and require a smaller, more personal learning environment will find extraordinary support from committed, involved teachers and staff. Those who have struggled under a curriculum and assessment framework that does not do justice to their unique abilities and learning styles will thrive within a closely-knit and supportive learning community that holds students to high standards while also supporting them each step of the way. Those who have felt “lost” or threatened in their current schools will benefit from the warm, caring and inclusive environment that Gathering Waters fosters among its students. And all students regardless of intellectual, artistic or physical ability will be given the opportunity to cultivate their own unique gifts while also strengthening their commitment to a sustainable and healthy world. Students who have discovered what they are capable of and what their interests are will be able to choose their next steps freely and wisely, and will be well prepared to contribute to a compassionate, sustainable, and prosperous future for their local and global communities.

**Public Schools Currently Operating in the larger region:**

SAU 29 Elementary Schools (Chesterfield Elementary School; Wells Memorial Elementary School, Harrisville; Benjamin Franklin Elementary School, Keene; Fuller Elementary School, Keene; Symonds Elementary School, Keene; Wheelock Elementary School, Keene; Marlborough Elementary School, Marlborough; Marlow Elementary School, Marlow; Nelson Elementary School, Nelson; Westmoreland Elementary School, Westmoreland), Keene Middle and High School, Monadnock Regional Middle and High School, East Swanzey (6.6 miles from Keene), MC2 Charter High School, Keene, LEAF Charter High School, Alstead (24 miles from Keene), Fall Mountain High School, Langdon (25 miles from Keene), Conant High School, Jaffrey (16 miles from Keene), Conval High School, Peterborough (20 miles from Keene)

**Independent Schools Currently Operating in the area:**

St Joseph’s Academy, Keene, Monadnock Waldorf School, Keene, Dublin Christian Academy - Dublin (21 miles from Keene), Victory High School- Jaffrey (29 miles from Keene) , The Dublin School – Dublin (21 miles from Keene)

**k. Any reasons why the prospective board of trustees believes RSA 194-B.3.XII relative to a shortening of deadlines may apply to this case**

Recognizing that the current pandemic may create barriers to fundraising as well as cause delays in the acquisition and retrofit of a suitable space, we respectfully ask for an expedited decision regarding the application of Gathering Waters so that we may move forward with the full understanding and confidence of our acceptance.

**Section 4: Governance**

**a. Governing Board: roles, responsibilities, qualifications, skillset, experience. Ed318.09(e)(2)**

The operating bodies of the school are the Gathering Waters Chartered Public School Board of Trustees, the Administration (consisting of the Lead Administrator, Business Administrator, Administrative Assistant and Enrollment and Development Coordinator), the Leadership Council (consisting of the Lead Administrator and Faculty Chairs) and the Faculty. The Parent Council, and in the High School, Student Council play an advisory and supportive role. All governance bodies will adhere to democratic processes and principle. Implementation of governance is characterized by collaboration, effective leadership, and accountability.

Our school leadership process follows the guidelines of the Alliance for Public Waldorf Education, which recommends the principle of shared responsibilities within established legal structures, for school governance. In Public Waldorf Schools collaboration among teachers, staff, administration and boards, with stakeholders' input, is the rule. A core organizing principle of Waldorf education is that decisions related to educational programming are best made by the teachers who are working directly with students every day. When possible those responsible for making such decisions act from knowledge and experience working with Rudolf Steiner's educational insights.

The Leadership Council made up of the Lead Administrator and the Lower (1-5) and Upper School (6-12) Faculty Chairs is responsible for training, supervising, supporting and reviewing all faculty members as well as supporting students and families who may require special care. The Council develops, monitors, and reviews the curriculum as well as the daily schedule and future planning. It is the responsibility of the Board to approve recommendations regarding hiring of faculty submitted by the Leadership Council. In the event of a disagreement on the leadership council, the Lead Administrator shall make the final decision. Since there will be no Leadership Council prior to having hired teachers, the initial recruitment and hiring of Faculty will be the sole responsibility of the Board.

The Lead Administrator is responsible for the day-to-day-work of the school and direct supervision of the Faculty (in conjunction and consultation with the Faculty Chairs), the Business Administrator, the Office Assistant, and the Enrollment and Development Coordinator.

The Board of Trustees has the final responsibility for fiscal and legal matters and is accountable for the school and its operations. The Board of Trustees is made up of four parent representatives, one or two teacher representatives appointed by the Faculty, the Lead Administrator as a non-voting member, Business Administrator, and four community members. We will attempt to ensure highly qualified Board Members with expertise and skills in the

following areas: law, finance, fundraising, education, marketing, development, information technology and administration. Trustees should show dedication to the mission and vision of the School and possess the following personal characteristics:

- Honesty, sensitivity to and tolerance of differing views, a friendly, responsive and patient approach, community-building skills, personal integrity, a developed sense of values, a sense of humor and a commitment to professional standards of confidentiality.
- Willingness to prepare for and attend Board and committee meetings, ask questions, take responsibility and follow through on a given assignment, contribute personal and financial resources according to circumstances, open doors in the community, evaluate one's own performance.
- Willingness to develop certain skills not already possessed, such as: to cultivate donors and solicit funds, cultivate and recruit Board members and other volunteers, read and understand financial statements, learn more about the substantive program area and issues pertaining to the school.

The Board meets on a monthly basis throughout the year and is an open public meeting (in accordance with RSA 91 A-2, except for those meetings or proceedings designated as nonpublic sessions as defined in RSA 91-A:3, II). Board members are expected to attend meetings regularly and will be subject to replacement if absences reach 50 percent or more of meetings in a six-month period. For purposes of conducting business, the Board will follow New Hampshire Right to Know Law, RSA 91-A. For purposes of lawful meetings, a quorum is defined as a majority of Trustees physically present or participating through video or voice communication systems. Records and minutes of meetings will be kept in accordance with statutory guidelines.

It is the responsibility of the Board to develop policies and put them in writing, so they serve as guidelines and goals for the successful and efficient functioning of the school. It will annually evaluate and update its policies and ensure compliance with RSA 194 B:5. If in express conflict, compliance to NH state regulations will take precedence. The Board's functions include:

- Overseeing that the school's program and operation are faithful to the terms of its charter, bylaws, policies, and its mission statement.
- Adopting policies that further clarify and assist in maintaining the mission and educational program of Gathering Waters.
- Ensuring that the school's academic programs are successful. All academic programs are evaluated and reviewed annually by the Board. These evaluations are used to determine the effectiveness of the programs and provide direction for improvements.
- Ensuring that the school is financially solvent by planning and budgeting to meet the school's goals, approving an annual budget for the school as well as a long-range strategic growth plan.
- Ensuring proper accounting and reporting policies
- Hiring the Lead Administrator, Office Coordinator, Enrollment and Development Coordinator, and Business Administrator and evaluating their performance annually; hiring faculty upon recommendations by the Faculty Chairs and Lead Administrator.
- Creating, serving on, and appointing people to necessary committees.

- Providing Board orientation to all members, which includes introduction to the school and curriculum, classroom visits, and copies of Board by-laws and Employee and Student-Parent Handbooks

Prior to opening the Board of Trustees of Gathering Waters will develop policies regarding:

- Budget, fund-raising and growth,
- Records Retention,
- Promotion of School Safety,
- Reporting of suspected abuse or neglect,
- Sexual Harassment,
- Pupil safety and violence prevention,
- Limiting the use of child restraint practices,
- Developmentally appropriate daily physical activity,
- Grievance and complaints process.

These policies will be compiled in a binder and included as appropriate in the Student-Parent and Employee Handbooks.

**b. Method by which trustees and their terms are determined. RSA 194-B:3,II(c)**

The founding Board is appointed by the Friends of Gathering Waters, the founding organization of the school, which includes community members, parents and educators. A formal transition and induction will take place within two months of school authorization and before the school begins to operate. Prospective Board members will participate in training in general governance and financial management, as advised by the New Hampshire Center for Nonprofits, the Local Government Center, and the New Hampshire School Boards Association. Terms of Trustees are staggered three-year terms. Approximately one half of the initial Trustees will be appointed for two or three-year terms to initiate staggered terms to ensure governance stability. Terms can be renewed by nomination and majority vote of the Board. The Board may appoint a Trustee to fill a vacancy to complete a term according to established term timelines. The Board, once operating, will select and appoint future Trustees and establish policies for Board governance and filling vacancies.

**c. Board of Trustees By-Laws Ed 318.09(e )(2)**

Please See Appendix I

**d. Organizational Structure and Growth Plan RSA 194-B:3, II (b)**

The developers of the school, the Friends of Gathering Waters, will empower and establish a formal Board of Trustees within two months of authorization. The Board of Trustees will immediately begin functioning in accord with its Bylaws, meeting monthly or more frequently as needed to ensure successful implementation of the school's program by September 2021. Its plan for organizational growth includes the following steps:

- Election of Board officers.
- Review of and implementation of a comprehensive fundraising plan for pre- and post-opening of the school.
- Preparation of detailed and if necessary revised budget for school operations.

- Hiring of the Lead Administrator, Enrollment and Development Coordinator, Business Administrator and Office Assistant.
- Hiring of initial full-time faculty.
- Set up the Board Executive Committee, to consist of the Chair and Vice-Chair of the Board, the Lead Administrator and Faculty Chairs.
- Set up other committees as designated in the Bylaws.

Please also see Section 3g. for timeline for implementation.

The Executive Committee, with Board oversight, will ensure that preparation for delivering the curriculum is completed by September 2021, including but not limited to decisions/steps in regard to enrollment; student transportation; course schedules; adjunct/part-time faculty; classroom supplies/equipment; extracurricular activities. The Board of Trustees will direct the Lead Administrator to initiate a process for forming the Parent and Council within a month of school opening. Focus during the first five years of operation will be on strengthening our internal processes and policies to ensure continuous improvement through a process of self-evaluation and consultation with other charter schools, the Department of Education and the Alliance for Public Waldorf Education. We will continue to develop and refine daily policies, procedures and practices in our program and strengthen the faculty and administration through professional development. Supplemental programming during the school day will be developed to meet the needs of our students. The first five years allows for modest growth in student population up to a maximum of 25 per grade. Each year of the first four years we plan to add an additional high school class until we have a complete 4-year high school in year four. Each of these steps will be undertaken after careful evaluation of our already existing program to ensure the delivery of a high-quality educational experience for all students. As the school grows, faculty and administrative staff will be added to support school needs (see budget payroll calculator for break down). Additional programs such as before and after care will also be developed to meet the needs of our families.

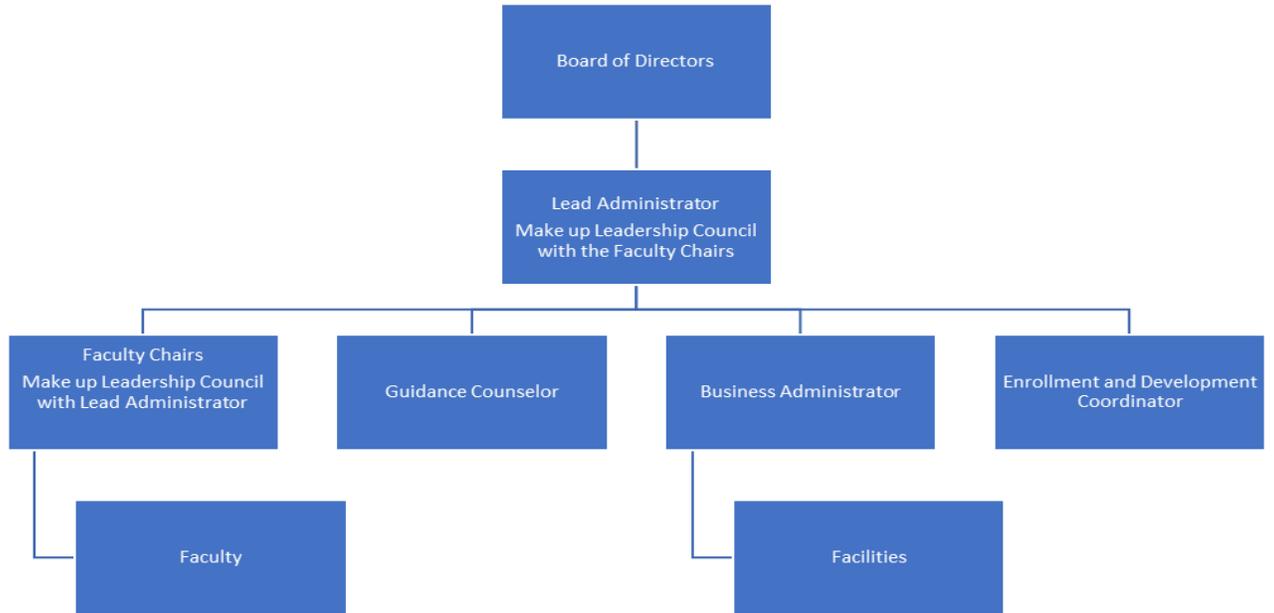
### Board of Trustees

Holds Faculty and Administration responsible for accomplishing the school’s vision and strategic plan. Provides legal and fiduciary stewardship, strategic planning, fundraising and risk management oversight. Hires and reviews Lead Administrator, Business Administrator and Enrollment and Development Coordinator.

Board Committees	Lead Administrator	Faculty Led by Faculty Chairs	Business Administrator	Parent Council
<b>Executive</b> -Oversight of administration and operations with Faculty Chairs, Lead Administrator and Business Administrator <b>Finance</b> -Monitors budget, reports to the full board on financial issues <b>Governance</b> Recruits & orients new board members, ensures committees are working effectively, maintains climate to promote effective	Regulations/ Compliance Security/Safety Oversee Special Ed. School Report Card Budget Mediator and Advisor Collaborates with Faculty chairs on curriculum, faculty hiring and evaluation	Curriculum/ Program Educational Policies Hiring with Lead Administrator Teacher Review Teacher Support Festivals Classroom Mgmt	Payroll (contracted) Benefits (contracted) Financial Reporting Supplies Main Office Buildings & Grounds	Community building & education Forum for parent input Encourages parent involvement Faculty/ Staff appreciation events

work and morale within the Board. <b>Human Resources</b> -HR, Compensation Policies/Procedures <b>Development and Fundraising</b> -Creates development plan; <b>Enrollment and Outreach</b> -plans and facilitates outreach events w/ Enroll & Dev Coordinator and office mgr support <b>Strategic Planning</b> -Long range planning	<b>Admin Assistant</b> manages activities of main office  <b>Enrollment and Development Coordinator</b>  Enrollment Outreach Fundraising Development			
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### Gathering Waters Organizational Chart



**e. Fundraising Plan Ed 318.09 (e)(11)**

The Development and Fundraising Committee of the Gathering Waters Board of Trustees is tasked with working with the Development and Enrollment Coordinator in the planning and implementation of all development and fundraising activities, recognizing that to be successful we will also have to engage school staff, parents and students. We will have an estimated

\$346,000 of start-up costs reflecting 3 preoperational months of salaries, lease and taxes, technology infrastructure, curriculum and professional development and supplies. It is anticipated that we will receive a Federal Start-up grant to cover the majority of these costs. The members of the Development Committee of the Board will be responsible for submitting the necessary application to the State of NH by the listed deadline. We also expect to raise a modest 20,000 in donations from supporters in the community prior to opening in September 2021 through an online Silent Auction to be posted at the time of our acceptance being organized by our marketing committee as well as individual appeals.

Our current budget involves raising a total of 97,000 our first year growing 3% each year. 32% of this (31,000 in the first year) will be raised through school sponsored fundraisers: a holiday craft fair to be held in early November and Circus Smirkus to be held in the Summer and a cash raffle in the spring. While some of these fundraisers require a significant input of time on the part of parents and community members we recognize that they also serve a dual function of community building and marketing in the community. Given this dual function they will be the responsibility of a subcommittee comprised of members of the marketing and outreach committee and the development and fundraising committee with oversight by the Development Coordinator.

Approximately 16 % (16,000 in the first year) will be raised through the annual fund and appeals to individuals. The appeal will go out by November 1 with the aim of reaching our goal of 16,000 by December 15 of each year. We expect to have 100% board and faculty involvement at whatever level feels manageable to the individual. This annual appeal will be the responsibility of the Fundraising and Development Committee with oversight by the Development Coordinator and administrative assistance by the Administrative assistant.

The remaining 51 % (50,000 in the first year) will be raised through larger individual donations of 5000 or more and foundation grants. The identification of appropriate grants will be the responsibility of the Development Coordinator. Members of the Development Committee will assist with grant writing until the point in time that our budget can support a grant writer. We are currently investigating grants through the Putnam Foundation and the Barr Foundation as well as local businesses such as C and S Wholesalers and Markham Image. Deadlines for such grants may be variable but we expect to have raised the total from grants by March of each year.

The Fundraising and Development Committee is accountable to the Board of Trustees. The Board will conduct an evaluation of all fundraising activities twice a year to ensure that goals are being met, and to determine best practices and potential areas of improvement. Please see the detailed fundraising plan in Appendix N, and the Circus Smirkus plan in Attachment 1.

#### **f. Grievance/complaints Process or Policy**

Gathering Waters is committed to providing the best possible working conditions for its employees and educational environment for students and families. Part of this commitment is encouraging an open and frank atmosphere in which any conflict, complaint, suggestion, or question receives a timely response within the school. Gathering Waters strives to ensure fair and honest treatment of all employees, students and families. All school community members are expected to treat each other with mutual respect and are encouraged to offer positive and constructive criticism.

Internal Grievance/Disputes arising from within Gathering Waters, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members, will be resolved pursuant to policies and processes developed by the school. The LEA shall not be involved with internal disputes of Gathering Waters unless Gathering Waters requests LEA involvement or it is legally required.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the conflict resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Gathering Waters in a reasonable, business-like manner, or for using the conflict resolution procedure. If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, and they do not feel that this can be resolved through informal measures, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents conflict in written form to the Faculty Chairs or Lead Administrator after the incident occurs.
2. If that person is unavailable or the employee believes it would be inappropriate to contact the Faculty Chairs or Lead Administrator the employee may present the conflict to the Chair of the Board of Trustees.
3. The Lead Administrator or Board Chair responds to conflict during discussion or after consulting with others, when necessary, and documents discussion.
4. Any grievance or complaint that is not resolved by the above steps shall be brought before a subcommittee of the Board for hearing. This subcommittee will make recommendations to the full Board for action regarding the grievances and/or complaints brought forth.

The above process also applies to any parent or student. In situations involving a classroom teacher or other employee they are encouraged to first bring their complaint to the teacher or employee in question. If they feel the issue is not resolved or it is not appropriate to bring to that person, they shall bring the concern in writing to the Faculty Chairs or Lead Administrator or the Board as above.

In the case of grievances and/or complaints against the Board that cannot be resolved through informal conflict resolution, a neutral third-party mediator shall engage the Parties in a voluntary and non-binding mediation session designed to facilitate resolution of the dispute. The cost of such mediation shall be split between the parties. If applicable, each party shall bear its own attorney fees which result from the dispute resolution process.

Not every conflict can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual conflicts can members of the Gathering Waters community develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

In the case of disputes between the LEA and Gathering Waters, an attempt will always be made to resolve them amicably and reasonably without resorting to formal procedures. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process unless legally required to do otherwise. In the event of a dispute between Gathering Waters and the LEA, the involved parties agree to frame the issue in a written format to be submitted to the Superintendent of the LEA and Gathering Waters Lead

Administrator. The Lead Administrator and Superintendent shall meet informally and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards who shall jointly meet with the Superintendent and Lead Administrator and attempt to resolve the dispute within 15 business days from the dispute statement. If this joint meeting fails to resolve the dispute, the Superintendent and Lead Administrator will identify a neutral third-party mediator to engage the Parties in a voluntary and non-binding mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Lead Administrator. Mediation shall be held within thirty business days of receipt of the dispute statement. The costs of mediation shall be split between the LEA and the Gathering Waters. If applicable, each party shall bear its own attorney fees which result from the dispute resolution process.

## **Section 5: Education Plan**

### **a. Curriculum that meets or exceeds state standards in the subjects offered; clearly defined, research-based with evidence of effectiveness. RSA 194-B:3, II (f); Ed 318.09 (e)(4)**

Please note that the proposed Gathering Waters curriculum, with specific course listings and standards for student achievement in each year, is given in Appendices K and L. State standards are incorporated into the curriculum in an age-appropriate manner. Please also see Attachment 2 for the Alliance for Public Waldorf Education Recommendations for the Grade Level Placement of the Common Core Standards in a Waldorf Inspired Public School Program. Research on effectiveness is presented in Section 5b below.

Gathering Waters uses a curriculum inspired by Waldorf Education that is adapted for public use by the Alliance of Public Waldorf Education. This curriculum is modeled on the curriculum for grades 1 through 12 that is used in independent Waldorf schools throughout the world. In regard to subjects required, it accords with those curriculums used in most public and private elementary and high schools throughout the U.S.

The Gathering Waters curriculum includes these core subjects for all grades: English language arts; mathematics; science; social studies/history; a foreign language; music; visual and performing arts; handwork and crafts; movement, games and physical education. It is a developmental approach: content and method of delivery are calibrated to meet the needs, interests, and capabilities of students at each developmental stage through the grade. The curriculum includes participation in service projects in the community and daily school jobs such as clean-up and recycling. Community and school service help students learn the values of meaningful work, self-sufficiency and responsibility to oneself and others.

The Waldorf curriculum model is published in chart form by the Research Institute for Waldorf Education. The chart, "The Waldorf School Curriculum: An Overview for American Waldorf School Teachers," is available on the website of the Research Institute for Waldorf Education ([www.waldorfresearchinstitute.org](http://www.waldorfresearchinstitute.org)).

Another source describing the Waldorf curriculum is:

*The Tasks and Content of the Steiner-Waldorf Curriculum*, by Rawson, M., Richter, T. and Avison, K, Eds. Floris Books, 2<sup>nd</sup> Ed. (2014).

This book describes the development of each subject through the years 1-12 and gives an overview of the work of each class.

A source describing only the Waldorf high school curriculum is:

“The Waldorf High School” (An excerpt from *Understanding Waldorf Education: Teaching From the Inside Out*, by Jack Petrash, Gryphon House, Inc. (2009). Available at

[https://www.waldorfschool.com/documents/education/the\\_waldorf\\_high\\_school\\_understanding\\_waldorf\\_education.pdf](https://www.waldorfschool.com/documents/education/the_waldorf_high_school_understanding_waldorf_education.pdf)

This article summarizes the themes and methods for delivering the Waldorf high school curriculum, including its developmental focus through four years on capacities for observation, comparison, analysis, and synthesis; in depth study through block courses; training for independent and critical thinking; and artistic immersion.

The Waldorf curriculum presented in these sources is flexible and adaptable. Within the basic sequence of required courses, a Waldorf school faculty may adopt content and activities that best meet the needs and interests of the students being served. For example, Waldorf schools in China may emphasize Asian languages, cultures, and history whereas those in the U.S. have traditionally had a more Euro-American focus. That said, in recent years the curriculum of schools in the U.S. have incorporated more focus on Asia, in recognition of current world realities. The curriculum is also evolving over time. Waldorf school teachers regularly engage in collegial discussions of best practices for addressing the changing needs of today’s students. For example, the High School Research Project of the Association of (Independent) Waldorf Schools in North America has published a series of teachers’ colloquiums on core subjects –available from the Online Waldorf Library ([www.waldorflibrary.org](http://www.waldorflibrary.org)).

The Waldorf curriculum and instructional methods are grounded in an understanding of child and adolescent development; in particular the high school curriculum is designed to inspire and support students in their quests for identity, community, independence and purpose (Steiner 1921/2003, 1926/1977). This developmental approach is essentially Piagetian in nature in focusing on developmental stages and developmentally appropriate lessons across the age range (Piaget & Inhelder, 1969/2000). That is, expectations in regard to the development of capabilities and dispositions change with each grade. Course content, standards, and instructional and assessment methods are designed to accord with these differences.

Gathering Waters takes this model of education even further to address issues that are important in today’s quickly changing world. Social justice, equity, diversity, individual and global responsibility and environmental sustainability are embedded in the content of the curriculum and in the affirmation of each member of the community.

The Waldorf approach followed at Gathering Waters is holistic. Academic progress is part of a more comprehensive educational goal that explicitly includes and fosters emotional, physical, social, and character development, as well as cognitive abilities, in order to support the full human potential of each student. Recent research in the importance of multiple intelligences supports the holistic Waldorf approach (Gardner, 1993; Goleman, 1995; Salovey & Mayer,

1989). Features of the Waldorf approach such as experiential learning activities and group projects help support students in developing emotional intelligence and social inclusiveness as well as intellectual capacities.

In Waldorf pedagogy, the *how* (implementation) is as important as the *what* (course content). Methods for delivery of the curriculum aim to awaken, maintain, and enhance students' interest, curiosity, creativity, and enthusiasm for more learning. At Gathering Waters, through all grades, teachers use the following delivery methods that support this aim. (Research confirming the effectiveness of these delivery methods is given in Section 5b.)

***Core curriculum subjects are taught in blocks.*** Core academic subjects are taught in 1½- 2 hour main lesson morning blocks—these are extended lessons that prioritize depth in a subject matter, promote inquiry and critical thinking, and allow for students to complete projects. During the main lesson teachers use a three-day rhythm consisting of content delivery, verbal recall, and illustration and/or composition of the core content. A subject block lasts for three to four weeks and there are usually nine blocks per year. Each block culminates in an individual or group project and end-of-block reflection. This approach allows students to fully immerse themselves in a subject and allows teachers to deliver deeper and more sophisticated content to meet students' growing intellectual ability and expanding worldview. The structure of the high school curriculum includes trimester courses, for example, electives and ongoing math skills courses.

***Artistic activity is integrated into academic subjects whenever possible.*** Teachers include drawing, painting, diagrams, clay modeling, poetry, and dramatic presentations as part of students' learning experience in every required or elective class. For example, in history or geography students may make hand-drawn maps; in botany they will make detailed drawings of roots, stems, and leaves; in physics they will illustrate or diagram the steps in experiments; in anatomy they draw the parts of the body; in English they will illustrate a scene from a book, replicating the literary style of the author.

***Teachers design core academic subject courses to ensure that student understand and build on basic principles and are given rich content on which to exercise critical and independent thinking.*** In all courses, students review basic principles and are exposed to carefully selected content on which to exercise and expand faculties such as critical and independent thinking: for example, basic postulates in science; classics and contemporary work in all literary genres; key figures and trends in history; controversial and topical issues in current events.

***Experiential learning and field trips.*** In most courses, students engage in real-life activities related to the subject—enabling teachers to make what educators call performance assessments. For example, in a history block, a class may do a play about an event in that period. In science blocks, students perform experiments and draw their own conclusions (rather than first reading about results in a text book). They move out of the classroom and into surrounding forests and wetlands to observe wildlife, analyze soils, and appreciate the concepts of adaptation and succession first hand. In civics, they may attend city council meetings or visit the house of corrections to hear resident narratives.

***A social curriculum marked by highly personalized relationships.*** Students are encouraged to support and encourage each other, building healthy peer relationships, and to embrace difference and diversity through group project assignments, peer assessments, and activities such as Morning Gathering and class plays. Small classes, relationships with the same class teacher over several years (in grade school) or individual advisors over four years (in high school), along with frequent interactions with the wider community, contribute to a school social culture of equity, respect for diversity, respect for individuality, and an ethic of social justice. A commitment to enable students to find a sense of social safety and that allows for authentic self-expression is increasingly critical in a time when bullying and cyberbullying are rampant.

The Gathering Waters curriculum is aligned with the Common Core State Standards, the NH College and Career Ready Standards and the NH core aligned Math, English/Language Arts, Science and Arts Standards, the NH Computer Science Standards and Work-Study Competencies, although it may differ in its implementation and timing. This alignment of the curriculum with the Common Core is outlined in Part III of Public Waldorf Schools and the Common Core Standards, published by the Alliance for Public Waldorf Education (Appendix P). The Alliance for Public Waldorf Education states, “Every Common Core Standard (K-8) is included in Part III. None has been omitted – Part III simply reorganizes the CC standards, placing them in their appropriate Waldorf Grade Level in a summary format.” Teachers will utilize this document as well as the Common Core alignment rubric available from the NH Department of Education in their curriculum planning. Please see Appendices K and L for a full presentation of the curriculum including content area standards for each course at each grade.

#### **b. Research for selecting curriculum Ed 318.09 (e)(4) Elementary School Curriculum**

Most research on the effectiveness of the Waldorf curriculum and pedagogical methods focuses on public Waldorf elementary schools. However, the core principles of Waldorf pedagogy: experiential learning, artistic immersion, age appropriate methods of delivery, and a holistic concern with social, emotional, physical as well as cognitive development of students—are common through all twelve years.

The following five studies confirm the effectiveness of Waldorf-inspired public elementary-level education:

“Twenty years and counting: A look at Waldorf in the public sector using online sources,” by A. L. Larrison, A. J. Daly, and C. L. Van Vooren. *Current Issues in Education*, 15(3).

In this study, seventh and eighth graders in public Waldorf elementary schools in California performed better than their peers in non-Waldorf schools in reading and math.

*Learning from Rudolf Steiner: The Relevance of Waldorf Education for Urban Public School Reform* by Ida Oberman. Abstract available from <https://eric.ed.gov/?id=ED498362>

The key finding of this California study was that students in public schools using Waldorf methods matched their peers in the top ten and outperformed the average of peers statewide in standardized tests. The author attributes this success to the Waldorf instructional and curricular focus on the three Rs—rigor, relevance, and relationships.

*Growing a Waldorf-Inspired Approach in a Public School District* by Diane Friedlaender, Kyle Beckham, Xinhua Zheng, and Linda Darling-Hammond. Abstract available from <https://eric.ed.gov/?id=ED574645>

This research report found significantly higher positive student achievement outcomes on standardized state assessments by Waldorf students, greater engagement and significantly lower disciplinary action and truancy. These results held across the subsets of African American, Latino and socio-economically disadvantaged students.

*Does Waldorf Offer a Viable Form of Science Education: A Research Monograph* (2003) by D. Jelinik, and L. Sun. Sacramental: College of Education, California State University. Available at <https://www.csus.edu/indiv/j/jelinekd/Publications/WaldorfScience.pdf>

This study of independent Waldorf grade-schools found that Waldorf students scored slightly higher than their contemporaries in public schools in regard to scientific reasoning and problem solving, especially problems involving part-whole relationships—this latter difference was statistically significant. Researchers found 80 percent alignment of the Waldorf science curriculum with that used in public schools. Narrative responses by members of the scientific community who evaluated the Waldorf curriculum and the instructional methods noted some of what they considered as some deficiencies in curricular content, but were favorably impressed by the Waldorf strong emphasis on experimentation, demonstration, and observation. Although the Waldorf high school science curriculum was considered, study relevance to Waldorf high schools is limited as study participants were drawn from elementary schools. Researchers concluded with the following statement:

*Time and again as our researchers visited the many Waldorf schools across America we were impressed with the eager, confident and curious Waldorf students we encountered. These students demonstrated original thinking and innovative problem solving, leaving us with the impression that they cared about what they were doing, were intrigued by challenging situations, and penetrated matters with an artist's perception.*

*The Comparative Status of the Creative Thinking Ability of Waldorf Education Students: A Survey* by E. J. Ogletree, University of Chicago, Illinois. (1996).

This is an older study showing that 1,165 Waldorf students in grades three through six (in Waldorf schools in the United Kingdom and Germany) scored higher than non-Waldorf students on the Test of Creative Thinking Ability.

### **High School Curriculum**

There are two sources for data on the effectiveness of the Waldorf high school curriculum: (1) test results from the independent (private) Waldorf high schools and (2) test results from public Waldorf high schools.

(1) The most robust evidence for the effectiveness of the Waldorf high school curriculum comes from a series of studies of graduates of independent Waldorf high schools, which provide data on college and university acceptances. In order to be accepted by colleges and universities, Waldorf high school students must take and achieve acceptable scores the SAT and ACT standardized tests. There is no data on standardized test scores for the separate years of high school because independent Waldorf high schools do not use other standardized tests during the four high school years to measure student progress toward the learning goals of each grade. Instead; they use

multidimensional assessment strategies, including teacher-made tests, as described in Section 5f below.

The most recent statistics on college acceptances are provided by *Into the World: How Waldorf School Graduates Fare After High School*. (Safit, Gerwin, et al., 2020). This study updates two earlier studies that found similar rates of college acceptances (Baldwin, Gerwin, & Mitchell, 2005; Mitchell and Gerwin, 2007). Available at [www.waldorfresearchinstitute.org/research-from-waldorf-education](http://www.waldorfresearchinstitute.org/research-from-waldorf-education). The new updated study is based on over 1,000 survey responses in 2019 from graduates of 39 different independent Waldorf high schools. Some 98 percent attended college or university; 95 percent reported feeling prepared for college and 75 percent reported feeling prepared for life; 92 percent completed their degree program and 90 percent had been accepted at one or more of their top three college choices. The list of college acceptances includes small and large colleges and universities including some considered prestigious and selective, indicating high test scores. The study also noted that Waldorf high school graduates tend to choose careers in education, the humanities and service fields (40 percent); a growing percentage is choosing careers in STEM fields (22 percent).

(2) The other source of data for the effectiveness of the Waldorf high school curriculum is from public charter schools that use the Waldorf high school curriculum. It is a very small sample size because to date there are only three public Waldorf high schools that are members of the Alliance for Public Waldorf Education. (Most Waldorf charter schools are K-8 schools). These three schools are subject to and are meeting local and state standards as confirmed by the appropriate standardized tests required by their state.

One of these schools, Credo High School in Sonoma County, with an enrollment of 410 students, grades 9-12, reports the following:

The percentage of all Credo students meeting or exceeding standards on California standardized state tests is well above both county and state averages.

2016-2017	Credo	Sonoma County	California
English/Language Arts	83%	45%	48%
Mathematics	59%	31%	37%
Science	86%	55%	54%

Results over two years of the California Assessment of Student Performance and Progress (CAASPP), given in the eleventh grade (the data is combined with grade school results) show the percentage of students meeting or exceeding California state standards:

	Credo 2017-18	2018-19	State 2017-18	2028-19
English Language Arts	89%	73%	50%	50%
Math	57%	62%	38%	34%

<https://credohigh.org/sites/default/files/uploads/Credo%20SARC%202018-19.pdf>

Credo’s class of 2018 was the school’s fourth group of graduates: 70 percent went to four-year colleges, 24 percent went to two-year colleges, and 6 percent took a gap year. Ninety-seven percent of graduates qualified for admission to the University of California. Credo High School is accredited by the Western Association of Schools and Colleges (WASC). In addition, according to Credo’s website, “In recognition of the high quality of our academic program, the University of California has guaranteed admission to the top 9 percent of each Credo graduating

class, and Sonoma State University has guaranteed admission to all Credo graduates with a GPA of 3.0 or higher. ([www.credohigh.org](http://www.credohigh.org))

Specific test results for a second school, the Desert Marigold School in Phoenix, AZ, are not available for general inquiry. However, according to the school's website, students in grades 3-12 participate in Arizona's standardized testing program and the school currently meets or exceeds state standards. The following statement from the school's website aligns with the approach to testing to be used at Gathering Waters:

*As a publicly funded school, DMS participates in the required [state] standardized testing, but see it as only one facet of assessing a student's development. The focus of those tests is limited to academics, only one aspect of a child's development.*

*Nevertheless, these tests can be a useful tool to the school, when viewed in light of our multi-faceted approach to assessment. We will never strive to "boost" results by "teaching to the test" as our curriculum prepares children sufficiently to "succeed." Currently, students in grades 3 through high school are being tested per Arizona Department of Education guidelines. In addition, DMS has chosen Galileo testing to supplement our assessments and familiarize students with testing routines....*

***State Standards:** DMS meets the core state educational standards through our developmentally sound, experiential approach, bringing educational experiences and content in an age-appropriate manner. We continually assess our program to assure that it best meets the needs of students, and that it is in harmony with both state standards and what is age-appropriate.*

The third public Waldorf high school affiliated with the Alliance for Public Waldorf Education is George Washington Carver School of Arts and Science in Sacramento. It is an ethnically diverse school with 270 students. Data from its website and its 2017-18 School Accountability Report Card indicate need for improvement in complying with some California state standards, which may reflect the fact that 20 percent of the students have learning disabilities and 47 percent are in the category of economically disadvantaged. Nonetheless, the graduation rate was 92 percent and 89 percent attended two- or four-year colleges.

Also relevant to evaluating the success of the High School curriculum is:

Hether, Christine A. *The Moral Reasoning of High School Seniors from Diverse Educational Settings*. (2001). Ph.D Dissertation, Saybrook Graduate School and Research Institute, California. Summarized in an article, Hether, Christine, "The Moral Reasoning of High School Seniors from Diverse Educational Settings," available as [https://www.waldorflibrary.org/images/stories/articles/RB13\\_1hether.pdf](https://www.waldorflibrary.org/images/stories/articles/RB13_1hether.pdf)

This research found that Waldorf high school students scored significantly higher than peers in religious-affiliated independent schools and public schools on the widely-used Defining Issues Test (DIT), a standardized tool which measures moral reasoning using moral problem sets. It was found, through qualitative methods (interviews) that this result was probably attributable to the Waldorf "whole person" approach—it was emphatically not due to teachers' proselytizing but rather is implicit in the curriculum and pedagogy.

In conclusion, data confirming the success of the Waldorf high school curriculum throughout the four years is strong but limited and will eventually be provided by new public Waldorf charter

high schools, whose students, like those in the California and Arizona schools, will take standardized tests as required by their state charter.

### **Implementation of Curriculum**

In addition to the research on Waldorf Inspired Curriculum there is ample research on the **methods** of implementation of the curriculum that are used for all grades 1-12.

***Core curriculum subjects are taught in blocks.*** Block scheduling has been shown to allow more time for individualized attention and student evaluation. (Black 1998; Marshak 1998; Skrobarcek et al. 1997) and increased student grade point averages (Zepeda and Mayers, 2006). Instructional blocks have also been shown to foster student-teacher relationships (Carroll, 1994) and improved school climate (Zepeda and Mayers, 2006).

***Artistic activity is integrated into academic subjects whenever possible.*** Considerable research has confirmed the importance of the arts for the development of cognitive abilities and emotional health as well as creativity (Davis, 2007; Efland, 2002; Eisner, 2002, 2005; Heilman, 2005; Posner & Patoine, 2009; Starko, 2010). Arts education encourages students to recognize their own and others' skills, fosters student/teacher collaboration, bridges cultural differences and draws in parents and community (Nobori, 2012).

***Teachers design core academic subject courses to ensure that student understand and build on basic principles and are given rich content on which to exercise critical and independent thinking.*** Teachers plan their courses according to the "understanding by design" method advocated by Wiggins and McTighe (2005). Rich content is essential for students to develop their own critical thinking abilities: they need to know what others have thought, what challenging questions in science, history, and the humanities have been discussed, and what solutions have been attempted (Senechal, 2010).

***Experiential learning and field trips.*** Such activities have been confirmed by educators as effective for ensuring, as well as assessing, understanding (e.g., Mehrens, 1992; Moskal, 2003; Wiggins, 1998; Wiggins & McTighe, 2005). Field trips motivate students to want to learn (Kern & Carpenter, 1984) and can result in a more positive attitude on the part of students towards science and environmental concepts (Bitgood, 1989).

***A social curriculum marked by highly personalized relationships*** Research has shown the importance of the school as a caring community for good learning outcomes (Shepard, 2000; Gallagher & Goodman, 2008). Positive peer relationships enhance a sense of belonging and improve student behavior in school (Christenson & Havsy, 2003). Students succeed when they are supported by caring teachers and when home, school, and community work together to maintain high expectations for student behavior and achievement (Zins et al., 1996).

### **c. Statement that the school will have available information about its curriculum and policies to all persons and parents and students considering enrollment. RSA 194-B:2,II; Ed 318.07 (b) (6)**

Gathering Waters will make available information about its curriculum and policies to all persons, parents and students considering enrollment. This information will be available in printed form, mailed or distributed on request, and online on the school's website. It will also be included in outreach materials. Every effort will be made to make materials accessible for ESL learners and those with a wide range of reading abilities.

**d. Measurable Academic Learning Goals and Objectives and timeline for accountability  
RSA 194-B:3, II (g)**

Please see Appendices K and L for a detailed presentation of the Gathering Waters curriculum with academic learning goals and objectives listed by grade and by course. Students in the lower school must meet the standards listed in order to proceed to the next grade level. Students in the High School must also meet the standards with a passing grade of C. The curriculum presented in Appendices K and L is the basic required curriculum. Depending on the qualifications and special interests of faculty, Gathering Waters will add elective courses when the school has reached full enrollment and finances are stabilized.

Section 5f below describes the methods by which Gathering Waters teachers will measure student progress toward meeting standards.

In addition to the measurable goals enumerated by grade-level and subject in Appendices K and L, at Gathering Waters we are guided by a set of cross-disciplinary goals for the development, throughout the 1-12 school years, of abilities and capabilities that are needed for learning in all subjects and for overall school success and by the broad goal of educating the whole human being. These are also included at the end of Appendix L.

**Timelines for accountability in achievement of subject-specific goals and objectives are as follows:**

**Elementary School**

Teachers will provide students with ongoing feedback on their work in an age-appropriate manner. In the middle of each semester parents will be provided with a written assessment of their child's work in both main lesson and special subject areas to be accessed on Big Sis. This will be followed by a more comprehensive assessment at the end of each semester. Parent-teacher conferences will also be scheduled on a twice-yearly basis. At any point during the year if a teacher has specific concerns about a student's progress they will communicate directly with parents.

**By the end of grade 7 we expect at least 80% of all students at Gathering Waters will be reading and performing math at grade level as assessed by NH SAS tests: ELA and Math.**

**By the end of grade 8 we expect at least 80% of all students will exhibit grade level scientific reasoning assessed by state science testing.**

**By the end of each school year we expect at least 80% of all students will have completed a comprehensive competency-based portfolio of their work throughout the school year of acceptable quality according to the teacher assessment.**

**High School:**

- At midway point of each three- to four-week block and midway point of each trimester course, teachers provide students whose work is not meeting expectations with an update so stating, with comments and help offered on how to improve.
- At the completion of each block course, teachers provide a report with a letter grade, comments, and narrative evaluation.

- At the end of each trimester course (required skills-based or elective), teachers issue reports that indicate the exceeding, meeting, or failure to meet goals and objectives, with letter grades, comments, and narrative evaluation.
- At the end of each academic year, teachers and student advisors issue reports with a cumulative narrative evaluation, along with letter grades in all courses.
- **By the end of each school year we expect at least 80% of all high school students to have completed all of their courses with a grade of C or higher (please see Appendix L for high school grading standards).**
- **We expect 90% of all seniors to have completed the graduation requirements as outlined below in section g.**
- **We expect 90% of all seniors to have completed a high-quality senior project to the satisfaction of their community mentor and faculty advisor.**

#### **e. Performance Standards**

Performance and learning standards for every grade level at Gathering Waters are outlined in Appendices K and L and are aligned with the Common Core Standards as set by the State of New Hampshire. While some aspects of the curriculum may differ in their implementation and timing from that of other public schools none of the standards has been omitted and it is expected that graduates from a Waldorf-inspired Public School will have achieved the Common Core Standards (1-12). Please see Attachments for the Recommendations For the Grade Level Placement Of the Common Core Standards In a Waldorf-Inspired Public School Program. This approach has been validated by The Alliance for Public Waldorf Education and the research outlined above in section 5b.

In addition to academic skills and knowledge outlined in the Common Core Standards, the curriculum at Gathering Waters includes standards for the development of character, healthy physical growth and relationships, social consciousness, environmental awareness, imagination and creativity, attributes that we consider to be essential for success in college, careers and life.

#### **f. Achievement Tests to be used to measure pupil academic and other goal achievement RSA 194-B:3,II(h)**

Measurement of student achievement will comply with RSA 194-B:8,V, which states “At least annually, and near the end of each school year, a chartered public school shall evaluate the educational progress of each pupil, as specified in RSA 194-B:3 II(h). Such evaluation shall include, but not be limited, to the New Hampshire statewide education improvement and assessment program, as provided in RSA 193-C. The cost of the state assessment program shall be borne by the state.” Student achievement will initially be measured using current mandatory State Assessment System (SAS) testing in grades three through eight, with accommodations for students with learning challenges.

**The purpose of assessment.** The purpose of assessment at Gathering Waters is to support further learning. Most educators recognize that motivation is an essential condition for learning to take place (e.g, Wiggins & McTighe, 2005; Black et al., 2004; Marzano & Kendall, 2007). Assessments that let individual students know what they still need to know, rather than ranking or scores without explanations, will help to motivate and encourage further learning. This approach to measuring student progress and achievement is known as learning-centered

assessment and is advocated by many education scholars (e.g., Stiggins, 2002; Wiggins, 1998; Wiliam, Lee, Harrison, & Black, 2004).

**Classroom assessments.** Teachers conduct classroom assessments continuously and simultaneously as they teach. Research confirms that such curriculum-embedded classroom assessments, conducted during teaching and learning, and which give personalized, individual feedback, are the fairest, most reliable, and most valid indicators of student progress (Airasian, 2005; Anderson, 2003; Mc Millan, 2006; Stiggins, 2001; Wiggins, 1998). Classroom assessments function as **formative assessments**, allowing teachers to understand what students still need to know to proceed toward meeting learning goals for the course.

**Performance assessments.** The experiential nature of the curriculum—that students are engaged in subject-related activities such as experiments, demonstrations, recitations, group projects—lends itself to a type of classroom assessment known as performance assessment. Performance assessments are advocated by many education scholars for ensuring fair and reliable measurement of student achievement (e.g., Baron & Wolf, 1996; McTighe & Ferrara, 2011; Mehrens, 1992; Wolf & Reardon, 1996).

**Competency Based Portfolios.** Students create their own record of achievement for most block and trimester courses. They compile their essays, notes taken, lab reports, quizzes and tests, drawings and diagrams, artwork, or project reports into a portfolio that contributes toward their course grade and supports students in self-assessment. Research supports the benefits of portfolios as a record and confirmation of work done (Darling-Hammond, 2008; Gardner, 1993; Wiggins, 1998).

**Multidimensional summative assessments.** Each block course and trimester skills-based class culminates in a test, an oral exam, a comprehensive essay or report, completion of a portfolio or block lesson book, and/or student project or presentation. Teachers measure each student's progress towards the course objectives and arrive at a final grade using some of all of these pieces of evidence.

**Student peer- and self-assessment.** When appropriate, in addition to teacher reviews, students share their work with their fellow students and receive constructive criticism through discussion and written evaluations. Student self-evaluation and peer assessments are effective methods for motivating further learning (Shepard, 2000; Stiggins, 2001). At Gathering Waters, these methods are part of the classroom as a learning community wherein students and teachers mutually support the advancement of all toward attaining course goals.

### **State and District Required Testing**

Gathering Waters will participate in State and District requires NH SAS tests: ELA and Math 3<sup>rd</sup>-8<sup>th</sup> grade as well as 5<sup>th</sup> and 8<sup>th</sup> grade science testing.

**First and Second grade Assessments:** The first and Second grade teachers will provide ongoing observational assessment of each child throughout the school year and will communicate student progress regularly to parents both informally and formally. These assessments will include: body coordination, fine and gross motor skill development, rhythmic abilities, proprioceptive and vestibular skills, visual, tactile and auditory development, speech

and communication development, language and cognitive development, social and emotional integration and development. Based on the findings of these assessments, the class teacher has the opportunity to incorporate targeted physical-spatial exercises into regular classroom teaching with the goal of supporting the development of all learners. When practical and possible, students new to Gathering Waters will be assessed prior to being placed in the First or Second grades.

**High School Specific Assessment:**

End-of-course assessments will be guided by rubrics as set forward in the NH Competency based standards for English, Mathematics, Social Science and Science. Teachers maintain written records of students’ achievements and issue reports to parents according to the timeline stated above in part (d), that is, mid-block and mid-trimester for students not meeting expectations and at the end of blocks and trimesters for all. Constant fine-tuning and periodic adjustments maximize student progress and assure intellectual engagement on the part of each child. All reports contain teachers’ comments in addition to letter grades. A narrative element in reports has been shown to support student motivation and performance (Brualdi, 1998; Wiggins, 1994).

Teachers record grades (see Appendix L) for college admission on a transcript that delineates courses taught as intensive blocks and as year-long skills classes. We treat all subjects equally in terms of grade point assessment. We do not rank students. Within each subject in the curriculum a variety of academic ability levels will be met. All of our students have access to advanced level classes and our teachers will tailor the material to meet the particular needs and capacities of every student to achieve the educational goals.

State and National assessment tools such as PSATs and SATs in junior and senior years will also be used in order to help students better understand their progress in comparison with a national average.

The Senior Project is a comprehensive research project that provides evidence of a student’s skills and understanding in a particular subject or subjects. Senior projects are designed with the guidance of a faculty advisor. They may culminate in an oral presentation to the school community and include an artistic component involving a medium of the student’s choice.

**g. Graduation requirements sufficient to ensure the school has provided an adequate education for its pupils RSA 194-B:3,II(i)**

In order to graduate high school students must earn at least 28 credits in accordance with the SAU 29 graduation requirements in addition to community service hours. The academic credits are embedded in the main lesson blocks as well as trimester skills courses. Additional credits may be earned through independent study, online offerings and other extended learning opportunities. Students earn credit by demonstrating competency as outlined in the description of assessments (f) above.

Humanities-English	Four years of courses in literature, including full-length classical and contemporary works. Writing work includes rhetorical, grammatical, syntactical patterns, forms and structures. The writing relates to the literature and course content. 1 credit each year through block courses.
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Humanities-History/Social Studies	Four years including US and world history, geography, political science and economics. 1 credit each year through block courses
Mathematics	Four years including algebra, geometry, intermediate algebra, pre-calculus, calculus and computer science. 1 credit each year through block courses and skills classes.
Science	Four years including earth science, biology, chemistry and physics. 1 credit each year through block courses and skills classes.
World Language	Four years required including 3 years in the same language. 1 credit each year through skills classes.
Visual and Performing Arts	Four years including fine arts, practical arts, music and performing arts. 1 credit each year through skills classes.
Movement and Physical Education	Four years including sports, dance, yoga, and health education. 1 credit each year through skills classes.

These requirements exceed New Hampshire's state graduation requirements per Ed 306.27 (m).

#### **h. Student Performance Data Management System**

All records of student performance will be managed through Big SIS data management system which has been developed with a specific focus for use in Waldorf schools. With BigSIS, teachers use the teacher portal for grades, reports and curricular assignments. Parents and students can access assignments, documents and reports through the parent portal. Reports are stored in the student's record and may be printed out.

#### **i. Daily/Weekly Schedule Sample (subject to change)**

##### **Elementary School**

<b>Times</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
7:45-8	Faculty Gathering	Faculty Gathering	Faculty Gathering	Faculty Gathering	Faculty Gathering
8 -10	Main Lesson	Main Lesson	Main Lesson	Main Lesson	Main Lesson
10-10:30	Snack/Recess	Snack/Recess	Snack/Recess	Snack/Recess	Snack/Recess
10:30-11:15	Extra Main/Math	Handwork	Extra Main/Math	Handwork	Extra Main/Math
11:15-12	Language	Art	Language	Art	Language
12-1	Lunch/Recess/ Jobs	Lunch/Recess/ Jobs	Lunch/Recess/ Jobs	Lunch/Recess/ Jobs	Lunch/Recess/ Jobs
1-1:45	Extra Main/LA	Woodworking/ Movement	Extra Main/LA	Woodworking/ Movement	Extra Main/LA
1:45-2:30	Music	Environ Ed	Music	Environ Ed	Environ Ed

##### **High School**

<b>Times</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
8:30-8:45	Faculty Gathering	Faculty Gathering	Faculty Gathering	Faculty Gathering	Faculty Gathering
8:45-9:10	Morning Meeting/ Sing	Morning Meeting/ Sing	Morning Meeting/ Sing	Morning Meeting/ Sing	Morning Meeting/Sing

9:15-10:45	MAIN LESSON				
10:45-10:55	Break	Break	Break	Break	Break
11-11:45	Math	Math	Math	Math	Math
11:50-12:25	Art	Music	Art	Music	Study Hall-tutoring
12:25-1:25	LUNCH	LUNCH	LUNCH	LUNCH	12:25-1:10 LUNCH
1:30-2:15	Language	Humanities Skills	Language	Humanities Skills	1:10-2:10 Class Meetings
2:20-3:05	PE	Study Hall-tutoring	Service Work	PE	2:15-3:05 ASSEMBLY
3:05-3:15	Jobs	Jobs	Service Work	Jobs	Jobs
3:15-3:30	Faculty Office Hours				
3:30-4:30	Clubs Activities Open Studio Study Hall				

Supplemental programming needs will be evaluated and implemented based on the individual needs of each student. For students who require academic support, individual and group tutoring is provided. In the elementary and middle schools such support will be coordinated initially through that student’s teacher in collaboration with the guidance counselor and the student’s family. In the high school each student has an advisor who will work alongside the student’s teachers, the guidance counselor and in partnership with the student and his/her family to ensure that any needed services, are available to ensure student success. Credit recovery can be arranged on a case-by-case basis with the teacher in consultation with the Faculty Council and Lead Administrator. Students may also access supplemental programs through their resident districts.

Title I, Part A of the Elementary and Secondary Education Act (ESEA) provides financial assistance to schools with high numbers or high percentages of students from low income families. The purpose of the funding is to help ensure that all children meet high academic standards. (Please note that students do NOT have to be from low-income families to receive support through Title I funded programming.) Services provided are supplemental to instruction that already occur within the school setting. This purpose is accomplished in two ways: (1) by providing children supplemental support through enriched and accelerated education programs; and (2) by providing instructional personnel with substantial opportunities for professional development. Parent involvement is critical to the success of students and is highly encouraged through Title I.

For students who meet or exceed the school’s content area standards, particularly in the High School, individualized enrichment programming will be developed incorporating independent study, college classes at Keene State College, community internships and online learning opportunities.

## **Section 6: School Operations Plans**

### **a. Admissions Procedures RSA 194-B:3,II(o)**

Gathering Waters Chartered Public School is an open enrollment, public school. Our admission procedures shall not discriminate or violate individual rights as prohibited by law. We expect the following of all students who are admitted: 1) The applicant student and their parent or

guardian agrees to the mission of the school, its policies, program, and expectations and signs the Admissions Agreement. 2) The enrolled student attends orientation within 6 months of enrollment during which he/she is expected to read the Student-Parent Handbook.

Students are recruited and admitted as follows:

- 1) **Beginning in January the first year and November in following years** the Enrollment and Outreach Committee of the Board (with the Development and Enrollment Director in subsequent years) actively engages in recruitment activities in Keene, and surrounding counties, including speaking and distributing information at area middle schools, community centers, the YMCA and library as well as holding on-site information sessions and open houses for prospective students and their families. Efforts will be made to reach as many students in the area as possible including migrant and refugee populations, English language learners and those who are educationally disadvantaged, homeless, or homeschooled. Gathering Waters provides application packets with information on its educational philosophy, curriculum and student expectations. When necessary translation services are available.
- 2) Students must complete the application and submit it by **February 1**. Applications may be completed in paper form or online and will include a conventional application form, a statement of interest to include essays, videos, personal interviews, drawings or other means of expression, and a statement of support from the student's parent, guardian, and/or adult advocate. While a requirement for admission, these statements are not used as a basis for selection and do not constitute a barrier to admission for the student.
- 3) Applications are reviewed by an admissions panel appointed by the Enrollment and Outreach Committee, composed of the Lead Administrator, at least one faculty member, a parent and a member of the wider community. In the first year this work will be done by the Enrollment and outreach Committee.
- 4) If at the application deadline, the number of spaces available is less than the number of qualified applications received, a lottery will be conducted by **February 15<sup>th</sup>** with all qualified applicants beginning at the highest grade offered by the school and continuing sequentially to lower grades. The hierarchy for admission priority will be assigned as follows:
  1. Children of Gathering Waters Founding Board Members, faculty and staff (in that order) shall receive 1<sup>st</sup> priority. We expect to reserve not more than 15 slots each year for such children.
  2. Siblings of existing students shall receive second priority for admission. If a student is selected in the lottery for admission, any younger siblings who are also qualified applicants are automatically granted admission if space in their grade level is available. If there are more qualified applicants who are siblings of existing students than there are available spaces, the siblings shall be subject to a lottery to determine award of available spaces. Siblings not awarded admission shall be placed at the head of the waiting list according to their lottery position.
  3. Students residing in New Hampshire shall receive absolute priority over out-of-state students.
  4. The remaining spaces shall be filled by blind lottery.
  5. Students not receiving admission through steps 1-4 shall be placed on a waiting list by blind lottery and be offered admission in that order as space becomes available.

6. If the number of students meeting any of the criteria 1-5 above exceeds the number of spots available the students meeting that hierarchical criteria will be subject to a random lottery to fill available spots.
7. Following the application deadline qualified applications will be accepted on a rolling admissions basis until all spots are filled.
8. If after the application deadline the number of qualified applications is greater than the number of spaces available qualified applications shall be placed on a waiting list and given the following priority:
  - a. Children of Gathering Waters Founding Members, faculty and staff shall receive 1st priority on the waitlist.
  - b. If space opens and a student is admitted from the waiting list any younger siblings of that newly admitted student who are also qualified applicants on the waiting list are automatically moved to the head of their respective waiting list.
  - c. Students residing in New Hampshire shall receive absolute priority over out-of-state tuition students.
  - d. Qualified applications received earlier shall have higher priority than those received later.
  - e. If the number of students meeting any of the above criteria exceeds the number of spots available, the students meeting that hierarchical criteria will be subject to a random lottery to place them on the waiting list.
2. Once admitted to Gathering Waters, enrolled students in good standing are not subject to the enrollment lottery and are automatically offered space in the school. Families of enrolled students will be asked to sign and submit a letter of intent to reenroll by an established date prior to the enrollment lottery. Students who have unenrolled from the school and wish to re-enroll must reapply subject to the above procedure.
- 5) Prior to school opening the student and parents review the responsibilities, rules, and commitments needed to attend and sign the Admissions Agreement, which is also signed by the Lead Administrator.
- 6) Once accepted, if a student is enrolled in a school district special education program, the student's sending school's Evaluation and Placement Team will be contacted to discuss special education support services. The student's parent or legal guardian will provide additional application components as needed: a completed educational history, transcripts from previous schools attended, and releases of information needed for obtaining records from prior schools.
- 7) Once accepted, the student attends an orientation and may need to provide a completed educational history, transcripts from previous schools attended, and releases of information needed for obtaining records from prior schools so the school can obtain additional information, e.g. skill screenings to determine levels of literacy (reading, writing, and math). Parents and Guardians are required to provide required medical information that must be on file before students are able to attend.
- 8) New students must successfully complete the orientation experience before their formal admissions period is completed. Students who have been accepted for orientation may attend the school while completing their admissions period.

9) Given that diversity is crucial to the school culture the admissions panel ensures that recruitment and enrollment practices promote inclusion by eliminating all barriers to enrollment for educationally disadvantaged students including foster youth, unaccompanied homeless youth and ELL. The panel also tracks applications from year to year and reaches out to underrepresented groups in future recruitment efforts. The panel ensures that methods for admission are not designed, intended or used to discriminate or violate individual civil rights in any manner prohibited by law according to Ed 318.07 (b) (1)a.

10) Further amendments to this timeline will be made as a policy by the Board of Trustees prior to the beginning of the enrollment period.

All registration procedures will be reviewed and policies developed by the Board of Trustees prior to the application deadline of February 1.

**b. School Calendar, number and duration of days pupils are to be served RSA-194B:3,II (s)**

The school day runs from 8-2:30 for elementary school and 8:30 a.m. until 3:15 a.m. for high school following the newly proposed school day hours for in SAU 29. High School students are invited to stay until 4:30 for clubs and open studio time. We follow the SAU 29 yearly schedule of vacations and holidays for a total of 37 weeks of instructional time. Please see Appendix J for 2020-2021 school calendar. The calendar for 2021-2022 will be aligned with that of SAU29 as well.

**c. Staffing Overview, qualifications for professionals and paraprofessionals RSA194-B:II (j)**

Staffing at Gathering Waters includes a highly qualified Lead Administrator working with a Business Administrator, Development and Enrollment Coordinator, and office assistant who will work closely with the Board of Trustees, Faculty, Guidance Counselor, Students, and Parents to fulfill the mission of the school. Paraprofessionals will be hired as needed. Grant writing services may also be contracted as needed.

**Qualifications for the Lead Administrator include:**

- A dedicated dynamic leader who is passionate about the school's mission and knowledgeable about Waldorf philosophy and practices.
- Classroom teaching experience.
- An advanced degree in education/school administration
- Prior administrative experience.
- Diversity of work, travel, community service and other life experience.
- A record of success in community building.
- Experience in raising and managing funds.
- Highly effective communication, coaching, organizational and interpersonal skills.

**Qualifications for Business Administrator include:**

- Exceptional organizational and multitasking skills.
- Highly effective communication and interpersonal skills.
- Proficiency in MS Office and other computer skills such as managing websites, handling social media presence, working with budgetary and educational management software such as BigSIS and experience with payroll and benefits.

- Commitment to the school’s mission and familiarity with Waldorf philosophy and practices.

**Qualifications for Office Assistant Include:**

- Exceptional organizational and multitasking skills.
- Highly effective communication and interpersonal skills.
- Proficiency in MS Office and other computer skills such as managing websites, handling social media presence, working with educational management software such as BigSIS
- Commitment to the school’s mission and familiarity with Waldorf philosophy and practices

**Qualifications for Faculty include:**

- Dedicated and enthusiastic educators who are passionate about the school’s mission.
- Extensive classroom experience and a degree in their subject specialty (for High School)
- Highly collaborative and team-oriented style.
- Experience implementing technology and multimedia in the classroom.
- Diversity of work, travel, community service and other life experience.
- Highly effective communication, coaching, organizational and interpersonal skills
- Advanced degree in education and/or NH teaching certification and Waldorf teacher certification or willingness to pursue this as professional development. At least 50% of the faculty shall have NH state certification or 3 years teaching experience per NH State Standards.

**Qualifications for the Enrollment and Development Coordinator include:**

- Dynamic individual who is passionate about the school’s mission and knowledgeable about Waldorf philosophy and practices.
- Relevant experience in Development, Marketing, grant writing and enrollment
- Exceptional organizational and multitasking skills.
- Highly effective communication and interpersonal skills.
- Proficiency in MS Office and other computer skills such as managing websites, handling social media presence, working with educational management software such as BigSIS

**Qualifications for the Grant Writer include:**

- Dynamic individual who is passionate about the school’s mission and knowledgeable about Waldorf philosophy and practices.
- Exceptional organizational and multitasking skills.
- Highly effective communication and interpersonal skills.
- Relevant Grant writing experience

**Qualifications for the Guidance Counselor/LEA Liaison include:**

- Dynamic individual who is passionate about the school’s mission and knowledgeable about Waldorf philosophy and practices.
- An educational degree with a focus on school counseling, special education, or other relevant field.

- Already established or ability to strong working relationships with the local educational community.

**Qualifications for Paraprofessionals include:**

- Dedicated and enthusiastic educators who are passionate about the school’s mission.
- Highly collaborative and team-oriented style
- Highly effective communication and interpersonal skills
- Bachelor’s degree in education or related field

**d. Employee Job Descriptions/Responsibilities, Ed318.09(e)(6)**

**Lead Administrator**

The Lead Administrator will be expected to:

- Ensure the school’s educational program meets county, state and federal goals for academic performance.
- Collaborate with the Lower and Upper School Faculty Chairs to train, supervise, support and review faculty members, develop, monitor, and review the curriculum as well as the daily schedule and future planning.
- Compile and maintain accurate student records.
- Assist and coordinate with faculty ongoing student assessment and evaluation tools.
- Oversee student admissions, attendance, and student records.
- Oversee special education program along with Special Ed Liaison
- Prepare the School Academic Report Card annually.
- Establish procedures to carry out the policies adopted by the Board.
- Evaluate and implement school safety plans.
- Be the direct liaison between the school and the community.
- Prepare and submit annual budget to the Board with input from faculty and other stakeholders.
- Maintain appropriate fiscal and program records necessary for annual audits.
- Propose to the Executive Council policies for discussion/possible adoption by the Board.
- Support Board functions such as preparing agendas, board packets, and record keeping.
- Participate with the Faculty in ongoing curriculum training in alignment with the mission and educational program, so as to provide effective, informed oversight.
- Act as a mediator and advisor in matters of students scheduling, discipline, curriculum development, instructional practices and professional development.
- Act as the direct supervisor for the Business Administrator, Faculty Chairs, Faculty, Office Assistant and Development Coordinator.

**Business Administrator**

The Business Administrator will work with the Lead Administrator on all administrative matters as necessary, including but not limited to budget, development, scheduling and preparation of required reports to the state. They will process payroll, manage benefits and oversee facilities.

**Administrative Assistant**

The Administrative Assistant works to support the Lead Administrator and Business Administrator. They will assist with planning, implementing and coordinating events and

participate in outreach efforts as needed including visits to area schools and hosting administrators and teachers. The Administrative Assistant will have direct and significant interaction with students, parents, faculty and staff and visitors, often being the first point of contact with the school.

### **Development and Enrollment Coordinator**

The development and enrollment coordinator will work in collaboration with the Lead Administrator, Business Administrator and the Board Enrollment and Development Committee to create and prepare enrollment materials, oversee implementation of the lottery and investigate and pursue opportunities for funding including overseeing annual giving.

### **Grant Writer**

The Grant Writer will work with the Development and Enrollment Coordinator to identify and pursue possible grant funding.

### **Faculty**

The faculty, provides the day-to-day educational experience for the students. In accordance with state law (RSA194-B: 14, IV), Gathering Waters will ensure that at least half the faculty have either NH state teacher certification or three years of teaching experience. We aim to bring together a group of teachers who are committed to meeting both NH state standards and the principles of Waldorf Education as defined by the Alliance for Public Waldorf Education.

All full and part-time teachers are expected to:

- Conduct the classes for which they were hired.
- Serve as advocates for students and connect them to support services, activities, and opportunities.
- Be cognizant of behavioral or academic changes in students that may warrant further attention or intervention.
- Nurture a school culture of compassion and respect where deep interest in others goes hand in hand with individual growth.
- Develop and implement the curriculum to include annual academic schedule.
- Coordinate ongoing student assessment and choice of appropriate evaluation tools.
- Participate in ongoing training and professional development.
- Develop special activities of the school in consultation with parents and students.
- Participate fully in each sphere of governance through the appointment of liaisons.
- Participate in teacher reviews in accord with the procedures set by the Faculty Chairs and Lead Administrator.
- Make recommendations to the Human Resources Committee of the Board regarding hiring of faculty.

### **Faculty Chairs**

The Lower (1-5) and Upper (6-12) Faculty Chairs are chosen by the Faculty based on their experience with and understanding of the educational philosophy of the school and educational needs of the students to serve in a leadership position reporting directly to the Lead Administrator. The Faculty Chairs work collaboratively with the Lead Administrator to support Faculty in the successful implementation of curriculum in support of the School mission, vision,

and educational goals and serve on the Executive Committee along with the Lead Administrator and Board Chair.

**Guidance Counselor / LEA Liaison**

The Guidance Counselor / LEA Liaison works under the direction of the Head of School and in collaboration with Faculty to support the special education and counseling needs of students at the School, including being the point of contact for the LEA and coordinating support services between the LEA, the School, and families of students.

**e. Average student/teacher ratio for the first 5 years Ed 318.05(c)(7)**

The following chart does not include academic support teachers or visiting teachers. Note that specials’ teachers overlap into high school teaching. They have been counted in the elementary school count unless they are designated high school instructors (i.e language in year. Please see the budget for complete teacher breakdown.

Grade	Year 1	Year 2	Year 3	Year 4	Year 5
1-8	T 13 St 120 Ratio 1:9	T 14 St 160 Ratio 1:11	T 14 St 200 Ratio 1 :14	T 14 St 200 Ratio 1:14	T 14 St 200 Ratio 1:14
H.S	T 2 St 15 Ratio 1:7.5	T 4 St 40 Ratio 1:10	T 7.5 St 75 Ratio 1:10	T 7.5 St 100 1:13	T 7.5 St 100 1:13

**f. School employee and volunteer background investigations RSA 189:13-a. Ed 318.07 (3)**

Gathering Waters Chartered Public High School shall conduct school employee and volunteer background investigations in accordance with RSA 189:13-a. ED 318.07(3). Such background checks will be completed before any staff member starts employment.

**g. Personnel compensation plan, leaves, and other benefits. RSA 194-B:3,II (k): Ed 318.09 (e)(6)**

The founding group, Friends of Gathering Waters, is deeply committed to supporting teachers with competitive salaries and benefits understanding the need for disciplined spending. Please see the budget for details. School administration and full-time teachers shall be paid an annual salary on a biweekly basis. Part-time staff will be paid at an hourly rate for time worked.

We expect to offer a 3 percent annual salary increase for full-time employees. While the details of a compensation package will depend on funding, we expect to offer basic health insurance coverage, retirement benefits as well as professional development support.

Teachers will be hired to work from July 1 to June 30. In addition to instructional days required by law, teachers will be expected to work 12 additional staff-development days each year (5 days before the beginning of school, 2 separate staff development days during the school year, and 5 days after the last day of school). In addition to scheduled school vacations, salaried employees will receive an additional 3 paid personal leave days and 5 sick days per year. Teachers without appropriate certifications or with fewer than 3 years teaching experience are further expected to attend professional development programs chosen in consultation between the individual teacher

and the Faculty Council. Gathering Waters may offer unpaid leave for employees pursuing educational studies. Please see section j for more information about professional development.

Full time faculty and staff and part-time salaried employees leading programs are also provided with up to 12 weeks of unpaid, job-protected leave per year through the Family and Medical Leave Act (FMLA) for any of the following reasons: • the birth and care of the newborn child of an employee; • placement with the employee of a child for adoption or foster care; • to care for an immediate family member (spouse, child, or parent) with a serious health condition; or • to take medical leave when the employee is unable to work because of a serious health condition. Employees are eligible for leave if they have worked for Gathering Waters for at least 12 months, at least 1,250 hours over the past 12 months. Whether an employee has worked the minimum 1,250 hours of service is determined according to FMLA principles for determining compensable hours or work.

Gathering Waters will offer up to two weeks of paid parental leave. Employees are also entitled to 3 days of paid leave on the death of an immediate family member defined as spouse, parent, child, brother or sister, grandparent or grandchild, spouse's parent, child, brother or sister, grandparent and grandchild. Any additional time off will be without pay or using PTO days. Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

#### **h. Administration Performance Evaluation**

Gathering Waters will conduct an annual evaluation of administrative positions. The purpose of the evaluation is to improve administrative functioning to ensure that the school is fulfilling its mission and complying with all provisions of the charter. Prior to the opening of school the HR committee will create an evaluation rubric for each position detailing responsibilities and performance objectives. The evaluation rubrics will be completed by the employee being evaluated (self-evaluation) as well as the employee's manager (see organizational chart on page 12) and any other relevant personnel. In the case of the Lead Administrator evaluation rubrics will be completed by members of the Board, Faculty Chairs, Parent Council and at least one other administrative personnel. Emphasis will be on identifying strengths, areas of improvement and annual goals. An in-person evaluation shall then be conducted to discuss performance and establish key performance indicators which can be reviewed monthly. A written evaluation will be completed and placed in the employee's personnel file. If an employee is found to be underachieving in his or her performance, recommendations for improvement will be made and a 1-month follow-up evaluation scheduled. The power to dismiss any administrator based on the school's needs or expectations not being met will be held by the Board.

#### **i. Teacher Performance Evaluation**

In anticipation of becoming a member of the Alliance for Public Waldorf Education, Gathering Waters will align its criteria for teacher evaluation with the Alliance's standards for Waldorf teachers, which cover curriculum planning, student assessment, lesson delivery, classroom management, and faculty collaboration.

Gathering Waters uses a system of peer review for evaluating teacher performance and ensuring high quality teaching. This system has been well-tested by other Public Waldorf Schools. The Faculty Chairs, in collaboration with the Lead Administrator will determine the details of the peer-review system, that is: at what frequency, by whom, and on what basis teachers will be evaluated. At the minimum the system will include a required evaluation each year during a two-year probationary period for new teachers; continued evaluation every other year for other teachers and mandatory annual classroom visits by colleagues for all teachers. An evaluation rubric will be established for use in teacher reviews. This will cover the three aspects of teaching, Planning, Presentation and Professionalism. The following is an example of the questions to be addressed:

**Planning:**

1. Lesson: are the plans clear, concise and related to the subject?
2. Foresight: is the year planned out?
3. Are reports and evaluations submitted on time?
4. Classroom organization: is the room tidy, aesthetically pleasing and stocked with appropriate materials?
5. Is homework returned in a timely manner?
6. Are the main lesson books corrected on time and are they a good reflection of the subject and the developmental level of the students?

**Presentation:**

1. Does the teacher have a good grasp of the content?
2. Is the teacher well-organized and prepared?
3. Is the lesson at a level the student can understand and participate in?
4. Is the lesson balanced and presented as a unified whole in a 3-fold manner?
5. Is the lesson presented in an imaginative, lively, and thought-provoking way?
6. Does the teacher use oral and written language correctly and with good diction?
7. Is there adequate class participation and discussion?
8. Are there a good working relationship between teachers and students?
9. Is there a good working relationship between teachers and students?
10. Is the lesson paced in such a way that it allows for breathing in the lesson?
11. Homework: Does it fit with the school's expectation and support the students; participation in the curriculum?

**Professional**

Does the teacher:

1. Manage student conflicts well?
2. Participate in school functions?
3. Take initiative and follow through on it?
4. Have an openness and willingness to work with and consider suggestions, guidance, and feedback from mentors, colleagues, and the review process?
5. Begin and end classes on time?
6. Cooperate, work with and support colleagues?

The system is subject to Board approval and must involve outside peer reviewers in addition to peers within the school, the Faculty Chairs and the Lead Administrator. As new teachers are hired to serve an expanding student body, mentoring of new teachers by senior teachers will be provided.

Peer-review systems working with clear evaluation criteria have been shown to be the most effective in improving teacher performance and supporting high quality teaching, with consequent improved student learning outcomes, (Darling-Hammond, 2013). In these systems, the purpose of teacher evaluation is understood to be supporting the teacher to become a better teacher, rather than rewards or penalties. Peer review is done in an atmosphere of collegial support, trust, and inspiration. A peer review is conducted by a team of two or three teachers in conjunction with the Lead Administrator who may look at the following pieces of evidence: the teacher's written self-evaluation; an interview with the teacher; a series of classroom visits; review of students' work and assessments.

#### **j. Professional Development**

In accord with the responsibilities of teachers listed in Section 6d, all teachers are required to pursue professional development, at a frequency determined by the Faculty Chairs and Lead Administrator to be outlined in a professional development master plan in consultation with the Department of Education. Teachers may meet this requirement through attending workshops, conferences, or courses related to their subject specialty, Waldorf principles and pedagogy, high-school-level curricular innovations, or social/cultural issues affecting adolescents. Teachers are encouraged, and in some cases may be required, to pursue Waldorf teacher certification at one of the Waldorf teacher education centers accredited by the Association of Waldorf Schools of North America.

Gathering Waters provides paid time off for professional development. All full-time salaried employees, including administrative staff, receive two professional days per year. Teachers are not normally allotted professional days during the school year but may request an exception to be approved by the Faculty Chairs and Lead Administrator. Part-time salaried employees receive a prorated number of days based on their employment percentage. In addition to time off, Gathering Waters provides a professional development benefit stipend to full-time salaried and part-time salaried employees based on an amount determined by the budget each year. The benefit stipend for part-time salaried employees is prorated based on employment percentage. Employees may contact the Lead Administrator for information about professional development opportunities and benefits. All employees are given a copy of the Gathering Waters Employee Handbook, which describes the required process for requesting professional days and benefit stipends. See Appendix F.

#### **k. Philosophy of Student Governance and Discipline RSA 194-B:3,II (p)**

Gathering Waters Chartered Public School is committed to helping students build a healthy life and to guiding them as they grow and develop toward a gradually expanding consciousness of the personal, moral, and social implications of their choices and actions. We believe in respectful and transparent communication within the school community as well as with the individual. Our pedagogical model is based on Rudolf Steiner's indications for the developing human being. As such, the school culture will be one where our understanding of the role of discipline is one of

*teaching* the student rather than enforcing, shaming, or using punitive systems where the student does not engage in the deeper meaning of their behavior and its effects on themselves and others. By deliberately framing our behavioral expectations in terms of shared moral principles, we encourage adults and students to engage in thoughtful discussion, reflection, and positive action when transgressions occur. Our structures for discipline and guidance aim to support the individual by unfolding their natural gifts and abilities in a safe and supportive environment. Above all, the safety and well-being of the entire community is held in balance with the safety and well-being of individual students. Please see Appendices G and H, the Elementary and High School Student-Parent Handbooks, for details on community expectations.

**l. Age appropriate due process procedures to be used for disciplinary matters RSA 194-B:3,II (p)**

**Disciplinary procedures:** Minor infractions will be dealt with as necessary by teachers or the Lead Administrator. Repeat infractions, or actions of a more serious nature, will result in a conference to determine consequences. This conference will include the student, a parent or guardian, the Lead Administrator, a teacher and outside mediator if requested. Ongoing difficulties between students will result in individual meetings as well as peer mediation in accordance with the developmental capabilities of the students. A student who is frequently and repeatedly unable to meet school conduct expectations may be asked to leave the school.

**Suspension and expulsion guidelines:** Certain behaviors, such as bullying, harassment, and other violent behavior toward students or faculty; possession of illegal substances; and other criminally disruptive activity will be considered major offenses. On matriculation, students will be given the Gathering Waters Student-Parent Handbook that fully explains what actions may lead to suspension or expulsion. Students will sign the code of conduct, which will be kept on file for future reference. A pupil may be suspended or expelled from a chartered public school based on criteria determined by the Board of Trustees consistent with the advice of the principal and teachers and in conformance with RSA 193:13. Please see the Student-Parent Handbooks for more details on the disciplinary process. In all disciplinary matters Federal and State mandated due process provisions will be followed.

**m. Student transportation plan RSA 194-B:3,II (I)**

Gathering Waters Chartered Public School will be located in Keene, NH--part of SAU 29. Students attending the school have access to transportation only if they reside in the district where the charter school is located. The school will comply with charter law provisions that govern student transportation under Section 194-B:2, which states:

*Attendance at a charter school for the purposes of transportation shall not constitute assignment under the provisions of RSA 189:6 and RSA 189:8. Pupils who reside in the school district in which the open enrollment or charter school is located shall be provided transportation to that school by the district on the same terms and conditions as provided for in RSA 189:6 and RSA 189:8 and that transportation is provided to pupils attending other public schools within that district. However, any added costs for such transportation services shall be borne by the charter school. For the purposes of open enrollment, neither the sending nor the receiving school district shall be obligated to provide transportation services for pupils attending an open enrollment school outside the pupil's residential district. No transportation will be provided by a sending school district or receiving charter school for students whose residence is other than where the school program is located.* Gathering Waters will offer to help students outside SAU 29 coordinate transportation, through networking with surrounding school districts, including area

charter schools, forming carpool or ride-share groups, encouraging biking and walking, and other avenues.

**n. Student, Staff Handbooks**

Please see Appendices F, G and H for the Employee and Elementary and High School Student/Parent Handbooks respectively.

**o. Student Information System**

Gathering Waters will use BIG SIS as our student information system. This system will also serve as the primary mode for conveying information such as the Employee and Student-Parent Handbooks and academic information and will also handle registration and enrollment documents including health forms.

**Section 7: Meeting Student Needs**

**a. Special Education RSA 194-B:3,II (n)**

In accordance with RSA 194-B:8, I, Gathering Waters shall not discriminate against any child with a disability as defined in RSA 186-C. Gathering Waters will collaborate with LEAs from each sending district and the parents and/or legal guardians of special needs students to identify and implement practices to meet their needs. Gathering Waters Chartered Public School complies with all federal and state special education laws and rules applicable to a New Hampshire charter school setting. Under New Hampshire’s charter school statute, RSA 194-B: 11, III (a) “the funding and educational decision-making process for children with disabilities attending a chartered public school shall be the responsibility of the resident district and shall retain all current options available to the parent and to the school district.” Gathering Waters recognizes the critical role of the LEA in successful implementation and administration of IEPs. The Special Education Liaison at Gathering Waters is a Faculty member or guidance counselor who will collaborate with LEAs from sending school districts on matters pertaining to individual students’ needs. Specifically, the liaison will:

- Notify and collaborate with the LEA when an individual student may require referral for services or accommodations.
- Communicate with the sending district, parents and/or legal guardians, service agencies, faculty and other members of a students’ potential IEP team to ensure consistent implementation of IEP services.
- Review IEPs from the LEA with all teachers and staff involved in its implementation and support those teachers and staff to ensure full compliance with IEPs and student success.
- Maintain contact lists for all service providers related to IEPs.
- Provide concerns and/or recommendations to the LEA liaison about IEP implementation.
- Attend meetings with the LEA, parents, faculty and staff to review the IEP and/or educational status of students.

Already we have reached out to Karin Knudsen the SAU 29 Special Services Coordinator for Private and Charter Schools in Keene and are in discussion about how we can best support her work to ensure a high-quality educational experience for all of our students.

**b. Other Educationally Disabled and Economically Disadvantaged/at risk Ed  
318.07(1)(c)**

The special education liaison at Gathering Waters also works to ensure that the school provides needed support for other educationally at-risk learners. The school works with local social service agencies such as Monadnock Family Services, Monadnock Developmental Services, Southwestern Community Services, Partners in Health, as well as Federal Title Programs to ensure that all aspects of a student's life that might affect his/her ability to learn and succeed are addressed. Below is a list of support programs that Gathering Waters will access to ensure educational success for some of the most vulnerable student populations:

- **Educationally Disadvantaged**-Title 1 funds will be used to hire highly qualified teachers, tutors and to purchase evidence based supplemental educational resources to support students identified through testing, and other curriculum-based measures.
- **English Language Learners (ELL)**-Title 3 funding will be used to ensure that ELLs attain English language proficiency and are able to meet state academic standards
- **Neglected or Delinquent**-Title 1 funds will be used to support supplemental instruction geared specifically towards the needs of students who are neglected or delinquent
- **Homeless Students**-Gathering Waters will make use of resources provided by The Homeless Program at the State of New Hampshire to support those students who are experiencing homelessness or other such transitions.
- **Migrant and Refugee Populations**-NH Migrant Education program provides services such as one-on-one tutoring, summer classes, mentoring, referrals to local service providers and assistance with school supplies.

**c. Additional Academic Support and Credit Recovery**

The individualized attention possible in a small school such as Gathering Waters, in addition to the philosophies and techniques of Waldorf education, lend themselves well to providing individual support for improving student achievement and closing achievement gaps. Ongoing evaluation of student achievement data forms the basis of this strategy. As mentioned above Federal title programs will be identified for which the school meets eligibility requirements in order to support our students. Where Federal title monies are not available, we will work to provide supplemental services such as after school tutoring, support staff in the classroom and additional learning resources. When necessary students will be able to make use of testing and other support services through that pupil's LEA. Recognizing that student achievement is influenced by a multitude of factors Gathering Waters will follow the National Education Association Guidelines focusing on:

- Enhanced cultural competence
- Comprehensive support for students including outreach to Student's Families
- Extended Learning Opportunities
- Classrooms that support learning
- Strong district support and collaboration
- Access to highly qualified staff
- Adequate resources and funding

Where credit recovery is required students will work to create an individualized plan with the teacher in question, faculty chair and the lead administrator.

**d. Federal Title Programs**

Gathering Waters will endeavor to secure funding through Federal title programs at every opportunity to support the education of our students and maximize leverage of State funding toward improvement of student education. Eligibility for specific title programs will be identified based on staff and student demographics/needs.

**Section 8: Financial Management**

**a. Method of Administering Fiscal Accounts and Reporting RSA 194-B:3,II(q)**

Gathering Waters follows all accounting guidelines for NH public schools. The school’s Board of Trustees will enact internal accounting controls, and will elect a Treasurer with financial oversight responsibilities to ensure that the school’s finances are managed with discipline, integrity, and transparency. To facilitate fiscal oversight by the Board of Trustees, key aspects of the school’s financial health will be reviewed using a “dashboard” or similar summary tool at each Board of Trustees meeting.

At least three officers of the Gathering Waters Board of Trustees will be given check writing authority. The Lead Administrator and the Board Treasurer are given a discretionary spending limit, set by the Board, and reviewed annually, for incidental purchasing. In addition, the Lead Administrator and Treasurer have the authority to endorse regular payroll expenses. For all other spending, two signatures are required on checks. Each individual with check-writing authority will be covered by a fidelity bond in accordance with the guidelines of the New Hampshire Department of Revenue Administration. The Board of Trustees will vote on a spending limit for purchases made without a quorum vote from the Board.

Gathering Waters complies with all requirements specified in the law pertaining to reporting requirements (RSA 194-B: 10-V): an annual report, annual financial audit and report, program audit, and participation during the annual school budget process. The annual financial audit is conducted by an independent auditor (CPA) hired by the Board. The Treasurer, or a committee assigned to the task, may recommend a specific CPA be hired, but the final choice of a CPA must be chosen by a majority. The audit should be completed no later than three months after the close of the fiscal year. The annual report will be provided to the State Board of Education, local board, and any person who requests it as required by law.

In compliance with i4see (Initiative for School Empowerment and Excellence) reporting, Gathering Waters will provide the New Hampshire Department of Education (NH DOE) with 4 quarterly financial reports per year. It will also, in our opening year, provide the NH DOE with a progress report by December 1. Thereafter progress reports will be sent by August 31 of each year. A first-year program audit will be conducted by the Department of Education at the end of the first year. Monthly Board meeting minutes will be submitted to the charter school office each month or posted online with the link sent to the charter school office.

**b. Annual Budget Ed 318.09(e)(11)**

Please see Appendix D for the proposed 5-year budget and pre-operations budget

**c. Budget Narrative Ed 318.09(e)(11)**

Gathering Water's current budget projections include revenue from the NH per-pupil adequacy funding, which is \$7188.00 at the time of this submission and shall adjust annually pursuant to RSA 194-B: 11. This budget includes projected employee compensation, including salaries, benefits, and hourly wages as well as an estimated \$346,000 of initial start-up costs reflecting 3 preoperational months of salaries, lease and taxes, technology infrastructure, curriculum and professional development and supplies. The budget reflects the growth of staff over the initial five years of operation and includes what we believe to be realistic fundraising, development and enrollment goals. Until we reach full enrollment we expect to cover the preoperational costs and estimated shortfall in the first 2 years with Federal Start-up Grant Funds. If these funds are not available we will increase our development and fund raising efforts in the preoperational phase as well as in years 1 and 2. Given the emphasis on art and the extra costs associated with supplies we have included a modest supplies fee of 200\$ per student for which financial aid will be available for those families who are eligible.

Accounting, Payroll, Benefits, IT and Legal services will be contracted. Initially we plan to pay 100% of each FT employee's health benefits, providing ST and LT disability. As the budget allows, we will offer a simple IRA with a 1-3% match, increase health benefits covered and cover families. We expect to be able to provide further support to faculty, staff, and students with the efforts of community volunteers, organized by the Parent Council.

Costs for the facility (rental or lease), utilities, insurance and instructional materials are projected based on other similarly-sized local charter schools and quotes we have received.

We have already created a mailing list of almost 200 interested supporters of the school. We have begun work on our website and Facebook page and will hold a celebratory silent auction fundraiser as soon as we hear of our acceptance. We have also have identified a number of grant and loan opportunities. Please see the detailed Fundraising Plan in Appendix N.

We understand, that there may be circumstances beyond our control that may lead to shortfalls in either fundraising or enrollment. Should our fundraising or enrollment targets not be met, we will identify and remove lower priority items within the operating budget so that we may provide the highest possible quality education within our revenue means.

**Section 9: School Culture**

**a. School Environment: culturally inclusive**

One of the key values of Waldorf education is profound respect for each human being as a unique individual. Gathering Waters strives to achieve a balance between enabling students to discover and unfold their unique individual interests and talents, and cultivating a cultivating a school culture of shared understandings and common values. We recognize that cultural inclusivity, equity, diversity and social justice are essential to the healthy functioning of the school and are therefore embedded in the content of the curriculum and the social life of the community.

**b. Establishment and Maintenance of School Culture**

The school culture of Gathering Waters is established by the profound respect that teachers and staff have for each human being as a unique individual. Teachers and staff are committed to enable students to find a sense of social safety allowing for authentic self-expression while also

recognizing their role as a part of a larger community. The emphasis on healthy human relationships among teachers, staff, students and parents is reflected in the respectful and collaborative approach to every aspect of the school, from governance, to the employee grievance policy to the student discipline policy. Students are encouraged to build healthy peer relationships and to embrace difference and diversity through group projects, class plays, peer assessments and activities such as Festivals, Assembly, Morning Gathering/Sing and advisee groups in the high school. Social and environmental responsibility is taught through the performance of daily school jobs, service trips and the community volunteer requirement. Throughout the school year there are multiple opportunities (festivals, student presentations and performances, committees and other volunteer work) for students, staff and parents to come together and support this vibrant community.

## **Section 10: Stakeholder Engagement**

### **a. Philosophy of Parent (Family) Involvement RSA 194-B:3,II(v)**

At Gathering Waters we believe parents and/or guardians are important and valuable participants in their children's education. We encourage parents, guardians and other important adults in students' lives to offer their input and participation in the school. As part of the admissions process, parents are provided with and encouraged to read the Student-Parent Handbook. Through the Parent Council, parent evenings, parent initiatives, and school fairs and festivals, the opportunities to find connection in the wider school community will be robust. Annual cultural festivals and events such as student art and instrumental evenings will allow parents to engage the curriculum and its advancement over the course of the year. Parents will be invited to share their talents and expertise through presentations and workshops with individual students, classes and the larger school community.

The Parent Council represents and is an advocate for all parents, referred to collectively as the parent body. Parent Council is comprised of at least one parent representative from each class. They meet on a monthly basis during the school year and:

- Serve as the ears and voice of the parent body to the Faculty, Lead Administrator, and Board of Trustees.
- Coordinate and/or sponsor parent education, outreach, festivals, various committees, clubs, and other activities that contribute to the life of the school.
- Coordinate class and all-school fundraising activities and oversee the allocation and disbursement of funds that have been raised with oversight from the administration.
- Recommend Parent Council liaison to the Board of Trustees, who will act as direct communicator between the two bodies once approved by the Board.
- Operates under and reports to the Board of Trustees, with an appointed liaison member.

Parent Council representatives are expected to attend the monthly parent council meetings as well as their own class meetings. It is the representative's duty to keep their class parents informed about issues taken up by parent council and to act as the voice of their class to the council. Representatives serve a one-year term. Representatives may serve more than a one-year term if it is approved by their class parents. Representatives are also expected to serve the Council in some capacity, either as an officer (Chair, Secretary or Treasurer) or as a liaison to one of the committees overseen by the Council. Additional members may be asked to serve on ad hoc committees.

**b. Community Involvement Plan Ed 318.09(e)(10) Ed 318.09(e)(12)**

The Monadnock Region has a long history of supporting local school communities. Gathering Waters will work to ensure our community understands the benefits of a Waldorf-inspired education through outreach events, community service and local business relationships. Central to the mission of Gathering Waters is our commitment to a school culture that promotes community involvement and responsibility as an essential and integral part of life. We encourage staff, faculty, students and families to be active citizens in our school as well as the local and global communities. Outreach events such as clean-up days, food drives, work parties “big brother-big sister programs” and other service-related activities are an integral part of the educational program. Community members will be invited to the campus to share their work and allow for discussions open to the public. We hope to be able to provide a space where community groups such as the Grand Monadnock Youth Chorus and Project Shakespeare can rehearse and perform and the Winter Farmer’s Market can be held. Already we have begun to develop and strengthen community partnerships with community members and organizations who have expressed an interest in working with us (see Appendix B). We have met with Keene’s Mayor George Hansel, as well as faculty at Keene State University and Antioch University New England and are in active conversations about possible mutually beneficial partnerships. As of the writing of this application we do not know whether any of the relationships will result in financial support of the school.

**c. LEA Partnerships Ed 318.09(e)(12)**

Rather than competing with existing public and charter schools, Gathering Waters welcomes the opportunity to partner with the other charter schools in the area as well as with the public schools in an effort to enrich the lives of all students in the Monadnock region. We recognize that to be successful such partnerships need to be rooted in respect for the tremendous work that the LEAs do and an understanding of the complexities that they face. We are now starting to reach out to key LEA stakeholders including Superintendents, Principals and Faculty to identify partnership opportunities that will benefit both Gathering Waters and the LEAs as well as the entire community. We are especially hopeful that those we might be able to support the LEAs in areas that Waldorf Schools are especially strong including the arts, music and environmental education.

**Section 11: Facilities**

**a. Access to suitable facility**

Friends of Gathering Waters has an active committee exploring opportunities in Keene for a facility that is appropriate based on the target location, students to be served and future growth. We have been working with a realtor and are currently in conversation about a 3-5 year lease agreement with the owner of the old Middle School in downtown Keene, a beautiful facility which in addition to providing ample classroom and office space has an auditorium and a gym. We are also looking at the old River Valley Community College building on Washington Street.

**b. Description of School Requirements**

Based on projections of up to 200 Elementary and 100 High School students by the fifth year of operation, the committee has determined that we need approximately 18,000 square feet for the elementary school and approximately 6000 square feet for the high school of combined, classroom, office and meeting space.

### **c. Classroom, Offices, Athletics, Outdoor Needs Plan**

The ideal location for Gathering Waters will include proximity to outdoor space suitable for athletics, games and other outdoor activities, gathering as a school, and meeting in small groups. Developmentally it would be preferable to have 2 campuses closely located, one for the lower and the other for the High School. Ideally the facility would have space for gardening activities and would be walking distance to woods and wetlands to be used in various aspects of the curriculum. Classroom space should be warm and welcoming with as much natural light as possible. Space should be flexible to allow for multiple uses including large and small group discussions as well as movement activities. Space should be available for laboratory science work for the upper grades as well as studio space for painting, drawing, clay work and weaving and a wood shop. There should be one larger room that can be used for all-school gatherings, movement classes and performances which should include light and sound equipment. In accord with our emphasis on teaching and practicing environmental sustainability the facility should be well-insulated and have ample sun exposure to enable the future installation of solar panels.

#### **Classroom space projected needs:**

12 individual classrooms for grades 1-12

Assembly Room equipped with stage, lighting and sound equipment (at either campus)

Large Multipurpose room (at campus without Assembly room)

Woodworking Studio, 2 Art studios, 2 Music Studios (Upper and Lower School)

#### **Office space projected needs:**

2 secure offices for Business Administrator and Lead Administrator

Main Office

Shared Office Space for Enrollment and Development Coordinator and other staff

### **d. Plans for facilities lease or purchase**

Please see above (a) We are currently in conversation about a 3-5 year lease agreement with the owner of the old Middle School in downtown Keene. We are also looking at the old River Valley Community College building on Washington Street which could be a lease, lease to purchase or purchase agreement.

## **Section 12: School Safety Management Plan**

### **a. Emergency Operations Plan**

We have drafted a preliminary Emergency Operations Plan initially included in Appendix E of our application. Much of what an Emergency Operations Plan entails is site specific. Once we have obtained a suitable facility The Board and Lead Administrator will work with local law enforcement and the fire department to further improve and adapt these plans to our specific site prior to the opening of school. During the month of August, prior to the start of regular class sessions, all teachers and staff will participate in no less than 8 hours of emergency preparedness training. This will include working with state and local authorities, and possibly private vendors to provide necessary training in:

- Run-Hide-Fight
- Fire Extinguisher Use
- Evacuation Procedure
- General Emergency Preparedness
- First Aid-including First Aid certification

- Child First Aid

**b. Compliance Statement RSA 194-B:8,II; Ed 318.07 (b)(4)**

The school facilities shall comply with all federal and state health and safety laws, rules and regulations including, but not limited to:

- Fire Safety
- Heating, ventilating and air conditioning
- Plumbing
- Electrical
- Food Service

**Section 13: Communications Plan**

**a. Plan to disseminate and develop information to assist families with decision making, RSA 194-B:3, II(w)**

Gathering Waters Chartered Public School will create posters, brochures, application packets, a Facebook page, and a website with information on its educational philosophy, curriculum, and student expectations. The school will also hold on-site information sessions for prospective students and their families. Regular community outreach will be overseen by the Lead Administrator of the school with potential collaboration of the parents, students, and faculty of the school. Outreach venues and materials will be chosen in order to promote inclusion of all students and to eliminate any possible barriers to enrollment for educationally disadvantaged students.

**b. Plan to develop and disseminate best practices**

As discussed earlier in this application Waldorf education has a long history of successful educational philosophy and practices. In order to share successful programs and practices with neighboring charter schools and the local public schools we will designate several members of the Board and school community to work alongside the Lead Administrator to lead the efforts to identify and disseminate best practices. This group will conduct a study of the strengths and weaknesses of the program and identify those practices that have been most successful at our school. They will work to establish relationships with other public schools, identifying those schools with similar best practices as well as those schools who might be most interested in and benefit most from the practices. They will establish clear objectives for dissemination and establish measures for success. Examples of dissemination efforts may include but not be limited to presentations at local, state and national charter school conferences, The Alliance of Public Waldorf School conferences and NHDOE's monthly charter school meetings.

**c. Plan for timely and regular communication with families and school stakeholders**

Friends of Gathering Waters has already begun the practice of regular communication with school stakeholders in the form of a monthly email newsletter through Constant Contact which currently provides updates on the application process, general information on Waldorf education and events sponsored by the Friends of Gathering Waters. We have also begun work on a website and Facebook page. Once school has started a newsletter will be sent out on a weekly basis and will include information about recent activities at the school, events, important dates and other pertinent information. Individual class teachers will also send regular email communications to update parents on specific class lessons and events. Parents will be able to access student progress, grades and homework through Big SIS, the student information system. There will also be the regular maintenance of the Gathering Waters Facebook page and Website

that will allow for regular updates on school events. For information such as school closures for snow families will be contacted by email and the notification will be posted on the WMUR school closures list.

#### **Section 14: Assurances, Provisions, Policies**

##### **a. Global Hold Harmless Clause RSA 194-B:3,II(x)**

Gathering Waters Chartered Public School, its successors and assigns, covenants and agrees at all times to indemnify and hold harmless SAU 29, any other school district which sends its students to the charter school, and their school boards, officers, directors, agents, employees, all funding districts and sources, and their successors and assigns, (the "indemnified parties") from any and all claims, demands, actions and causes of action, whether in law or in equity, and all damages, costs, losses, and expenses, including but not limited to reasonable attorneys' fees and legal costs, for any action or inaction of the charter school, its board, officers, employees, agents, representatives, contractors, guests and invitees, or pupils.

##### **b. Severability Provisions and statement of assurance that any provision of the charter school contract found by competent authority to be contrary to applicable law, rule or regulation shall not be enforceable RSA 194-B:3, II(y)**

Any provision of the Gathering Waters Chartered Public School Contract found by competent authority to be contrary to applicable law, rule, or regulation shall not be enforceable. If any provision of the Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in effect unless otherwise terminated by one or both of the parties in accordance with the terms contained therein. Said provision shall not be enforced by the School or its affiliates, and will be promptly amended by the Gathering Waters Board of Trustees to meet statutory obligations.

##### **c. Statement of assurances related to non-discrimination RSA 194-B:3, II(m)**

In accordance with RSA 193-B:3,ii(m) Gathering Waters Chartered Public School will not discriminate on the basis of race, color, gender, gender identity, or gender expression, national or ethnic origin, age, religion, creed, disability, veteran's status, sex, sexual orientation, socioeconomic or marital status, genetic information, pregnancy and pregnancy related medical conditions in the selection of students or staff, access to its educational programs and activities, with respect to employment terms and conditions or in the administration of the school or in any other way that is prohibited by law.

##### **d. Provision for providing continuing evidence of insurance coverage RSA 194-B:3,II(t)**

Gathering Waters Chartered Public School, in accordance with RSA 194-B:1,III will be a "Chartered Public School" that is subject to the same protections as any public school under RSA 507 (b) which provides for Limited General Liability for the Charter and its agents. Gathering Waters Chartered Public School will obtain, and keep current policies of each form of insurance required for the operation of a Chartered Public School. All formal documents related to the maintenance of insurance (including the insurance policies and evidence of continuing insurance) will be kept on file within the business offices of the school.

##### **e. Identity of Consultants RSA 194-B:3,II(u)**

**Liz Beaven, Ed.D., President, Alliance for Public Waldorf Education:** School Operations  
**Ken Bettenhauser, Founder and Manager Director at HR Knowledge:** Human Resources, payroll and employee benefits  
**Bruce Bischof M.A.:** Humanities curriculum

**Gene Calvano, Certified SCORE Mentor:** School operations and Finance consultant  
**Michael D'Aleo, BS Mech. Eng., Rutgers University, MS Ed., Sunbridge College:** Math and Science curriculum  
**Rostislov Eismont:** Arts curriculum  
**Torin Finser, PhD.:** School operations  
**Janet Gordon, B.A. MEd.:** Arts and Governance  
**Alison Henry, B.A. MEd, PhD candidate:** Governance and School Culture  
**Devin Gallagher** at Fred C. Church Commercial Insurance: Insurance and risk management  
**Lisa Mahar, B.A. Retired School Administrator:** School Operations  
**Cindy Marie, Founder and CEO at Central Source Charter School Business Management Services:** Technology, HR, Accounting/ Finance  
**Virginia McWilliam:** Chemistry curriculum  
**Stephen Sagarin, PhD:** Humanities curriculum and school operations  
**Hans Schepker:** Mathematics, physics and arts curriculum  
**Karl Schurman: B.A. Waldorf Teacher Training Certificate;** Humanities consultant  
**Jamie York, M.S., Computer Science, University of Denver; Certificate in Waldorf High School Teacher Education:** Mathematics curriculum consultant

**f. Policy and Procedure for guidelines for optional contracting of services  
ED318.07(b)(2);RSA 194-B:5, V; RSA 194-B:8, VII**

Gathering Waters Chartered Public School will either employ directly or contract with a local maintenance and custodial services provider and therefore declines to contract with SAU 29 for these services.

- In the event that there are students at Gathering Waters who wish to participate in athletic or other extracurricular activities offered at other schools within SAU 29 the policy of Gathering Waters will be to contract with the host school to provide that opportunity to those students. Transportation to and from athletic or other extracurricular activities will be the responsibility of the parents and/or guardian of the child participating.
- Because Gathering Waters has not secured a physical location at the time of this application, the specific transportation needs are not currently known. When the school's physical location is secured, Gathering Waters will negotiate a contract with the host district for transportation to meet the requirements of Ed. 318.08(j)(2).
- All contracted services shall be defined by purchase order or written contract in advance of such service being provided.
- Any contractor shall provide proof of adequate professional liability insurance.

**g. Statement of development of policies Ed318.08(j)(7)**

Upon authorization by the State Board of Education the Gathering Waters Board of Trustees will develop policies regarding:

- School Board Governance and Operations
- Promotion of School Safety
- Records retention
- Reporting of suspected abuse or neglect
- Sexual harassment
- Pupil safety and violence prevention
- Limiting the use of child restraint practices

- Developmentally appropriate daily physical activity

These policies will be made publicly available prior to opening and reviewed annually.

**h. Provision for Dissolution of the Charter School RSA 194-B:3,II(z)**

In the event Gathering Waters Chartered Public School should cease operations for whatever reason, including the non-renewal or revocation of its Charter, the Board of Trustees shall consult with the New Hampshire Department of Education to assure that contractual and financial obligations are met. The planned sale and distribution of any assets shall assure first, that any financial obligations of the school are met. When possible, items of in-kind donation will be returned to their donor. Any remaining assets will be evenly distributed among the charter schools within a 25 mile radius of Gathering Waters.

**i. Conversion of public school to charter school RSA 194-B:3,II(aa) N/A**

**j. Plan for education of pupils after cessation of operation RSA 194-B:3,II(bb)**

In the event that the school shall cease operation for any reason, the Gathering Waters Board of Trustees in conjunction with faculty will act immediately to place students in appropriate educational settings. The Gathering Waters faculty will assist in student transition.

1. Families will be informed of the dissolution of the School at least 90 days in advance.
2. A committee comprised of school faculty and parents will create a list of carefully researched educational options for students.
3. Parent/guardian will provide a written release of information.
4. The receiving school for each student will be notified and files forwarded.
5. New schools will be advised that School personnel are available for consultation.
6. Information, including all appropriate student records, will be mailed to each home.

**k. If Charter school provides only available public education RSA-B:8,IV; ED 318.07**

**(b)(5)** If Gathering Waters provides the only available public education services at a specific grade level within its home district the school shall offer those educational services to all resident pupils of the grade level in accordance with RSA-B:8, IV and ED 318.07 (b) (5).

**l. Outline of proposed accountability plan RSA 194-B:3,II(dd)**

Gathering Waters Chartered Public School will provide annual reports to the New Hampshire State Department of Education addressing progress and fidelity to the school's mission. The school will update the Department about its student enrollment, graduation and college matriculation rates, financial operations and governance on an annual basis. Data will also be gathered from students, parents, faculty and staff and alumni to track the school's educational impact. The school will provide one copy of its annual report to the state board and to its local school board. This report will also be available to anyone who expressly requests it.

- The school will conduct an annual financial audit and report to the state board and school board complying with and current format and content requirements imposed upon a public school. The report shall include the number of pupils served by the school and their respective tuition rates and a discussion of progress made towards the achievement of the school's academic and other goals set forth in its charter.

- The school will be subject to a first-year program audit by the department of education or its agent, and will be subject to a program audit by the department of education at least once every 3 years thereafter.
- A summary of the annual report will be provided to the parent or guardian of each pupil enrolled and will be made available to the legislative body.
- A representative of the school will attend and be prepared to report at and answer questions during relevant portions of the annual school district budget process.
- A full accountability plan will be developed by the Gathering Waters faculty and administration and approved by the Board of Trustees, prior to the date of opening.

**Please see Attachment 4 for initial Accountability Plan**

### **Section 15: Letters of support**

Please See Appendix A

### **Section 16: Timeline for Opening**

Following approval of this application, our proposed timeline for implementation is as follows:

- By January 1, 2021
  - The Friends of Gathering Waters appoints a formal Board of Trustees.
  - The Board assisted by the Friends identifies a suitable location and arranges for leasing of facilities as of March 1, 2021.
  - Board committees (Executive, Finance, Governance, Human Resources, Development/Fundraising, Enrollment/Outreach and Strategic Planning) necessary to ensure progress toward target school opening date are set up and are meeting regularly.
  - The Board approves a budget and fund-raising plan for start-up costs during the pre-operations period, to be overseen and implemented by the Board Development/Fundraising Committee; this budget includes full operations costs for the three-month period July-September 2021.
  - The Board approves a detailed five-year post-operations budget and the Fund-Raising Committee reviews, approves and begins to implement the fundraising plan to ensure ongoing private support revenue.
  - The Board recruits and organizes volunteers to assist in public relations, fund raising, facilities preparation, and general support of the Board.
  - The Board approves and oversees implementation of outreach campaigns to recruit and hire full-time and special subject teachers.
  - Board begins a search for the Lead Administrator to be hired February 1, 2021.
  - Enrollment and Outreach Committee actively engages in recruitment activities and dissemination of application materials.
- By February 1 2021
  - The Board hires a full time Lead Administrator and contracts for preop work
  - The Board continues oversight of all necessary steps for successful school operations, including enrollment, faculty, budgets, and fund-raising.
  - Application deadline-applications reviewed by admissions panel and lottery held on February 15 if needed. Rolling admissions continue as space allows.

- Board begins a search for the Business Administrator, Administrative Assistant and Development Coordinator.
- By March 30
  - Business Administrator and Development Coordinator are hired on a contractual basis and begin work
- By June 30, 2021
  - Faculty contracts are finalized, with full-time teachers to begin work July 1, 2021, and part-time faculty to begin September 8, 2021.
  - Contracts for Lead Administrator, Business Administrator, Development Coordinator and Administrative Assistant are finalized,
  - Lead Administrator oversees publication of curriculum materials (course catalog); Student-Parent and Employee Handbooks.
- Starting July 1, 2021
  - Contracts for Full-time faculty, Lead Administrator, Business Administrator, Administrative Assistant and Development Coordinator go into effect.
  - Up to 15 students in grades 1-9 complete admissions process; school governance entities and processes are set up as described in this application.
- September 8, 2021—Gathering Waters Chartered Public School opens.

### **Section 17: Signatures**

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application. (Please see Attachment 5, Signature Page).

Gabrielle Schuerman- parent, Keene, NH  
 Theresa Majoy-parent, Keene, NH  
 Eliza Murphy-parent, Keene, NH  
 Lori Burman-parent, Keene, NH  
 Michele Chalice-parent, Keene, NH  
 Jennifer Butler-parent, Keene, NH  
 Elizabeth Hamshaw-parent, Keene, NH  
 Emily Sherwood-Turner-parent, Keene, NH  
 Laurel Iselin -parent, Alstead, NH  
 Ronja Elliston-parent, Alstead, NH

## Appendix A: Letters of Support

September 7, 2020

To Whom it may Concern:

With this letter I would like to express my enthusiastic and warm support for the establishment of a chartered public elementary and high school in Keene that will incorporate the pedagogic principles of Waldorf education. The Waldorf approach features a wonderful experiential and developmental curriculum and attention to the social and emotional as well as cognitive development of children. As a public school, Gathering Waters will offer these benefits to all families in southwest New Hampshire who want it for their children, without the financial burden of tuition.

With best wishes for the success of this initiative,

Fern Dorresteyn  
Co-founder, Program Director  
MorningSun Mindfulness Education Center  
Alstead, NH  
603-313-1702

9/22/2020

To Whom It May Concern,

I am writing to express my excitement and support for the Gathering Waters Public Charter School grades 1-12 in Keene, NH. I was fortunate enough to experience a Waldorf education as a child and have always hoped that my children would be able to benefit from the same type of inspired curriculum and deep understanding of the learning child. In my adult life I have also come to recognize the value of participating in public education while considering the varied perspectives that come with serving families of diverse religious, racial and socio-economic backgrounds. I believe this charter school initiative will enrich the Keene community by making a Waldorf education accessible to a wider range of families in search of a holistic yet rigorous learning experience, and I am excited for my two young children to be part of a school that strives towards both the ideals of Waldorf education and principles of public education.

It is without reservation and with gratitude that we voice our encouragement and support for the Gathering Waters Public Charter School to become a reality in our community! Thank you for your consideration,

Sincerely,

Laurel Iselin and Hans Mayer

To Whom It May Concern,

I am writing to contribute my whole hearted support for the Gathering Waters Public Charter School Grades 1-12.

As a Waldorf School graduate and trained Waldorf Early Childhood Teacher, I am thrilled to hear that the Gathering Waters Public Charter School is coming into being. I care deeply for the way in which Waldorf education strives to teach the whole child; head, heart, and hands. A Waldorf Charter School would make this unique, caring, and child- centered way of teaching accessible to many local children and families. It would be a wonderful addition to the greater community.

With two young children of our own my husband (also a Waldorf School graduate) and I often discuss and wonder about their future education. When we became aware of this initiative we knew it was one we wanted to be involved in and support. Hopefully when our children reach school-age they will have the opportunity to attend a school such as the Gathering Waters Public Charter School.

Thank you to all those considering this application. Thank you to all those who are working on making this vision a reality. We are deeply grateful.

Sincerely,

Ronja and Matthias Elliston

September 20th, 2020

February 14, 2020

To Whom it May Concern:

I am writing today to offer my wholehearted support for the Gathering Waters School. My family and I have been a part of the local Waldorf school community for a number of years and I am truly excited at the possible growth and creative potential that students attending the Gathering Waters School would experience. As an employee of Keene State College and a fervent supporter of higher education, I trust this initiative would fill a void in the area for a secondary school option that is a better transition for former Waldorf students (due to its foundation in those principles), especially for those that are interested in pursuing education beyond high school.

Thank you for considering the application for this dynamic and vibrant educational undertaking. My family and I look forward to all that this school would bring to our community and its children. I support this endeavor without hesitation.

Kind regards,

Brenda Fox Tree  
Housing Operations  
Keene State College  
229 Main Street  
Keene, NH 03431-2201

May 23, 2019

To Whom it May Concern:

My name is Genevieve Dagobert. I am a Waldorf Teacher living in Temple, NH. I am thrilled to offer my support for the Gathering Waters Charter School initiative in the Keene community.

I have no doubt that Gathering Waters will provide each student with a sound foundation that will enable him or her to develop into happy, independent, and responsible adults.

Thank you for considering the Gathering Waters Charter School proposal.

Kindest regards,

Genevieve Dagobert

Geneviève Dagobert

177 Colburn Rd

Temple, NH 03084

P: 917-365-2598

gdagobert@gmail.co

May 24, 2019

To Whom It May Concern:

It is with great confidence and excitement I lend my full support to the Gathering Waters Charter School and am thrilled to see their Charter application process beginning.

The founding individuals of this worthy endeavor are personally known to me and I am certain that using their extensive, combined pedagogical expertise, they will bring a unique, truly modern approach to educating our teens and provide them with a sound and well-rounded foundation for their future life endeavors.

Thank you for considering Gathering Waters Charter School's charter application.

Best regards,

Milan Daler  
Administrator, Center for Anthroposophy  
PO Box 545, Wilton, NH 03086  
[www.centerforanthroposophy.org](http://www.centerforanthroposophy.org)  
603-654-2566

May 15, 2019

To Whom It May Concern,

I am writing to express and offer my enthusiastic support for the Gathering Waters school initiative. Last February I was privileged to attend one of their organizing meetings and felt moved to offer our company's professional support when helpful in the future. My own children had such extraordinary experiences in local Waldorf schools; it would be a privilege to help others access similar opportunities.

My company, Northeast Farm Access, can offer skills in project development, farm acquisition and redevelopment, and brings together capital for the purchase of prime farmland. At several of our farms educational programs are now underway. Should Gathering Waters someday find those suitable, we would be thrilled to offer space and facilities at our Monadnock Agricultural Center in Marlborough, NH.

Appreciation to all of you for your efforts toward bringing this important educational resource into reality.

Sincerely,

Bob Bernstein  
Northeast Farm Access  
Managing Director

May 29, 2019

To Whom it May Concern,

I have been a music teacher at Franklin Elementary School in Keene, NH for over 25 years. During my time there I have observed many children, we are a title one school and serve all the ELO students in Keene. Our school is indicative of the population in the other schools in Keene with the exception of the ELO students. Being the music teacher I see the healing opportunities for our students when they are involved in the arts. I can only imagine the growth that can happen when a student is immersed in an education where the arts are interwoven into all subjects.

For the past 3 years alumni from the local private Waldorf elementary school and a select group of our 3rd and 4th graders have collaborated on an after-school program called Pathways. Our students are referred by their teacher and social worker based on challenging home life and academic performance. The program focuses on building relationships and confidence through play and art activities. This has been a treasured program that has shown terrific academic and social development for all involved. My understanding is that the future Gathering Waters Charter School has a strong emphasis on community service and is committed to our program.

It would be a dream come true to give the students of Keene the option to join a School with the vision of Gathering Waters. I completely support the school being accepted and moving forward.

Melanie Everard

Teacher Franklin Elementary School, Keene, NH

June 11, 2019

To Whom it May Concern

I am excited to offer my support for the Gathering Waters Charter School. I am a long-time supporter of Waldorf Education and for many years a class teacher in the elementary school in Keene, NH. Over the last ten years, I have been running our family business, the WS Badger Company, and very much immersed in the local business community.

When the Monadnock Waldorf High School was in existence, I supported it for five years leading the Economics Block for the senior class. I believe this is a great educational system and found a very willing and engaged group of students to work with.

I readily support the new charter school initiative, Gathering Waters Charter School, and I believe the community needs this educational opportunity for our local high school students. I am excited to see this strong and capable group of teachers and parents spearheading this school and have offered to teach economics again to seniors, if needed.

Sincerely,

Katie Schwerin  
Co-owner and COO for the WS Badger Company

21 September 2020

To Whom It May Concern:

I am writing to express my support for the Gathering Waters Charter School, now under development in our community.

I have 25 years' experience as a Waldorf school administrator. In that role it was my privilege to know hundreds of students and families who benefited from the insights, philosophy, teaching methods, and vision of Waldorf education.

It is my belief that a public Waldorf option for the Monadnock Region's elementary, middle, and high school students will provide them with a comprehensive, stimulating, visionary, practical, and meaningful education. Waldorf education balances challenging academics with fine arts, practical arts, and community service, meeting each student in a developmentally appropriate way. Each student's gifts and strengths are valued, and each is encouraged to be a strong contributor to a healthy community. The positive student outcomes of a Waldorf education are supported by well-documented research.

Once Gathering Waters Charter School is approved to open in Keene, New Hampshire, I will happily lend my administrative expertise in an advisory capacity to support the success of this new endeavor. I look forward to partnering with the board, staff, and students of Gathering Waters Charter School.

Thank you for your consideration of this charter proposal. Please feel free to be in touch with me if I can be of support in this exciting educational effort here in the Monadnock Region.

Sincerely,

**Lisa Mahar**

Lisa Mahar

56 Douglass Street  
Keene, NH 03431

Cell: 603-630-0700

E-mail: [lisamahar5@gmail.com](mailto:lisamahar5@gmail.com)

June 7, 2019

To Whom it May Concern:

My name is Rostislav Eismont. I have been an artist for most of my life. I have taught ceramics, advertising design, and the history of graphic design at college level, and demonstrate on a regular basis as a form of educating the public of all ages about art. I am fully versed in both the conceptual and practical aspects of art practice within multiple disciplines.

I am writing to inform you that should the Gathering Waters Charter School's proposal be accepted and allowed to open in Keene, NH, I will be lending my expertise within the arts and crafts and will be acting in an advisory capacity for the first two years of the school's process of opening. I look forward to partnering with the Board, staff, and students of Gathering Waters Charter School. I believe that Gathering Waters will offer a system of education that will enhance and expand their knowledge base and communication skills, whatever their ultimate goals in life may be.

Thank you for your time in considering the Gathering Waters Charter School proposal. Should you need more information from me, please do not hesitate to ask.

Rostislav Eismont partner  
Eismont Design Studio w:  
eismont.com

June 13, 2019

To Whom it May Concern:

We are the Majoy Family: Peter (Father), Theresa (Mother), and Emma (Daughter). Emma has been a student in the Waldorf Elementary School for 5 years and will be entering sixth grade when the 2019-2020 school year begins. Emma had also been in the Waldorf Nursery/Kindergarten program. We have been so grateful for the wonderful experiences Emma has had in the Waldorf School system.

Our deepest hope in this regard is that this education be available to all who desire it regardless of their ability to pay. Gathering Waters offers this opportunity to those in our community.

Thank you and all the folk who have contributed so much time and talent focused on the emergence and opening of Gathering Waters which we hope will happen asap.

Respectfully,  
Peter & Theresa Majoy  
143 S. Lincoln St.  
Keene, NH 03431  
[ptmjoy@gmail.com](mailto:ptmjoy@gmail.com)  
603-352-4438

February 14, 2020

To whom it may concern,

Please accept this letter of support on behalf of the Gathering Waters Charter School initiative. We have been health professionals in the Keene community for over 25 years and have six children, all of whom have benefited from Waldorf education at some point in their lives.

Our youngest children are twin boys and are currently enrolled in the Monadnock Waldorf 7th grade class. These boys have had the unique opportunity of attending a Waldorf school, home-schooling and attending public school. They have been exposed to several different styles of teaching and learning. This experience has given them the perspective that has allowed them to fully appreciate the aim of Waldorf education: "to educate the whole child, head, heart and hands."

We would all, parents and children alike, be deeply appreciative of the opportunity for everyone in our community to be able to experience a Waldorf school education, and will be dedicated community members if we are fortunate enough to be a part of it.

Thank you for your consideration.

Sincerely

,

Nora F. Rozell, DC, Jeb R. Thurmond, DC  
Evolution Chiropractic, LLC 415  
Marlboro Street Keene, NH 03431 603-  
357-4488 drnorarozell@gmail.com

## Appendix B: Community Partners

**Heartbeet Life Sharing:** 218 Town Farm Rd., Hardwick, VT 05843

Heartbeet is a life sharing Camphill community and licensed therapeutic residence. Heartbeet includes adults with developmental disabilities in rich social, artistic and agriculture activities in extended family households. Groups are welcome to become part of the community for week long visits.

**Harrisville Designs Inc.:** 4 Mill Alley, Harrisville, NH 03450

Harrisville Designs is a long-established weaving center where yarn is manufactured, looms are built, classes are taught, and a beautiful shop is open to the public. We are invited to rent looms and/or work in their studio for our 10th grade weaving block.

**Franklin Elementary School Pathways after school program:** 217 Washington St., Keene, NH 03431

Franklin Elementary School in Keene serves the ELO students throughout Keene where a majority of the students receive free lunch. We would continue an after-school program for students who have challenges at home and school and benefit from a little extra care.

**Camp Glenbrook:** 35 Glenbrook Rd., Marlborough, NH 03455

Glenbrook is a camp in the summer and a retreat for groups during the school year. It is a beautiful facility including a farm, sugar house, craft studios, walking/ski trails and a pond offering multiple opportunities for scientific exploration and recreation.

**Keene Community Garden Connections:** Antioch New England-Antioch University, 40 Avon St., Keene, NH 03431

Community Garden Connections serves to build the local capacity to grow food. It addresses food insecurity related to climate change, personal and communal health, and resiliency. The group collaborates and installs gardens throughout Keene in social service agencies. They also have a large garden at the old prison site which all the produce is donated to the community kitchen. Students are invited to participate through service projects in addition to curricular blocks on agriculture and environmental sustainability.

**Monadnock Agriculture Center Farm Access Project:** Marlborough, NH 03455

Monadnock Agriculture Center is a new farm and agricultural community, on an old established property, welcoming us into the conversation to participate in their ongoing development.

**Shirley Prison Outreach Program:** MCI-Shirley, P.O. Box 1218, Shirley, MA 01464

MCI-Shirley is a medium and minimum-security facility housing criminally sentenced males. A long-established program welcomes deserving prisoners to share their stories with guests and provide opportunities for questions and discussions.

**Cheshire County Department of Corrections:** 825 Marlboro St., Keene, NH 03431

The philosophy of the Cheshire County Department of Corrections is to offer the humane treatment and a rehabilitative setting providing support for any offender who seeks positive change in their lives. They offer students opportunities to visit and learn about the facility.

**W.S. Badger Co.:** 768 NH-10, Gilsum, NH 03448

Badger is a small award-winning family-owned and run B corporation. They produce natural and organic body and skin care products. They offer the opportunity to tour the facility, shadow individuals and learn about sustainable business practices.

**Friends of Public Art:** Keene, NH

Friends of Public Art builds social, economic, historical and cultural vitality through the creation of public art installations in the Monadnock region. Our students will be able to participate in collaborative projects.

**Keene Family YMCA:** 200 Summit Rd., Keene, NH 03431

The Keene YMCA is a state-of-the-art facility offering pools, fitness center, indoor track, basketball gymnasium, gymnastics center, and community spaces with free WiFi. They are committed to youth development, healthy living and social responsibility and offer multiple recreational opportunities for our students.

**Keene Fusion:** The Center at Keene, 149 Emerald Street, #K, Keene, NH 03431

Keene Fusion is an exceptional local dance studio teaching ballroom, swing, Pilates, and fitness training. They will offer social dancing for our movement program.

**The Caterpillar Lab:** 172 Main St, Marlborough, NH 03455

The Caterpillar Lab educates the public through workshops of various lengths and a studio/storefront welcoming the public into the beauty and science of caterpillars. They offer opportunities for direct scientific study as well as volunteer opportunities.

**Orchard Hill Community Center:** 121 Old Settlers Rd, Alstead, NH 03602

Orchard Hill Community Center has developed over four generations on a magnificent farm incorporating a bakery, school, apple orchard, summer program, community space and a variety of homes. This will be an excellent space for us to have community building activities.

**Glass Geometry:** 325 Breed Rd., Harrisville, NH 03450

Glass geometry is a studio which merges the beauty of both math and art. Through projects in paper and glass, geometry comes alive.

**Hartsbrook Waldorf School:** 193 Bay Rd, Hadley, MA 01035

Hartsbrook is a K-12 Waldorf School. They have offered to support us and we look forward to exploring ways that can be mutually beneficial

**Mill Hollow Works:** A heritage craft school in Keene, that uses traditional tools. Offering a unique curriculum of craft, trade, homesteading and sustainable living classes.

## Appendix C: Biographies of Consultants

**Karl Schurman:** Since 2002, Karl has taught in Waldorf High Schools and as an upper-grades class teacher, primarily at Green Meadow Waldorf School in Chestnut Ridge, NY. Over 30 years of self-employment in the film business in New York City preceded Karl's Waldorf teaching career. He worked all over the US and in many parts of the world, including shooting the PBS documentary: The World of Mother Teresa. He maintains a deep interest in cinema history, the French language, and Native American and mystical Sufi poetry. He spent his own high school years in Brussels, Belgium. Karl studied at Princeton University and NYU Film School and earned his bachelor's degree from SUNY Empire State College. He completed his Waldorf High School Teacher Education Program at the New England Center for Anthroposophy. He most recently served as the Co-Chair of Monadnock Waldorf High School until 2018.

**Lisa Mahar:** Lisa Mahar worked for 25 years as the Lead Administrator at Monadnock Waldorf School in Keene, New Hampshire. She is a founding member of the Administrators Network of the Association of Waldorf Schools of North America (ANA), is a trained meeting facilitator, and now advises and consults with Waldorf schools in the areas of governance, community building, administrative review, mentoring, team building, visioning, and administrative planning. She serves on the board of the Monadnock Food Co-op in Keene, NH and is a board member for the Grand Monadnock Youth Choirs. Lisa is also a commissioner for the New England Association of Schools and Colleges (NEASC) Commission for Independent Schools.

### Contact information:

Lisa Mahar  
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Keene, NH 03431  
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**Rostislov Eismont:** Rostislov has taught ceramics, advertising design, and the history of graphic design at the college level. He demonstrates his craft on a regular basis as a form of educating the public of all ages about art. He is also fully versed in both the conceptual and practical aspects of art practice within multiple disciplines.

Rostislov will be lending his expertise within the arts and crafts and will be acting in an advisory capacity for the first two years of the school's process of opening. Eismont Design Studio:  
[www.eismont.com](http://www.eismont.com)

**Stephen Sagarin, PhD:** Stephen is one of the founders of the Berkshire Waldorf High School located in Great Barrington, Massachusetts. He is currently the faculty chair of the History and Art departments at Berkshire Waldorf High School. Additionally, Stephen received his doctorate in U.S. History from Columbia University and his B.A. in Art History and Fine Art from Princeton University. He is a graduate of the Waldorf School of Garden City, NY, where he taught for 12 years before moving to Massachusetts. He is Associate Professor in Waldorf Teacher Education at Sunbridge Institute and former editor of the Research Bulletin of the Research Institute for Waldorf Education. He has taught at Teachers College, NY, the City University of New York, NY, and Berkshire Community College, MA. His blog is called "What

is Education?" Dr. Sagarin's most recent book is *The Story of Waldorf Education in the United States: Past, Present, and Future*.

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**Rainbow Rosenbloom and Bruce Bischof and Live Education!:** Rainbow Rosenbloom founded Live Education! in the fall of 1997, after 12 years of working with homeschooling families and co-ops, both privately and within the public schools. He studied Waldorf Education at Emerson College in England and worked as a class teacher and a high school teacher in several Waldorf schools. Rainbow also helped to construct an innovative Waldorf charter school program in Monterey, CA and served as its director for 3 years. He has a B.A. in Philosophy from The University of Tulsa and a Master's degree in Education from Harvard, where he studied Multiple Intelligence Theory with Howard Gardner.

**Bruce Bischof:** Bruce Bischof joined Rainbow Rosenbloom in the beginning stages of Live Education! in 1998 as the principal writer and artist of the curriculum materials. He is the co-owner (with Rainbow) of Live Education!. Bruce has 14 years of experience as a Waldorf class teacher in addition to several years as a mentor to class teachers in a Waldorf charter school. He completed his Waldorf training from Rudolf Steiner College in 1983. He completed a master's degree in Philosophy and Humanities from California State University and holds a B.A. with honors in Philosophy from the University of California in addition to two years of formal training in Art History and two years of Music Theory.

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Live Education!  
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**Dr. Torin Finser:** Torin M. Finser received his Ph.D. in educational leadership from Union Graduate School, his M.A. in education from Adelphi University, and his B.A. from Bowdoin College. He taught at the Great Barrington Rudolf Steiner School, where he also served as faculty chairman. Torin has done extensive consulting with schools in organizational dynamics and leadership development and has been a keynote speaker at conferences all over the world. He is the author of eleven books, beginning with *School as a Journey*, which has now been translated into Mandarin, Farsi, Thai, Arabic, Korean, and Spanish. Other books include: *School Renewal*, *Organizational Integrity*, *A Second Classroom*, *Parent Teacher Relations in a Waldorf School*, *Leadership Development*, and *Education for Non-Violence*. His *Guided Self Study* is used by many as an introduction to Anthroposophy. Torin has served as General Secretary of the Anthroposophical Society in America and Chair of the Education Department at Antioch University New England. A founder of the Center for Anthroposophy, he has recently pioneered their new Building Bridges Program for practicing teachers in independent and charter schools.

**Hans Schepker:** Hans Schepker is a mathematical artist and teacher. He is a regular artist-in-residence; teaching math through stained glass and paper as well as block classes in math at both public and private schools throughout America. He has now been invited to Taiwan to set up a glass studio and provide workshops for high school students. Hans is a State juried member of the League of New Hampshire Craftsmen, on the visiting artist roster of the New Hampshire State Council on the Arts, a member of the Mathematical Association of America, a member of the National Council of Teachers of Mathematics, and a trained math and physics Waldorf High School teacher.

**Virginia McWilliam - Pedagogical Chair, Hartsbook (K-12) Waldorf School, Hadley, MA:** Virginia is a graduate of Nottingham University with joint degrees in Chemistry and Biochemistry and a Masters of Education with a Waldorf certificate from Antioch New England. She worked for many years as an elementary school teacher at the Cape Ann Waldorf School in Beverly, Massachusetts, where she also held the positions of Faculty Chair and College Chair and worked extensively with educational support and professional development.

Contact information:

The Hartsbrook School  
193 Bay Rd,  
Hadley, MA 01035  
(413) 586-1908 ext 112

**Michael D'Aleo, BS Mech. Eng., Rutgers University, MS Ed., Sunbridge College:** High school physics/math teacher at Waldorf School of Saratoga Springs in Saratoga Springs, NY. Director of Research at SENSRI. Waldorf class teacher, trustee, parent, and spouse. Inventor with 17 U.S. patents, co-author of *Sensible Physics Teaching*, and author of *Embracing Materialism and Letting It Go*, as well as articles on teaching science and environmental issues. Michael lectures nationally and internationally on the topics of science, education and environmental issues and is a founding member of the Saratoga Experiential Natural Science Research Institute (SENSRI) in Keene Valley, New York as the Director of Research. He was a co-founder of the high school at the Waldorf School of Saratoga Springs where he taught physical science and astronomy. He is also an instructor of Waldorf School physical science teachers at The Center for Anthroposophy in Wilton, New Hampshire, as well as a guest teacher at various teacher training institutions and Waldorf Schools. He is the cofounder of, and leads the successful 6th, 7th and 8th grade science teacher training, *Teaching Sensible Science*. He is also on the faculty of the Center for Anthroposophy's Waldorf High School Teacher Education Program.

Contact information:

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Keene Valley, NY 12943  
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**Jamie York, M.S., Computer Science, University of Denver; Certificate in Waldorf High School Teacher Education from the Center for Anthroposophy:** Jamie teaches high school mathematics at Shining Mountain Waldorf School in Boulder, Colorado, and is an author, Waldorf math educator, and math missionary. Jamie created the Making Math Meaningful™ series as a developmentally-based math curriculum. Its goal is to strengthen basic skills, foster mathematical thinking, and spark enthusiasm for learning.

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Jamie York, % Jamie York Press Inc.  
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**Liz Beaven, Ed.D., President, Alliance for Public Waldorf Education:** Liz Beaven has over 30 years' experience in Waldorf education, spanning class teaching, school administration, adult education, research, consulting, and public speaking. She has wide experience in board and committee work. Liz was born and raised in New Zealand and is the proud parent of two adult sons (both Waldorf graduates) and grandparent of three. She first encountered Waldorf education as a young parent in New York City. Liz has been involved in Public Waldorf education almost from its beginning, working in teacher preparation and professional development. She is passionate about questions of inclusion and social justice, and believes that the impulse of Waldorf education has much to offer education in general. The former Administrator of the Sacramento Waldorf School and former President of Rudolf Steiner College, Liz is currently a faculty member of the California Institute of Integral Studies in San Francisco, where she is planning for a graduate program in integral teacher education, and a consultant with several public and private schools.

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1000 River Rock Drive  
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**Mike Lucas, Vice President and Charter School Practice Leader** at Fred C. Church Commercial Insurance: Fred C. Church has over 150 years of providing insurance and risk management services to businesses, including charter schools. Mike Lucas is a resident of Keene.

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Mike Lucas  
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Lowell, MA 01851  
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**Cindy Marie, Founder and CEO at Central Source Charter School Business Management Services:** Central Source provides non-profit organizations with one *central source* for all their business needs allowing them to concentrate on what matters most, advancing their mission.

Organizations benefit by sharing resources in areas of Technology, Human Resources, and Finance. Those benefits include expertise, lower costs, and maximum efficiency. Their team of professionals provide practical, hands on, customized services to our clients for a fraction of the cost of hiring staff. Central Source has provided business management services to non-profit organizations for more than ten years. Their first client, Conservatory Lab Charter School, has grown from 169 students to 444 in the last five years and Central Source has been there every step of the way to support their expansion and increased Business Management needs. Central Source's Strategic Leadership team has provided audit-ready fiscal policies and procedures, accounting and financial reporting systems that support both the internal and external stakeholders, a Human Capital Management System for compliance and improved employee relations, and a technology infrastructure that provides reliable voice and data services. Central Source's current clients include schools, churches, art centers, child services, and environmental protection organizations with annual budgets ranging from one million to twenty million.

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**Ken Bettenhauser, Founder and Manager Director at HR Knowledge:** For over 20 years, HR Knowledge has made it their mission to demystify the complex and daunting process of human resources management. HR Knowledge provides the level of service and technology you'd expect from an industry leader, combining unparalleled passion for service with their decades of HR, payroll, and employee benefits experience to provide its clients with personalized and actionable advice that is second to none. From managed payroll to employee benefits to human resources support, HR Knowledge helps organizations thrive, grow, and reduce operating costs.

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**Alison Henry, B.A., MEd. PhD candidate:** A member of the education department faculty at Antioch University New England, Alison teaches curriculum and research methods in the Waldorf Teacher Education Program and advises students who are working on their Master's projects. Alison is also an instructor for the Center for Anthroposophy's Building Bridges program, teaching workshops in human development and curriculum to Waldorf teachers around the country. She is a former class teacher (grades 1-8) at Monadnock Waldorf School in Keene, NH, and served in several leadership roles. Her research interests include intellectual and cultural humility, cultural inclusion, and participatory school governance.

**Janet Gordon B.A. Med.:** A founding member of Monadnock Waldorf School and faculty member for 42 years, Janet assumed the roles of Early Childhood teacher, a Class Teacher and most recently, the Handwork and Arts Teacher for 25 years. Over her tenure she chaired the Faculty, the College of Teachers, the Pedagogical Committee and was a member of the Board of Trustees. Besides teaching, she was central in administrative structures, including governance, accountability, and cultivating professionalism in all school processes toward leading the school into the future.

**Marcy Schepker** – Marcy Schepker is a teaching artist, interested in both building bridges between and nurturing of the individual and the community. Beginning as a teenager and continuing over the next 50 years, Marcy has worked artistically with groups and individuals in a variety of settings. Marcy has offered a home for the past 40 years to those in need offering a place to be cared for and or find their next step in life. She is a state juried member of the League of New Hampshire Craftsmen, on the visiting artist roster of the New Hampshire State Council on the Arts, and has represented New Hampshire twice in International Very Special Arts Festivals.

**Gene Calvano** -is a certified SCORE Mentor and Chapter Co-Chair of SCORE Meerimack Valley.

Cell: 603-540-7454

[gene.calvano@scorevolunteer.org](mailto:gene.calvano@scorevolunteer.org)

## **Appendix D: Proposed 5 year Budget and Pre-operations Budget**

Please See Attachment 3

## **Appendix E: Emergency Operations Plan**

Preliminary Emergency Operations Plan has been developed and will be further evaluated and refined once we have a permanent location.

## **Appendix F: Faculty and Staff Handbook**

### **Gathering Waters Chartered Public School Employee Handbook: Employment policies for Staff, Administration, and Teachers**

(To be revised by the Lead Admin and HR Committee and approved by the Board prior to school opening in the fall of 2021)

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## **Introduction**

This handbook is designed to acquaint you with Gathering Waters Chartered Public School (Gathering Waters) and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. This employee handbook is not a contract and is for your information only. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by Gathering Waters to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

The policies in this handbook are subject to change and may change at any time at the discretion of Gathering Waters. From time to time, you may receive updated information as to changes in policies. The only policy that will never change is our employment-at-will policy.

## **Mission Statement:**

The mission of Gathering Waters Chartered Public School is to offer students in the Monadnock region an education that enables them to discover their interests and capabilities, explore the surrounding world, and cultivate a lifelong love of learning, sense of community responsibility and understanding of environmental sustainability. We carry out this mission by providing an academically rigorous and engaging curriculum that integrates the arts, meaningful practical work, and service to the larger community.

Our vision is an inclusive school culture of compassion and respect where deep interest in others goes hand in hand with individual growth. The educational environment enables students to develop self-confidence, self-knowledge, intellectual flexibility, and the capacity for creative problem solving that supports ethical action in their local and global communities.

## **1 Employment**

### **101 Employment at Will**

Employment with Gathering Waters is voluntary. Employees are free to resign at will at any time, with or without cause. Although advance notice is not required, Gathering Waters requests at least 4 weeks' written resignation notice from all employees.

Similarly, Gathering Waters may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

The Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Gathering Waters and any of its employees.

The provisions of the handbook have been developed at the discretion of the Board of Trustees and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the sole discretion of the Board of Trustees of Gathering Waters.

### **102 Equal Employment Opportunity Statement**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Gathering Waters are based on merit, qualifications, and abilities. We will not discriminate in any aspect of employment including hiring and firing; compensation, assignment, or classification of employees; transfer, promotion, layoff, or recall; job advertisements; recruitment; testing; use of facilities; training and apprenticeship programs;

fringe benefits; pay, retirement plans, and disability leave; or other terms and conditions of employment. Gathering Waters encourages and welcomes diversity. Gathering Waters Chartered Public School will not discriminate on the basis of race, color, gender, gender identity, or gender expression, national or ethnic origin, age, religion, creed, disability, veteran's status, sex, sexual orientation, socioeconomic or marital status, genetic information, pregnancy and pregnancy related medical conditions in the selection of students or staff, access to its educational programs and activities, with respect to employment terms and conditions or in the administration of the school or in any other way that is prohibited by law.

We will not make employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of any of the above listed groups. We will not deny employment opportunities to a person because of marriage to, or association with, an individual of any of the above listed groups. We will also not discriminate because of participation in schools or places of worship associated with a particular racial, ethnic, or religious group.

Gathering Waters is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Gathering Waters is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. Gathering Waters will follow any state or local law that provides individuals with disabilities greater protection than the ADA. This policy is neither exhaustive nor exclusive. Gathering Waters is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

Gathering Waters will make reasonable accommodations for qualified individuals with known disabilities, serious injuries, or illness, unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Lead Administrator. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **103 Employment of Relatives Policy**

Hiring and/or promotion decisions must take into account that immediate family members may not have a direct supervisor-subordinate relationship, create an adverse effect on work performance or create a conflict of interest

### **104 Business Ethics and Employee Conduct**

Gathering Waters will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. In general, the use of good judgment, based on a collectively held standard of professional behavior and based on the core mission and values of the school, will guide employees with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your mentor and/or, if necessary, with the Lead Administrator for advice and consultation. Compliance with this policy of ethics and conduct is the responsibility of every employee of Gathering Waters. Disregarding or failing to comply with this standard of ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

### **105 Compliance with Immigration Law**

Gathering Waters is committed to employing United States citizens or those who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Gathering Waters within the past three years, or if their previous I-9 is no longer retained or valid. Gathering Waters will not discriminate on the basis of national origin or citizenship. Employees with questions or seeking more information on immigration law issues are encouraged to contact the Lead Administrator. Employees may raise questions or complaints about immigration law compliance without fear of reprisal. If Gathering Waters sponsors a visa for an employee and that employee terminates the employment agreement with GATHERING WATERS prior to the expiration of the visa, the employee must pay Gathering Waters the prorated cost for the unused duration of the visa.

### **106 Conflict of Interest:**

Any possible conflict of interest or issue of specific interest on the part of any member of the Board, officer or employee of Gathering Waters shall be disclosed in writing to the Board and made a matter of record through an annual procedure.

### **107 Organizational Oversight**

Our school leadership process follows the guidelines of the Alliance for Public Waldorf Education, which recommends the principle of shared responsibilities within established legal structures, for school governance. In Public Waldorf Schools collaboration among teachers, staff, administration and boards, with stakeholders' input, is the rule. A core organizing principle of Waldorf education is that decisions related to educational programming are best made by the teachers who are working directly with students every day. When possible those responsible for making such decisions act from knowledge and experience working with Rudolf Steiner's educational insights.

**The Lead Administrator** is responsible for maintaining and strengthening the school's administrative efforts. The major job responsibilities are: 1) oversee and provide leadership for the school's main administrative needs and 2) team with the Faculty Chairs to see that the school provides an effective, comprehensive, and educational offering to students and families. The Lead Administrator must thoughtfully share responsibility and leadership with the Faculty Chairs to integrate and balance Waldorf pedagogical program requirements with her/his own administrative and operational requirements, as well as with the legal/fiduciary responsibilities of the Board of Trustees.

**Faculty:** In addition to teaching responsibilities, faculty members carry responsibility for ongoing festival life and events in the school, as well as curriculum development, student studies, and scheduling needs. The insights of Rudolf Steiner's anthroposophy underlying and inspiring Waldorf education are that the individual is a being of body, soul, and spirit; that teaching is an art; and that teachers need to be active on a path of self-development. A main responsibility of the Faculty is to cultivate and nourish a healthy pedagogical impulse in the school. Faculty make a commitment to actively work with the guidelines for inner work and teacher meditations that Rudolf Steiner provided for Waldorf teachers. The Faculty choose a Lower and Upper School Chair.

**The Faculty Chairs:**

- coordinate and facilitate communication and timely decision-making in a manner that serves the true pedagogical impulses of Waldorf education.
- Make agendas for and chairs Council meetings.
- Is a member of Gathering Waters Board of Trustees.
- Maintain awareness of teacher/mentor relationships; is available to meet when necessary
- Maintain awareness of staffing needs and works with Lead Administrator and the Board committee to fill teaching vacancies
- Supports ongoing teacher evaluations
- Works with the Lead Administrator and the Board to maintain overall awareness of existing policies, the financial picture of school, long and short-term goals of school and school activities, and shares this information with the Council as needed

**The Leadership Council** made up of the Lead Administrator and the Lower (1-5) and Upper School (6-12) Faculty Chairs is responsible for training, supervising, supporting and reviewing all faculty members as well as supporting students and families who may require special care. The Council develops, monitors, and reviews the curriculum as well as the daily schedule and future planning. The council also takes on the review of pedagogical issues. It is the responsibility of the Board to approve recommendations regarding hiring of faculty submitted by the Leadership Council.

**The Board of Trustees** has the final responsibility for fiscal and legal matters and is accountable for the school and its operations. The Board of Trustees is made up of four parent representatives, one or two teacher representatives appointed by the Faculty, the Lead Administrator, Business Administrator, and four community members.

**The Administration:** The administration team (Lead Administrator, Business Administrator, Admin Assistant, Development Coordinator) is responsible for all non-teaching functions that keep the school operating smoothly, including office coordination, oversight of facilities and finances, development, marketing, enrollment, and admissions. The administration team works under the supervision of the Lead Administrator and at the service of the Faculty, the Board of Trustees, and parents to best serve the students, parents, faculty, and community.

**Parent Council:** The Parent Council serves the school by supporting and facilitating school activities, celebrations, fund-raising, and special events in an effort to foster a strong school community.

**108 Separation of Employment**

Gathering Waters is an at will employer. The school requests that each faculty member complete their current school year. In the event of resignation, advance notice should be given when a faculty member submits their letter of intent for the upcoming school year (January).

Administrative staff should provide one month's notice. All resignations should be submitted in writing to the Lead Administrator

**109 Severance**

In the event of employment termination, severance may be provided to the employee. Severance benefits will be determined on a case by case basis by the faculty, board and administration.

Severance will not be provided in the case of retirement, resignation, death, after returning to employment at the school after a reduction in force, or if an employee is dismissed for cause.

## **2 Employment Status & Records**

### **201 Employment Classification Categories**

It is the intent of Gathering Waters to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and Gathering Waters.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by Gathering Waters.

In addition to the above categories, each employee will belong to one other employment category:

**FULL-TIME SALARIED:** Employees who are not in a temporary or introductory status and who are regularly scheduled to work Gathering Waters' full-time schedule. Generally, these employees are eligible for Gathering Waters' benefit package, subject to the terms, conditions, and limitations of each benefit program. This is typically an Exempt role.

**PART-TIME SALARIED** -Employees who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the full-time work schedule. These employees are eligible for some benefits sponsored by Gathering Waters, subject to the terms, conditions, and limitations of each benefit program. This is typically a Nonexempt role.

**PART-TIME HOURLY:** These are employees who are not assigned to a temporary or introductory status and are regularly scheduled to work less than the full-time work schedule. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of GATHERING WATERS' other benefit programs. This is typically a Nonexempt role.

**CONSULTANTS:** Individuals hired by the school as independent contractors are not eligible for benefits.

### **202 Work Schedules**

**WORK SCHEDULE FOR FULL TIME SALARIED TEACHERS:** Available during working day, 7:30-3:15 (1 period excepted) end of August through June. • Attend faculty meetings, scheduled events, others as required. • Carry specific school responsibilities as needed.

**WORK SCHEDULE FOR PART TIME SALARIED TEACHERS:** Part-time teaching schedules will be set by the Faculty Council in conjunction with the Lead Administrator.

### **WORK SCHEDULE FOR FULL TIME SALARIED OFFICE STAFF AND**

**ADMINISTRATION:** The normal work schedule for all full-time salaried employees is 8 hours a day, 5 days a week. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. • Work 7:30-3:30\* every weekday during the two weeks immediately following the end of the school year and the two weeks immediately preceding the beginning of the next year \*Administrative schedules may vary from 7:30 am -3:30 pm • Attend meetings and scheduled events and others as required during the school year • Midsummer Flex time: Work 35 hour week, ensuring daily coverage by someone during core hours of 7:30 – 3:30

All employees who work more than five consecutive hours are entitled to a 30-minute meal break. For hourly employees the break is considered unpaid time.

### **203 Access to Personnel Files and Employment History**

Gathering Waters maintains a personnel file on each employee. The personnel file includes such information as the employee's resume, records of continuing education, documentation of salary, and other employment records.

Personnel files are the property of Gathering Waters. Employees who wish to review their own file should contact the Lead Administrator. With reasonable advance notice, employees may review their own personnel files in the Gathering Waters offices and in the presence of an individual appointed by Gathering Waters to maintain the files.

Inquiries received by employees of the school from outside organizations (including other Waldorf schools) regarding references for a current or former employee are referred to the Office Manager. It is the school's policy to provide information confirming the individual's date(s) of employment at the school.

Employees of the school are not authorized to provide information regarding a current or former employee without the express written authorization of the Lead Administrator, unless the employee has been requested to act as a personal reference for an individual. In this case, the employee is providing the reference in a personal, not a professional, capacity.

### **204 Employment Reference Checks and Applications**

To ensure that individuals who join Gathering Waters are well qualified and have a strong potential to be productive and successful, it is the policy of Gathering Waters to check the employment references of all applicants as well as to conduct a criminal background check. Gathering Waters relies upon the accuracy of information presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

The Leadership Council will respond to all professional reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be substantiated by Gathering Waters 's records.

Professional reference letters and verbal professional references for current or former employees may only come from the Lead Administrator or be approved of by the Lead Administrator.

### **205 Personnel Data Changes**

It is the responsibility of each employee to promptly notify Gathering Waters of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Business Office.

### **206 Job Descriptions**

Gathering Waters makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes a job information section, a job summary section (giving a general overview of the job's purpose), and an essential duties and responsibilities section. The job descriptions are maintained to aid in orienting new employees to their jobs and identifying the requirements of each position.

The Leadership Council along with the HR Committee of the Board prepares job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect

any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done. Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact the Lead Administrator if you have any questions or concerns about your job description.

## **207 Review Process and Performance Appraisal**

### **Administration Performance Evaluation**

Gathering Waters will conduct an annual evaluation of administrative positions. The purpose of the evaluation is to improve administrative functioning to ensure that the school is fulfilling its mission and complying with all provisions of the charter. Prior to the opening of school the HR committee will create an evaluation rubric for each position detailing responsibilities and performance objectives. The evaluation rubrics will be completed by the employee being evaluated (self-evaluation) as well as the employee's manager (see organizational chart on page 12) and any other relevant personnel. In the case of the Lead Administrator evaluation rubrics will be completed by members of the Board, Faculty Chairs, Parent Council and at least one other administrative personnel. Emphasis will be on identifying strengths, areas of improvement and annual goals. An in-person evaluation shall then be conducted to discuss performance and establish key performance indicators which can be reviewed monthly. A written evaluation will be completed and placed in the employee's personnel file. If an employee is found to be underachieving in his or her performance, recommendations for improvement will be made and a 1 month follow-up evaluation scheduled. The power to dismiss any administrator based on the school's needs or expectations not being met will be held by the Board.

### **Faculty Performance Evaluation**

In anticipation of becoming a member of the Alliance for Public Waldorf Education, Gathering Waters will align its criteria for teacher evaluation with the Alliance's standards for Waldorf teachers, which cover curriculum planning, student assessment, lesson delivery, classroom management, and faculty collaboration.

Gathering Waters uses a system of peer review for evaluating teacher performance and ensuring high quality teaching. This system has been well-tested by other Public Waldorf Schools. The Faculty Chairs, in collaboration with the Lead Administrator will determine the details of the peer-review system, that is: at what frequency, by whom, and on what basis teachers will be evaluated. At the minimum the system will include a required evaluation each year during a two-year probationary period for new teachers; continued evaluation every other year for other teachers and mandatory annual classroom visits by colleagues for all teachers. An evaluation rubric will be established for use in teacher reviews. This will cover the three aspects of teaching, Planning, Presentation and Professionalism. The following is an example of the questions to be addressed:

#### **Planning:**

1. Lesson: are the plans clear, concise and related to the subject?
2. Foresight: is the year planned out?
3. Are reports and evaluations submitted on time?

4. Classroom organization: is the room tidy, aesthetically pleasing and stocked with appropriate materials?
5. Is homework returned in a timely manner?
6. Are the main lesson books corrected on time and are they a good reflection of the subject and the developmental level of the students?

**Presentation:**

1. Does the teacher have a good grasp of the content?
2. Is the teacher well-organized and prepared?
3. Is the lesson at a level the student can understand and participate in?
4. Is the lesson balanced and presented as a unified whole in a 3-fold manner?
5. Is the lesson presented in an imaginative, lively, and thought-provoking way?
6. Does the teacher use oral and written language correctly and with good diction?
7. Is there adequate class participation and discussion?
8. Are there a good working relationship between teachers and students?
9. Is there a good working relationship between teachers and students?
10. Is the lesson paced in such a way that it allows for breathing in the lesson?
11. Homework: Does it fit with the school's expectation and support the students; participation in the curriculum?

**Professional**

Does the teacher:

1. Manage student conflicts well?
2. Participate in school functions?
3. Take initiative and follow through on it?
4. Have an openness and willingness to work with and consider suggestions, guidance, and feedback from mentors, colleagues, and the review process?
5. Begin and end classes on time?
6. Cooperate, work with and support colleagues?

The system is subject to Board approval and must involve outside peer reviewers in addition to peers within the school, the Faculty Chairs and the Lead Administrator. As new teachers are hired to serve an expanding student body, mentoring of new teachers by senior teachers will be provided.

**3 Employee Benefits Programs**

**301 Employee Benefits**

Eligible employees at Gathering Waters are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law. Benefits eligibility is dependent upon a variety of factors, including employee classification. The Lead Administrator and Business Administrator can identify the programs for which you are eligible. Some benefit programs require contributions from the employee and some are fully paid by Gathering Waters.

**302 Paid Time-Off Benefits**

Paid time-off (PTO) is available to all staff to provide opportunities for rest, relaxation, and personal pursuits. Paid time-off is inclusive of vacations and personal days.

Administrative Staff and Full Time Faculty: 3 weeks upon hiring • Accrue 1 day per year up to 4 weeks at 5 years

For all part-time salaried employees paid time-off is prorated based on part-time allocation. Part-time hourly employees are not eligible for paid time-off. In the event that available PTO is not used by the end of the benefit year, employees forfeit the unused time.

To take PTO or report an absence, all faculty and staff should complete a Leave Request Form. Requests will be reviewed based on a number of factors, including school needs and staffing requirements. Absences and PTO approvals will be reported to the Office Manager for tracking.

### **303 Holidays**

Gathering Waters will grant holiday time off to all full-time salaried and part-time salaried employees on the holidays listed below. Part-time hourly employees and Consultants are not eligible for paid holidays. • Dec 25 – Jan 1 • Martin Luther King, Jr. Day • Good Friday (Friday before Easter) • Memorial Day (last Monday in May) • Independence Day (July 4) • Labor Day (first Monday in September) • Fall Break (Friday & Monday in October, usually at Columbus Day) • Thanksgiving (fourth Thursday in November) • Day after Thanksgiving If Independence Day falls on a weekend, the holiday will be taken on the adjacent weekday.

### **304 Workers' Compensation Insurance**

Gathering Waters provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform the Lead Administrator within 24 hours. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Neither Gathering Waters nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Gathering Waters.

### **305 Health Days**

Gathering Waters provides health days to full-time salaried and part-time salaried employees (leading & not leading a program). Health days for part-time salaried employees are prorated based on employment percentage - this includes teachers/faculty, office and administrative staff. Part-time hourly employees and consultants are not eligible for sick leave benefits.

Eligible employees will accrue health days at the rate of 10 days per year. Health days are calculated on the basis of a "benefit year," the 12-month period that begins July 1. These do not accrue from one year to the next.

Health days are intended solely to provide income protection in the event of unexpected absence due to illness or injury. They may be used to tend to either physical or mental well-being. They may also be used to tend to an employee's sick child(ren). They may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

Please note: You do not have to discuss your serious illness or injury with anyone unless you choose to do so. If you decide to inform the Lead Administrator about your situation, any information that you disclose will be held in the greatest confidence. All employees are

prohibited from disclosing the personal health information of another employee. Any medical information which we receive will be kept confidential.

**306 Jury Duty** Gathering Waters encourages employees to fulfill their civic responsibilities by serving jury duty when required. Eligible employees may request up to 1 week of paid leave per jury duty session. Employee classifications that qualify for paid jury duty leave are full-time salaried and part-time salaried (leading or not leading a program). Jury duty pay will be calculated on the employee's base pay rate. Sick leave, and holiday benefits will be unaffected by jury duty leave. Gathering Waters will continue to provide health insurance benefits for the full term of the jury duty absence.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to the Lead Administrator as soon as possible so that the arrangements may be made to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either Gathering Waters or the employee may request an excuse from jury duty if, in Gathering Waters' judgment, the employee's absence would create serious operational difficulties.

### **307 Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees who are enrolled in the school plan and their qualified beneficiaries the opportunity to continue health insurance coverage under Gathering Waters' health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Gathering Waters group rates plus an administration fee. Gathering Waters provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Gathering Waters health insurance plan. The notice contains important information about the employee's rights and obligations.

### **308 Professional Development**

Gathering Waters provides time off for professional development. All full-time salaried employees (including office and administrative staff) receive 2 professional days per year. Teachers are not normally allotted professional days during the school year but may request an exception to be approved by the Faculty Council and Lead Administrator. Part-time salaried employees receive a prorated number of days based on their employment percentage. In addition to time off, Gathering Waters also provides a professional development benefit stipend to full-time salaried and part-time salaried employees based on an amount determined by the budget each year. The benefit stipend for part-time salaried employees is prorated based on employment percentage. Employees should contact the Lead Administrator for more information or questions about professional development.

All requests for professional days must be made in writing and in advance to the Faculty Chair and Lead Administrator. If approved for a professional day, faculty members must find a substitute for all classes and duties. Then the Lead Administrator should receive a written description of who will be substituting. This is important so that the office knows who is in the school each period of every day.

### **309 Health Insurance**

Gathering Waters' health insurance plan provides employees access to medical insurance benefits. Full time employees are eligible to participate in the health insurance plan subject to all terms and conditions of the agreement between Gathering Waters and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Details of the health insurance plan are available from the Business Administrator. Information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Office Manager for more information about health insurance benefits.

HIPAA The Health Insurance Portability and Accountability Act (HIPAA) limits exclusions for preexisting conditions, prohibits discrimination against employees and their dependents based on their health status and allows for individuals who have experienced certain events to “Special Enroll” into a Health Plan sponsored by Gathering Waters or another company’s Health Plan.

Gathering Waters has taken steps to ensure that the Health Plan(s) that we sponsor fully comply with the HIPAA exclusions on preexisting conditions. Gathering Waters has also reviewed our internal policies and procedures to ensure that we do not discriminate against employees or their dependents based upon health status. Eligible individuals may enroll in the Health Plan(s) sponsored by Gathering Waters regardless of current health status.

Special Enrollment rights apply under two broad sets of circumstances. The first set of circumstances relate to the loss of other health coverage. If you originally declined coverage at Gathering Waters because you already had other health coverage, you may have the opportunity to Special Enroll in the event that you lose that other coverage. The definition of a “loss of coverage” is quite complex. You may refer to your Notification of Special Enrollment Rights to learn more about a loss of coverage or you may contact the Lead Administrator if you have additional questions.

The other circumstances which may trigger a special enrollment opportunity are changes in your family. In the event that you gain a new dependent as a result of marriage, birth, adoption or the placement for adoption, you may have the opportunity to Special Enroll yourself and/or the new dependent in a Gathering Waters Health Plan. As is the case with loss of coverage, there are special rules that regulate who may be added to the Health Plan as a result of special enrollment. You may refer to your Notification of Special Enrollment Rights to learn more about covering a new dependent or you may contact the Lead Administrator if you have additional questions.

Most Special Enrollments must be reported to us within 30 days of the event that triggered the Special Enrollment rights. For example, if you lose coverage under another employer’s health plan on the 1st of the month, you must request Special Enrollment with GATHERING WATERS by the 30th of the month. The same 30-day rule applies to most other Special Enrollment opportunities such as marriage. The exception to the 30day rule is when coverage is lost under the State Children’s Health Insurance Program (SCHIP) or Medicaid. A loss of coverage under SCHIP or Medicaid must be reported to us within 60 days of the event.

Coverage will generally be effective under our plan on the 1st day of the month following your notification to us. The exception to this rule relates to the birth or placement for adoption of a new child. Coverage for new children will be effective retroactive to the date of birth or date of adoption. **IT IS VERY IMPORTANT THAT YOU NOTIFY US WITHIN 30 DAYS OF A BIRTH OR PLACEMENT FOR ADOPTION.** Some employees incorrectly assume that because they are covered under a Gathering Waters health plan, their child will automatically be covered. Your new child will only be covered retroactive to their birth or placement for adoption if you

notify us within 30 days. Due to the restrictions of our insurance contract(s), we are unable to make exceptions to this policy.

Gathering Waters provides all employees with a Notification of Special Enrollment Rights before they are offered coverage in the Health Plan(s) sponsored by Gathering Waters. This notification gives you important information about your Special Enrollment rights. If you have lost your Notification of Special Enrollment Rights, you can request a copy from the Office Manager.

If you decline enrollment under Gathering Waters' plan for yourself or your dependents we will ask you to complete a Declination of Enrollment form. This form will be kept on file to document the reason(s) why you declined coverage. Our insurance contract(s) may require that we provide them with a copy of this form in the event that you request a Special Enrollment due to loss of other coverage. We may also need evidence of the date that your other coverage was lost. The most common form of evidence is a Certificate of Creditable Coverage. A Certificate of Creditable Coverage may be automatically mailed to you when your other coverage is lost. Providing a copy of this certificate will help us ensure that your Special Enrollment is processed quickly and efficiently. If you do not have a Certificate of Creditable Coverage, there are other ways you can demonstrate the loss of other coverage. If you have any questions, contact the Office Manager.

Gathering Waters' Health Plan(s) offer an annual Open Enrollment period. If you have previously declined coverage for yourself or your dependents but have not experienced a Special Enrollment event, you may have the opportunity to enroll during our Open Enrollment period. Our Open Enrollment period begins November 1st and ends November 15th of each year.

### **310 Life Insurance**

Life insurance offers Gathering Waters employees and their family important financial protection. Gathering Waters provides a basic life insurance plan for eligible employees at no cost to the employee. Full time salaried employees are eligible to participate in the life insurance plan subject to all terms and conditions of the agreement between Gathering Waters and the insurance carrier. Details of the basic life insurance plan including benefit amounts are available from the Business Administrator.

### **311 Long-Term and Short-Term Disability**

Long-term disability (LTD) benefit is provided for Full time salaried to help them cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work. Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between Gathering Waters and the insurance carrier. This benefit is provided at 60% of regular salary and at no cost to the employee. For details of the LTD benefits plan including benefit amounts, and limitations and restrictions contact the Office Manager.

**Short-term disability (STD)** is not provided. Please refer to FMLA under Section 4.

### **312 Self Directed IRA**

If the budget allows Gathering Waters will establish a simple IRA into which an employee may direct pre-tax funds which will be matched up to 3%. This savings plan provides employees the potential for future financial security for retirement. Full time salaried employees that work more than 1,000 hours per year would be eligible to receive this benefit after one year of employment. Eligible employees may participate subject to all terms and conditions of the plan. For complete details of the self-directed IRA savings plan contact the Business Administrator.

### **313 Flexible Spending Account (FSA)**

Gathering Waters may provide a Flexible Spending Account (FSA) and Dependent Care program that allows employees to have pre-tax dollars deducted from their salaries to pay for eligible out-of-pocket expenses. The pre-tax contributions made to the FSA can be used to pay for predictable non-reimbursed health care expenses or dependent care during the plan year. Through the FSA program, you can reduce your taxable income without reducing your real income, so that you can keep more of the money you earn. Participation in the Health Care FSA is optional and determined on an annual basis for the plan year. You must enroll for each plan year. You determine how much to contribute to the account, up to a specified maximum, based on anticipated expenses during the plan year. Contributions are directed to the account through salary reduction on a pre-tax basis. This tax-free money is then available to you for reimbursement of out-of-pocket expenses. Information about maximum yearly contributions and further details about the FSA can be obtained from the Business Administrator. Participation in Dependent Care program is optional and determined on an annual basis for the plan year. You must enroll for each plan year. You determine how much to contribute to the account, up to a specified maximum, based on anticipated expenses during the plan year. Contributions are directed to the account through salary reduction on a pre-tax basis. This tax-free money is then available to you for reimbursement of out-of-pocket expenses. Any funds remaining at the end of the plan year are forfeited. Contact the Business Administrator for more information on the Flexible Spending Account program and to obtain enrollment and reimbursement forms and worksheets with examples of reimbursable and non-reimbursable expenses.

#### **4 Leaves of Absence**

**401 Family Leave (FMLA)** The Family and Medical Leave Act (FMLA) provides up to 12 weeks of unpaid, job-protected leave per year to full time and part time salaried employees leading programs. Their group health benefits will be maintained during the leave. FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women. FMLA provides an eligible employee with up to 12 weeks of unpaid leave each year for any of the following reasons: • for the birth and care of the newborn child of an employee; • for placement with the employee of a child for adoption or foster care; • to care for an immediate family member (spouse, child, or parent) with a serious health condition; or • to take medical leave when the employee is unable to work because of a serious health condition. Employees are eligible for leave if they have worked for Gathering Waters for at least 12 months, at least 1,250 hours over the past 12 months. Whether an employee has worked the minimum 1,250 hours of service is determined according to FMLA principles for determining compensable hours or work.

Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave. Eligible employees should make requests for family or medical leave to the Lead Administrator at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities. So that an employee's return to work can be properly scheduled, an employee on family or medical leave is requested to provide Gathering Waters at least two weeks advance notice of the date the employee intends to return to work. When a

medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified. An employee may appeal for payment under circumstances of financial hardship. The school may, at its sole discretion, pay such individual for a portion of the 12-week period, subject to a maximum of 6 weeks. Documentation of financial hardship must be provided to the school for review. Decisions regarding appeals to the unpaid policy will be made by the Executive Committee.

#### **402 Employee Medical Leave**

Employees should make requests for medical leave to the Lead Administrator at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. An employee may appeal for payment under circumstances of financial hardship. The school, may, at its sole discretion, pay such individual for a portion of the 12-week period, subject to a maximum of 6 weeks. Documentation of financial hardship must be provided to the school for review. Decisions regarding appeals to the unpaid policy will be made by a group to be determined with representation from the administration, faculty and board.

#### **403 New Hampshire Pregnancy Disability Leave**

Gathering Waters will allow eligible employees to take time off work if they have a disability relating to pregnancy, childbirth, or related conditions. Employees are entitled to be restored to the same or a comparable position when they are able to return to work, unless business necessity makes this impossible or unreasonable.

#### **404 Bereavement Leave**

When a death occurs in an employee's immediate family, they will be provided with 3 days of paid leave to attend the funeral or make funeral arrangements. Any additional time off will be without pay or using PTO days. Immediate family is defined as spouse, parent, child, brother or sister, grandparent or grandchild, spouse's parent, child, brother or sister, grandparent and grandchild. It is the policy of Gathering Waters to work with employees in an attempt to accommodate requests for Bereavement Leave for individuals other than those who meet the definition of immediate family. We understand that other relationships may be as significant to you as your immediate family and will endeavor to the extent possible, without undue disruption to our operations, to provide reasonable time off without pay when you request it.

#### **405 Educational Leave**

Gathering Waters may offer unpaid leave for employees pursuing educational studies. To learn more about this policy, please speak to the Lead Administrator.

#### **406 Military Leave**

Gathering Waters is committed to complying with all aspects of The Uniformed Services Employment and Reemployment Rights Act (USERRA). USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to perform duty in the "uniformed services" which include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services. Gathering Waters does not discriminate against past and present members of the uniformed services, and applicants to the uniformed services. We will not deny initial employment, reemployment, and retention in employment, promotion or any benefit of employment based on your military status. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Notice should be as far in advance as is

reasonable under the circumstances. The leave will be unpaid. However, employees may use any available paid time off for the absence. If you leave your job to perform service in the uniformed services, you may have the right to be reemployed in the position that you would have attained if you had stayed continuously employed or in a comparable position if the cumulative period of military service with Gathering Waters does not exceed five years and you are not released from service under dishonorable or other punitive conditions. Upon completing service in the military services, you must notify Gathering Waters of your intent to return to your position by either reporting to work or submitting a timely application for reemployment, depending upon your length of service. Individuals performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however, you may be required to pay up to 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the service member had remained employed. Even if you do not elect to continue coverage during your military service, you have the right to be reinstated in Gathering Waters' health plan when you are reemployed, generally without any waiting periods or exclusions (e.g. pre-existing condition exclusions) except for service-connected injuries. For purposes of pension plan participation, vesting, and accrual of benefits, USERRA treats military service as continuous service with the employer.

#### **407 Pregnancy-Related Absences**

Gathering Waters will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this handbook and all applicable federal and state laws. Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family or personal leave.

#### **408 Parental Leave**

Gathering Waters will offer up to two weeks of paid parental leave. Employees should provide as much advance notice as possible so the school can plan accordingly.

### **5 Payroll and Time Keeping**

#### **501 Compensation Program**

The compensation program at Gathering Waters was created to achieve consistent pay practices, comply with federal and state laws, and reflect our commitment to Equal Employment Opportunity. Compensation for every position is determined by several factors, including the essential duties and responsibilities of the job. Gathering Waters periodically reviews its salary administration program and restructures it as necessary. Employees should bring their pay-related questions or concerns to the attention of the Lead Administrator, who is responsible for the fair administration of pay practices. The Lead Administrator is also available to answer specific questions about the salary administration program.

#### **SALARIED TEACHERS:**

The salary for teachers is based on a structure that includes: • Base salary • Waldorf and non-Waldorf teaching experience increments • Waldorf certification increments • Advanced degree increments for Masters and Doctoral degrees. Salaries for part-time teachers are prorated based on employment percentage. Teachers who do not work a full school year will receive a pro-rated portion of their salary based on their start date as determined by the Lead Administrator.

**ALL OTHER POSITIONS:**

The compensation for all other positions is determined individually based on the nature of the work, responsibilities and hours of employment and is stated in the annual employment letter. All overtime work performed by non-exempt workers must be approved in advance by their supervisor. Failure to obtain supervisory approval will result in disciplinary action. Overtime will be paid to non-exempt employees at a rate of one and one-half the employee's regular rate of pay for all hours worked over 40 in a work week. Overtime is based on hours actually worked. Time off on personal time, holidays, vacation, sick time or any leave of absence will not be included when calculating overtime.

**SUBSTITUTION POLICY:**

As a member of the Staff/Faculty of Gathering Waters, you are expected to help support (your) colleagues in times of illness. In practical terms, this translates into an agreement that among us we share the responsibility for filling in when one of our colleagues is unable to teach.

**Substitute Pay**

Substitutes will be paid on the regular payday following their substitution if and only if the Office Manager receives a TEACHER'S ABSENCE REPORT signed by both teacher and substitute. Full day is 8 a.m. to 3:15 p.m. Substitutes should leave classrooms in order and clean at the end of the day.

**Faculty Attendance Record:**

The Faculty Attendance Record is kept by the Administrative Assistant and monitored by the Lead Administrator. All absences, whether or not a substitute is hired, need to be reported to the Office Manager. Coverage for special subjects teachers: When a special subject teacher is absent, every effort will be made to cover every period and duty. Sometimes this simply is not possible, and then class teachers will be asked to take their class during that special subject period. Class teachers may also be asked to cover duties and dismissal.

**502 Timekeeping**

Nonexempt employees should accurately record the time they begin and end their work.

**503 Payment of Wages**

All employees are paid semimonthly on the 15th and 30th of the month. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation. Employees are either paid based on 20 or 24 pay periods; year-round positions have 24 pay periods, school year positions have 20 pay periods.

**504 Administrative Pay Corrections**

Gathering Waters takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Office Manager so that corrections can be made as quickly as possible.

**505 Pay Deductions**

The law requires that Gathering Waters make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Gathering Waters also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." Gathering Waters matches the amount of

Social Security taxes paid by each employee. Gathering Waters offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Office Manager can assist in having your questions answered.

## **6 Work Conditions**

### **601 Safety**

To assist in providing a safe and healthful work environment for employees, students, and visitors, Gathering Waters has established a workplace safety program. This program is a top priority for Gathering Waters. Its success depends on the alertness and personal commitment of all. Gathering Waters provides information to employees about workplace safety and health issues through regular internal communication channels such as faculty and staff meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the Lead Administrator or Business Administrator. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Lead Administrator. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

### **First Aid**

Prior to the beginning of school each year all employees are required to participate in first aid and emergency training. All employees are provided with a copy of the Emergency Operations Plan. In the event of a life-threatening accident or condition, immediately dial 911. Do not assume that someone else has already called 911. If you are not personally aware of the call being made, call 911. It is better for there to be multiple 911 calls for the same incident than none at all. Notify the Administrative Assistant immediately in the case of any accident or illness, even if it seems to be minor. First aid kits are kept in various locations. Please make yourself aware of the nearest first aid kit. If you have a question regarding first aid kit locations, contact the Administrative Assistant or Business Administrator. In the event that you administer first aid it is very important to protect yourself from the transfer of body fluids. Each first aid kit contains gloves and these should be used when assisting fellow employees. A strong disinfectant should be used to clean up. Supplies in the first aid kits are the property of the school and are solely provided for treatment of school related injuries. On the job injuries and accidents may be covered under Workers' Compensation and should be reported within 24 hours to the Office Manager.

### **602 Contagious Illness**

It is the goal of Gathering Waters to maintain a healthy workplace for all persons, and in order to do so Gathering Waters evaluates contagious illnesses to determine whether or not an employee with a contagious illness will pose a threat to the health of himself or herself, other employees or customers.

### **603 Facility Access & Visitors**

Gathering Waters' goal is to maintain maximum security and safety at a minimum inconvenience to employees. During school hours (8:30 - 3:00), school doors are locked. Visitors are expected

to check in at the office when entering and leaving the building as are students reporting late to school or leaving early.

#### **604 Emergency Operations Plan**

Please refer to the Gathering Waters Emergency Operations plan for all the emergency response procedures.

#### **605 Reporting Abuse or Neglect**

Under New Hampshire law, any person who has reason to suspect that a child has been sexually, physically, or psychologically abused or neglected is required to report to the State the suspected abuse or neglect. The report is to be made immediately to the Lead Administrator upon forming the suspicion of abuse or neglect.

If as a faculty or staff member, you have concerns about a student being abused or mistreated you must share these suspicions immediately with the Lead Administrator or Faculty Council Chair. These individuals will contact DCYF. If neither is available, you are required to contact the DCYF yourself at the number listed below. As soon as is practically possible, you must inform the Lead Administrator or Faculty Council Chair of the report so that the Mandated Reporter Form can be completed and submitted. Failure to comply with the above reporting requirements is a misdemeanor under New Hampshire law. While this legal obligation falls on each employee individually, Gathering Waters needs to know whenever your employment brings you into contact with any situation in which you suspect abuse or neglect of a child. In such circumstances, report your suspicions immediately to the Lead Administrator. Do not wait until the next business day; call the Lead Administrator at home. If they may not be reached, report the matter immediately to the Chair of the Faculty Council. However, if for any reason you are unable to confer immediately with the Administration or Chair of the Faculty Council, report your concerns to a colleague do not delay in making your report to the State. Sometimes circumstances arise in which, although an employee suspects abuse or neglect, s/he does not want to report it because the filling of the report may destroy his/her rapport with the family or individuals to whom the employee is providing services. However, failure to file a report of suspected abuse or neglect is a crime and places both the employee and Gathering Waters at risk. If you are struggling with a concern about possible abuse or neglect, you must discuss the matter at once with the Lead Administrator or the Chair of the Faculty Council.

**CHILD ABUSE HOT LINE 1-800-894-5533**

#### **606 Smoking**

In keeping with Gathering Waters' intent to provide a safe and healthful work environment, smoking is prohibited throughout the school and school grounds. This policy applies equally to all.

#### **607 Lactation/Breastfeeding**

It is the policy of Gathering Waters to support the health and well-being of working mothers and their children. As part of this policy, in compliance with the Patient Protection and Affordable Care Act of 2010, Gathering Waters will provide eligible employees with:

- Reasonable break periods to express milk during the first year following the birth of a child.
- A private area, other than a restroom, where the employee may express milk and be shielded from view and free from intrusion.
- Appropriate storage areas for pumps and other equipment as well as expressed milk

#### **Employee Responsibilities:**

- Notify your supervisor before taking your break
- Label your expressed milk. The label should identify it as expressed milk and include your name and the date it was expressed.
- Keep the breastfeeding area clean and tidy.

**608 School Telephones** Gathering Waters provides cellular telephones to some employees as a safety measure. They are provided to assist teachers in communicating during emergencies. Occasional, brief personal use is permitted within a reasonable limit.

Employees may be required to reimburse Gathering Waters for any charges resulting from their personal use of the school telephone. If employees choose to answer the telephone, the following requirements will ensure effective telephone communication.

- Employees should identify the name of the school and themselves when answering the telephone.
- Please confirm information received from the caller and be sure messages are delivered to the appropriate party.

### **609 Computers, Email and Internet Usage**

Computers, computer files, the email system, and software furnished to employees are Gathering Waters property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. Gathering Waters strives to maintain a workplace free of harassment and sensitive to the diversity of its employees.

Therefore, Gathering Waters prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale. Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other nonbusiness matters. Internet access is provided by Gathering Waters to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits. The computers assigned to each work station are to be used by the people in those positions, except when permission is granted. A computer for faculty use is in the office.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of Gathering Waters and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful. The equipment, services, and technology provided to access the Internet remain at all times the property of Gathering Waters. As such, Gathering Waters reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems. Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

### **610 Recording Devices Prohibited**

The use of all types of recording devices (including camera phones) is prohibited on school property or during working hours unless specifically permitted by the school. If taken for marketing purposes, all subjects must provide written permission to have their pictures used.

### **611 Personal Property**

Gathering Waters provides you with the supplies and equipment necessary to perform your job. Gathering Waters maintains the supplies and equipment that we provide to you in a manner we believe will allow you to work efficiently and safely. If you do not believe that you have the necessary tools, supplies or equipment to perform your job safely and efficiently, please discuss your concerns with the Faculty Chair, Business Administrator or the Lead Administrator.

Gathering Waters is not responsible for any lost, stolen or damaged personal property. Your personal property is not covered under our business insurance policy. Your personal property away from home may be covered under your Homeowners' Policy. You should check with your personal insurance agent to learn about the best way to protect your personal property. You may not bring any of the following items onto Gathering Waters premises; • Intoxicating beverages or narcotics • Firearms or weapons of any kind, even those who are licensed to carry weapons. • Sexually suggestive objects, pictures, cartoons, or posters • Items that are demeaning or offensive on the basis of race, color, age, sex, gender, disability, religion, national origin, ethnic background or citizenship. Gathering Waters reserves the right to prohibit other items that we believe may be disruptive to the school or constitute an unacceptable risk of loss.

### **612 Parking**

Gathering Waters provides parking facilities at the school. Gathering Waters is not responsible for theft or damage to personal vehicles or their contents. Under no circumstances should employees park in a designated fire lane or handicapped parking space (unless permitted with valid state-issued tags). These rules apply 24 hours a day 7 days a week.

### **Bicycle**

If you ride a bicycle to work, we have designated an area where you may secure your bicycle. We recommend that you purchase a strong chain or cable and a tamper-resistant lock for securing your bicycle. You may not bring your bicycle into our buildings or block any entrance or exit.

### **Handicapped Parking**

Only employees who possess valid state-issued tags may park in designated handicapped parking areas. If you do not have a state-issued tag or you are using another individual's tag, you may be subject to towing and or civil fines and penalties. These rules apply 24 hours a day, seven days a week.

### **613 Use of Your Personal Vehicle**

When pre-approved, when using your personal vehicle for Gathering Waters business, you will be reimbursed at the rate set by Gathering Waters multiplied by the actual miles driven. This is the total compensation for the use of your vehicle including gas, wear and tear and insurance costs.

### **614 Driving Students**

Employees who transport students in their own vehicle during school hours (for trips, from one campus to another etc.) must provide the Office Manager with proof of automobile insurance and a valid driver's license. For employees, proof of insurance is required because anyone transporting students in their own vehicle must have uninsured motorist coverage. This coverage is not provided by the school's automobile policy that covers borrowed and hired vehicles.

### **615 Business Travel and Expense Reimbursement**

Gathering Waters will reimburse employees for preapproved business travel expenses incurred. All business travel expenses should be submitted on the appropriate expense report. Receipts to support all expenses incurred should be attached. GATHERING WATERS reimburses employees for programmatic expenses that are approved as part of the school's annual budgeting process. Receipts and requests for reimbursements must be submitted to the business office within 90 days of incurred expense. Requests received after that period will not be reimbursed. They must also be submitted with the fiscal year (ending June 30).

### **616 Emergency Closings**

At times, emergencies such as severe weather can disrupt a scheduled school day. These circumstances may require a closing of the school. In the event that such an emergency occurs during nonworking hours, faculty and staff can expect to be notified by the school calling post system. It is our policy not to close school once the school day is in session.

When operations are officially closed due to emergency conditions, salaried employees will be paid as usual and hourly employees will not be paid.

### **617 Snow Day Policy**

Gathering Waters follows the Keene School District (SAU #29) in regard to snow days.

However, because of the wide-spread area covered by our students' and teachers' homes, we must reserve the right to cancel school at our discretion. School cancellations will be announced via calling post and WMUR as soon as possible after SAU notification. There will also be a pre-recorded message placed on the school phone.

### **DELAYED OPENING**

Occasionally, as a storm winds down and roads are being cleared in the early morning, the best strategy for the school day is to have a delayed opening. This allows us to provide our program to our students and to save "snow days" for when they are really needed. Gathering Waters will generally follow the decisions of SAU #29.

### **7 Employee Conduct & Disciplinary Action**

#### **701 Drug and Alcohol-Free Workspace**

While on Gathering Waters premises and while conducting school business off Gathering Waters premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

It should be noted that use of alcoholic beverages by chaperones or any adult on any school sponsored trip is inappropriate and should be avoided. For more details please refer to "Field Trip" section of the Parent Handbook.

#### **702 Workplace Violence Prevention**

Gathering Waters is committed to preventing workplace violence and to maintaining a safe work environment.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times.

Conduct that threatens, intimidates, or coerces another employee, a student, a school family, or a member of the public at any time, including off-duty periods, will not be tolerated. This includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Lead Administrator. This includes threats by employees, as well as threats by students, a school family, or any member of the public. All suspicious individuals or activities should also be reported as soon as possible to the Lead Administrator or Office Manager. Do not place yourself in peril. Gathering Waters will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, Gathering Waters may suspend employees, either with or without pay, pending investigation. Anyone determined to be

responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment. Gathering Waters encourages employees to bring their disputes or differences with other employees to the attention of Lead Administrator before the situation escalates. Gathering Waters is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

### **703 Workplace Harassment and Bullying Prevention**

Gathering Waters is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

### **704 Harassment**

Harassment is defined as unwelcome or unsolicited verbal, physical or sexual conduct which interferes with an employee's job performance or which creates an intimidating, offensive or hostile work environment. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of general harassment and sexual harassment examples:

- Questions or comments that unnecessarily infringe on personal privacy.
- Offensive, sexist, off color or sexual remarks, jokes, slurs.
- Propositions or comments that disparage a person or group on the basis of race, color, age, sex, pregnancy, gender, creed, disability, religion, national origin, ethnic background, military service or citizenship.
- Derogatory or suggestive posters, cartoons, photographs, calendars, graffiti, drawings, other materials, or gestures.
- Inappropriate touching, hitting, pushing or other aggressive physical contact or threats to take such action.
- Unsolicited sexual advances, requests, or demands, explicit or implicit, for sexual favors.
- Quid Pro Quo - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute quid pro quo when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment and, or (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual.
- Ethnic slurs, racial "jokes," offensive or derogatory comments or other verbal or physical conduct based on an individual's race/color or national origin or because an individual is affiliated with a particular religious or ethnic group or because of physical, cultural or linguistic characteristics.
- Comments based upon cultural traits, clothing or linguistic characteristics such as accent or dress associated with a particular ethnicity, country of origin or religion.
- Requirements or coercion to abandon, alter, or adopt a religious practice or subjection to unwelcome statements or conduct that is based on religion.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.

### **Harassment Reporting**

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to the Lead Administrator. If the Lead Administrator is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact a member of the Board of Trustees. You can raise concerns and make reports without fear of reprisal or retaliation. All allegations of harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be

protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any employee who becomes aware of possible sexual or other unlawful harassment must immediately advise the Lead Administrator or any member of the administration so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

### **705 Retaliation**

We will not fire, demote, harass, or otherwise “retaliate” against an individual for filing a charge of harassment or discrimination, participating in a discrimination proceeding, or otherwise opposing discrimination. Anyone who feels that he or she has been harassed or discriminated against should report such incidents to the Lead Administrator or Board of Trustees. Employees are encouraged to report harassment before it becomes severe or pervasive. Gathering Waters will promptly investigate all charges of violation of this policy. The confidentiality of persons reporting violations will be respected so far as practicable in conducting an investigation of such claims. If it is determined that harassment has occurred, we will take immediate and appropriate corrective action.

### **706 Problem Solving Procedure**

Gathering Waters is committed to providing the best possible working conditions for its employees and educational environment for students and families. Part of this commitment is encouraging an open and frank atmosphere in which any conflict, complaint, suggestion, or question receives a timely response within the school. Gathering Waters strives to ensure fair and honest treatment of all employees, students and families. All school community members are expected to treat each other with mutual respect and are encouraged to offer positive and constructive criticism.

Internal Grievance/Disputes arising from within Gathering Waters, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members, will be resolved pursuant to policies and processes developed by the school. The LEA shall not be involved with internal disputes of Gathering Waters unless Gathering Waters requests LEA involvement or it is legally required.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the conflict resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Gathering Waters in a reasonable, business-like manner, or for using the conflict resolution procedure. If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, and they do not feel that this can be resolved through informal measures, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents conflict in written form to the Faculty Chairs or Lead Administrator after the incident occurs.
2. If that person is unavailable or the employee believes it would be inappropriate to contact the Faculty Chairs or Lead Administrator employee may present the conflict to the Chair of the Board of Trustees.
3. The Lead Administrator or Board Chair responds to conflict during discussion or after consulting with others, when necessary, and documents discussion.
4. Any grievance or complaint that is not resolved by the above steps shall be brought before a subcommittee of the Board for hearing. This subcommittee will make recommendations to the full Board for action regarding the grievances and/or complaints brought forth.

5. In the case of grievances and/or complaints against the Board that cannot be resolved through informal means, a neutral third-party mediator shall engage the Parties in a voluntary and non-binding mediation session designed to facilitate resolution of the dispute. The cost of such mediation shall be split between the parties. If applicable, each party shall bear its own attorney fees which result from the dispute resolution process.

The above process also applies to any parent or student. In situations involving a classroom teacher or other employee they are encouraged to first bring their complaint to the teacher or employee in question. If they feel the issue is not resolved or it is not appropriate to bring to that person, they shall bring the concern in writing to the Faculty Chairs or Lead Administrator or the Board as above.

Conflicts, disputes, or claims not resolved through the preceding conflict resolution steps are subject to mediation. Not every conflict can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual conflicts can employees develop confidence in Gathering Waters. This confidence is important to the operation of an efficient and harmonious work environment.

In the case of disputes Between the LEA and Gathering Waters, an attempt will always be made to resolve them amicably and reasonably without resorting to formal procedures. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process unless legally required to do otherwise. In the event of a dispute between Gathering Waters and the LEA, the involved parties agree to frame the issue in a written format to be submitted to the Superintendent of the LEA and Gathering Waters Lead Administrator. The Lead Administrator and Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards who shall jointly meet with the Superintendent and Lead Administrator and attempt to resolve the dispute within 15 business days from the dispute statement. If this joint meeting fails to resolve the dispute, the Superintendent and Lead Administrator will identify a neutral third-party mediator to engage the Parties in a voluntary and non-binding mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Lead Administrator. Mediation shall be held within thirty business days of receipt of the dispute statement. The costs of mediation shall be split between the LEA and the Gathering Waters. If applicable, each party shall bear its own attorney fees which result from the dispute resolution process.

### **707 Attendance and Punctuality**

In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify the Main Office or the substitute coordinator, whichever is more appropriate, as soon as possible in advance of the anticipated tardiness or absence.

### **708 Attire and Grooming Dress**

Grooming, and personal cleanliness standards are important aspects of a healthy school community. During school hours or when representing Gathering Waters, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to

the requirements of your position and accepted social standards. Consult the Lead Administrator if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

### **709 Return of School Property**

Employees are responsible for items issued to them by Gathering Waters or in their possession or control, such as the following: \* equipment \* keys \* manuals \* cell phones \* tools \* curriculum materials Employees must return all Gathering Waters property immediately upon request or upon termination of employment. Where permitted by applicable laws, Gathering Waters may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. Gathering Waters may also take all action deemed appropriate to recover or protect its property.

### **710 Driving While on Company Business**

In the course of school trips and events, staff are not permitted to consume alcohol and are expected to follow all traffic laws so as not to endanger the safety of the students. To drive for school related business, including field trips, employees must provide the Office Manager with proof of automobile insurance (uninsured motorist) and a photo copy of a valid driver's license.

### **711 Employee Fraternalization**

Policy Fraternalization between employees at school is permitted but must be reported to the Lead Administrator. Reporting and mentorship relationships will be adjusted accordingly. Fraternalization between employees and students is prohibited and must be reported to the Lead Administrator immediately.

### **712 Social Functions**

Policy Faculty and staff are expected to adhere to school policies during school sponsored functions outside of school hours.

### **713 Disciplinary and Corrective Action**

Based on the nature of the issue, the Faculty Council Chair and or Lead Administrator will determine the appropriate action and document the issue in the employee's file. If the offending action is egregious, the matter should be brought to the Board of Trustees.

## **8 Communication**

### **801 Leaving the Building**

All teachers must communicate with office staff when coming and going during the school day, with or without students. Permission slips are required whenever students are transported in a vehicle. The office staff needs to know where teachers and students are and when they will return.

### **802 Class Communications**

All substantive communications must be reviewed by the Lead Administrator before leaving Gathering Waters. The office keeps a file for class correspondence.

### **803 Parent Complaints**

Meaningful complaints made to faculty or staff should be reported within 24 hours to the Lead Administrator.

### **804 Open Door Policy**

Gathering Waters encourages open communication between employees and management, and that concerns should be voiced so that a resolution may be agreed upon. See above problem solving procedure should a conflict arise.

### **805 Media Relations Policy**

All media inquiries and external communication must be approved by the Lead Administrator.

### **806 Social Media**

The relationship between Gathering Waters employees and its students and parents requires that all employees exercise particular care when using social networking sites. Employees are expected to maintain a professional relationship with both parents and students at all times. To help achieve this environment, all employees are asked to adhere to the following guidelines: We strongly discourage faculty and staff from accepting social media communication requests from current students. It is further recommended that faculty and staff discourage communication from parents of current students via social media platforms. If a current student or parent messages a faculty or staff member through a social networking site, the employee should redirect them to their school email. Employees are not permitted to post on their social networking profile pages photographs of students, messages about them, or any other material that comes from the school with the exception of marketing content posted by the school.

### **807 Calendar**

Teachers should request approval for proposed class evenings, field trips, plays, etc. through the Office Coordinator in writing (email is strongly preferred). Once approved, dates and times for the event will be posted on the shared calendar by the Main office. Oversight for the school's Master calendar is maintained by the Administrative Assistant. The goal is to ensure school families and facilities are not over or double booked.

# Gathering Waters Elementary School Student-Parent Handbook

*This is a draft handbook. Once approved by the Board of Trustees and Leadership Council the page numbers will be added.*

[school address, phone numbers, and website to be added]

Dear Parents,

We are happy that you have placed your student in Gathering Waters School. Our highest goal is to assist you in helping students to reach their full academic and social potential and to develop a lifelong love of learning.

What follows is practical information concerning schedules, policies, lines of communication, and parent involvement in Gathering Waters. We would like all elements of the school to be as clear and transparent as possible. Please take time to read this handbook carefully. It will help us to work together toward our common goal of an excellent, comprehensive and enjoyable education for the students of the school.

If you have any questions, suggestions, or concerns, we depend on you to let us know. We are committed to working together for the good of each student and for the good of the school community.

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### IMPORTANT CONTACTS

At Gathering Waters Charter School we strive to be open and responsive in all dealings with community members. We hope that our educational ideal of respect and deep regard for each individual child is reflected in the way that we approach issues brought by parents or others. We are committed to bettering the school as an organization, and both the Faculty and Board welcome your interest and your questions about Gathering Waters Charter School.

### SCHOOL DIRECTORY

Each fall, school directory is made available to each family on Big Sis and includes all teachers and students at the school. A limited number of printed versions are available. Parents and family members agree to keep the school directory information and other personal or private information about students and their families confidential, restricted for school purposes only, and not disclose such information to any third party.

When you need specific information or have a question not covered adequately by this handbook, you may find the following directory helpful.

### PEOPLE

*TBD*

## CAMPUS TRAFFIC & PARKING

TBD

## DAILY SCHEDULE

TBD

## GRADE SCHOOL

Monday - Friday 8:00 am- 3:00 pm  
(Drop-off after 7:30am)

## ON-TIME ARRIVAL

The opening of each school day is a special moment for the teachers and the children at Gathering Waters Charter School. When morning exercises are interrupted by a late child it affects the whole class. ***We feel it is essential for the well-being of the children and their classes that they arrive on time. It is equally important that the children be picked up promptly at dismissal.*** Waiting to go home is hard on the children. Teachers cannot provide adequate supervision after regular hours. If you will be delayed or your child will be absent, please call our office as soon as possible.

Morning exercises begin promptly at 8:00am for all elementary classes. We request that parents plan to have children arrive 10-15 minutes early so they are ready to begin their morning together with classmates.

## ON-TIME DISMISSAL

Just as there is a form to the beginning of the day, there is a form to the closing of the school day. Dismissal for the elementary school is at 3:00 p.m. On "early dismissal" days noted on our calendar, school ends at 1:00 p.m.

## OFFICE HOURS

Monday-Friday 7:30am – 4:00 pm

## SCHOOL CANCELLATION & DELAY

Gathering Waters follows the Keene School District (SAU #29) regarding inclement weather cancellations and delays. However, because of the widespread area covered by our students' and teachers' homes, we must reserve the right to cancel school at our discretion. Check your local radio and TV station for Keene Public Schools, Keene School District, or SAU #29. Since we follow the Keene School District for closings, if any of these are listed, Gathering Waters will be closed as well. There will also be a pre-recorded message placed on the school phone as well as a school-wide calling post service. This is an automated service that will notify you of school closings due to weather and other schedule changes.

School will not be canceled for inclement weather developing during the school day. However, parents should feel free to pick up their children before dismissal if they are concerned about conditions. When a school delay is announced due to inclement weather during the morning commute, the Grade School will begin at 10:00am and end at the

regularly scheduled time.

## ABSENCES & TARDINESS

If your child is going to miss school, or is going to be late, it is very important that you notify his or her teacher through the appropriate office before 8:00am unless previous notification has been given. A child missing from class is a matter of serious concern and is cause for immediate attention by staff and teachers. Please help us to avoid unnecessary alarms by your attention to this request. At the elementary school, if a child is tardy, he or she must first check in at the office and be marked tardy, and receive a tardy slip to bring to their teacher.

**You may leave a message regarding absence 24 hours a day by calling:**

## ILLNESS

Each day at Gathering Waters includes many different kinds of activities for all students. A child who is ill, or even over-tired, simply cannot be present in a strong enough way to benefit from all of these opportunities. The faculty suggests that you ask yourself whether or not your child will be able to participate fully in the school day. If you are unsure, it probably means he or she isn't well enough and needs to rest at home. The school has no adequate facilities to care for a sick child. Children with contagious or infectious illnesses may not attend school unless given a doctor's written permission.

## EXTENDED ABSENCES

The block teaching curriculum method and the nature of the Waldorf classroom as a learning community make extended absences a challenge for both the student and the class. Gathering Waters does not, in principle, support extended planned absences for family vacations that fall within the school calendar. In cases where parents take children out of school, class teachers cannot provide make-up work or home-study materials. There is no substitute for work covered by the teacher with the class as a whole; therefore, we encourage all families to make vacation plans based on our established school calendar.

## ABSENCES FROM EVENTS OUTSIDE OF SCHOOL HOURS

Please be aware that students are expected to attend events listed on the school calendar that occur on weekends unless prior arrangements are made with the class teacher. We strive to keep weekend events to a minimum.

## LUNCH & SNACKS

Students bring their own lunches and beverages. Water is available at the school. Since mealtimes are essentially social, we request that children do not bring lunch boxes bearing pictures of characters from comics or movies, etc. These often distract the children and change the nature of their conversation and interaction with their peers. Elementary children need to bring a mid-morning snack that is wholesome and nutritious, preferably without refined sugar or additives. Please do not include candy, cookies, etc.

During the school year in Grades 1-8, some classes offer a lunch item for order as a fundraiser on a regular day of the week, e.g. “pizza day.” These opportunities are publicized well in advance and offer a respite to home lunch preparation!

## PERSONAL PROPERTY

### ITEMS NOT TO BRING TO SCHOOL

Candy, toy weapons, radios, cell phones, iPods, video games, music players, and role playing games (Magic cards, or any type of trading cards, for example) should not be brought to school. Matches, lighters, jack knives, and other potentially dangerous objects also have no place in school and will be confiscated.

Sexually explicit material has no place in our school and will be immediately confiscated if found. If a parent becomes aware at any time that this type of material has been present at school, we ask that the class teacher or the school administrator be notified.

### CELL PHONES

Cell phones and all other electronic media are not allowed on campus during school hours. Students may bring cell phones to school if they are needed for afterschool activities or if they are needed for students who come and go to school independently. Parents are asked to support this school policy by not sending electronic devices and cell phones with their children to school. Do not try to communicate with your children during the school day on their cell phones or electronic devices.

### LOST AND FOUND

*PLEASE LABEL ALL CLOTHING WITH YOUR CHILD'S NAME!*

Unidentified clothing and other items left at the elementary school will be placed in a box and kept in a designated place for parents and students to look through at their convenience. If your child is missing clothing, please check there. The school will donate unclaimed clothing to local charities.

### DRESS CODE

Students at Gathering Waters are expected to wear clothing and footwear that is appropriate for a broad range of school activities, including physical education, games, eurythmy, walking field trips, and woodworking and art classes, depending on the grade level. Because outdoor time is a part of each school day, children should come to school with outdoor clothing that protects them from the elements. Hooded rain jackets, rain pants, and waterproof rain boots, as well as snow jackets, snow pants and snow boots, depending on the season, are expected for all children in grades 1-5, and as needed for outdoor activities and field trips in grades 6-8.

Current clothing trends often carry connotations that are not appropriate for school. The dress code continues to develop as trends change, but the following basic principles remain fundamental to dress code guidelines:

Clothes worn at school or at school-sponsored events should be:

- Clean and in good repair
- Appropriately sized and fitted for full participation in movement
- Modest
- Non-distracting

When a student in grades 1-5 is out of compliance with the dress code, the teacher will speak with the parents. When a student in grades 6-8 is out of compliance, the teacher will speak directly to the student. Repeated violations of the dress code will require a conversation with the parents, as well.

## OUTDOOR PLAY

Outdoor play is a big part of our school day and our vacation and holiday programs. Teachers and staff monitor outdoor temperatures, heat index, and wind chill factors and we adjust our time outdoors accordingly.

When the temperature with wind chill is a factor, children will be required to have all necessary clothing including hats, gloves and warm layers to protect them from the cold, and time outside will be limited. Children without the necessary layers will not be permitted to go outside. In extreme heat, teachers and staff will monitor the heat index and will adjust the activities accordingly.

## EVENT AND SPECIAL OCCASION DRESS

Certain occasions – festivals and special assemblies, for example – call for “best dress” to reflect the mood of the event. Students may choose from dress pants, dress shirts, polo shirts, skirts, and dresses, as appropriate. Students may wear simple dress shoes, or other clean, non-distracting footwear. All shoes should have flat heels and soles. High heeled shoes are not appropriate for school or school events. No denim, athletic wear or t-shirts may be worn on these dress-up occasions. For our dressiest occasions – Flower Ceremony and Rose Ceremony – tucked dress shirts are requested.

## SHOES

Students should be ready to participate fully in the activities of their school day. Whether for outdoor or indoor use, please select shoes that protect and support the feet. Flat-soled, supportive shoes are required – platforms, high heels, backless clogs, flip flops and “croc” are not acceptable. Shoes that tie are preferred, especially in the younger grades. Rain boots should be waterproof, and snow boots should be adequately insulated to keep the feet dry and warm.

## CLOTHING SIZE & CONDITION

While we recognize that clothing can be viewed as a form of personal expression, we prefer to see students express themselves through their good work and deeds. Clothing that is too tight or restrictive hinders healthy movement and promotes an inappropriate self-consciousness. Over-sized and loose clothing and shoes not only hinder movement, but convey an inappropriately relaxed attitude and may lead to injury. Torn or ragged clothing is not appropriate for school. Warm-up pants, and other athletic wear are acceptable if they meet other criteria of the dress code.

## GRAPHICS & DESIGNS

In school, we strive to create simple, beautiful environments. We request that parents choose school clothing with this in mind. Please keep clothing free of graphics, including sports team logos, and other distracting patterns. Please also avoid neon colors, or highly stylized clothing and footwear. We understand that it is difficult to avoid small brand logos on clothing, especially outerwear and shoes – a small, subtle insignia (less than one inch in diameter) is permissible. While hats without graphics are preferred, a simple team logo is permissible. Sweatshirts, shirts, pants and jackets, however, should be completely free of writing.

## MODESTY

Skirts, dresses, and shorts should fall to mid-thigh, whether or not tights or leggings are worn underneath. Form fitting clothing, including jeggings and leggings, will be considered undergarments that need to be covered, as will tank tops, spaghetti straps, or other low-cut necklines. Unless covered by another layer, straps for sleeveless tops and dresses should be at least two fingers in width. Clothing should cover a student's midriff and underwear, even when his or her arms are raised.

## MAKE-UP & ACCESSORIES

We ask that students in grades 1-8 not alter their hair color, or wear make-up or nail polish at school. Permanent or temporary tattoos are not acceptable for students at this age, and drawing on oneself is not permitted.

Students in grades 5 and below may wear a simple, non-distracting pair of stud earrings. Students in grades 6-8 may wear a single pair of stud earrings, or modestly-sized dangling earrings. Dangling accessories, including earrings, bracelets and necklaces can be a significant safety hazard during certain school activities and students should be prepared to remove and stow jewelry and other accessories as requested by a teacher. We ask that parents use discretion when allowing their child to wear jewelry to school.

No sunglasses will be permitted inside at school, unless required for medical reasons. Sunglasses may be worn outside. Parents should expect to provide a note from their child's physician in the case that an exception is being requested. Hats may only be worn outside, as needed for the purpose of warmth or protection from the sun.

## MEDIA POLICY

From radios and TVs to smartphones and tablets, media of all kinds fill our world these days. More and more parents carry the same concerns about over-exposure to media and the consequent decline of direct, un-mediated experiences for young people.

In general, we strive to create a media-free environment while students are in our educational care. What children bring to school after a weekend of unsupervised video watching or unsupervised radio listening affects the class and its work. Observation of the children by their teachers leaves us with concerns about excessive exposure to the media. A reliance on ready-made pictures reduces the child's ability to visualize both the written and the

spoken word. Students who are accustomed to passively receiving have difficulty making the inner effort necessary to sustain an imaginative train of thought. There is a growing body of research supporting this position.

Essential to the Waldorf approach to education is the daily activity by students of reviewing the previous day's work. As the children sleep, the stories, subject material, and experiences of the day are transformed and become their own. This process sparks the individual development of thinking. When a child is exposed to strong, fixed impressions, such as the media presents, this overnight process of taking in is compromised to a point where we know it cannot work at all as it is intended.

As far as what is used for instructional purposes, we strive to create a media-free zone during the school day. In the event that a child's media experiences are affecting his or her ability to benefit from the curriculum and thereby causing disruption to the daily life of the class, the teacher will request a meeting with the parents of the student. A child whose media experiences are disruptive to the class, classroom activities, or educational process is of serious concern to the faculty and may lead to a request to withdraw a student.

## DISCIPLINE

All children are expected to observe standards of behavior based on an attitude of respect for themselves, their teachers, parents, fellow students, and their environment. Behavior that interferes with the education process is not tolerated.

Behavior that is considered to fall outside these standards may include, but is not limited to:

- Rudeness or disrespect toward classmates, teachers, staff or parents
- Physical aggression toward any individual
- Mistreatment of property
- Absence from classes or parts of classes without prior permission
- Use of foul language
- Leaving campus without permission

## GRADE 1 THROUGH GRADE 5

Discipline will be handled in an age appropriate manner at the discretion of the class teacher, with support from the faculty. The class teacher will keep in close contact with parents of children with behavior problems. In the case of repeated behavior difficulties, a child may lose the privilege to be at school for a period of time.

## GRADES 6 THROUGH 8

In cases of repeated rule breaking, especially in the very rare case when physical or emotional aggression is involved, there will be a program of strict monitoring of the situation. The program will include a conference with parent, teacher, and administrator (and may include the child) to set clear and consistent guidelines and goals for behavior improvement. A time-frame to accomplish this improvement will be set. Dates will be set for the teacher and parents to meet to review the situation. There will be frequent communication between teacher and parents on the progress of the situation.

If all such measures fail and improvement in behavior is not significant in the specified time frame, the College of Teachers and the class teacher will meet to determine whether the child's permanent dismissal from the school is necessary.

Physical and verbal aggression are grounds for immediate suspension. Should a student show disrespect by using caustic or foul language to school staff or fellow students, or by physically endangering others, s/he may be immediately suspended. The class teacher, upon conferring with the administrator, will notify parents of such a situation. A plan for addressing the situation will include consideration of the severity of the behavior, the context of the incident, and the student's overall behavior. The student will not be allowed to return to school until a meeting of class teacher, school administrator, and parents takes place.

### BULLYING

Bullying is not tolerated at GW. Respect for oneself and others are core elements of Waldorf education. Teachers at GW are deeply committed to this principle and use every opportunity to bring an understanding of this to their students. Teachers observe the social fabric in their classrooms closely and make use of all community-building opportunities to help students resolve conflicts and support one another.

### STUDENT EVALUATION

Each class in our school is considered a community in which each member has strengths and talents to share with all. Children are not compared or encouraged to compete with one another. High individual standards will be expected and demonstrated in many areas by multiple assessment methods. Evaluation of a child's progress will be shared with parents through meetings with the teacher and through written reports.

Parents will receive written assessments of their child's progress 4 times a year. Individual conferences with parents/guardians will also be scheduled during the fall and mid-winter. All students in grades 3-8 will undergo annual state required assessments.

### FIELD TRIPS & VOLUNTEERING

#### FIELD TRIPS

Field trips are an important part of our educational program. To make them possible takes cooperation on the part of parents and teachers. Parents give permission for their students to participate in all class trips when they complete their annual Back-to-School forms on BigSIS. Although we inform parents about upcoming class trips, we do not send home individual permission slips for class trips involving driving. We do not require written parental/guardian permission for students to be taken on school field trips that involve walking in the neighborhood.

#### VOLUNTEERS

All volunteers working with students, including chaperones and drivers on trips, must

undergo fingerprinting and a criminal background check. With safety in mind, we owe it to our parents and our students to make sure that any adult volunteer, driver or chaperone accompanying them does not have a criminal background. All volunteers should call our Business Office to receive the proper paperwork and instructions on completing the one-time background check process.

State law (RSA 508:17) requires that school volunteers, including drivers, be 'approved' by the school to act on behalf of the school. A form, signed by a representative of the school and the volunteer, must be on file in order to provide immunity from liability. Drivers must have a clean driving record and adequate insurance.

1.State law requires that all children under age 18 wear seat belts.

a.All children must ride in an appropriate child safety seat until they are seven years old or 57 inches tall (4'9"), whichever is reached first.

b.On field trips, an appropriate child safety seat should be provided by the parent.

c.Additionally, no student under the age of 12 may ride in the front seat of a vehicle.

d.Students over the age of 12 may ride in the front passenger seat only with parental permission.

2.The effects of alcoholic beverages are of serious concern to many individuals and families. The consumption of alcohol by a chaperone or any adult on any school sponsored trip is prohibited.

3.All school rules for appropriate behavior are in effect during field trips. Drivers/chaperones must be fully prepared to support and enforce school rules as communicated by class teachers. Drivers are asked not to play music and to be sure conversations are appropriate. Students are encouraged to express their thanks to the driver.

4.Parent chaperones should not take siblings out of school to join a class trip.

5.Parent chaperones must stay with their student groups at all times during class trips.

## SCHOOL COMMUNITY

### RELIGION

Gathering Waters does not provide religious instruction, nor does it advocate for a particular religious belief. Gathering Waters observes the cycle of the year through both traditional and lesser known festivals, some of which have their roots in the world's religions. We feel they embrace the qualities of hope, courage, joy, gratitude, love, and reverence which are part of religions around the world. Other holidays are celebrated by the school through the preparations of individual classes and in special assemblies. Your child's teacher will have more specific details to share. Teachers welcome the opportunity to work with parents in bringing other festival events to their classes.

### EVENTS

Through the school year there will be assemblies and other scheduled events. We

encourage parents to join us on these occasions when we can share the children's accomplishments and their ongoing work. Please watch the school newsletter for announcements of upcoming events.

Events outside of the school day, such as school plays, demand the same guidelines for behavior that we would expect at school, particularly concerning personal safety and respect for the property of others. At events outside of the school day, parents are fully responsible for the care and supervision of their children. Our children behaving with consideration, respect, and courtesy toward others is a strong recommendation of our school as a whole, and a true reflection of the core values we share as a school community.

### FESTIVALS

Throughout the year, we celebrate festivals to connect us with the cycles of nature, establish a yearly rhythm for the children, and strengthen our community. Festivals help us to nourish our souls through the sharing of stories, food, songs and activities linked to the seasons and expressed with beauty and reverence. In addition to the community-wide festivals, teachers celebrate other festivals in the classroom, including those connected to different cultures being studied or the religious traditions of the students in the class.

### PHOTOGRAPHY AT SCHOOL EVENTS

We would like all of our guests, students and staff at events to enjoy events without distractions. Parents are therefore requested to please refrain from taking still or video images during special assemblies and class plays. Teachers will arrange for a photography session at dress rehearsal or after the assembly.

### PARENT NOTICES

Once a week we distribute a school newsletter through email and on our website. Don't miss it! It is the place to look for calendar reminders, notices, parent-to-parent communications, and more.

We welcome your contributions. Email your articles to: *TBD*  
***Copy deadline is 12 noon on Thursday.***

### COMMUNITY CONDUCT

Our school community is a living thing. Its health and vitality, its life-force, radiates from relationships: teachers with students, parents with teachers, colleagues with colleagues. Our community reaches beyond the boundaries of our buildings and includes alumni, grandparents, friends of the school, alumni parents and even those who deliver our wood pellets or our mail. We all know that human relationships are exhilarating, transforming, and life-giving. Human relationships can also be frustrating, are almost always complex, and, if we're honest, so human! At Gathering Waters we strive to respect each individual and forgive the human errors that could occur. Though we may not know when or how, we do know that somewhere along the way we will hit a rough spot. It is the nature of deep, meaningful human relationships. A teacher may make an error in judgment. A parent might overlook a teacher request. Student behavior might be seen differently by teacher and parent. A

sensitive decision by the school leadership, necessarily confidential, might not meet with understanding in the parent community. Mismatched expectations might lead to misunderstanding.

The challenge at these times is not so much that we have a difficulty to face together; the challenge is in how we will work with each other now that a difficulty has come up. These are the very times when our commitments to respectful communication, active listening, and engaged, solutions-orientated communication are really put to the test.

Here we want to outline for you what you can expect from your school at times like these and we want to be clear about what we expect from you on the good days and on the challenging days, as well.

What you can expect from your school:

- Clear timely communication of information
- An immediate response to your questions and concerns
- A call back or conversation with your teacher within 24 hours (or sooner)
- Thoughtful listening to your concerns
- Non-judgmental, respectful inquiry
- Clear plan for ideas, solutions, and next steps
- Follow-through on action steps
- Review to be sure the action steps are showing desired results
- Maximum appropriate transparency in communicating school decisions

What your school expects from you:

- Willingness to meet as an equal partner in your child's education
- Clear and timely communication about challenges or concerns
- Concerns brought directly to the teacher, administrator or other school leader who is designated to receive and respond (See Parent Handbook for a clear outline of where to bring questions and concerns.)
- Thoughtful listening
- Non-judgmental, respectful inquiry
- Active participation and follow through in developing and implementing solution-oriented action steps
- Commitment to not engage in complaining and griping about concerns that should, instead, be brought by a parent directly to the teacher, administrator, or other school leader who is designated to receive and respond.\*
- Commitment to not "rush to judgment" when you receive information and news about school decisions, realizing you may not have knowledge of all the facts and processes that went into the decision
- Willingness to demonstrate and assume goodwill, good intent, appropriate confidentiality

A word about complaining and griping: If parents get together and complain about the school it has a draining effect on goodwill. It undermines our collective efforts and sets a poor example for our children. And, importantly, it does not lead to solutions.

This “no griping” commitment is not a prohibition against conversation. We all know that speaking thoughtfully with a trusted friend about a concern in order to clarify one’s thinking, to consider other perspectives, and to test out possible solutions, can really make a positive difference. But it requires that the mood is respectful and that the ultimate intention is to move on to raise the concern with the school.

We invite every parent to put a stop to griping when it starts and to make a personal commitment to bring concerns directly to those in the school who have the responsibility to listen, to work to understand and to help find solutions.

#### ADULT EDUCATION & ENRICHMENT

We hope all community members, parents and teachers alike, will want to actively deepen their understanding of Waldorf education and the insights and philosophy that stand behind it. Many have an interest in learning more about child development, parenting, and family life. Others are interested in the crafts and arts offered in our curriculum and wish to broaden their experience in this way. Dance, music, and drama offerings build our community life together. Book groups and study groups offered by community members are opportunities to explore a subject area in depth and with others. Upcoming events and opportunities are publicized in the school newsletter and in the calendar section of our website.

#### PETS

To protect parents, staff and students pets should not be on school property unless secured in a vehicle. Thank you!

#### PARENT GROUPS

##### PARENTS COUNCIL

Gathering Waters would not be possible without the support and continued involvement of parents and family members. The Parents Council is an advisory group of parents that aims to bring perspective and voice to important issues and decisions that affect the community of Gathering Waters. Members of the group serve the school by creating a supportive, respectful partnership between parents and families, and the faculty and administration of the school. The Parent Council also serves as a support network for school events and fundraisers. All Grade School and High School parents are welcome to join the Parents Council and attend the monthly meetings on the first Tuesday of every month. There are two Chapters within the Association; Grade School and High School that meet separately in regard to specific topics unique to each branch of the school though at least twice a year they will come together to address issues affecting all students.

##### CLASS PARENTS

A parent from each class may be asked by the class teacher to help in organizing class trips, plays, and social activities throughout the school year. These Class Parents will notify other parents of their class about special events and also act as liaisons between busy teachers and busy parents.

## MENTOR FAMILY PROGRAM

At the beginning of each school year, we pair new and existing families together as a way of welcoming new members into our community. Please consider becoming a New Family Mentor. Please contact the Lead Administrator for more details if you are interested.

## NON-DISCRIMINATION POLICY

Gathering Waters Chartered Public School will not discriminate on the basis of race, color, gender, gender identity, or gender expression, national or ethnic origin, age, religion, creed, disability, veteran's status, sex, sexual orientation, socioeconomic or marital status, genetic information, pregnancy and pregnancy related medical conditions in the selection of students or staff, access to its educational programs and activities, with respect to employment terms and conditions or in the administration of the school or in any other way that is prohibited by law.

## ACCREDITATION

Gathering Waters is actively working on becoming a member of the Alliance for Public Waldorf Education. As a member of the Alliance, Gathering Waters is committed to the seven core principles of the Alliance:

- Image of the Human Being
- Child Development
- Social Change through Education
- Human Relationships
- Access and Diversity
- Collaborative Leadership
- Schools as Learning Communities

## ALLIANCE for PUBLIC WALDORF EDUCATION

In 1991 Waldorf education first entered the public realm in the United States at the Milwaukee Urban Waldorf Elementary school. After the establishment of public charter schools in 1994, Public Waldorf education has expanded rapidly. The Alliance for Public Waldorf Education was founded in 2006, and by 2020 had nearly 60 member schools and initiatives operating in over 14 states.

### **Mission of the Alliance**

It is the mission of the Alliance to revitalize public education through innovation that is developmentally sound, to support the development of high-quality Public Waldorf education that meets the needs of the students of our times. In short:

- Promote and support the development of high-quality Public Waldorf Education
- Strengthen the community of schools guided by the Core Principles of Public Waldorf Education
- Increase the visibility of Public Waldorf Education in the greater educational landscape
- Make Public Waldorf Education accessible for all

The Alliance supports collaboration within and among its members in the formation of strong learning communities that will ensure that Public Waldorf education itself remains “ever evolving and continuously renewed”.

As a part of the world-wide Waldorf educational movement, the Alliance seeks partners beyond its membership that similarly wish to revitalize education to create a more harmonious social future. The Alliance seeks to expand the availability of this educational approach to all sectors of society.

## HEALTH & INSURANCE

### HEALTH & ACCIDENT INSURANCE

Carrying health and accident insurance for students is the responsibility of parents. Parents accept all medical expenses arising from injuries or other emergency medical treatment.

### HEALTH RECORDS AND IMMUNIZATIONS

In accordance with the requirements of the New Hampshire State Department of Education and the New Hampshire State Department of Public Health, a cumulative health record is maintained on each child in grades 1-12. This includes a record of the required physical examinations as well as documentation of state mandated immunizations. A complete listing of immunization requirements can be obtained from your child's primary care provider. All families must comply with State of New Hampshire statutes related to physicals and immunizations including RSA Section 141-C:20-c and RSA 200:38.

### MEDICATIONS BROUGHT TO SCHOOL

We do not have a nurse on staff. All Employees have basic First Aid and CPR training. If your child requires medication during the school day, the following steps must be followed:

1. Medication must be handed from an adult to a teacher to be dispensed by the teacher.
1. All medication must be in its original packaging and fully labeled.
2. If necessary, your physician must provide a note describing when and how the medication should be administered and for how long.
3. This policy pertains to all medicines, including homeopathic, naturopathic, anthroposophical, and allopathic, as well as asthma inhalers.

### ILLNESS

Each day at Gathering Waters Public Chartered School includes many different kinds of activities for all students. A child who is ill, or even over-tired, simply cannot be present in a strong enough way to benefit from all these opportunities. The faculty suggests that you ask yourself whether your child will be able to participate fully in the school day. If you are unsure, it probably means he or she isn't well enough and needs to rest at home. The school has no adequate facilities to care for a sick child. Children with contagious or infectious illnesses may not attend school unless given a doctor's written permission.

### FEVER POLICY

If, during the school day, a child is experiencing a fever (100.2 degrees Fahrenheit or

higher) or signs of a fever (chills, flushed skin, sweating), we will call parents/guardians to come to pick up the students, allowing him or her to be cared for at home.

A student experiencing any of the fever symptoms mentioned above should stay at home until fever-free for 24 hours without fever-reducing medicine.

#### HEAD LICE POLICY

If your child is found to have lice or nits at school:

1. You will be called immediately. Early dismissal to begin treatment is a requirement for an active case of head lice or nits.
2. Children who are found to have lice or nits may return to school only after they have begun treatment, including daily head checks, nit-combing, and manual removal of all lice and nits.
3. Parents and caregivers must commit to a full course of treatment.
4. If a child is not clear of lice/nits after three weeks of treatment and combing, the school will require that the child be seen by a professional and certified free of nits before returning to school.

**If you become aware that your child has lice or nits, but the school is not yet aware, please notify the Office Coordinator of the appropriate campus immediately.**

#### GOVERNANCE

The leadership and administrative structures of Gathering Waters strive to support our students and their families. They work to approach their duties with goodwill, respect, active engagement, and a positive attitude.

Our school leadership process follows the guidelines of the Alliance for Public Waldorf Education, which recommends the principle of shared responsibilities within established legal structures, for school governance. In Public Waldorf Schools collaboration among teachers, staff, administration and boards, with stakeholders' input, is the rule. A core organizing principle of Waldorf education is that decisions related to educational programming are best made by the teachers who are working directly with students every day. When possible those responsible for making such decisions act from knowledge and experience working with Rudolf Steiner's educational insights.

**The Lead Administrator** is responsible for maintaining and strengthening the school's administrative efforts. The major job responsibilities are: 1) oversee and provide leadership for the school's main administrative needs and 2) team with the Faculty Chairs to see that the school provides an effective, comprehensive, and educational offering to students and families. The Lead Administrator must thoughtfully share responsibility and leadership with the Faculty Chairs to integrate and balance Waldorf pedagogical program requirements with her/his own administrative and operational requirements, as well as with the legal/fiduciary responsibilities of the Board of Trustees.

**Faculty** In addition to teaching responsibilities, faculty members carry responsibility for ongoing festival life and events in the school, as well as curriculum development, student studies, and scheduling needs. The insights of Rudolf Steiner's anthroposophy underlying and

inspiring Waldorf education are that the individual is a being of body, soul, and spirit; that teaching is an art; and that teachers need to be active on a path of self-development. A main responsibility of the Faculty is to cultivate and nourish a healthy pedagogical impulse in the school. Faculty make a commitment to actively work with the guidelines for inner work and teacher meditations that Rudolf Steiner provided for Waldorf teachers. The Faculty choose a Lower and Upper School Chair.

#### **The Faculty Chairs:**

- coordinate and facilitate communication and timely decision-making in a manner that serves the true pedagogical impulses of Waldorf education.
- Make agendas for and chairs Council meetings.
- Is a member of Gathering Waters Board of Trustees.
- Maintain awareness of teacher/mentor relationships; is available to meet when necessary
- Maintain awareness of staffing needs and works with Lead Administrator and the Board committee to fill teaching vacancies
- Supports ongoing teacher evaluations
- Works with the Lead Administrator and the Board to maintain overall awareness of existing policies, the financial picture of school, long and short-term goals of school and school activities, and shares this information with the Council as needed

**The Leadership Council** made up of the Lead Administrator and the Lower (1-5) and Upper School (6-12) Faculty Chairs is responsible for training, supervising, supporting and reviewing all faculty members as well as supporting students and families who may require special care. The Council develops, monitors, and reviews the curriculum as well as the daily schedule and future planning. The council also takes on the review of pedagogical issues. It is the responsibility of the Board to approve recommendations regarding hiring of faculty submitted by the Leadership Council.

**The Administration** The administration team (Lead Administrator, Business Administrator, Administrative Assistant, Development Coordinator) is responsible for all non-teaching functions that keep the school operating smoothly, including office coordination, oversight of facilities and finances, development, marketing, enrollment, and admissions. The administration team works under the supervision of the Lead Administrator and at the service of the Faculty, the Board of Trustees, and parents to best serve the students, parents, faculty, and community.

**Parent Council** The Parent Council serves the school by supporting and facilitating school activities, celebrations, fund-raising, and special events in an effort to foster a strong school community.

## **BOARD OF TRUSTEES**

The Board of Trustees has the final responsibility for fiscal and legal matters and is accountable for the school and its operations. The Board of Trustees is made up of four parent representatives, one or two teacher representatives appointed by the Faculty, the Lead Administrator, Business Administrator, and four community members.

The Governance Committee of the Board is responsible for identifying prospective

Trustees who bring specific experience and expertise to the Board. Trustees are nominated and elected by the Board to meet specific needs of the board and the school, and serve three-year terms, with eligibility for a second term.

### **Finance Committee**

This committee meets monthly to ensure that there is adequate short-term and long-term financial planning for the school, including oversight of:

- Annual budget
- Financial legalities (including audit oversight)
- Salary setting on an annual basis (works in collaboration with Personnel Committee)
- Long-term financial issues

### **Human Resources Committee**

This committee is responsible for ensuring that the school has adopted and follows through on personnel policies that meet legal requirements and help to keep the school functioning in a healthy way. Specifically, the committee:

- Determines teacher and administrative salary structure
- Reviews and recommends benefit packages
- Maintains Employee Handbook
- Ensures school compliance with state and federal HR policies
- Reviews all personnel related policies
- Provides input on the teacher review process and professional development program
- Participates in interviewing director level positions and other staff positions as appropriate
- Conducts exit interviews

### **Governance Committee**

This is a committee exclusively made up of Board members. Its role is to ensure the healthy development and functioning of the Board. This includes:

- Recommending and engaging new Board members in a timely fashion
- Orienting new Board members
- Recommending membership on committees and ensuring that committees are working effectively
- Building and maintaining a climate that promotes effective work and morale within the Board

### **Development and Fundraising Committee**

The purpose of this committee is to ensure that there is a viable, comprehensive development plan in place and that appropriate steps are taken to meet the fund-raising goals for each year. This committee also helps to organize Board members and parents to play key roles in the fund-raising efforts.

The responsibilities of this committee are:

- To be involved in the setting of an annual fund-raising goal for the school and goals for any current special campaigns.
- To ensure that there is a viable development plan in place before the start of each year and that appropriate steps are taken to meet the fund-raising goals.
- To ensure that available administrative support for development is appropriately focused.
- To ensure that professional consulting advice is sought when needed.
- To engage directly in fund-raising asks when necessary.
- When necessary, to collaborate with the Director of Development to organize Board members and parents to play key roles in the fund-raising efforts.

### **Enrollment Committee**

The purpose of this committee is to ensure that there is a viable enrollment plan for all parts of the school and that the plan is producing appropriate results. This should be both a long-range plan and an annual plan, including specific targets and activities designed to reach them. For the short term, at least, this committee will provide direct oversight for the Enrollment and Development Coordinator.

### **EXECUTIVE COMMITTEE**

This is the central group for moving information through appropriate channels. Each leadership group of the school administration is represented: Faculty Chairs, Board of Trustees, and Administration. This group meets weekly.

### **DEVELOPMENT & FUNDRAISING**

#### **FUNDRAISING BY STUDENTS**

Students in grades six and above will enjoy the entrepreneurial spirit and sense of satisfaction of raising money to support class and school projects. The appropriate level of student fundraising continues to be a topic of conversation within the school. Current guidelines for each grade are available from the class teachers in grades 6-8 and from the class advisors in grades 9-12. Your input is welcome!

#### **FUNDRAISING BY GATHERING WATERS**

Gathering Waters is a tuition-free, charter school funded in part by state, federal and local funds. While we rely heavily on state funding, this alone is not sufficient to cover the scope and cost of our program. Fundraising events throughout the year and Gathering Waters' annual fund bridges this funding gap and allows us to maintain a rich and robust curriculum. We expect that all families will participate to the full extent of their ability in these fundraising efforts.

### **RESOURCES**

#### **KEENE LIBRARY CARDS**

Even if you don't live in Keene, your family can check out books from both Keene Public Library and Keene State College. (KSC has a great collection of children's books,

particularly the “good old” ones.) On request, KPL provides a free library card to every student who goes to school in Keene; and your KPL card entitles you to six books at a time from KSC. See the Main Office for a form letter to take to KPL. See the Gathering Waters Grade School Library for booklists.

#### READING AT HOME FOR YOUNGER STUDENTS

One of the best ways to support your child’s Waldorf education is through reading. Ideally, a child who is read to from the earliest age develops skill for and a love of reading that continues throughout life. Many parents have a routine of daily reading aloud that often continues through eighth grade and beyond. Some parents even have to limit their children’s reading to themselves to allow for a reasonable balance of activities. A child with a strong home reading program has little time for, or (often) interest in watching television and other audio/visual media.

The parents’ section of the Gathering Waters’ library also has lists of recommended books, sorted by grade level. Most of these books are available at a local library.

The following are recommended as good introductory books on Waldorf education:

*Teaching as a Lively Art*, Marjorie Spock  
*The Education of the Child*, Rudolf Steiner  
*Waldorf Education*, M.C. Richards  
*The Experience of Knowledge*, John Gardner  
*Rudolf Steiner Education*, Francis Edmunds  
*The Way of a Child*, A.C. Harwood  
*You are Your Child's First Teacher*, Rahima Baldwin  
*The Child From Two to Four*, Udo de Haes  
*School as a Journey*, Torin Finser

**Appendix H: High School Parent-Student Handbook**

***Gathering Waters Chartered Public  
School***

***High School Student and Parent  
Handbook***

*This is a draft handbook. Once approved by the Board of Trustees and Faculty Council  
the page numbers will be added.*

[school address, phone numbers, and website to be added]

## **Gathering Waters Chartered Public School High School Student-Parent Handbook**

*Dear Students, Parents, and Guardians*

*Welcome to Gathering Waters! We hope this handbook will serve as a guide and answer your questions about our school's values, policies, and procedures. This handbook does not constitute a contract.*

*Our school is always evolving and our policies and procedures will at intervals be modified in order to ensure the best learning experience and outcome for all of you. You will be informed of any updates as they happen and the latest version of the handbook can be accessed on our website.*

*Please know that we always welcome your questions, comments, and suggestions regarding this handbook and any aspect of your experience as a member of the Gathering Waters learning community.*

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To Conclude...

# *Mission*

The mission of Gathering Waters Chartered Public School is to offer students in the Monadnock region (including Cheshire, Sullivan and Hillsborough counties) an education that enables them to discover their interests and capabilities; explore the surrounding world; and to cultivate a lifelong love of learning, a sense of community responsibility and understanding of environmental sustainability. We carry out this mission by providing an academically rigorous and engaging curriculum that integrates the arts, meaningful practical work, and service to the larger community.

Our vision is an inclusive school culture of compassion and respect where deep interest in others goes hand in hand with individual growth. The educational environment enables students to develop self-confidence, self-knowledge, intellectual flexibility, and the capacity for creative problem solving that supports ethical action in their local and global communities.

# *Support and Communications*

## **Individual Advisors**

Upon enrollment in the High School at Gathering Waters, each student is assigned an Individual Advisor who tracks the student's academic progress and social well-being, and arranges support as necessary. This advisor is the adult resource for student and parent concerns regarding school life such as homework, relationships with other teachers and students, and academic questions.

Individual Advisors serve as the adult advocates for their advisees in all areas of their education—academic, social, and emotional. The Advisor is the personal link between parents, the student, and the school--the person who monitors individual needs, concerns, and triumphs. He or she conveys any issues particular to a student—such as learning differences or special accommodations—to the rest of the faculty, and in turn receives other faculty members' observations, to be shared with the appropriate people. Advisors meet with their advisees regularly; however, students are encouraged to request a meeting with their Advisor any time questions or concerns arise.

We urge continuing students to remain in the same advisor relationship throughout the four years of high school. However, requests for a change in advisor will also be honored when possible. After ninth grade, students may submit their preferences for an advisor at the start of the school year, using the appropriate advisor request form obtainable through the office. These preferences are honored to the extent possible.

## **Class Advisors**

The role of Class Advisors is best defined as caretakers for the group. Class Advisors lead the students in class meetings, hold parent evenings, organize class functions, help fundraise, and arrange for group trips, including the Senior Trip. Advisors oversee the group as a whole, inform parents of class activities and responsibilities, work with group issues, and look to see that the group learns how to effectively communicate with one another.

### **Parent Conferences**

Parent conferences take place twice a year: in October and then again in March. We request fall conferences for parents of all 9th grade students and for new students in any grade. All fall trimester teachers of a student attend this first conference. Conference slots for all other families are made available for scheduling on a first-come, first-served basis. Parents or teachers may request additional conferences with the student's Individual Advisor or other teachers at any time.

### **Reports and Transcripts**

The Gathering Waters office sends out trimester reports in December, April, and July. Parents may request an official transcript from the office at any time with two weeks' prior notice.

### **Academic Concerns**

In keeping with our mission statement, the faculty of Gathering Waters encourages students to take appropriate responsibility for their progress in school. Any teacher concerned about a student's academic performance in a specific class will speak directly to the student and, if more support is necessary, contact the parents by telephone or email. We make every effort to relay concerns *at the first sign* of a pattern of work below potential, consistently late homework, or issues with health or attention. We endeavor to communicate such concerns no later than halfway through a morning lesson block or a trimester of an ongoing skills class. The teacher informs the student's individual Advisor of all communications, and a written record is maintained. The Advisor may subsequently initiate a conversation with the student and/or parents to devise a plan for remediation. Any student encountering ongoing challenges in organizing or completing homework assignments will need to keep a Daily Record of Assignments, to be signed by each teacher, taken home for parent review and signature, and returned to the Individual Advisor the following morning.

### **Parent Evenings**

We schedule several parent evenings each year. Meetings typically begin with a discussion of topics of interest to parents in all grades of the High School, and end with separate meetings of each class with the Class Advisors. Gathering Waters High School above all depends upon parental support. Therefore, we encourage all parents to find ways to attend as many meetings as possible.

### **College Counseling & College Visits**

College Counseling services include annual meetings for parents and students on topics such as standardized tests, college selections, the admissions process and financial aid, as well as regular meetings with Juniors and Seniors through their search and application process.

We encourage students to visit and apply to a range and variety of colleges to find the best match for the individual. Seniors are required to complete the college application process as an essential exercise, no matter what may be their plans for higher education. We recommend visiting colleges during winter and spring breaks junior year and during the summer before senior year. Return visits to a few schools during the senior year can be important, and seniors should be prepared to use fall break and the first part of winter vacation for such purposes. Gathering Waters High School supports judiciously planned, limited visits to colleges.

Visits must be approved *in advance*, first by the appropriate Main Lesson teacher, then by the student’s Individual Advisor.

A completed college visit form must be returned to the Office at least one week in advance of the student’s departure. A *total* of up to three missed days is allowed through spring of 11th and fall of 12th, but students remain responsible for all assigned work.

### **School-to-Parent Communications**

Most high school messages of an informational nature are disseminated by email (so please check that high school email is not diverted to spam folders). Families will receive a Weekly Newsletter about school events. If you do not have ready access to email please contact the office so that we can arrange other modes of communication.

## *Curriculum*

In broad strokes, each of the four years in the high school curriculum embodies an underlying theme that helps guide students through not only their studies of the world, but their inner growth as well. These themes are adapted to each specific group of students and take account of the fact that teenagers grow at their own pace. And yet, one can identify the struggles common to most any teenager—although adolescents pass through developmental landscapes at varying speeds, they cover similar terrain.

One can summarize the Waldorf High School curriculum by grade in the following way:

Grade 9 trains the student’s power of observation with the question: *What?*

Grade 10 trains the student’s power of comparison with the question: *How?*

Grade 11 trains the student’s power of analysis with the question: *Why?*

Grade 12 trains the student’s power of synthesis with the question: *Who?*

### **Diploma Requirements**

Gathering Waters’ diploma requirements and curriculum are college preparatory. Requirements for transfer students and students with special considerations will be determined by the High School Faculty. Requests for waivers on graduation requirements should be made to that student’s Individual Advisor and the Faculty Chair.

### **A Gathering Waters 4-year High School diploma consists of 28 credits, awarded as follows:**

*In order to graduate students must earn at least 28 credits in accordance with the SAU 29 graduation requirements in addition to required community service. These credits are embedded in the main lesson blocks as well as trimester skills courses. Additional credits may be earned through independent study, online offerings and other extended learning opportunities.*

Humanities- English	Four years of courses in literature, including full-length classical and contemporary works. Writing work includes rhetorical, grammatical,
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	syntactical patterns, forms and structures. The writing relates to the literature and course content. 1 credit each year through block courses.
Humanities- History/Social Studies	Four years including US and world history, geography, political science and economics. 1 credit each year through block courses
Mathematics	Four years including algebra, geometry, intermediate algebra, pre-calculus, calculus. 1 credit each year through block courses and skills classes.
Science	Four years including earth science, biology, chemistry and physics. 1 credit each year through block courses and skills classes.
World Language	Four years required including 3 years in the same language. 1 credit each year through skills classes.
Visual and Performing Arts	Four years including fine arts, practical arts, music and performing arts. 1 credit each year through skills classes.
Movement and Physical Education	Four years including sports, dance, yoga, and health education. 1 credit each year through skills classes.

### Academic Grading Standards

#### **A-/A/A+ (90-93/93-100)** (note: an A+ does not affect GPA)

Excellent performance in relation to course objectives with strong evidence of a thorough grasp of the subject matter; observations articulated well, ideas organized, all material analyzed and concepts synthesized as can reasonably be expected of students at a given stage of development; thoughts expressed clearly and convincingly both in speech and in writing, creative solutions found to challenging problems.

**B-/B/B+ (80-83/84-86/87-89)**

Sound performance with strong evidence of a comprehensive grasp of the subject matter; key observations articulated, central ideas organized, important material analyzed and key concepts synthesized as can reasonably be expected of students at a given stage of development; thoughts expressed effectively both in speech and in writing, progress made on solving challenging problems.

**C-/C/C+ (70-73/74-76/77-79)**

Performance that meets basic requirements with evidence of a good grasp of just the essential components of the subject material; important observations articulated in fairly clear terms, most central ideas organized; analysis and synthesis of a number of ideas and concepts as appropriate for developmental stage; thoughts expressed adequately in speech and in writing; development of skills necessary to solve basic problems.

**D-/D/D+ (60-63/64-66/67-69)**

A barely acceptable performance with evidence of a familiarity with the subject material; partially successful efforts to meet course expectations; minor effort to articulate observations, to organize and integrate ideas, to analyze, and/or to synthesize ideas and concepts, as can reasonably be expected of students at a given stage of development; partially successful efforts to express thoughts both in speech and in writing, and/or to solve basic problems related to the subject material.

**F (0-59)**

Below any satisfactory standard of performance, with evidence of an unsatisfactory grasp of the basic subject material and insufficient effort to meet course expectations.

**Fine Arts Grading Standards**

In addition to the above Academic Grading Standards, Gathering Waters High School Arts Teachers apply the following criteria when considering the grading of Arts Blocks:

Dedication to discovery through the creative process as shown through participation, engagement and sustained effort.

Level of ability to understand and use critical analysis as a path to improvement. (Constructive criticism of self and others during critiques.)

Originality of thought and imagination. Attention to the care of the medium, the tools being used, and the cleanliness of the workspace.

Respect of fellow classmates' work.

**Music Grading Standards**

In music classes, where progress and achievement relies on the full participation of every group member, teachers take the following into consideration:

Engagement in the ensemble: that the student shows an interest in the sound of the ensemble as a whole and works to blend his or her own part with musical sensitivity. That the student displays willingness, motivation, and ability to make musical progress as an individual within group.

Preparedness: that the student comes to class with their instrument and music. Please be aware of

scheduled music periods: students must bring their instruments and music to school on those days. Failure to do so will reduce the student's grade.

Home practice: that it is evident the student works on the music independently, outside of school in a consistent manner.

Attention to technique: that the student works to play and/or sing with proper diction, breathing, articulation, posture, and technique.

Concert participation

### **Movement/PE Grading Standards**

Movement and PE classes, where progress and achievement relies on the full participation of every group member, teachers take the following into consideration:

Engagement in the work: that the student shows an interest in the effort of the whole group and works to blend his or her own part with sensitivity.

That the student displays willingness, motivation, and ability to make progress as an individual within group.

Preparedness: that the student comes to class on time and in appropriate attire and equipment.

Attention to technique and respect and care for the equipment, the tools being used, and the cleanliness of the space used.

Respect of fellow classmates' work and efforts.

Attentiveness to safety and expected conduct.

While innate talent in any of the above fields can produce exceptional work, it does not guarantee a good grade without active participation, engagement, and effort. Conversely, students who may be less naturally gifted can still obtain high grades through active participation, engagement, and effort.

### **Additional Diploma Requirements**

Students also carry responsibilities in other areas of the program including School Jobs, Assemblies, Concerts, School Festivals, Community Service, and several special events where attendance is required. In addition, we require that seniors pass all of their classes in the spring trimester of 12th grade.

### **School Work Jobs**

Work for the school is a significant part of the Gathering Waters program, and students take responsibility for a great deal of the physical day-to-day running of the school. For example, each student has responsibility for daily cleaning jobs, recycling, trash, compost and plant watering. This program is run by groups of advisees led by their Individual Advisor. In this way, Individual Advisors connect with their advisees each day. Together, the groups as a whole assign and supervise the jobs.

### **Community Service**

Service is an integral component of Waldorf education and essential for students to enter into new relationships with their community. In order to connect with and honor the wider world around them, all students

- in ninth grade will work as a group to perform community service throughout the year.

- in tenth grade will work in small groups on community service projects.
- in eleventh and twelfth grade will work on individual community service projects of their own design.

Gathering Waters students also participate in Community Service Days as a whole school. In addition, many pedagogical trips contain service components.

## *Extracurricular Activities and Athletics*

All students participate in extracurricular activities, available through Gathering Waters and elsewhere. Activities might include a student newspaper, Model UN, Photography Club, Poetry & Journaling, Mountain Biking, Circus Arts, Naturalists Skills, and Fencing and Ultimate Frisbee club teams. Other electives and activities such as yearbook, drama, literary magazine, and social service committee may be coordinated based on student interest and the availability of faculty or parent sponsors. Students also participate in supporting the school by representing Gathering Waters in various ways and assisting at school functions.

### **Sports & Clubs Meetings**

Students who attend Gathering Waters remain eligible to participate on sports teams at their local High School.

### **Requirements for Participation in all Sports and Extra-Curricular Activities**

In order to participate in extracurricular activities, a student must maintain regular school attendance and be in good standing, holding a grade point average of 2.0 in the prior term and no grade lower than a C- in the current term. All major assignments and main lesson books in the current term must be kept current.

**In order to participate in any extracurricular or athletic activity on a given day, including competitions or practices, a student must have attended a full day of classes that day.** To attend weekend activities, a student must have attended a full day of classes the Friday before. Individual Advisors may give consideration for special circumstances on a case-by-case basis. Again, students who leave school early due to *any* extracurricular event must submit a parent's written or verbal permission beforehand, and sign the sign-out book at departure.

## *Academic Issues*

### **Academic Deadlines**

Gathering Waters hopes to cultivate good work and study habits in our students. Completing assignments and Main Lesson books, portfolios, or projects by assigned deadlines is a rhythmic activity that develops self-discipline that will serve students well throughout their high school years and long after. Therefore, it is in the student's best interest for teachers to expect timely work.

Late work may be acceptable only with prior permission from the teacher. An extension must be *requested by the student prior to the due date of the assignment.* If an extension is granted, a new due date will be set at that time.

Students should be aware that if prior permission has not been obtained, late work will receive one-third grade reduction for each day late. After five school days, late work will *not be accepted*. Students who fail to hand in an assignment when due are required to attend same-day study hall, 3:15-4:30 p.m. in order to complete it. **This requirement precludes all other sport or extracurricular activities.** Students falling behind in fine or practical arts are required to attend Open Studio 3:30-4:30. Study Hall or Open Studio are always available to any students who desire additional support or work time.

### **Academic Assistance and Probation**

Every effort will be made to inform parents of consistently late work, lack of engagement in class, or poor test and quiz scores, which can affect the course grade. When a student has a grade of D or lower at the end of a grading period, the student's Individual Advisor will implement the following academic assistance measures:

- Facilitate meeting with appropriate teacher
- Meet with student and parents
- Report to High School faculty
- Require the student to meet more frequently with his or her Advisor
- Notify parents of missing assignments and/or schedule weekly check-ins with parents and with student
- May curtail extracurricular activities

Upon consultation with the Faculty, the Individual Advisor may request a learning assessment.

If a student shows consistently low academic performance and/or effort or if the student has two or more Ds (or lower) in one academic year, the Faculty will implement the following Academic Probation measures:

- All academic assistance measures listed above continue
- Student, teachers, and parents agree to a plan for improvement, which is placed in the student's file; follow-up to be carried out by student's Advisor
- Student may not be able to participate in extracurricular activities (see above: Requirements for Participation in all Sports and Extra-Curricular Activities)

If the student fails to meet the conditions of academic probation by the next grading period, faculty members and parents will meet to decide upon appropriate remedial steps.

### **Academic Honesty**

The integrity of Gathering Waters depends upon student honesty in academic work. Cheating, plagiarism, and misrepresentation or falsifications of records or academic work are all violations of the Academic Honesty policy of our school. The following are examples of academic dishonesty. Other actions not listed here may also be considered academic dishonesty.

***Cheating:*** A student may not use notes or study aids on a test without the permission of the teacher, copy another's work and submit that work in his or her own name, or hand in identical or similar papers for credit in more than one class without prior permission from teachers.

***Plagiarism:*** A student may not present words, ideas, artistry, or data of another person as his or her own. This includes copying another's work (including unpublished material) without giving appropriate credit, presenting another's opinions and ideas as one's own and, in particular, unattributed use of the Internet as a source. Credit must be given to the sources of opinions and

ideas even when a student has changed the original wording. Plagiarism also includes submitting one's own assignment that was used for credit in another class.

All students are expected to maintain orderly records of notes and handouts. However, some students may need assistance with note-taking. In such a case, appropriate arrangements should be made in advance with the approval of the teacher and the student's Individual Advisor. Parents will be notified of all such accommodations.

For any violations of Academic Honesty policies in any form, a student will face the following consequences:

**First offense:** fail assignment; student issued an Academic Warning.

**Second offense:** fail class; student placed on Academic Probation.

**Third offense:** fail assignment and class, and review by Faculty for further action.

Written record of an offense will be placed in the student's file. A second offense becomes part of the student's permanent record.

Academic dishonesty results in particularly serious consequences whenever compounded by lying or covering up. Students should consult with their teachers or advisors to be sure they understand what is—and what is not—academic dishonesty for each class, teacher, and assignment.

## *Community Life*

### **School Culture**

The school culture of Gathering Waters is one of inclusivity, equity, diversity, and social justice. These values are embedded in the content of the curriculum and the social life of the school community. They are manifest in the profound respect that teachers and staff have for each human being as a unique individual. Teachers and staff are committed to enable students to find a sense of social safety allowing for authentic self-expression while also recognizing their role as a part of a larger community. The emphasis on healthy human relationships among teachers, staff, students and parents is reflected in the respectful and collaborative approach to every aspect of the school, from governance, to the employee grievance policy to the student discipline policy. Students are encouraged to build healthy peer relationships and to embrace difference and diversity through group projects, class plays, peer assessments and activities such as Morning Gathering and collaboration on school jobs and community service projects. Social responsibility is taught through the performance of daily school jobs, service trips and the community volunteer requirement. Throughout the school year there are multiple opportunities (festivals, student presentations and performances, committees and other volunteer work) for students, staff and parents to come together and support this vibrant community.

### **Non-discrimination Policy**

Gathering Waters does not discriminate on the basis of race, color, religion, gender, sexual orientation, physical or mental disability, or national or ethnic origin in the administration of its admission or educational policies, or any other school administered programs. Each Gathering Waters student is entitled to all the rights, privileges, programs, and activities available to students of the school.

## **Diversity Statement**

Gathering Waters embraces a wide diversity of individual identities, including those related to race, nationality, gender, religion, socioeconomic status, sexual orientation, and physical/mental abilities. The fundamental principles working throughout this diversity are respect and civility. We are committed to cultivating open minds and hearts so that we may learn from each other and we are committed to treating one another with respect, courtesy, and civility, even when we may at times experience antipathy toward someone's beliefs or attitudes.

## **Student Council**

The Gathering Waters Student Council works with the Leadership Council and Administration in an advisory and supportive role. It is responsible for effectively and accurately representing the opinions, suggestions, and needs of the student body in regard to academics, programs, extra-curricular activities, social life, and behavior expectations.

In May of each year, each class selects two representatives to serve on the Student Council (except incoming ninth graders will select theirs in the fall of that year). The Council will elect a Chair, Co-Chair, Secretary, and Treasurer, who tasks include but are not limited to: determining frequency of meetings, defining agendas, reviewing and taking appropriate action on proposals submitted by students, and maintaining records of all meetings and proposals.

The Student Council is accountable to all Gathering Waters' High School students. Members of the Council are committed to upholding and modeling the school's values and honoring community agreements.

# *Student Conduct*

## **Dress Code**

Students at Gathering Waters are expected to wear clothing and footwear appropriate for the school setting, school activities, and the day's weather conditions. Changing fashions often promote clothing trends inappropriate for school. The Gathering Waters dress code continues to develop as trends change, but for school or school-sponsored events students are expected to wear clothing that:

- Is clean and in good repair
- Is appropriately sized and fitted for full participation in movement
- Does not draw undue or inappropriate attention to the student

Appropriate dress contributes to a positive learning environment. Faculty and staff reserve the right to determine whether a student's appearance has the potential to attract undue attention or distract from the educational process, or whether the student's health or safety are at risk.

In particular,

- Clothing may not reveal any obvious undergarments.
- Shorts must have a minimum five-inch inseam.
- Skirts and dresses must fall at least to fingertip length (mid-thigh), even if worn with tights.
- Leggings must be worn with a shirt, over shirt or sweater, or skirt that covers the hip/derrière.
- All clothing must be clean and in good repair (no holes, rips, or torn seams).

--Any writing or images on clothing must be in good taste and non-distracting and must not draw undue attention to the wearer.

--Shoes or sandals are to be worn at all times.

Violations of dress code include:

Beachwear; gym wear; “muscle” shirts; strapless or halter tops and dresses, or any attire that reveals or bares the midriff while standing, stretching, or bending over; “short” shorts (shorts with less than a five-inch inseam) that cover only the derrière when standing or sitting; shorts that are not cuffed or hemmed (i.e., no cut-off “fringes”); clothing that advertises or promotes politics, corporations, or products (modest corporate logos or brand trademarks are permitted); billed hats/caps, hoods, or sunglasses worn indoors (except when room temperatures fall below 68F or health warrants it, knitted hats for warmth *are* acceptable as long as both eyes are fully visible.); house shoes/slippers; excessively thin or tight clothing; anything deemed vulgar, insulting, or demeaning to a particular person or group.

If found in violation of the dress code, a student will be required to change, cover, or layer a particular item of clothing with alternative clothing of his/her own or that Gathering Waters maintains for such occasions. A student may be sent home if appropriate clothing is not readily at hand. Repeated violations of dress code may warrant first a conference with the student and his/her individual advisor and then a conference with the student, advisor, and parent. We ask that parents support students in assuring that clothing worn to school adheres to the school’s guidelines.

### **Physical Education/Movement Class Procedures**

Students are required to dress for physical education classes in accordance with the following guidelines. Failure to dress appropriately will affect the student’s PE grade.

Students need to maintain a full set of athletic wear (including shoes) in school. Students will be given time to change before class.

Tops: T-shirt and sweatshirt for cool days outside; a waterproof shell is recommended for rain.

Bottoms: Athletic shorts, sweatpants, or athletic pants.(Waterproof pants are recommended for rain.

Socks: Socks required; athletic socks recommended.

Shoes: Clean athletic shoes with good traction.

Please note that students need proper clothing and additional shoes for outside PE/Movement classes in the 1st and 3rd trimesters, no matter what the weather.

### **Media Policy**

Gathering Waters is dedicated to nurturing capacities for imagination, healthy feeling, independent thinking, and active willing. We recognize that media—including seemingly limitless Internet surfing, streaming video, social networking, video games, television and movies—can have debilitating effects on the development of these capacities. Therefore, students are strongly discouraged from engaging in these activities during the school week.

### **Electronics Use Policy**

Gathering Waters is an educational community that thrives on person-to-person interaction among students, teachers, and staff. Our electronics use policy is designed to foster a humane educational environment and community for all students. We recognize the benefits of personal,

networked electronic devices (such as computers, cell phones, and digital music players), and we appreciate the benefits of the Internet. At the same time, we believe that their use should not interfere with, or substitute for, the development of our own capacities and our involvement with others in our learning community. For this reason, we have adopted the following rules for the use of electronics in the High School:

### Cell Phones and Portable Music Players

In order to avoid disruptions to the educational environment, we restrict the use of cell phones, headphones, and personal music players. During the school day or at school events, cell phones, or any device using headphones, may not be used in the school building or anywhere on school grounds. Cell phones and digital music players must be turned off before the start of the school day and stowed away—not on the student’s person--and remain off until the end of the school day. If such devices are improperly used, heard, or are within sight, even when not in use, they will be immediately confiscated. The only exception to this policy is if the devices are being used for class work with a teacher’s approval. The approval must be explicit, current, and for a specified and set amount of time.

**First lapse:** phone or device returned to the student at the end of the *school day*. \*

**Second lapse:** phone or device returned only upon parent coming to pick up the phone and talk to the student’s advisor.\*

**Third lapse:** phone or device banned until the end of the trimester.\* (*Students may bring their device to school but it must be checked at the office for the duration of the school day.*)

Should a student be found with their device, they risk suspension for up to three days.

Should a student be in non-compliance after three lapses, that student may then be suspended for up to three days.

\*Parents will be notified by telephone before day’s end if their son or daughter’s device has been confiscated that day.

Students are permitted to recharge cell phones at school only with permission. If permission is not obtained, the above consequences will apply.

Students who need to call home may use the Office telephone line (with permission). The five-minute transitions times between classes should not be used for calls except in extreme emergencies. We ask that parents who need to reach students during school hours call the Office telephone. We also ask that parents respect our endeavors to create an environment for focused learning by not calling or texting their children’s cell phones during school hours.

### Laptops and Personal Computers

In general, Morning Lesson work will be done by hand—at least through the 10<sup>th</sup> Grade. Some teachers may make exceptions to this rule for specific curricular reasons. The use of computers and the development of keyboarding skills will be gradually introduced into the student’s curriculum and course work at the direction of individual teachers.

Students may use the school’s computers in specific classes for specific purposes as instructed by their teachers. This permission must be explicit and current. Students should not leave their work on school computers, nor alter in any way the setup and configuration of the computers, without explicit and direct permission from a teacher. When using school computers, students need to save their work to an Internet drive (such as Google) or a personal flash memory device (a USB “thumb drive”). Student work may not be saved to school computers.

A student is allowed to bring his or her own laptop to school for use in school *only with the permission of individual teachers for specific reasons*. Such laptops may be used by that student

*only and at specific times and locations as permitted and directed by faculty.* This permission must be explicit and current. At all other times, laptops must be kept turned off and stowed away. Students with particular learning challenges or an IEP may request an exception to this policy if using a computer will provide them with a long-term educational benefit. Their request(s) will be reviewed by the Faculty.

Students who use a computer at home for their work need to have all the necessary equipment to support their computer use including the means to print. If unavoidable technical circumstances interfere, students may print at school but only on the printer maintained for student use. We recommend that students bring such assignments to school on a flash memory device.

Assignments emailed or saved to an Internet drive may not be accessible if the Internet goes down, nor will lack of Internet access be an acceptable excuse for late work. Students should not depend on school for printing and need to leave adequate time in the morning to print assignments if the need arises. Acceptable times for printing are: before Morning Gathering, at Morning or Lunch Breaks, or after school.

### The Internet

During the school day, no student may access the Internet--whether using a personal computer, smartphone, or other communication device, unless specifically instructed to do so as part of a class activity or with a teacher's specific permission. This permission must be explicit and current and pertains only to that student for a specific academic activity--specifically it *does not* include off-topic Internet "surfing" or accessing personal social media. Any student who violates this policy will have his or her device confiscated. In the case of repeated violations the student will be referred for disciplinary action.

### **Restricted Items**

The following items are not permitted on campus, except as provided by the school and used under the direct supervision of a teacher: fire-igniting material such as matches, lighters, or lighter fuels; aerosols; flammable substances; weapons or toys such as knives or guns. Students are not permitted to bring or use any illegal items or substances on campus. The school reserves the right to suspend or dismiss a pupil for serious transgression of this policy.

### **Food, Beverage, and Chewing Gum**

We do not permit food in classrooms during class times unless allowed by the teacher of that class. A 15-minute morning snack time is provided. Standard 5-minute transitions between classes are not for food consumption. Students should bring to school ample healthy food and drink for snack and lunch. The school strongly discourages student consumption of soda, caffeinated beverages, or drinks with excessive amounts of high fructose corn syrup. Only water and hot herbal tea is permitted in classrooms, and only in closed containers. Every student is expected to keep a water bottle at school and to fill it during transition times; therefore, students are not permitted to leave any class in session in order to get a drink. Gum chewing is not permitted on campus during school hours or in the school building at any time.

### **Student Driving and Parking Policy**

No licensed student who drives to school may drive—alone or with other students— during school hours. However, an approved student driver may drive his or her own vehicle if dismissing early or signing out and back in again for an approved appointment. In these cases, explicit parental notification to do so must be provided to the school in writing, by phone call, or

via email. Parents/guardians are fully responsible for granting or denying permission to their children to ride with a student driver.

### **Social and Behavioral Issues**

The Gathering Waters Faculty and staff expect students to cooperate in creating and maintaining a healthy social environment in the school. The Faculty does not desire to police students. We encourage and rely on the students' own initiative in responsibly supervising themselves and each other. We are convinced that this cooperation helps students develop a sense of social responsibility and responsiveness to their inner moral convictions. When this inner authority fails, the life of the school suffers, and the Faculty together must resolve the resulting difficulty with the student and his/her parents. The Faculty assumes that students intend to do their best in all areas of school life. The atmosphere most conducive to learning is only achieved with parents and students who willingly support the philosophy, policies, and values of the school. The Faculty expects high standards of behavior, citizenship, and care for others from all students, including appropriate language between students as well as with teachers, without the burden of a large number of specific rules.

The Faculty reserves the right to judge the seriousness of impropriety of behavior during school and may ask students to participate in a social inclusion program or in counseling to resolve social and behavioral difficulties that arise in the daily life of the school. All proceedings are confidential. Parents and key Faculty will be informed of the outcome of any such intervention.

### **Serious Incidents**

Serious incidents involving a student (i.e., incidents that will require a meeting between the student, his/her parents or guardian, Individual Advisor, Class Advisor(s) and other Faculty) may lead to a suspension and a requirement for reflection work and counseling prior to the student returning to school and attending classes.

Serious incidents include:

- Vandalism.

- Possessing, using, distributing, or being under the influence of alcohol or any illegal substances of any kind.

- Possession of firearms, weapons of any kind, or explosives.

- Fighting, physical violence, or any kind of psychological intimidation.

- Use of obscene, inappropriate, or antisocial language

- Sexual harassment or misconduct.

- Harassment, hazing, or bullying behavior - including cell phone, texting, or online bullying.

- Smoking on school grounds at any time, or off-campus during school hours.

- Being dishonest, including lying, stealing, cheating, plagiarism, or copying the work of other students.

- Leaving campus without permission (except for seniors in good academic standing)

- Not attending a scheduled class or High School event without first obtaining permission to miss the class or event.

- Being present in buildings after hours without supervision or permission.

Suspensions are noted in the student's permanent record.

### **Student Withdrawal**

The school reserves the right to ask a student to withdraw under the following circumstances:

A suspension that is not successfully resolved to the satisfaction of all parties.

Socially, the student's behavior is destructive to the life of the school or the student does not willingly abide by the rules of the school.

## *Alcohol, Drug, and Tobacco Policy*

As articulated in our mission statement, the faculty at Gathering Waters commits our fullest efforts to provide an education for our students that enables them to discover their interests and capabilities; explore the surrounding world; and cultivate a lifelong love of learning, a sense of community responsibility and understanding of environmental sustainability. The use of drugs and alcohol hinders the development of these capacities and prevents students from reaching the full potential of their unique gifts and strengths. We believe it is incumbent upon the entire school community to promote the health and well-being of the young people in our care—to create a wholesome social and learning environment based on communication, trust, and commitment to the highest ideals of an education. To that end, we expect each student to make the commitment to abstain from drugs and alcohol year-round while a student at Gathering Waters, and that the parents support all of our students in this commitment.

The school's response to drugs and alcohol infractions is two-fold. The first is educational and health-oriented: in our chemistry, physiology, and health classes we teach the properties of tobacco, alcohol, and drugs and their effects on health and well-being. The second is disciplinary. We believe both responses are essential to the well-being of the individual student and the school community.

### **Our Policy**

No student may possess, use, sell, or exchange tobacco products, alcohol or drugs, or be under the influence of alcohol or drugs on school grounds, or at any school-related activity including, but not limited to, field trips, dances, sporting events, or performances, either on or off campus. Any student in the presence of others who are violating drug and alcohol policy is also considered accountable and subject to appropriate consequences.

A student found using or possessing drugs, alcohol, tobacco, or related paraphernalia will be subject to disciplinary action including suspension for a minimum of three days; the student's parents will be notified immediately. Students may be required to undergo an evaluation by a certified substance abuse counselor and further required to adhere to the recommendations of that counselor. A second drug or alcohol infraction may be grounds for expulsion regardless of when the first infraction occurred.

Any student found distributing drugs or alcohol under any circumstances will be subject to immediate dismissal. Sharing, even without compensation, may be considered distribution. If students are found smoking or consuming illegal substances and/or alcohol on field trips, they will be sent home at the family's expense.

Parents and legal guardians are advised that serving alcohol or providing tobacco or illegal drugs to minors (those under the age of 21 in the case of alcohol and under 18 in the case of tobacco) is

illegal and, according to the laws of the State of New Hampshire, can result in arrest, prosecution, and incarceration. Consumption of any of these illegal substances and/or alcohol that takes place on private property, even without the permission or knowledge of the property owner, subjects the responsible adult(s) to the same penalties.

### **Drug and Alcohol Intervention**

The purpose of this policy is to hold students accountable for their behavior and performance at school and to confront problems proactively. There are two levels of intervention based on concerns about possible substance use; they may include both confrontation and professional drug and alcohol assessment.

Expression of Concern is communication by a member of the community to a student about his/her behavior and possible substance use. Expressions of concern are private and non-disciplinary. Students are also encouraged to informally express concern when apprehensive about another student's substance use—either directly to that student or to a faculty member. Faculty members are expected to express concern about a student's possible substance use if there are indications of use. Faculty members also are expected to keep a record of expressions of concern and notify the parents of any such conversations.

Formal intervention signifies that the student has lost the confidence of the faculty and staff regarding drug and alcohol use. The purpose of formal intervention is to help the student confront the issues that have become the focus of our concern. A formal intervention may or may not be preceded by informal interventions.

The student and the student's parents will be fully informed of a formal intervention and the conditions that may be placed on the student resulting from such intervention, which may include a professional drug and alcohol assessment, counseling, and random drug screening. If the student does not agree to the conditions of a formal intervention, the alternative is medical leave or withdrawal from the school.

The faculty and staff are not required to work with students whose commitment to being substance-free cannot be monitored. Conditions for continuing in school include undergoing drug testing three times over a period determined on a case-by-case basis. The arrangements for and costs of these tests are the parents' responsibility. Results will be sent directly to the school and need to indicate a decrease in student's use over the testing period.

### **Sanctuary Policy**

The main purpose of the sanctuary policy is to promote safety, individual responsibility, and trust. It is not meant to promote or enable substance use. If a student judges that the health of another student or his/her own is in jeopardy, he/she can contact a faculty member with the intention of requesting professional help for the impaired or addicted student(s). Such contact is called "sanctuary."

The student claiming sanctuary will retain anonymity except to the informant and the High School core faculty.

No disciplinary consequences will be put on the reported student's record.

The impaired or addicted student will receive no disciplinary action.

The impaired or addicted student must take these actions:

a) Call his/her parents, inform them of the incident and direct them to call the Faculty Council Chair or Lead Administrator

b) Meet with designated faculty members and arrange for a substance use assessment and long-term support plan.

Sanctuary cannot be claimed by a student if confrontation or discovery by a faculty member occurs first or is imminent.

Sanctuary may be used by students for events occurring off or on campus. In the case that law enforcement becomes involved, the school's sanctuary policy does not release students from whatever legal action ensues.

If a student believes that he/she has a substance abuse problem, or if a parent has concerns about his/her son or daughter, or any other student, he/she can contact a member of the faculty without fear of initiating a disciplinary response. The information will be held "in sanctuary" and our sanctuary policies will apply.

### **Tobacco**

Given the addictive nature of nicotine, the school treats tobacco products much like any other drug. Therefore, in the case of a student caught using tobacco products, the school will respond with appropriate educational and disciplinary measures. Note that, in New Hampshire, "no person under 18 years of age shall use or possess any tobacco product, e-cigarette, or liquid nicotine." Please note that Gathering Waters is a non-smoking campus.

### **In conclusion**

The school will make an effort to work with students who have developed habits around use. However, the ultimate burden rests on the student; no one can break substance habits for them.

## *Attendance*

### **Attendance Policy**

Attendance and participation in class are essential to the learning process.

Morning gathering begins at 8:45 am. Students arriving after 8:45 am will be considered late.

Students are expected to arrive on time for school each day, to attend school daily, and to be prompt in arriving for classes. There is a five-minute time between classes *for transitioning only*.

We ask students to limit outside recess or games to Morning Break and lunch periods.

Parents *must* notify the Office of a student's absence by 8:00am *that day*. Parents' notification responsibilities continue after the student turns 18. Attendance records become part of a student's permanent records.

In the case of a planned absence, parents are asked to formally notify the Office and the student's Individual Advisor two weeks in advance for an absence of two days or more, or one day in advance for a partial or single day.

Parents or guardians and students are asked to refer to the published Gathering Waters School Calendar in matters of vacations and non-school days.

In the event a student is taken out of school for reasons other than illness, the student and parent are fully responsible for any special assignments, tests, or other measures to make up for what is missed in class during this type of absence as well as any academic consequences. **Students are responsible for communicating with their teachers about tests and assignments missed during their absences.** Any missed work or assignments that can be brought home will be left in that student's mailbox for pickup by 3:30pm of that day.

If a student misses more than one-fifth of a morning lesson block (3 classes per 3-week block; 4 per 4-week block) or of a skills class (approximately 6 classes per trimester), he or she receives a grade but no credit. Students with extenuating circumstances for absences may appeal loss of credit to the teacher of that class or the Faculty.

### **Unexcused Absences:**

Failure of parent to notify school of an absence  
Sleeping late  
Having to do homework  
Broken alarm clocks  
Lateness due to family members  
Leaving school without permission or "skipping" class

A student having an unexcused absence on the day an assessment is given or a major project is due may receive a zero for that work or other consequences. These are left to the discretion of the individual teacher. If the faculty notes a pattern of absences on such occasions *for any reason*, the Individual Advisor will initiate a conversation with the parent(s) to determine appropriate action.

In case of absence for medical reasons of five or more consecutive days, parents or guardians may be asked to present to the Faculty Council Chair a physician's written release attesting to the medical situation. For students whose absence from school is due to a contagious disease (hepatitis, mononucleosis, etc.), the student may be asked to provide a written medical release before returning to school.

When absences are due to illness or significant hardship, the student's teacher and Individual Advisor will work with the student and family to determine the best course of action with regard to classes, appropriate credit, and enrollment status. We encourage students and families to work closely with their Individual Advisor and Class Advisor(s) when planning leaves of absence.

### **Excused Absences**

The following are legitimate and excusable reasons for lateness:

Student illness (with parental notification)  
Dental or medical appointments (with parental notification)  
Weddings or funerals (with parental notification)  
Family emergencies  
Car trouble or impassable roads due to natural disasters  
Approved athletic events  
Juniors/Seniors – college visits or on-campus college rep interviews up to a maximum of three

total

Activities associated with a student's leadership responsibilities

Sessions with College Counselor

### **Punctuality**

Students are expected to be at school and ready for morning meeting by 8:45 am. Therefore, we recommend that students plan to arrive at 8:30 am or earlier, so that unforeseen circumstances will not make them late.

We recognize that unavoidable circumstances may occasionally make the best-intentioned and best disciplined student late to school. Therefore, each student is permitted to arrive late to morning assembly up to three times per trimester without consequence.

We request that parents notify the Office in advance by handwritten note with parent signature if a student will arrive late for a pre-arranged reason, such as a medical or dental appointment. These instances will be counted as excused tardies, and not subject to school-related service. Consequences for tardiness to individual classes are at the discretion of the teacher, and may include reduction of the course grade and/or other measures. At the very least, tardies will appear on school reports.

### **Temporary Guardianship**

In the event a student temporarily does not reside at home, or the parents or guardians are absent from the home, the parents or guardians are asked to notify the Office of their absence and provide the name and contact information of the adult responsible for the student.

## *Administrative Matters*

### **Snow and Emergency Closing**

Gathering Waters follows the Keene School District (SAU29) in regard to snow days. However, because of the widespread area covered by our students' and teachers' homes, we reserve the right to make an independent decision to remain open or to cancel school at our discretion. Families will receive a calling post announcement about delays or cancellations. School cancellations will be announced, by 6:30 am, on the WMUR Channel 9 website ([www.wmur.com/closing/index.html](http://www.wmur.com/closing/index.html)) and on local radio stations WKBK (1290 on the AM/radio), WZBK (1220 on the AM/radio), WOQL (97.7 FM), WINQ (98.7 FM), WKNE (103.7 FM) in Keene; WNHI and WJYY in Peterborough; and WYRY (104.9FM) in Brattleboro. There will also be a pre-recorded message placed on the school phone.

School will not be canceled for inclement weather developing during the school day. However, parents should feel free to pick their children up before dismissal if they are concerned about conditions.

### **Visitor Policy**

All visitors are required to obtain prior permission from the Faculty and the Lead Administrator. The faculty discourages visits that are not prearranged. An occasional visit by a friend of a student may be considered when that student makes a request to the Faculty and alerts each of the teachers whose class the visitor plans to attend.

## **Head Lice Policies and Prevention**

If your child is found to have lice or nits at school:

You will be called immediately. Early dismissal to begin treatment is a requirement for an active case of head lice. Early dismissal is an option—although not a requirement—if nits are seen but no live lice are detected. In either case, parents are expected to begin treatment that day.

Students who are found to have lice or nits may return to school only after they have begun treatment, including daily head checks, nit-combing, and manual removal of all lice and nits.

Parents and care-givers must commit to a full course of treatment.

The Office will follow up with students and parents for three weeks after lice/nits are found to ensure that treatment is on-going and effective and to offer support and education.

If a student is not clear of lice/nits after three weeks of treatment and combing, the school will require the student to be seen by a professional and certified free of nits before returning to school. If you become aware that your child has lice or nits, but the school is not yet aware, please notify the Office.

## **Fever Policy**

If, during the school day, a student is experiencing a fever (99.5 degrees Fahrenheit or higher) or signs of a fever (chills, flushed skin, sweating), we will call parents/guardians to come to pick up the students, allowing him or her to be cared for at home.

A student experiencing any of the fever symptoms mentioned above should stay at home until fever-free for 24 hours without fever-reducing medicine.

## **Prescription Medications**

*It is critical that parents inform the School of any and all prescription medications their student is taking.* If a student needs to take prescription medications at school, parents must notify the Office and the student's Advisor *in writing*. The medications will be held in the Office and must be handed from an adult to the Office Manager or the faculty member who will monitor their use. No medications should be kept in student lockers or cubbies. All medication must be in its original packaging and fully labeled.

This policy applies to all over the counter medications as well. No pain relievers (acetaminophen, ibuprofen, or aspirin), homeopathic, naturopathic, including asthma inhalers, can be dispensed without the written permission of the parent.

## **Legal signatures**

For all fully enrolled Gathering Waters students under the age of 18, only the responsible parent(s) or guardian(s) may sign permission slips and forms. Students 18 or older need to sign a Consent for Release of Personal Information before the school can release financial information (including records of payment or non-payment), academic information (including but not limited to course schedules, grades, attendance records, copies of academic warnings), and medical information to parents or guardians. This form additionally authorizes the sharing of student confidential information between staff members at Gathering Waters Charter School in order to best facilitate support for the student as (s)he completes her/his high school education.

*To Conclude...* We ask each parent and student to read this handbook in its entirety. In addition, we ask each student to sign a statement that he or she has read this handbook. Your signature indicates you understand all the policies and consequences contained herein.

## **Appendix I: Board By-Laws**

### **ARTICLE I**

#### **Section 1. Qualifications of the Trustees**

The business and affairs of Gathering Waters Chartered Public School except as they are delegated to the Executive Committee hereinafter provided shall be controlled by a Board of not less than eight (8) and not more than sixteen (16) trustees. The Board of Trustees shall include up to two (2) teachers of the school. The Lead Administrator is a non-voting Trustee. The Board of Trustees reserves the right to terminate (for cause) the membership of any Trustee of the Board and shall fill this vacancy in accordance with Section 3 of this article.

No Trustee shall receive a salary or other compensation from the School for their work as a Trustee, other than for reimbursement for extraordinary travel or their expenses incurred directly through and as a result of their service as a Trustee.

#### **Section 2. Length of Term.**

The maximum length of the term of any Trustee shall be three years, and no Trustee shall serve more than two (2) consecutive terms, except as noted in this paragraph. The Trustees may vote to approve a single one (1) year extension, on a case-by-case basis, for non-Faculty members of the Board of Trustees, in special cases. In recognition of the special circumstances of representation on the Board by Faculty members, the Trustees may vote to approve to extend the terms for Faculty members beyond the two (2) three-year terms limit. These extensions for Faculty members are not limited in number, but shall be limited in length to one (1) year, after which time any additional extensions would need to be considered and voted on. Term limits do not apply to the Lead Administrator.

#### **Section 3: Nominations, Elections, Vacancies**

All nominations for the Faculty members of the Board shall be made by the Faculty and forwarded to the Governance Committee of the Board of Trustees for approval to be nominated to the Board, which shall not be unreasonably withheld. All other nominations shall be made by the Governance Committee of the Board of Trustees.

Election to the Board of Trustees shall be made by the Board at any regularly scheduled meeting a minimum of twenty-five days after the Trustee is nominated by the Governance Committee.

#### **Section 4. Regular Meetings**

A minimum of ten (10) monthly meetings of the Board shall be held annually. The meetings shall be held at the Gathering Waters High School facility in Keene or at such other place as is designated by the Chair(s).

#### **Section 5. Special Meetings**

Special meetings of the Board may be held at any time upon the call of the Chair(s), or, in the event of the Chair(s) absence or inability to act, the Vice-Chair or any three (3) Trustees and said meeting may be held at any time and place.

#### **Section 6. Notice of Meetings**

Notice of the time and place of each regular or special meeting shall be given by electronic or paper mailing to each Trustee to the last known email address, place of residence or business of such trustee not less than five (5) days before such a meeting, except as provided in Section 7 of this Article.

#### Section 7. Waiver of Notice

The transaction of any meeting of the Board of Trustees held without previous notice, as is outlined in Section 6, shall be valid as though made at a meeting held after regular notice, if, either before or after the meeting, each of the Trustees not present gives oral waiver of notice or consent to holding such a meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be made a part of the minutes of the meeting.

#### Section 8. Quorum

A quorum for the transaction of business shall consist of at least half of the voting members of the Board. A majority vote of such quorum present at the time and place of any meeting of the Board shall determine any proposition that may come before the Board, provided no other provision of these By-Laws be violated. If a majority of the Board participates, voting may be done by electronic proxy.

#### Section 9. Powers of the Trustees

The Trustees shall, in addition to the general powers conferred upon them by these By-Laws, have the power to:

a) Elect annually, at the June meeting of the Board or at a Board meeting held at other times during the year if necessary, a Chair(s) and Vice-Chair.

b) Receive and hold by purchase, gift, devise, bequest or grant real or personal property for educational purposes connected with or for the benefit of the School.

c) Sell, mortgage, lease or otherwise use and dispose of the property of the School in such a manner as the Trustees shall deem most conducive to the well-being of the School.

d) Declare vacant the seat of any Trustee who is absent from any three (3) consecutive meetings of the Board.

e) Make and amend all By-Laws necessary and proper to carry into effect the powers of the said Board of Trustees as necessary and desirable in the advancement of the interests of the School, provided that no By-Laws shall conflict with the Constitution of laws of the United States, or of the State of New Hampshire or with the provisions of Section D, Article II, of the Articles of Association of the Gathering Waters Public Charter School.

f) The Board of Trustees shall have the power to close the School and dispose of its assets in accordance with the provisions of Section 14 h. of the Charter of Gathering Waters Charter School, if, in the judgment of the Board and the Faculty the School no longer adheres to and promotes the purposes as stated in the Charter.

## ARTICLE II

### OFFICERS OF THE BOARD

#### Section 1

The officers of the Board shall consist of either: i) a Chair, a Vice-Chair, a Treasurer and a Secretary, or ii) two Co-Chairs, a Treasurer and a Secretary, all of whom shall be members of the Board of Trustees. The term “Chair” shall be defined as either the Chair officer position or the Co-Chair officer positions. The offices of the Vice-Chair and the Treasurer may be held by the same person, and likewise with the offices of Treasurer and Secretary; but there must be at least three (3) officers. The Officers of the Board shall be elected to one-year terms, and are eligible for re-election to one subsequent one-year term.

The Chair and Vice Chair or Co-Chairs of the Board shall be elected to a one (1) year term, at the regular June meeting of the Board of Trustees or at such other time as becomes necessary. The term length for Chair and Vice Chair can be shorter than one (1) year or extended beyond one (1) year, at the discretion of the Board.

#### Section 2. Chair’s Powers and Duties

The Chair of the Board of Trustees shall preside at all meetings of the Trustees and Executive Committee at which the Chair is present. The Chair shall appoint a Secretary and Treasurer for the Board subject to confirmation by the Board of Trustees at a regular or special meeting. The Chair shall, when directed by the Board of Trustees, sign with the proper officers of the Board all contracts, securities and other obligations of the school in the name of the School. During times when Co-Chairs oversee the Board of Trustees, only one Co-Chair will be required to sign any contracts or securities of the school in the name of the School. The Chair shall do and perform such other duties as may from time to time be assigned to the Chair by the Board of Trustees and shall have a general oversight over the business affairs and finances of the school.

#### Section 3. Vice-Chair’s Powers and Duties

In case of the absence or disability of the Chair, the duties of the office shall be performed by the Vice Chair.

#### Section 4. Treasurer’s Powers and Duties

The Treasurer shall have the custody of the funds and securities of the school which may come into the hands of the Treasurer and shall, if required by the Trustees at any time, give such bond as the Board of Trustees may require. The Treasurer shall also perform such other duties as the Board of Trustees or the Chair may require. The Treasurer shall also, whenever required by the Board of Trustees or the Chair, render a statement to them or to the Chair of the finances of the school. The Treasurer shall be a member of the Finance Committee.

#### Section 5. Secretary’s Powers and Duties

The Secretary shall keep the minutes of all meetings of the Board of Trustees. The Secretary shall attend to the giving and serving of all notices for the school. The Secretary shall perform all duties incident to the office of the secretary, subject to the control of the Board, and such other duties as may from time to time be required of the Secretary by the Board of Trustees, the Executive Committee or the Chair.

### ARTICLE III

#### EXECUTIVE COMMITTEE

The Executive Committee shall consist of the Chair(s) of the Board of Trustees, and the Vice Chair of the Board of Trustees, the Chair of the Faculty Council and the Lead Administrator.

In the case of a Co-Chair structure, only one of the Co-Chairs is required to attend an Executive Committee meeting, although both shall be invited. The Executive Committee shall be charged with conducting such Board level affairs and business of the School as deemed necessary and proper between meetings of the Board of Trustees. Members of the Executive Committee may invite guests to Executive Committee meetings when appropriate. The Executive Committee has the authority, in an emergency situation, to make such decisions that are normally reserved to the Board, but such actions must be ratified at the next full Board meeting as is appropriate. The Executive Committee shall keep minutes of any decisions made at meetings.

#### ARTICLE IV LEADERSHIP COUNCIL

The Board empowers the faculty to select a Lower (1-5) and Upper (6-12) school chair. These faculty chairs work in collaboration with the Lead Administrator as the Leadership Council. The Board recognizes the primary role of the Leadership Council to oversee and determine policies and practices in regard to curriculum, student assessments, teacher evaluations, and other matters pertaining to pedagogy.

#### ARTICLE V COMMITTEES

The Board of Trustees shall establish the following standing committees:

1. Finance Committee
2. Governance Committee
3. Human Resources Committee
4. Development and Fundraising Committee
5. Enrollment and Outreach Committee
6. Strategic Planning Committee

Committees shall be made up of at least one (1) Board member and other interested parties approved by the Board. Other committees of the Board may be established as the Board sees fit.

Committees shall take minutes of meetings and shall distribute the minutes to the Board prior to Board meetings.

#### ARTICLE VI AMENDMENTS

New By-Laws may be adopted or these By-Laws may be amended or repealed by a vote of a two-thirds (2/3) majority of the total membership of the Board, except that Article I, Section 9, paragraph f, may not be amended or repealed.

The Governance Committee, shall review the By-Laws on an annual basis, and report to the Board of Trustees, at their January meeting, any recommended amendments to the By-Laws. Nothing in this paragraph shall prohibit amendments to the By-Laws at other times of the year.



## Appendix K:

### Gathering Waters Chartered Public School Curriculum Standards -Grades 1-8

Please see Appendix P for the The Alliance for Public Waldorf Education Recommendations for the Grade Level Placement of the Common Core Standards for further information on the alignment of our curriculum with the Common Core.

#### First Grade

##### Overview

Everything brought to the first grader arises out of movement, artistry, verse, and story. The goal in first grade is to build a strong foundation for current and future academic work through the imagination. While the students still learn naturally through imitation, the first-grade teacher now begins to engage the memory of the students. The teacher focuses on developing healthy school habits and the social and emotional skills that the students need to navigate the classroom and beyond.

##### Sample Block Rotation

Form Drawing

Language Arts (consonants) (2)

Mathematics (quality of numbers)

Language Arts (vowels)

Mathematics (four operations) (2)

Language Arts (lower case letters)

Nature Stories

##### Language Arts

The students' first and primary experience of language in first grade is through the spoken word. They are immersed in language in the fairy tales told by the class teacher, through choral recitation of memorized poems, and through class discussions, such as the students' retelling of a previously heard story. The students learn the letters of the alphabet from fairy tales full of imagery.

After the initial study of the alphabet, including the proper formation of each letter, the students learn to write by copying from the teacher a familiar word or a poem that they have already memorized. They then read what they have just written. The students are able to find meaning in what they have written right away, without the need to encode or decode individual syllables. After the students have experienced success writing familiar words, sentences and poems, the teacher uses this foundation to build encoding and decoding skills. By the end of first grade, most students will be comfortable writing and reading consonant-vowel-consonant words.

Throughout the school year, first graders write in and illustrate their own main lesson books using beeswax crayons. The teacher may choose beeswax stick crayons or colored pencils as writing utensils. The students' first experience of writing is artistic, and their main lesson books become a tangible product of their first grade studies.

**By the end of first grade, students should be able to do the following:**

1. Understand the difference between the consonants and vowels.
  2. Recognize the 26 upper case letters of the alphabet by sight and sound.
  3. Draw and write each letter with care, accuracy, and artistry.
  4. Listen carefully to oral stories and be able to engage in oral retelling of the story in following lessons.
  5. Engage in recitation of poetry and verse, accompanied by movement and meaningful gesture.
- Read, chorally and individually, common letter blends such as TH, CK, CH, and recognize common words like THE.
6. Begin to read simple sentences already copied from the board and memorized by heart.
  7. Copy short sentences neatly and accurately from the chalkboard.
  8. If a class teacher feels that the class writes the upper-case letters beautifully and is ready for lower case, they may be introduced during the later part of the school year.

**Mathematics**

In first grade, students begin their study of arithmetic by exploring the qualities of numbers one through twelve. We ask questions such as, “Where do we see one in the world?” The students may point to the sun, their class, or their families as examples of “oneness,” or unity. They may even exclaim, “There is only one of me!” We look for examples of the other numbers in the world as well: we see two in the night and day, we see three in our bodies, four in the seasons, five fingers on each hand, etc. We practice counting forwards and backwards through gross and fine motor movements, as well as with the use of manipulatives. Developing the students’ sense of number and their ability to estimate are important areas of focus.

The students learn to use all four operations in daily mental math story problems from the beginning of the year. Each operation is introduced more formally in the second half of the year, including written equations. Stories are used to enliven and assist the students’ thinking by keeping arithmetic grounded in the world. Students are introduced to basic math facts for addition and subtraction. They begin working on multiplication tables chorally and through movement.

**By the end of first grade, students should be able to do the following:**

- Experience a qualitative relationship with numbers 1 – 12.
- Count forwards and backwards from 100.
- Read and write numbers up to 100.
- Read and write Roman Numerals up to XII.
- Work with numbers in the foreign language classes, as well.
- Read and write number sentences, beginning with the whole and moving into the parts. This allows for a flexible understanding of how a specified number can be formed. (E.g.,  $5 = 3 + 2$ ,  $5 = 1 + 4$ ,  $6 = 3 \times 2$ ,  $6 = 1 \times 6$ ,  $8 = 10 - 2$ ,  $8 = 11 - 3$ , ....)
- Recognize the difference between odd and even numbers.
- Use concrete objects (stones, fingers, acorns) to solve arithmetic problems.

- Answer mental math stories presented in an imaginative story (introduction to word problems).
- As a group, skip count by 2's, 3's, 4's, 5's, 10's, and 11's.
- Have a sense of larger and smaller (e.g. how many objects might be in a bowl, or a hand) and practice simple estimation.
- Describe basic geometric shapes through movement, walking patterns, and drawing.
- Be comfortable working with addition and subtraction number facts up to 24 beginning with the whole and forming the equation with the parts. (e.g.,  $10 = 1 + 9$ ,  $10 = 2 + 8$ ,  $10 = 3 + 7$  ....)
- Recognize the uses of the four basic processes/operations and apply these in solving simple arithmetic problems given in story form. The student should be able to solve problems of addition and subtraction using forward and backward counting and the use of objects such as counting stones. Multiplication and division problems should be able to be done by the grouping of objects such as counting stones.
- Recognize the equal sign and what it means in a story problem and in a written equation.

### **Science**

The student's earliest introduction to science is embedded in nature stories and their experience of the outdoors. Seasonal festivals and a classroom nature table help introduce the young student to the rhythms and gifts of the natural world.

### **Behavioral / Social / Emotional**

A major theme of first grade is the unity of the class. The students learn to become part of the group. They learn to adopt social norms that contribute to a culture of care, respect, and responsibility for both the group and the individual. With the teacher's guidance, students learn to navigate and resolve conflict, to share, and to value the diversity within the group.

### **By the end of first grade, students should be able to do the following:**

- Sit still in a chair in a classroom setting for activities lasting up to 15 minutes.
- Listen when a teacher or a classmate speaks.
- Take turns.
- Stand in line while waiting for turns.
- Agree to compromise in play.
- Be inclusive in play.
- Wait for and then follow instructions in classroom setting.
- Begin and end activities as requested.
- Raise hand before speaking in class.
- Refrain from calling out in class.
- Develop a sense of class as a whole.
- Shake the teacher's hand and make eye contact during greeting.
- Strive to be fair in play.

- Treat teachers and classmates with respect, appreciation and a supportive attitude.
- Express joy about their work.
- Demonstrate appropriate boundary awareness of self and others.

### **Homework and Assessment**

At the end of each school day, children are left in freedom to process what they have learned without the burden of homework.

Student assessment is continuous and individual. The teacher routinely reviews student's main lesson books and observes successes and challenges in the classroom. Near the end of the year, a teacher may make time for special activities that will help inform each child's year-end narrative report. Parent-teacher conferences are scheduled twice yearly to allow teachers and parents to share their observations.

### **Other**

#### **Class Play**

The first-grade students perform a class play near the end of the year. The theme arises out of the curriculum, and care is taken to provide an age-appropriate experience for the entire class. The play is usually performed in the first-grade classroom with a limited audience.

#### **Class Trip / Field Trips**

The first grade typically enjoys many field trips during the year, usually starting with the annual hike day in early October.

#### **Motor Skills**

Intentional physical movement is a part of every lesson plan in the first grade. In main lesson, the class teacher leads circle activities in which the class recites and moves to a series of poems, songs, rhymes, dances, and games that incorporate gross motor and fine motor movements. The students learn through imitation from the teacher. Motor skills are also developed outside of the daily main lesson in games classes, foreign language, movement/eurythmy, handwork, painting, and beeswax modeling classes. All teachers use movement activities as an important tool to bring balance to lessons by engaging not just the students' minds but their whole bodies, as well.

#### **By the end of first grade, students should be able to do the following:**

- Show ability to accurately imitate the teacher's gestures during poems and movement activities.
- Demonstrate rhythmic ability in clapping, skipping, dancing, jumping, etc.
- Use the correct crayon or pencil grip.
- Write and do form drawing from left to right.
- Recognize left, right, up, down.
- Make the correct placement of words or forms on a page.
- Form numbers and letters correctly.
- Form a circle with classmates.
- Understand their place in circle or in a line.

## **Painting**

Students in first grade are guided in weekly wet-on-wet watercolor painting. As the teacher tells a story, creating a quiet mood, the students have a rich inner experience of color through the activity of painting. The primary colors are explored first, followed by various color combinations.

## **Modeling**

Throughout first grade, students model beeswax on a weekly basis. The teacher guides the students as they hear a story and form the beeswax into various objects, mostly from nature. The students experience a quiet mood as they exercise their fine motor skills to shape the wax. The texture and warmth of the wax in the students' hands is therapeutic.

## **Form Drawing**

In addition to the form drawing block that may begin the first grade year, students have a weekly form drawing class. Over the course of the year, students master increasingly complex forms, demonstrating spatial awareness and integrated movement.

## **Music (Chorus and Instrumental)**

Singing is a key feature of the students' classroom experience on a daily basis. Choral singing is used for the shared sense of beauty, as a natural way to manage transitions, as a way to celebrate the festivals and seasons, and as a medium for classroom content. In first grade, students learn to play simple melodies using pentatonic flutes. All musical instruction in first grade is through imitation and choral practice.

**Other classes include Handwork, Spanish, Games, and Eurythmy/Movement, Health and Wellness**

## **Second Grade**

### **Overview**

The students in grade two live between the worlds of the wholeness of the first grader and the approaching nine-year change. Material is still presented imaginatively through story, movement, and artistic presentations. Students learn through imitation and joyful practice, and they are increasingly ready to explore and formalize the patterns and rules in mathematics and language arts that were introduced in first grade.

### **Sample Block Rotation**

Form drawing

Language Arts with stories from lives of heroic individuals (2)

Mathematics (review of operations & math facts)

Language Arts with Fables

Mathematics (place value) (2)

Language Arts with Nature Stories

## **Language Arts**

At this time in their development the children are becoming more aware of the duality of human nature in the world and in themselves. Literature in second grade is drawn from stories from the curriculum, fables, and Native American tales. The good, humble person who cares for humans and animals alike is contrasted with the wily and often self-serving ways of the characters in fables. These characters are most often animals acting out those traits that represent the foibles of humans. The Native American tales bring aspects of both through humans and animals and are also an accompaniment to nature science.

The skills developed in first grade are strengthened and used as a foundation to move into a more formal reading and writing curriculum. Second graders will continue to write sentences based on the stories of the lives of virtuous individuals, fables, and Native American tales. The sentences will increase in length, and punctuation and other mechanics are taught gently and only as needed. If lower case letters were not introduced in first grade, they are introduced at the beginning of second grade and practiced as part of the writing process. Later in the year, simple compositions created and copied as a class will take the place of pre-written sentences.

More complicated word families and first spelling rules are introduced. Students are expected to begin to read from printed texts. Because students will come to read on their own at different rates, classroom reading time takes various forms, with some students reading to classmates, some students reading on their own, and others continuing to read chorally from readers.

By the end of the year, students will be able to do the following:

- Sound out words phonetically
- Recognize basic sight words from Fry or Dolch List
- Read simple texts and main lesson bookwork
- Read and spell words within word families
- Read in a group and discuss the content
- Write simple dictations and spelling words
- Write in both upper- and lower-case alphabets
- Copy writing from the board and follow a guided drawing for main lesson bookwork
- Listen to and be able to recall oral stories
- Engage fully in recitation of verses and poetry and the accompanying gestures

## **Mathematics**

The arithmetic work of grade one continues and is expanded upon and solidified. The qualities of numbers, counting, estimating, and the four processes are reviewed. Addition and

subtraction tables are practiced extensively and become automatic. Times tables are also worked with in a more formal way and are put into the main lesson book. Seeing the relationship between multiplication and division more clearly is emphasized. Written problems will move from being written horizontally to vertically in preparation for regrouping.

The new mathematics content for this year is place value. The concept of place value is presented imaginatively in the context of a story. Work with manipulatives reinforces the meaning and application of the concept, and initial equations arise directly out of meaningful story problems. After students have become comfortable with place value, the teacher introduces regrouping, carrying and borrowing. In second grade, students are not required to carry and borrow across place-holder zeros.

**By the end of the year, students will be able to:**

- Work with more complex story problems using the four processes
- Confidently know the 2, 3, 4, 5, 6, 10, and 11 multiplication tables
- Understand the vocabulary connected to multiplication, “2 is one group of 2”
- Be able to read and recite times table sentences, “ $6 = 2 \times 3$ ”
- Work with geometric patterns related to the times tables
- Answer oral math questions individually
- Confidently estimate answers to math questions
- Be fluent in addition and subtraction facts
  
- Work comfortably with both manipulatives and pencil and paper to solve problems
- Understand the concept of place value; work with place value in numbers up to 1,000
- Work with regrouping for borrowing and carrying (without place-holder zero)

**Science**

The natural science curriculum continues to be embedded in nature stories and time in the outdoors. Seasonal festivals and a classroom nature table bring attention to the rhythms and patterns of the natural world. Awareness of the seasons, the weather, and the environment around us is brought through story, song, and celebration.

**Social Sciences**

Literature from diverse cultures provides an early introduction to the larger world.

**Behavioral / Social / Emotional**

**By the end of the year, students should be able to:**

- Sit in a chair in a classroom setting
- Listen when teacher or classmates speak
- Wait for a turn in any activity, raise hand and wait to be called upon
- Follow oral directions of the teacher
- Exercise personal boundaries

- Show verbal control
- Engage in fair play
- Show consideration of others
- Shake teacher's hand and make eye contact during greeting
- Show a respectful attitude towards teachers and classmates
- Respond appropriately to requests by the teacher

### **Homework and Assessment**

At the end of each school day, children are left in freedom to process what they have learned without the burden of homework.

Student assessment is continuous and individual. The teacher routinely reviews student's main lesson books and observes successes and challenges in the classroom. Near the end of the year, a teacher may make time for special activities that will help inform each child's year-end narrative report. Parent-teacher conferences are scheduled twice yearly to allow teachers and parents to share their observations and insights.

If a student is not making age-appropriate progress by the beginning of second grade, the teacher may consult with colleagues and specialists to better understand the student's challenges and learning needs. Though it may be premature to draw the child's attention to their learning differences by pulling them out of the classroom setting, the teacher will want to design classroom activities that support individual learning needs, whenever possible.

### **Other**

#### **Class Play**

The class play reflects the themes of the second-grade year and is a chance to re-enact a favorite story from the curriculum. It may be a recitation in verse by the class, small groups may recite parts together. Even if individual students have their own lines, these are recited with the support of classmates. The choosing of a play is often based on the needs of the class or several individual students. It brings together speech practice, community building, painting, drawing, and music, and can build individual confidence as well as strengthen class relationships. Students learn their lines through imitation and choral practice.

#### **Class Trip / Field Trips**

Trips are local and usually seasonally connected – apple picking in fall at a local farm, nature hikes, skating and sledding.

#### **Motor skills**

##### **Students should be able to:**

- Form, with spatial accuracy, elements of the straight and curved line in form drawing.
- Form simple figures from a single piece of modeling beeswax.

- Use both the knit and purl stitch to complete handwork projects.
- Sew felt into a variety of projects using the blanket and running stitches.
- As part of the group, join in morning activities involving singing, recitations, and movement.
- As part of the group play simple melodies using pentatonic flutes.
- Demonstrate appropriate boundary awareness of self and others.

### **Painting**

Discovering color as a living language of creative beings continues to be the focus of watercolor painting in second grade. Form is not indicated early on; the focus is on the movement and the experience of color and the relationships between the colors. Color stories in which the qualities of the colors are brought forth in conversations and drama form the basis of each painting. Form may enter in a simple way towards the end of the year.

### **Modeling**

The primary material for modeling in second grade is beeswax. Warming and shaping fragrant beeswax into pure forms while hearing an accompanying story is an important part of the second-grade year. Gradually more sculptural forms can come into being. Animals from the fables are favorite first sculptures. Small lumps of easily warmed clay may also be used.

### **Form Drawing**

Students should form, with special accuracy, elements of the straight and curved line in form drawing. They should be able to copy a running form from left to right on a page. Forms in second grade also include mirrored forms. The second grader will be able to draw a mirror image of a vertical or horizontal form.

### **Music (Chorus and Instrumental)**

Work with the pentatonic flute continues with emphasis on everyone contributing to create a group sound. Singing may still include songs in the mood of the fifth, but most songs now have a major or modal tonality. Strong rhythm may also be brought in. There is still a lot of daily singing with games and movements and during transitions.

**Other classes** include Handwork (knitting), Spanish Games, and Eurythmy/Movement, Health and Wellness

## **Grade Three**

### **Overview**

The third graders find themselves at an important developmental threshold. As they wake in their consciousness of themselves and the world, students of this age crave the reassurance that comes from stories of people finding their way upon the earth and meeting their most basic needs. Ancient Hebrew legends, international farming practices, measurement, the study of house building/shelters from many different cultures, and practical arts are the focus of the third-grade

curriculum. These stories and practical skills offer a path to finding one's place in the world through the understanding of both self-sufficiency and interdependence.

### **Sample Block Rotation**

Language Arts with Hebrew legends (3)

Mathematics (review)

Mathematics with measurement and time

Language Arts with shelters from around the world

Mathematics with farming and fibers (2)

Nature Stories

### **Language Arts**

The students will continue with compound words, homophones, and encoding and decoding by syllable. Grammar will be introduced with the parts of speech: doing words (verbs), naming words (nouns), describing words (adjectives), and how words (adverbs). Articles and conjunctions are also introduced. Cursive handwriting is formally introduced as the children begin creating their own compositions, utilizing skills in spelling, punctuation, and editing which they have recently acquired. Reading groups continue with an emphasis placed on comprehension and reading with attention to punctuation.

#### **By the end of the year, students should be able to:**

- Write comfortably in print and cursive.
- Read about the first hundred sight words on the Fry lists.
- Apply weekly spelling lists to single word and simple dictations.
- Write compositions on their own based on a story presented and then recalled in Main Lesson.
- Demonstrate a basic understanding of the four kinds of sentences: declarative, command, question, and exclamatory.
- Demonstrate an understanding of: doing words (verbs), naming words (nouns), describing words (adjectives), and explaining words (adverbs).
- Correct own work with help from the teacher, focusing on capitals, correct punctuation, and spelling.
- Participate successfully in free reading and group reading activities.
- Read aloud with articulation and working knowledge of punctuation.
- Recognize who or what a sentence is about and the action taking place within the sentence.
- Comprehend the themes of the class reading books.

### **Mathematics**

Mental arithmetic problems continue to be practiced using the four processes. Number relationships and computation skills are strengthened as the children learn, memorize, and practice

their multiplication tables up to twelve forward and backward. Students continue working on their comprehension of place value through one million and are comfortable adding and subtracting two- and three- digit numbers. Multiplication with two and three-digit multipliers is introduced, and long division may be introduced late in the third-grade year (or saved for fourth grade). Measurement of time, linear measurement, liquid measure, dry measure, and weight are taught through practical application. Students become comfortable with unit conversion to the point of nearly committing the most common conversions to memory.

**By the end of the year, students should be able to:**

- Answer mental math problems using the four processes.
- Solve more complex written math problems on paper.
- Demonstrate understanding of place value into the millions.
- Understand place value through expanded notation ( $325 = 300 + 20 + 5$ ).
- Perform short division.
- Multiply with two and three-digit multipliers.
- Carry numbers in addition.
- Borrow numbers in subtraction.
- Tell time.
- Understand days, weeks, months, years, and units of years (decades).
- Comfortably use linear measurement, liquid measure, dry measure, and weight to solve problems.
- Comfortably use equivalents of various measures (2 pints = 1 quart).

**Science**

In the third grade, special attention is paid to becoming a steward of the earth. The children study the cycles of the year and the growing seasons for our New England climate. They are immersed in practical activities such as farming, gardening, composting, measurement, and house building. Plant and animal fibers are studied and worked with as well.

**Social Sciences**

What will later evolve into the world geography and cultures curriculum in later grades has foundations in the third grade as students explore shelters, animal husbandry and farming practices from around the world. The study of silk, for example, is embedded in the rich culture and geography of ancient China, and the study of flax takes the class to the banks of the Nile and early Egyptian culture.

**Behavioral / Social / Emotional**

**Students should be able to:**

- Recognize and embrace differences among their classmates.
- Take turns in games and activities.

- Engage in fair play.
- Focus on fun over competition.
- Control verbal and physical expressions.
- Respect the authority of the teacher in any given class.
- Participate positively on field trips.
- Complete physical work in the company of others (e.g., chores during the farm trip)
- Correct academic work under the guidance of the Class Teacher.

### **Homework and Assessment**

At the end of each school day, children are left in freedom to process what they have learned without the burden of homework.

Student assessment is continuous and individual. The teacher routinely reviews students' main lesson books and observes successes and challenges in the classroom. Regular spelling tests, short dictations, individual composition work and daily math practice help alert the teacher if a student is struggling. Near the end of the year, a teacher may make time for special activities that will help inform each child's year-end narrative evaluation. Parent-teacher conferences are scheduled twice yearly to allow teachers and parents to share their observations and insights.

If by the end of second grade, students were not demonstrating age-appropriate progress, third grade is often the year to begin exploring interventions. Depending on the insights of teachers and others who know the child well, intervention might include academic tutoring, therapeutic Eurythmy/Movement, therapeutic painting, or occupational / physical therapy (e.g. for persistent issues with spatial awareness or sensory integration).

### **Other**

#### **Class Play**

The class play in third grade is often inspired by the ancient Hebrew legends or the farming curriculum. The children still recite the speech together; however, they also have their own individual lines as they now experience themselves separate from others. For the first time, students may receive a written copy of the script, but they continue to learn their lines primarily through imitation. The class play is typically performed in the classroom.

#### **Class Trip / Field Trips**

Day trips and visits to local craftspeople and farms are spread throughout the year to help the children experience the practical aspects of third grade. A 3-4 day farm trip is encouraged to help the children gain an understanding of where our food and clothing originates and to experience the joy of working the land and relating to the earth around them. This is often the first, multi-night trip away from home and therefore becomes a significant rite of passage for the children.

#### **Painting**

The child's relationship with color remains the focus of painting in third grade. Simple forms such as vegetables and grains, shelters, and depictions of ancient Hebrew stories are drawn out of

this world of color. The children begin to experience the major and minor mood of color through their paintings.

### **Modeling**

Forms are modeled out of beeswax in relation to the curriculum incorporating archetypal human and animal gestures. These gestures are created out of story. Animals and characters from the ancient legends are the focus in modeling this year. Clay or plasticine projects, such as making coil pots, bowls, or an adobe village, can be introduced this year to support the house building and practical arts curriculum.

### **Form Drawing**

Form drawing lessons include a continuation of symmetrical and running forms with the addition of quadrant forms. Running forms practiced since first grade guide handwriting into forming cursive letters. Circle forms with an exchange between the center and the circumference are practiced this year as the child is experiencing the difference between themselves and the world.

### **Music (Chorus and Instrumental)**

The diatonic recorder is introduced this year, and the children learn all of the notes of the major and minor scale. Songs are often seasonal and may be drawn from Hebrew culture and other aspects of the third grade curriculum. Singing continues to be a daily practice, and rounds can be introduced in the third-grade year when the class teacher sees that the children are ready. All music instruction continues to be out of imitation.

**Other classes** include Handwork (crochet), Spanish, Games and Eurythmy, Health and Wellness

## **Grade Four**

### **Overview**

In fourth grade, the child is beginning to stand on their own two feet with new interest in the larger world around them. Geography, Zoology, and Norse Mythology inform our studies and are guided by the essential question “How do I, as a human being, find my place in the world?” Having spent third grade beginning to differentiate themselves from their surrounding world, they are well-aware in fourth grade of the differences between themselves and their peers. They see themselves as a part of a larger whole, which is reflected in the study of fractions this year. In many ways, the fourth graders are more independent, confident and capable than they were in third grade.

### **Sample Block Rotation**

Mathematics (review & long division)

Language Arts (Norse mythology) (3)

Mathematics (fractions) (2)

Language Arts with Human and Animal (2)

Local Geography (2)

### **Language Arts**

Formal grammar instruction is continued this year, rooted in the students' imaginative experience in language from earlier grades. Knowledge of parts of speech is expanded to include prepositions, conjunctions, articles, interjections, and exclamations. Basic verb tenses are introduced through stories of the Norns from Norse Mythology, who represent the past, the present, and the future.

Students are now capable readers. At least one class period each week is spent reading silently to themselves out of a chapter book of their choosing. In each class they spend a few minutes reading aloud to the teacher and giving a summary of the story so far. Report writing is introduced toward the end of the year in the form of guided research of an animal of each child's choosing.

#### **By the end of the year, students should be able to:**

- Recite poetry clearly and expressively.
- Articulate thoughts during story recall and discussions.
- Speak with confidence, clarity, and volume.
- Properly use basic grammar rules in conversation (e.g., I vs. me, irregular verbs).
- Learn new spelling words and take quizzes on a weekly basis.
- Show competency in spelling dictations
- Demonstrate understanding of basic punctuation, parts of speech (noun, verb, adjective, adverb, preposition, article, interjection, exclamation, and conjunction) and verb tenses (past, present and future).
- Work with plural and possessive nouns, regular and irregular.
- Show an understanding of paragraphs, and open and close compositions appropriately.
- Write in clear, beautiful, and appropriately-sized cursive writing.
- Write a simple composition recalled from a main lesson story.
- Read from text in main lesson book and from the board.
- Read aloud fluidly with articulation and with a working knowledge of punctuation.
- Recognize who or what a sentence is about and the action taking place.
- Participate in silent reading periods during the school day.
- Describe the plot of a book verbally to a teacher.
- Establish a regular reading time at home.

## **Mathematics**

Students in fourth grade are beginning to be more capable of abstract thought and can see things as having separate parts. The mathematics course this year begins with seeing the inner and outer qualities of numbers and how they relate to each other. Secret numbers, casting out nines, and the four kinds of numbers serve as a beautiful way to bridge the students' understanding of number sense into the world of abstract thought.

It is a natural time to introduce fractions. Brought in an imaginative way, the child's emerging intellect is fostered to develop a deep and natural understanding of the topic at hand before mathematical formulas are introduced. Having spent the first three grades gaining and understanding of division as a concept, long division in form of a multi-step formula is now introduced. Long multiplication is extended to longer multi-digit numbers. Students fully memorize all times tables this year.

### **By the end of the year, students should be able to:**

- Recite the multiplication tables (up through the 12 table) by heart and in random order.
- Recite basic addition and subtraction facts by heart.
- Demonstrate understanding of the relationship between multiplication and division by checking one with the other.
- Demonstrate understanding of place value (through the millions) through expanded notation ( $1,062 = 1,000 + 60 + 2$ ).
- Perform long division of six or seven numbers with two-digit divisors
- Multiply with three-digit multipliers.
- Add any group of numbers.
- Subtract large numbers with place-holder zeroes in many places.
- Calculate story problems and mental arithmetic using all four processes.
- Continue work telling time.
- Solve equations regarding days of week, months, etc.
- Demonstrate comfort with calculations of dry and liquid measurement.
- Measure and calculate using linear measurement.
- Demonstrate understanding of all fraction work, including adding and subtracting by finding the lowest common denominator, multiplying and dividing fractions, and expanding and reducing fractions.
- Demonstrate an understanding of factors and prime factors.
- Demonstrate an understanding of improper fractions and mixed numbers and how to change one into the other.

## **Science**

The first formal science study of the curriculum unfolds through two Zoology blocks. The student studies what it means to be human in relation to animals. The four kingdoms of nature are

introduced, as well as the threefold-nature of the human being (head, trunk, and limbs). Ungulates, carnivores, and rodents are studied through a look at the different types of teeth of each animal. Intermediary species may be studied.

### **Social Sciences**

Through a general look at the forces that shaped the land of their home, fourth grade combines an introductory historical and scientific approach to understanding one's surroundings. Seeing their house, neighborhood, school, county, and state from a bird's eye view satisfies the fourth graders desire to see their place in the world. Freehand mapmaking is introduced from historical through current times. Through drawings, maps, and hikes, the children discover and follow local bodies of water and see their effect on the local culture. This block marks the transition from home surroundings to the first presentation of local history. Students are able to take an inner interest in the historical connections that define and underlie our modern life. Through this a budding understanding of the inheritance and influence of local resources that the local culture is built upon.

### **Behavioral / Social / Emotional**

#### **Student should be able to:**

- Resolve peer conflicts with less adult support.
- Engage in fair play.
- Be respectful of differences in opinions and preferences within the group.
- Respect personal boundaries.
- Focus on fun over competition.
- Control verbal and physical expressions.
- Follow classroom rules and agreements.
- Raise hand and listen respectfully to others.
- Work independently with focus and without distracting others.
- Maintain order of personal materials (I.e. desk, notebooks, and cubby items).
- Complete homework assignments neatly and in a timely fashion.
- Engage in chores for class competently and without reminders.
- Behave and engage appropriately with all adult chaperones on field trips.
- Be a positive member of class during specialty classes.

### **Homework and Assessment**

Homework now becomes a regular part of the students' experience, with homework assigned and due in a predictable pattern. A research project assigned in the later part of the year requires a considerable amount of effort outside of school, for the research and writing of the report, as well as the careful preparation of a diorama.

Student assessment is continuous and individual. The teacher routinely reviews students' main lesson books and observes successes and challenges in the classroom. In class, regular spelling tests, composition assignments, and worksheets designed by the teacher provide ample opportunity to measure student progress. Near the end of the year, a teacher may make time for special activities that will help inform each child's year-end narrative evaluation. Parent-teacher conferences are scheduled twice yearly to allow teachers and parents to share their observations and insights.

For students who are receiving individual support outside the classroom (e.g. tutoring, physical therapy, special Eurythmy, etc.), the teacher maintains regular dialog with those providing support to ensure continuity and effectiveness for the student.

## **Other**

### **Class Play**

Drama here plays a very important role in the fourth grader as it meets the students' new-found confidence, articulation, and powers of projection. Subject matter arises directly out of the curriculum, usually the Norse myths. The students are particularly proud to graduate from plays that are performed in the classroom to using the Assembly Room stage and performing for a wider community.

### **Class Trip / Field Trips**

With a new approach to taking in their surroundings based on their recent study of local geography and history, the fourth graders are ready for a trip to the heart of New Hampshire geography: The White Mountains. The Appalachian Mountain Club's *A Mountain Classroom* leads the fourth graders in a 3-day, 2-night trip up to Lonesome Lodge. Other day trips led by the class teacher enhance a study of geography, such as walks through the trails of Robin Hood Park to find boulders moved from the last ice age, to zoology in the form of farm, stable, and other wildlife trips.

### **Motor skills**

**By the end of fourth grade, students should be able to:**

- Draw human figures, animals, trees, etc., using crayons and colored pencils with increasing clarity to express proportions.
- Use color to express the essence, nature (gesture) of subject matter.
- Shade with control and smooth quality.
- Execute initial form lightly and carefully, center on the page, and correct it until it has been brought into balance.
- Draw woven forms competently from woven stars to Celtic knot patterns.
- Draw small, diagonally-slanted strokes taking up a whole page with varying degrees of pressure.
- Demonstrate control of brush strokes and the paint in a painting.

- Blend colors and bring the painting into balance.
- Bring form out of the color, painting from a particular aspect of the curriculum or the season.
- Paint subjects which include Norse images, animals, and landscapes.

### **Painting**

Students continue wet-on-wet watercolor painting this year and expand their skill set to taking away paint, gauging how much liquid paint is needed for painting more detailed representations of human figures, animals, and plants.

### **Modeling**

Modeling continues with both beeswax and clay, but this is now lead by the art teacher.

### **Form Drawing**

With beautiful images from Norse and Celtic forms providing inspiration, fourth graders further their understanding of weaving from third grade and extend it into drawing two, three, four, and five-strand braids, and woven forms that are formed around a square, circle, or rectangle.

### **Music (Chorus and Instrumental)**

The daily singing and recorder practice that is part of main lesson includes increasingly complex music, and instruction often includes sheet music for students to read. In addition to participating in music that is led by the class teacher, students now participate in the strings program and chorus classes taught by the music teacher.

#### **By the end of the year, students should be able to:**

- Read simple songs and recorder pieces from musical notation.
- Play recorder songs both with the group and individually.
- Hold a group part while singing a multi-part song.

**Other classes** include Handwork (cross stitch), Spanish, Games, Eurythmy, Chorus, Strings, Woodwork and Health and Wellness.

## **Fifth Grade**

### **Overview**

The fifth-grade student lives in harmony between the sheltered world of early childhood and the tumultuous years of the middle school. With this balance, the students find themselves poised to take up more academic challenges, having mastered many skills previously learned. All of our studies in fifth grade, ranging from ancient cultures to North American geography to botany help to unite the student to the earth. A sense of belonging arises and with that develops an inner feeling of stewardship. We are becoming world citizens!

## **Sample Block Rotation**

Botany (2)

Ancient Civilizations (India, Persia, Egypt and Mesopotamia) (2)

North American Geography (2)

Mathematics (review & decimals) (2)

Greek Mythology

Ancient Greek History

Freehand Geometry

## **Language Arts**

The language arts curriculum is tied closely to the literature and social science curriculum. We have several class readers, for example, that help to illustrate the history and culture of the Ancient World (e.g. *The Golden Goblet*) or the geography and Native Peoples of North America (e.g. *The Sign of the Beaver*). For regular composition practice, the students listen to stories about mythology or history and then summarize the story in writing. Once edited, these compositions will be copied by students in their neatest penmanship into their main lesson books.

Spelling work also continues, and the students are asked to memorize increasingly challenging words. A teacher may choose words from the main lesson subject or other sources. Vocabulary words begin to be studied as they naturally appear in class readers, main lesson discussions and workbooks.

Typically the fifth grader will also write a state report, or similar research project, which would require students to use library books to research their topic and then write several paragraphs from their notes. Book reports may also be assigned from class readers. Work with grammar continues to expand.

### **By the end of the year, students should be able to:**

- Form a paragraph with topic and concluding sentences.
- Continue a thought over multiple paragraphs, writing a variety of compositions about recalled main lesson presentations.
- Use simple outlining as a means of organizing thoughts into a written form.
- Demonstrate proofreading skills of written work.
- Show mastery in grammar, including: parts of speech, simple and compound sentences, plural possessives, and the use of prepositional phrases.
- Work with passive and active voices.
- Work with direct and indirect speech, and work comfortably with quotation marks.
- Show mastery of ever more complex weekly spelling/vocabulary exercises. Words should come from both the main lesson content and typical fifth grade spelling lists.
- Use a dictionary to identify parts of speech, definitions, and syllabication.
- Read fluently and with comprehension at or above a fifth-grade level.

- Participate in conversations about reading books that show strong comprehension abilities.
- Understand unfamiliar words using context, prefix/suffix clues and related words.
- Understand that the same word can be used as different parts of speech by altering prefixes and suffixes.
- Learn dramatic speaking parts from a script.
- Memorize and expressively recite presented poetry.
- Complete the process of: outline, rough draft, final draft, and final edit.
- Write beautifully with a printed and a cursive alphabet.
- Write comfortably with an ink pen.

### **Mathematics**

Woven throughout the grades in our math curriculum is a desire for the child to experience the wonder of numbers. We strive to foster creative thinking with numbers and to discover the interesting relationships between numbers. Mental math problems will be given as well as practice problems on paper. Fifth grade is a year when all previous work will be strengthened, expanded and regularly practiced. Fractions, which were learned in fourth grade will be thoroughly reviewed before we would move on to the new material of decimals. **In the new work with decimals, students will be expected to:**

- Understand the relationship between fractions and decimals
- Complete decimal problems using all four processes
- Transform any fraction into a decimal and vice versa
- Compare and round decimals
- Work with increasingly complex word problems

Geometry is another area of the math curriculum which would be covered. This class should still be considered an artistic activity, making figures and drawings freehand while incorporating geometric topics. Angles of triangles and components of a circle will be introduced as well as concepts of perimeter and area.

### **Science**

In fifth grade, the study of science develops further with two main lesson blocks devoted to botany. The order of plants – from the lower forms of algae, lichen, moss, and ferns to the higher orders of conifers, deciduous trees, and flowering plants are studied. The relationship between plants, animals, insects and the earth itself provides many learning opportunities. Plant life can also be woven through the North American geography lessons as we discover which plants like to grow in the different geographical regions of our country.

During the year the students may have many opportunities to observe the plants and trees growing near their school. They may keep a journal and perhaps write poetry from their observations. The students will also compose summaries for their main lesson book based on the teacher's presentations.

## **Social Sciences**

The study of ancient cultures begins this year with a growing focus on history. The curriculum allows students to experience the development of human consciousness gradually, starting first with ancient India, Persia, Mesopotamia, Egypt, and culminating in ancient Greece. In each of these cultures, we will study the geography and how it affected the people of each period. We will also learn the mythology and how it may have helped the ancient peoples to understand the world around them. Architecture and art forms will also be a part of our discussions.

The social science curriculum of fifth-grade is further enhanced by the study of North American Geography. These two main facets of our social science curriculum. A focus could be of the United States with a lesser study of Canada and Mexico. Teachers would begin this block studying the region closest to the student, for our school, New England. How a teacher presents the continent could take different forms. One might choose to approach the subject region by region or by examining major geographical features and the states connected to them. Native Americans, early settlers, plant and animal life of these areas could broaden the studies of North America.

## **Behavioral / Social / Emotional**

### **Students should be able to:**

- Confidently complete regular homework assignments.
- Speak with confidence and clarity.
- Give an oral report on a researched topic.
- Show willingness and ability to help others.
- Interact positively with classmates.
- Express a positive attitude towards school

## **Homework and Assessment**

By fifth grade, homework is a regular part of the students' experience. The amount of homework may increase from fourth grade, but homework is still assigned and due in a predictable pattern. More challenging spelling tests and an occasional quiz add a new element to the weekly homework rhythm. Students will frequently be making time for reading assignments in a class reader. A research project assigned in the later part of the year requires a considerable amount of effort outside of school, for the research and writing of the report, as well as the careful preparation of a diorama or other artistic element.

Student assessment is continuous and individual. The teacher routinely reviews students' main lesson books and observes successes and challenges in the classroom. In class, regular spelling tests, composition assignments, and worksheets designed by the teacher provide ample opportunity to measure student progress. Near the end of the year, a teacher may make time for special activities that will help inform each child's year-end narrative evaluation. Parent-teacher

conferences are scheduled twice yearly to allow teachers and parents to share their observations and insights.

For students who are receiving individual support outside the classroom (e.g. tutoring, physical therapy, special Eurythmy, etc.), the teacher maintains regular dialog with those providing support to ensure continuity and effectiveness for the student.

## **Other**

### **Class Play**

The class play helps to strengthen the student's understanding of a particular culture or story presented in the curriculum and it fosters a sense of interdependence among the students.

### **Class Trip / Field Trips**

There are many opportunities for field trips related to the social science curriculum and may be a highlight of these blocks. Visits to history museums or other trips around New England may foster a student's appreciation of these subjects.

During a spring botany block, fifth graders might have their main field trip to Cape Cod Sea Camps. Studying shore vegetation as well as the marine animal life is a focus to this trip. Participating in ranger programs, whale watching expeditions and studying the tidal action upon the land all provide rich learning experiences for the students.

### **Painting**

Students continue wet-on-wet watercolor painting this year, further developing the quality of their experience and skills.

### **Form Drawing**

As freehand geometry is introduced in fifth grade, traditional form drawing classes may or may not continue this year, at the teacher's discretion. If form drawing continues, increasingly complex forms are often less angular than the celtic designs of fourth grade and have an organic, botanical quality.

### **Music (Chorus and Instrumental)**

The daily singing and recorder practice that is part of main lesson includes increasingly complex music, and instruction often includes sheet music for students to read. In addition to participating in music that is led by the class teacher, students now participate in chorus classes taught by the music teacher, and participate in either band or orchestra. Students are expected to take private instrumental lessons, as well.

**Other classes** include Handwork (knitting on 4 needles), Spanish, Games/Physical Education, Eurythmy, Chorus, Woodwork, Band or Orchestra and Health and Wellness.

## **Sixth Grade**

### **Overview**

The curriculum in grade six acknowledges that the sixth grader is physically at the point of “arriving” on the earth, and during this year we begin to see many of the changes that remind us of the coming of puberty and adolescence. The balance of 5th grade—think of the plant living between sun and earth—falls into weight and the curriculum must help the sixth grader take hold of this situation. This year, the students transition into an important area of their development in which there is a newly awakened desire for causal thinking. This need should be met by all the different subjects studied in school. At previous age levels, causes and effects were experienced and used, but, in general, it is only now that the desire to recognize logical connections comes to the fore.

### **Sample Block Rotation**

Geology/Mineralogy

Roman History (2)

Mathematics (business math, percentage)

Geometry and Geometric Drawing

Physics (Light, Sound, and Warmth)

Middle Ages (special events: Medieval Ceremony and Games)

Mathematics (ratio & proportion)

Geography of South America

Astronomy

### **Language Arts**

The language arts curriculum in grade six is closely linked to each of the subjects of study. Physics, for example, offers the possibility of detailed and descriptive scientific writing, while business letters and other forms of formal writing are linked to the study of Business Math or Economics. Students write different types of compositions based on block material, offering a place to practice self-editing skills. Individual research projects on different and topics, such as geography, further enhance the students’ language skills.

Weekly writing assignments will help the students develop their writing skills, not just in creative writing, but writing in response to questions, and writing to convey accurate information as well. The goal is for every student to become an independent writer, to be able to approach a writing assignment with confidence, and to have the tools to edit and suggest improvements to their own writing.

### **By the end of the year, students will be able to:**

- Review and solidify all the grammar learned over the last three years

- Work with spelling and vocabulary words connected to the block material and from traditional 6th grade lists.
- Write compositions about block material -- this is understood also as a vehicle for teaching the self-editing skills mentioned above.
- Recite and memorize poetry from the block.
- Work with commas, colons and capitalization.
- Read several assigned books.
- Write different types of compositions.
- Work with clauses and their uses.
- Practice writing business letters.
- Continue work with creative writing.
- Work with the conditional sentence.
- Continue working with the parts of speech.
- Be introduced to a scientific writing style: i.e., materials, procedures, observations.
- Practice writing factual, yet interesting, compositions about the areas of study.
- Focus on sentence structure and the difference between kinds of sentences.
- Research and prepare written and oral reports.
- Work with the six verb tenses.

### **Mathematics**

The sixth-grade work on mathematics begins with a thorough review of foundational concepts (division, fractions, decimals) with a new way of using these tools in a more practical manner (ratio, proportion, percentage). The students will review the foundations of economics and business, from self-sufficiency to bartering, introduction to currency and monetary value of goods and services. The curriculum further expands upon the students' knowledge to include calculations of profit and loss, commission, tax, discount, etc. Students begin their work with equations using simple formulas. This work will become the foundation for the students' transition into algebra in seventh grade.

In Geometry, students focus on executing precise drawings and discovering the lawfulness therein. The students construct each form using geometric instruments (compass and ruler) for the first time, building on their work from previous years. That which up to now has been treated by means of drawing and describing, is now to be grasped by means of finding geometrical proofs and lawfulness; visual proof is the main tool to find these. Great stress will be laid on neatness and accuracy. The drawings will be constructed using pencil, and then carefully colored in.

#### **By the end of the year, students will be able to:**

- Answer (verbally) one, two and three-step problems involving any number up to 12 using any of the four basic operations.
- Demonstrate a firm grasp of place value both above and below the decimal from million/millionths.

- Demonstrate understanding that fractions represent a division problem.
- Use fractions in all four basic operations as well as to convert mixed numbers to improper fractions and the reverse.
- Understand ratios and their conversion to fractions.
- Demonstrate confidence with decimals in all operations.
- Convert percentages from fractions and decimals and the reverse.
- Find the percent of a number (4% of 60) and determine percent relationship between numbers (4 is what % of 60).
- Be introduced to the concepts of profit and loss, commission, tax and simple interest, discounts and rates of pay.
- Understand averaging (mean, median, and mode).
- Calculate basic area and perimeter expressed as formula for square, rectangle, triangle and parallelogram.
- Understand the use of variables.
- Decide word problems (Pick out pertinent information, choose proper process).
- Be introduced to various types of graphing.
- Work with the metric system.
- Work with exponents and perfect square roots. (e.g.  $5^2=25$ , the root of 25 is 5).
- Learn rules of divisibility.
- Accurately work with prime factorizations.
- Begin work with a compass and straight-edge.
- Learn to bisect an angle.
- Learn to bisect a line segment.
- Learn to construct perpendicular lines.
- Work with triangles, angles, and simple proofs.
- Begin to work with the circle and the measurement of pi.
- Learn to reproduce a specific angle.
- Construct many geometric drawings based on the six and four division of the circle.
- Work with the concept of perimeter.
- Work with vocabulary words having to do with geometry.

## **Science**

A study of science based on in-depth observation caters to the students' new found capabilities of inquiry, identification of cause and effect and overall curiosity. The students study astronomy by considering the observations that led earlier civilizations to a geocentric conception of the universe. Constellation stories, observations of the sun, moon and stars and their apparent movement complement this block. Students will, through the study of Physics, be confronted with phenomena that are not always easily unraveled and comprehended. Students learn about forces that can be experienced only through their manifestations. The study of acoustics grows out of the

musical element. The study of physics may continue on to expand the students' capacity to learn through observation of phenomena involving heat, optics or electricity.

In continuing with their study of science, students will learn to not only consider what they can observe themselves, but also the forces that have created the mineralogical landscape around us. The students will, through their observations of mineralogy and geology (always within the context of geography), be able to establish a much broader relationship to the world. Thorough observations will lead to the study of the rock cycle and different types of rocks, minerals and crystals.

### **Social Sciences**

Students delve into the study of the geography and culture of Latin America, focusing on the way cultures arose in the unique setting of the South American continent. The students learn about the unique relationships established by these cultures to the earth, making connections to economic, trade and industrial developments. Studies begin with a physical overview of this continent, followed by some of the main cultures established there and finally we will delve into religion and art in Latin American cultures.

Building upon their studies in the previous year, the students learn about the different stages in Roman history. They study the times when Rome was ruled by kings and later when Rome became a republic. Students study key figures of Imperial Rome, as well as the experience of non-Roman subjects in the Roman Empire and the influence of Jesus of Nazareth. The students also learn about the fall of the Roman Empire, the life of Mohammed and the rise of Islam.

Finally, a study European history, with an emphasis on medieval life, is undertaken. Students identify the effects of history in the present day. The focus lies on the ideals of honor and service that inspired so many to strive to lead virtuous lives.

### **Behavioral / Social / Emotional**

Students are now expected to engage in more challenging academic situations, that will require effective time management, cooperation among peers, a proactive stance when encountering difficulties and self-control. Their interactions with peers and teachers should demonstrate they are capable of being accountable, resolving conflict and asking for teachers' help when needed. Students are increasingly held accountable for their actions and are gradually given further responsibilities. They are expected to be able to:

- Manage work time effectively.
- Work cooperatively in groups.
- Show initiative in asking questions if instructions or information is not understood.
- Impose conscious will over impulsive behavior.
- Strive to give their best effort in a conscious way.
- Complete assignments when they are due or present a plan to complete work.
- Take responsibility for their actions and accept when they are at fault.
- Take initiative to approach teachers as mediators in a difficult social conflict.

- Apply non-violent and non-abusive strategies to resolve conflict.
- Demonstrate consistent good-sportsmanship in both cooperative and competitive games.
- Demonstrate awareness of each member of the group, so that no one is deliberately excluded.
- Demonstrate awareness and rejection of bullying behavior, practice social inclusion.

### **Homework and Assessment**

Homework continues as a regular feature of the students' experience, but the assignments and due dates are less predictable for students in middle school. Some assignments require time management over several weeks, while others are due the next day. Keeping track of assignments and due dates is an important part of preparing students for future success.

More challenging spelling tests and regular quizzes add a new element to the weekly homework rhythm. Students will frequently be making time for reading assignments in a class reader. Multiple research projects assigned throughout the year require a considerable amount of effort outside of school, for the research and writing of the report, as well as the careful preparation of a diorama, presentation board or other artistic element. Depending on the teacher assessment of students' needs, students may be allowed to use online resources to supplement research in books.

Student assessment is continuous and individual. The teacher routinely reviews students' main lesson books and observes successes and challenges in the classroom. In class, regular spelling tests, composition assignments, worksheets, quizzes and even tests provide ample opportunity to measure student progress. Middle school students receive midterm and year-end narrative evaluations. Parent-teacher conferences are scheduled twice yearly to allow teachers and parents to share their observations and insights.

The use of formal block tests to assess students' understanding of the block material may begin in grade six, but the exact timing depends on the class and the class's readiness to respond to this feedback. While students may receive evaluative marks in addition to written feedback on their work, letter grades are not typically introduced in sixth grade.

For students who are receiving individual support outside the classroom (e.g. tutoring, physical therapy, special Eurythmy, etc.), the teacher maintains regular dialog with those providing support to ensure continuity and effectiveness for the student.

### **Other**

#### **Class Play**

The sixth grade class play is an opportunity for young adolescents to step out of their comfort zone and try out different characters. It is drawn from the sixth-grade curriculum and invites the students to experiment with drama. The class play provides the perfect opportunity for clear speech development and for exploring language. Memorizing their lines, working with others and exercising their capacity of imagination are only some of the added benefits from this endeavor.

#### **Class Trip / Field Trips**

Sixth graders are just beginning a long quest for independence. Class trips offer them the possibility to leave home and spend time with their peers in a safe environment. Sixth-grade class trips typically include camping, rafting, mountain biking and hiking experiences.

**Other classes** include Spanish, Physical Education, Art, Handwork, Woodwork, Eurythmy, Middle School Chorus, Middle School Orchestra or Band and Health and Wellness.

## **Seventh Grade**

### **Overview**

In seventh grade, the students meet the world with new questions and the theme of the Renaissance in science, religion, philosophy, politics, and art offers many opportunities for exploration and stimulating conversation. The content of many of the blocks overlap this year. The study of Perspective Drawing, for example, offers the perfect opportunity to link Renaissance art, science, mathematics and history. The students have passed beyond a key developmental threshold (the twelve-year-old change) and are much more comfortable in the world of cause and effect. This year their newly developing confidence facilitates novel possibilities for personal responsibility and independent work. The teacher's authority rests even more on the respect the children have for what is logical and sensible. They meet their new academic challenges with a beginning capacity for collaboration with their teachers.

### **Sample Block Rotation**

Physics

Inorganic Chemistry

Renaissance History & Perspective Drawing (2)

Algebra

Geometry and Geometric Drawing

World Geography

Age of Exploration & Reformation

Physiology

Creative Writing

Astronomy (partial block if covered in sixth grade)

### **Language Arts**

The language arts curriculum on grade seven is primarily based upon each of the subjects of study. The Natural Science blocks offer the possibility for descriptive writing, where students will practice careful observation, objective assertions and clear language. The Social Sciences lend themselves to the practice and development of different writing skills, such as essays, note taking and retelling of class content in a more precise and thorough manner. Students are expected to be able to proofread and correct their own work. A block on Creative Writing offers the students the

possibility to experiment with both prose and poetry through their original work and through the study of accomplished authors.

**By the end of the year, students should be able to:**

- Demonstrate increased ability to proofread and edit their own work.
- Demonstrate the capacity to write creatively in both prose and poetry -- main lesson content, independent research, and book reports provide the subject material for writing.
- Craft an outline from recalled material to use as a source for writing assignments.
- Copy dictations that exceed a paragraph in length with appropriate punctuation and spelling.
- Write in clear, legible, well-formed script or print
- Independently recite poems or prose by heart.
- Write with an awareness of mood and style.
- Participate in a literature curriculum, being able to actively discuss plot, theme, and character development of their reading book.
- Complete an independent research project involving written, oral and artistic components using several source materials.

**Mathematics**

By the beginning of grade seven, students are expected to be comfortable with times tables, addition, subtraction, multiplication, division, fractions, whole numbers, mixed numbers, decimals, perimeter, and average. Students will begin the use of formulae arising out of the study of business math in sixth grade. They will be gradually introduced to the foundational rules for Algebra, such as order of operations, arithmetic with negative numbers, exponents, etc. Ratios, area and perimeter of closed forms are just a few of the additional topics covered during Mathematics. Building on the skills and concepts introduced in previous years, students will continue to work with a straightedge and compass, adding Euclidean proofs and the Pythagorean theorem to their knowledge base. An initial exploration of irrational numbers is brought through the study of the golden proportion and the Fibonacci sequence, as well as the derivation of Pi.

**By the end of seventh grade, students should be able to:**

- Work with the PEMDAS algorithm, highlighting the order of operations.
- Memorize the rules of divisibility.
- Craft and decipher a variety of graphs.
- Work with mean, average, and median.
- Solve problems using metric measurement.
- Turn numbers into their prime factors, round whole numbers and decimals.
- Work with both perimeter and area of closed shapes.
- Work comfortably with variables in simple equations.
- Demonstrate an understanding of the principles of algebra.

- Associative Principles, Commutative Principles, Identity Principles, Distributive Principle, The Principle of Dividing by Zero
- Explain the Golden Rule of Equations
- Work with more complex ratio problems.
- Work with exponents.
- Understand the concepts of variables, coefficients, and the rules for grouping like-terms in algebraic equations.
- Work with word problems using the concept of negative numbers in debt, altitude, and temperature.
- Work with the five and seven division of a circle (and their variations such as the ten division) using geometric drawing tools.
- Construct forms using various progressions.
- Construct concentric and other types of nested circles and work with the circumference and area of a circle. Solidify understanding of pi.
- Construct parallel lines through a fixed point.
- Demonstrate a strong understanding of the Pythagorean theorem. Be familiar with Euclidean principles, especially involving triangles and congruence (ASA, SAS, SSS, etc.).
- Understand the Golden Mean and the work of Leonardo of Pisa (Fibonacci).
- Continue working with basic geometric proofs with regular closed shapes and straight lines (For example, prove that there are 180 degrees in a straight line, an open angle).

### **Science**

Students will carefully observe a variety of experiments and demonstrations, deepening their knowledge in Physics and encountering Chemistry for the first time. They will have the opportunity to conduct and describe thorough observations in various topics. Students should be able to carefully observe an experiment and be able to write about it, including materials, procedure, and their observations.

A thorough study of Physiology will offer the opportunity to reflect upon the student's own health and the choices they may face in this regard. This will allow the students to look and live in their bodies in a new way. Included in the study of Physiology are the digestive, respiratory and circulatory systems, as well as the sensory organs.

Although Astronomy is typically covered in sixth grade, the biographies of Copernicus, Kepler and Galileo bring the topic of Astronomy clearly into the seventh grade curriculum, as well.

### **Social Sciences**

Before students take up the European Age of Exploration, they will complete an in-depth study of the African continent. This study is timed to fully develop an appreciation for the diverse geography and cultures on the African continent that existed well before the arrival of European

explorers. Note that it is equally important to complete a similar study of Latin America before the Age of Explorations block.

The study of the Renaissance will be the backdrop for the students' studies of European history this year. The development of the arts, the growth of banking, the development of the City-State, and the unfolding of the sciences will be exemplified through the study of biographies of men and women of those times. The study of History will be undertaken from the perspective of great explorers of those times. Cartography, map-making and navigation tools will be thoroughly discussed.

### **Behavioral / Social / Emotional**

#### **Students should be able to:**

- Manage work time effectively.
- Work cooperatively in groups.
- Show initiative in asking questions if instructions or information is not understood.
- Present a plan to complete work if an assignment is not finished.
- Strive to give their best effort in a conscious way.
- Impose conscious will over impulsive behavior.
- Accept when they are at fault and take responsibility for their actions.
- Take initiative to approach teacher as a mediator in a difficult social situation.
- Apply non-violent and non-abusive strategies to resolve conflict, practice social inclusion.
- Demonstrate good-sportsmanship in both cooperative activities and competitive games.
- Demonstrate awareness of each member of the group, so that no one is deliberately excluded.
- Demonstrate awareness and rejection of bullying behavior.
- Demonstrate the capacity to be a positive role model in the school community.

### **Homework and Assessment**

Homework continues as a regular feature of the students' experience, but the assignments and due dates are less predictable for students in middle school. Some assignments require time management over several weeks, while others are due the next day. Keeping track of assignments and due dates is an important part of preparing students for future success.

Preparing for spelling tests, regular quizzes and block tests adds a new element to the weekly homework rhythm. Students will frequently be making time for reading assignments in a class reader. Multiple research projects assigned throughout the year require a considerable amount of effort outside of school, for the research and writing of the report, as well as the careful preparation of a presentation board or other artistic element. Depending on the teacher assessment of students' readiness, students may be allowed to use online resources to supplement research in books.

Student assessment is continuous and individual. The teacher routinely reviews students' main lesson books and observes successes and challenges in the classroom. In class, regular

spelling tests, composition assignments, worksheets, quizzes and tests provide ample opportunity to measure student progress. Middle school students receive midterm and year-end narrative evaluations. Beginning in seventh grade, students receive a separate report for each academic block. Parent-teacher conferences are scheduled twice yearly to allow teachers and parents to share their observations and insights.

The use of formal block tests to assess students' understanding of the block material is typical in seventh grade, but the exact timing depends on the class and the class's readiness to respond to this feedback. This is also the case for letter grades, which may or may not be appropriate for a given class.

For students who are receiving individual support outside the classroom (e.g. tutoring, physical therapy, special Eurythmy, etc.), the teacher maintains regular dialog with those providing support to ensure continuity and effectiveness for the student.

## **Other**

### **Class Play**

The seventh grade class play is an opportunity for young adolescents to step out of their comfort zone and try out different characters. It is drawn from the seventh-grade curriculum and invites the students to further experiment with drama. The class play provides the perfect opportunity for clear speech development and for exploring language. Memorizing their lines, working with others and exercising their capacity of imagination are only some of the added benefits from this endeavor.

### **Class Trip / Field Trips**

Seventh graders are keen on exploring ever further territories. Class trips offer the possibility to leave home and spend time with their peers in a safe environment, further away each time. The Seventh-grade class trip could be a 5-day trip to Quebec City, where students are confronted with a different culture, architecture and cultural atmosphere.

**Other classes** include Spanish Physical Education, Art, Handwork, Woodwork, Eurythmy, Middle School Chorus, Middle School Orchestra or Band, and Health and Wellness.

## **Eighth Grade**

### **Overview**

The goal in grade eight is to solidify academic skills, support the students' move into independence, and bring the elementary school curriculum to completion. The specialty program is quite extensive in this grade, but the academic work remains largely overseen by the class teacher. New material is presented in both main lessons and in skills classes, and students are responsible for a wide variety of assignments that exercise their growing capacity to think independently and with ever-deeper levels of understanding. It is understood that a significant portion of the work in the main lesson books is composed and edited by the students themselves. The curriculum presentation works to enliven the heart forces of the students, although there is quite a bit of intellectual challenge in the content. The main lesson still includes music and poetry

recitation, however that part of the lesson now serves to infuse the morning with a bit of an artistic experience. Most of the main lesson is concerned with recall, the daily presentation, class discussion, and the students' independent work.

### **Sample Block Rotation**

Revolutions (2)

Meteorology

Algebra

Physics

Geometry (Platonic solids)

Anatomy

Modern History

Organic Chemistry

Asian Geography

### **Language Arts**

English skills are strengthened through regular writing assignments. These might be, but are not limited to, compositions, stories, first-person historical accounts, book reports, independent research projects, geography reports or scientific observations.

#### **By the end of the year, students should be able to:**

- Demonstrate increased ability to proofread and edit their own work.
- Demonstrate the capacity to write creatively in both prose and poetry -- main lesson content, independent research, and book reports provide the subject material for writing.
- Craft an outline from recalled material to use as a source for writing assignments.
- Write in clear, legible, well-formed script or print
- Independently recite poems or prose by heart.
- Write with an awareness of mood and style.
- Participate in a literature curriculum, being able to actively discuss plot, theme, and character development of their reading book.
- Complete an independent research project involving written, oral and artistic components using several source materials.
- Compose an original short story.

### **Mathematics**

Students will build on the foundations of algebra introduced in sixth and seventh grade, gaining increasing facility with algebraic problem solving. In geometry, the focus changes to the Platonic solids and the measurement of volume.

#### **By the end of eighth grade, students should be able to:**

- Work with the PEMDAS algorithm, highlighting the order of operations.
- Memorize the rules of divisibility.
- Craft and decipher a variety of graphs.
- Work with mean, average, and median.
- Solve problems using metric measurement.
- Turn numbers into their prime factors, round whole numbers and decimals.
- Work with both perimeter and area of closed shapes.
- Work comfortably with variables in more complex equations.
- Demonstrate an understanding of the principles of algebra.
- Associative Principles, Commutative Principles, Identity Principles, Distributive Principle, The Principle of Dividing by Zero
- Work with more complex ratio problems.
- Work with exponents.
- Estimate the square root of any number.
- Understand the concepts of variables, coefficients, and the rules for grouping like-terms in algebraic equations.
- Solve equations with signed numbers.
- Demonstrate capacity with polynomials, first-degree and second- degree equations, the quadratic equation, word problems with variables, number lines, and graphing.
- Develop the nets (patterns) for and construct the five Platonic solids.
- Comfortably work with circumference, area, and volume of a circle.
- Solve perimeter, area, and volume problems using a variety of geometric shapes and regular solids.
- Use the coordinate system to solve equations.

## **Science**

Students will carefully observe a variety of experiments and demonstrations, deepening their knowledge in Physics (hydraulics and pressure) and Chemistry (organic chemistry). They will have the opportunity to conduct and describe thorough observations in various topics. Students should be able to observe and write down the materials, procedure, and observations of any experiment or phenomena demonstrated in class.

To complement the seventh grade study of physiology, the eighth grade curriculum includes the study of anatomy. Of particular focus is the skeletal, muscular, and nervous systems. If the individual sense organs were not covered in seventh grade, they are studied here.

The study of meteorology rounds out the science curriculum in eighth grade. Starting from the formation of clouds, students synthesize knowledge gained in previous physics blocks to understand how wind and weather systems are formed. This is applied to the interpretation of weather maps, the typical path of hurricanes that approach the eastern seaboard, and the climate patterns across the globe.

## **Social Sciences**

Central to the social science curriculum for eighth grade are the themes of revolution and civil rights. The first history block of the year focuses on the early European settlement of the eastern United States, the different character of the thirteen colonies and the tensions and motivations that led to the Declaration of Independence and the Revolutionary War. The theme of rights is picked up again with the plight of Native Americans forced to move west in the mid-nineteenth century, and then again with the study of slavery from the earliest settlement years leading up to the Civil War. The theme of revolutions is further developed in a separate block. Here students explore the French revolution, the industrial revolution, and the civil rights movement.

The world geography curriculum culminates in the study of the Asian continent. Coming at the end of the year, this block is a chance to combine many previous areas of study, including meteorology, geology, botany, creative writing and inspiring biographies.

## **Behavioral / Social / Emotional**

### **Students should be able to:**

- Manage work time effectively.
- Work cooperatively in groups.
- Show initiative in asking questions if instructions or information is not understood.
- Present a plan to complete work if an assignment is not finished.
- Strive to give their best effort in a conscious way.
- Impose conscious will over impulsive behavior.
- Accept when they are at fault and take responsibility for their actions.
- Take initiative to approach teacher as a mediator in a difficult social situation.
- Apply non-violent and non-abusive strategies to resolve conflict, practice social inclusion.
- Demonstrate consistent good-sportsmanship in both cooperative activities and competitive games.
- Demonstrate awareness of each member of the group, so that no one is deliberately excluded.
- Demonstrate awareness and rejection of bullying behavior.
- Demonstrate the capacity to be a positive role model in the school community.

## **Homework and Assessment**

Homework continues as a regular feature of the students' experience, but the assignments and due dates are less predictable for students in middle school. Some assignments require time management over several weeks, while others are due the next day. Keeping track of assignments and due dates is an important part of preparing students for future success.

Preparing for spelling tests, regular quizzes and block tests adds a new element to the weekly homework rhythm. Students will frequently be making time for reading assignments in a

class reader. Multiple research projects assigned throughout the year require a considerable amount of effort outside of school, for the research and writing of the report, as well as the careful preparation of a presentation board or other artistic element. Depending on the teacher assessment of students' readiness, students may be allowed to use online resources to supplement research in books.

Student assessment is continuous and individual. The teacher routinely reviews students' main lesson books and observes successes and challenges in the classroom. In class, regular spelling tests, composition assignments, worksheets, quizzes and tests provide ample opportunity to measure student progress. Middle school students receive midterm and year-end narrative evaluations. Students receive a separate report for each academic block. Parent-teacher conferences are scheduled twice yearly to allow teachers and parents to share their observations and insights.

Block tests are used to assess students' understanding of the block material.

For students who are receiving individual support outside the classroom (e.g. tutoring, physical therapy, special Eurythmy, etc.), the teacher maintains regular dialog with those providing support to ensure continuity and effectiveness for the student.

## **Other**

### **Class Play**

The eighth grade class play is an opportunity for young adolescents to step out of their comfort zone and try out different characters. The class play provides the perfect opportunity for clear speech development and for exploring language. Memorizing their lines, working with others and exercising their capacity of imagination are only some of the added benefits from this endeavor.

### **Class Trip / Field Trips**

Eighth grade trips are chosen by the class teacher in consultation with colleagues and parents to match the individual character of a class. Destinations could include a trip to Nantucket, Washington D.C., the coast of Maine or New York City.

**Other classes** include Spanish, Physical Education, Art, Handwork, Woodwork, Eurythmy, Movement Middle School Chorus, Middle School Orchestra or Band and Health and Wellness.

## **Handwork Curriculum**

The handwork curriculum begins in the Nursery-Kindergarten and follows the developmental stages of the student through the eighth grade. In first through fifth grade each class has handwork twice per week for forty minutes. Beginning in sixth grade each class has handwork for one hour and twenty minutes twice per week for half the year. In sixth grade the students begin to have class in the art room.

Each grade works with acquiring a particular skill and gesture appropriate to the developmental needs of the age. The ability to transform the material world and create objects that are both

beautiful and functional brings students more fully into their humanity. Students in all grades are taught that everything must not only be pleasing to the eye with color and form but also be created in such a way as to serve a function. Design and the use of color should express and adapt to the use of the object.

Cotton, silk, and wool are used, cultivating a respect for natural material and where it comes from as well as awakening a feeling for the natural world through their senses.

### **Overarching Educational Goals**

- To engage the whole human being, bringing the thinking and feeling life down into the will
- To develop an awakening interest in the world through the heart and feeling life
- To train the faculties of judgment and attention through bringing the children into movement. This brings skill into later life and also works deeply into the organization of the child, bringing balance and intention
- The use of rhythm, repetition, the ability to follow patterns and problem-solving strengthens forces of will and mental flexibility
- To develop courage and determination when making mistakes. Finishing projects with care is paramount in all grades

**First Grade** handwork focuses on finger knitting, winding wool, and knitting. The atmosphere in the class should be one of quiet and reverent work, but with the space for friends to help one another.

- Finger knitting is reviewed and each child finger knits a belt
- Wool is wound from skeins that have not been overly processed, still retaining some lanolin.
- The children are told the story of a little child who loses her sheep before learning to knit with bulky natural wool. Knitting skills and projects include:
  - Carefully crafting needles
  - Casting on
  - Casting off
  - Continental knitting stitch
  - Decreasing and increasing
  - Sewing seams
  - Stuffing
  - A beanbag for the class and a “heavy” kitty cat are projects completed by all
  - A shoulder bag and a knitted gnome are additional projects

**Grade Two** continues knitting where they left off in first grade. Projects become more complicated.

- Projects include
  - A knitted hat
  - Knitted animals
- Skills attained
  - Purling
  - More complicated increasing and decreasing
  - Working with color harmonies

**Grade Three** curriculum consists of crochet and embroidery. Special emphasis is placed on working in the circle. Crochet helps to establish dominance, strengthening the left or right side, depending on the predilection of the student.

- Projects
  - Potholders
  - Hats
  - Flute case
  - Market basket
  - Embroidered trivets
- Skills Attained
  - Crochet- multiple types of stitches
  - Using personal judgment for increasing
  - Following a pattern that gets more complicated through the year
  - Counting stitches
  - Estimating more vs. less in colors and stripes- comparison
  -

**Grade Four** The inner gesture of the ten-year-old can be described as one of the cross (x), or holding oneself, for the first time, away from the world. This experience is directed into the activity of crossing stitches in design work.

- Projects
  - Pencil cases are designed using symmetry and color composition to reflect the form and function of the cases. The color sequence creates a holding gesture for the pencils to find their way into. There is the challenge of working freely and intuitively with color, counting stitches, and paying attention to the symmetry of right and left.
  - Pincushions- Fourfold symmetry in pincushions may also be practiced using the same technique, bringing another dynamic quality to color and design.
  - A handwork bag created with embroidered initials is a possible project
  - Various other cross stitch projects, ie. a glasses case or belt.
- Skills Attained
  - The basics of cross-stitch

- Mirroring is used with each side of the pencil case and four corners of the pincushion, encouraging crossing of the mid-line.
- Back stitch, threading a needle, knot tying, careful cutting of fabric

**Grade 5** introduces knitting on five needles. With a bit of refreshment it is satisfying to remember what one's fingers knew so well in the early grades.

- Projects
  - Knitted socks
  - Hand warmers
  - Hats
- Skills Attained
  - Cable knitting (optional)
  - Knitting in the round on 5 needles
  - Turning the heel
  - Knit, purl repetition
  - Complex counting, rhythmical repetition

**Middle School Handwork-** Deepening the connection of handwork to the image of the human being, the animal, and the plant world is the task of the curriculum in middle school. To experience one's interconnectedness to the earth through engaging in the process of creating beautiful and practical items is integral. In addition, striving for quality in one's work, awakening aesthetic sensibilities and bringing them down into the practical sphere becomes an essential preparation for any vocation in life.

**Grade Six** sews an animal of the student's choosing. This project encourages the student's thinking and willing in complex ways. Patience is of the utmost importance.

- Projects
  - Sewn animal of the student's choosing
  - Frisbee
- Skills Attained
  - 3 dimensional Pattern making with gussets, including seam allowances etc.
  - Cutting, pinning cloth
  - Backstitch, zipper stitch
  - Stuffing firmly and evenly
  - Forethought of turning the two dimensional into the three dimensional
  - Imagination of gesture and decoration

**Grade Seven** learns to felt. Sensitivity, skill, and patience are needed to create quality work. Another option for grade seven is leatherwork. Leather moccasins may be created, using the student's own feet as the template. This project builds upon the pattern making and sewing skills learned in grade seven. The tough medium of leather encourages development of the will.

- Projects
  - Felt juggling balls (to use in the middle school circus)
  - Felt trivet
  - Felt ball
  - Felt scarf
  - Felt slippers
  - Moccasins
- Skills Attained
  - Careful control of water and felt requires patience and sensitivity
  - Leatherworking skills include hole punching, careful measuring, use of awl

**Grade Eight** - The age of the Industrial Revolution in the curriculum brings the introduction to sewing on the sewing machine. Machine maintenance and sewing skills are stressed in creating articles of clothing.

- Projects
  - Pajama bottoms
  - Tote bag with batik pocket
  - Wool cap (optional extra project)
- Skills Attained
  - Cutting, pinning, basting, ironing, and (often) seam ripping
  - Operating, threading, and bobbin winding on a machine

### **Technology Grades 1-8**

The approach to technology in the curriculum is informed and driven by an understanding of child development and supports age-appropriate engagement with technology. In accordance with the NH Computer Science Standards K-6 there is a focus on the important ideas underlying the use of technology: social and emotional learning, pattern recognition, problem solving, representation and sequencing. These skills are taught and reinforced through games, movement and handwork and integrated into the daily curriculum in grades 1-5. In the Middle School we utilize the cyber civics curriculum, an award winning comprehensive digital literacy curriculum in 3 levels that addresses digital citizenship, information literacy and media literacy. This curriculum is research based and emphasizes ethical and critical thinking skills. It is specifically designed for Middle School Students and meets Common Core Standards.

## **Appendix L:**

### **Gathering Waters Chartered Public School Curriculum Standards -Grades 9-12**

The following standards are listed by grade and illustrate the developmental intention of the curriculum through each of the four years. Each year has an underlying theme that helps guide students through their studies of the world as well as supporting individual inner growth. Students are guided in the appropriate use of technology within the context of each course. Course content may vary with the credentials and interests of the faculty.

Courses are taught in either main lesson blocks (three to four weeks long) or trimesters (approximately nine weeks). Most English, History/Social Science, and Science courses are block courses. Mathematics courses are year-long (three trimester) courses. World languages are year-long (three trimester) courses. Arts courses may be either block or trimester courses. Skills courses are trimester courses. Teachers may adjust the specific learning standards to reflect changes in course content. This curriculum will be expanded in the future to include, in each subject area, electives and courses for advanced students and those with special interests.

The proposed Gathering Waters curriculum is modelled on “The Waldorf School Curriculum: An Overview for American Waldorf School Teachers (possibilities for teachers to expand on)” available from the Research Institute for Waldorf Education ([www.waldorfresearchinstitute.org](http://www.waldorfresearchinstitute.org)).

The curriculum at Gathering Waters is closely aligned with the Common Core State Standards, the NH College and Career Ready Standards and the NH core aligned Math, English/Language Arts, Science and Arts, Work-Study Competencies and NH Computer Science Standards.. Teachers are encouraged to utilize the common core alignment rubric available from the NH Department of Education.

## **Ninth Grade**

Developmental Theme: Educate the power of observation through a study of polarities and the question, “What?” As young people are transitioning intellectually, emotionally, and physically from childhood to adulthood many feel conflict between the desire for affiliation and a sense of alienation. The ninth grade educational experience is designed to reflect these polarities back to them. The objective is to train the exact powers of observation and recollection so that the students can experience the steadiness of their own thinking and to place their feet firmly on the ground in the often confusing world of adolescence around them.

### **English**

#### **Comedy and Tragedy**

This course in drama introduces ninth graders to the development of theater, beginning with its origins in ancient Greece. Texts read include Sophocles: *Oedipus the King*, the medieval morality play *Everyman*, Shakespeare: *A Midsummer Night’s Dream*, Lorraine Hansberry: *A Raisin the Sun*, excerpts from Eugene Ionesco: *The Bald Soprano* and Samuel Beckett: *Waiting for Godot*. Students study plays within the framework of classical tragedy and comedy allowing them to examine the fundamental nature of laughter and tears. Ninth graders experience this material on three levels: by journeying through the physical development of theaters, by experiencing drama as a reflection of the evolution of human consciousness, and by mirroring their own inner polarities through the polarity of tragedy and comedy. Students participate in dramatic readings, write three essays, compose main lesson books, take a final exam and present a final independent project.

Students should be able to do the following:

- Participate in dramatic readings, do speech work with passages from Sophocles, Shakespeare and Hansberry.
- Write and revise an essay based on imaginative situations (e.g., write 1<sup>st</sup> person about seeing a play at the Globe Theatre in 1602).
- Create summaries and illustrations for main lesson books, take a final exam and present a final independent project.

#### **The Novel: *Moby Dick***

Focusing on the novel’s four principal characters—Ishmael, Queequeg, Starbuck and Captain Ahab—the students explore, through class discussions, descriptive writing assignments and artistic work, the formation and development of relationships depicted over the course of the novel: the unexpected bosom-friendship between Ishmael and Queequeg, the tense, uneasy kinship between the Captain and First Mate, and the relations formed among the crew as they engage in the work of hunting, capturing and processing whales that Melville so powerfully portrays. The students also practice tying nautical knots such as the bowline, the clove hitch, the Carrick bend, and the square and thief’s knots. The class may also visit Mystic Seaport, the New Bedford Whaling Museum and take on a whale-watching cruise.

The students should be able to do the following:

- Keep a running glossary of vocabulary words drawn from the nightly reading, for which they have to find the definitions.
- Participate in-class discussions and reading aloud and examining specific passages carefully.

---Complete assigned descriptive writing assignments and artistic work.

### **English Skills: Grammar**

With a series of short writing assignments, students review and master basic grammar, spelling (vocabulary lists), and writing skills.

By the end of ninth grade should be able to do the following:

- Write without run-on sentences, fragments, or comma splices.
- Use accurate subject-verb agreement.
- Use correct capitalization and use of periods.
- Use correct spelling of certain words/
- Use correct spelling of book titles and character names.
- Correct comma use: in compound sentences with coordinating conjunctions; after certain introductory elements in a sentence (e.g. adverb clauses, participial phrases; a succession of prepositional phrases; appositives).
- Correct semi-colon use.
- Correct use of possessive forms and punctuation.
- Demonstrate use of paragraph unity and good topic sentences.

### **English Skills: Writing for High School**

The class reads *Red Scarf Girl*, an autobiographical account of a young person's experiences during China's Cultural Revolution, which generates many thought-provoking discussions exploring the dangerous mingling of personal and political matters during the revolution, as well as themes of family responsibility and loyalty, especially when one is faced with tremendous social pressures. In the context of *Red Scarf Girl*, the students work with the skills of summary and précis writing, condensing a chapter first into a paragraph and then into one or two sentences. This work culminates in a four-paragraph essay tracing the intertwined themes of loyalty and betrayal in the life of the book's teenage protagonist. There are also vocabulary tests, with words drawn from the book.

Students will be able to do the following:

- Complete assigned summaries.
- Write and revise assigned essay.
- Pass vocabulary tests.

### **History/Social Studies**

#### **Revolutions**

The Revolutions course asks the question, "What is a revolution?" By studying the American, French, Haitian, the Russian, Indian, as well as the Industrial and Technological Revolutions, the students gain insight into the current conditions and context of our present world. Readings from Paine, Dickens, Marx, and Orwell help students experience the thinking behind these changes and build connections between the readings and history.

Students should be able to do the following

- Participate actively in class discussions.
- Write two in-class essays.

- Complete one artistic assignment, e.g. a drawing of a revolutionary figure or event.
- Write a brief biography of a key figure.
- Working in groups, create a utopian society and the “revolution” to bring it about.

### **American History**

Crèvecoeur’s question in 1751, “What is this New Man, this American?” is the theme of this course. Students examine who came to this ‘new world’, for what reasons, and how that began to forge a new kind of society, unique in history. They explore the 17<sup>th</sup> century footprints of great powers on the North American continent, the settling of the southern and northern colonies and the distinct cultures they produced (emphasizing geographic & economic factors), Loyalist and Patriot arguments for the Revolution, the failures of the Articles of Confederation, and early continental expansion up to the Mexican War. Students review the rise of conscience in the 1830’s and 40’s (abolition, women’s rights, etc.) and begin to address the paradox embedded in the founding of America that “all men are created equal,” and the events leading up to the Civil War and in the Civil Rights movement of the 20<sup>th</sup> century with its philosophy of non-violence.

Students should be able to do the following:

- Demonstrate in class discussions, tests, and writing assignments, mastery of the fundamentals of United States History from 1607 to the middle of the 20<sup>th</sup> century.

### **Comparative Government and Modern History**

Students concentrate on the U.S. Constitution, beginning with the story of its genesis, examining its compromises, and work toward a full understanding of the basic principles that underlie the American democratic republic, the functioning of its government, and how it compares to parliamentary systems. They spend time on research techniques, evaluating information, issues of attribution, and basic word processing and proper computer skills. Students write the first of four major research papers (one each year in their social studies skills classes) and make an oral presentation on a topic of their choice from modern (post WWII) U.S. history—such as the Marshall Plan, the Little Rock School Crisis, Woodstock, Rachel Carson, or 9/11.

Students should be able to do the following:

- Demonstrate in class discussions, tests and written assignments an understanding of the system of American and Parliamentary systems of government.
- Understand how proposals become enacted into law both at the local and national level.
- Be able to draw information from primary and secondary sources in order to be able to discuss them and put key elements in their own words.
- Participate actively in discussions of issues relevant to modern life.
- Write a research paper drawing on a variety of source materials, including the internet for finding relevant sources, and accurately cite their sources through footnoting and bibliography.

### **Mathematics**

#### **Algebra I**

In the first trimester students venture into the written and spoken language of higher math, beginning with a thorough review of fundamental arithmetic processes as they are expressed in algebra, as well as a review of the properties of equalities and the laws of ratio and proportion. Students gain proficiency in working with algebraic terminology, simplifying algebraic

expressions and solving linear equations of varying complexity, including fractional equations and systems of equations. They learn to write verbal statements to describe numeric or algebraic relationships, and they write original integer and age problems of varying complexity before they encounter them as given problems in a broader range of real-world applications. Having made the transition from arithmetic to algebraic forms, students enter the more abstract realm of exponential operations, including raising the power, negative exponents, and scientific notation. They also study operations with polynomials, and factoring, leading to a thorough study of quadratics.

Then we turn our attention to the irrational numbers as a geometric progression of right triangles (a logarithmic spiral) and explore the properties of radical numbers as they apply to the four basic operations (addition, subtraction, multiplication, and division). Students take up a thorough study of binomial operations: expanding and factoring quadratic expressions and proving their equivalence in the areas of quadrilaterals. They learn to perform the four basic operations with algebraic fractions. They solve quadratic equations using various approaches, from factoring to completing the square, and finally, they derive the quadratic formula, arguably the gem of all equations in algebra and a beautifully compact tool for honing the skills they learned throughout the year.

Students should be able to do the following:

- Recognize different types of numbers.
- Recognize the nature of and difference between counting and measuring, precision and accuracy, analog and digital.
- Use various measurement techniques to determine physical quantities such as area, volume, mass and time.
- Apply algebraic operations to solve any linear equation in 1 variable or set of linear equations in 2 variables.
- Graph linear equations using concepts of slope, intercept, intersection.
- Solve word problems by translating into algebraic forms.
- Apply factoring laws to simplify and solve equations.
- Solve factorable quadratic equations and derive the quadratic equation.
- Use laws of fractions, exponents, and radicals to simplify and evaluate expressions and solve equations.
- Understand set notation (domain, range).
- Understand function notation (including sums of, differences of, and composite functions).

## **Life Science**

### **Human Anatomy**

In this course students study the anatomy of the different systems: sensory-nervous, digestive and excretory, circulatory, and reproductive.

Students should be able to demonstrate through class discussion, diagrams, tests and written assignments that they:

- Understand elements of the human nervous system, including: the structure and function of a neuron; of the ventricular system and lobes of the brain; peripheral nervous system; sympathetic and parasympathetic functions.
- Understand the structure and function of the digestive system, including all organs and their specific role in digestion.
- Understand the structure and function of the circulatory system, including: the heart and its diastole and systole rhythm; the major vessels of the arterial and venous system; the structure of the trachea, bronchioles and alveoli of the lung; the oxygen/carbon dioxide transport system.
- Understand the structure and function of the kidney and bladder.
- Understand the structure and function of the reproductive system.

## **Physical Science**

### **Plant Chemistry (Organic Chemistry)**

Broadly defined, chemistry deals with the properties of substances and the changes they undergo. The focus of this course is the properties of the substances involved in plant respiration, the properties of substances making up plants, and the properties of plant products. By focusing on these properties, the changes surrounding plant growth and decay become apparent. This look into one of nature's most amazing transformations (essentially from water and air into plant) lays a foundation for the tenth grade inorganic chemistry block where the focus is the lawfulness surrounding chemical change.

Students should be able to demonstrate through class discussion, diagrams, tests and written assignments that they:

- Understand the concept of an element and a compound.
- Can take complete and accurate lab notes.
- Understand the chemistry of carbohydrates and the food cycle of photosynthesis and its relation to metabolic processes in the human body.
- Have facility with the metric system, metric/English conversions and density calculations.
- Have gained familiarity with laboratory safety and the proper handling of liquids, solids and gasses.
- Can use beam balances and graduated cylinders and to form glass tubing with a Bunsen burner.

### **Physics of Heat**

In this course students explore some of the basic principles of Thermodynamics. Hot and cold are held up against each other and their effects on the physical world are considered. From this the Zeroth Law of Thermodynamics and the idea of temperature emerge. Heat, as an imagined entity that is exchanged as two objects come into thermal equilibrium, is defined mathematically. The math is used, for example, to figure out the specific heat of an unidentified rock. The utility of heat to produce work occupies the last third of the course. Pulling apart and trying to understand a lawnmower engine is an important part of this. This practical work is supported by discussions around the principles of the First Law of Thermodynamics.

Students should be able to demonstrate through class discussion, diagrams, tests and written assignments that they:

- Understand global and local energy issues such as fossil fuels, renewable and non-renewable sources, energy supply and demand, and energy conversion.
- Can differentiate between concepts of temperature and heat (warmth).
- Understand principles of thermal expansion and relevant applications and inventions.
- Understand the principles of heat transfer, the types, examples and applications of heat transfer, and identify specific processes to minimize or maximize heat transfer.
- Understand the ideas of phase and phase change processes.
- Can use algebraic formulas to evaluate elementary heat processes and to solve basic temperature and calorimetry problems.
- Can differentiate between a physical quantity (temperature, volume) and the magnitude of change of the quantity (temperature rise, volume expansion).
- Understand the basic parts, principles, and operation of simple heat engines including the reciprocating steam engine and the 4-stroke internal combustion engine. Recognize how they evolved historically.
- Are able to carefully follow procedures in the lab, demonstrate lab safety, record data and analyze findings to determine quantities such as density or heat gain, and understand the concepts of accepted values and experimental error.

## **Earth Science**

### **Geology**

This course begins with an exploration of the biography of William Smith, the consummate phenomenologist, whose efforts to understand the rock layers he was observing led him to create the first geologic map and bring geology from an area of natural science to a field of study in its own right. Through him we develop a meaningful understanding of geologic time, stratigraphy and the fossil record. A survey of the history of geology, through individuals such as Nicholas Steno, James Hutton and Alfred Wegener, provides context for the evolution of geologic thought. Geologic concepts covered include but are not limited to: geologic cycle and the processes of erosion, sedimentation, lithification, metamorphism, deformation, volcanism, plate tectonics, mountain building, geologic time line and geomorphology.

Students will make field trips for direct experience with geologic feature in southwestern NH, including Mt. Monadnock the marble region of central Vermont and the slate region of eastern NY, with opportunities to explore solution and talus caves and a slate quarry. Each student is expected to: keep a geology journal that engages a process of observation and reflection; create a hand-written, hand-drawn Main Lesson book containing eight to twelve entries that captures the major work of the block; pass up to three tests, and participate in field trips and class discussions.

Students should be able to do the following:

- Complete the assigned geology journal.
- Complete a main lesson books with assigned writings and diagrams.
- Pass three tests.

- Understand the historical development of the Theory of Continental Drift and how it transformed into the Theory of Plate Tectonics.
- Understand the historical shift in continent location through the mechanism of Plate Tectonics.
- Understand the tectonic forces involved in plate movement and where these processes can be seen on the earth today.
- Understand the geological events and formations at plate boundaries: volcanoes ( location and type), earthquakes (location and depth), mountain building, island chains, oceanic trenches.
- Understand chemical cycles in earth processes and their effects on earth if balanced or not: carbon cycle, nitrogen cycle, Phosphorous cycle, water cycle.

## **Computer Science**

### **Computer History, Structure and Anatomy**

The course is a practical and philosophical examination of information and telecommunications technology - from the semaphore and telegraph to the modern laptop computer and iPhone. Students need to understand the machines they use every day, and no machine dominates their lives today more than the computer. In this class, students gain an understanding of the “computer” as a programmable calculation engine with memory and a processing unit. We study binary numbers and combine logic gates to form the basic components of a modern microprocessor. We consider the design and presentation of information (digital vs. analog, virtual vs. personal) and how it affects the human capacities for knowledge and human connections. They learn to understand and to be able to explain the physics and design principles behind common components of modern electrical devices—power supplies, keyboards, memory devices, disk drives, CRT or LCD displays, radio transceivers, networks, cell phones, and touch pads. This course satisfies the NH state technology requirement for graduation. This curriculum is aligned to the NH State Computer Science Standards I and II on the DOE website and supports the vision outlined in those standards that students will:

- Learn foundational STEM concepts, including computer science and engineering.
- Apply STEM practices, including scientific research methods and engineering design and development processes.
- Utilize and develop communication and collaboration skills.
- Explore the connections between the STEM disciplines, their relation to the humanities, and their importance in our world.
- Become self-directed and empowered by making meaningful decisions in their education, and having access to pathways that lead to high-skill, high-demand occupations

## **World Languages**

### **French or Spanish-I**

The goal for this class is to nurture the love of the French/Spanish language and culture, and also to bring all students to a beginner’s level of writing, speaking, and reading skills. We work towards these goals through poetry recitation, practicing ever-more-challenging tongue-twisters, and expanding vocabulary. We review grammar and vocabulary that may have been learned in previous years, with a particular focus on verb conjugations, word order, prepositions and adverbs, and use of the possessive.

Students should be able to do the following:

- Engage in basic conversation.
- Listen to the teacher reading short paragraphs and answer questions about them.
- Apply learned vocabulary and grammar when giving 2-3 minute oral presentations.
- Write simple compositions based on vocabulary and grammar learned.
- Pass written exams based on various grammatical topics and composition writing.
- Appreciate the beauty of the sounds through learning and reciting poems.
- Become aware of national differences in the various French- or Spanish-speaking countries.

## **Art**

### **Aesthetics: History Through Western Art**

We open with the question, “Why has man since remote antiquity created art; after all, it cannot feed nor clothe him, nor can it protect him from weather or the power of an enemy?” With that, students embark on the first part of the four-year high school aesthetics curriculum and understanding human development through the study of aesthetics. The visual arts start this journey because they are a means of awakening and refining powers of observation, so crucial to develop in early adolescence. Understanding then grows out of observation. Since, as Aristotle said, “The aim of art is to represent not the outward appearance of things, but their inward significance,” students are asked to carefully observe and write about art from prehistoric through Egyptian, Greek, Roman, early Christian and Byzantine art, up to the high Renaissance. Individual works are presented in historical context, as a reflection of, and a window into, understanding historical epochs. Students visit Boston’s Museum of Fine Arts.

Students should be able to do the following:

- Write and revise three essays.
- Complete a portfolio of illustrations of selected styles/paintings.
- Identify works of western art in their historical context.
- Understand how Egyptian and Greek art form the foundations of all subsequent art and architecture in the western world.
- Know a certain amount of art vocabulary, both terms for media such as mosaic and impasto, and elements such as lintel and column.
- Be able to look at a work of art and analyze in written form, using appropriate vocabulary its composition, subject and meaning.
- Understand significant art historical periods from 20,000 BC to 2,000 AD

### **Art Skills: Black and White Drawing**

The basis for all forms are straight and curved lines with their infinite possibilities of connecting, interpenetrating and blending into each other. The phenomenon of light and darkness reveals the physical world to our senses. Students will draw in black and white through guided studies to advance the artistic process by creating forms anew through exact observation. Students will

complete exact observations of the sphere and polygon under theatrical lighting, of fabric folds and large bones; they will complete studies of reflected light and receiving light, and do copies of drawings by masters such as Durer, Rembrandt, Da Vinci, Raphael and Michelangelo. Drawing mediums will be pencil, charcoal, ink and conte crayon on white, grey and black paper.

Students should be able to do the following:

- Demonstrate the basic elements of drawing and use the drawing mediums.
- Demonstrate a sense of what constitutes a good composition.
- Use the contour line and shading in drawing.
- Master a scratchboard technique as in diagonal shaded drawing.

## **Tenth Grade**

Developmental Theme: Educate the powers of comparison through a study of processes with the question, “How?” By tenth grade adolescents are actively seeking equilibrium and order between the life of feelings and the life of thoughts. The curriculum explores equilibrium through the study of balance in natural and social phenomena. Students are expected to develop and utilize powers of comparison and a deep acceptance of differences.

### **English**

#### **Aesthetics: The Art of Poetry**

An introduction to and exploration of some of the core elements of poetry—beginning with the word and the powers embedded within language—and also a survey chronicling the development of the English language as a medium for poetry. Through in-class journal exercises, homework assignments and active discussion, the students also explore diction, tone, and the word-based tools that give poetry its visual and musical potential. Students read five new poems by diverse authors as homework daily, discuss their choices in class, and as a class choose a piece for group recitation. Over the course of the block, the students compose their own poems,

Students should be able to do the following:

- Demonstrate understanding of the connections between diction and tone.
- Be able to discuss the relationship between the diction/form and the intended meaning of a poem.
- Compose at least five poems, to be included in their main lesson book.
- Recite and then explicate a poem of their choice on the last day of the block.

#### **The Odyssey**

Homer’s Odyssey uniquely meets the soul journey of the developing individuality of the 10th grader. Odysseus must find his way home in a world that seems constantly on the verge of breaking apart. In this world, Odysseus must develop the capacity for inner sight to find and keep his way, contending with gods and monsters, temptations and enchantments, loss and despair. Odysseus’ story allows 10th graders to consider the value of self-restraint in the face of our world’s many monsters, temptations and enchantments as each seeks their own home base. This block may include a six-day, five-night water journey as an experiential component. Taking up oars and journeying under their own power, students brave strainers, rapids, and downpours. Each day of the journey, they read the Odyssey aloud, furthering this work with discussion and journal writing. Students also memorize and recite the opening five lines in Ancient Greek.

Students must be able to do the following:

- Complete a main lesson book with chapter summaries and illustrations.
- Be able to recite from memory the opening five lines in Ancient Greek.
- Write a final essay focused on one of the main characters.

#### **English Skills: The Short Story**

Students read selections by writers such as Saki, William Faulkner, Hernando Tellez, Katherine Mansfield, Ernest Hemingway, Edgar Allan Poe, Shirley Jackson, D.H. Lawrence, and Willa Cather. This selection allows the students to examine how diverse writers employ the essential tools of fiction—point of view, characterization, conflict, conceit, symbol and theme—to

produce unique effects. Ongoing vocabulary-building work is supported by words drawn from the short stories. They will work on composing their own short story while in-class work increasingly focuses on grammar, covering concepts such as: the parts of speech, the functions of the noun, the five basic sentence patterns, and the study of prepositional, participial, gerund and infinitive phrases.

Students should be able to do the following:

- Write an original short story.
- Continue development of ninth grade grammar and writing skills.
- Show proper use of commas in relation to essential and non-essential modifiers.
- Demonstrate proper pronoun usage and agreement.
- Demonstrate correct subordination and reduction.
- Use proper pronoun reference.
- Demonstrate paragraph unity and development (variety and richness of support).
- Understand the distinction between active and passive verb use.

## **History/Social Studies**

### **Ancient Cultures**

Students examine the origins of culture, society and civilization and the development of human consciousness. After an introduction to pre-history as revealed through pre-historic cave art of France, the “Great Transition” from hunter/gatherers to agriculturalists, and the “first city” of Catal Hoyuk in Turkey, students concentrate on five ancient cultures—hunter/gatherers (the still-extant Mbuti pygmy tribe of central Africa), India, Persia, Mesopotamia and Egypt. Students explore the values and ways of life of these cultures, with special emphasis on views of the material world, creation, death, the afterlife, the purpose of existence, and what it means to be a “right-living” human being. Readings include excerpts from Colin Turnbull’s *The Forest People*, the *Bhagavad Gita*, the *Zend Avesta*, *Gilgamesh* in its entirety, and *Isis and Osiris*.

Students will be able to do the following:

- Complete a group project of creating a culture with languages and artifacts.
- Write essays on assigned topics from the readings.
- Complete a portfolio of written class notes and artistic assignments.

### **Greek History**

An exploration of Ancient Greece from the Trojan War—the genesis of the Greek cultural identity—to the death of Socrates, which is generally considered the end of that extraordinary period known as the Golden Age of Athens, and ending with the dissemination of Greek culture through Alexander and Greek thought through Plato and Aristotle. Over the course of the block, the students read many original sources: The Iliad, Hesiod, Herodotus, Plutarch on Lycurgus and Solon, Thucydides on Pericles, and many sections of Plato’s dialogues of Socrates and the Allegory of the Cave. Students learn how Greece received through Crete the gifts of the great civilizations of Egypt and Mesopotamia, which were transformed into something altogether new in the world—an interest in what was inside the human being, and a sense of the individual. Students contrast Egypt and Greece, Athens and Sparta, and become familiar with the rise of the polis and democracy, the Persian Wars, the wonder of Periclean Athens and, the gadfly Socrates with his question: “How do I know what I know?”

Students should be able to do the following:

---Complete a portfolio of written class notes and artistic assignments.

---Write essays on assigned topics from the readings.

---Pass a final in-class test showing they grasp the key issues of Greek history and how they have come to affect thinking in later periods of history.

### **Civil liberties & the American legal system**

Students will study the Bill of Rights, the workings of American law and the structure of U.S. legal system. Class discussions will consider the rules that make for a civil society and the ever-shifting boundary between individual rights and those of the group. Students greatly increase their vocabulary of legal terms and understanding of legal concepts. Frequent readings are drawn from current news articles on civil liberty issues and the Supreme Court's current sessions. Students also review research techniques, how to formally attribute information, and how to evaluate it (especially on the Internet) for extensive research papers on modern civil liberties topics of their choosing. They view two powerful films in class: *Twelve Angry Men* about the jury system and how to evaluate evidence "beyond the shadow of a doubt," and *The Exonerated* about capital punishment. The class takes trips to a courtroom to observe an actual trial.

Students should be able to do the following:

---Understand background and sources of the Bill of Rights (Magna Carta, British Common Law, The Enlightenment, Thomas Hobbes, John Locke, Jean-Jacques Rousseau, The Social Contract, origins in colonial America).

---Know the content of the Bill of Rights and relevant other sections of the Constitution.

---Fully understand the American legal system and accompanying vocabulary.

---Carefully evaluate evidence and discuss it dispassionately.

---Investigate a subject in depth via sources available on the internet, including magazines, newspapers and advocacy groups.

---Evaluate the credibility and reliability of internet sources.

---Write a major term paper on a current civil liberties issue, pulling together information from a variety of sources.

---Present both sides of the issue in a balanced manner.

---Discuss issues in a way that shows willingness to actively engage with the ideas of others in an open, courteous manner.

### **Mathematics**

#### **Geometry / Logic**

The Ancient Greek geometers looked to the ideal world of forms, seeking no worldly reward for the efforts other than to exercise the human capacity of pure thought. In the fourth century B.C., Euclid combined all that was previously understood to be true by geometers of old and developed a logical system of investigation and proof, based solely upon common acceptance of five axiomatic statements, or postulates, and precise definitions of point, line, and plane. He explored their relationships and validated common truths by way of proof. Euclidean Geometry provides a structure for philosophical argument, hence, an engaging endeavor for our tenth grade students. After considering the difficulties and paradoxes of the ideal point, line, and plane in a three-dimensional concrete world, students learn the basics of propositional logic in order to

arrive at the definition of a definition, and eventually learn to apply deductive logic to writing a formal two-column proof. With new confidence and skills they go on to prove their own hypotheses regarding more complex geometric forms.

Students study conic sections and develop the capacity as stationary observers to move inwardly along the path of points as a cone is sectioned by a plane rotating through it. Cutting through a clay model of the cone confirms the students' first intuitive observations and lends the necessary foundation for exploring the sections with more attention to the mathematical relationships within them. Like the Greeks, students use compass and straightedge to render each of the archetypal forms arising from the section cuts. The delicate beauty of the conic forms is most striking when shaped from without, and students learn to use the directing circle to construct the forms within the envelope of their tangents. In the final week, those students capable of the work use the distance formula to derive the standard formulas for the ellipse, parabola, and hyperbola, the applications of which launch them into the Algebra II curriculum.

In the Plane Geometry trimester students graph linear functions, and from their observations of the resulting lines, they develop the slope/intercept form of a linear equation, which lies at the foundation of our further explorations, including graphing inequalities. Given two of the three elements of a line: its slope and any point, or any two points, students determine the equation of the line containing them. They find the algorithm to determine the midpoint of a line segment, the equation of a line parallel or perpendicular to the given line, and the equation of the perpendicular bisector of a line segment. These skills enable students to solve challenging problems relating to measures and areas of triangles. We continue with an exploration of perpendicular and parallel lines, triangle congruence, special right triangle theorems, and quadrilaterals. Students develop and prove the areas of various polygons and explore the unique proportional relationships of similar triangles, leading to the introduction of the trigonometric functions of sine, cosine, and tangent. The most advanced students develop and graph systems of equations to find the four centers of a triangle, determined by the intersection of line bisectors, angle bisectors, medians, and altitudes.

Students should be able to do the following:

---Construct plan, view, section, and axonometric projections. Apply these to drawing a range of forms including the Platonic solids.

---Know the names of and comprehend the nomenclature and characteristics of a range of geometric shapes, primarily polygons and conic sections.

---Be familiar with basic theorems of Euclidean geometry.

---Understand the development of logical thought and have ability to apply various methods of proof: deductive, indirect, and inductive.

---Express relationships in Cartesian coordinates: location, distance / length, slope, parallel /perpendicular, etc.

---Be able to compute areas / volumes.

### **Trigonometry and Surveying**

Trigonometry handily lends itself to practical purposes, and students solve common problems in navigation, height, angles of elevation and depression, as well as surveying. The course is divided approximately into thirds. After covering the essentials of mapping, similarity, and trigonometry in the classroom, students venture to a nearby cemetery. Using measuring tapes,

directional compasses, and clinometers (devices for measuring angle of elevation) that they have made, students collect 3D positional data at about 100 locations in an area of their choice. The final week is spent taking the points, which are in Polar coordinates, and, using trigonometry, partially converting them to Cartesian coordinates that could be easily transferred to a map. With the data points on their map they undertake the task of drawing isobars to represent the topography of the surveyed area. Assessments include a main lesson book covering their experiences and the theory, a final test on the trigonometry portion of the course, and the map itself.

Students should be able to

- Complete a main lesson book with full notes on their experiences and the theory.
- Pass a final test on the trigonometry part of the course.
- Complete the map based on the field experience.
- Master techniques of land surveying.
- Be familiar with spherical geometry including the relationship of spherical earth to flat map.

## **Life Science**

### **Biology—Human Embryology**

In the 10th grade we focus on the circulatory system, endocrine system and human reproduction and development in greater depth. We first consider arterial and venous circulation and the different cell types and fragments that constitute blood and their functions. The structure and dynamic role of the heart in human physiology are studied. Students examine their blood under the microscope, design heart rate experiments and type their own blood by testing for the presence of A and B antigens. Students are introduced to hormones and the endocrine system and examine the role of the pituitary gland and hypothalamus in maintaining homeostasis.

The second part of the block focuses on human reproduction and development. The anatomy and physiology of reproductive organs is reviewed and then we follow the process of development from a fertilized ovum through birth. Students are encouraged to consider the potential of a single cell to differentiate into the specialized tissues in organs so well adapted to their specific functions. In addition, the concepts of pluripotency and stem cell are introduced and stem cell research is presented from a scientific approach, while students consider the moral and ethical issues involved in this research. Students investigate a health topic of their choice (diseases, medical technology, music therapy, etc.) and write a research paper with citations. They present their topic to the class in the last week of the course.

Students should be able to do the following:

- Complete a research paper with citations and present it in class.
- Understand the physiological, structural and behavioral polarities of the human sperm and egg.
- Understand the sequence of events in fertilization.
- Understand the morphological gestures of blastulation and how the germ layers of ectoderm, mesoderm and endoderm are formed.
- Understand the morphological gestures of neurulation and the formation of the primordial heart, nerve system, axial mesoderm, spinal cord and vertebrae, the cerebro-spinal cavities and primitive gut.

---Understand the morphological movements and tissue differentiation that determine sex in the early embryo.

---Understand the morphological gestures in limb formation.

## **Physical Science**

### **Chemistry- Acids, Bases, and Salts**

In this course students follow the great paradigm shift that occurred at the inception of modern chemistry at the turn of the 19th century. By using objective measures (such as mass) students are able to quantify chemical reactions and arrive at some of the laws of chemical change including the Law of Conservation of Mass and the Law of Definite Proportions. Lab work gives students an appreciation for the careful experimentation practices and insights of those who were the original discoverers. The students eventually arrive at the realizations of early modern chemists like Dalton; that elements unite in very particular ways to produce the range of compounds that make up our physical world. With this idea in mind and a list of chemical symbols students are in a position to write balanced chemical equations for the reactions observed in class (“stoichiometry”). A major component of the course is an individual project that has students observing, recreating, and trying to understand a chemical reaction that occurs in the world around them. It entails all aspects of the course – carefully listing properties of reactants and products, quantifying as much as possible, getting to the important substances (the reactants and products), and creating a chemical equation describing the reaction they observed.

Students should be able to do the following:

---Complete an individual project on a chemical reaction.

---Understand the polarity of acids and bases and how neutral salts are formed within this polarity.

---Understand how metals differ from non-metals.

---Understand the terms valence and atomic mass, and write and balance chemical equations using chemical symbols for elements and compounds.

---Demonstrate the ability to handle acids and bases and understand oxidation/reduction chemistry.

---Show familiarity with pH and the use of pH meters.

### **Physics-Principles of mechanics and motion**

In this course students are met with an orderly world; a lawful universe. They discover and apply simple mathematical equations and rules of logic in an attempt to describe how the universe works. The result is a set of rules that allow you to work out A when you know B; blueprints for a deterministic universe. Topics include simple machines, mass, center of gravity, motion in a straight line, inertia, force, acceleration ( $a=f/m$ ), rotational motion, gravity, projectile motion, and celestial kinetics. Skills that are developed are objective observation, modeling the physical world using mathematics, the scientific approach, and practical skills as they make machines of their own.

Students should be able to do the following:

---Understand and differentiate among the concepts force, work, energy, power.

---Be familiar with the units of each in SI and English units.

- Understand the concepts of position, velocity (speed) and acceleration, and be able to use elementary kinematic equations of motion.
- Understand the historical development of the concepts of gravitational freefall and uniform acceleration from Aristotle to Galileo and Newton.
- Differentiate between mass and weight.
- Understand the simple machines from the point of energy/ work conversion including mechanical advantage and efficiency. (Includes: “lever laws” and speed/torque relationship)
- Understand the basic concepts of Newton’s Three Laws of Motion.
- Use Newton’s 2<sup>nd</sup> Law ( $F=ma$ ) to solve basic dynamics problems.
- Identify the connection between freefall and orbital motion, and recognize that any circular motion requires a center-pulling force.

## **Earth Science**

### **Meteorology/Hydrology: Weather and Climate**

Students are introduced to atmospheric phenomena and water circulation on and near the earth’s surface. We will examine the interplay of properties such as density, temperature and pressure with the forces of gravity and the Coriolis “force” to build a picture of the atmosphere and terrestrial water. We will explore various forms of precipitation, bodies of water and clouds and look at patterns in global wind and ocean currents. Week three of the block will be spent observing weather and ground water flow in the White Mountains in northern New Hampshire. This will give us the unique opportunity to experience very clear and potentially extreme examples of some of the phenomena that we will have examined in the class room. Students will make daily entries into a weather journal diligently noting their observations. The Late Summer/Early Autumn weather will give students opportunity to observe/experience the atmosphere in its most active phase. Each student will create a main lesson book, make daily entries into a Field journal, write two tests and participate in experiments, demonstrations and small group projects.

Students should be able to do the following:

- Complete a main lesson book with full notes and illustrations.
- Complete a Field journal.
- Pass two tests.
- Participate in demonstrations, the field trip, and small group projects as assigned.
- Understand the forces that generate local and global weather and produce the world’s climates.
- Master the concepts of cloud forming, high/low pressure systems, the Coriolis force, cyclones and anticyclones and the thermohaline current.
- Understand the structure of the atmosphere, the jet stream, dominant North American air masses, and the geometry of the changing relationship of the earth to the sun throughout the year.
- Understand the importance of the ozone layer and ionosphere.
- Use humidity charts and make calculations involving relative humidity.

## **Art**

### **Painting Out of Color**

In this course students are re-acquainted with color and its many qualities. Through a series of short painting exercises and some longer, more cumulative projects, students learn the beginnings of how to apply principles of Goethe’s color theory to problems of composition and

expression. Basic critiquing skills are practiced and the importance of process and investigating one's own color and mark-making preferences are recognized during frequent group discussions. Students become accustomed to putting up their paintings immediately after completing them and reflecting on both the process and the results of their efforts. In the final three weeks, students are asked to bring their new skills to bear in a collaborative project as well as an individual final painting.

Students should be able to do the following:

- Demonstrate familiarity with color theory.
- Complete paintings as assigned.
- Participate in discussions and a collaborative project.

## **World Languages**

### **French or Spanish-II**

The goal of tenth grade French or Spanish this class is to bring the students to a basic level of proficiency, as well as infuse them with a love of the language and culture. They work towards attaining these goals through poetry recitation, practicing tongue twisters, studying different idiomatic expressions, and expanding their vocabulary. They review and expand the grammar learned the previous year with a particular focus on additional verb conjugations, adjectives, conjunctions and prepositions, the use of the possessive and the demonstrative, and more. They address cultural differences in informal discussions. Teaching and conversations are conducted in the language for 50 percent of class time.

Students should be able to do the following:

- Added the conditional tense and a few present subjunctive tenses to their repertoire.
- Expanded their vocabulary substantially.
- Understand new grammatical concepts and apply them in speech and writing.
- Understand the different uses of pronouns.
- Mastered the 10 most used verbs in all tenses learned so far.
- Express themselves at a basic level and be able to write a short paragraph about a chosen theme or in answer to a question connected to a text.

## **Eleventh Grade**

Developmental Theme: Educate the powers of analysis with the question “Why?” The curriculum delves further into purely abstract concepts in order to strengthen the student’s ability for independent analysis and abstract theorizing. Students are encouraged to ask why are things this way? Deeper questions such as lie purpose and social responsibility also find their way into the classroom as students search for their own identity and independence.

### **English**

#### **Dante’s *Inferno***

Like Dante on his journey, students have the opportunity to gain their footing in the unfamiliar and minutely ordered moral universe of the *Commedia* and engage one another in thoughtful discussions of: the relationship between sin and punishment; the distinctions between transgressions of incontinence, violence and fraud; and, throughout, the role that intention plays in all human action. After studying Dante’s life and times, students immerse themselves in the *Inferno*, followed by selections from the *Purgatorio* and *Paradiso*, offering a rich, compact picture of how the medieval mind understood the ordering of human and cosmic worlds. For each night of reading, the students are required to learn a passage of 3-5 lines by heart; they also choose a minimum 15-line passage to learn by heart and recite on the last day. Their block books are composed of: two illustrations, a diagram of both Ptolemy’s model of the universe and the *Inferno*, a biography of Dante, an original essay on one of the *Inferno*’s themes, a selection of daily quotations, and an original Canto, with its own designated “sinners” and their attendant punishment.

Students should be able to do the following:

---Complete a main lesson book with assigned illustrations, diagrams, essays, quotations, and an original “canto.”

#### **Wolfram von Eschenbach’s *Parzival***

*Parzival*, is a story of the individual human quest to bring spiritual and service ideals into the life of this world. Through the intertwined stories of Parzival, the archetypal idealist, and Gawain, who navigates the world through his feelings, students explore a variety of themes, including: parent-child relationships, rules and parental guidance, the human capacity to sense the “other”, the “awakening” power of sorrow, thinking vs. feeling, and the value of failure. Students generate a discussion question that emerges from the previous night’s reading. The majority of class is structured as a roundtable discussion, with occasional lecturing. The course may include a trip to a nearby life-sharing community for people with special needs. Students are given wide latitude in designing the contents of their lesson books, but encouraged to enrich their work with illustrations; an original essay is required. Students are expected to develop a sustained, substantive engagement with the material and with the writing process.

Students should be able to do the following:

---Participate actively in daily class discussions.

---Complete a main lesson book of discussion notes, chapter summaries,, illustrations, and an original essay on a main theme of the book.

#### **Shakespeare: *Hamlet***

This block offers a near-perfect opportunity to consider the essential human struggle to form an identity, replete with all the ambiguity, uncertainty and doubt that life can offer. Having become familiar with Ptolemy's model of the universe, the Great Chain of Being, and Humanist philosophy, core concepts which informed the Elizabethan world view, students are also able to appreciate the extent to which in *Hamlet* we glimpse a world view coming into being in that era and continuing into our present times. Nightly homework includes reading the text and answering focused discussion questions. The final exam comprises an in-class essay whose thesis (of each student's own devising) reflects their individual interest in the themes explored in the class. Students will identify and perform a linked selection of scenes from the play.

Students should be able to do the following:

- Answer questions and participate in class discussion.
- Write and pass a final essay exam.
- Participate in performance of selected scenes.

### **English Skills: Comparison and Contrast—The Epic Hero I/SAT Prep**

Students will focus exclusively on the piece-by-piece construction of the Compare and Contrast essay. This project begins with a close reading of two texts: a passage from Book 18 of the *Iliad*, in which Homer describes the intricate designing of Achilles' shield, and W.H. Auden's "The Shield of Achilles", a poem that re-imagines the making of this shield in a 20th century context. The class will divide both texts into sections, from which students extract the core human concepts behind the images and depictions. They then make an outline, devise a thesis to organize its headings, and compose a substantive, college-level paper (averaging 7 – 9 typed pages) rooted in close reading and detailed analysis of quoted passages.

After the completion of this unit, in-class time was devoted to preparation for the SAT, especially the essay, through the taking of practice tests.

In the final essay, students should be able to do the following:

- Demonstrate skill in presenting and defending their thesis.
- Avoid usage errors (see Chapter 10 in *Warriners*).
- Demonstrate dictional appropriateness.
- Use adult sentence structure and emphasis.
- Demonstrate standard use of footnotes and bibliographies.
- Demonstrate paragraph unity, development and coherence .

### **English Skills: Comparison and Contrast-The Epic Hero II**

This course provides a view toward the history of the English language through literature. It begins with an exploration of the Anglo-Saxon epic *Beowulf*: the class recites the opening lines in Anglo-Saxon, composes original poetry in alliterative verse, focusing on the story's arch-antagonist, Grendel; and explores in depth the key themes of the story. Next, the class reads from Geoffrey Chaucer's *The Canterbury Tales* and *Sir Gawain and the Green Knight*, a work that is contemporary with Chaucer's but whose protagonist and plot have interesting parallels to the

story of Beowulf. The class recites passages from both texts, allowing them to directly experience two different streams of Middle English. The unit culminates in a comprehensive essay that asked the students to compare and contrast aspects of Beowulf, Sir Gawain, and/or one of Chaucer’s pilgrims as reflections of their respective cultures.

In the final essay, students should be able to do the following:

- Demonstrate skill in presenting and defending their thesis.
- Avoid usage errors (see Chapter 10 in *Warriners*)
- Demonstrate dictional appropriateness
- Use adult sentence structure and emphasis
- Demonstrate standard use of footnotes and bibliographies
- Demonstrate paragraph unity, development and coherence

## **History/Social Studies**

### **Medieval and Islamic History**

This course is part of a yearlong exploration of the question “Why?”—the theme of 11th grade in the high school curriculum. It is out of the thousand-year crucible of the Middle Ages in Europe that the modern Western world emerged. Students concentrate on the four great elements that fed into that crucible—classical Rome, the Germanic invasions, Christianity, and Islam. These are the threads that weave our world today, from our legal system to our conflicts with the Middle East. Students study Rome’s fall, the contrast between the Germanic comitatus and the autocratic absolutism of the late empire, the rise of the Catholic Church and Benedictine monasticism, the feudal system, the rise of Islam and the glories of Abbasid Baghdad and Omayyad Spain, the impact of the Viking invasions on Europe and of the Crusades on Europe and the Middle East (with us to this day), the Norman Invasion and the birth of English, courtly love and troubadours, Gothic architecture, and the rise of towns in the 12th c. Students will read from selected original sources. The class will make a field trip to a modern Benedictine monastery. They will visit a Sufi Mosque in New York for a prayer service and a teaching from the imam on Islam and the significance of the physical movements of Islamic prayer. They will experience Gothic architecture at the world’s largest Gothic cathedral (including a “vertical tour”), and study and draw the symbolic language of medieval art at the Cloisters Museum in New York City. As part of a larger educational experience, the trip also includes walking tours of NY City including the United Nations and the 9/11 Memorial. During the course students write and revise three essays, complete several maps to strengthen geographic skills, and take several quizzes and a final exam.

Students should be able to do the following:

- Demonstrate a grasp of how Western culture and ideals arose out of Greek, Roman and Medieval civilizations.
- Understand the rise of Islamic cultures.
- Participate in all field trips.
- Complete assigned essays and maps.
- Pass class quizzes and a final exam.

## **Rise of the West**

Around 1500, what is called “The West” began to radically diverge from the rest of the world, eventually growing to dominate the cultural, political and economic aspects of the modern era. This is our culture—we are products of its worldview, totally immersed in its way of thinking. What unique questions did the West pose in its rise to prominence? Continuing where the Medieval History course ended, this course broadly surveys the development of the West from the 14th century Black Plague to the 19th century Industrial Revolution. Students are asked to step back and try to perceive bigger themes running through specific events and individuals. They follow four main threads—Philosophy & Individuality, Science & Exploration, the Arts, Nation & the Common Man—through overlapping periods of the Reformation, Renaissance, Age of Exploration and Enlightenment. With a huge cast of characters (from Henry V and Joan of Arc to Blake & Beethoven) and many readings from original texts, the students engage questions that lie at the base of Western consciousness: Where do I stand? Who is my neighbor? What is a nation? How can we make sense out of the world? What is progress? To help understand what we might mean by the “West,” the block begins with a case study of the effects of late 20th century rapid westernization on Ladakh, a remote region of Himalayan India. Besides frequent quizzes, students complete a research paper on a prominent figure from the time periods they study.

Students should be able to do the following:

- Understand the interweaving of thematic threads in the rise of the West.
- Know the dates of the overlapping periods covered in the course.
- Pass quizzes on required readings.
- Participate actively in class discussions.
- Write a research paper on a key figure from one of the time periods studied.

## **Latin America & Africa**

In this course, students extend their focus out into the world to include the often-neglected (from the North American viewpoint) continents of Latin America & Africa. By exploring history (geo-political, socio-economic and ethnographic), geography, culture and the similar destinies of these areas, as well as their current social and political situations, students begin to view these societies with more interest, understanding and compassion. Readings include parts of the Mayan *Popol Vuh* (and experience some vigesimal—base twenty—Mayan math) and other readings from original sources. They read biographies of the five major Latin American revolutionaries, and excerpts from *Things Fall Apart* by Chinua Achebe and the excellent *A Continent for the Taking* by Howard W. French, veteran West Africa correspondent for *The New York Times*. They view the documentary, *These Girls Are Missing*, about the educational obstacles women face in two disparate parts of Africa and *Hotel Rwanda*, about the 1994 genocide. Students learn all the countries and capitals of Latin America and most of Africa as well as become familiar with regions and geographical features. During the course they write and extensively revise a major research paper and take several quizzes.

Students should be able to do the following:

- Pass quizzes on factual knowledge.
- Research and write a paper on a theme, a specific country, or major event.
- Demonstrate an understanding of the geography, cultures, ethnography, and history of Africa and Latin America.
- Understand the effects of colonialism on those two continents.
- Be able to draw on a wide variety of current source materials to understand trends within Latin America and Africa today.
- Be able to effectively use internet and other source materials for their discussions and in their research paper

### **Aesthetics: History Through Music**

The origins of our music lie veiled in myths about the Ancient Greek gods and their muses. Through them, music was bestowed not only as an art form, but also as a key to practicing mathematics, astronomy, medicine, architecture, and ethics. From these lofty beginnings, this block traces the course of music from Ancient Greek to modern American times. At each major moment of transition—Medieval, Renaissance, Baroque, Classical, Romantic, and the 20th century leading into contemporary times—we pause to listen for differences and innovations that point to changes in human consciousness.

Students should be able to do the following:

- Complete short essays on the different musical eras.
- Write a research paper on a major composer.

### **Mathematics**

#### **Projective Geometry**

Euclid's deductive system of geometry based on just 5 postulates ("givens") has been the staple in geometry classes for over 2000 years. In this course, students explore an entirely new, and occasionally entirely whacky, system of geometry that grew out of perspective drawing (among other things) in the later stages of the Renaissance. So-called Projective Geometry insists that parallel lines meet at a single point, treats infinity as a place just like any other, has an opposite to every rule that is always just as true, and abhors exceptions - even when common experience insists on them. Yet students discover a kind of beauty and orderliness in this peculiar world; when they can detach themselves from the concrete world they live in and instead rely on mathematical reasoning and conceptual ideals, they experience a more expansive, more inclusive, and more exciting view than that offered by Euclid's system of geometry. This course thus develops the ability to live in a world of abstract reasoning, to explore such a world, and to experience beauty therein.

Students should be able to do the following:

- Pass a final test demonstrating understanding of the difference between the two systems of geometry.

## **Algebra II and Trigonometry**

In Algebra II students review order of operations, inequalities, absolute value, systems of equations, radicals and operations with exponents. Students are introduced to functions and work with identifying functional relationships and writing functions from real world problems. We work with operations and composition of functions and graphing inverses of linear and quadratic functions. We study Cartesian graphing in depth and graph linear functions, quadratic functions and polynomial functions. We also review and deepen our understanding of permutations and combinations, and probability. Students are introduced to logarithms and are guided to the change of base formula and to so-called logarithmic identities-mathematical relationships between terms involving logarithms. A number of practical applications of logarithms are either referred to or experienced throughout this course. We continue and deepen our study of trigonometry including: solving right triangle problems, the trigonometric functions and their inverse functions and the Law of Cosines and Law of Tangents. The unit circle is introduced and students work with radians as well as degrees in their measurement of triangles. Throughout the semester we work to solve complex word problems and practice for standardized tests by problem solving using numerical, algebraic and graphical approaches.

Students should be able to do the following:

- Be able to graph, to recognize the graphs of and to analyze the following functions: Linear, Polynomial, Direct and inverse variation, Quadratic, Circle and ellipse, Trigonometric (circular) with applications to non-right angle triangles, Exponential, Logarithmic.
- Be able to apply the above functions to solve problems, including practical problems drawn from the physical and social sciences.
- Recognize and work with sequences and series.

## **Life Science**

### **Biology: Cell Biology**

Cell theory is introduced and students identify differences between plant cells and animal cells (their own cheek cells) under the microscope and in prepared slides. Correct microscopy and staining techniques are emphasized. Cell organelles and their functions are characterized and the students examine chromosomes during cell division in onion root tip. The stages of mitosis and meiosis are studied. In addition, they study Gregor Mendel's work with inheritance in garden peas, and the principles of independent assortment, dominance, incomplete dominance, codominance, and sex-linked inheritance. Modern genetic theory is introduced and students analyze genetic problems from plants, animals and human studies.

Students should be able to do the following:

- Demonstrate an understanding of the chemical basis of life.
- Understand the composition of matter.
- Explore the parts of an atom and understand how atoms will bond.
- Understand the properties of water.
- Explore the molecules of life.
- Understand the role of glucose, lipids, amino acid chains, and enzymes in life.
- Demonstrate an understanding of and measure the cell.
- Explore the plasma membrane and transport across a membrane.
- Explore the chloroplast and the mitochondrion.

- Understand working cells and energy.
- Explore light energy; burning; how ATP stores energy.
- Understand working cell and sunlight and explore the process of photosynthesis.
- Understand the cellular basis of inheritance; mitosis; meiosis; Mendel's laws.
- Analyze fruit fly experiments.
- Explore the structure and process of replication of DNA.
- Understand evolution, homology; natural selection in action.

### **Biology: Botany**

Students consider the classification and nomenclature of living organisms including the taxonomy system developed by Carolus Linnaeus in the 18<sup>th</sup> century and the present classification system of kingdoms: Monera (Eubacteria and Archaeobacteria), Protista, Fungi, Plants and Animals. They look at the incredible diversity and form of plants, focusing on the ferns, equisetum, club mosses, gymnosperms and angiosperms. The emphasis is on reproduction, analyzing different forms of flowering and seed dispersal. Students become proficient in using a dichotomous key to identify native wildflowers and illustrate their own wildflower field manual. Students research a medicinal plant and prepared a presentation that includes an overview of the form, growth and habitat of the species as well as the healing qualities of the substances derived from the plant.

Students should be able to do the following:

- Complete a portfolio of assigned diagrams and illustrations.
- Complete a field manual of wildflowers.
- Research a medicinal plant and give a class presentation.

### **Physical Science**

#### **Chemistry: Atomic Chemistry**

This course focuses on two questions: (1) Is the world made up of tiny, invisible bits? And (2) If so, what are they like? Students come to their own answer to the first question by looking deeply into experiences they have already had and by considering some new experiences they have in class. Although it is easy to ascribe an atomic explanation, it is recognized that this is not the only explanation. The historical development of the modern atomic theory is presented as an accompaniment to the students' own explorations. The question of the nature of atoms is approached historically, using experiment, and by exposure to modern technologies that are based on modern subatomic models. Students will make a trip to UMass Lowell where they tour a nuclear reactor lab and an electron microscope lab. Student projects include an essay on whether atoms are real, an investigation of a chemical element of choice, and an artistic presentation inspired by the strange qualities of the modern electron.

Students should be able to do the following:

- Demonstrate familiarity with early atomic theory and the organization of the periodic table of elements.
- Show comfort with the writing and balancing of chemical equations and know how to work with atomic and molecular masses.
- Work with the ideal gas laws.

---Demonstrate familiarity with the analytic balance and procedures, the spectroscope, Boyle's and Charles' Law apparatus and basic circuitry in the lab.

### **Physics: Electricity and Magnetism**

In this course students are given the chance to form meaningful relationships with the essentials of electricity and magnetism. They develop the tools that will allow them to further navigate this important topic (due to the prevalence of electronics and electromagnetic radiation) in the future. Students approach electricity and magnetism by breaking down the phenomena they experience into their essential parts and forming working models. Their own investigations are supplemented by historical perspectives (e.g. the findings and ideas of Faraday, Franklin, et cetera). An important component of the students' work is to understand some electrical device at their disposal by pulling it apart and analyzing the components. Subject areas include electrostatics, chemical batteries, electrical circuits, electric and magnetic fields, magnetism, the electric motor, and electric generators.

Students should be able to do the following:

- Understand basic principles of magnets and magnetic fields including poles, strength, attraction/repulsion, induction.
- Understand basic principles of electrostatics and electric fields including charges, repulsion/attraction, strength, induction, conduction, capacitors, electrostatic generators.
- Understand the historical development by Galvani, Volta, and others of the battery.
- Understand the concept of "current analogy" for electricity including voltage, current, resistance, energy and power. Use Ohm's law and the power formulas for series, parallel, and simple combined resistance circuits.
- Understand principles of electromagnetism and applications such as telegraph and electric motor.
- Understand basic principles of electromagnetic induction and applications such as the generator, transformers, and the AC power grid.
- Understand the basic principles of the vacuum tube and/or the solid state transistor as a device to rectify, amplify or switch electric signals.
- Understand the basic principles of wireless (radio) communication.
- Understand the difference between analog and digital signals and information.
- Understand all of the above within a historical context.

### **Computer Science**

#### **Technology: Computer Programming**

Students learn HTML scripting and JavaScript programming. They use their new knowledge and skills to create their own interactive game embedded in a web page. Students also learn and use principles of logic and general programming structure, and peek into machine hardware and language. Students are assessed on acquisition of skills, participation and the level of thought, skills and effort that goes into making their own game.

### **World Languages**

#### **French or Spanish-III**

Throughout the year, the focus for this course is perfecting already known grammar and expanding vocabulary, reading skills, comprehension of medium-length texts, and pronunciation,

writing, and conversation skills. Homework is assigned with the goal of reinforcing material learned in class and to bring continuity to the course as a whole. The aim of the curriculum is to give students all the linguistic tools needed to be able to engage in basic conversation in the context of social interaction: role play, asking and answering questions, offering opinions and comments, relating one's life to the outside world. Teaching and conversations are conducted in in the language 50 percent of the time.

Students should be able to do the following:

- Demonstrate a greater level of mastery of grammatical concepts/vocabulary.
- Understand basic patterns of the spoken and written French language, regardless of their ability to express themselves correctly.
- Correct most mistakes when pointed out

## **Art**

### **Painting from Nature**

The intention of this block is to help students use their artistic tools to come into a deeper relationship with the surrounding natural world while simultaneously becoming aware of the role of the artist in that relationship. The students are first taught to properly use the tools and materials for this course. This includes water colors and oil paints and mediums. How to modify the paint for specific effects is covered. Brushes are discussed as to their uses and care. We then cover the techniques of glazing and stucco style painting and their application. How to care for paint, medium and brushes is covered, and all students are expected to care for their tools for the duration of the class. We study color theory and how to mix colors in specific palettes and then begin our observations and expressions of color and form in the natural world. We work outside much of the time painting in the field. A series of color sketches in the form of small paintings develop the student's ability to paint what they see and translate it onto their painting. We then do a larger and longer study of a natural form to develop a depth of tone and color. Throughout the course we will examine paintings from the art history that directly apply to our studies.

Students should be able to do the following:

- Understand color theory and mixing.
- Complete assigned paintings from observation and imagination focusing on soul moods of nature.

## **Twelfth Grade**

Developmental Theme: Educate the powers of synthesis through integration of all previous learning with the question “Who?” Senior year continues to delve into purely abstract concepts while encouraging students to synthesize those learned in previous years and across disparate disciplines. All students present a senior project including a comprehensive research paper, an oral presentation to the school and an artistic component involving a medium of their choice.

### **English**

#### **The Birth of American Literature**

This block offers an in-depth, intensive survey of the writers that gave rise to the first truly American literature within the broader context of the 12<sup>th</sup> grade’s yearlong, global exploration of the human condition in the Modern Age. Students examine the unique character of our national literature at its source, and, in the process, explore the unique character and quality of their own voices. Through substantial readings by Ralph Waldo Emerson, Frederick Douglass, Margaret Fuller, Henry David Thoreau, Walt Whitman, and Emily Dickinson; nightly journal entries; and class discussions, students explore the tangible (family, society, education) and intangible (soul, spirit) sources of the self, the nature of individuality, and the relationship of the individual to his/her society, with particular regard to ethics and morals. They are graded on the basis of their participation in the class discussions, their journal work, and a Lyceum-style essay/lecture which each student presents in seminar-fashion on the last day of class.

Students should be able to do the following:

- Complete a journal of reflections on the readings.
- Participate in class discussions.
- Prepare and present to the class a lecture on a theme from the course.

#### **Faust**

Goethe’s *Faust* is a drama of the modern human being’s struggle to find balance in and through his constant striving. Through Faust’s paroxysms of success and defeat, self-awareness and callousness, the students explore the two inextricably bound but often imbalanced forces of human striving—the passionate, appetite-driven, experience-seeking impulse, and the idealistic, big-ideas-driven, power-seeking impulse. In addition to nightly reading, the students answer reading comprehension questions, compose an essay on a topic of their own choice, and take an in-class, open-book final exam. They also complete an artistic project of their own devising and recite, by heart, an eight-line passage from the text.

Students should be able to do the following:

- Write satisfactory answers to in-class reading comprehension questions.
- Complete an essay on a theme from the drama.
- Memorize an assigned passage from the text.
- Complete an artistic project.

#### **Russian Literature**

Students read excerpts from Pushkin, Gogol, Tolstoy, Dostoyevsky, Soloviev—and later, Pasternak, Akhmatova, and Solzhenitsyn to gain an understanding and appreciation of the Russian folk soul. They begin with fairy tales—filled with ancient pagan roots, archetypes, and

timeless themes, move through 19th and 20th century authors and poets, and end with a brief introduction to later 20th century Russian poets. Students discuss various dimensions of Russia and its historical contexts and write journal reflections based on their readings, class discussions, and on their own insights.

Students should be able to do the following:

- Complete a journal of reflections on readings.
- Participate in class discussions.

### **English Skills: Art of the Informal Essay**

The central goal of this unit is to enable students to wield with competence the writing devices that enhance style and voice. Reading selections by writers spanning the Age of Enlightenment, the Romantic Age, and the truly contemporary—writers such as Francis Bacon, Jonathan Swift, Virginia Woolf, George Orwell, Zora Neale Hurston, and Ian Frazier—students learn to identify and understand the function of a variety of rhetorical devices, from image, metaphor and analogy to anaphora, antistrophe and chiasmus. Through reading comprehension questions, free-writing exercises, and shorter practice exercises, the work focuses on sharpening writing skills, leading to the composition of two personal essays on a topic of the students own choosing; with the goal of giving shape to an essay of a personal experience such that the experience could be inhabited and enjoyed by the casual reader. In writing their own essays, the students are encouraged to imitate the style and voice of the essays read in class. This unit also supports ongoing grammar and vocabulary-building work.

Students should be able to do the following:

- Write satisfactory answers to reading comprehension questions.
- Complete assigned free-writing assignments.
- Demonstrate understanding of common rhetorical devices.
- Complete two personal essays on a personal experience.

### **History/Social Studies**

#### **Economics**

Students are introduced to economics thorough study and discussion of the capitalist market of Adam Smith as compared to Marxist socialism and Rudolf Steiner's associative economics. Topics include price and value, division of labor, motivation for work, distribution of wealth, land and labor, capital, threefold social order, and the story of money. In addition, students follow the life cycle of a t-shirt as a way to view the global economy at work, and hear about socially responsible organizations like Fair Trade and B Corporations. The main work in this block is exploring entrepreneurship—students imagine themselves as producers of products or services that meet perceived needs in the community. The product or service will be student choice inspired by student's talents and interests. Over the course of three weeks, this planning touches on such topics as: creating a vision/mission, determining forms of ownership, establishing price, raising capital, developing industry, understanding the market for the item or service, socially responsible business practices, and creating financial projections for income and expenses and a balance sheet. Through this practical activity, basic concepts of accounting are introduced.

Students should be able to do the following:

- Understand the life cycle of products in a global economy.
- Understand the basic tenets of capitalism and socialism.
- Complete a project of imagined entrepreneurship (plan, financing, marketing, accounting).
- Grasp the nature of the free market system as well as command economies.
- Master some of the key concepts of modern economic thinking.

### **China and the Rise of Asia**

Students look back through Chinese history, from the early dynasties through the glorious years of the T'ang and Song dynasties and on up through the period of foreign dominance that led to the tumultuous 20<sup>th</sup> century. They survey the wonders of Chinese art, philosophy, and technology and also compare each period with what was happening simultaneously in Europe and other parts of the world. A major theme is the way Confucianism, Buddhism, Taoism, and artistic impulses have washed in and out of China from as far afield as India and Japan—and how these countries all view one another today.

Students should be able to do the following:

- Pass a final essay test on topics in the course.
- Understand Chinese history and culture and its influence in China today.
- Recognize the changing character of life in modern China and her neighbors.

### **Modern World History**

In this class, students solidify a comprehensive grasp of recent world history. The course emphasizes a symptomatological approach—discernment of the great patterns working beneath surface events. Students explore the “isms” that dominated the last century (nationalism, colonialism, totalitarianism, etc.), and experience specific events and times more directly through poetry of witness and films as original historical documents: *Triumph of the Will* (fascism), *Night and Fog* (the Holocaust), *Hearts and Minds* (Vietnam), *Dr. Strangelove* (Cold War paranoia), and *Hotel Rwanda* (the 1994 genocide). Each student produces a research paper on a current topic.

Students should be able to do the following:

- Understand some of the major issues arising from twentieth century and how they are influencing life today.
- Become familiar with the wide variety of sources now available for understanding trends in the modern world.
- Speak effectively about major issues in the world today.
- Research and write a paper on a current topic.

### **Mathematics**

#### **Introduction to Calculus & Statistics**

Students begin by stepping back and asking “What is mathematics?” They are asked to explore both the experience and the philosophy of math. They gain competence with the concept of a limit which will lead to the formation of a method for finding the instantaneous rate of change for a function of one variable, which is related to the slope of a curve at a point. This method will be used to interpret and draw graphs of polynomial functions. Students extend their skills into

finding the derivatives of trigonometric functions and then turn their attention to the integral which will be introduced first analytically, then graphically (area under the curve). The relationship of the integral and derivative is explored leading to the fundamental theorem of calculus. Two projects: essay on “What is mathematics?” and a presentation on how calculus is utilized in a real world application of their choice. Multiple tests are given along the way. Students also study statistics with the overarching goal of striving for statistical literacy in their approach to prediction and assessing probability. Topics covered include set theory, permutations, combinations, sampling, mean, median, variance, normal distribution and standard error. Students are expected to learn how to interpret statistical results in context and to look critically at statistical significance in published studies.

Students should be able to do the following:

- Understand and be able to calculate limits of functions.
- Calculate instantaneous rates of change of any function by successive approximation.
- Differentiate polynomials and use the results to determine rates of change and slopes.
- Understand the fundamental law of calculus.
- Integrate polynomials.
- Calculate areas and volumes by integration.

## **Life Science**

### **Biology: Zoology and Evolution**

In the senior biology course, students study anatomy, physiology and behavior of the major animal phyla. They will travel to Hermit Island Maine for a weeklong study of marine invertebrates and coastal ecology. Students observe the characteristics, qualities and the physiological processes of the invertebrate in their natural habitats. Every morning for two hours students tide pool along the algae covered rocky coast observing sea stars, sea anemone, tunicates, crabs and other invertebrates in their natural habitats. Students research an animal species and prepare an oral presentation that includes an overview of the behavior, anatomy and physiology and habitat of the species in relationship to the animal’s environment. We then consider the observations of the natural world and subsequent questions that led to the development of the theory of evolution in the 19th Century by Charles Darwin and others. We discuss new observations and investigative tools, especially those from the study of inheritance, which contributed to the twentieth century synthetic theory of evolution. We examine and contrast the form of animals and of man. Finally, students are encouraged to contemplate the role man plays in protecting animal species and our unique place in the world.

Students should be able to demonstrate in class discussions, drawings and diagrams, and end-of-block test that they:

- Understand the broad sweeps of the history of the theory of evolution from Buffon through the modern synthetic theory of natural selection.
- Understand the logical sequence in the argument that Charles Darwin made for the role of Natural Selection as the driving force in evolution.
- Understand the singular role that the advent of photosynthesis and aerobic respiration had on the atmosphere, and consequently life, on earth.
- Understand the anatomical and physiological characteristics of the major phyla.

- Understand the anatomical and physiological characteristics of the classes in Phylum Chordata, Sub-phylum Vertebrata.
- Understand the major adaptive changes that occurred in the last 7 million years in Order Primates, Family Hominidae ending with the significance of culture as a separator between the economic activities of an organism and reproduction in human beings.
- Understand the major sequences in the geological column and how the changes seen in the fossil record are roadmaps to evolutionary development.
- Understand the relationship between phylogeny and ontogeny in relation to heterochrony as a key to major evolutionary changes.
- Understand the role of genetic information and body form, environment, the economics of survival strategies and evolution.
- Through field experience on the coast of Maine discover the relationship between environment, niche, behavior, physiology and economic survival strategies in the major invertebrate phyla.

## **Physical Science**

### **Organic Chemistry**

Students study processes and substances in living organisms, with a focus on synthetic and metabolic activities. The properties of the chemicals of life- lipids, phospholipids, esters, steroids, nucleic acids and enzymes and other proteins, will be investigated in the lab and in readings. We thoughtfully consider and discuss the nature of these substances and the transformational processes in plants, animals and humans. In this course we also study transcription, translation, and the field of epigenetics, as well as the amazing process of protein folding. Students will be asked to find relationships between an organism and its physical environment and to understand how the organism transforms these materials, and lastly to explore the role of these activities in the biosphere.

Students should be able to do the following:

- Demonstrate by the end of the first semester a good understanding of matter and the states of matter, calorimetry, the gas laws, and reaction energy (enthalpy, entropy and free energy) and have a sound grasp of basic organic chemistry.
- Demonstrate by the end of the second semester chemical and physical equilibrium, reaction rates, solutions (molarity and normality), stoichiometry (the calculation of the quantities of chemical elements or compounds involved in chemical reactions), the basics of electrochemistry and electrical theory and practical wiring.

### **Physics: Optics, Waves**

Students explore the nature of light and to take a peek into the physiology and psychology of vision. In working with light itself students explore various theories and develop their own informed views. They discover that light escapes our attempts to understand it via analogy; that perhaps it should simply be understood in terms of the phenomena it displays. Reflection, refraction, diffraction, color theories, lenses, Maxwell's Equations, and special relativity are all topics that receive considerable attention. The last half of the course deals with our involvement as cognizant human beings in the process of vision. Students discover for themselves that their minds are active participants in the process of building up pictures of the world during vision. A current theory of perception is presented (Bayesian model of perception) and a range of visual

and multisensory illusions are explored in light of this theory and considering the experiences that are had in and out of class. We learn about applications in optical instruments such as corrective lenses, cameras, telescopes--ideal for integrating numerous topics in this block.)

Students should be able to do the following:

- Recognize perception as the way we first experience the world before we form concepts or judgments.
- Understand basic properties of sound: pitch, loudness, and quality and how a sound wave “embodies” these qualities.
- Understand types of waves and basic properties including amplitude, wavelength, frequency, reflection, refraction, interference, Doppler effect, etc.
- Recognize basic properties of light such as reflection, refraction, color and color mixing, polarization, etc.
- Understand refraction and reflection mathematically using mirror laws, Snell’s Law, thin lens formulas, and optical drawings.
- Understand the history of our understanding of a physical mechanism for light from particle (Newton) and wave (Huygens) approaches, and the discoveries leading to a blended theory and quantum physics.
- Contemplate the nature of human thought, of our ways of “describing” nature, and whether any limitations might exist in how we can understand the world beyond the observer/observed interface.

## **Art**

### **Aesthetics: History of Architecture**

This block is an overview of the evolution of architecture from ancient building methods to modern trends. The lessons include presentations on the historical progression of styles and their corresponding structural innovations, which lead to discussions about the underlying cultural beliefs and ideas expressed therein. Students are expected to put together a block book that highlights key stages and aspects of architecture with annotated schematic drawings. Notes and drawings for the book are periodically collected and checked. Each student also creates a two or three dimensional project on a specific building or architectural theme that is presented to the class in the last week of the block. The course culminates in a final review test. By the end of the course, students have gained a basic understanding for how architecture expresses changing human aspirations and needs, on ideological, aesthetic, and functional levels.

Students should be able to do the following:

- Complete a portfolio of notes and schematic drawings.
- Complete a three-dimensional project.
- Pass a final test on various schools/periods of western architecture.
- Identify historical western periods of architecture
- Identify particular elements using architectural terminology (e.g. entablature, nave, pediment)
- Be able to identify the classical or ancient influences in a modern building
- Demonstrate an understanding of the development of architectural forms through time

---Understand the relationship between form and function in an architectural work

### **Art Skills: Self-Portraiture**

Students work with self-portrait drawing and painting skills, and developing work from observation—both in mirrors and from photographs. This course is designed to develop skills to enable the student to use tools to achieve accurate and representational drawing and paintings in the self-portrait form. We measure the face and head and create a template for each student, and then proceed to use the tools we have created to free the ability to just draw what you see. In this block, we focus first on understanding proportion and building a repertoire of tools that help us quickly and accurately establish correct proportions. Once we have established this framework, we work to enliven these measurements with direct observational drawing to bring expression to the math. The culminating project is a large self-portrait painting in oil. The students are asked to execute the portrait accurately in form and detail, but are given freedom to choose from a wide range of colors.

Students should be able to:

- Copy a large-scale portrait painting from Rembrandt into a watercolor veiling technique.
- Demonstrate skill in drawing from observation.
- Complete a self-portrait.

### **World Languages**

#### **French or Spanish IV**

Students will increase oral, writing, and understanding skills to a higher level, with a focus on more advanced grammatical concepts and exceptions to the rules. Substantial reading skills will be expected. Teaching and conversations will be solely conducted in the language. This is considered an advanced or honors Class.

Students should be able to do the following:

- Express oneself with reasonable fluency and accuracy.
- Give 10-15 minute oral presentations without independent of notes.
- Read twentieth century literary texts.
- Participate in productive literary discussion.
- Write draft compositions based on literary readings.
- Demonstrate in-depth understanding of grammatical concepts.
- Demonstrate creative, original thought when writing poems.
- Link language study to the larger context of a humanistic education.

### **Independent Study—Senior Project**

Seniors will make a yearlong commitment to study/learn a subject, skill, or craft in depth. It can be an intensification of something the student has already been pursuing, but preferably is a new and different craft, discipline, study, or area of research that the student wishes seriously to take up and master. Key to any senior project is the student's work with a skilled mentor and the ongoing mentor/apprentice relationship. Seniors conceive of these independent projects on their own and ideally commit blocks of time to pursuing them. The intention is that, with a mentor's help, they fully acquire the skills their projects require, and then present the results of their

efforts to an audience composed of peers, parents, and teachers with whom they share what they have learned and experienced. The presentation itself and its preparation represent a significant portion of the project experience.

Students should be able to do the following:

- Complete a project that culminates in a comprehensive research paper, and artistic component, and an oral presentation to the entire school.
- Work independently under the guidance of a mentor.
- Communicate orally with fluency and accuracy.

## Curriculum and Standards for All-Grade Courses in the High School

### Physical Education and Movement

Students are required to participate in four years of physical education. Depending on school facilities and collaborations with other schools, the program will include team sports (soccer, basketball, alpine and cross-country skiing, track and field); yoga; social dance, circus arts, and martial arts. Throughout the high school years a **health and wellness curriculum** will be incorporated into the PE and Movement classes as well as other appropriate academic classes. Topics to be covered will include support of physical and emotional well-being through exercise, diet, meditation and mindfulness, substance use and abuse, sexual harassment and abuse, date violence and systemic racism.

In physical education and movement classes, where progress and achievement rely on the full participation of every group member, teachers take the following into consideration:

- Level of engagement in the activity: that the student shows an interest in the effort of the whole group and works to blend his/her own part with sensitivity.
- That the student displays willingness, motivation, and ability to make progress as an individual within group.
- Preparedness: that the student comes to class on time and in appropriate attire and equipment.
- Attention to technique and respect and care for the equipment, the tools being used, and the cleanliness of the space used.
- Respect of fellow classmates' work and efforts.
- Attentiveness to safety and expected conduct.

### Performing Arts

#### **Theater: Tenth and Twelfth Grade Plays**

Because it is such an incarnating experience, drama in a Waldorf high school is one of the most dynamic means of assisting with the gradual unfolding of individuality in adolescence. The make-believe world of a play offers a potent antidote to the tendencies of the age that sap adolescent souls since it requires activating the powers of the imagination. Drama is most social of all arts, inherently collaborative and demanding of the ingenuity and artistic efforts of dozens of people. Working on a play becomes then not just an artistic endeavor, but also a social training in community building. Finally, there are truths to be discovered through the illusion of drama—ageless archetypes of characters and human situations; it has revelatory possibilities. Everyone participates, no matter how small the role, in order to experience what it means to intentionally and imaginatively step out of oneself and into another character. Drama is one of our most important pedagogical tools in a Waldorf school: we try to consider what role best serves each student pedagogically, and what will best serve his or her present and future needs. All strive to produce a good play so that these young people experience success in their artistic collaborations.

We mount a full play production in only 3½ weeks, which can be an intense experience, but one that holds enormous possibilities for adolescents—both individually and as a group—to feel real achievement and accomplishment. After a first group reading, students cast themselves, choices we do our best to follow. Students work with many preparatory exercises to overcome self-consciousness, strengthen the ensemble, open up to others, improvise, develop character, and

encourage the freedom to be silly and have fun. They take responsibility for most of the stage managing (partially in 10th, fully in 12th) and many have the opportunity to develop administrative and organizational skills by taking full responsibility for technical tasks such as costumes, make-up, props, lighting, and sound effects (again, in 10th partially supported by adults; in 12th, fully on their own ).

### **Music: Instrumental and Vocal, Grades 9-12**

Students in all grades will be required to participate every year in Orchestra, Band, or High School Chorus.

Students in orchestra should be able to do the following:

- Demonstrate performance practice – stylistically correct musical interpretation, including ornamentation and understanding of historical context of the music.
- Understand musical forms.
- Attend and critique a performance of “concert music”.
- Work on all major scales, dominant scales and some minor scales.

Students in chorus should be able to do the following:

- Work on expanding their vocal range.
- Work on interval recognition and singing in tune with each other.
- Rehearse and perform a wide range of vocal styles from classical to modern and music from around the globe.

In music classes, where progress and achievement relies on the full participation of every group member, teachers take the following into consideration:

- Engagement in the ensemble: that the student shows an interest in the sound of the ensemble as a whole and works to blend his or her own part with musical sensitivity.
- That the student displays willingness, motivation, and ability to make musical progress as an individual within group.
- Preparedness: that the student comes to class with their instrument and music. Failure to do bring their instrument or music will reduce the student’s grade.
- Home practice: that it is evident the student works on the music independently, outside of school in a consistent manner.
- Attention to technique: that the student works to play and/or sing with proper diction, breathing, articulation, posture, and technique.

While innate talent in any of the above fields can produce exceptional work, it does not guarantee a good grade without active participation, engagement, and effort. Conversely, students who may be less naturally gifted can still obtain high grades through active participation, engagement, and effort.

### **Practical Arts**

#### **Practical Arts and Crafts, Grades 9-12**

Courses to be offered as electives will depend on the availability of specialist teachers and may include pottery, sculpture, wood working, book binding, blacksmithing, jewelry making, weaving, or media art. Specialist teachers will set standards for achievement in those courses

### **Community Service and School Work/Jobs,**

Community service is an integral component of the curriculum and essential for students to enter into new relationships with their community, especially neighboring local businesses and service organizations. In order to connect with and honor the wider world around them, Gathering Waters students fulfill a minimum of sixteen hours per year of community service with outside organizations of their choice. Students in Grade 12 perform eight hours of community service, which may be integrated with their Senior Project. A service component is part of several of our courses, for example, visiting a special needs community in the *Parzival* block, tending the grounds of a Benedictine Monastery on the Medieval History trip, or cleaning beachfront on the Maine coast Zoology trip.

The community service requirement varies with the grade:

- in ninth grade students will work as one group to perform community service as arranged throughout the year.
- in tenth grade students will work in small groups on community service projects.
- in eleventh and twelfth grade will work on individual community service projects of their own design.

All students will contribute to the practical day-to-day running of the school by taking on daily jobs, such as cleaning, recycling, trash, compost, plant watering and supervision.

### **General Standards (selected subjects) for Comprehension/Skills, to be applied at all Grade Levels**

**In English language arts,** students will demonstrate that they can

- Read and write at or above grade level;
- Recognize and evaluate themes, style, character, plot, sense of place and relevance to the given time period;
- Apply analytical skills, rhetorical strategies and literary theory to relevant texts to build their understanding of the power of language;
- Appreciate the role literature plays in our understanding of past and present, through exploring the social, political, cultural and philosophical contexts of diverse texts;
- Write and revise essays that reflect the continuing development of their understanding of a particular text and assignment.
- Complete writing assignments as required in every main lesson block, which may include book reviews, expository writing, creative writing, journals, project and lab reports.

**In Social studies/history,** students will demonstrate that they have

- Learned the basic informational content required for a given course,
- Acquired an understanding of political, social and economic systems;
- Learned to distinguish between sound generalizations and misleading oversimplifications in different interpretations of history;
- Learned how to gather information from primary and secondary sources, evaluate this information, construct and test hypotheses and apply what they have learned in oral and written presentations;

- Learned to identify causal connections between historical events and larger social, economic and political trends;
- Understood how human actions affect our world in terms of environmental, political, economic and social issues.

**In Mathematics**, students will demonstrate that they have learned

- The mathematical concepts, calculation and problem solving skills required to pass each course at or above grade level ,
- The practical uses of math in such diverse fields as surveying, geometric drawing, and environmental sustainability.

**In Science**, students will demonstrate that they have

- Mastered the basic content required to pass each course at or above grade level,
- Developed the skills of observation, experimentation and analysis to enable critical evaluation of their surroundings and circumstances and to enable informed decision-making about an array of issues from personal health to environmental sustainability;
- Understood the scientific process, including experimental design and proper use of variables and controls as well as relevant mathematical concepts, throughout the full range of topics and levels;
- Achieved competence in communication skills relevant to science, such as written lab reports and oral presentations and projects.

**In Visual and Performing Arts**, students will have learned to

- Express themselves artistically
- Acquired the confidence to present their work to an audience of students, parents and the larger community;
- Practice such skills as observation, critical analysis and application of technique;
- Value self-expression and appreciate others' self-expression.

### **Grading Standards for High School**

**A-/A/A+ (90-93/93-100)** (note: an A+ does not affect GPA)

Excellent performance in relation to course objectives with strong evidence of a thorough grasp of the subject matter; observations articulated well, ideas organized, all material analyzed and concepts synthesized as can reasonably be expected of students at a given stage of development; thoughts expressed clearly and convincingly both in speech and in writing, creative solutions found to challenging problems.

**B-/B/B+ (80-83/84-86/87-89)**

Sound performance with strong evidence of a comprehensive grasp of the subject matter; key observations articulated, central ideas organized, important material analyzed and key concepts synthesized as can reasonably be expected of students at a given stage of development; thoughts expressed effectively both in speech and in writing, progress made on solving challenging problems.

**C-/C/C+ (70-73/74-76/77-79)**

Performance that meets basic requirements with evidence of a good grasp of just the essential components of the subject material; important observations articulated in fairly clear terms, most central ideas organized; analysis and synthesis of a number of ideas and concepts as appropriate for developmental stage; thoughts expressed adequately in speech and in writing; development of skills necessary to solve basic problems.

**D-/D/D+ (60-63/64-66/67-69)**

A barely acceptable performance with evidence of a familiarity with the subject material; partially successful efforts to meet course expectations; minor effort to articulate observations, to organize and integrate ideas, to analyze, and/or to synthesize ideas and concepts, as can reasonably be expected of students at a given stage of development; partially successful efforts to express thoughts both in speech and in writing, and/or to solve basic problems related to the subject material.

**F (0-59)**

Below any satisfactory standard of performance, with evidence of an unsatisfactory grasp of the basic subject material and insufficient effort to meet course expectations.

## **Cross Disciplinary Goals**

In addition to measurable grade-level subject-specific learning goals, we are guided by a set of broad, cross-disciplinary goals for the development, over four years, of abilities and capabilities that are needed for learning in all subjects and for overall school success. These include

**Cognitive and communication skills:** students will increasingly

- Appreciate the value of active listening;
- Achieve mastery of abstract and complex concepts;
- Be capable of clear, informed, critical thinking and able to observe, compare, analyze and synthesize information;
- Be able to effectively access, evaluate and integrate information from a variety of sources;
- Be able to communicate effectively both verbally and in writing and have strong computation, research and problem-solving skills;
- Understand the uses of technology and appropriate media to communicate and create effectively.

**Confidence, competence and collaboration:** students will increasingly

- Be capable of correcting their own work upon observation, reflection, discussion or completion of additional lessons;
- Demonstrate the development of concentration, persistence and responsibility;
- Be able to effectively collaborate with others by cultivating trust, developing listening skills and the ability to compromise.

**Creative imagination:** students will increasingly

- Demonstrate creative problem-solving skills;
- Be able to express their internal experience through literary, artistic, musical and/or athletic endeavors;
- Develop an appreciation for the aesthetic and disciplined work of others.

**Sustainability and stewardship:** students will increasingly

- Demonstrate an understanding of the interconnectedness of the natural world;
- Acquire an understanding of the need for sustainable practices and effective stewardship in regard to the environment, agriculture, the economy, and social and personal life.

Finally, the founding families, Board, faculty, and supporting community of Gathering Waters are guided by the broad goal of educating whole human being. By graduation we hope that each student has developed the capabilities, dispositions, attitudes, and character traits needed to navigate their world and work, and to be prepared for a future yet to be imagined of their own making. Over the course of four years, we aim for each student to make progress toward becoming

**A caring contributor to the community who**

- Appreciates his/her role as a community member and engages in effective collaboration and community service;
- Understands his/her diverse community and the particular issues it faces.

**A world citizen who**

- Understands and values the contributions of various groups and individuals to the growth and well-being of the U.S. and the world;
- Is able to function in cross-cultural interactions;
- Appreciates the interconnectedness of individual, community and environment.

**A healthy individual who**

- Understands the importance of personal health, including that of mind, body and spirit;
- Practices self-awareness, empathy and compassion towards self and others.

**A life-long learner who**

- Makes ethical and moral decisions and choices for a healthy future;
- Takes responsibility for and understands the consequences of his/her actions;
- Approaches the world with curiosity and finds joy in learning and discovery.

Measurement of non-cognitive goals (e.g., curiosity, confidence, empathy) can only be approximate and will depend largely on teachers' judgements. Standards in this realm are not absolute; benchmarks for progress vary with the individual. Fair assessments in this regard are facilitated at Gathering Waters by close teacher-student and advisor-student relationships, and can be incorporated into the narrative component of end-of-course assessments.

## Appendix M: References Cited

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## Appendix N: Detailed Fundraising Plan

<b>Event</b>	<b>Pre-op Fundraising</b>	<b>Annual Fund</b>	<b>Foundation Grants/ Corporate Gifts</b>
<b>Goals and Objectives</b>	20,000	16,000 the first year growing 3% each year	50,000 first year growing 3% each year
<b>Date of Event</b>	December 2020-June 2021	Begin November 1 with Release of Annual Report	TBD
<b>Assumptions</b>	Current mailing list of 180 people; donations solicited online and through web page/Silent Auction	Board =2000 2 x 2500 4 x 500 60 x 100 50 x 20  Donations solicited online with mailing	Development Director working with grant writer from the development committee or hired grant writer
<b>Oversight</b>	Fundraising and Development Committee of the Board	Development Director with final oversight by F & D Committee	Development Director with final oversight by F & D Committee
<b>Planning</b>	Nov 2020- Marcy requests donations  12/10/2020-Auction goes live and closes 12/20	Annual Report-Lead Admin, Business Admin and Board prepare by October 1  Board solicitation letter	Ongoing Research of grants and applications-criteria and deadlines  Identify Foundation Contact for face-to-face meeting  Write applications-3 proof readers  For Coporations: Identify contact Develop Presentation/Application  Possibilities: Putnam Foundation Barr Foundation C & S Wholesalers Markham Image Smith Medical
<b>Advertising</b>	Mailing list Webpage Facebook	Mailing list Webpage Facebook Visual Display inside School	N/A

		Mailer Printout w/Annual Report	
<b>Event Needs</b>	Artwork and Business Contributions Online Platform for Silent Auction Tracking Bids and Winners	N/A	N/A
<b>Grant Needs</b>	N/A	N/A	Research application criteria, deadlines Connect with community leaders
<b>Financial</b>	20,000	16, 200 gross 200 mailing expenses Net 16000	50,000 Paper and copying expenses
<b>Follow up</b>	Thank you letters  Personal phone call for donations 500 and greater  Recognition of donors in annual report  Update board on progress	Thank you letters out by January  Personal phone call for donations 500 and greater  Recognition of donors in annual report  Update board on progress	F/U with contact-if not accepted ask for feedback  Thank you letter  Complete report for funder at end of fiscal year  Evaluation of Grant Feasibility for upcoming years  Recognition of donations in annual report/website  Update board on progress

<b>Event</b>	<b>Holiday Crafts Fair</b>	<b>Raffle</b>	<b>Circus Smirkus</b>
<b>Goals and Objectives</b>	5000 first year growing 3% each year	10,000 first year growing 3% each year	16,000 first year growing 3% each year
<b>Date of Event</b>	November 13, 2021 (second Sat in Nov)	Drawing 2nd Friday in April	TBD usually second week July
<b>Assumptions</b>	No Covid	Parents asked to sell tickets	No Covid

	Volunteer Coordinator Vendor Coordinator Vendors Café Silent Auction School Store Children's Activities Storytelling/Puppet Show		Parent Organizer with Parent Volunteers Cheshire Fairgrounds-provides security and porta potties																																														
<b>Oversight</b>	Subcommittee with Development Director with final oversight by F & D Committee	Subcommittee with Development Director with final oversight by F & D Committee	Subcommittee with Development Director with final oversight by F & D Committee																																														
<b>Planning</b>	Identify Coordinators and distribute evaluations from year prior 5/1 Vendor Applications 8/1 Organizational Meeting of volunteer coordinators 9/1 bi weekly until 10/15 and weekly thereafter Assemble Silent Auction Items 9/1 Arrange Story-teller 9/1 Assemble School Store Items 19/1 Volunteer Sign Up 10/1 Plan Children's Activities 10/1 Solicit Café items 11/1	Ticket price and design 2/1 Poster and web design 2/1 Arrange for sales at Co-op, local venues 2/1 Organize volunteer ticket sellers for local venues 2/1 Print Posters 2/15 Ticket sales 3/1	Identify Contact with Smirkus 9/1  See Smirkus Task Master in Appendix O																																														
<b>Advertising</b>	Webpage Facebook Weekly Shopper Ad Sentinel Ad Parents Mag	Webpage Facebook	Webpage Facebook Weekly Shopper Ad Sentinel Ad Parents Mag																																														
<b>Event Needs</b>	Vendors do own set-up (map needed) Cash boxes (3) Silent Auction Set-up School Store Set up Children's activities set up Café set-up	Cash box for sales at local venues Tickets Volunteer ticket sellers Posters	See Smirkus Task Master in Appendix O																																														
<b>Grant Needs</b>	N/A	N/A	N/A																																														
<b>Financial</b>	<table border="0"> <tr> <td>Café</td> <td>500</td> </tr> <tr> <td>School Store</td> <td>5000</td> </tr> <tr> <td>Vendor Fees</td> <td>500</td> </tr> <tr> <td>Silent Auction</td> <td>2500</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>Total income</td> <td>8500</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>School Store</td> <td>2000</td> </tr> <tr> <td>Advertising</td> <td>500</td> </tr> <tr> <td>Craft supplies</td> <td>200</td> </tr> <tr> <td>Café</td> <td>100</td> </tr> </table>	Café	500	School Store	5000	Vendor Fees	500	Silent Auction	2500	<hr/>		Total income	8500	<hr/>		School Store	2000	Advertising	500	Craft supplies	200	Café	100	<table border="0"> <tr> <td>11000gross</td> </tr> <tr> <td>1000 expenses</td> </tr> </table>	11000gross	1000 expenses	<table border="0"> <tr> <td>Ticket Sales</td> <td>55000</td> </tr> <tr> <td>Sponsorships</td> <td>5000</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>Total income</td> <td>60000</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>Smirkus</td> <td>37250</td> </tr> <tr> <td>Fairground</td> <td>2400</td> </tr> <tr> <td>Programs</td> <td>2000</td> </tr> <tr> <td>Tickets</td> <td>300</td> </tr> <tr> <td>Sponsor signs</td> <td>50</td> </tr> <tr> <td>Advertising</td> <td>2000</td> </tr> </table>	Ticket Sales	55000	Sponsorships	5000	<hr/>		Total income	60000	<hr/>		Smirkus	37250	Fairground	2400	Programs	2000	Tickets	300	Sponsor signs	50	Advertising	2000
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	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Activities</td> <td style="text-align: right;">100</td> </tr> <tr> <td>Other</td> <td style="text-align: right;">600</td> </tr> <tr> <td colspan="2" style="border-top: 1px solid black;"></td> </tr> <tr> <td>Expenses</td> <td style="text-align: right;">3500</td> </tr> <tr> <td colspan="2" style="border-top: 1px solid black;"></td> </tr> <tr> <td>Net</td> <td style="text-align: right;">5000</td> </tr> </table>	Activities	100	Other	600			Expenses	3500			Net	5000	Net 10,000	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; border-top: 1px solid black;">Total expense</td> <td style="text-align: right; border-top: 1px solid black;">44000</td> </tr> <tr> <td colspan="2" style="border-top: 1px solid black;"></td> </tr> <tr> <td>Net</td> <td style="text-align: right;">16,000</td> </tr> </table>	Total expense	44000			Net	16,000
Activities	100																				
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Expenses	3500																				
Net	5000																				
Total expense	44000																				
Net	16,000																				
<b>Follow up</b>	<p>Email acknowledgment to all parent volunteers (week after event)</p> <p>Thank you letters to volunteer coordinators by 12/1</p> <p>Thank you letters to donors for Silent Auction by 12/1</p> <p>December-Evaluation meeting with volunteer coordinators for each section with written recommendations and plans for upcoming years.</p>	End of April Evaluation meeting and planning for next year	<p>August Evaluation meeting with volunteer coordinators and planning for next year</p> <p>Thank you letters to sponsors 8/1</p> <p>Update Board on Progress</p>																		

**Appendix P: The Alliance for Public Waldorf Education  
Recommendations for the Grade Level Placement  
of the Common Core Standards (PDF)**

**Please see Attachments**

Attachment 1

Circus Smirkus Plan: Task Master



Group Leader(s)		Nov-Dec	Jan-Feb	Mar	Apr	May	T-3wks	T-2wks	T-1wk	Show Days	Post-Show	Notes
	meet and greet TV/radio with circus for interviews											
<b>Sponsorship Committee</b>		<b>Nov-Dec</b>	<b>Jan-Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>T-3wks</b>	<b>T-2wks</b>	<b>T-1wk</b>	<b>Show Days</b>	<b>Post-Show</b>	
	brainstorm list of potential sponsors											
	prepare a sponsor cover letter and package											
	recruit volunteers and begin soliciting to potential sponsors											
	continue to solicit sponsors &/or advertisers											
	follow-up with previously solicited sponsors											
	if producing playbill insert-produce list of potential advertisers/Sponsors											
	complete and send contracts to confirmed sponsors											
	begin to start selling ads for the playbill insert											
	make arrangements for sponsors signage and placement											
	arrange for donation pick-ups											
	invite potential sponsors to the show											
	send invoices to unpaid advertisers											
	Have additional Sponsor posters printed											
	pick-up any sponsors promo materials											
	confirm with sponsors who will attend show											
	send comp tickets to sponsors planning to attend show											
	contact Smirkus marketing director with list of sponsors to attend show											
	hang sponsor banners at appropriate places per Smirkus OK											
	return banner to sponsors											
	take down and return banners to Smirkus (if not already done)											
	thank you's to sponsors and advertisers											
	follow-up with un-paid advertisers											
<b>Fundraising Committee</b>		<b>Nov-Dec</b>	<b>Jan-Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>T-3wks</b>	<b>T-2wks</b>	<b>T-1wk</b>	<b>Show Days</b>	<b>Post-Show</b>	
	recruit volunteers											
	list items that organization would like to raffle off											
	submit list & site placement on grounds to Smirkus for approval											
	once approved, begin to solicit donations from community											
	begin to make signage for items											
	arrange for tables, chairs, etc.											
	prepare and finish signage for items											
	confirm donated products and arrange for pick-up of items											
	pick-up donated items											
	set-up and be ready one hour prior to showtime											
	Breakdown area											
	Tally sales											
<b>Ticket Committee</b>		<b>Nov-Dec</b>	<b>Jan-Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>T-3wks</b>	<b>T-2wks</b>	<b>T-1wk</b>	<b>Show Days</b>	<b>Post-Show</b>	
	prices (advanced, @ door, group sales, etc...)											
	research nursing home, day care, camps in area for group sales											
	solicit civic organizations to purchase block tickets											
	research and arrange ticket outlets											
	create packets for ticket outlets											
	make contact with organizations for group sale purchases											
	complete informational questionnaire and send to Smirkus											
	send Smirkus 25 tickets per show for VIP/comp use (see contract)											
	hand deliver packets to ticket outlets											
	explain to outlets how you want sales to be tracked											
	Tickets on sale											
	check-in with outlets											
	confirm group sales and what time they plan on arriving to show											
	pick-up & count \$ from ticket outlets											
	relay advanced ticket sale # to ticket booth for each show											
	collect ticket and raffle \$ after each show											
	deduct advance ticket sale # from tickets to sell at booth											
	begin to sell tickets one hour prior to show time											
	Have at least \$200 (1's and 5's) to make change at booth											
	thank you's to ticket outlets											
<b>Homestay Committee</b>		<b>Nov-Dec</b>	<b>Jan-Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>T-3wks</b>	<b>T-2wks</b>	<b>T-1wk</b>	<b>Show Days</b>	<b>Post-Show</b>	
	Homestay save the date email / initial interest expressed											
	decide what housing arrangements will be needed											

Group Leader(s)	Nov-Dec	Jan-Feb	Mar	Apr	May	T-3wks	T-2wks	T-1wk	Show Days	Post-Show	Notes
recruit homestay families											
give Smirkus copy of homestay assignments											
include address/phone #/ or provide contact person & location											
obtain list of troupers for homestays											
send confirmation letters to homestays with names of troupers, pick-up time, etc.											
confirm time with host families of pick-up and trouper introductions											
host family introductions/meet and greet											
confirm pick-up and drop-off times with families and counselors											
<b>Operations Committee</b>	<b>Nov-Dec</b>	<b>Jan-Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>T-3wks</b>	<b>T-2wks</b>	<b>T-1wk</b>	<b>Show Days</b>	<b>Post-Show</b>	
recruit volunteers											
research port-o-let possibilities/make reservations											
obtain all permits											
reconfirm site and requirements needed per contract											
confirm site plan with tour operations director											
make site signage (parking, handicapped, rest rooms ... )											
designate volunteers to appropriate tasks via contract											
confirm port-o-let delivery											
set-up cleaning schedule for port-o-lets/bathroom facilities											
reconfirm volunteer commitments											
consider informal uniform (shirts, hats, aprons, etc.)											
finish any additional site signage											
contact tour manager with any site changes											
confirm volunteers schedule for day of shows											
confirm condition of site, permits, potable water, etc.											
have back up supply of TP for port-o-lets											
meet volunteers @ site for review of duties											
rally ushers, program givers, tix takers to meet 1+ hr before show in tent w/house manager											
check cleanliness and TP supply for port-o-lets											
trash pick-up between and after shows											
clean-up site											
return any borrowed/rented equipment											

Attachment 2

Alliance for Public Waldorf Education

Common Core Alignment

## Part III

### **The Alliance Recommendations**

### **For the Grade Level Placement Of the Common Core Standards In a Waldorf-Inspired Public School Program**

*Kindergarten through Grade Eight*

*English Language Arts & Literacy  
in History/Social Studies, Science, and Technical Subjects*

*Mathematics*

First Edition, September 2013

## Introduction to the Alliance Recommendations

Part Three presents the Alliance Recommendations for the Placement of the Common Core Standards in a Waldorf-Inspired Public School Program. This portion of the document reflects the results of the Alliance review process, including all of the Common Core Standards in ELA/Literacy and Mathematics—now re-organized to reflect the grade levels identified as appropriate for students in a Waldorf Program—as indicated in the placements recorded in the Tables in Part II.

*For example, in Part III, the movement of student academic achievement standards in reading and mathematics from Kindergarten in the Common Core to Grades 1 and 2 in the Waldorf program (as represented in Part II, above) is reflected in the structure of and placement in the Alliance Recommendations.*

Every Common Core Standard (K-8) is included in Part III. None has been omitted. Part III simply reorganizes the CC standards—placing them in their appropriate Waldorf Grade Level in a summary format. The Alliance anticipates that Waldorf graduates from K-8 Waldorf-Inspired Public Schools will have achieved the common Core standards (K-8) and be fully prepared for success in any high school curriculum aligned to the Common Core Standards for Grades 9-12.

The standards in the Recommendations are numbered consecutively at the beginning of the each standard, and, for reference and ease of comparison, each standard is followed by its original Common Core identifier.

As in the Common Core Standards, the numbers begin again as the standards enter a new Strand (within ELA) or Domain (within Mathematics)—but each standard has a unique identifier by grade, strand or domain, and number. For Instance, within the content area English Language Arts, (1 RL 1) indicates Grade 1, Reading Literature, Standard 1. This organizing pattern will become apparent and provide clarity upon review.

Parts I and III (providing introductions to Waldorf education and the Common Core Standards—and the Alliance Recommendations) may prove to be of most interest to parents, school boards, district administrators, public school educators and officials, and the general public--all of whom may want to learn more about the Waldorf approach to education and its relationship to the Common Core Standards.

Parts II and IV are more directly useful to Waldorf-Inspired Public Schools and Waldorf class teachers who will find these parts of practical value as they consider the significance of the Common Core Standards in their own curriculum and instructional programs, in the design of their student learning activities, and in considering their grade level academic expectations for their students.

The Common Core Standards are not “Waldorf Standards,” --in that they do not truly represent the core or the essential outcomes of Waldorf Education. They do not reflect the scope, breadth, or depth of the developing human being, nor of the Waldorf curriculum. They do not address its fundamental model of human development, and the breadth, fullness, and variety of the healthy student capacities that are its goals. This dedication to the developing human being in his or her fullness is at the core of the vision, principles, and practical decisions that constitute the richness of Waldorf education--and which broaden its goals for each student. *(See Part 1 and the grade level curriculum summaries in Part II for an initial introduction to these educational goals and the Waldorf curriculum that addresses them.)*

This Alliance document is intended to provide assistance to Waldorf schools and teachers, but its Recommendations are only advisory. They are a first attempt to find common ground, across schools, but we wish to make clear that schools and teachers in Waldorf schools work out of their own insights and in response to their own students’ needs. It is anticipated that this document will begin an ongoing conversation and that it will grow organically, through dialogue and discussion, based on new insights and refinements provided by classroom teachers and developed in their work together in the Waldorf community.

Although this document addresses the placement of the Common Core Standards in the Waldorf program, it raises a deeper concern about and interest in further exploration of the Waldorf developmental model and the corresponding Waldorf curriculum and instructional programs. The current document only refers to these topics in summary form, but the Alliance is aware that additional projects, developed by and shared among Waldorf-Inspired Public Schools, would expand and inspire additional Waldorf programs throughout the nation.

These additional projects would continue to work to provide guidance to Waldorf schools and teachers, but would remain advisory in content and form—intended to inspire and support the spread and effectiveness of Waldorf education.

### **One Sample Project Proposal**

One example of such a project, which comes directly out of our work on this document is related to instructional “spiraling” in the Waldorf curriculum and the Common Core concept of standards-based student achievement. In Mathematics, from grades six through eight, many topics are introduced, and then re-presented in the instructional program—with the students gaining in knowledge and skill throughout the three grades. Both the instruction and the levels of student achievement spiral upward over this span of grades. Yet, in the Common Core Mathematics Standards, the full student attainment of each standard appears only once--and only at its point of completion. Thus, it appears that a limited number of mathematics standards are attained at grade 6, somewhat more at grade 7, and

many, many more attained at grade 8. This creates the impression that the mathematics program is much smaller at Grade 6 and growing wildly, with impossible student goals, at Grade 8.

In Part II of this current document, reviewers often added the note that a standard was “Introduced at” an earlier grade level. But, the standards placements are reserved for the grade level at which the student fully attains each standard.

In light of this “apparent” anomaly, the Alliance is proposing a curriculum project with its member schools to describe this spiraling of the mathematics program from grades six through eight. Such a project would serve two valuable purposes: first, to describe for all stakeholders how the Waldorf program works to reach the stated goals; second, to consciously clarify and describe and share with others, including new teachers and schools, the components of this coordinated, spiraling, cross-year curriculum and instructional program in middle-grades mathematics.

***Alliance for Public Waldorf Education***  
**Recommended Grade Level Placements of Common Core  
Standards In a Waldorf-Inspired Public School Program**

***English Language Arts  
& Literacy in History/Social Studies, Science,  
and Technical Subjects***

***Recommendations for  
Kindergarten through Grade Eight***

*Alliance for Public Waldorf Education*  
Recommended Grade Level Placements of Common Core Standards  
In a Waldorf-Inspired Public School Program

## English Language Arts Kindergarten

### Writing

#### *Research to Build and Present Knowledge*

K W 1. With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question. (K, W 8) (oral sources, oral responses, foundational for writing)

### Speaking and Listening

#### *Comprehension and Collaboration*

K SL 1. Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and larger groups. (K SL 1)

K SL 1a. Follow agreed-upon rules for discussions (e.g., listening to others and taking turns speaking about the topics and texts under discussion). (K SL 1a)

K SL 1b. Continue a conversation through multiple exchanges. (K SL 1b)

K SL 2. Confirm understanding of a text read aloud or information presented orally or through other media by asking and answering questions about key details and requesting clarification if something is not understood. (K SL 2)

K SL 2 a. **Understand and follow one- and two- step oral directions. (CA)** (K SL 2a)

K SL 3. Ask and answer questions in order to seek help, get information, or clarify something that is not understood. (K SL 3)

#### *Presentation of Knowledge and Ideas*

K SL 4. Describe familiar people, places, things, and events and, with prompting and support, provide additional detail. (K SL 4)

K SL 5. Add drawings or other visual displays to descriptions as desired to provide additional detail. (K SL 5)

K SL 6. Speak audibly and express thoughts, feelings, and ideas clearly. (K SL 6)

## Language

### ***Conventions of Standard English***

K L 1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. (K L 1)

K L 1a. Use frequently occurring nouns and verbs. (K L 1b)

K L 1b. Form regular plural nouns orally by adding /s/ or /es/ (e.g., dog, dogs; wish, wishes). (K L 1c)

K L 1c. Understand and use question words (interrogatives) (e.g., who, what, where, when, why, how). (K L 1d)

K L 1d. Use the most frequently occurring prepositions (e.g., to, from, in, out, on, off, for, of, by, with). (K L 1e)

K L 1e. Produce and expand complete sentences in shared language activities. (K L 1f)

### ***Vocabulary Acquisition and Use***

K L 2. Sort common objects into categories (e.g., shapes, foods) to gain a sense of the concepts the categories represent. (K L 5a)

K L 3. Use words and phrases acquired through conversations, reading and being read to, and responding to texts. (K L 6)

*Alliance for Public Waldorf Education*  
**Recommended Grade Level Placements of Common Core Standards  
In a Waldorf-Inspired Public School Program**

## **English Language Arts Grade 1**

### **Reading Literature**

#### ***Key Ideas and Details***

- 1 RL 1. Retell stories, including key details, and demonstrate understanding of their central message or lesson. (1 RL 2) (K RL 2)
- 1 RL 2. Describe characters, settings, and major events in a story, using key details. (1 RL 3) (K RL 3)
- 1 RL 3. With prompting and support, ask and answer questions about key details in a text. (K RL 1)

#### ***Range of Reading and Level of Text Complexity***

- 1 RL 4. With prompting and support, read prose and poetry of appropriate complexity for Grade 1. (1 RL 10)

### **Reading Foundational Skills**

#### ***Print Concepts***

- 1 RF 1. Demonstrate understanding of the organization and basic features of print. (1 RF 1) (K RF 1)
- 1 RF 1a. Follow words from left to right, top to bottom, and page by page. (K RF 1a)
- 1 RF 1b. Recognize that spoken words are represented in written language by specific sequences of letters. (K RF 1b)
- 1 RF 1c. Understand that words are separated by spaces in print. (K RF 1c)
- 1 RF 1d. Recognize and name all upper- and lowercase letters of the alphabet. (K RF 1d)
- 1 RF 1e. Recognize the distinguishing features of a sentence (e.g., first word, capitalization, ending punctuation). (1 RF 1a)

## ***Phonological Awareness***

- 1 RF 2. Demonstrate understanding of spoken words, syllables, and sounds (phonemes). (1 RF 2) (K RF 2)
- 1 RF 2a. Orally produce single-syllable words by blending sounds (phonemes), including consonant blends. (1 RF 2b)
- 1 RF 2b. Isolate and pronounce initial, medial vowel, and final sounds (phonemes) in spoken single-syllable words. (1 RF 2c)
- 1 RF 2c. Recognize and produce rhyming words. (K RF 2a)
- 1 RF 2d. Count, pronounce, blend, and segment syllables in spoken words. (K RF 2b)
- 1 RF 2e. Blend and segment onsets and rhymes of single-syllable spoken words. (K RF 2c)
- 1 RF 2f. Isolate and pronounce the initial, medial vowel, and final sounds (phonemes) in three-phoneme (consonant-vowel-consonant, or CVC) words.<sup>1</sup> (This does not include CVCs ending with /l/, /r/, or /x/.) (K RF 2d)
- 1 RF 2g. Add or substitute individual sounds (phonemes) in simple, one-syllable words to make new words. (K RF 2e)
- 1 RF 2h. **Blend two or three phonemes into recognizable words. (CA)** (K RF 2f)

## ***Phonics and Word Recognition***

- 1 RF 3. Demonstrate basic knowledge of letter-sound correspondences by producing the primary or most frequent sound for each consonant. (K RF 3a)
- 1 RF 4. Know the spelling-sound correspondences for common consonant digraphs. (1 RF 3a)
- 1 RF 5. Decode regularly spelled one-syllable words. (1 RF 3b)

## ***Fluency***

- 1 RF 6. Read with sufficient accuracy and fluency to support comprehension. (1 RF 4)

## **Writing**

### **Research to Build and Present Knowledge**

- 1 W 1. With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question. (1 W 8)

## Speaking and Listening

### ***Comprehension and Collaboration***

- 1 SL 1. Participate in collaborative conversations with diverse partners about *grade 1 topics and texts* with peers and adults in small and larger groups. (1 SL 1)
- 1 SL 1a. Follow agreed-upon rules for discussions (e.g., listening to others with care, speaking one at a time about the topics and texts under discussion). (1 SL 1a)
- 1 SL 1b. Build on others' talk in conversations by responding to the comments of others through multiple exchanges. (1 SL 1b)
- 1 SL 1c. Ask questions to clear up any confusion about the topics and texts under discussion. (1 SL 1c)
- 1 SL 2. Ask and answer questions about key details in a text read aloud or information presented orally or through other media. (1 SL 2)
- 1 SL 3. **Give, restate, and follow simple two-step directions. CA** (1 SL 2a)
- 1 SL 4. Ask and answer questions about what a speaker says in order to gather additional information or clarify something that is not understood. (1 SL 3)

### ***Presentation of Knowledge and Ideas***

- 1 SL 5. Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly. (1 SL 4)
- 1 SL 6. **Memorize and recite poems, rhymes, and songs with expression. CA** (1 SL 4a)
- 1 SL 7. Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings. (1 SL 5)
- 1 SL 8. Produce complete sentences when appropriate to task and situation. (See grade 1 Language standards 1 and 3 for specific expectations. (1 SL 6)

## Language

### ***Conventions of Standard English***

- 1 L 1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. (1 L 1)

- 1 L 1a. Print all upper- and lowercase letters. (1 L 1a) (K L 1a)
- 1 L 1b. Use common, proper, and possessive nouns. (1 L 1b)
- 1 L 1c. Use singular and plural nouns with matching verbs in basic sentences (e.g., *He hops; We hop*) (1 L 1c).
- 1 L 1d. Use personal (**subject, object**), possessive, and indefinite pronouns (e.g., *I, me, my; they, them, their; anyone, everything*). **CA** (1 L 1d)
- 1 L 1e. Use verbs to convey a sense of past, present, and future (e.g., *Yesterday I walked home; Today I walk home; Tomorrow I will walk home*). (1 L 1e)
- 1 L 1f. Use frequently occurring adjectives. (1 L 1f)
- 1 L 1g. Use frequently occurring conjunctions (e.g., *and, but, or, so, because*). (1L 1g)
- 1 L 1h. Use determiners (e.g., articles, demonstratives). (1 L 1h)
- 1 L 1i. Use frequently occurring prepositions (e.g., *during, beyond, toward*). (1 L 1i)
- 1 L 1j. Produce and expand complete simple and compound declarative, interrogative, imperative, and exclamatory sentences in response to prompts. (1.L 1j)
- 1 L 2. Capitalize the first word in a sentence and the pronoun I. K L 2a)
- 1 L 2a. Capitalize dates and names of people. (1 L 2a)
- 1 L 3. Recognize and name end punctuation. (K L 2b)
- 1 L 3a. Use end punctuation for sentences. (1 L 2b)
- 1 L 4. Use conventional spelling for words with common spelling patterns and for frequently occurring irregular words. (1 L 2d)
- 1 L 5. Write a letter or letters for most consonant and short-vowel sounds (phonemes). (K L 2c)
- 1 L 6. Spell untaught words phonetically, drawing on phonemic awareness and spelling conventions. (1 L 2e) (K L 2d)

### ***Vocabulary Acquisition and Use***

- 1 L 7. Use sentence-level context as a clue to the meaning of a word or phrase. (1 L 4a)
- 1 L 8. With guidance and support from adults, demonstrate understanding of word relationships and nuances in word meanings. (1 L 5) (K L 5)

- 1 L 9. Sort words into categories (e.g., colors, clothing) to gain a sense of the concepts the categories represent. (1 L 5a)
- 1 L 10. Define words by category and by one or more key attributes (e.g., a *duck* is a bird that swims; a *tiger* is a large cat with stripes). (1 L 5b)
- 1 L 11. Identify real-life connections between words and their use (e.g., note places at home that are *cozy*). (1 L 5c) (K L 5c)
- 1 L 12. Distinguish shades of meaning among verbs describing the same general action (e.g., walk, march, strut, prance) by acting out the meanings. (K L 5d)
- 1 L 13. Distinguish shades of meaning among verbs differing in manner (e.g., *look*, *peek*, *glance*, *stare*, *glare*, *scowl*) and adjectives differing in intensity (e.g., *large*, *gigantic*) by defining or choosing them or by acting out the meanings. (1 L 5d)
- 1 L 14. Use words and phrases acquired through conversations, reading and being read to, and responding to texts, including using frequently occurring conjunctions to signal simple relationships (e.g., because). (1 L 6)

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## **English Language Arts**

### **Grade 2**

#### **Reading Literature**

##### **Key Ideas and Details**

- 2 RL 1. Ask and answer such questions as *who, what, where, when, why,* and *how* to demonstrate understanding of key details in a text. (2 RL 1) (Incorporates 1 RL 1)
- 2 RL 2. Recount stories, including fables and folktales from diverse cultures, and determine their central message, lesson, or moral. (2 RL 2)
- 2 RL 3. Describe how characters in a story respond to major events and challenges. (2 RL 3)

##### **Craft and Structure**

- 2 RL 4. Ask and answer questions about unknown words in a text. (K RL 4)
- 2 RL 5. Describe the overall structure of a story, including describing how the beginning introduces the story and the ending concludes the action. (2 RL 5)
- 2 RL 6. Acknowledge differences in the points of view of characters, including by speaking in a different voice for each character when reading dialogue aloud. (2 RL 6)
- 2 RL 7. Identify the front cover, back cover, and title page of a book. (K RI 5)
- 2 RL 7a. Use illustrations and details in a story to describe its characters, setting, or events. (1 RJ 7)
- 2 RL 8. With prompting and support, name the author and illustrator of a story and define the role of each in telling the story. (K RL 6)

##### **Integration of Knowledge and Ideas**

- 2 RL 9. With prompting and support, describe the relationship between illustrations and the story in which they appear (e.g., what moment in a story an illustration depicts.) (K RL 7)

##### **Range of Reading and Level of Text Complexity**

- 2 RL 10. Actively engage in group reading activities with purpose and understanding. (K RL 10)

2 RL 10a. **Activate prior knowledge related to the information and events in texts. (CA)**  
(K RL 10a) (1 RL 10a)

2 RL 10b. **Use illustrations and context to make predictions about text. (CA)** (K RL 10b)

2 RL 10c. **Confirm predictions about what will happen next in a text, (CA)** (1 RL 10b)

## Reading Foundational Skills

### ***Phonics and Word Recognition***

2 RF 1. Know and apply grade-level phonics and word analysis skills in decoding words **both in isolation and in text. CA** (2 RF 3)(K RF 3) (1 RF 3)

2 RF 1a. Associate the long and short sounds with the common spellings (graphemes) for the five major vowels. **(Identify which letters represent the five major vowels (Aa, Ee, Ii, Oo, and Uu) and know the long and short sound of each vowel. More complex long vowel graphemes and spellings are targeted in the Grade 1 phonics standards.) (CA)**  
(K RF 3b)

2 RF 1b. Distinguish long and short vowels when reading regularly spelled one-syllable words.  
(2 RF 3a)

2 RF 1c). Distinguish long from short vowel sounds in spoken single-syllable words. (1 RF 2a)

2 RF 1d. Segment spoken single-syllable words into their complete sequence of individual sounds (phonemes). (1 RF 2d)

2 RF 1e. Know spelling-sound correspondences for additional common vowel teams. (2 RF 2b)

2 RF 1f. Decode regularly spelled two-syllable words with long vowels. (2 RF 3c)

2 RF 2. Read common high-frequency words by sight (e.g., the, of, to, you, she, my, is, are, do, does). (K RF 3c)

2 RF 3. Distinguish between similarly spelled words by identifying the sounds of the letters that differ. (K RF 3d)

### ***Fluency***

2 RF 4. Read emergent-reader texts with purpose and understanding. (K RF 4)

2 RF 4a. Use context to confirm or self-correct word recognition and understanding, rereading as necessary. (1 RF 4c)

## Writing

### ***Text Types and Purposes***

- 2 W 1. Use a combination of drawing, dictating, and writing to compose informative/explanatory texts in which they name what they are writing about and supply some information about the topic. (K W 2)
- 2 W 2. Use a combination of drawing, dictating, and writing to narrate a single event or several loosely linked events, tell about the events in the order in which they occurred, and provide a reaction to what happened. (K W 3)
- 2 W 3. Write narratives in which they recount a well-elaborated event or short sequence of events, include details to describe actions, thoughts, and feelings, use temporal words to signal event order, and provide a sense of closure. (2 W 3)

### ***Production and Distribution of Writing***

- 2 W 4. With guidance and support from adults and peers, focus on a topic and strengthen writing as needed by revising and editing. (2 W 5)
- 2 W 5. With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question. (K W 8)

## Speaking and Listening

### ***Comprehension and Collaboration***

- 2 SL 1. Participate in collaborative conversations with diverse partners about *grade 2 topics and texts* with peers and adults in small and larger groups. (2 SL 1)
- 2 SL 1a. Follow agreed-upon rules for discussions (e.g., gaining the floor in respectful ways, listening to others with care, speaking one at a time about the topics and texts under discussion). (2 SL 1a)
- 2 SL 1b. Build on others' talk in conversations by linking their comments to the remarks of others. (2 SL 1b)
- 2 SL 1c. Ask for clarification and further explanation as needed about the topics and texts under discussion. (2SL 1c)
- 2 SL 2. Recount or describe key ideas or details from a text read aloud or information presented orally or through other media. (2 SL 2)
- 2 SL 3. **Give and follow three- and four-step oral directions. CA** (2 SL 2a)

2 SL 4. Ask and answer questions about what a speaker says in order to clarify comprehension, gather additional information, or deepen understanding of a topic or issue. (2 SL 3)

### **Presentation of Knowledge and Ideas**

2 SL 5. Tell a story or recount an experience with appropriate facts and relevant, descriptive details, speaking audibly in coherent sentences. (2 SL 4)

2 SL 6. Create audio recordings of stories or poems; add drawings or other visual displays to stories or recounts of experiences when appropriate to clarify ideas, thoughts, and feelings. (Audios at Gr. 7) (2 SL 5)

2 SL 7. Produce complete sentences when appropriate to task and situation in order to provide requested detail or clarification. (See grade 2 Language standards 1 and 3 for specific expectations.) (2 SL 6)

## **Language**

### **Conventions of Standard English**

2 L 1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. (2 L 1)

2 L 1a. Use collective nouns (e.g., *group*). (2 L 1a)

2 L 1b. Form and use frequently occurring irregular plural nouns (e.g., *feet, children, teeth, mice, fish*). (2 L 1b)

2 L 1c. Use reflexive pronouns (e.g., *myself, ourselves*). (2 L 1c)

2 L 1d. Form and use the past tense of frequently occurring irregular verbs (e.g., *sat, hid, told*). (2 L 1d)

2 L 1e. Use adjectives and adverbs, and choose between them depending on what is to be modified. (2 L 1e)

2 L 1f. Produce, expand, and rearrange complete simple and compound sentences (e.g., *The boy watched the movie; The little boy watched the movie; The action movie was watched by the little boy*). (2 L 1f)

2 L 1g. **Create readable documents with legible print. CA** (2 L 1g)

2 L 2 Demonstrate the command of the conventions of standard English capitalization, punctuation, and spelling when writing. (K L 2) (1 L 2)

2 L 2a. Capitalize holidays, product names, and geographic names. (2 L 2a)

## **Knowledge of Language**

2 L 3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. (2 L 3)

## **Vocabulary Acquisition and Use**

2 L 4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 2 reading and content*, choosing flexibly from an array of strategies. (2 L 4) (K L 4)

2 L 4a. Use sentence-level context as a clue to the meaning of a word or phrase. (2 L 4a)

2 L 4b. Identify new meanings for familiar words and apply them accurately (e.g., knowing duck is a bird and learning the verb to duck). (K L 4a)

2 L 4c. Use the most frequently occurring inflections and affixes (e.g., -ed, -s, re-, un-, pre-, -ful, -less) as a clue to the meaning of an unknown word. (K L 4b) (1 L 4b)

2 L 4d. Determine the meaning of the new word formed when a known prefix is added to a known word (e.g., *happy/unhappy, tell/retell*). (2 L 4b)

2 L 4e. Identify frequently occurring root words (e.g., *look*) and their inflectional forms (e.g., *looks, looked, looking*). (1 L 4c)

2 L 4f. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., *addition, additional*). (2 L 4c)

2 L 4g. Use knowledge of the meaning of individual words to predict the meaning of compound words (e.g., *birdhouse, lighthouse, housefly; bookshelf, notebook, bookmark*). (2 L 4d)

2 L 5. Demonstrate understanding of word relationships and nuances in word meanings. (2 L 5)

2 L 5a. Identify real-life connections between words and their use (e.g., describe foods that are *spicy* or *juicy*). (2 L 5a)

2 L 5b. Distinguish shades of meaning among closely related verbs (e.g., *toss, throw, hurl*) and closely related adjectives (e.g., *thin, slender, skinny, scrawny*). (2 L 5b)

2 L 5c. Demonstrate understanding of frequently occurring verbs and adjectives by relating them to their opposites (antonyms). (K L 5b)

2 L 6. Use words and phrases acquired through conversations, reading and being read to, and responding to texts, including using adjectives and adverbs to describe (e.g., *When other kids are happy that makes me happy*). (2 L 6)

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## **English Language Arts**

### **Grade Three**

#### **Reading Literature**

##### **Key Ideas and Details**

- 3 RL 1. Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answers. (3 RL 1)
- 3 RL 1a. Ask and answer such questions as *who, what, where, when, why, and how* to demonstrate understanding of key details in a text. (2 RL 1)
- 3 RL 2. Recount stories, including fables, folktales, and myths from diverse cultures; determine the central message, lesson, or moral and explain how it is conveyed through key details in the text. (3 RL 2)
- 3 RL 3. Describe characters in a story (e.g., their traits, motivations, or feelings) and explain how their actions contribute to the sequence of events. (3 RL 3)

##### **Craft and Structure**

- 3 RL 4. Recognize common types of texts (e.g., storybooks, poems, **fantasy, realistic text**) (CA). (K RL 5)
- 3 RL 5. Describe how words and phrases (e.g., regular beats, alliteration, rhymes, repeated lines) supply rhythm and meaning in a story, poem, or song. **(See grade 2 Language standards 4-6 for additional expectations.)** CA (2 RL 4)
- 3 RL 6. Identify words and phrases in stories or poems that suggest feelings or appeal to the senses. **(See grade 2 Language standards 4-6 for additional expectations.)** (CA) (1 RL 4)
- 3 RL 7. Explain major differences between books that tell stories and books that give information, drawing on a wide reading of a range of text types. (1 RL 5)
- 3 RL 8. Identify who is telling a story at various points in a text. (1 RL 6)

##### **Integration of Knowledge and Ideas**

- 3 RL 9. Use information gained from the illustrations and words in a print or digital text to demonstrate understanding of its characters, setting, or plot. (2 RL 7)
- 3 RL 10. Explain how specific aspects of a text’s illustrations contribute to what is conveyed by the words in a story (e.g., create mood, emphasize aspects of a character or setting). (3 RL 7)

### ***Range of Reading and Level of Text Complexity***

- 3 RL 11. By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 2–3 text complexity band independently and proficiently. (3 RL 10) (Incorporates 2 RL 10)

## **Reading Informational Text**

### ***Key Ideas and Details***

- RI 1. Ask and answer questions about key details in a text. (1 RI 1)(K RI 1)
- RI 2. Identify the main topic and retell key details of a text. (1 RI 2)(K RI 2)
- RI 3. Describe the connection between two individuals, events, ideas, or pieces of information in a text. (1 RI 3) (K RI 3)

### ***Craft and Structure***

- 3 RI 4. Ask and answer questions to help determine or clarify the meaning of words or phrases in a text. (2 RI 4)(1 RI 4)(K RI 4)
- 3 RI 5. Distinguish between information provided by pictures or other illustrations and information provided by the words in a text. (1 RI 6)
- 3 RI 6. Name the author and illustrator of a text and define the role of each in presenting the ideas or information in a text. (K RI 6)

### ***Integration of Knowledge and Ideas***

- 3 RI 7. Use the illustrations and details in a text to describe its key ideas. (1 RI 7) (Incorporates K RI 7)
- 3 RI 8. Use information gained from illustrations (e.g., maps, photographs) and the words in a text to demonstrate understanding of the text (e.g., where, when, why, and how key events occur). (3 RI 7)
- 3 RI 9. Identify basic similarities in and differences between two texts on the same topic (e.g., in illustrations, descriptions, or procedures). (1 RI 9)

### ***Range of Reading and Level of Text Complexity***

- 3 RI 10. Actively engage in group reading activities with purpose and understanding. (K RI 10)
- 3 RI 10a. With prompting and support, read informational texts appropriately complex for the grade level. (1 RI 10)
- 3 RI 10b. **Activate prior knowledge related to the information and events in texts. (CA)**  
(1 RI 10a) (K RI 10a)
- 3 RI 10 c. **Make and confirm predictions about what will happen next in a text. CA**  
(1 RL 10b)(K RI 10b))

### **Reading Foundational Skills**

#### ***Phonics and Word Recognition***

- 3 RF 1. Know and apply grade-level phonics and word analysis skills in decoding words **both in isolation and in text. CA** (3 RF 3)
- 3 RF 1a. Decode multi-syllable words. (3 RF 3c)
- 3 RF 1b. Decode words with common prefixes and suffixes. (2 RF 3d)
- 3 RF 1c. Identify words with inconsistent but common spelling-sound correspondences. (2 RF 3e)
- 3 RF 1d. Read grade-appropriate irregularly spelled words. (3 RF 3d) (2 RF 3f)

#### ***Fluency***

- 3 RF 2. Read with sufficient accuracy and fluency to support comprehension. (3 RF 4)
- 3 RF 2a. Read on-level text with purpose and understanding. (3 RF 4a) (1 RF 4a)
- 3 RF 2b. Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings. (3 RF 4b) (1 RF 4b)
- 3 RF 2c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary. (3 RF 4c)
- 3 RF 3. Read with sufficient accuracy and fluency to support comprehension. (2 RF 4)
- 3 RF 3a. Read on-level text with purpose and understanding. (2 RF 4a)
- 3 RF 3b. Read on-level text orally with accuracy, appropriate rate, and expression on successive readings. (2 RF 4b)

3 RF 3c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary. (2 RF 4c)

## Writing

### Text Types and Purposes

3 W 1. **Write informative/explanatory texts** to examine a topic and convey ideas and information clearly. (3 W 2)

3 W 1a. Write informative/explanatory texts in which they introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section. (2 W 2)

3 W 1b. Introduce a topic and group related information together; include illustrations when useful to aiding comprehension. (3 W 2a)

3 W 1c. Develop the topic with facts, definitions, and details. (3 W 2b)

3 W 1d. Use linking words and phrases (e.g., *also, another, and, more, but*) to connect ideas within categories of information. (3 W 2c)

3 W 1e. Provide a concluding statement or section. (3 W 2d)

3 W 2. **Write narratives** to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. (3 W 3)

3 W 2a. Establish a situation and introduce a narrator and/or characters; organize an event sequence that unfolds naturally. (3 W 3a)

3 W 2b. Use temporal words and phrases to signal event order. (3 W 3c)

3 W 2c. Provide a sense of closure. (3 W 3d)

### Production and Distribution of Writing

3 W 3. With guidance and support from adults, produce writing in which the development and organization are appropriate to task and purpose. (Grade-specific expectations for writing types are defined in standards 1–3 above.) (3 W 4)

### Research to Build and Present Knowledge

3 W 4. Recall information from experiences or gather information from provided sources to answer a question. (2 W 8)

3 W 5. Conduct short research projects that build knowledge about a topic. (3 W 7)

## Speaking and Listening

### ***Comprehension and Collaboration***

- 3 SL 1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 3 topics and texts*, building on others' ideas and expressing their own clearly. (3 SL 1)
- 3 SL 1a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion. (3 SL 1a)
- 3 SL 1b. Follow agreed-upon rules for discussions (e.g., gaining the floor in respectful ways, listening to others with care, speaking one at a time about the topics and texts under discussion). (3 SL 1b)
- 3 SL 1c. Ask questions to check understanding of information presented, stay on topic, and link their comments to the remarks of others. (3 SL 1c)
- 3 SL 1d. Explain their own ideas and understanding in light of the discussion. (3 SL 1d)
- 3 SL 2. Determine the main ideas and supporting details of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally. (3 SL 2)
- 3 SL 3. Ask and answer questions about information from a speaker, offering appropriate elaboration and detail. (3 SL 3)

### ***Presentation of Knowledge and Ideas***

- 3 SL 4. Report on a topic or text, tell a story, or recount an experience with appropriate facts and relevant, descriptive details, speaking clearly at an understandable pace. (3 SL 4)
- 3 SL 4a. **Plan and deliver a narrative presentation that: recounts a well-elaborated event, includes details, reflects a logical sequence, and provides a conclusion. CA** (2 SL 4a)
- 3 SL 5. Speak in complete sentences when appropriate to task and situation in order to provide requested detail or clarification. (See grade 3 Language standards 1 and 3 for specific expectations.) (3 SL 6)

## Language

### ***Conventions of Standard English***

- 3 L 1. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. (3 L 2)

- 3 L 1a. Capitalize appropriate words in titles. (3 L 2a)
- 3 L 1b. Use commas in dates and to separate single words in a series. (1 L 2c)
- 3 L 1c. Use conventional spelling for high-frequency and other studied words and for adding suffixes to base words (e.g., *sitting, smiled, cries, happiness*). (3 L 2e)
- 3 L 1d. Use spelling patterns and generalizations (e.g., word families, position-based spellings, syllable patterns, ending rules, meaningful word parts) in writing words. (3 L 2f)
- 3 L 1e. Consult reference materials, including beginning dictionaries, as needed to check and correct spellings. (3 L 2g)
- 3 L 1f. **Write legibly in cursive or joined italics, allowing margins and correct spacing between letters in a word and words in a sentence. CA (3 L 1j)**
- 3 L 1g. **Use reciprocal pronouns correctly. CA (3 L 1k)**

### ***Knowledge of Language***

- 3 L.2 Use knowledge of language and its conventions when writing, speaking, reading, or listening, (3 L 3)
- 3 L 2a. Choose words and phrases for effect. (3 L 3a)
- 3 L 2b. Recognize and observe differences between the conventions of spoken and written standard English. (3 L 3b)
- 3 L 2c. Compare formal and informal uses of English. (2 L 3a)

### ***Vocabulary Acquisition and Use***

- 3 L 3. Determine or clarify the meaning of unknown and multiple-meaning word and phrases based on *grade 3 reading and content*, choosing flexibly from a range of strategies. (3 L 4)
- 3 L 3a. Use sentence-level context as a clue to the meaning of a word or phrase. (3 L 4a)
- 3 L 3b. Determine the meaning of the new word formed when a known affix is added to a known word (e.g., *agreeable/disagreeable, comfortable/uncomfortable, care/careless, heat/preheat*). (3 L 4b)
- 3 L 3c. Use glossaries or beginning dictionaries, both print and digital, to determine or clarify the precise meaning of key words and phrases **in all content areas. CA (3 L 4d) (2 L 4e)**
- 3 L 4. Demonstrate understanding of word relationships and nuances in word meanings. (3 L 5)

- 3 L 4a. Distinguish the literal and non-literal meanings of words and phrases in context (e.g., *take steps*). (3 L 5a)
- 3 L 4b. Identify real-life connections between words and their use (e.g., describe people who are *friendly or helpful*). (3 L 5b)
- 3 L 5. Acquire and use accurately grade-appropriate conversational, general academic, and domain-specific words and phrases, including those that signal spatial and temporal relationships (e.g., *After dinner that night we went looking for them*). (3 L 6)

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## **English Language Arts**

### **Grade Four**

#### **Reading Literature**

##### ***Key Ideas and Details***

- 4 RL 1. Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text. (4 RL 1)
- 4 RL 2. Determine a theme of a story, drama, or poem from details in the text; summarize the text. (4 RL 2)
- 4 RL 3. Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text (e.g., a character's thoughts, words, or actions). (4 RL 3)

##### ***Craft and Structure***

- 4 RL 4. Students distinguish their own point of view from that of the narrator or those of the characters. (3 RL 6)

##### ***Integration of Knowledge and Ideas***

- 4 RL 5. With prompting and support, compare and contrast the adventures and experiences of characters in stories. (K RL 9) (1 RL 9)
- 4 RL 6. Compare and contrast two or more versions of the same story (e.g., Cinderella stories) by different authors or from different cultures. (2 RL 9)
- 4 RL 7. Compare and contrast the themes, settings, and plots of stories written by the same author about the same or similar characters (e.g., in books from a series). (3 RL 9)

##### ***Range of Reading and Level of Text Complexity***

- 4 RL 8. By the end of the year, read and comprehend literature, including stories, dramas, and poetry, in the grades 4–5 text complexity band proficiently, with scaffolding as needed at the high end of the range. (4 RL 10)

## Reading Informational Texts

### **Key Ideas and Details**

- 4 RI 1. Ask and answer questions to demonstrate understanding of a text, referring explicitly to the text as the basis for the answers. (3 RI 1) (2 RI 1)
- 4 RI 2. Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text. (4 RI 1)
- 4 RI 3. Identify the main topic of a multi-paragraph text as well as the focus of specific paragraphs within the text. (2 RI 2)
- 4 RI 4. Determine the main idea of a text and explain how it is supported by key details; summarize the text. (4 RI 2) (3 RI 2)
- 4 RI 5. Explain events, procedures, ideas, or concepts in a historical, scientific, or technical text, including what happened and why, based on specific information in the text. (4 RI 3) (2 RI 3)

### **Craft and Structure**

- 4 RI 6. Determine the meaning of general academic and domain-specific words or phrases in a text relevant to a *grade 4 topic or subject area*. **(See grade 4 Language standards 4-6 for additional expectations.)** CA (4 RI 4)
- 4 RI 7. Know and use various text features (e.g., captions, bold print, subheadings, glossaries, indexes, electronic menus, icons) to locate key facts or information in a text efficiently. (2 RI 5)
- 4 RI 8. Identify the main purpose of a text, including what the author wants to answer, explain, or describe. (2 RI 6)

### **Integration of Knowledge and Ideas**

- 4 RI 9. Integrate information from two texts on the same topic in order to write or speak about the subject knowledgeably. (4 RI 9)(K RI 9)
- 4 RI 10. Identify the reasons an author gives to support points in a text. (K RI 8)
- 4 RI 11. Students distinguish their own point of view from that of the author of a text. (3 RI 6)
- 4 RI 12. Explain how specific images (e.g., a diagram showing how a machine works) contribute to and clarify a text. (2 RI 7)

## **Range of Reading and Level of Text Complexity**

4 RI 13. By the end of year, read and comprehend informational texts, including history/social studies, science, and technical texts, in the grades 4–5 text complexity band proficiently, with scaffolding as needed at the high end of the range. (4 RI 10)

## **Reading Foundational Skills**

### **Phonics and Word Recognition**

4 RF 1. Know and apply grade-level phonics and word analysis skills in decoding words. (4 RF 3)

4 RF 1a. Use combined knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context. (4 RF 3a)

4 RF 1b. Identify and know the meaning of the most common prefixes and derivational suffixes. (3 RF 3a)

### **Fluency**

4 RF 2. Read with sufficient accuracy and fluency to support comprehension. (4 RF 4)

4 RF 2a. Read on-level text with purpose and understanding. (4 RF 4a)

4 RF 2b. Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings. (4 RF 4b)

4 RF 2c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary. § RF 4c)

## **Writing**

### **Text Types and Purposes**

4 W 1. Write opinion pieces in which they introduce the topic or book they are writing about, state an opinion, supply reasons that support the opinion, use linking words (e.g., *because*, *and*, *also*) to connect opinion and reasons, and provide a concluding statement or section. (2 W 1)

4 W 2. Write informative/explanatory texts to examine a topic and convey ideas and information clearly. (4 W 2)

- 4 W 2a. Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension. (4 W 2a)
- 4 W 2b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic. (4 W 2b)
- 4 W 2c. Link ideas within categories of information using words and phrases (e.g., *another, for example, also, because*). (4 W 2c)
- 4 W 1d. Use precise language and domain-specific vocabulary to inform about or explain the topic. (4 W 2d)
- 4 W 2e. Provide a concluding statement or section related to the information or explanation presented. (4 W 2e)
- 4 W 3. Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. (4 W 3)
- 4 W 3a. Orient the reader by establishing a situation and introducing a narrator and/or characters; organize an event sequence that unfolds naturally. (4 W 3a)
- 4 W 3b. Use dialogue and description to develop experiences and events or show the responses of characters to situations. (4 W 3b)(3 W 3b)
- 4 W 3c. Use a variety of transitional words and phrases to manage the sequence of events. (4 W 3c)
- 4 W 3d. Use concrete words and phrases and sensory details to convey experiences and events precisely. (4 W 3d)
- 4 W 3e. Provide a conclusion that follows from the narrated experiences or events. (4 W 3e)

#### ***Production and Distribution of Writing***

- 4 W4. Produce clear and coherent writing (**including multiple-paragraph texts**) in which the development and organization are appropriate to task, purpose, and audience. **CA (4 W 4)** (2 W 4)
- 4 W 5. With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 4.) (4 W 5)

### **Research to Build and Present Knowledge**

- 4 W 6. Conduct short research projects that build knowledge through investigation of different aspects of a topic. (4 W 7)
- 4 W 6a. Participate in shared research and writing projects (e.g., read a number of books on a single topic to produce a report; record science observations). (2 W 7)
- 4 W 7. Recall relevant information from experiences or gather relevant information from print and digital sources; take notes, **paraphrase**, and categorize information, and provide a list of sources. **CA** (4 W 8) (3 W 8)
- 4 W 8. Draw evidence from literary or informational texts to support analysis, reflection, and research. (4 W 9)

### **Range of Writing**

- 4 W 9. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences. (4 W 10) (3 W 10)

## **Speaking and Listening**

### **Comprehension and Collaboration**

- 4 SL 1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 4 topics and texts*, building on others' ideas and expressing their own clearly. (4 SL 1)
- 4 SL 1a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion. (4 SL 1a)
- 4 SL 1b. Follow agreed-upon rules for discussions and carry out assigned roles. (4 SL 1b)
- 4 SL 1c. Pose and respond to specific questions to clarify or follow up on information, and make comments that contribute to the discussion and link to the remarks of others. (4 SL 1c)
- 4 SL 1d. Review the key ideas expressed and explain their own ideas and understanding in light of the discussion. (4 SL 1d)
- 4 SL 2. Paraphrase portions of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally. (4 SL 2)

## ***Presentation of Knowledge and Ideas***

- 4 SL 3. Report on a topic or text, tell a story, or recount an experience in an organized manner, using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace. (4 SL 4)
- 4 SL 3a. **Plan and deliver a narrative presentation that: relates ideas, observations, or recollections; provides a clear context; and includes clear insight into why the event or experience is memorable. CA** (4 SL 4a)
- 4 SL 3b. **Plan and deliver an informative/ explanatory presentation on a topic that: organizes ideas around major points of information, follows a logical sequence, includes supporting details, uses clear and specific vocabulary, and provides a strong conclusion. CA** (4 SL 4b)
- 4 SL 4. Add audio recordings or visual displays to presentations when appropriate to enhance the development of main ideas or themes. (4 SL 5) (Audio at Grade 7)
- 4 SL 5. Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion); use formal English when appropriate to task and situation. (See grade 4 Language standards 1 and 3 for specific expectations.) (4 SL 6)

## **Language**

### ***Conventions of Standard English***

- 4 L 1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. (4 L 1 )
- 4 L 1a. Explain the function of nouns, pronouns, verbs, adjectives, and adverbs in general and their functions in particular sentences. (3 L 1a)
- 4 L 1b. Form and use regular and irregular plural nouns. (3 L 1b)
- 4 L 1c. Use abstract nouns (e.g., *childhood*). (3 L 1c)
- 4 L 1d. Form and use regular and irregular verbs. (3 L 1d)
- 4 L 1e. Form and use the simple (e.g., *I walked; I walk; I will walk*) verb tenses. (3 L 1e)
- 4 L 1f. Ensure subject-verb and pronoun- antecedent agreement. (3 L 1f)

- 4 L 1g. Form and use comparative and superlative adjectives and adverbs, and choose between them depending on what is to be modified. (3 L 1g)
- 4 L 1h. Use coordinating and subordinating conjunctions. (3 L 1h)
- 4 L 1i. Produce simple, compound, and complex sentences. (3 L 1i)
- 4 L 1j. Form and use the progressive (*e.g., I was walking; I am walking; I will be walking*) verb tenses. (4 L 1b)
- 4 L 1k. Use adjectives and adverbs, and choose between them depending on what is to be modified. (2 L 1e)
- 4 L 1l. Produce, expand, and rearrange complete simple and compound sentences (*e.g., The boy watched the movie; The little boy watched the movie; The action movie was watched by the little boy*). (2 L 1f)
- 4 L 1m. Order adjective within sentences according to conventional patterns (*e.g., a small red bag* rather than *a red small bag*). (4 L 1d)
- 4 L 1n. Form and use prepositional phrases. (4 L 1e)
- 4 L 1o. Correctly use frequently confused words (*e.g., to, too, two; there, their*). (4 L 1g)
- 4 L 1p. Write fluidly and legibly in cursive or joined italics. CA (4 L 1h)**
- 4 L 2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. (4 L 2)
- 4 L 2a. Use correct capitalization. (4 L 2a)
- 4 L 2b. Use commas and quotation marks to mark direct speech and quotations from a text. (4 L 2b) (3 L 2c)
- 4 L 2c. Form and use possessives. (3 L 2d)
- 4 L 2d. Use a comma before a coordinating conjunction in a compound sentence. (4 L 2c)
- 4 L 2e. Use commas in addresses. (3 L 2b)
- 4 L 2f. Use commas in greetings and closings of letters. (2 L 2b)
- 4 L 2g. Use an apostrophe to form contractions and frequently occurring possessives. (2 L 2c)
- 4 L 2h. Spell grade-appropriate words correctly, consulting references as needed. (4 L 2d)

### **Knowledge of Language**

- 4 L 3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. (4 L 3)
- 4 L 3a. Choose words and phrases to convey ideas precisely. (4 L 3a)
- 4 L 3b. Choose punctuation for effect. (4 L 3b)
- 4 L 3c. Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion). (4 L 3c)

### **Vocabulary Acquisition and Use**

- 4 L 4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 4 reading and content*, choosing flexibly from a range of strategies. (4 L 4)
- 4 L 4 a. Use context (e.g., definitions, examples, or restatements in text) as a clue to the meaning of a word or phrase. (4 L 4a)
- 4 L 4b. Use a known root word as a clue to the meaning of an unknown word with the same root (e.g., *company*, *companion*). (3 L 4c)
- 4 L 4c. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation and determine or clarify the precise meaning of key words and phrases **and to identify alternate word choices in all content areas. CA** (4 L 4c)
- 4 L 5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. (4 L 5)
- 4 L 5a. Explain the meaning of simple similes and metaphors (e.g., *as pretty as a picture*) in context. (4 L 5a)
- 4 L 5b. Recognize and explain the meaning of common idioms, adages, and proverbs. (4 L 5b)
- 4 L 5c. Demonstrate understanding of words by relating them to their opposites (antonyms) and to words with similar but not identical meanings (synonyms). (4 L 5c)
- 4 L 6. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases, including those that signal precise actions, emotions, or states of being (e.g., *quizzed*, *whined*, *stammered*) and that are basic to a particular topic (e.g., *wildlife*, *conservation*, and *endangered* when discussing animal preservation). (4 L 6)

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## **English Language Arts Grade Five**

### **Reading Literature**

#### ***Key Ideas and Details***

- 5 RL 1. Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text. (5 RL 1)
- 5 RL 2. Determine a theme of a story, drama, or poem from details in the text, including how characters in a story or drama respond to challenges or how the speaker in a poem reflects upon a topic; summarize the text. (5 RL 2)
- 5 RL 3. Compare and contrast two or more characters, settings, or events in a story or drama, drawing on specific details in the text (e.g., how characters interact). (5 RL 3)

#### ***Craft and Structure***

- 5 RL 4. Determine the meaning of words and phrases as they are used in a text, distinguishing literal from nonliteral language, including figurative language such as metaphors and similes. **(See grade 5 Language standards 4-6 for additional expectations.)** CA (5 RL 4) (3 RL 4)
- 5 RL 5. Refer to parts of stories, dramas, and poems when writing or speaking about a text, using terms such as chapter, scene, and stanza; describe how each successive part builds on earlier sections. (3 RL 5)
- 5 RL 6. Determine the meaning of words and phrases as they are used in a text, including those that allude to significant characters found in mythology (e.g., Herculean). (4 RL 4)

#### ***Range of Reading and Level of text Complexity***

- 5 RL 7. By the end of the year, read and comprehend literature, including stories, dramas, and poetry, at the high end of the grades 4–5 text complexity band independently and proficiently. (5 RL 10)

### **Reading Informational Texts**

#### ***Key Ideas and Details***

5 RI 1. Quote accurately from a text when explaining what the text says explicitly and when drawing inferences from the text. (5 RI 1)

5 RI 2. Determine two or more main ideas of a text and explain how they are supported by key details; summarize the text. (5 RI 2)

### ***Craft and Structure***

5 RI 3. Determine the meaning of general academic and domain-specific words and phrases in a text relevant to a *grade 5 topic or subject area*. **(See grade 5 Language standards 4-6 for additional expectations.)** CA (5 RI 4)

### ***Integration of Knowledge and Ideas***

5 RI 4. Draw on information from multiple print or digital sources, demonstrating the ability to locate an answer to a question quickly or to solve a problem efficiently. (5 RI 7)(digital in Grade 7)

5 RI 5. Explain how an author uses reasons and evidence to support particular points in a text, identifying which reasons and evidence support which point(s). (5 RI 8)

5 RI 6. Integrate information from several texts on the same topic in order to write or speak about the subject knowledgeably. (5 RI 9)

### ***Range of Reading and Level of Text Complexity***

5 RI 7. By the end of the year, read and comprehend informational texts, including history/social studies, science, and technical texts, at the high end of the grades 4–5 text complexity band independently and proficiently. (5 RI 10)

## **Reading Foundational Skills**

### ***Phonics and Word Recognition***

5 RF 1. Know and apply grade-level phonics and word analysis skills in decoding words.(5 RF 3)

5 RF 1a. Use combined knowledge of all letter-sound correspondences, syllabication patterns, and morphology (e.g., roots and affixes) to read accurately unfamiliar multisyllabic words in context and out of context (5 RF 3a)

### ***Fluency***

5 RF 2. Read with sufficient accuracy and fluency to support comprehension. (5 RF 4)

5 RF 2a. Read on-level text with purpose and understanding. (5 RF 4a)

5 RF 2b. Read on-level prose and poetry orally with accuracy, appropriate rate, and expression on successive readings. (5 RF 4b)

5 RF 2c. Use context to confirm or self-correct word recognition and understanding, rereading as necessary. (5 RF 4c)

## Writing

### Text Types and Purposes

5 W 1. Write informative/explanatory texts to examine a topic and convey ideas and information clearly. (5 W 2)

5 W 1a. Introduce a topic clearly, provide a general observation and focus, and group related information logically; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension. (5 W 2a)

5 W 1b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic. (5 W 2b)

5 W 1c. Link ideas within and across categories of information using words, phrases, and clauses (e.g., *in contrast*, *especially*). (5 W 2c)

5 W 1d. Use precise language and domain-specific vocabulary to inform about or explain the topic. (5 W 2d)

5 W 1e. Provide a concluding statement or section related to the information or explanation presented. (5 W 2e)

5 W 2. Write narratives to develop real or imagined experiences or events using effective technique, descriptive details, and clear event sequences. (5 W 3)

5 W 2a. Orient the reader by establishing a situation and introducing a narrator and/or characters; organize an event sequence that unfolds naturally. (5 W 3a)

5 W 2b. Use narrative techniques, such as dialogue, description, and pacing, to develop experiences and events or show the responses of characters to situations. (5 W 3b)

5 W 2c. Use a variety of transitional words, phrases, and clauses to manage the sequence of events. (5 W 3c)

5 W 2d. Use concrete words and phrases and sensory details to convey experiences and events precisely. (5 W 3d)

5 W 2e. Provide a conclusion that follows from the narrated experiences or events. (5 W 3e)

### ***Production and Distribution of Writing***

5 W 3. Produce clear and coherent writing (**including multiple-paragraph texts**) in which the development and organization are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)

CA (5 W 4)

5 W 4. With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 5.) (5 W 5)

### ***Research to Build and Present Knowledge***

5 W 5. Conduct short research projects that use several sources to build knowledge through investigation of different aspects of a topic. (5 W 7)

5 W 6. Recall relevant information from experiences or gather relevant information from print and digital sources; summarize or paraphrase information in notes and finished work, and provide a list of sources. (5 W 8)

5 W 7. Apply *grade 5 Reading standards* to literature (e.g., “Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text [e.g., a character’s thoughts, words, or actions].”). and “Compare and contrast two or more characters, settings, or events in a story or a drama, drawing on specific details in the text [e.g., how characters interact]”). (5 W 9a) (4 W 9a)

### ***Range of Writing***

5 W 8. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences. (5 W 10)

## **Speaking and Listening**

### ***Comprehension and Collaboration***

5 SL 1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 5 topics and texts*, building on others’ ideas and expressing their own clearly. (5 SL 1)

- 5 SL 1a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion. (5 SL 1a)
- 5 SL 1b. Follow agreed-upon rules for discussions and carry out assigned roles. (5 SL 1b)
- 5 SL 1c. Pose and respond to specific questions by making comments that contribute to the discussion and elaborate on the remarks of others. (5 SL 1c)
- 5 SL 1d. Review the key ideas expressed and draw conclusions in light of information and knowledge gained from the discussions. (5 SL 1d)
- 5 SL 2. Summarize a written text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally. (5 SL 2)

### ***Presentation of Knowledge and Ideas***

- 5 SL 3. Report on a topic or text or present an opinion, sequencing ideas logically and using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace. (5 SL 4)
- 5 SL 3a. **Memorize and recite a poem or section of a speech or historical document using rate, expression, and gestures appropriate to the selection. CA** (5 SL 4b)
- 5 SL 4. Adapt speech to a variety of contexts and tasks, using formal English when appropriate to task and situation. (See grade 5 Language standards 1 and 3 for specific expectations.) (5 SL 6)

## **Language**

### ***Conventions of Standard English***

- 5 L 1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. (5 L 1)
- 5 L 1a. Use verb tense to convey various times, sequences, states, and conditions. (5 L 1c)
- 5 L 1b. Recognize and correct inappropriate shifts in verb tense. (5 L 1d)
- 5 L 2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. (5 L 2)
- 5 L 2a. Use punctuation to separate items in a series. (5 L 2a)
- 5 L 2b. Use a comma to separate an introductory element from the rest of the sentence. (5 L 2b)

5 L 2c. Use a comma to set off the words *yes* and *no* (e.g., *Yes, thank you*), to set off a tag question from the rest of the sentence (e.g., *It's true, isn't it?*), and to indicate direct address (e.g., *Is that you, Steve?*). (5 L 2c)

5 L 2d. Use underlining, quotation marks, or italics to indicate titles of works. (5 L 2d)

5 L 2e. Spell grade-appropriate words correctly, consulting references as needed. (5 L 2e)

### ***Knowledge of Language***

5 L 3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. (5 L 3)

5 L 3a. Expand, combine, and reduce sentences for meaning, reader/listener interest, and style. (5 L 3a)

### ***Vocabulary Acquisition and Use***

5 L 4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 5 reading and content*, choosing flexibly from a range of strategies. (5 L 4)

5 L 4a. Use context (e.g., cause/effect relationships and comparisons in text) as a clue to the meaning of a word or phrase. (5 L 4a)

5 L 4b. Use common, grade-appropriate Greek and Latin affixes and roots as clues to the meaning of a word (e.g., *photograph*, *photosynthesis*). (Greek in 5, Latin in 6) (5 L 4b)

5 L 4c. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation and determine or clarify the precise meaning of key words and phrases **and to identify alternate word choices in all content areas**. CA (5 L 4c)

5 L 4d. Recognize and explain the meaning of common idioms, adages, and proverbs. (5 L 5b)

5 L 4e. Use the relationship between particular words (e.g., synonyms, antonyms, homographs) to better understand each of the words. (5 L 5c)

5 L 5. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases, including those that signal contrast, addition, and other logical relationships (e.g., *however*, *although*, *nevertheless*, *similarly*, *moreover*, *in addition*). (5 L 6)

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## English Language Arts Grade Six

### Reading Literature

#### *Key Ideas and Details*

- 6 RL 1. Determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments. (6 RL 2)
- 6RL 2. Describe how a particular story's or drama's plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution. (6 RL 3)

#### *Craft and Structure*

- 6 RL 3. Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of a specific word choice on meaning and tone. **(See grade 6 Language standards 4–6 for additional expectations.) CA** (6 RL 4)
- 6 RL 4. Explain major differences between poems, drama, and prose, and refer to the structural elements of poems (e.g., verse, rhythm, meter) and drama (e.g., casts of characters, settings, descriptions, dialogue, stage directions) when writing or speaking about a text. (4 RL 5)
- 6 RL 4a. Explain how a series of chapters, scenes, or stanzas fits together to provide the overall structure of a particular story, drama, or poem. (5 RL 5)
- 6 RL 4b. Analyze how a particular sentence, chapter, scene, or stanza fits into the overall structure of a text and contributes to the development of the theme, setting, or plot. (6 RL 5)
- 6 RL 5. Compare and contrast the point of view from which different stories are narrated, including the difference between first- and third-person narrations. (4 RL 6)
- 6 RL 5a. Describe how a narrator's or speaker's point of view influences how events are described. (5 RL 6)
- 6 RL 5b. Explain how an author develops the point of view of the narrator or speaker in a text. (6 RL 6)

### ***Integration of Knowledge and Ideas***

- 6 RL 6. Make connections between the text of a story or drama and a visual or oral presentation of the text, identifying where each version reflects specific descriptions and directions in the text. (4 RL 7)
- 6 RL 7. Compare and contrast the treatment of similar themes and topics (e.g., opposition of good and evil) and patterns of events (e.g., the quest) in stories, myths, and traditional literature from different cultures. (4 RL 9)
- 6 RL 8. Compare and contrast stories in the same genre (e.g., mysteries and adventure stories) on their approaches to similar themes and topics. (5 RL 9)
- 6 RL 9. Compare and contrast texts in different forms or genres (e.g., stories and poems; historical novels and fantasy stories) in terms of their approaches to similar themes and topics. (6RL 9)

### ***Range of Reading and Level of Text Complexity***

- 6 RL 10. By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range. (6 RL 10)

## **Reading Informational Texts**

### ***Key Ideas and Details***

- 6 RI 1. Determine a central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments. (6 RI 2)
- 6 RI 2. Analyze in detail how a key individual, event, or idea is introduced, illustrated, and elaborated in a text (e.g., through examples or anecdotes). (6 RI 3)
- 6 RI 3. Explain the relationships or interactions between two or more individuals, events, ideas, or concepts in a historical, scientific, or technical text based on specific information in the text. (5 RI 3)

### ***Craft and Structure***

- 6 RI 4. Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings. **(See grade 6 Language standards 4–6 for additional expectations.) CA (6 RI 4)**
- 6 RI 5. Analyze how a particular sentence, paragraph, chapter, or section fits into the overall structure of a text and contributes to the development of the ideas. (6 RI 5)

6 RI 6. Describe the overall structure (e.g., chronology, comparison, cause/effect, problem/solution) of events, ideas, concepts, or information in a text or part of a text. (4 RI 5)

6 RI 7. Compare and contrast the overall structure (e.g., chronology, comparison, cause/effect, problem/solution) of events, ideas, concepts, or information in two or more texts. (5 RI 5)

6 RI 8. Determine an author's point of view or purpose in a text and explain how it is conveyed in the text. (6 RI 6)

6 RI 9. Compare and contrast a firsthand and secondhand account of the same event or topic; describe the differences in focus and the information provided. (4 RI 6)

### ***Integration of Knowledge and Ideas***

6 RI 10. Integrate information presented in different media or formats (e.g., visually, quantitatively) as well as in words to develop a coherent understanding of a topic or issue. (6 RI 7)

6 RI 11. Interpret information presented visually, orally, or quantitatively (e.g., in charts, graphs, diagrams, time lines, animations, or interactive elements on Web pages) and explain how the information contributes to an understanding of the text in which it appears. (4 RI 7) (digital in gr. 7)

6 RI 12. Explain how an author uses reasons and evidence to support particular points in a text. (4 RI 8)

6 RI 13. Compare and contrast one author's presentation of events with that of another (e.g., a memoir written by and a biography on the same person). (6 RI 9)

### ***Range of Reading and Level of Text Complexity***

6 RI 14. By the end of the year, read and comprehend literary nonfiction in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range. (6 RI 10)

## **Writing**

### ***Text Types and Purposes***

6 W 1. **Write arguments** to support claims with clear reasons and relevant evidence. (6 W 1)

6 W 1a. Introduce claim(s) and organize the reasons and evidence clearly. (6 W 1a)

6 W 1b. Support claim(s) with clear reasons and relevant evidence, using credible sources and demonstrating an understanding of the topic or text. (6 W 1b)

6 W 1c. Use words, phrases, and clauses to clarify the relationships among claim(s) and reasons. (6 W 1c)

6 W 1 d. Establish and maintain a formal style. (6 W 1d)

6 W 1e. Provide a concluding statement or section that follows from the argument presented. (6 W 1e)

***Standard 6 W 1 Integrates and builds upon standard 4 W 1, included for the first time here:***

**W 1. Write opinion pieces** on topics or texts, supporting a point of view with reasons and information. (4 W 1)

W 1a. Introduce a topic or text clearly, state an opinion, and create an organizational structure in which related ideas are grouped to support the writer's purpose. (4 W 1a)

W 1b. Provide reasons that are supported by facts and details. (4 W 1b)

W 1c. Link opinion and reasons using words and phrases (e.g., *for instance, in order to, in addition*). (4 W 1c)

W 1 d. Provide a concluding statement or section related to the opinion presented. (4 W 1d)

**6 W 2. Write informative/explanatory texts** to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. (6 W 2)

6 W 2a. Introduce a topic **or thesis statement**; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension. **CA** (6 W 2a)

6 W 2b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples. (6 W 2b)

6 W 2c. Use appropriate transitions to clarify the relationships among ideas and concepts. (6 W 2c)

6 W 2d. Use precise language and domain-specific vocabulary to inform about or explain the topic. (6 W 2d)

6 W 2e. Establish and maintain a formal style. (6 W 2e)

- 6 W 2f. Provide a concluding statement or section that follows from the information or explanation presented in W 2. (6 W 2f)
- 6 W 3. **Write narratives** to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. (6 W 3)
- 6 W 3a. Engage and orient the reader by establishing a context and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically. (6 W 3a)
- 6 W 3b. Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters. (6 W 3b)
- 6 W 3c. Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another. (6 W 3c)
- 6 W 3d. Use precise words and phrases, relevant descriptive details, and sensory language to convey experiences and events. (6 W 3d)
- 6 W 3e. Provide a conclusion that follows from the narrated experiences or events. (6 W 3e)

#### ***Production and Distribution of Writing***

- 6 W 4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.) (6 W 4)
- 6 W 5. With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 6.) (6 W 5)
- 6 W 6. Use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of three pages in a single sitting. (6 W 6)

#### ***Research to Build and Present Knowledge***

- 6 W 7. Conduct short research projects to answer a question, drawing on several sources and refocusing the inquiry when appropriate. (6 W 7)
- 6 W 8. Gather relevant information from multiple print and digital sources; assess the credibility of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and providing basic bibliographic information for sources. (6 W 8)
- 6 W 9. Draw evidence from literary or informational texts to support analysis, reflection, and research. (6 W 9)

- 6 W 9a. Apply *grade 6 Reading standards* to literature (e.g., “Compare and contrast texts in different forms or genres [e.g., stories and poems; historical novels and fantasy stories] in terms of their approaches to similar themes and topics”). (6 W 9a)
- 6 W 9b. Apply *grade 6 Reading standards* to literary nonfiction (e.g., “Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not”). (6 W 9b)
- 6 W 9c. Apply *grade level Reading standards* to informational texts (e.g., “Explain how an author uses reasons and evidence to support particular points in a text, identifying which reasons and evidence support which point[s]”).(5 W 9b)
- 6 W 9d. Apply grade level Reading standards to informational texts (e.g., “Explain how an author uses reasons and evidence to support particular points in a text”). (4 W 9b)

### **Range of Writing**

- 6 W 10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

## **Speaking and Listening**

### **Comprehension and Collaboration**

- 6 SL 1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 6 topics, texts, and issues*, building on others’ ideas and expressing their own clearly. (6 SL 1)
- 6 SL 1a. Come to discussions prepared, having read or studied required material; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion. (6 SL 1a)
- 6 SL 1b. Follow rules for collegial discussions, set specific goals and deadlines, and define individual roles as needed. (6 SL 1b)
- 6 SL 1c. Pose and respond to specific questions with elaboration and detail by making comments that contribute to the topic, text, or issue under discussion. (6 SL 1 c)
- 6 SL 1d. Review the key ideas expressed and demonstrate understanding of multiple perspectives through reflection and paraphrasing. (6 SL 1d)
- 6 SL 2. Interpret information presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how it contributes to a topic, text, or issue under study. (6 SL 2)

6 SL 3. Identify and delineate a speaker’s argument and specific claims, distinguishing claims that are supported by reasons and evidence from claims that are not. (6 SL 3) (4 SL 3)

### ***Presentation of Knowledge and Ideas***

- 6 SL 4. Present claims and findings (**e.g., argument, narrative, informative, response to literature presentations**), sequencing ideas logically and using pertinent descriptions, facts, and details **and nonverbal elements** to accentuate main ideas or themes; use appropriate eye contact, adequate volume, and clear pronunciation. **CA** (6 SL 4)
- 6 SL 4a. **Plan and deliver an opinion speech that: states an opinion, logically sequences evidence to support the speaker’s position, uses transition words to effectively link opinions and evidence (e.g., consequently and therefore), and provides a concluding statement related to the speaker’s position. CA** (5 SL 4a)
- 6 SL 4b. **Plan and deliver an informative/explanatory presentation that: develops a topic with relevant facts, definitions, and concrete details; uses appropriate transitions to clarify relationships; uses precise language and domain specific vocabulary; and provides a strong conclusion. CA** (6 SL 4a)
- 6 SL 5. Include multimedia components (e.g., graphics, images, music, sound) and visual displays in presentations to clarify information. (6 SL 5)
- 6 SL 6. Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate. (See grade 6 Language standards 1 and 3 for specific expectations.) (6 SL 6)

## **Language**

### ***Conventions of Standard English***

- 6 L 1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. (6 L 1)
- 6 L 1a. Ensure that pronouns are in the proper case (subjective, objective, possessive). (6 L 1a)
- 6 L 1b. Use **all pronouns, including** intensive pronouns (e.g., *myself, ourselves*) **correctly. CA** (6 L 1b)
- 6 L 1c. Use **interrogative**, relative pronouns (who, whose, whom, which, that) and relative adverbs (where, when, why.) **CA** (4 L 1a)
- 6 L 1d. Recognize and correct inappropriate shifts in pronoun number and person. (6 L 1c)

- 6 L 1e. Recognize and correct vague pronouns (i.e., ones with unclear or ambiguous antecedents). (6 L 1d)
- 6 L 1f. Use modal auxiliaries (e.g., *can*, *may*, *must*) to convey various conditions. (4 L 1c)
- 6 L 1g. Explain the function of conjunctions, prepositions, and interjections in general and their function in particular sentences. (5 L 1a)
- 6 L 1h. Use correlative conjunctions (e.g., *either/or*, *neither/nor*). (5 L 1e)
- 6 L 1i. Form and use the perfect (e.g., *I had walked*; *I have walked*; *I will have walked*) verb tenses. (5 L 1b)
- 6 L 1j. Produce complete sentences, recognizing and correcting inappropriate fragments and run-ons. (4 L 1f)
- 6 L 1k. Recognize variations from standard English in their own and others' writing and speaking, and identify and use strategies to improve expression in conventional language. (6 L 1e)
- 6 L 2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. (6 L 2)
- 6 L 2a. Use punctuation (commas, parentheses, dashes) to set off nonrestrictive/parenthetical elements. (6 L 2a)
- 6 L 2b. Spell correctly. (6 L 2b)

### **Knowledge of Language**

- 6 L 3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. (6 L 3)
- 6 L 3a. Vary sentence patterns for meaning, reader/ listener interest, and style. (6 L 3a)
- 6 L 3b. Maintain consistency in style and tone. (6 L 3b)
- 6 L 3c. Compare and contrast the varieties of English (e.g., dialects, registers) used in stories, dramas, or poems. (5 L 3b)

### **Vocabulary Acquisition and Use**

- 6 L 4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 6 reading and content*, choosing flexibly from a range of strategies. (6 L 4)
- 6 L 4a. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase. (6 L 4a)

- 6 L 4b. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., *audience, auditory, audible*). (6 L 4b)(5 L 4b)
- 6 L 4c. Consult reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech. (6 L 4c)
- 6 L 4d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary). (6 L 4d)
- 6 L 5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. (6 L 5)
- 6 L 5a. Interpret figurative language, including similes and metaphors, in context. (5 L 5a)
- 6 L 5 b. Interpret figures of speech (e.g., personification) in context. (6 L 5a)
- 6 L 5c. Use the relationship between particular words (e.g., cause/effect, part/whole, item/category) to better understand each of the words. (6 L 5b)
- 6 L 5d. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., *stingy, scrimping, economical, unwhasteful, thrifty*). (6 L 5c)
- 6 L 6. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression. (6 L 6)

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## **English Language Arts Grade Seven**

### **Reading Literature**

#### ***Key Ideas and Details***

- 7 RL 1. Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text. (7 RL1) (6 RL 1)
- 7 RL 2. Determine a theme or central idea of a text and analyze its development over the course of the text; provide an objective summary of the text. (7 RL 2)
- 7 RL 3. Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot). (7 RL 3)

#### ***Craft and Structure***

- 7 RL 4. Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of rhymes and other repetitions of sounds (e.g., alliteration) on a specific verse or stanza of a poem or section of a story or drama. **(See grade 7 Language standards 4–6 for additional expectations.)** CA (7 RL 4)
- 7 RL 5. Analyze how a drama’s or poem’s form or structure (e.g., soliloquy, sonnet) contributes to its meaning. (7 RL 5)
- 7 RL 6. Analyze how an author develops and contrasts the points of view of different characters or narrators in a text. (7 RL 6)

#### ***Integration of Knowledge and Ideas***

- 7 RL 7. Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period as a means of understanding how authors of fiction use or alter history. (7 RL 9)
- 7 RL 8. Analyze how visual and multimedia elements contribute to the meaning, tone, or beauty of a text (e.g. graphic novel, multimedia presentation of fiction, folktale, myth, or poem).

### ***Range of Reading and Level of Text Complexity***

7 RL 9. By the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range. (7 RL 10)

## **Reading Informational Texts**

### ***Key Ideas and Details***

7 RI 1. Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text. (7 RI 1) (6 RL 1)

7 RI 2. Determine two or more central ideas in a text and analyze their development over the course of the text; provide an objective summary of the text. (7 RI 2)

7 RI 3. Analyze the interactions between individuals, events, and ideas in a text (e.g., how ideas influence individuals or events, or how individuals influence ideas or events). (7 RI 3)

### ***Craft and Structure***

7 RI 4. Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of a specific word choice on meaning and tone. **(CA--See grade 7 Language standards 4–6 for additional expectations.)** (7 RI 4)

7 RI 5 **Analyze the use of text features (e.g., graphics, headers, captions) in popular media. CA** (6 RI 5a)

### ***Integration of Knowledge and Ideas***

7 RI 6. Compare and contrast a text to an audio, video, or multimedia version of the text, analyzing each medium’s portrayal of the subject (e.g., how the delivery of a speech affects the impact of the words). (7 RI 7)

7 RI 7. Trace and evaluate the argument and specific claims in a text, distinguishing claims that are supported by reasons and evidence from claims that are not. (6 RI 8)

### ***Range of Reading and Level of Text Complexity***

7 RI 8. By the end of the year, read and comprehend literary nonfiction in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range. (7 RI 10)

## Writing

### *Text Types and Purposes*

- 7 W 1. **Write arguments** to support claims with clear reasons and relevant evidence. (7 W 1)
- 7 W 1a. Introduce claim(s), acknowledge **and address** alternate or opposing claims, and organize the reasons and evidence logically. **CA** (7 W 1a)
- 7 W 1b. Support claim(s) **or counterarguments** with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text. **CA** (7 W 1b)
- 7W 1c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), reasons, and evidence. (7 W 1c)
- 7 W 1 d. Establish and maintain a formal style. (7 W 1d)
- 7 W 1e. Provide a concluding statement or section that follows from and supports the argument presented. (7 W 1e)
- 7 W 2. **Write informative/explanatory texts** to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. (7 W 2)
- 7 W 2b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples. (7 W 2b)
- 7 W 2c. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts. (7 W 2c)
- 7 W 2d. Use precise language and domain-specific vocabulary to inform about or explain the topic. (7 W 2d)
- 7 W 2e. Establish and maintain a formal style. (7 W 2e)
- 7 W 2f. Provide a concluding statement or section that follows from and supports the information or explanation presented. (7 W 2f)
- 7 W 3. **Write narratives** to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. (7 W 3)
- 7 W 3a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically. (7 W 3a)

- 7 W 3b. Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters. (7 W 3b)
- 7 W 3c. Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another. (7 W 3c)
- 7 W 3d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events. (7 W 3d)
- 7 W 3e. Provide a conclusion that follows from and reflects on the narrated experiences or events. (7 W 3e)

### ***Production and Distribution of Writing***

- 7 W 4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.) (7 W 4)
- 7 W 5. With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 7.) (7 W 5)
- 7 W 6. Use technology, including the internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of three pages in a single sitting. (6 W 6)

### ***Research to Build and Present Knowledge***

- 7 W 7. Conduct short research projects to answer a question, drawing on several sources and generating additional related, focused questions for further research and investigation. (7 W 7)
- 7 W 8. Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation. (7 W 8)(6 W 8)
- 7 W 9. Draw evidence from literary or informational texts to support analysis, reflection, and research. (7 W 9)
- 7 W 9a. Apply *grade 7 Reading standards* to literature (e.g., “Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period as a means of understanding how authors of fiction use or alter history”). (7W 9a)

7 W 9b. Apply *grade 7 Reading standards* to literary nonfiction (e.g. “Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims”). (7 W 9b)

### **Range of Writing**

7 W 10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences. (7 W 10)

## **Speaking and Listening**

### **Comprehension and Collaboration**

7 SL 1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 7 topics, texts, and issues*, building on others’ ideas and expressing their own clearly. (7 SL 1)

7 SL 1a. Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion. (7 SL 1a)

7 SL 1b. Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed. (7 SL 1b)

7 SL 1c. Pose questions that elicit elaboration and respond to others’ questions and comments with relevant observations and ideas that bring the discussion back on topic as needed. (7 SL 1c)

7 SL 1d. Acknowledge new information expressed by others and, when warranted, modify their own views. (7 SL 1d)

7 SL 1e. Delineate a speaker’s argument and specific claims, distinguishing claims that are supported by reasons and evidence from claims that are not. (6 SL 3)

7 SL 1f. Interpret information presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how it contributes to a topic, text, or issue under study. (6 SL 2)

### **Presentation of Knowledge and Ideas**

7 SL 2. Present claims and findings (**e.g., argument, narrative, summary presentations**), emphasizing salient points in a focused, coherent manner with pertinent descriptions, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation. **CA** (7 SL 4)

7 SL 3. Include multimedia components (e.g., graphics, images, music, sound) and visual displays in presentations to clarify information. (6 SL 5)

7 SL 4. Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate. (See grade 7 Language standards 1 and 3 for specific expectations.) (7 SL 6)

## Language

### ***Conventions of Standard English***

7 L 1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. (7 L 1)

7 L 1a. Explain the function of phrases and clauses in general and their function in specific sentences. (7 L 1a)

7 L 1b. Choose among simple, compound, complex, and compound-complex sentences to signal differing relationships among ideas. (7 L 1b)

7 L 1c. Place phrases and clauses within a sentence, recognizing and correcting misplaced and dangling modifiers. (7 L 1c)

7 L 2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. (7 L 2)

7 L 2a. Use a comma to separate coordinate adjectives (e.g., *It was a fascinating, enjoyable movie* but not *He wore an old[,] green shirt*). (7 L 2a)

7 L 2b. Spell correctly. (7 L 2b)

### ***Knowledge of Language***

7 L 3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. (7 L 3)

7 L 3a. Choose language that expresses ideas precisely and concisely, recognizing and eliminating wordiness and redundancy. (7 L 3a)

### ***Vocabulary Acquisition and Use***

7 L 4. Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on *grade 7 reading and content*, choosing flexibly from a range of strategies. (7 L 4)

- 7 L 4a. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase. (7 L 4a)
- 7 L 4b. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., *belligerent, bellicose, rebel*). (7 L 4b)
- 7 L 4c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech **or trace the etymology of words.**  
**CA** (7 L 4c) (6 L 4c)
- 7 L 4d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary). (7 L 4d)
- 7 L 5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. (7 L 5)
- 7 L 5a. Interpret figures of speech (e.g., literary, biblical, and mythological allusions) in context. (7 L 5a)
- 7 L 5b. Use the relationship between particular words (e.g., synonym/antonym, analogy) to better understand each of the words. (7 L 5b)
- 7 L 5c. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., *refined, respectful, polite, diplomatic, condescending*). (7 L 5c)
- 7 L 6. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression. (7 L 6)

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## **English Language Arts Grade Eight**

### **Reading Literature**

#### ***Key Ideas and Details***

- 8 RL 1. Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text. (8 RL 1)
- 8 RL 2. Determine a theme or central idea of a text and analyze its development over the course of the text, including its relationship to the characters, setting, and plot; provide an objective summary of the text. (8 RL 2)
- 8 RL 3. Analyze how particular lines of dialogue or incidents in a story or drama propel the action, reveal aspects of a character, or provoke a decision. (8 RL 3)

#### ***Craft and Structure***

- 8 RL 4. Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts. **(See grade 8 Language standards 4–6 for additional expectations.) CA** (8 RL 4)
- 8 RL 5. Compare and contrast the structure of two or more texts and analyze how the differing structure of each text contributes to its meaning and style. (8 RL 5)
- 8 RL 6. Analyze how differences in the points of view of the characters and the audience or reader (e.g., created through the use of dramatic irony) create such effects as suspense or humor. (8 RL 6)

#### ***Integration of Knowledge and Ideas***

- 8 RL 7. Analyze the extent to which a filmed or live production of a story or drama stays faithful to or departs from the text or script, evaluating the choices made by the director or actors. (8 RL 7)
- 8 RL 7a. Compare and contrast a written story, drama, or poem to its audio, filmed, staged, or multimedia version, analyzing the effects of techniques unique to each medium (e.g., lighting, sound, color, or camera focus and angles in a film). (7 RL 7)

8 RL 8. Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new. (8 RL 9)

### ***Range of Reading and Level of Text Complexity***

8 RL 9. By the end of the year, read and comprehend literature, including stories, dramas, and poems, at the high end of grades 6–8 text complexity band independently and proficiently. (8 RL 10)

## **Reading Informational Texts**

### ***Key Ideas and Details***

8 RI 1. Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text. (8 RI 1)

8 RI 2. Determine a central idea of a text and analyze its development over the course of the text, including its relationship to supporting ideas; provide an objective summary of the text. (8 RI 2)

8 RI 3. Analyze how a text makes connections among and distinctions between individuals, ideas, or events (e.g., through comparisons, analogies, or categories). (8 RI 3)

### ***Craft and Structure***

8 RI 4. Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts. **(See grade 8 Language standards 4–6 for additional expectations.) CA** (8 RI 4)

8 RI 5. Analyze the structure an author uses to organize a text, including how the major sections contribute to the whole and to the development of the ideas. (7 RI 5)

8 RI 5a. Analyze in detail the structure of a specific paragraph in a text, including the role of particular sentences in developing and refining a key concept. (8 RI 5)

**8 RI 5b. Analyze the use of text features (e.g., graphics, headers, captions) in consumer materials and public documents. CA** (8 RI 5a)(7 RI 5a)

8 RI 6. Determine an author’s point of view or purpose in a text and analyze how the author acknowledges and responds to conflicting evidence or viewpoints. (8 RI 6) (7 RI 6)

### ***Integration of Knowledge and Ideas***

8 RI 7. Evaluate the advantages and disadvantages of using different mediums (e.g., print or digital text, video, multimedia) to present a particular topic or idea. (8 RI 7)

8 RI 8. Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims; recognize when irrelevant evidence is introduced. (8 RI 8) (7 RI 8)

8 RI 9. Analyze a case in which two or more texts provide conflicting information on the same topic and identify where the texts disagree on matters of fact or interpretation. (8 RI 9)

8 RI 9a. Analyze how two or more authors writing about the same topic shape their presentations of key information by emphasizing different evidence or advancing different interpretations of facts.

### ***Range of Reading and Level of Text Complexity***

8 RI 10. By the end of the year, read and comprehend literary nonfiction at the high end of the grades 6–8 text complexity band independently and proficiently. (8 RI 10)

## **Writing**

### ***Text Types and Purposes***

8 W 1. **Write arguments** to support claims with clear reasons and relevant evidence. (8 W 1)

8 W 1a. Introduce claim(s), acknowledge and distinguish the claim(s) from alternate or opposing claims, and organize the reasons and evidence logically. (8 W 1a)

8 W 1b. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text. (8 W 1b)

8 W 1c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), counterclaims, reasons, and evidence. (8 W 1c)

8 W 1 d. Establish and maintain a formal style. (8 W 1d)

8 W 1e. Provide a concluding statement or section that follows from and supports the argument presented. (8 W 1e)

8 W 2. **Write informative/explanatory texts, including career development documents (e.g., simple business letters and job applications),** to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content. **CA** (8 W 2)

- 8 W 2a. Introduce a topic **or thesis statement** clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/ effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension. **CA** (7 W 2a)
- 8 W 2b. Introduce a topic **or thesis statement** clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension. **CA** (8 W 2a)
- 8 W 2c. Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples. (8 W 2b)
- 8 W 2d. Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts. (8 W 2c)
- 8 W 2e. Use precise language and domain-specific vocabulary to inform about or explain the topic. (8 W 2d)
- 8 W 2f. Establish and maintain a formal style. (8 W 2e)
- 8 W 2g. Provide a concluding statement or section that follows from and supports the information or explanation presented. (8 W 2f)
- 8 W 3. **Write narratives** to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences. (8 W 3)
- 8 W 3a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically. (8 W 3a)
- 8 W 3b. Use narrative techniques, such as dialogue, pacing, description, and reflection to develop experiences, events, and/or characters. (8 W 3b)
- 8 W 3c. Use a variety of transition words, phrases, and clauses to convey sequence, signal shifts from one time frame or setting to another, and show the relationships among experiences and events. (8 W 3c)
- 8 W 3d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events. (8 W 3d)
- 8 W 3e. Provide a conclusion that follows from and reflects on the narrated experiences or events. (8 W 3e)

### ***Production and Distribution of Writing***

8 W 4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.) (8 W 4)

8 W 5. With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed. (Editing for conventions should demonstrate command of Language standards 1–3 up to and including grade 8.) (8 W 5)

8 W 6. Use technology, including the Internet, to produce and publish writing, linking to and citing sources, and present the relationships between information and ideas efficiently as well as to interact and collaborate with others. (8 W 6) (7 W 6)

### ***Research to Build and Present Knowledge***

8 W 7. Conduct short research projects to answer a question (including a self-generated question), drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration. (8 W 7)

8 W 8. Gather relevant information from multiple print and digital sources, using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation. (8 W 8) (7 W 8)

8 W 9. Draw evidence from literary or informational texts to support analysis, reflection, and research. (8 W 9)

8 W 9a. Apply *grade 8 Reading standards* to literature (e.g., “Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories, or religious works such as the Bible, including describing how the material is rendered new”). (8 W 9a)

8 W 9b. Apply *grade 8 Reading standards* to literary nonfiction (e.g., “Delineate and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient; recognize when irrelevant evidence is introduced”). (8 W 9b)

### ***Range of Writing***

8 W 10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences. (8 W 10)

## Speaking and Listening

### *Comprehension and Collaboration*

- 8 SL 1. Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on *grade 8 topics, texts, and issues*, building on others' ideas and expressing their own clearly. (8 SL 1)
- 8 SL 1a. Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion. (8 SL 1a)
- 8 SL 1b. Follow rules for collegial discussions and decision-making, track progress toward specific goals and deadlines, and define individual roles as needed. (8 SL 1b)
- 8 SL 1c. Pose questions that connect the ideas of several speakers and respond to others' questions and comments with relevant evidence, observations, and ideas. (8 SL 1c)
- 8 SL 1d. Acknowledge new information expressed by others, and, when warranted, qualify or justify their own views in light of the evidence presented. (8 SL 1d)
- 8 SL 2. Analyze the main ideas and supporting details presented in diverse media and formats (e.g., visually, quantitatively, orally) and explain how the ideas clarify a topic, text, or issue under study. (7 SL 2)
- 8 SL 2a. Analyze the purpose of information presented in diverse media and formats (e.g., visually, quantitatively, orally) and evaluate the motives (e.g., social, commercial, political) behind its presentation. (8 SL 2)
- 8 SL 3. Delineate a speaker's argument and specific claims, **and attitude towards the subject**, evaluating the soundness of the reasoning and relevance and sufficiency of the evidence and identifying when irrelevant evidence is introduced. **CA** (8 SL 3) (7 SL 3)

### *Presentation of Knowledge and Ideas*

- 8 SL 4. Present claims and findings (**e.g., argument, narrative, response to literature presentations**), emphasizing salient points in a focused, coherent manner with relevant evidence, sound valid reasoning, and well-chosen details; use appropriate eye contact, adequate volume, and clear pronunciation. **CA** (8 SL 4)
- 8 SL 4a. **Plan and present a narrative that: establishes a context and point of view, presents a logical sequence, uses narrative techniques (e.g., dialogue, pacing, description, sensory language), uses a variety of transitions, and provides a conclusion that reflects the experience.** **CA** (8 SL 4a)

- 8 SL 4b. **Plan and present an argument that: supports a claim, acknowledges counterarguments, organizes evidence logically, uses words and phrases to create cohesion, and provides a concluding statement that supports the argument presented.**  
CA (7 SL 4a)
- 8 SL 5. Integrate multimedia and visual displays into presentations to clarify information, strengthen claims and evidence, and add interest. (8 SL 5) (7 SL 5)
- 8 SL 6. Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate. (See grade 8 Language standards 1 and 3 for specific expectations.) (8 SL 6)

## Language

### *Conventions of Standard English*

- 8 L 1. Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. (8 L 1)
- 8 L 1a. Explain the function of verbals (gerunds, participles, infinitives) in general and their function in particular sentences. (8 L 1a)
- 8 L 1b. Form and use verbs in the active and passive voice. (8 L 1b)
- 8 L 1c. Form and use verbs in the indicative, imperative, interrogative, conditional, and subjunctive mood. (8 L 1c)
- 8 L 1d. Recognize and correct inappropriate shifts in verb voice and mood. (8 L 1d)
- 8 L 2. Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. (8 L 2)
- 8 L 2a. Use punctuation (comma, ellipsis, dash) to indicate a pause or break. (8 L 2a)
- 8 L 2b. Use an ellipsis to indicate an omission. (8 L 2b)
- 8 L 2c. Spell correctly. (8 L 2c)

### *Knowledge of Language*

- 8 L 3. Use knowledge of language and its conventions when writing, speaking, reading, or listening. (8 L 3)
- 8 L 3a. Use verbs in the active and passive voice and in the conditional and subjunctive mood to achieve particular effects (e.g., emphasizing the actor or the action; expressing uncertainty or describing a state contrary to fact). (8 L 3a)

## Vocabulary Acquisition and Use

- 8 L 4. Determine or clarify the meaning of unknown and multiple-meaning words or phrases based on *grade 8 reading and content*, choosing flexibly from a range of strategies. (8 L 4)
- 8 L 4a. Use context (e.g., the overall meaning of a sentence or paragraph; a word's position or function in a sentence) as a clue to the meaning of a word or phrase. (8 L 4a)
- 8 L 4b. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., *precede, recede, secede*). (8 L 4b)
- 8 L 4c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech **or trace the etymology of words.** CA (8 L 4c)
- 8 L 4d. Verify the preliminary determination of the meaning of a word or phrase (e.g., by checking the inferred meaning in context or in a dictionary). (8 L 4d)
- 8 L 5. Demonstrate understanding of figurative language, word relationships, and nuances in word meanings. (8 L 5)
- 8 L 5a. Interpret figures of speech (e.g. verbal irony, puns) in context. (8 L 5a)
- 8 L 5b. Use the relationship between particular words to better understand each of the words. (8 L 5b)
- 8 L 5c. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., *bullheaded, willful, firm, persistent, resolute*). (8 L 5c)
- 8 L 6. Acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression. (8 L 6)

## Literacy in History/Social Studies, Science, and Technical Subjects Grades 6-8

### Reading in History/Social Studies

#### *Key Ideas and Details*

- RHSS 1. Cite specific textual evidence to support analysis of primary and secondary sources.
- RHSS 2. Determine the central ideas or information of a primary or secondary source; provide an accurate summary of the source distinct from prior knowledge or opinions.
- RHSS 3. Identify key steps in a text’s description of a process related to history/social studies (e.g., how a bill becomes law, how interest rates are raised or lowered).

#### *Craft and Structure*

- RHSS 4. Determine the meaning of words and phrases as they are used in a text, including vocabulary specific to domains related to history/social studies.
- RHSS 5. Describe how a text presents information (e.g., sequentially, comparatively, causally).
- RHSS 6. Identify aspects of a text that reveal an author’s point of view or purpose (e.g., loaded language, inclusion or avoidance of particular facts).

#### *Integration of Knowledge and Ideas*

- RHSS 7. Integrate visual information (e.g., in charts, graphs, photographs, videos, or maps) with other information in print and digital texts.
- RHSS 8. Distinguish among fact, opinion, and reasoned judgment in a text.
- RHSS 9. Analyze the relationship between a primary and secondary source on the same topic.

#### *Range of Reading and Level of Text Complexity*

- RHSS 10. By the end of grade 8, read and comprehend history/social studies texts in the grades 6–8 text complexity band independently and proficiently.

## Reading in Science and Technical Subjects

### ***Key Ideas and Details***

- RST 1. Cite specific textual evidence to support analysis of science and technical texts.
- RST 2. Determine the central ideas or conclusions of a text; provide an accurate summary of the text distinct from prior knowledge or opinions.
- RST 3. Follow precisely a multistep procedure when carrying out experiments, taking measurements, or performing technical tasks.

### ***Craft and Structure***

- RST 4. Determine the meaning of symbols, key terms, and other domain-specific words and phrases as they are used in a specific scientific or technical context relevant to *grades 6–8 texts and topics*.
- RST 5. Analyze the structure an author uses to organize a text, including how the major sections contribute to the whole and to an understanding of the topic.
- RST 6. Analyze the author’s purpose in providing an explanation, describing a procedure, or discussing an experiment in a text.

### ***Integration of Knowledge and Ideas***

- RST 7. Integrate quantitative or technical information expressed in words in a text with a version of that information expressed visually (e.g., in a flowchart, diagram, model, graph, or table).
- RST 8. Distinguish among facts, reasoned judgment based on research findings, and speculation in a text.
- RST 9. Compare and contrast the information gained from experiments, simulations, video, or multimedia sources with that gained from reading a text on the same topic.

### ***Range of Reading and Level of Text Complexity***

- RST 10. By the end of grade 8, read and comprehend science/technical texts in the grades 6–8 text complexity band independently and proficiently.

## Writing in History/Social Studies, Science, and Technical Subjects

### ***Text Types and Purposes***

W HSST 1. Write arguments focused on *discipline-specific content*.

- a. Introduce claim(s) about a topic or issue, acknowledge and distinguish the claim(s) from alternate or opposing claims, and organize the reasons and evidence logically.
- b. Support claim(s) with logical reasoning and relevant, accurate data and evidence that demonstrate an understanding of the topic or text, using credible sources.
- c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), counterclaims, reasons, and evidence.
- d. Establish and maintain a formal style.
- e. Provide a concluding statement or section that follows from and supports the argument presented.

W HSST 2. Write informative/explanatory texts, including the narration of historical events, scientific procedures/ experiments, or technical processes.

- a. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories as appropriate to achieving purpose; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.
- b. Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples.
- c. Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts.
- d. Use precise language and domain-specific vocabulary to inform about or explain the topic.
- e. Establish and maintain a formal style and objective tone.
- f. Provide a concluding statement or section that follows from and supports the information or explanation presented.

W HSST 3. See Note, below. (Not applicable as a separate requirement.)

### ***Production and Distribution of Writing***

W HSST 4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

W HSST 5. With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed.

W HSST 6. Use technology, including the Internet, to produce and publish writing and present the relationships between information and ideas clearly and efficiently.

### ***Research to Build and Present Knowledge***

W HSST 7. Conduct short research projects to answer a question (including a self-generated question), drawing on several sources and generating additional related, focused questions that allow for multiple avenues of exploration.

W HSST 8. Gather relevant information from multiple print and digital sources (**primary and secondary**), using search terms effectively; assess the credibility and accuracy of each source; and quote or paraphrase the data and conclusions of others while avoiding plagiarism and following a standard format for citation. **CA**

W HSST 9. Draw evidence from informational texts to support analysis reflection, and research.

### ***Range of Writing***

W HSST 10. Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

**Note on Narrative Writing (W3):** Students' narrative skills continue to grow in these grades. The Literacy Standards require that students be able to incorporate narrative elements effectively into arguments and informative/explanatory texts. In history/social studies, students must be able to incorporate narrative accounts into their analyses of individuals or events of historical import. In science and technical subjects, students must be able to write precise enough descriptions of the step-by-step procedures they use in their investigations or technical work that others can replicate them and (possibly) reach the same results. *(Note from the Common Core Literacy Standards)*

*Alliance for Public Waldorf Education*  
**Recommended Grade Level Placements of Common Core  
Standards In a Waldorf-Inspired Public School Program**

# *Mathematics*

*Recommendations for  
Kindergarten through Grade Eight*

*Alliance for Public Waldorf Education*  
**Recommended Grade Level Placements of Common Core Standards  
In a Waldorf-Inspired Public School Program**

## **Mathematics**

### **Kindergarten**

#### **Counting and Cardinality**

##### ***Count to tell the number of objects.***

- K CC 1. Understand the relationship between numbers and quantities; connect counting to cardinality. (K CC 4)
- K CC 1a. When counting objects, say the number names in the standard order, pairing each object with one and only one number name and each number name with one and only one object. (K CC 4a)
- K CC 1b. Understand that the last number name said tells the number of objects counted. The number of objects is the same regardless of their arrangement or the order in which they were counted. (K CC 4b)
- K CC 1c. Understand that each successive number name refers to a quantity that is one larger. (K CC 4c)

**Note:**

1. Numbers, counting, and shapes are incorporated in the activities of the Waldorf Kindergarten. These activities provide a rich experiential foundation for the explicit learning to come in the grades that follow.
2. The Common Core standards indicate when students are to have achieved the standards: they are indicators of individual student achievements. They do not indicate when the content of the standards is initially introduced and taught to the students: They are not curriculum or instructional standards. Content may be taught and developed over a number of years. The Common Core standard placement indicates when the students are expected to have attained the standard.

*Alliance for Public Waldorf Education*  
**Recommended Grade Level Placements of Common Core Standards  
In a Waldorf-Inspired Public School Program**

## **Mathematics**

### **Grade 1**

#### **Counting and Cardinality**

##### ***Know number names and the count sequence.***

- 1 CC 1. Write numbers from 0 to 20. Represent a number of objects with a written numeral 0-20 (with 0 representing a count of no objects). (K CC 3)
- 1 CC 2. Count to answer “how many?” questions about as many as 20 things arranged in a line, a rectangular array, or a circle, or as many as 10 things in a scattered configuration; given a number from 1–20, count out that many objects. (K CC 5)

##### ***Compare numbers.***

- 1 CC 3. Identify whether the number of objects in one group is greater than, less than, or equal to the number of objects in another group, e.g., by using matching and counting strategies. (K CC 6)
- 1 CC 4. Compare two numbers between 1 and 10 presented as written numerals. (K CC 7)

#### **Operations and Algebraic Thinking**

##### ***Understand addition as putting together and adding to, and understand subtraction as taking apart and taking from.***

- 1 OAT 1. Represent addition and subtraction with objects, fingers, mental images, drawings, sounds (e.g., claps), acting out situations, verbal explanations, expressions, or equations. (K OAT 1)
- 1 OAT 2. Solve addition and subtraction word problems, and add and subtract within 10, e.g., by using objects or drawings to represent the problem. (K OAT 2)
- 1 OAT 3. Decompose numbers less than or equal to 10 into pairs in more than one way, e.g., by using objects or drawings, and record each decomposition by a drawing or equation (e.g.,  $5 = 2 + 3$  and  $5 = 4 + 1$ ). (K OAT 3)

1 OAT 4. For any number from 1 to 9, find the number that makes 10 when added to the given number, e.g., by using objects or drawings, and record the answer with a drawing or equation. (K OAT 4)

1 OAT 5. Fluently add and subtract within 5. (K OAT 5)

### **Add and subtract within 20.**

1 OAT 6. Relate counting to addition and subtraction (e.g., by counting on 2 to add 2). (1 OAT 5)

1 OAT 7. Add and subtract within 20, demonstrating fluency for addition and subtraction within 10. (1 OAT 6)

Use strategies such as

- counting on;
- making ten (e.g.,  $8 + 6 = 8 + 2 + 4 = 10 + 4 = 14$ ); decomposing a number leading to a ten (e.g.,  $13 - 4 = 13 - 3 - 1 = 10 - 1 = 9$ );
- using the relationship between addition and subtraction (e.g., knowing that if  $8 + 4 = 12$ , one knows  $12 - 8 = 4$ );
- and creating equivalent but easier or known sums (e.g., adding  $6 + 7$  by creating the known equivalent  $6 + 6 + 1 = 12 + 1 = 13$ ).

### **Work with addition and subtraction equations.**

1 OAT 8. Understand the meaning of the equal sign, and determine if equations involving addition and subtraction are true or false. (1 OAT 7)

*For example, which of the following equations are true and which are false?  $6 = 6$ ,  $7 = 8 - 1$ ,  $5 + 2 = 2 + 5$ ,  $4 + 1 = 5 + 2$ .*

## **Number and Operations in Base Ten**

### **Extend the counting sequence.**

1 NOBT 1. Count to 120, starting at any number less than 120. In this range, read and write numerals and represent a number of objects with a written numeral. (1 NOBT 1)

## **Measurement and Data**

### **Describe and compare measurable attributes.**

1 MD 1. Describe measurable attributes of objects, such as length or weight. Describe several measurable attributes of a single object. (K MD 1)

1 MD 2. Directly compare two objects with a measurable attribute in common, to see which object has “more of”/“less of” the attribute, and describe the difference. For example, directly compare the heights of two children and describe one child as taller/shorter. (K MD 2)

***Classify objects and count the number of objects in each category.***

1 MD 3. Classify objects into given categories; count the numbers of objects in each category and sort the categories by count. (K MD 3)

***Measure lengths indirectly and by iterating length units.***

1 MD 4. Order three objects by length; compare the lengths of two objects indirectly by using a third object. (1 MD 1)

## **Geometry**

***Identify and describe shapes (squares, circles, triangles, rectangles, hexagons, cubes, cones, cylinders, and spheres).***

1 G 1. Describe objects in the environment using names of shapes, and describe the relative positions of these objects using terms such as above, below, beside, in front of, behind, and next to. (K G 1)

1 G 2. Correctly name shapes regardless of their orientations or overall size. (K G 2)

1 G 3. Model shapes in the world by building shapes from components (e.g., sticks and clay balls) and drawing shapes. (K G 5)

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## **Mathematics**

### **Grade 2**

#### **Counting and Cardinality**

##### ***Know number names and the count sequence.***

- 2 CC 1. Count forward beginning from a given number within the known sequence (instead of having to begin at 1) (K CC 2)

#### **Operations and Algebraic Thinking**

##### ***Represent and solve problems involving addition and subtraction.***

- 2 OAT 1. Use addition and subtraction within 20 to solve word problems involving situations of adding to, taking from, putting together, taking apart, and comparing, with unknowns in all positions, e.g., by using objects, drawings, and equations with a symbol for the unknown number to represent the problem. (1 OAT 1)
- 2 OAT 2. Solve word problems that call for addition of three whole numbers whose sum is less than or equal to 20, e.g., by using objects, drawings, and equations with a symbol for the unknown number to represent the problem. (1 OAT 2)

##### ***Understand and apply properties of operations and the relationship between addition and subtraction***

- 2 OAT 3. Apply properties of operations as strategies to add and subtract.  
*Examples: If  $8 + 3 = 11$  is known, then  $3 + 8 = 11$  is also known. (Commutative property of addition.) To add  $2 + 6 + 4$ , the second two numbers can be added to make a ten, so  $2 + 6 + 4 = 2 + 10 = 12$ . (Associative property of addition.)* (1 OAT 3)
- 2 OAT 4. Understand subtraction as an unknown-addend problem.  
*For example, subtract  $10 - 8$  by finding the number that makes 10 when added to 8.* (1 OAT 4)

##### ***Add and subtract within 20.***

- 2 OAT 5. Fluently add and subtract within 20 using mental strategies. By end of Grade 2, know from memory all sums of two one-digit numbers. (2 OAT 2)

**Work with equal groups of objects to gain foundations for multiplication.**

2 OAT 6. Determine whether a group of objects (up to 20) has an odd or even number of members, e.g., by pairing objects or counting them by 2s; write an equation to express an even number as a sum of two equal addends. (2 OAT 3)

2 OAT 7. Use addition to find the total number of objects arranged in rectangular arrays with up to 5 rows and up to 5 columns; write an equation to express the total as a sum of equal addends. (2 OAT 4)

**Work with addition and subtraction equations.**

2 OAT 8. Understand the meaning of the equal sign, and determine if equations involving addition and subtraction are true or false.  
*For example, which of the following equations are true and which are false?  $6 = 6$ ,  $7 = 8 - 1$ ,  $5 + 2 = 2 + 5$ ,  $4 + 1 = 5 + 2$ .* (1 OAT 7)

2 OAT 8.1 Write and solve number sentences from problem situations that express relationships involving addition and subtraction within 20. (1 OAT 7.1)

2 OAT 9. Determine the unknown whole number in an addition or subtraction equation relating three whole numbers.  
*For example, determine the unknown number that makes the equation true in each of the equations  $8 + \square = 11$ ,  $5 = \square - 3$ ,  $6 + 6 = \square$*  (1 OAT 8)

## Number and Operations in Base Ten

**Work with numbers 11-19 to gain foundations for place value.**

2 NOBT 1. Compose and decompose numbers from 11 to 19 into ten ones and some further ones, e.g., by using objects or drawings, and record each composition or decomposition by a drawing or equation (such as  $18 = 10 + 8$ ); understand that these numbers are composed of ten ones and one, two, three, four, five, six, seven, eight, or nine ones. (K NOBT 1)

**Understand place value.**

2 NOBT 2. Understand that the two digits of a two-digit number represent amounts of tens and ones. Understand the following as special cases:

2a. 10 can be thought of as a bundle of ten ones — called a “ten.”

2b. The numbers from 11 to 19 are composed of a ten and one, two, three, four, five, six, seven, eight, or nine ones.

2c. The numbers 10, 20, 30, 40, 50, 60, 70, 80, 90 refer to one, two, three, four, five, six, seven, eight, or nine tens (and 0 ones).  
( 1 NOBT 2, 2a, 2b, 2c)

2 NOBT 3. Understand that the three digits of a three-digit number represent amounts of hundreds, tens, and ones; e.g., 706 equals 7 hundreds, 0 tens, and 6 ones. Understand the following as special cases:

3a. 100 can be thought of as a bundle of ten tens — called a “hundred.”

3b. The numbers 100, 200, 300, 400, 500, 600, 700, 800, 900 refer to one, two, three, four, five, six, seven, eight, or nine hundreds (and 0 tens and 0 ones).  
(2 NOBT 1)

2 NOBT 4. Count within 1000; skip-count by **2s**, 5s, 10s, and 100s. **CA** (2 NOBT 2)

2 NOBT 5. Read and write numbers to 1000 using base-ten numerals, number names, and expanded form. (2 NOBT 3)

2 NOBT 6. Compare two three-digit numbers based on meanings of the hundreds, tens, and ones digits, using  $>$ ,  $=$ , and  $<$  symbols to record the results of comparisons.  
(2NOBT 4)

***Use place value understanding and properties of operations to add and subtract.***

2 NOBT 7. Add and subtract within 1000, using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method. (2 NOBT 7)

Understand that in adding or subtracting three-digit numbers, one adds or subtracts hundreds and hundreds, tens and tens, ones and ones; and sometimes it is necessary to compose or decompose tens or hundreds.

2 NOBT 8. Mentally add 10 or 100 to a given number 100–900, and mentally subtract 10 or 100 from a given number 100–900. (2 NOBT 8)

2 NOBT 9. Explain why addition and subtraction strategies work, using place value and the properties of operations. (2 NOBT 9)

**Measurement and Data**

***Relate addition and subtraction to length.***

MD 1. Represent whole numbers as lengths from 0 on a number line diagram with equally spaced points corresponding to the numbers 0, 1, 2, ..., and represent whole-number sums and differences within 100 on a number line diagram. (2 MD 6)

## Geometry

***Identify and describe shapes (squares, circles, triangles, rectangles, hexagons, cubes, cones, cylinders, and spheres).***

2 G 3. Identify shapes as two-dimensional (lying in a plane, “flat”) or three-dimensional (“solid”).  
(K G 3)

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**Mathematics**  
**Grade 3**

**Operations and Algebraic Thinking**

***Represent and solve problems involving multiplication and division.***

- 3 OAT 1. Use addition and subtraction within 100 to solve one- and two-step word problems involving situations of adding to, taking from, putting together, taking apart, and comparing, with unknowns in all positions, e.g., by using drawings and equations with a symbol for the unknown number to represent the problem. (2 OAT 1) (Foundational)
- 3 OAT 2. Interpret products of whole numbers, e.g., interpret  $5 \times 7$  as the total number of objects in 5 groups of 7 objects each. For example, describe a context in which a total number of objects can be expressed as  $5 \times 7$ . (3 OAT 1)
- 3 OAT 3. Interpret whole-number quotients of whole numbers, e.g., interpret  $56 \div 8$  as the number of objects in each share when 56 objects are partitioned equally into 8 shares, or as a number of shares when 56 objects are partitioned into equal shares of 8 objects each. For example, describe a context in which a number of shares or a number of groups can be expressed as  $56 \div 8$ . (3 OAT 2)
- 3 OAT 4. Use multiplication and division within 100 to solve word problems in situations involving equal groups, arrays, and measurement quantities, e.g., by using drawings and equations with a symbol for the unknown number to represent the problem. (3 OAT 3)
- 3 OAT 5. Determine the unknown whole number in a multiplication or division equation relating three whole numbers. For example, determine the unknown number that makes the equation true in each of the equations  $8 \times ? = 48$ ,  $5 = \square \div 3$ ,  $6 \times 6 = ?$ . (3 OAT 4)

***Understand properties of multiplication and the relationship between multiplication and division.***

- 3 OAT 6. Apply properties of operations as strategies to multiply and divide.

*Examples: If  $6 \times 4 = 24$  is known, then  $4 \times 6 = 24$  is also known. (Commutative property of multiplication.)  $3 \times 5 \times 2$  can be found by  $3 \times 5 = 15$ , then  $15 \times 2 = 30$ , or by  $5 \times 2 = 10$ , then  $3 \times 10 = 30$ . (Associative property of multiplication.) Knowing that*

$8 \times 5 = 40$  and  $8 \times 2 = 16$ , one can find  $8 \times 7$  as  $8 \times (5 + 2) = (8 \times 5) + (8 \times 2) = 40 + 16 = 56$ . (Distributive property.) (Students need not use formal terms for these properties (CC) (3 OAT 5)

3 OAT 7. Understand division as an unknown-factor problem. For example, find  $32 \div 8$  by finding the number that makes 32 when multiplied by 8. (3 OAT 6)

### **Multiply and divide within 100.**

3 OAT 8. Fluently multiply and divide within 100, using strategies such as the relationship between multiplication and division (e.g., knowing that  $8 \times 5 = 40$ , one knows  $40 \div 5 = 8$ ) or properties of operations. By the end of Grade 3, know from memory all products of two one-digit numbers. (3 OAT 7)

### **Solve problems involving the four operations, and identify and explain patterns in arithmetic.**

3 OAT 9. Solve two-step word problems using the four operations. Represent these problems using equations with a letter standing for the unknown quantity. Assess the reasonableness of answers using mental computation and estimation strategies including rounding. (3 OAT 8)

3 OAT 10. Identify arithmetic patterns (including patterns in the addition table or multiplication table), and explain them using properties of operations. For example, observe that 4 times a number is always even, and explain why 4 times a number can be decomposed into two equal addends. (3 OAT 9)

## **Number and Operations in Base Ten**

### **Understand place value.**

3 NOBT 1. Compare two two-digit numbers based on meanings of the tens and ones digits, recording the results of comparisons with the symbols  $>$ ,  $=$ , and  $<$ . (1 NOBT 3)

### **Use place value understanding and properties of operations to perform multi-digit arithmetic.**

3 NOBT 2. Use place value understanding to round whole numbers to the nearest 10 or 100. (3 NOBT 1)

3 NOBT 3. Add within 100, including adding a two-digit number and a one-digit number, and adding a two-digit number and a multiple of 10, using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction. (Grade 2)

*Relate the strategy to a written method and explain the reasoning used. (Grade 3)*

Understand that in adding two-digit numbers, one adds tens and tens, ones and ones; and sometimes it is necessary to compose a ten. (Grade 2) (1 NOBT 4)

- 3 NOBT 4. Fluently add and subtract within 100 using strategies based on place value, properties of operations, and/or the relationship between addition and subtraction. (2 NOBT 5)
- 3 NOBT 5. Add up to four two-digit numbers using strategies based on place value and properties of operations. (2 NOBT 6)
- 3 NOBT 6. Subtract multiples of 10 in the range 10-90 from multiples of 10 in the range 10-90 (positive or zero differences), using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction. Relate the strategy to a written method and explain the reasoning used. (1 NOBT 6)
- 3 NOBT 7. Fluently add and subtract within 1000 using strategies and algorithms based on place value, properties of operations, and/or the relationship between addition and subtraction. (3 NOBT 2)
- 3 NOBT 8. Multiply one-digit whole numbers by multiples of 10 in the range 10–90 (e.g.,  $9 \times 80$ ,  $5 \times 60$ ) using strategies based on place value and properties of operations. (3NOBT 3)
- 3 NOBT 9. **Use estimation strategies to make reasonable estimates in problem solving. CA**  
(2 NOBT 7.1)

## Measurement and Data

### *Measure and estimate lengths in standard units.*

- 3 MD 1. Express the length of an object as a whole number of length units, by laying multiple copies of a shorter object (the length unit) end to end;
- Understand that the length measurement of an object is the number of same-size length units that span it with no gaps or overlaps.
- Limit to contexts where the object being measured is spanned by a whole number of length units with no gaps or overlaps. (1 MD 2)*
- 3 MD 2. Measure the length of an object by selecting and using appropriate tools such as rulers, yardsticks, meter sticks, and measuring tapes. (2 MD 1)
- 3 MD 3. Measure the length of an object twice, using length units of different lengths for the two measurements; describe how the two measurements relate to the size of the unit chosen. (2 MD 2)

3 MD 4. Estimate lengths using units of inches, feet, centimeters, and meters. (2 MD 3)

3 MD 5. Measure to determine how much longer one object is than another, expressing the length difference in terms of a standard length unit (2 MD 4)

***Solve problems involving measurement and estimation of intervals of time and amounts of money.***

3 MD 6. Using analog and digital clocks, tell and write time, to the nearest minute, and measure time intervals in minutes and hours, using a.m. and p.m.

**Know relationships of time (e.g., minutes in an hour, days in a month, weeks in a year). CA.**

Solve word problems involving addition and subtraction of time intervals in minutes, e.g., by representing the problem on a number line diagram. (3 MD 1) (1 MD 3)

3 MD 7. Solve word problems involving dollar bills, quarters, dimes, nickels, and pennies, using \$ and ¢ symbols appropriately. *Example: If you have 2 dimes and 3 pennies, how many cents do you have?*

***Represent and interpret data.***

3 MD 8. Organize, represent, and interpret data with up to three categories. Ask and answer questions about the total number of data points, how many in each category, and how many more or less are in one category than in another. (1 MD 4)

3 MD 9. Draw a scaled picture graph and a scaled bar graph to represent a data set with several categories. Solve one- and two-step “how many more” and “how many less” problems using information presented in scaled bar graphs. *For example, draw a bar graph in which each square in the bar graph might represent 5 pets.* (3 MD 3)

3 MD 10. Generate measurement data by measuring lengths using rulers marked with halves and fourths of an inch. Show the data by making a line plot, where the horizontal scale is marked off in appropriate units— whole numbers, halves, or quarters. (3 MD 4)

**Geometry**

***Analyze, compare, create, and compose shapes.***

3 G 1. Analyze and compare two- and three-dimensional shapes, in different sizes and orientations, using informal language to describe their similarities, differences, parts (e.g., number of sides and vertices/“corners”) and other attributes (e.g., having sides of equal length). (K G 4)

3 G 2. Partition a rectangle into rows and columns of same-size squares and count to find the total number of them. (2 G 2)

## Mathematics

### Grade 4

#### Operations and Algebraic Thinking

***Use the four operations with whole numbers to solve problems.***

- 4 OAT 1. Interpret a multiplication equation as a comparison, e.g., interpret  $35 = 5 \times 7$  as a statement that 35 is 5 times as many as 7 and 7 times as many as 5. Represent verbal statements of multiplicative comparisons as multiplication equations. (4 OAT 1)
- 4 OAT 2. Multiply or divide to solve word problems involving multiplicative comparison, e.g., by using drawings and equations with a symbol for the unknown number to represent the problem, distinguishing multiplicative comparison from additive comparison. (4 OAT 2)
- 4 OAT 3. Solve multistep word problems posed with whole numbers and having whole-number answers using the four operations, including problems in which remainders must be interpreted. Represent these problems using equations with a letter standing for the unknown quantity. Assess the reasonableness of answers using mental computation and estimation strategies including rounding. (4 OAT 3)

***Gain familiarity with factors and multiples.***

- 4 OAT 4. Find all factor pairs for a whole number in the range 1–100. Recognize that a whole number is a multiple of each of its factors. Determine whether a given whole number in the range 1–100 is a multiple of a given one-digit number. Determine whether a given whole number in the range 1–100 is prime or composite. (4 OAT 4)

***Generate and analyze patterns.***

- 4 OAT 5. Generate a number or shape pattern that follows a given rule. Identify apparent features of the pattern that were not explicit in the rule itself. (4 OAT 5)

*For example, given the rule “Add 3” and the starting number 1, generate terms in the resulting sequence and observe that the terms appear to alternate between odd and even numbers. Explain informally why the numbers will continue to alternate in this way.*

## Number and Operations in Base Ten

### ***Generalize place value understanding for multi-digit whole numbers.***

- 4 NOBT 1. Recognize that in a multi-digit whole number, a digit in one place represents ten times what it represents in the place to its right. *For example, recognize that  $700 \div 70 = 10$  by applying concepts of place value and division.* (4 NOBT 1)
- 4 NOBT 2. Read and write multi-digit whole numbers using base-ten numerals, number names, and expanded form. Compare two multi-digit numbers based on meanings of the digits in each place, using  $>$ ,  $=$ , and  $<$  symbols to record the results of comparisons. (4 NOBT 2)
- 4 NOBT 3. Use place value understanding to round multi-digit whole numbers to any place. (4 NOBT 3)

### ***Use place value understanding and properties of operations to perform multi-digit arithmetic.***

- 4 NOBT 4. Fluently add and subtract multi-digit whole numbers using the standard algorithm. (4 NOBT 4)
- 4 NOBT 5. Multiply a whole number of up to four digits by a one-digit whole number, and multiply two two-digit numbers, using strategies based on place value and the properties of operations. Illustrate and explain the calculation by using equations, rectangular arrays, and/or area models. (4 NOBT 5)
- 4 NOBT 6. Find whole-number quotients and remainders with up to four-digit dividends and one-digit divisors, using strategies based on place value, the properties of operations, and/or the relationship between multiplication and division. Illustrate and explain the calculation by using equations, rectangular arrays, and/or area models. (4 NOBT 6)

## Number and Operations—Fractions

*(Grade 4 expectations in this domain are limited to fractions with denominators 2, 3, 4, 5, 6, 8, 10, 12, and 100.) (CC)*

### ***Develop understanding of fractions as numbers.***

- 4 NOF 1. Understand a fraction  $1/b$  as the quantity formed by 1 part when a whole is partitioned into  $b$  equal parts; understand a fraction  $a/b$  as the quantity formed by  $a$  parts of size  $1/b$ . (3 NOF 1)
- 4 NOF 2. Understand a fraction as a number on the number line; represent fractions on a number line diagram. (3 NOF 2)

- 4 NOF 2a. Represent a fraction  $1/b$  on a number line diagram by defining the interval from 0 to 1 as the whole and partitioning it into  $b$  equal parts. Recognize that each part has size  $1/b$  and that the endpoint of the part based at 0 locates the number  $1/b$  on the number line. (3 NOF 2a)
- 4 NOF 2b. Represent a fraction  $a/b$  on a number line diagram by marking off a lengths  $1/b$  from 0. Recognize that the resulting interval has size  $a/b$  and that its endpoint locates the number  $a/b$  on the number line. (3 NOF 2b)
- 4 NOF 3. Explain equivalence of fractions in special cases, and compare fractions by reasoning about their size. (3 NOF 3)
- 4 NOF 3a. Understand two fractions as equivalent (equal) if they are the same size, or the same point on a number line. (3 NOF 3a)
- 4 NOF 3b. Recognize and generate simple equivalent fractions, e.g.,  $1/2 = 2/4$ ,  $4/6 = 2/3$ . Explain why the fractions are equivalent, e.g., by using a visual fraction model. (3 NOF 3b)
- 4 NOF 3c. Express whole numbers as fractions, and recognize fractions that are equivalent to whole numbers. Examples: Express 3 in the form  $3 = 3/1$ ; recognize that  $6/1 = 6$ ; locate  $4/4$  and 1 at the same point of a number line diagram. (3 NOF 3c)
- 4 NOF 3d. Compare two fractions with the same numerator or the same denominator by reasoning about their size. Recognize that comparisons are valid only when the two fractions refer to the same whole. Record the results of comparisons with the symbols  $>$ ,  $=$ , or  $<$ , and justify the conclusions, e.g., by using a visual fraction model. (3 NOF 3d)

***Extend understanding of fraction equivalence and ordering.***

- 4 NOF 4. Explain why a fraction  $a/b$  is equivalent to a fraction  $(n \times a)/(n \times b)$  by using visual fraction models, with attention to how the number and size of the parts differ even though the two fractions themselves are the same size. Use this principle to recognize and generate equivalent fractions. (4 NOF 1)
- 4 NOF 5. Compare two fractions with different numerators and different denominators, e.g., by creating common denominators or numerators, or by comparing to a benchmark fraction such as  $1/2$ . Recognize that comparisons are valid only when the two fractions refer to the same whole. Record the results of comparisons with symbols  $>$ ,  $=$ , or  $<$ , and justify the conclusions, e.g., by using a visual fraction model. (4 NOF 2)

***Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.***

- 4 NOF 6. Understand a fraction  $a/b$  with  $a > 1$  as a sum of fractions  $1/b$ . (4 NOF 3)

- 4 NOF 6a. Understand addition and subtraction of fractions as joining and separating parts referring to the same whole. (4 NOF 3a)
- 4 NOF 6b. Decompose a fraction into a sum of fractions with the same denominator in more than one way, recording each decomposition by an equation. Justify decompositions, e.g., by using a visual fraction model. *Examples:*  $\frac{3}{8} = \frac{1}{8} + \frac{1}{8} + \frac{1}{8}$ ;  $\frac{3}{8} = \frac{1}{8} + \frac{2}{8}$ ;  $2\frac{1}{8} = 1 + 1 + \frac{1}{8} = \frac{8}{8} + \frac{8}{8} + \frac{1}{8}$ . (4 NOF 3b)
- 4 NOF 6c. Add and subtract mixed numbers with like denominators, e.g., by replacing each mixed number with an equivalent fraction, and/or by using properties of operations and the relationship between addition and subtraction. (4 NOF 3c)
- 4 NOF 6d. Solve word problems involving addition and subtraction of fractions referring to the same whole and having like denominators, e.g., by using visual fraction models and equations to represent the problem. (4 NOF 3d)
- 4 NOF 7. Apply and extend previous understandings of multiplication to multiply a fraction by a whole number. (4 NOF 4)
- 4 NOF 7a. Understand a fraction  $\frac{a}{b}$  as a multiple of  $\frac{1}{b}$ . *For example, use a visual fraction model to represent  $\frac{5}{4}$  as the product  $5 \times (\frac{1}{4})$ , recording the conclusion by the equation  $\frac{5}{4} = 5 \times (\frac{1}{4})$ .* (4 NOF 4a)
- 4 NOF 7b. Understand a multiple of  $\frac{a}{b}$  as a multiple of  $\frac{1}{b}$ , and use this understanding to multiply a fraction by a whole number. *For example, use a visual fraction model to express  $3 \times (\frac{2}{5})$  as  $6 \times (\frac{1}{5})$ , recognizing this product as  $\frac{6}{5}$ . (In general,  $n \times (\frac{a}{b}) = (\frac{n \times a}{b})$ .)* (4 NOF 4b)
- 4 NOF 7c. Solve word problems involving multiplication of a fraction by a whole number, e.g., by using visual fraction models and equations to represent the problem. *For example, if each person at a party will eat  $\frac{3}{8}$  of a pound of roast beef, and there will be 5 people at the party, how many pounds of roast beef will be needed? Between what two whole numbers does your answer lie?* (4 NOF 4c)

## Measurement and Data

***Solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.***

- 4 MD 1. Use the four operations to solve word problems involving distances, intervals of time, liquid volumes, masses of objects, and money, including problems involving simple fractions or decimals, and problems that require expressing measurements given in a larger unit in terms of a smaller unit. Represent measurement quantities using diagrams such as number line diagrams that feature a measurement scale. (4 MD 2)
- 4 MD 2. Apply the area and perimeter formulas for rectangles in real world and mathematical problems.

*For example, find the width of a rectangular room given the area of the flooring and the length, by viewing the area formula as a multiplication equation with an unknown factor. (4 MD 3)*

**Represent and interpret data.**

4 MD 3. Make a line plot to display a data set of measurements in fractions of a unit ( $\frac{1}{2}$ ,  $\frac{1}{4}$ ,  $\frac{1}{8}$ ). Solve problems involving addition and subtraction of fractions by using information presented in line plots.

*For example, from a line plot find and interpret the difference in length between the longest and shortest specimens in an insect collection. (4 MD 4)*

**Geometric measurement: understand concepts of area and relate area to multiplication and to addition.**

4 MD 4. Recognize area as an attribute of plane figures and understand concepts of area measurement. (3 MD 5)

4 MD 4a. A square with side length 1 unit, called “a unit square,” is said to have “one square unit” of area, and can be used to measure area. (3 MD 5a)

4 MD 4b. A plane figure which can be covered without gaps or overlaps by  $n$  unit squares is said to have an area of  $n$  square units. (3 MD 5b)

4 MD 5. Measure areas by counting unit squares (square cm, square m, square in, square ft, and improvised units). (3 MD 6)

4 MD 6. Relate area to the operations of multiplication and addition. (3 MD 7)

4 MD 6a. Find the area of a rectangle with whole-number side lengths by tiling it, and show that the area is the same as would be found by multiplying the side lengths. (3 MD 7a)

4 MD 6b. Multiply side lengths to find areas of rectangles with whole-number side lengths in the context of solving real world and mathematical problems, and represent whole-number products as rectangular areas in mathematical reasoning. (3 MD 7b)

4 MD 6c. Use tiling to show in a concrete case that the area of a rectangle with whole-number side lengths  $a$  and  $b + c$  is the sum of  $a \times b$  and  $a \times c$ . Use area models to represent the distributive property in mathematical reasoning. (3 MD 7c)

4 MD 6d. Recognize area as additive. Find areas of rectilinear figures by decomposing them into non-overlapping rectangles and adding the areas of the non-overlapping parts, applying this technique to solve real world problems. (3 MD 7d)

## Geometry

### Reason with shapes and their attributes.

- 4 G 1. Partition shapes into parts with equal areas. Express the area of each part as a unit fraction of the whole. For example, partition a shape into 4 parts with equal area, and describe the area of each part as  $\frac{1}{4}$  of the area of the shape. (3 G 2)
- 4 G 2. Partition circles and rectangles into two, three, or four equal shares, describe the shares using the words *halves*, *thirds*, *half of*, *a third of*, etc., and describe the whole as two halves, three thirds, four fourths. Recognize that equal shares of identical wholes need not have the same shape. (2 G 3) (1 G 3)

## Mathematics

### Grade 5

#### Operations and Algebraic Thinking

##### *Write and interpret numerical expressions.*

5 OAT 1. Express a whole number in the range 2–50 as a product of its prime factors.

For example, find the prime factors of 24 and express 24 as  $2 \times 2 \times 2 \times 3$ . CA (5 OAT 2.1)

##### *Analyze patterns and relationships.*

5 OAT 2. Generate two numerical patterns using two given rules. Identify apparent relationships between corresponding terms. Form ordered pairs consisting of corresponding terms from the two patterns, and graph the ordered pairs on a coordinate plane.

*For example, given the rule “Add 3” and the starting number 0, and given the rule “Add 6” and the starting number 0, generate terms in the resulting sequences, and observe that the terms in one sequence are twice the corresponding terms in the other sequence. Explain informally why this is so.*

(5 OAT 3)

#### Number and Operations in Base Ten

##### *Understand the place value system.*

5 NOBT 1. Recognize that in a multi-digit number, a digit in one place represents 10 times as much as it represents in the place to its right and  $1/10$  of what it represents in the place to its left. (5 NOBT 1)

5 NOBT 2. Explain patterns in the number of zeros of the product when multiplying a number by powers of 10, and explain patterns in the placement of the decimal point when a decimal is multiplied or divided by a power of 10. Use whole-number exponents to denote powers of 10. (5 NOBT 2)

5 NOBT 3. Read, write, and compare decimals to thousandths.

- a. Read and write decimals to thousandths using base-ten numerals, number names, and expanded form, e.g.,  $347.392 = 3 \times 100 + 4 \times 10 + 7 \times 1 + 3 \times (1/10) + 9 \times (1/100) + 2 \times (1/1000)$ .

- b. Compare two decimals to thousandths based on meanings of the digits in each place, using  $>$ ,  $=$ , and  $<$  symbols to record the results of comparisons. (5 NOBT 3)

5 NOBT 4. Use place value understanding to round multi-digit whole numbers to any place. (5 NOBT 4)

**Perform operations with multi-digit whole numbers and with decimals to hundredths.**

5 NOBT 5. Fluently multiply multi-digit whole numbers using the standard algorithm. (5 NOBT 5)

5 NOBT 6. Find whole-number quotients of whole numbers with up to four-digit dividends and two-digit divisors, using strategies based on place value, the properties of operations, and/or the relationship between multiplication and division. Illustrate and explain the calculation by using equations, rectangular arrays, and/or area models. (5 NOBT 6)

5 NOBT 7. Add, subtract, multiply, and divide decimals to hundredths, using concrete models or drawings and strategies based on place value, properties of operations, and/or the relationship between addition and subtraction; relate the strategy to a written method and explain the reasoning used. (5 NOBT 7)

**Number and Operations—Fractions**

**Use equivalent fractions as a strategy to add and subtract fractions.**

5 NOF 1. Add and subtract fractions with unlike denominators (including mixed numbers) by replacing given fractions with equivalent fractions in such a way as to produce an equivalent sum or difference of fractions with like denominators. (5 NOF 1)

*For example,  $2/3 + 5/4 = 8/12 + 15/12 = 23/12$ .  
(In general,  $a/b + c/d = (ad + bc)/bd$ .)*

5 NOF 2. Solve word problems involving addition and subtraction of fractions referring to the same whole, including cases of unlike denominators, e.g., by using visual fraction models or equations to represent the problem. Use benchmark fractions and number sense of fractions to estimate mentally and assess the reasonableness of answers. (5 NOF 2)

*For example, recognize an incorrect result  $2/5 + 1/2 = 3/7$ ,  
by observing that  $3/7 < 1/2$ .*

**Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.**

5 NOF 3. Add and subtract mixed numbers with like denominators, e.g., by replacing each mixed number with an equivalent fraction, and/or by using properties of operations and the relationship between addition and subtraction. (4 NOF 3c)

5 NOF 4. Understand a multiple of  $a/b$  as a multiple of  $1/b$ , and use this understanding to multiply a fraction by a whole number. *For example, use a visual fraction model to express  $3 \times (2/5)$  as  $6 \times (1/5)$ , recognizing this product as  $6/5$ . (In general,  $n \times (a/b) = (n \times a)/b$ .)* (4 NOF 4b)

**Apply and extend previous understandings of multiplication and division to multiply and divide fractions.**

5 NOF 5. Interpret a fraction as division of the numerator by the denominator ( $a/b = a \div b$ ). Solve word problems involving division of whole numbers leading to answers in the form of fractions or mixed numbers, e.g., by using visual fraction models or equations to represent the problem. (5 NOF 3)

*For example, interpret  $3/4$  as the result of dividing 3 by 4, noting that  $3/4$  multiplied by 4 equals 3, and that when 3 wholes are shared equally among 4 people each person has a share of size  $3/4$ . If 9 people want to share a 50-pound sack of rice equally by weight, how many pounds of rice should each person get? Between what two whole numbers does your answer lie?*

5 NOF 6. Apply and extend previous understandings of multiplication to multiply a fraction or whole number by a fraction. (5 NOF 4)

5 NOF 7. Interpret the product  $(a/b) \times q$  as  $a$  parts of a partition of  $q$  into  $b$  equal parts; equivalently, as the result of a sequence of operations  $a \times q \div b$ . (5 NOF 4a)

*For example, use a visual fraction model to show  $(2/3) \times 4 = 8/3$ , and create a story context for this equation. Do the same with  $(2/3) \times (4/5) = 8/15$ . (In general,  $(a/b) \times (c/d) = ac/bd$ .)*

5 NOF 8. Find the area of a rectangle with fractional side lengths by tiling it with unit squares of the appropriate unit fraction side lengths, and show that the area is the same as would be found by multiplying the side lengths. Multiply fractional side lengths to find areas of rectangles, and represent fraction products as rectangular areas. (5 NOF 4b)

5 NOF 9. Interpret multiplication as scaling (resizing), by:

8a. Comparing the size of a product to the size of one factor on the basis of the size of the other factor, without performing the indicated multiplication.

8b. Explaining why multiplying a given number by a fraction greater than 1 results in a product greater than the given number (recognizing multiplication by whole numbers greater than 1 as a familiar case); explaining why multiplying a given number by a fraction less than 1 results in a product smaller than the given

number; and relating the principle of fraction equivalence  $a/b = (n \times a)/(n b)$  to the effect of multiplying  $a/b$  by 1.

(5 NOF 5)

5 NOF 10. Solve real world problems involving multiplication of fractions and mixed numbers, e.g., by using visual fraction models or equations to represent the problem.

(5 NOF 6)

5 NOF 11. Apply and extend previous understandings of division to divide unit fractions by whole numbers and whole numbers by unit fractions. (5 NOF 7)

5 NOF 12a. Interpret division of a unit fraction by a non-zero whole number, and compute such quotients. (5 NOF 7a)

For example, create a story context for  $(1/3) \div 4$ , and use a visual fraction model to show the quotient. Use the relationship between multiplication and division to explain that  $(1/3) \div 4 = 1/12$  because  $(1/12) \times 4 = 1/3$ .

5 NOF 12b. Interpret division of a whole number by a unit fraction, and compute such quotients. (5 NOF 7b)

For example, create a story context for  $4 \div (1/5)$ , and use a visual fraction model to show the quotient. Use the relationship between multiplication and division to explain that  $4 \div (1/5) = 20$  because  $20 \times (1/5) = 4$ .

5 NOF 12c. Solve real world problems involving division of unit fractions by non-zero whole numbers and division of whole numbers by unit fractions, e.g., by using visual fraction models and equations to represent the problem. (5 NOF 7c)

For example, how much chocolate will each person get if 3 people share  $1/2$  lb of chocolate equally? How many  $1/3$ -cup servings are in 2 cups of raisins?

5 NOF 13. Express a fraction with denominator 10 as an equivalent fraction with denominator 100, and use this technique to add two fractions with respective denominators 10 and 100. *For example, express  $3/10$  as  $30/100$ , and add  $3/10 + 4/100 = 34/100$*

(5 NOF 8)

*Note:* Students who can generate equivalent fractions can develop strategies for adding fractions with unlike denominators in general. But addition and subtraction with unlike denominators in general is not a requirement at this grade. (CC)

***Understand decimal notation for fractions, and compare decimal fractions.***

5 NOF 14. Use decimal notation for fractions with denominators 10 or 100. *For example, rewrite 0.62 as  $62/100$ ; describe a length as 0.62 meters; locate 0.62 on a number line diagram.* (5 NOF 9)

- 5 NOF 15. Compare two decimals to hundredths by reasoning about their size. Recognize that comparisons are valid only when the two decimals refer to the same whole. Record the results of comparisons with the symbols  $>$ ,  $=$ , or  $<$ , and justify the conclusions, e.g., by using **the number line or another** visual model. **CA** (5 NOF 10)
- 5 NOF 16. Express a fraction with denominator 10 as an equivalent fraction with denominator 100, and use this technique to add two fractions with respective denominators 10 and 100. *For example, express  $3/10$  as  $30/100$ , and add  $3/10 + 4/100 = 34/100$ .* (4 NOF 5)
- 5 NOF 17. Use decimal notation for fractions with denominators 10 or 100. *For example, rewrite  $0.62$  as  $62/100$ ; describe a length as  $0.62$  meters; locate  $0.62$  on a number line diagram.* (4 NOF 6)
- 5 NOF 18. Compare two decimals to hundredths by reasoning about their size. Recognize that comparisons are valid only when the two decimals refer to the same whole. Record the results of comparisons with the symbols  $>$ ,  $=$ , or  $<$ , and justify the conclusions, e.g., by using **the number line or another** visual model. **CA** (4 NOF 7)

## Measurement and Data

### ***Convert like measurement units within a given measurement system.***

- 5 MD 1. Convert among different-sized standard measurement units within a given measurement system (e.g., convert 5 cm to 0.05 m), and use these conversions in solving multi-step, real world problems. (5 MD 1)
- 5 MD 2. Measure and estimate liquid volumes and masses of objects using standard units of grams (g), kilograms (kg), and liters (l). Add, subtract, multiply, or divide to solve one-step word problems involving masses or volumes that are given in the same units, e.g., by using drawings (such as a beaker with a measurement scale) to represent the problem. (3 MD 2)

### ***Represent and interpret data.***

- 5 MD 3. Make a line plot to display a data set of measurements in fractions of a unit ( $1/2$ ,  $1/4$ ,  $1/8$ ). Use operations on fractions for this grade to solve problems involving information presented in line plots. (5 MD 2)

*For example, given different measurements of liquid in identical beakers, find the amount of liquid each beaker would contain if the total amount in all the beakers were redistributed equally*

### ***Geometric measurement: recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.***

5 MD 4. Solve real world and mathematical problems involving perimeters of polygons, including finding the perimeter given the side lengths, finding an unknown side length, and exhibiting rectangles with the same perimeter and different areas or with the same area and different perimeters. (3 MD 8)

***Geometric measurement: understand concepts of angle and measure angles.***

5 MD 5. Recognize angles as geometric shapes that are formed wherever two rays share a common endpoint, and understand concepts of angle measurement:

a. An angle is measured with reference to a circle with its center at the common endpoint of the rays, by considering the fraction of the circular arc between the points where the two rays intersect the circle. An angle that turns through  $1/360$  of a circle is called a “one-degree angle,” and can be used to measure angles.

b. An angle that turns through  $n$  one-degree angles is said to have an angle measure of  $n$  degrees  
(4 MD 5)

**Geometry**

***Reason with shapes and their attributes.***

5 G 1. Recognize and draw shapes having specified attributes, such as a given number of angles or a given number of equal faces. Identify triangles, quadrilaterals, pentagons, hexagons, and cubes. (2 G 1)

5 G 2. Understand that shapes in different categories (e.g., rhombuses, rectangles, and others) may share attributes (e.g., having four sides), and that the shared attributes can define a larger category (e.g., quadrilaterals). Recognize rhombuses, rectangles, and squares as examples of quadrilaterals, and draw examples of quadrilaterals that do not belong to any of these subcategories. (3 G 1)

***Classify two-dimensional figures into categories based on their properties.***

5 G 3. Understand that attributes belonging to a category of two-dimensional figures also belong to all subcategories of that category. (5 G 3)

*For example, all rectangles have four right angles and squares are rectangles, so all squares have four right angles.*

5 G 4. Classify two-dimensional figures in a hierarchy based on properties. (5 G 4)

## Mathematics

### Grade 6

#### Ratios and Proportional Relationships

***Understand ratio concepts and use ratio reasoning to solve problems.***

6 RPR 1. Understand the concept of a ratio and use ratio language to describe a ratio relationship between two quantities. (6 RPR 1)

*For example, “The ratio of wings to beaks in the bird house at the zoo was 2:1, because for every 2 wings there was 1 beak.” “For every vote candidate A received, candidate C received nearly three votes.”*

6 RPR 3. Use ratio and rate reasoning to solve real-world and mathematical problems, e.g., by reasoning about tables of equivalent ratios, tape diagrams, double number line diagrams, or equations. (6 RPR 3)

6 RPR 3b. Solve unit rate problems including those involving unit pricing and constant speed. (6 RPR 3b)

*For example, if it took 7 hours to mow 4 lawns, then at that rate, how many lawns could be mowed in 35 hours? At what rate were lawns being mowed?*

6 RPR 3c. Find a percent of a quantity as a rate per 100 (e.g., 30% of a quantity means 30/100 times the quantity); solve problems involving finding the whole, given a part and the percent. (6 RPR 3c)

6 RPR 3d. Use ratio reasoning to convert measurement units; manipulate and transform units appropriately when multiplying or dividing quantities. (6 RPR 3d)

#### The Number System

***Apply and extend previous understandings of multiplication and division to divide fractions by fractions.***

6 NS 1. Interpret and compute quotients of fractions, and solve word problems involving division of fractions by fractions, e.g., by using visual fraction models and equations to represent the problem. (6 NS 1)

*For example, create a story context for  $(2/3) \div (3/4)$  and use a visual fraction model to show the quotient; use the relationship between multiplication and division to explain that  $(2/3) \div (3/4) = 8/9$  because  $3/4$  of  $8/9$  is  $2/3$ . (In general,  $(a/b) \div (c/d) = ad/bc$ .) How much chocolate will each person get if 3 people share  $1/2$  lb of chocolate equally? How many  $3/4$ -cup servings are in  $2/3$  of a cup of yogurt? How wide is a rectangular strip of land with length  $3/4$  mi and area  $1/2$  square mi?*

**Compute fluently with multi-digit numbers and find common factors and multiples.**

6 NS 2. Fluently divide multi-digit numbers using the standard algorithm. (6 NS 2)

6 NS 3. Fluently add, subtract, multiply, and divide multi-digit decimals using the standard algorithm for each operation. (6 NS 3)

6 NS 4. Find the greatest common factor of two whole numbers less than or equal to 100 and the least common multiple of two whole numbers less than or equal to 12. Use the distributive property to express a sum of two whole numbers 1–100 with a common factor as a multiple of a sum of two whole numbers with no common factor. (6 NS 4)

*For example, express  $36 + 8$  as  $4(9 + 2)$ .*

**Apply and extend previous understandings of numbers to the system of rational numbers.**

6 NS 7d. Distinguish comparisons of absolute value from statements about order. *For example, recognize that an account balance less than  $-30$  dollars represents a debt greater than 30 dollars.* (6 NS 7d)

**Measurement and Data**

**Geometric measurement: understand concepts of area and relate area to multiplication and to addition.**

6 MD 1. Use tiling to show in a concrete case that the area of a rectangle with whole-number side lengths  $a$  and  $b + c$  is the sum of  $a \times b$  and  $a \times c$ . Use area models to represent the distributive property in mathematical reasoning. (3 MD 7c)

**Geometric measurement: understand concepts of angle and measure angles.**

6 MD 6. Measure angles in whole-number degrees using a protractor. Sketch angles of specified measure. (4 MD 6)

6 MD 7. Recognize angle measure as additive. When an angle is decomposed into non-overlapping parts, the angle measure of the whole is the sum of the angle measures of the parts. Solve addition and subtraction problems to find unknown angles on a diagram in real world and mathematical problems, e.g., by using an equation with a symbol for the unknown angle measure. (4 MD 7)

## Geometry

***Draw and identify lines and angles, and classify shapes by properties of their lines and angles.***

6 G 1. Draw points, lines, line segments, rays, angles (right, acute, obtuse), and perpendicular and parallel lines. Identify these in two-dimensional figures. (4 G 1)

6 G 2. Classify two-dimensional figures based on the presence or absence of parallel or perpendicular lines, or the presence or absence of angles of a specified size. Recognize right triangles as a category, and identify right triangles. **(Two dimensional shapes should include special triangles, e.g., equilateral, isosceles, scalene, and special quadrilaterals, e.g., rhombus, square, rectangle, parallelogram, trapezoid.) CA**  
(4 G 2)

6 G 3. Recognize a line of symmetry for a two-dimensional figure as a line across the figure such that the figure can be folded along the line into matching parts. Identify line-symmetric figures and draw lines of symmetry. (4 G 3)

## Statistics and Probability

***Develop understanding of statistical variability.***

6 SP 1. Convert among different-sized standard measurement units within a given measurement system (e.g., convert 5 cm to 0.05 m), and use these conversions in solving multi-step, real world problems. (6 SP 1)

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## Mathematics

### Grade 7

#### Operations and Algebraic Thinking

***Write and interpret numerical expressions.***

7 OAT 1. Use parentheses, brackets, or braces in numerical expressions, and evaluate expressions with these symbols. (5 OAT 1)

7 OAT 2. Write simple expressions that record calculations with numbers, and interpret numerical expressions without evaluating them. (5 OAT 2)

*For example, express the calculation “add 8 and 7, then multiply by 2” as  $2 \times (8 + 7)$ . Recognize that  $3 \times (18932 + 921)$  is three times as large as  $18932 + 921$ , without having to calculate the indicated sum or product.*

#### Ratios and Proportional Relationships

***Analyze proportional relationships and use them to solve real-world and mathematical problems.***

7 RPR 1. Compute unit rates associated with ratios of fractions, including ratios of lengths, areas and other quantities measured in like or different units. (7 RPR 1)

*For example, if a person walks  $\frac{1}{2}$  mile in each  $\frac{1}{4}$  hour, compute the unit rate as the complex fraction  $\frac{1/2}{1/4}$  miles per hour, equivalently 2 miles per hour.*

#### The Number System

***Apply and extend previous understandings of numbers to the system of rational numbers.***

7 NS 1. Understand that positive and negative numbers are used together to describe quantities having opposite directions or values (e.g., temperature above/below zero, elevation above/below sea level, credits/debits, positive/negative electric charge); use

positive and negative numbers to represent quantities in real-world contexts, explaining the meaning of 0 in each situation. (6 NS 5)

7 NS 2. Understand a rational number as a point on the number line. Extend number line diagrams and coordinate axes familiar from previous grades to represent points on the line and in the plane with negative number coordinates. (6 NS 6)

7 NS 2a. Recognize opposite signs of numbers as indicating locations on opposite sides of 0 on the number line; recognize that the opposite of the opposite of a number is the number itself, e.g.,  $-(-3) = 3$ , and that 0 is its own opposite. (6 NS 6a)

7 NS 2b. Understand signs of numbers in ordered pairs as indicating locations in quadrants of the coordinate plane; recognize that when two ordered pairs differ only by signs, the locations of the points are related by reflections across one or both axes. (6 NS 6b)

7 NS 2c. Find and position integers and other rational numbers on a horizontal or vertical number line diagram; find and position pairs of integers and other rational numbers on a coordinate plane. (6 NS 6c)

7 NS 3. Understand ordering and absolute value of rational numbers. (6 NS 7)

7 NS 3a. Interpret statements of inequality as statements about the relative position of two numbers on a number line diagram. *For example, interpret  $-3 > -7$  as a statement that  $-3$  is located to the right of  $-7$  on a number line oriented from left to right.* (6 NS 7a)

7 NS 3b. Write, interpret, and explain statements of order for rational numbers in real-world contexts. *For example, write  $-3^{\circ}\text{C} > -7^{\circ}\text{C}$  to express the fact that  $-3^{\circ}\text{C}$  is warmer than  $-7^{\circ}\text{C}$ .* (6 NS 7b)

7 NS 3c. Understand the absolute value of a rational number as its distance from 0 on the number line; interpret absolute value as magnitude for a positive or negative quantity in a real-world situation. *For example, for an account balance of  $-30$  dollars, write  $|-30| = 30$  to describe the size of the debt in dollars.* (6 NS 7c)

7 NS 4. Solve real-world and mathematical problems by graphing points in all four quadrants of the coordinate plane. Include use of coordinates and absolute value to find distances between points with the same first coordinate or the same second coordinate. (6 NS 8)

**Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.**

7 NS 5. Apply and extend previous understandings of addition and subtraction to add and subtract rational numbers; represent addition and subtraction on a horizontal or vertical number line diagram. (7 NS 1)

- 7 NS 5a. Describe situations in which opposite quantities combine to make 0. (1 NS 1a)  
*For example, a hydrogen atom has 0 charge because its two constituents are oppositely charged.*
- 7 NS 5b. Understand  $p + q$  as the number located a distance  $|q|$  from  $p$ , in the positive or negative direction depending on whether  $q$  is positive or negative. Show that a number and its opposite have a sum of 0 (are additive inverses). Interpret sums of rational numbers by describing real-world contexts. (7 NS 1b)
- 7 NS 5c. Understand subtraction of rational numbers as adding the additive inverse,  $p - q = p + (-q)$ . Show that the distance between two rational numbers on the number line is the absolute value of their difference, and apply this principle in real-world contexts. (7 NS 1c)
- 7 NS 5d. Apply properties of operations as strategies to add and subtract rational numbers. (7 NS 1d)
- 7 NS 6. Solve real-world and mathematical problems involving the four operations with rational numbers. (7 NS 3)

## Expressions and Equations

***Apply and extend previous understandings of arithmetic to algebraic expressions.***

- 7 EE 1. Write and evaluate numerical expressions involving whole-number exponents. (6 EE 1)
- 7 EE 2. Write, read, and evaluate expressions in which letters stand for numbers. (6 EE 2)
- 7 EE 2a. Write expressions that record operations with numbers and with letters standing for numbers. *For example, express the calculation "Subtract  $y$  from 5" as  $5 - y$ .* (6 EE 2a)
- 7 EE 2b. Identify parts of an expression using mathematical terms (sum, term, product, factor, quotient, coefficient); view one or more parts of an expression as a single entity.  
*For example, describe the expression  $2(8 + 7)$  as a product of two factors; view  $(8 + 7)$  as both a single entity and a sum of two terms.* (6 EE 2b)
- 7 EE 2c. Evaluate expressions at specific values of their variables. Include expressions that arise from formulas used in real-world problems. Perform arithmetic operations, including those involving whole-number exponents, in the conventional order when there are no parentheses to specify a particular order (Order of Operations). (6 EE 2c)  
*For example, use the formulas  $V = s^3$  and  $A = 6s^2$  to find the volume and surface area of a cube with sides of length  $s = 1/2$ .*

7 EE 3. Apply the properties of operations to generate equivalent expressions. (6 EE 3)

*For example, apply the distributive property to the expression  $3(2 + x)$  to produce the equivalent expression  $6 + 3x$ ; apply the distributive property to the expression  $24x + 18y$  to produce the equivalent expression  $6(4x + 3y)$ ; apply properties of operations to  $y + y + y$  to produce the equivalent expression  $3y$ .*

7 EE 4. Identify when two expressions are equivalent (i.e., when the two expressions name the same number regardless of which value is substituted into them). (6 EE 4)

*For example, the expressions  $y + y + y$  and  $3y$  are equivalent because they name the same number regardless of which number  $y$  stands for.*

**Reason about and solve one-variable equations and inequalities.**

7 EE 5. Understand solving an equation or inequality as a process of answering a question: which values from a specified set, if any, make the equation or inequality true? Use substitution to determine whether a given number in a specified set makes an equation or inequality true. (6 EE 5)

7 EE 6. Use variables to represent numbers and write expressions when solving a real-world or mathematical problem; understand that a variable can represent an unknown number, or, depending on the purpose at hand, any number in a specified set. (6 EE 6)

7 EE 7. Solve real-world and mathematical problems by writing and solving equations of the form  $x + p = q$  and  $px = q$  for cases in which  $p$ ,  $q$  and  $x$  are all nonnegative rational numbers. (6 EE 7)

7 EE 8. Write an inequality of the form  $x > c$  or  $x < c$  to represent a constraint or condition in a real-world or mathematical problem. Recognize that inequalities of the form  $x > c$  or  $x < c$  have infinitely many solutions; represent solutions of such inequalities on number line diagrams. (6 EE 8)

**Solve real-life and mathematical problems using numerical and algebraic expressions and equations.**

7 EE 9. Solve word problems leading to equations of the form  $px + q = r$  and  $p(x + q) = r$ , where  $p$ ,  $q$ , and  $r$  are specific rational numbers. Solve equations of these forms fluently. Compare an algebraic solution to an arithmetic solution, identifying the sequence of the operations used in each approach. (7 EE 4a)

*For example, the perimeter of a rectangle is 54 cm. Its length is 6 cm. What is its width?*

## Geometry

### ***Graph points on the coordinate plane to solve real-world and mathematical problems.***

7 G 1. Use a pair of perpendicular number lines, called axes, to define a coordinate system, with the intersection of the lines (the origin) arranged to coincide with the 0 on each line and a given point in the plane located by using an ordered pair of numbers, called its coordinates.

Understand that the first number indicates how far to travel from the origin in the direction of one axis, and the second number indicates how far to travel in the direction of the second axis, with the convention that the names of the two axes and the coordinates correspond (e.g.,  $x$ -axis and  $x$ -coordinate,  $y$ -axis and  $y$ -coordinate). (5 G 1)

7 G 2. Represent real world and mathematical problems by graphing points in the first quadrant of the coordinate plane, and interpret coordinate values of points in the context of the situation. (5 G 2)

### ***Draw, construct, and describe geometrical figures and describe the relationships between them.***

7 G 3. Solve problems involving scale drawings of geometric figures, including computing actual lengths and areas from a scale drawing and reproducing a scale drawing at a different scale. (7 G 1)

7 G 4. Draw (freehand, with ruler and protractor, and with technology) geometric shapes with given conditions. Focus on constructing triangles from three measures of angles or sides, noticing when the conditions determine a unique triangle, more than one triangle, or no triangle. (7 G 2)

### ***Solve real-life and mathematical problems involving angle measure, area, surface area, and volume.***

7 G 5. Find the area of right triangles, other triangles, special quadrilaterals, and polygons by composing into rectangles or decomposing into triangles and other shapes; apply these techniques in the context of solving real-world and mathematical problems. (6 G 1)

7 G 6. Know the formulas for the area and circumference of a circle and use them to solve problems; give an informal derivation of the relationship between the circumference and area of a circle. (7 G 4)

7 G 7. Use facts about supplementary, complementary, vertical, and adjacent angles in a multi-step problem to write and solve simple equations for an unknown angle in a figure. (7 G 5)

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## **Mathematics**

### **Grade 8**

#### **Ratios and Proportional Relationships**

##### ***Understand ratio concepts and use ratio reasoning to solve problems.***

8 RPR 1. Understand the concept of a unit rate  $a/b$  associated with a ratio  $a:b$  with  $b \neq 0$ , and use rate language in the context of a ratio relationship. (6 RPR 2)

*For example, "This recipe has a ratio of 3 cups of flour to 4 cups of sugar, so there is  $3/4$  cup of flour for each cup of sugar." "We paid \$75 for 15 hamburgers, which is a rate of \$5 per hamburger."*

8 RPR 2. Make tables of equivalent ratios relating quantities with whole number measurements, find missing values in the tables, and plot the pairs of values on the coordinate plane. Use tables to compare ratios. (6 RPR 3a)

##### ***Analyze proportional relationships and use them to solve real-world and mathematical problems.***

8 RPR 3. Recognize and represent proportional relationships between quantities. (7 RPR 2)

8 RPR 3a. Decide whether two quantities are in a proportional relationship, e.g., by testing for equivalent ratios in a table or graphing on a coordinate plane and observing whether the graph is a straight line through the origin. (7 RPR 2a)

8 RPR 3b. Identify the constant of proportionality (unit rate) in tables, graphs, equations, diagrams, and verbal descriptions of proportional relationships. (7 RPR 2b)

8 RPR 3c. Represent proportional relationships by equations.

*For example, if total cost  $t$  is proportional to the number  $n$  of items purchased at a constant price  $p$ , the relationship between the total cost and the number of items can be expressed as  $t = pn$ . (7 RPR 2c)*

8 RPR 3d. Explain what a point  $(x, y)$  on the graph of a proportional relationship means in terms of the situation, with special attention to the points  $(0, 0)$  and  $(1, r)$  where  $r$  is the unit rate. (7 RPR 2d)

8 RPR 4. Use proportional relationships to solve multistep ratio and percent problems. (7 RPR 3)

*Examples: simple interest, tax, markups and markdowns, gratuities and commissions, fees, percent increase and decrease, percent error.*

## The Number System

**Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.**

8 NS 1. Apply and extend previous understandings of multiplication and division and of fractions to multiply and divide rational numbers. (7 NS 2)

8 NS 1a. Understand that multiplication is extended from fractions to rational numbers by requiring that operations continue to satisfy the properties of operations, particularly the distributive property, leading to products such as  $(-1)(-1) = 1$  and the rules for multiplying signed numbers. Interpret products of rational numbers by describing real-world contexts. (7 NS 2a)

8 NS 1b. Understand that integers can be divided, provided that the divisor is not zero, and every quotient of integers (with non-zero divisor) is a rational number. If  $p$  and  $q$  are integers, then  $-(p/q) = (-p)/q = p/(-q)$ . Interpret quotients of rational numbers by describing real world contexts. (7 NS 2b)

8 NS 1c. Apply properties of operations as strategies to multiply and divide rational numbers. (7 NS 2c)

8 NS 1d. Convert a rational number to a decimal using long division; know that the decimal form of a rational number terminates in 0s or eventually repeats. (7 NS 2d)

**Know that there are numbers that are not rational, and approximate them by rational numbers.**

8 NS 2. Know that numbers that are not rational are called irrational. Understand informally that every number has a decimal expansion; for rational numbers show that the decimal expansion repeats eventually, and convert a decimal expansion which repeats eventually into a rational number. (8 NS 1)

8 NS 3. Use rational approximations of irrational numbers to compare the size of irrational numbers, locate them approximately on a number line diagram, and estimate the value of expressions (e.g.,  $\pi^2$ ). (8 NS 2)

*For example, by truncating the decimal expansion of  $\sqrt{2}$ , show that  $\sqrt{2}$  is between 1 and 2, then between 1.4 and 1.5, and explain how to continue on to get better approximations.*

## Expressions and Equations

### **Represent and analyze quantitative relationships between dependent and independent variables.**

- 8 EE 1. Use variables to represent two quantities in a real-world problem that change in relationship to one another; write an equation to express one quantity, thought of as the dependent variable, in terms of the other quantity, thought of as the independent variable. Analyze the relationship between the dependent and independent variables using graphs and tables, and relate these to the equation. (6 EE 9)

*For example, in a problem involving motion at constant speed, list and graph ordered pairs of distances and times, and write the equation  $d = 65t$  to represent the relationship between distance and time.*

### **Use properties of operations to generate equivalent expressions.**

- 8 EE 2. Apply properties of operations as strategies to add, subtract, factor, and expand linear expressions with rational coefficients. (7 EE 1)
- 8 EE 3. Understand that rewriting an expression in different forms in a problem context can shed light on the problem and how the quantities in it are related. (7 EE 2)

*For example,  $a + 0.05a = 1.05a$  means that “increase by 5%” is the same as “multiply by 1.05.”*

### **Solve real-life and mathematical problems using numerical and algebraic expressions and equations.**

- 8 EE 4. Solve multi-step real-life and mathematical problems posed with positive and negative rational numbers in any form (whole numbers, fractions, and decimals), using tools strategically. Apply properties of operations to calculate with numbers in any form; convert between forms as appropriate; and assess the reasonableness of answers using mental computation and estimation strategies. (7 EE 3)

*For example: If a woman making \$25 an hour gets a 10% raise, she will make an additional  $\frac{1}{10}$  of her salary an hour, or \$2.50, for a new salary of \$27.50. If you want to place a towel bar  $9\frac{3}{4}$  inches long in the center of a door that is  $27\frac{1}{2}$  inches wide, you will need to place the bar about 9 inches from each edge; this estimate can be used as a check on the exact computation.*

- 8 EE 5. Use variables to represent quantities in a real-world or mathematical problem, and construct simple equations and inequalities to solve problems by reasoning about the quantities. (7 EE 4)

- 8 EE 5a. Solve word problems leading to inequalities of the form  $px + q > r$  or  $px + q < r$ , where  $p$ ,  $q$ , and  $r$  are specific rational numbers. Graph the solution set of the inequality and interpret it in the context of the problem. (7 EE 4b)

*For example: As a salesperson, you are paid \$50 per week plus \$3 per sale. This week you want your pay to be at least \$100. Write an inequality for the number of sales you need to make, and describe the solutions.*

### **Work with radicals and integer exponents.**

- 8 EE 6. Know and apply the properties of integer exponents to generate equivalent numerical expressions. *For example,  $3^2 \times 3^{-5} = 3^{-3} = 1/3^3 = 1/27$ .* (8 EE 1)

- 8 EE 7. Use square root and cube root symbols to represent solutions to equations of the form  $x^2 = p$  and  $x^3 = p$ , where  $p$  is a positive rational number. Evaluate square roots of small perfect squares and cube roots of small perfect cubes. Know that  $\sqrt{2}$  is irrational. (8 EE 2)

- 8 EE 8. Use numbers expressed in the form of a single digit times an integer power of 10 to estimate very large or very small quantities, and to express how many times as much one is than the other. (8 EE 3)

*For example, estimate the population of the United States as  $3 \times 10^8$  and the population of the world as  $7 \times 10^9$ , and determine that the world population is more than 20 times larger.*

- 8 EE 9. Perform operations with numbers expressed in scientific notation, including problems where both decimal and scientific notation are used. Use scientific notation and choose units of appropriate size for measurements of very large or very small quantities (e.g., use millimeters per year for seafloor spreading). Interpret scientific notation that has been generated by technology. (8 EE4)

### **Understand the connections between proportional relationships, lines, and linear equations.**

- 8 EE 10. Graph proportional relationships, interpreting the unit rate as the slope of the graph. Compare two different proportional relationships represented in different ways. (8 EE 5)

*For example, compare a distance-time graph to a distance-time equation to determine which of two moving objects has greater speed.*

- 8 EE 11. Use similar triangles to explain why the slope  $m$  is the same between any two distinct points on a non-vertical line in the coordinate plane; derive the equation  $y = mx$  for a line through the origin and the equation  $y = mx + b$  for a line intercepting the vertical axis at  $b$ . (8 EE 6)

**Analyze and solve linear equations and pairs of simultaneous linear equations.**

8 EE 12. Solve linear equations in one variable. (8 EE 7)

- a. Give examples of linear equations in one variable with one solution, infinitely many solutions, or no solutions. Show which of these possibilities is the case by successively transforming the given equation into simpler forms, until an equivalent equation of the form  $x = a$ ,  $a = a$ , or  $a = b$  results (where  $a$  and  $b$  are different numbers).
- b. Solve linear equations with rational number coefficients, including equations whose solutions require expanding expressions using the distributive property and collecting like terms.

8 EE 13. Analyze and solve pairs of simultaneous linear equations. (8 EE 8)

- a. Understand that solutions to a system of two linear equations in two variables correspond to points of intersection of their graphs, because points of intersection satisfy both equations simultaneously.
- b. Solve systems of two linear equations in two variables algebraically, and estimate solutions by graphing the equations. Solve simple cases by inspection. *For example,  $3x + 2y = 5$  and  $3x + 2y = 6$  have no solution because  $3x + 2y$  cannot simultaneously be 5 and 6.*
- c. Solve real-world and mathematical problems leading to two linear equations in two variables. *For example, given coordinates for two pairs of points, determine whether the line through the first pair of points intersects the line through the second pair.*

**Functions**

**Define, evaluate, and compare functions.**

8 F 1. Understand that a function is a rule that assigns to each input exactly one output. The graph of a function is the set of ordered pairs consisting of an input and the corresponding output. (8 F 1)

8 F 2. Compare properties of two functions each represented in a different way (algebraically, graphically, numerically in tables, or by verbal descriptions). (8 F 2)

*For example, given a linear function represented by a table of values and a linear function represented by an algebraic expression, determine which function has the greater rate of change.*

8 F 3. Interpret the equation  $y = mx + b$  as defining a linear function, whose graph is a straight line; give examples of functions that are not linear. (8 F 3)

For example, the function  $A = s^2$  giving the area of a square as a function of its side length is not linear because its graph contains the points (1,1), (2,4) and (3,9), which are not on a straight line.

**Use functions to model relationships between quantities.**

- 8 F 4. Construct a function to model a linear relationship between two quantities. Determine the rate of change and initial value of the function from a description of a relationship or from two  $(x, y)$  values, including reading these from a table or from a graph. Interpret the rate of change and initial value of a linear function in terms of the situation it models, and in terms of its graph or a table of values. (8 F 4)
- 8 F 5. Describe qualitatively the functional relationship between two quantities by analyzing a graph (e.g., where the function is increasing or decreasing, linear or nonlinear). Sketch a graph that exhibits the qualitative features of a function that has been described verbally. (8 F 5)

**Measurement and Data**

**Geometric measurement: understand concepts of volume and relate volume to multiplication and to addition.**

- 8 MD 1. Recognize volume as an attribute of solid figures and understand concepts of volume measurement. (5 MD 3)
- a. A cube with side length 1 unit, called a “unit cube,” is said to have “one cubic unit” of volume, and can be used to measure volume.
  - b. A solid figure which can be packed without gaps or overlaps using  $n$  unit cubes is said to have a volume of  $n$  cubic units.
- 8 MD 2. Measure volumes by counting unit cubes, using cubic cm, cubic in, cubic ft, and improvised units. (5 MD 4)
- 8 MD 3. Relate volume to the operations of multiplication and addition and solve real world and mathematical problems involving volume. (5 MD 5)
- 8 MD 3a. Find the volume of a right rectangular prism with whole-number side lengths by packing it with unit cubes, and show that the volume is the same as would be found by multiplying the edge lengths, equivalently by multiplying the height by the area of the base. Represent threefold whole-number products as volumes, e.g., to represent the associative property of multiplication. (5 MD 5a)
- 8 MD 3b. Apply the formulas  $V = l \times w \times h$  and  $V = b \times h$  for rectangular prisms to find volumes of right rectangular prisms with whole-number edge lengths in the context of solving real world and mathematical problems. (5 MD 5b)

8 MD 3c. Recognize volume as additive. Find volumes of solid figures composed of two non-overlapping right rectangular prisms by adding the volumes of the non-overlapping parts, applying this technique to solve real world problems. (5 MD 5c)

## Geometry

***Draw, construct, and describe geometrical figures and describe the relationships between them.***

8 G 1. Describe the two-dimensional figures that result from slicing three-dimensional figures, as in plane sections of right rectangular prisms and right rectangular pyramids. (7 G 3)

***Solve real-world and mathematical problems involving area, surface area, and volume.***

8 G 2. Solve real-world and mathematical problems involving area, volume and surface area of two- and three-dimensional objects composed of triangles, quadrilaterals, polygons, cubes, and right prisms. (7 G 6)

8 G 3. Find the volume of a right rectangular prism with fractional edge lengths by packing it with unit cubes of the appropriate unit fraction edge lengths, and show that the volume is the same as would be found by multiplying the edge lengths of the prism. Apply the formulas  $V = l w h$  and  $V = b h$  to find volumes of right rectangular prisms with fractional edge lengths in the context of solving real-world and mathematical problems. (6 G 2)

8 G 4. Draw polygons in the coordinate plane given coordinates for the vertices; use coordinates to find the length of a side joining points with the same first coordinate or the same second coordinate. Apply these techniques in the context of solving real-world and mathematical problems. (6 G 3)

8 G 5. Represent three-dimensional figures using nets made up of rectangles and triangles, and use the nets to find the surface area of these figures. Apply these techniques in the context of solving real-world and mathematical problems. (6 G 4)

***Understand congruence and similarity using physical models, transparencies, or geometry software.***

8 G 6. Verify experimentally the properties of rotations, reflections, and translations:  
a. Lines are taken to lines, and line segments to line segments of the same length.  
b. Angles are taken to angles of the same measure.  
c. Parallel lines are taken to parallel lines. (8 G 1)

8 G 7. Understand that a two-dimensional figure is congruent to another if the second can be obtained from the first by a sequence of rotations, reflections, and translations; given

two congruent figures, describe a sequence that exhibits the congruence between them. (8 G 2)

8 G 8. Describe the effect of dilations, translations, rotations, and reflections on two-dimensional figures using coordinates. (8 G 3)

8 G 9. Understand that a two-dimensional figure is similar to another if the second can be obtained from the first by a sequence of rotations, reflections, translations, and dilations; given two similar two-dimensional figures, describe a sequence that exhibits the similarity between them. (8 G 4)

8 G 10. Use informal arguments to establish facts about the angle sum and exterior angle of triangles, about the angles created when parallel lines are cut by a transversal, and the angle-angle criterion for similarity of triangles. For example, arrange three copies of the same triangle so that the sum of the three angles appears to form a line, and give an argument in terms of transversals why this is so. (8 G 5)

### ***Understand and apply the Pythagorean Theorem.***

8 G 11. Explain a proof of the Pythagorean Theorem and its converse. (8 G 6)

8 G 12. Apply the Pythagorean Theorem to determine unknown side lengths in right triangles in real-world and mathematical problems in two and three dimensions. (8 G 7)

8 G 13. Apply the Pythagorean Theorem to find the distance between two points in a coordinate system. (8 G 8)

### ***Solve real-world and mathematical problems involving volume of cylinders, cones, and spheres.***

8 G 14. Know the formulas for the volumes of cones, cylinders, and spheres and use them to solve real-world and mathematical problems. (8 G 9)

## **Statistics and Probability**

### ***Develop understanding of statistical variability.***

8 SP 1. Convert among different-sized standard measurement units within a given measurement system (e.g., convert 5 cm to 0.05 m), and use these conversions in solving multi-step, real world problems. (6 SP 1)

8 SP 2. Understand that a set of data collected to answer a statistical question has a distribution that can be described by its center, spread, and overall shape. (6 SP 2)

8 SP 3. Recognize that a measure of center for a numerical data set summarizes all of its values with a single number, while a measure of variation describes how its values vary with a single number. (6 SP 3)

**Summarize and describe distributions.**

8 SP 4. Display numerical data in plots on a number line, including dot plots, histograms, and box plots. (6 SP 4)

8 SP 5. Summarize numerical data sets in relation to their context, such as by:

5a. Reporting the number of observations.

5b. Describing the nature of the attribute under investigation, including how it was measured and its units of measurement.

5c. Giving quantitative measures of center (median and/or mean) and variability (interquartile range and/or mean absolute deviation), as well as describing any overall pattern and any striking deviations from the overall pattern with reference to the context in which the data were gathered.

5d. Relating the choice of measures of center and variability to the shape of the data distribution and the context in which the data were gathered. (6 SP 5)

**Use random sampling to draw inferences about a population.**

8 SP 6 Understand that statistics can be used to gain information about a population by examining a sample of the population; generalizations about a population from a sample are valid only if the sample is representative of that population. Understand that random sampling tends to produce representative samples and support valid inferences. (7 SP 1)

8 SP 7. Use data from a random sample to draw inferences about a population with an unknown characteristic of interest. Generate multiple samples (or simulated samples) of the same size to gauge the variation in estimates or predictions. (7 SP 2)

*For example, estimate the mean word length in a book by randomly sampling words from the book; predict the winner of a school election based on randomly sampled survey data. Gauge how far off the estimate or prediction might be.*

**Draw informal comparative inferences about two populations.**

8 SP 8. Informally assess the degree of visual overlap of two numerical data distributions with similar variabilities, measuring the difference between the centers by expressing it as a multiple of a measure of variability. (7 SP 3)

*For example, the mean height of players on the basketball team is 10 cm greater than the mean height of players on the soccer team, about twice the variability (mean*

*absolute deviation) on either team; on a dot plot, the separation between the two distributions of heights is noticeable.*

- 8 SP 9. Use measures of center and measures of variability for numerical data from random samples to draw informal comparative inferences about two populations. (7 SP 4)

*For example, decide whether the words in a chapter of a seventh-grade science book are generally longer than the words in a chapter of a fourth-grade science book.*

**Investigate chance processes and develop, use, and evaluate probability models.**

- 8 SP 10. Understand that the probability of a chance event is a number between 0 and 1 that expresses the likelihood of the event occurring. Larger numbers indicate greater likelihood. A probability near 0 indicates an unlikely event, a probability around  $\frac{1}{2}$  indicates an event that is neither unlikely nor likely, and a probability near 1 indicates a likely event. (7 SP 5)

- 8 SP 11. Approximate the probability of a chance event by collecting data on the chance process that produces it and observing its long-run relative frequency, and predict the approximate relative frequency given the probability. (7 SP 6)

*For example, when rolling a number cube 600 times, predict that a 3 or 6 would be rolled roughly 200 times, but probably not exactly 200 times.*

- 8 SP 12. Develop a probability model and use it to find probabilities of events. Compare probabilities from a model to observed frequencies; if the agreement is not good, explain possible sources of the discrepancy. (7 SP 7)

- 8 SP 12a. Develop a uniform probability model by assigning equal probability to all outcomes, and use the model to determine probabilities of events. (7 SP 7a)

*For example, if a student is selected at random from a class, find the probability that Jane will be selected and the probability that a girl will be selected.*

- 8 SP 12b. Develop a probability model (which may not be uniform) by observing frequencies in data generated from a chance process. (7 SP 7b)

*For example, find the approximate probability that a spinning penny will land heads up or that a tossed paper cup will land open-end down. Do the outcomes for the spinning penny appear to be equally likely based on the observed frequencies?*

- 8 SP 13. Find probabilities of compound events using organized lists, tables, tree diagrams, and simulation. (7 SP 8)

- 8 SP 13a. Understand that, just as with simple events, the probability of a compound event is the fraction of outcomes in the sample space for which the compound event occurs. (7 SP 8a)

8 SP 13b. Represent sample spaces for compound events using methods such as organized lists, tables and tree diagrams. For an event described in everyday language (e.g., “rolling double sixes”), identify the outcomes in the sample space which compose the event. (7 SP 8b)

8 SP 13c. Design and use a simulation to generate frequencies for compound events. (7 SP 8c)

*For example, use random digits as a simulation tool to approximate the answer to the question: If 40% of donors have type A blood, what is the probability that it will take at least 4 donors to find one with type A blood?*

### **Investigate patterns of association in bivariate data.**

8 SP 14. Construct and interpret scatter plots for bivariate measurement data to investigate patterns of association between two quantities. Describe patterns such as clustering, outliers, positive or negative association, linear association, and nonlinear association. (8 SP 1)

8 SP 15. Know that straight lines are widely used to model relationships between two quantitative variables. For scatter plots that suggest a linear association, informally fit a straight line, and informally assess the model fit by judging the closeness of the data points to the line. (8 SP 2)

8 SP 16. Use the equation of a linear model to solve problems in the context of bivariate measurement data, interpreting the slope and intercept. (8 SP 3)

*For example, in a linear model for a biology experiment, interpret a slope of 1.5 cm/hr as meaning that an additional hour of sunlight each day is associated with an additional 1.5 cm in mature plant height.*

8 SP 17. Understand that patterns of association can also be seen in bivariate categorical data by displaying frequencies and relative frequencies in a two-way table. Construct and interpret a two-way table summarizing data on two categorical variables collected from the same subjects. Use relative frequencies calculated for rows or columns to describe possible association between the two variables. (8 SP 4)

*For example, collect data from students in your class on whether or not they have a curfew on school nights and whether or not they have assigned chores at home. Is there evidence that those who have a curfew also tend to have chores?*

Attachment 3

Gathering Waters Proposed 5-Year Budget

Account	Category	Description	Startup	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	
<b>INCOME</b>									
4000-01	Income	Tuition	0.00	970,380.00	1,437,600.00	1,976,700.00	2,156,400.00	2,156,400.00	
4000-02	Income	Federal Startup Funding Grant	375,000.00	535,000.00	244,144.00	45,856.00	0.00	0.00	
4000-03	Income	Development	20,000.00	50,000.00	51,500.00	53,045.00	54,636.35	56,275.44	
4000-04	Income	Fundraising Events	0.00	79,500.00	81,885.00	84,341.55	86,871.80	89,477.95	
4000-05	Income	School Store/Apparel	0.00	2,000.00	3,000.00	4,000.00	4,000.00	4,000.00	
4000-06	Income	Supplies Fees	0.00	27,000.00	40,000.00	55,000.00	60,000.00	60,000.00	
4000-07	Income	Special Education Reimbursement	0.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
4000-08	Income	Title 1 Grant	0.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	based on # of kids below poverty line, proforma for # of kids under poverty line year 1 - blank for now - Keene = 14% families, 23% kids
4000-09	Income	Title 2A Grant	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	professional development
4000-10	Income	Title 4 Grant	0.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
4000-11	Income	Lease Aid Grant	0.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30% of lease or 30K max
		<b>TOTAL REVENUE</b>	<b>395,000.00</b>	<b>1,738,880.00</b>	<b>1,933,129.00</b>	<b>2,293,942.55</b>	<b>2,436,908.15</b>	<b>2,441,153.39</b>	
<b>EXPENSE</b>									
6000-01	Personnel	Salary - Faculty	50,750.00	609,000.00	732,270.00	945,795.90	974,169.78	1,003,394.87	Start-up reflects contracted faculty services x 1 month
6000-02	Personnel	Salary - Administration	47,000.00	188,000.00	204,140.00	221,079.20	238,851.03	257,375.45	Start-up reflects contracted admin services x 3 months
6000-03	Personnel	Salary - Other	7,500.00	29,600.00	24,000.50	54,488.00	24,000.50	55,402.64	Handy man and visiting teachers; Handyman pre-op
6000-04	Personnel	Payroll Tax	7,477.88	63,234.90	73,471.40	93,434.28	94,632.13	100,687.23	
6000-05	Personnel	Health, Life, STD, LTD Insurance	7,050.00	119,550.00	140,461.50	171,881.27	194,458.62	201,996.21	
6000-06	Personnel	Simple IRA 3% Match	0.00	23,910.00	28,092.30	35,006.25	36,390.62	37,823.11	TBD by HR and Board
6000-07	Personnel	Hiring Expense	2,000.00	500.00	525.00	550.00	575.00	600.00	
6000-08	Personnel	Professional Development	6,800.00	6,800.00	8,400.00	10,000.00	10,000.00	10,000.00	
		<b>SUBTOTAL - PERSONNEL</b>	<b>128,577.88</b>	<b>1,040,594.90</b>	<b>1,211,360.70</b>	<b>1,532,234.90</b>	<b>1,573,077.68</b>	<b>1,667,279.52</b>	
6100-01	Instruction	Technology	30,000.00	4,000.00	4,200.00	4,400.00	4,600.00	4,800.00	
6100-02	Instruction	Curriculum Development contracted	10,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	
6100-03	Instruction	Furniture and Equipment	49,500.00	0.00	4,000.00	4,000.00	4,000.00	4,000.00	
6100-04	Instruction	Instructional Supplies	32,500.00	10,000.00	11,000.00	12,000.00	13,500.00	13,500.00	
6100-05	Instruction	Class Trips	0.00	1,500.00	2,000.00	2,500.00	3,000.00	3,000.00	
6100-06	Instruction	Festivals & Events	0.00	1,000.00	1,500.00	2,000.00	2,000.00	2,000.00	
6100-07	Instruction	Special Education Expense	0.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
6100-08	Instruction	Title 1	0.00	24,000.00	24,000.00	24,000.00	24,000.00	24,000.00	
6100-09	Instruction	McKinney-Bento	0.00	500.00	500.00	500.00	500.00	500.00	
		<b>SUBTOTAL - INSTRUCTION</b>	<b>122,000.00</b>	<b>53,000.00</b>	<b>59,200.00</b>	<b>61,400.00</b>	<b>63,600.00</b>	<b>63,800.00</b>	
6200-01	Facilities	Cleaning Services	2,000.00	25,000.00	25,750.00	26,522.50	27,318.18	28,137.72	
6200-02	Facilities	Maintenance & Repairs	2,000.00	14,000.00	14,000.00	14,250.00	14,500.00	14,750.00	
6200-03	Facilities	Fuel	1,000.00	30,000.00	30,000.00	30,250.00	30,500.00	30,750.00	
6200-04	Facilities	Electricity	1,000.00	15,000.00	15,000.00	15,250.00	15,500.00	15,750.00	
6200-05	Facilities	Water/Sewer	500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	
6200-06	Facilities	Groundskeeping	2,000.00	10,000.00	10,300.00	10,609.00	10,927.27	11,255.09	
6200-07	Facilities	Paper Goods & Cleaning Supplies	500.00	2,500.00	2,500.00	2,600.00	2,700.00	2,800.00	
6200-08	Facilities	Dumpster	500.00	5,000.00	5,000.00	5,100.00	5,200.00	5,300.00	
6200-09	Facilities	Telephone/Internet	600.00	4,000.00	4,000.00	4,100.00	4,200.00	4,300.00	
		<b>SUBTOTAL - FACILITIES</b>	<b>10,100.00</b>	<b>109,000.00</b>	<b>110,050.00</b>	<b>112,181.50</b>	<b>114,345.45</b>	<b>116,542.81</b>	
6300-01	Fees	Bank Fees	50.00	50.00	50.00	50.00	50.00	50.00	
6300-02	Fees	Rent	0.00	168,000.00	173,040.00	178,231.20	183,578.14	189,085.48	24000 sq ft @ 7\$ sq ft
6300-03	Fees	Property Tax - Rent	0.00	108,000.00	111,240.00	114,577.20	118,014.52	121,554.95	4.5\$ sq ft
6300-04	Fees	Depreciation	0.00	40,000.00	41,200.00	42,436.00	43,709.08	45,020.35	
		<b>SUBTOTAL - FEES</b>	<b>50.00</b>	<b>316,050.00</b>	<b>325,530.00</b>	<b>335,294.40</b>	<b>345,351.73</b>	<b>355,710.78</b>	
6400-01	Development	Campaign Expenses	1,000.00	1,000.00	1,100.00	1,200.00	1,300.00	1,400.00	
6400-02	Development	School Store	1,000.00	1,000.00	1,500.00	2,000.00	2,000.00	2,000.00	
6400-03	Development	Marketing Materials & Advertising	3,000.00	3,000.00	3,100.00	3,200.00	3,300.00	3,400.00	
6400-04	Development	Fundraising Events	0.00	48,500.00	49,955.00	51,453.65	52,997.26	54,587.18	
		<b>SUBTOTAL - DEVELOPMENT</b>	<b>5,000.00</b>	<b>53,500.00</b>	<b>55,655.00</b>	<b>57,853.65</b>	<b>59,597.26</b>	<b>61,387.18</b>	
6500-01	Office	Office Supplies	15,000.00	1,750.00	3,000.00	3,100.00	3,200.00	3,300.00	
6500-02	Office	Copy Machine	1,000.00	8,500.00	8,755.00	9,017.65	9,288.18	9,566.82	
6500-03	Office	Postage	500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
6500-04	Office	Computer Supplies	5,000.00	2,000.00	2,100.00	2,200.00	2,300.00	2,400.00	
6500-05	Office	Dues & Fees	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	
6500-06	Office	Web Admin	1,000.00	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51	
		<b>SUBTOTAL - OFFICE</b>	<b>25,500.00</b>	<b>17,250.00</b>	<b>18,885.00</b>	<b>19,378.55</b>	<b>19,880.91</b>	<b>20,392.33</b>	
6600-01	Professional	Accounting & Auditing	1,650.00	40,000.00	41,200.00	42,436.00	43,709.08	45,020.35	
6600-02	Professional	IT & Computer Services	3,000.00	7,500.00	7,725.00	7,956.75	8,195.45	8,441.32	
6600-03	Professional	Legal	1,000.00	5,000.00	5,150.00	5,304.50	5,463.64	5,627.54	

Account	Category	Description	Startup	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	
6600-03	Professional	Other Professional Fees	500.00	500.00	515.00	530.45	546.36	562.75	
		<b>SUBTOTAL - PROFESSIONAL</b>	<b>6,150.00</b>	<b>53,000.00</b>	<b>54,590.00</b>	<b>56,227.70</b>	<b>57,914.53</b>	<b>59,651.97</b>	
6700-01	Insurance	Commerical Coverage	1,975.00	7,900.00	8,532.00	9,214.56	9,951.72	10,747.86	includes liability, property,unowned auto, cyber)
6700-02	Insurance	Umbrella Coverage	325.00	1,300.00	1,404.00	1,516.32	1,637.63	1,768.64	up to 1 million
6700-03	Insurance	Worker's Compensation	500.00	3,336.40	3,927.59	4,853.11	5,041.46	5,236.34	Estimates from Devin Gallagher @ Fred C. Church
6700-04	Insurance	Board E&L Insurance	925.00	3,700.00	3,996.00	4,315.68	4,660.93	5,033.81	
		<b>SUBTOTAL - INSURANCE</b>	<b>3,725.00</b>	<b>14,900.00</b>	<b>17,859.59</b>	<b>19,899.67</b>	<b>21,291.75</b>	<b>22,786.65</b>	
		<b>TOTAL - EXPENSE</b>	<b>301,102.88</b>	<b>1,657,294.90</b>	<b>1,853,130.30</b>	<b>2,194,470.37</b>	<b>2,255,059.30</b>	<b>2,367,551.24</b>	
		<b>NET INCOME</b>	<b>93,897.13</b>	<b>81,585.10</b>	<b>79,998.70</b>	<b>99,472.18</b>	<b>181,848.85</b>	<b>73,602.15</b>	

Income Model	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Target Enrollment	135	200	275	300	300
Grade 1	15	20	25	25	25
Grade 2	15	20	25	25	25
Grade 3	15	20	25	25	25
Grade 4	15	20	25	25	25
Grade 5	15	20	25	25	25
Grade 6	15	20	25	25	25
Grade 7	15	20	25	25	25
Grade 8	15	20	25	25	25
Grade 9	15	20	25	25	25
Grade 10		20	25	25	25
Grade 11			25	25	25
Grade 12				25	25
Revenue Per Student	7188	7188	7188	7188	7188
Gross Tuition Revenue	970380	1437600	1976700	2156400	2156400
Supplies Revenue	27000	40000	55000	60000	60000

Role	Payroll Account	2021-2022		2022-2023		2023-2024		2024-2025		2025-2026		NOTES
		% FTE	Salary	% FTE	Salary	% FTE	Salary	% FTE	Salary	% FTE	Salary	
HS Math/Science Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
HS Math/Science Teacher	6000-01 Faculty			1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	
HS Math/Science Teacher	6000-01 Faculty					1.00	42000.00	1.00	43260.00	1.00	44557.80	
	6000-01 Faculty											
HS Humanities Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
HS Humanities Teacher	6000-01 Faculty			1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	
HS Humanities Teacher	6000-01 Faculty					1.00	42000.00	1.00	43260.00	1.00	44557.80	
	6000-01 Faculty											
First Grade Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Second Grade Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Third Grade Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Fourth Grade Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Fifth Grade Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Sixth Grade Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Seventh Grade Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Eighth Grade Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Handwork & Art Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00							
Handwork & Craft Teacher	6000-01 Faculty					1.00	44557.80	1.00	45894.53	1.00	47271.37	combined role in 21/22, splitting 22/23
Art Teacher	6000-01 Faculty					1.00	42000.00	1.00	43260.00	1.00	44557.80	Grades 5-HS
Games & Physical Education Teacher	6000-01 Faculty	0.50	21000.00	0.50	21630.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Movement & Eurythmy Teacher	6000-01 Faculty	0.50	21000.00	0.50	21630.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Language Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Language Teacher	6000-01 Faculty			0.50	21000.00	0.50	21630.00	0.50	22278.90	0.50	22947.27	
Music Teacher	6000-01 Faculty	1.00	42000.00	1.00	43260.00	1.00	44557.80	1.00	45894.53	1.00	47271.37	
Chorus Teacher	6000-01 Faculty					0.50	21000.00	0.50	21630.00	0.50	22278.90	
Academic Support Teacher	6000-01 Faculty	0.50	21000.00	1.00	21630.00	1.00	22278.90	1.00	22947.27	1.00	23635.69	
Visiting Teachers	6000-03 Other	0.50	29600.00	0.50	30488.00	0.50	31402.64	0.50	32344.72	0.50	33315.06	
Guidance Counselor	6000-02 Administration			0.25	10500.00	0.50	21630.00	0.75	33418.35	1.00	45779.80	independent contractors, no tax no benefits, \$40/hr, assumes % of FTE x weeks of school year (37)
Lead Administrator	6000-02 Administration	1.00	75000.00	1.00	77250.00	1.00	79567.50	1.00	81954.53	1.00	84413.16	
Business Administrator	6000-02 Administration	1.00	50000.00	1.00	51500.00	1.00	53045.00	1.00	54636.35	1.00	56275.44	
Admin Assistant/Registrar	6000-02 Administration	1.00	33000.00	1.00	33990.00	1.00	35009.70	1.00	36059.99	1.00	37141.79	
Development Coordinator	6000-02 Administration	0.50	30000.00	0.50	30900.00	0.50	31827.00	0.50	32781.81	0.50	33765.26	
Handyman	6000-03 Other	0.15	7500.00	0.30	15000.00	0.30	15000.00	0.30	15000.00	0.30	15000.00	position capped at \$20/hr, no benefits
TOTAL		18.65	834100.00	22.05	981898.00	26.80	1213277.74	27.05	1260365.52	27.30	1309085.39	
TAXES			61544.25		72782.87		90413.45		93943.59		97596.43	
BENEFITS			119550.00		140461.50		175031.27		181953.12		189115.55	

Taxes	61544.25	72782.87	90413.45	93943.59	97596.43
Benefits	119550.00	140461.50	175031.27	181953.12	189115.55

Row Labels	Sum of Salary	Sum of Salary2	Sum of Salary3	Sum of Salary4	Sum of Salary5
6000-01 Faculty	609000	732270	945795.9	974169.777	1003394.87
6000-02 Administration	188000	204140	221079.2	238851.026	257375.4539
6000-03 Other	37100	45488	46402.64	47344.7192	48315.06078
(blank)					
<b>Grand Total</b>	<b>834100</b>	<b>981898</b>	<b>1213277.74</b>	<b>1260365.522</b>	<b>1309085.385</b>
Simple IRA match	25023.00	29456.94	36398.33	37810.97	39272.56
Workers Comp	3336.40	3927.59	4853.11	5041.46	5236.34

Attachment 4

Gathering Waters Accountability Plan



New Hampshire

Department of Education

## CHARTER SCHOOL ACCOUNTABILITY PLAN Goals and Objectives Template

**School Name:** Gathering Waters Chartered Public School

**Date:** 10/9/2020

**Development Team Members:** Gabrielle Schuerman et al (see application)

**A Charter School Accountability Plan is required by RSA 194-B:3,II(dd)**

An accountability plan serves as a roadmap for continuous school improvement. It ensures that progress towards the school's organizational, programmatic and academic goals and objectives are developed, implemented and continuously monitored for success. Once a charter school development team has created a vision and mission for the school, the goals, objectives, and action plans can be developed to activate the school's mission and achieve its vision.

**Definitions:**

**Goals** are strategic, long-term, broad outcomes that the school wants to achieve; they are the direction the school wants to take.

**Objectives** are short-term, precise strategies for accomplishing a specific task that can be achieved in a limited period of time and lead to the achievement of a long term goal. Objectives identify the pathways taken to accomplish the goal. They are specific, measurable and time-bound, with defined completion dates.

**Measurement:** Criteria used to measure progress towards the accomplishment of the goal.

**Timeframe:** A clearly defined period of time to accomplish a goal or objective, including a start date and a target completion date.

**Progress Checks:** Periodic reviews to determine progress made towards accomplishment of goals.

**Outcome:** A description of the benefit gained from achieving a goal.

**Types of Goals for the Accountability Plan:**

**Organizational Goals** focus on a school's long range intentions for school operations and overall business philosophy; the foundation of the school as identified in the school's charter. They help define the school's purpose, assist its growth and achieve its financial objectives.

**Programmatic Goals** are designed to improve educational practices in, for example, curriculum, professional development and the criteria and standards identified in programs of study.

**Academic Goals** focus on the educational outcomes a school sets for itself, for example, student performance goals and the competencies, skills, and attributes that students should achieve upon completion of a course, program or grade level.

<b>Accountability Plan Overview:</b>				
<b>Organizational Goals</b>				
<b>1. Goal and Description:</b> To create and maintain a financially sustainable Waldorf-inspired chartered public school in Keene, NH				
<b>Who is responsible:</b> Board Finance Committee, Development and Fundraising Committee, Lead Administrator, Business Administrator, Development Director				
<b>Objectives</b>	<b>Measurement</b>	<b>Timeframe</b>	<b>Progress Checks</b>	<b>Outcome</b>
<b>Objective O1.1:</b> Raise 80,000 each year to cover ongoing operating costs	Annual Fund 2 Fundraisers Grant	Annual Fund-Fall 1 fall/winter and 1 spring/summer fundraiser Grants-ongoing	TBD By Development and Fundraising Committee	Ability to keep the school open
<b>Objective O1.2:</b> Approve annual budget by March 30 of each year	Completion of budget	Business Administrator prepares in spring- approval by June	TBD By Development and Fundraising Committee	Improved ability to plan; faculty hiring
<b>Objective O1.3:</b> Create Annual Report and prepare for Annual Audit	Annual Report Completion	Fall	TBD by Business Administrator, Lead Administrator and Board Finance Committee	Increased understanding and awareness of limitations and needs of the budget for future years; increased transparency
<b>2. Goal and Description:</b> To raise awareness of and generate excitement about the school and Waldorf education in the community; to attract a diverse student body; to fully enroll the school and retain students and families				
<b>Who is responsible:</b> Development Director, Enrollment and Outreach Committee, Lead Administrator				
<b>Objectives</b>	<b>Measurement</b>	<b>Timeframe</b>	<b>Progress Checks</b>	<b>Outcome</b>
<b>Objective O2.1:</b> Create outreach events and open houses to reach diverse groups in the community	Completion of outreach events	Ongoing and especially Fall	TBD by Enrollment and Outreach Committee	Increased awareness and interest in the school in the

				community; diverse student body
<b>Objective O2.2:</b> Advertise enrollment period and distribute application materials to reach a wide variety of people in the community	Completion and distribution of application materials and articles, radio spots, social media	Fall	TBD by Enrollment and Outreach Committee	Increased awareness and interest in the school in the community; diverse student body
<b>Objective O2.3:</b> Generate ongoing sense of community and involvement among existing families	Creation of community, social and educational events within the school	Ongoing	TBD by parent Council and Enrollment and Outreach Committee	Sense of community, increased support of the school by existing families through volunteer efforts and monetary donations
<b>3. Goal and Description: To become a full member of the Alliance for Public Waldorf Education</b>				
<b>Who is responsible:</b> Lead Administrator, Faculty Chairs, Faculty, Curriculum Committee				
<b>Objectives</b>	<b>Measurement</b>	<b>Timeframe</b>	<b>Progress Checks</b>	<b>Outcome</b>
<b>Objective O3.1:</b> Apply to become initiative member	Application completed; dues paid	DONE	DONE	Access to Alliance support materials and publications, mentor schools, job postings, conferences, increased visibility
<b>Objective O3.2:</b> Complete Institutional Self-Study and Peer Review Process	Completion of Self-Study and Peer Review Process	3-5 years after opening of school	TBD by the Alliance, Faculty Chairs and Lead Administrator	Access to Alliance support materials and publications, mentor schools, job postings, conferences, increased visibility
<b>Objective O3.3:</b> Completion of Requirements to become a full member of the Alliance	Acceptance of Membership by the Alliance	3-5 years after opening of school	TBD by the Alliance, Faculty Chairs and Lead Administrator	Access to Alliance support materials and publications, mentor

				schools, job postings, conferences, increased visibility
<b>Programmatic Goals</b>				
<b>1. Goal and Description: To attract and retain strong energetic teachers with qualifications as outlined in Section 6 c and d</b>				
<b>Who is responsible:</b> Lead Administrator, Board of Trustees				
<b>Objectives</b>	<b>Measurement</b>	<b>Timeframe</b>	<b>Progress Checks</b>	<b>Outcome</b>
<b>Objective P1.1:</b> Advertise faculty positions locally, in Alliance and other Waldorf publications	Teachers hired	As needed-will start advertising initially in January 2021	TBD	High quality faculty that will help to attract students/families
<b>Objective P1.2:</b> Increase teacher salaries	Increased salaries	TBD	TBD	Retention of teachers
<b>Objective P1.3:</b> Create a open and supportive work environment that fosters job satisfaction	Retention of teachers	Ongoing	TBD	Retention of teachers
<b>2. Goal and Description: To provide students in the Monadnock region with an academically rigorous and engaging Waldorf-inspired curriculum that integrates the arts, meaningful practical work, outdoor education</b>				
<b>Who is responsible:</b> Lead Administrator, Curriculum Committee, Faculty, Faculty Chairs				
<b>Objectives</b>	<b>Measurement</b>	<b>Timeframe</b>	<b>Progress Checks</b>	<b>Outcome</b>
<b>Objective P2.1:</b> Formation of curriculum committee	Committee is formed	June/July	TBD	Committee that can support teachers and ensure adherence to the mission
<b>Objective P2.2:</b> Faculty reviews and refines curriculum plans	Plans submitted to Faculty chairs, Lead Administrator and Curriculum Committee	June/July	TBD	academically rigorous and engaging Waldorf-inspired curriculum that integrates the arts, meaningful practical

				work, outdoor education
<b>3. Goal and Description: To engage with the community in meaningful service opportunities.</b>				
<b>Who is responsible:</b> Lead Administrator, Faculty				
<b>Objectives</b>	<b>Measurement</b>	<b>Timeframe</b>	<b>Progress Checks</b>	<b>Outcome</b>
<b>Objective P3.1:</b> Every class will engage in 1 developmentally appropriate service-related activity during the school year	Completion of service activity	On going	If not completed activities should be planned by January 1 of each year.	Connection with community, sense of purpose and responsibility for students
<b>Academic Goals</b>				
<b>1. Goal and Description:</b> To Meet Academic Achievement Objectives in the Elementary School as Outlined in Section 5f of Charter Application				
<b>Who is responsible:</b> Elementary School Faculty And Lead Administrator				
<b>Objectives</b>	<b>Measurement</b>	<b>Timeframe</b>	<b>Progress Checks</b>	<b>Outcome</b>
<b>Objective A1.1:</b> By the end of grades 7 60% of all students will read and perform math at grade level	State testing	April-May	Annual	
<b>Objective A1.2:</b> By the end of each school year we expect at least 70% of all students will have completed a comprehensive competency-based portfolio of their work throughout the school year of acceptable quality according to the teacher assessment.	Portfolio Completion	June	Annual	
<b>Objective A1.3:</b> By the end of grade 8 60% of all students will exhibit grade level scientific reasoning	State testing	April-May	Annual	
<b>2. Goal and Description:</b> To Meet Academic Achievement Objectives in the High School as Outlined in Section 5f of Charter Application				

<b>Who is responsible:</b> High School Faculty and Lead Administrator				
<b>Objectives</b>	<b>Measurement</b>	<b>Timeframe</b>	<b>Progress Checks</b>	<b>Outcome</b>
<b>Objective A2.1:</b> By the end of each school year we expect at least 60% of all high school students to have completed all of their courses with a grade of C or higher (please see Appendix L for high school grading standards).	Student Transcripts	June	Annual	
<b>Objective A2.2:</b> By the end of the school year 60% of all seniors will have completed the graduation requirements as outlined in section 5g.	Student Transcripts	June	Annual	
<b>Objective A2.3:</b> By the end of the school year 70% of all seniors will have successfully completed a senior project with a satisfactory assessment by their mentor and faculty advisor.	Senior Project Evaluation	May	Annual	

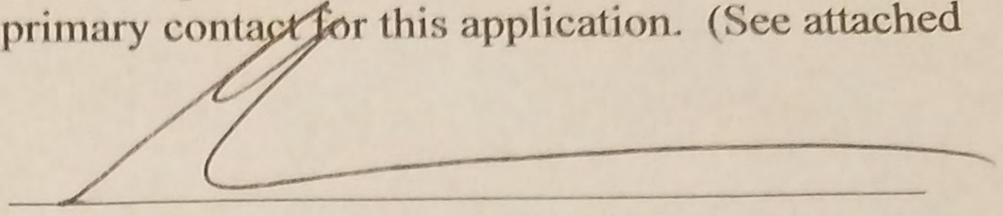
Attachment 5

Gathering Waters Signatures Page

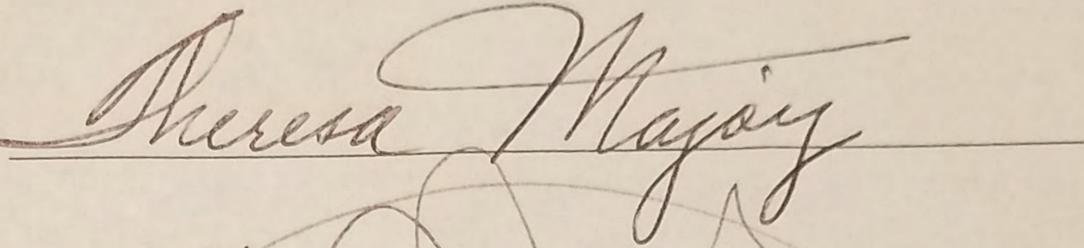
**Section 17: Signatures**

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application. (See attached signature page).

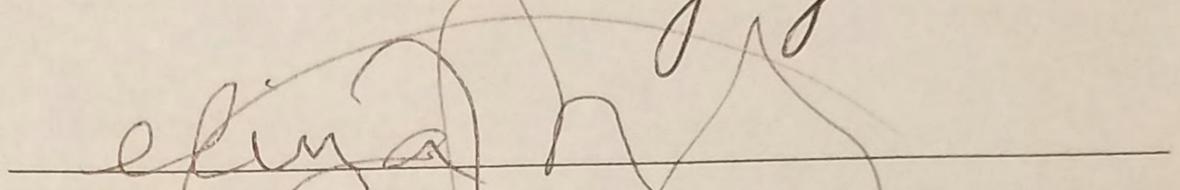
Gabrielle Schuerman- parent, Keene, NH



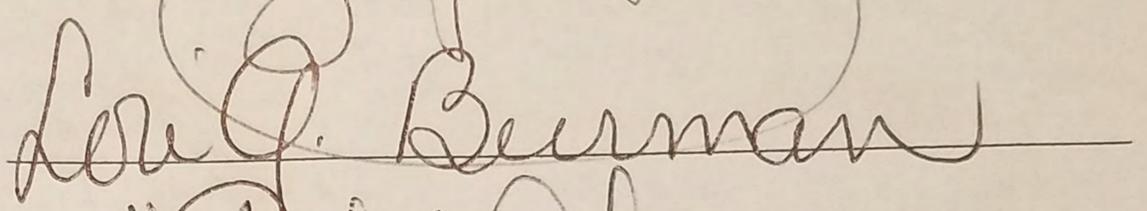
Theresa Majoy-parent, Keene, NH



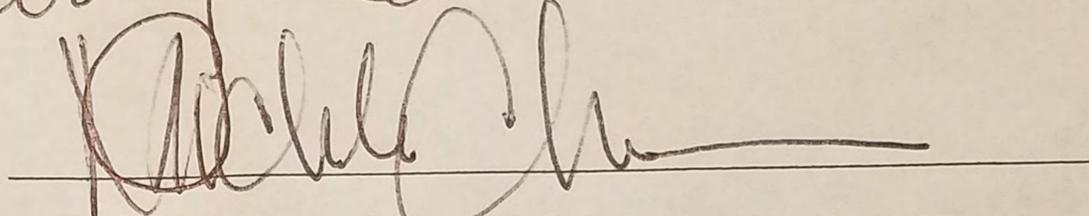
Eliza Murphy-parent, Keene, NH



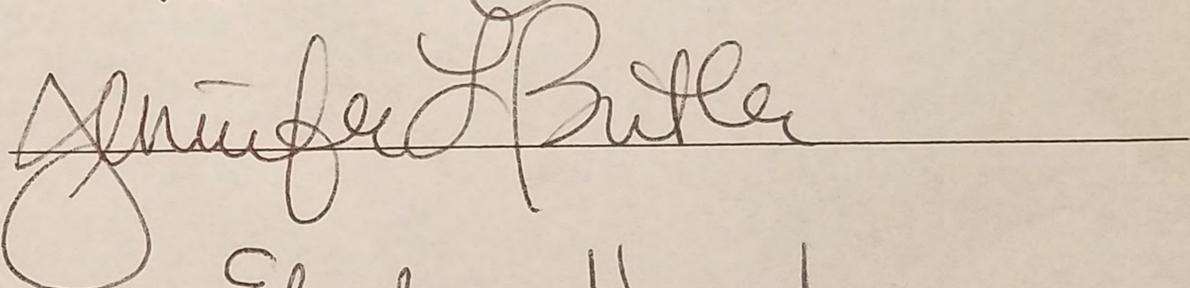
Lori Burman-parent, Keene, NH



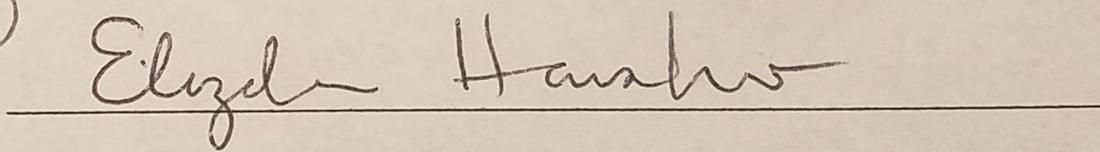
Michele Chalice-parent, Keene, NH



Jennifer Butler-parent, Keene, NH

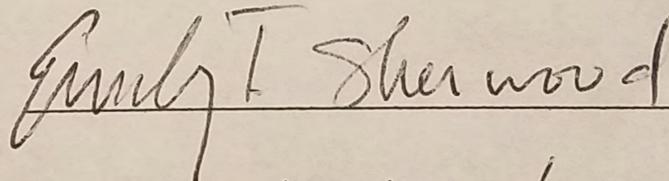


Elizabeth Hamshaw-parent, Keene, NH

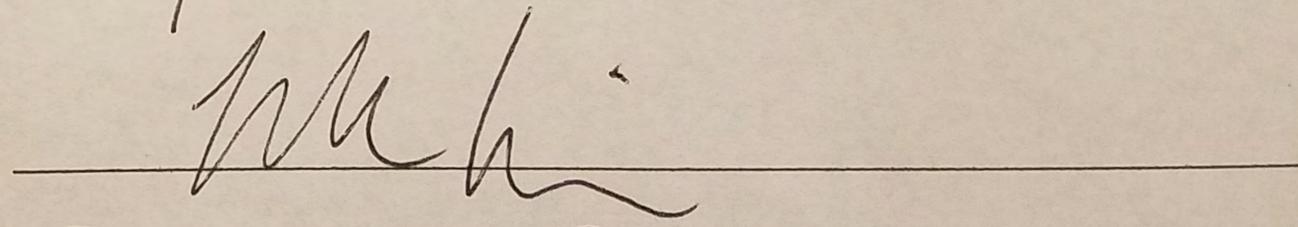


Emily Sherwood

~~Emily Turner~~-parent, Keene, NH

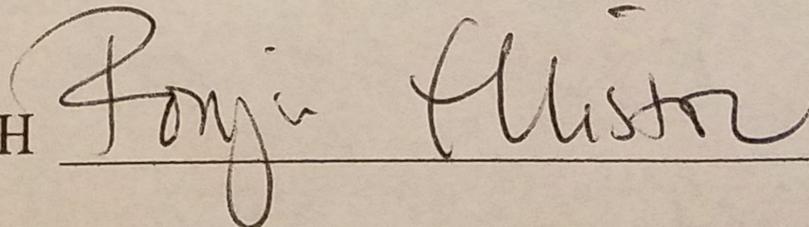


Laurel Iselin -parent, Alstead, NH



Ronja Elliston

~~Ronya Geilen~~-parent, Alstead, NH





**Bernstein, Shur,  
Sawyer & Nelson, P.A.**  
Jefferson Mill Building  
670 North Commercial Street  
Suite 108  
PO Box 1120  
Manchester, NH 03105-1120

T (603) 623 - 8700  
F (603) 623 - 7775

Lauren M. Pritchard  
(603) 665-8835 direct  
lpritchard@bernsteinshur.com

**VIA ELECTRONIC MAIL**

October 22, 2020

Jane Waterhouse, Charter School Administrator  
New Hampshire Department of Education  
101 Pleasant Street  
Concord, NH 03301

**Re: Review of Charter School Application of Gathering Waters Chartered  
Public School**

Dear Jane:

Enclosed, please find the following items concerning my review of the charter school application submitted by Gathering Waters Chartered Public School:

1. A Memorandum regarding: Legal Review of the Charter School Application of Gathering Waters Chartered Public School; and
2. A Charter School Approval Checklist.

Please do not hesitate to contact me should you have any questions regarding my evaluation of this application.

Sincerely,

/s/ Lauren M. Pritchard  
Lauren M. Pritchard

Enclosures



**Bernstein, Shur,  
Sawyer & Nelson, P.A.**  
Jefferson Mill Building  
670 North Commercial Street  
Suite 108  
PO Box 1120  
Manchester, NH 03105-1120

# Memorandum

T (603) 623 - 8700  
F (603) 623 - 7775

To: Jane Waterhouse

From: Lauren M. Pritchard

Date: October 22, 2020

Re: Legal Review of the Charter School Application of the Gathering Waters  
Chartered Public School

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1. Application filing formalities (Ed 318.08(a) – (g)): The letter of intent, accompanying the application, contains a different proposed charter school name and different proposed grade levels than those contained in the application. The letter may not comply with Ed 318.08(b), which requires the letter to contain the proposed charter school name and proposed grade levels. In addition, the cover page of the application does not contain an alternate telephone number as required by Ed 318.08(f)(6).

2. Ability to file: This requirement appears to be satisfied. The application identifies a group of 11 parents and RSA 194-B:3, V provides that a group of 10 or more parents are eligible to file an application.

3. Name of school: This requirement is likely satisfied. RSA 194-B:5 requires the school's name to include the words "chartered public school." The proposed school name, Gathering Waters Chartered Public School, likely satisfies this statutory requirement.

4. Ed 318.08(i): The requirements of Ed 318.08(i)(2) – (3) are satisfied. The requirement of Ed 318.08(i)(1), however, is only partially satisfied. The applicant's student-teacher ratio does not include the total number of teachers as required by Ed 318.08(i)(1).

5. Ed 318.08(j)(1) – (7):

- i. This subsection is likely satisfied. The applicant provides a non-discriminatory admission policy, states how the school will conduct its lottery selection as required by RSA 194-B:9, I(c), and includes a procedure for providing for educationally disabled students.
- ii. This subsection is likely satisfied, as the applicant provides a policy and procedure setting forth the guidelines for the optional contracting of services.
- iii. This subsection is satisfied.
- iv. This subsection is satisfied.
- v. This subsection is likely not satisfied, as the applicant failed to state that the school will provide required services under RSA 194-B:8, IV in the event the applicant provides the only available public education services at a specific grade level in a school district.
- vi. This subsection is satisfied.
- vii. This subsection is satisfied.

RSA 194-B:3, II (a) – (dd)

a) Educational mission (§ a): This requirement appears to be satisfied. The school's mission is clear and focused, and it is supported by a detailed vision, which presents attainable goals for student achievement.

b) Governance and organizational structure and plan (§ b): This requirement is partially satisfied. The application outlines the roles and responsibilities of each of the school's governing bodies including the Board of Trustees, the Administration, and the Leadership Council. Specifically, the Board of Trustees is tasked with providing legal and fiscal oversight, as well as carrying out the school's vision through the adoption of policies and guidelines. The Leadership Council is tasked with training and supervising the faculty, as well as the development and review of curriculum, and the Administration is tasked with managing the school's day-to-day operations. The organizational chart, however, does not align with the description of the governance structure. For example, the chart does not reference the Leadership Council or the dual role of the Lead Administrator.

c) Methods by which trustees and their terms are determined (§ c): This requirement appears to be satisfied. The application describes the method of selecting the initial and subsequent Trustees, and it identifies the term limits. Further, Appendix I, the Board By-Laws, provides further detail on Trustee qualifications and term limits.

d) General description and proposed or potential location of facilities to be used (§ d): This requirement appears to be satisfied. Although the applicant has not found a location for the school, the application specifically describes the type of facility and space necessary to carry out the school's mission and goals. Further, the application states that an active committee is exploring opportunities in Keene, New Hampshire based on the target location and the number of pupils to be served.

e) Maximum number, grade or age levels (§ e): This requirement is likely satisfied as it identifies the maximum number of pupils and the grade levels to be served.

f) Curriculum that meets or exceeds state standards in the subject areas offered (§ f): This requirement is likely satisfied. The applicant plans to use a curriculum inspired by the Waldorf Education model. The application describes the curriculum in detail, and also incorporates by reference Appendices K and L, which provide specific and detailed course descriptions organized by grade level.

g) Academic and other learning goals and objectives (§ g): This requirement is likely satisfied. The application incorporates by reference Appendices K and L, which provide specific and detailed goals and objectives that are organized by course, subject matter, or grade level. Further, Appendix L includes cross-disciplinary learning goals for the development and education of students. Together, these learning goals and objectives appear to reflect the school's mission and vision statements.

h) Achievement tests (§ h): This requirement is likely satisfied. The application provides several forms of assessment by which students will be evaluated, including regular feedback, parent-teacher conferences, the development of a portfolio, classroom assessments, and performance assessments. In addition, the application sets forth performance standards to be applied in conjunction with the learning objectives and goals contained in Appendices K and L. Further, the application states that the school will comply with RSA 194-B:8, V and participate in NH SAS tests. All assessments and records of student performance will be managed through Big SIS data management system.

i) Graduation requirements (§ i): This requirement appears to be satisfied. The application provides a credit requirement for students of 28 credits, which exceeds the graduation requirements of Ed 306.27(m). In addition, students will have a community-service hours requirement. Students earn credits by demonstrating competency in the learning objectives through the various forms of assessment.

j) Staffing overview (§ j): This requirement is likely satisfied. The application provides the requisite staffing overview and includes a description of necessary qualifications for professionals and paraprofessionals.

k) Personnel compensation plan (§ k): This requirement is likely satisfied. The application provides specific salaries and identifies health insurance coverage as a benefit.

These expenses appear to be reflected in the budget. Further, the application adequately addresses FMLA and USSERA leaves of absence.

l) Pupil transportation plan (§ l): This requirement is partially satisfied. The application does not indicate that the applicant, using its own resources, will provide transportation for students outside of the district, as required by the statute. Specifically, under RSA 194-B-3(II)(l) the application must include a “reasonable provision from the chartered public school's own resources for transportation of pupils residing outside the district in which the chartered public school is physically located.” The application only states that the school will offer to help students outside of the district by forming carpool groups and encouraging biking and walking. Further, while the application references the school’s intent to seek funding for transportation, including the purchase of two 15-passenger vans, the budget does not reflect this intent.

m) Statement of assurances related to nondiscrimination (§ m): This requirement is partially satisfied. The application includes a statement prohibiting discrimination but does not include all protected classes, including genetic information, pregnancy, and pregnancy-related medical conditions.

n) Method of coordinating with a pupil’s local education agency (LEA) responsible for matters pertaining to any required special education programs or services (§ n): This requirement is likely satisfied. The application provides the methods in which the school will coordinate with the student’s LEA, including the appointment of a Special Education Liaison to meet the needs of all students enrolled at the school.

o) Admission procedures (§ o): This requirement is likely satisfied. RSA 194-B:9 requires public charter schools to use lottery selection as a basis for admission when the number of eligible applicants exceeds the maximum enrollment number. The application contains a lottery policy and procedure, including a hierarchy for admission priority.

p) Philosophy of pupil governance and discipline (§ p): This requirement is likely satisfied. The application sets forth a philosophy of student governance and discipline based on Rudolf Steiner’s indications for the developing human being. Further, the application contains due process disciplinary procedures, including a conference among the student, parent or guardian, lead administrator, and outside mediator to determine consequences for repeat infractions or actions of a more serious nature. The application incorporates by reference Appendices G and H, which provide detailed expectations of pupil conduct.

q) Method of administering fiscal accounts and reporting (§ q): This requirement appears to be satisfied. There are appropriate checks and balances regarding fiscal accounts, and the school is prepared to fulfill all reporting and auditing requirements.

r) Annual budget (§ r): This requirement is partially satisfied. This section meets the statutory requirement by providing a five-year budget with appropriate increases in expenses over time. The budget also contains a start-up budget. While most expenses

discussed in the application appear to be reflected in the budget, the budget does not include expenses for professional contract services.

s) School calendar (§ s): This requirement is likely satisfied. The school intends to follow SAU 29's school calendar and schedule. The application incorporates by reference Appendix I, but Appendix J provides a sample 2020 and 2021 school calendar.

t) Provision for providing continuing evidence of adequate insurance coverage (§ t): This requirement is likely satisfied.

u) Identity of consultants to be used for various services (§ u): This requirement appears to be satisfied. The applicant states it will retain a variety of consultants with expertise in school operations, finance, governance, human resources, and curriculum. The applicant's budget, however, does not allocate any expenses towards professional services.

v) Philosophy of parent involvement and related plans and procedures (§ v): This requirement is likely satisfied. The school's philosophy and expectations for parent involvement are defined. Further, the application provides for the creation of a Parent Council to facilitate parent input and participation in the school.

w) A plan to develop and disseminate information (§ w): This requirement appears to be satisfied. The school has a comprehensive plan to disseminate material to the community about the school, its method of educating pupils, and all other pertinent information such as school activities, events, or closures.

x) A global hold-harmless clause (§ x): This requirement is satisfied as it tracks the statutory language.

y) Severability provisions (§ y): This requirement is satisfied. The application acknowledges that if provisions of the charter agreement are determined to be unenforceable or invalid, such provisions are severed from the remainder of the agreement and will not be enforced.

z) Provision for dissolution of the chartered public school (§ z): This requirement appears to be satisfied. After the satisfaction of contractual and financial obligations, the application provides for the return of all borrowed and/or donated assets. Other assets will be redistributed, as determined by the Board, to comply with any statutory obligations.

aa) Section (aa) is not applicable.

bb) A plan for the education of the school's pupils after the chartered public school may cease operation (§ bb): This requirement appears to be satisfied. The application identifies the steps the school will take to assist in the smooth transition of its students to other schools.

cc) Section (cc) is not applicable.

dd) Outline of proposed accountability plan (§ dd): This requirement appears to be satisfied. The application details the expectations for evaluating the school's program and acknowledges that the school will provide various annual reports and conduct financial audits. In addition, the application states that a full accountability plan will be developed prior to the date of the school opening.

## Gathering Waters Chartered Public School

### Charter School Approval: State Board Criteria for Review.

The State Board shall review the application for completeness to ensure that each of the statutory requirements of RSA 194-B:3, II has been met.

	Element	Comments
	Ability to File	<b>This requirement appears to be satisfied.</b>
	Name of School	<b>This requirement is likely satisfied.</b>
a	Educational mission.	<b>This requirement appears to be satisfied.</b>
b	Governance and organizational structure and plan.	<b>This requirement is partially satisfied.</b>
c	Methods by which trustees and their terms are determined.	<b>This requirement appears to be satisfied.</b>
d	General description and proposed or potential location of facilities to be used, if such information is available.	<b>This requirement appears to be satisfied.</b>
e	Maximum number, grade or age levels, and, as applicable, other information about pupils to be served.	<b>This requirement is likely satisfied.</b>
f	Curriculum.	<b>This requirement is likely satisfied.</b>
g	Academic and other learning goals and objectives.	<b>This requirement is likely satisfied.</b>
h	Achievement tests to be used to measure pupil academic and other goal achievement including, but not limited to, objective and age-appropriate measures of literacy and numeracy skills, including spelling, reading, expository writing, history, geography, science, and mathematics.	<b>This requirement is likely satisfied.</b>
i	For schools offering high school grade levels, graduation requirements sufficient to ensure that the school has provided an adequate education for its pupils.	<b>This requirement appears to be satisfied.</b>
j	Staffing overview, including qualifications sought for professionals and paraprofessionals.	<b>This requirement is likely satisfied.</b>
k	Personnel compensation plan, including provisions for leaves and other benefits, if any.	<b>This requirement is likely satisfied.</b>
l	Pupil transportation plan, including reasonable provision from the charter school's own resources for transportation of pupils residing outside the district in which the charter school is physically located.	<b>This requirement is partially satisfied.</b>
m	Statement of assurances related to nondiscrimination according to relevant state and federal laws.	<b>This requirement is partially satisfied.</b>
n	Method of coordinating with a pupil's local education agency (LEA) responsible for matters pertaining to any required special education programs or services including method of compliance with all federal and state laws pertaining to educationally disabled pupils.	<b>This requirement is likely satisfied.</b>
o	Admission procedures.	<b>This requirement is likely satisfied.</b>

p	Philosophy of pupil governance and discipline, and age-appropriate due process procedures to be used for disciplinary matters including suspension and expulsion.	<b>This requirement is likely satisfied.</b>
q	Method of administering fiscal accounts and reporting, including a provision requiring fiscal audits and reports performed by an independent certified public accountant.	<b>This requirement appears to be satisfied.</b>
r	Annual budget, including all sources of funding.	<b>This requirement is partially satisfied.</b>
s	School calendar arrangement and the number and duration of days pupils are to be served pursuant to RSA 194-B:8, III.	<b>This requirement is likely satisfied.</b>
t	Provision for providing continuing evidence of adequate insurance coverage.	<b>This requirement is likely satisfied.</b>
u	Identity of consultants to be used for various services, if known.	<b>This requirement appears to be satisfied.</b>
v	Philosophy of parent involvement and related plans and procedures.	<b>This requirement is likely satisfied.</b>
w	A plan to develop and disseminate information to assist parents and pupils with decision-making about their choice of school.	<b>This requirement appears to be satisfied.</b>
x	A global hold-harmless clause which states: The charter school, its successors and assigns, covenants and agrees at all times to indemnify and hold harmless the (school district), any other school district which sends its students to the charter school, and their school boards, officers, directors, agents, employees, all funding districts and sources, and their successors and assigns, (the "indemnified parties") from any and all claims, demands, actions and causes of action, whether in law or in equity, and all damages, costs, losses, and expenses, including but not limited to reasonable attorneys' fees and legal costs, for any action or inaction of the charter school, its board, officers, employees, agents, representatives, contractors, guests and invitees, or pupils.	<b>This requirement is satisfied.</b>
y	Severability provisions and statement of assurance that any provision of the charter school contract found by competent authority to be contrary to applicable law, rule, or regulation shall not be enforceable.	<b>This requirement is satisfied.</b>
z	Provision for dissolution of the charter school including disposition of its assets or amendment of its program plan.	<b>This requirement appears to be satisfied.</b>
aa	In the case of the conversion of a public school to a charter conversion school, provision for alternative arrangements for pupils who choose not to attend and teachers who choose not to teach at the charter school.	<b>N/A.</b>

bb	A plan for the education of the school's pupils after the charter school may cease operation.	<b>This requirement appears to be satisfied.</b>
cc	<p>In addition to an application, each charter school applicant, in consultation with the local school board, shall prepare a proposed contract. The contract shall include, but shall not be limited to, the following elements:</p> <ul style="list-style-type: none"> <li>(1) Purpose.</li> <li>(2) Written policies.</li> <li>(3) Authority of trustees.</li> <li>(4) Reporting, fiscal accounting and fiscal audits to be performed by a certified public accountant.</li> <li>(5) Contract agreements.</li> <li>(6) Indemnification.</li> <li>(7) Secular orientation.</li> <li>(8) Non-discrimination.</li> <li>(9) Health and safety.</li> <li>(10) Enrollment.</li> <li>(11) Attendance.</li> <li>(12) Availability of services.</li> <li>(13) Assessment of pupils.</li> <li>(14) Tuition and funding.</li> <li>(15) Property ownership.</li> <li>(16) Records.</li> <li>(17) Severability in accordance with subparagraph (y) above.</li> <li>(18) Assignment of contract.</li> <li>(19) Insurance.</li> <li>(20) Revocation.</li> <li>(21) Amendment.</li> <li>(22) Renewal.</li> <li>(23) Entire agreement.</li> <li>(24) Location, which shall be identified prior to submission to the legislative body.</li> </ul>	<b>N/A.</b>
dd	Proposed accountability plan	<b>This requirement appears to be satisfied.</b>

## Gathering Waters Chartered Public School

### Response to Legal Review 10.22.2020

	Element	Issue	Revisions Made to Charter Application	Charter Page Number
<b>1.</b>	Application filing formalities (Ed 318.08(a) – (g))	The letter of intent, accompanying the application, contains a different proposed charter school name and different proposed grade levels than those contained in the application. The letter may not comply with Ed 318.08(b), which requires the letter to contain the proposed charter school name and proposed grade levels. In addition, the cover page of the application does not contain an alternate telephone number as required by Ed 318.08(f)(6).	New Letter of Intent submitted.	
<b>5.</b>	Ed 318.08(j)(1) – (7):v	This subsection is likely not satisfied, as the applicant failed to state that the school will provide required services under RSA 194-B:8, IV in the event the applicant provides the only available public education services at a specific grade level in a school district.	Completed: See revised section 14 k page 49 of the application	Page 49
<b>(b)</b>	RSA 194-B:3, II (a) – (dd)	This requirement is partially satisfied. The application outlines the roles and responsibilities of each of the school’s governing bodies including the Board of Trustees, the Administration, and the Leadership Council. Specifically, the Board of Trustees is tasked with providing legal and fiscal oversight, as well as carrying out the school’s vision through the adoption of policies and guidelines. The Leadership Council is tasked with training and	Completed: See New Organizational chart Section 4 d p 12 of the application	Page 12

		<p>supervising the faculty, as well as the development and review of curriculum, and the Administration is tasked with managing the school’s day-to-day operations. The organizational chart, however, does not align with the description of the governance structure. For example, the chart does not reference the Leadership Council or the dual role of the Lead Administrator.</p>		
<b>(l)</b>	RSA 194-B:3, II (a) – (dd)	<p>l) Pupil transportation plan (§ l): This requirement is partially satisfied. The application does not indicate that the applicant, using its own resources, will provide transportation for students outside of the district, as required by the statute. Specifically, under RSA 194:B-3(II)(l) the application must include a “reasonable provision from the chartered public school’s own resources for transportation of pupils residing outside the district in which the chartered public school is physically located.” The application only states that the school will offer to help students outside of the district by forming carpool groups and encouraging biking and walking. Further, while the application references the school’s intent to seek funding for transportation, including the purchase of two 15-passenger vans, the budget does not reflect this intent.</p>	<p>Completed: Added statement in the charter that states that the school will help parents organize car pools and other transportation support you will provide.</p> <p>See Section 6 m p. 39 of the application</p>	Page 39
<b>(m)</b>	RSA 194-B:3, II (a) – (dd)	<p>m) Statement of assurances related to nondiscrimination (§ m): This requirement is partially satisfied. The application includes a statement prohibiting discrimination but does not include all protected classes, including</p>	<p>Completed: See section 14 c page 47 of the application</p>	Page 47

		genetic information, pregnancy, and pregnancy-related medical conditions.		
<b>(r)</b>	RSA 194-B:3, II (a) – (dd)	r) Annual budget (§ r): This requirement is partially satisfied. This section meets the statutory requirement by providing a five-year budget with appropriate increases in expenses over time. The budget also contains a start-up budget. While most expenses discussed in the application appear to be reflected in the budget, the budget does not include expenses for professional contract services.	Completed: New budget	Appendix Q



**Chartered Public School Application Evaluation Rubric**

Applicant Details		
<b>Name of School: GATHERING WATERS PUBLIC CHARTER SCHOOL</b> <b>Development Team Contact: Gabrielle Schuerman</b> <b>Address: 37 Grant Street, Keene, NH 03431</b> <b>Phone: (603) 852-2718</b>		
Date:		
<b>Reviewer Name and Title: Anthony T. Polito, Board of Directors, Granite State Arts Academy, former Supt/Schools, Athol, MA</b> <b>Email: <a href="mailto:atpolito3@aol.com">atpolito3@aol.com</a>, <a href="mailto:a.polito@gsaanh.com">a.polito@gsaanh.com</a></b> <b>Phone: (978) 821-3256</b>		
Final Evaluation and Recommendation <i>(to be completed once application evaluation is complete)</i>		
✓	Recommendation	Overall Evaluation
<b>X</b>	<b>Approve</b>	The application clearly demonstrates a thorough, realistic, and achievable plan with the capacity to open and operate an innovative, quality charter school.
	<b>Tabled to a Future Meeting</b>	The plan has potential, however, a number of critical areas require clarification, modification or additional information.
	<b>Deny</b>	The application lacks clarity, meaningful detail, demonstrates a lack of preparation, and raises considerable concerns about the applicant's understanding of the requirements, procedures and processes of opening a chartered public school.
<b>Overall Comments</b>		My recommendation is to approve Gathering Waters. Although, I think they will have some significant challenges (particularly in the post-Covid era, being able to meet all of their goals. But, I am very impressed with their detailed and forthright application, their specificity in how they hope to accomplish their goals, and their level of planning to meet them. I am not sure if the Waldorf model works as a <u>public</u> charter school, but I would never believe that should be held against them. The main issues as I see it are: sustaining their budget through fundraising, maintaining and predicting enrollment from year to year, their ambivalence about standardized testing, and their teacher/administrator/Board evaluation system. However, all of these issues do not predicate that they will not succeed. As a former Charter School Head in NH, I know all of these issues can be resolved with a good board, good administration and good staff. -I wish them luck.

## Evaluation Ratings

Level of Achievement	Description
<b>Meeting</b>	<i>Clear and complete description. Accomplishes requirement(s). Meets expectations.</i>
<b>Not Meeting</b>	<i>Details are not adequate to determine understanding of the requirement; meaning and intentions are not clear or coherent. Significantly lacking in depth. Does not meet requirement(s).</i>

## Application Evaluation Rubric

Application Requirements	Measurement			Comments/Justification for Measurement
Section 1: Requirements for Submitting Application	Page #	Meets ✓	Does Not Meet ✓	Comments
a. Letter of Intent <i>Ed 318.08(a)</i> <i>The letter shall include:</i> <ul style="list-style-type: none"> <li>• date,</li> <li>• proposed charter school name,</li> <li>• proposed grade levels</li> <li>• Contact person and contact details. <i>Ed 318.08(b)</i></li> <li>• Description of the charter school developers</li> </ul>	1	x		<b>Rewritten, rewrite was acceptable.</b>
Section 2: Application Document Requirements	Page #	Meets ✓	Does Not Meet ✓	Comments
a. Application Cover Sheet <i>Ed 318.05(c)(1); Ed 318.08(d)(1)</i> <i>Including:</i> <ol style="list-style-type: none"> <li>(1) The name of the proposed charter school;</li> <li>(2) Name of organization sponsoring the charter school, if any;</li> <li>(3) Name of contact person;</li> <li>(4) Mailing address;</li> <li>(5) Primary telephone;</li> <li>(6) Alternate telephone;</li> <li>(7) Email address;</li> <li>(8) Projected date of school opening;</li> <li>(9) Proposed school location; and</li> <li>(10) Total projected student enrollment broken out per year for 5 years listing the following:                             <ol style="list-style-type: none"> <li>a) School year;</li> <li>b) Grade levels; and</li> <li>c) Number of kindergarten students</li> </ol> </li> </ol>	1	1. X 2. X 3. X 4. X 5. X 6. X 7. X 8. X 9. X 10. X		#10 was acceptable but did not do a great job accounting for student attrition over the years.  #10 a through c were barely acceptable but need to be reviewed after the school's first year.

<i>Ed 318.08(f)</i>				
b. Table of contents, page numbers on each page, one-inch margins and at least 11-point font. <i>Ed 318.08(d)(2)</i>	2	X		
c. Application not to exceed 50 pages, not including appendices, which may include letters of support, a five-year budget, expanded curriculum description. <i>Ed 318.08(e)</i>	--	X		
d. Submit an application comprising of an original, 3 paper copies and an electronic copy to the Charter School Office at the department of Education. <i>Ed 318.08(c)</i>	--	X		
e. The application shall be signed and certified by the sponsoring entity, including title, printed name and date stating, "I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application." <i>Ed 318.08(g)</i>	51	X		
<b>Section 3: Introduction</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. General description and proposed or potential location A clear, focused and compelling purpose for the school that is attainable and supports student achievement; clearly defines the core purpose and key values of the school in a few concise sentences <i>RSA194-B:3,II(a); Ed 318.05(c)(2)</i> (3) <i>There is a description of the school facility provided and includes sufficient detail to indicate that priorities will focus on a facility that is appropriate based on the target location, students to be served, and future growth Ed 318.09(e)(3)</i>	3	X		
b. The name, address, telephone and fax numbers, and email address of a contact person. <i>Ed 318.05(c)(3)</i>	4	X		
c. An identification of the eligible person(s) or entity of the applicant from among those listed in <i>RSA 194-B:3,V. Ed 318.05(c)(4)</i> <i>Persons or entities eligible to submit an application to establish a chartered public school shall include:</i> (a) <i>A nonprofit organization including, but not limited to, a college, university, museum, service club, or similar entity.</i> (b) <i>A group of 2 or more New Hampshire certified teachers.</i> (c) <i>A group of 10 or more parents.</i>	4	X		C a-c are acceptable
d. Education Vision and Mission Statement <i>RSA194-B:3,II(d), Ed 318.09(e)(1)</i> (1) <i>The mission and vision statements express a clear, focused and compelling purpose for the school that is attainable and supports student achievement. It clearly defines the core purpose and key values of the school in a few concise sentences. Ed 318.09(e)</i>	5	X		Acceptable , but I would have like a more differentiation of Gathering Waters as a Public Charter distinct from the Waldorf private model.
e. A summary of the school's focus, including a description of the characteristics, methods and goals of the school. <i>Ed 318.05(c)(9)</i>	5	X		

f. Target population	6	X		
g. Measurable Goals and Objectives for school opening and a timeline for implementation. <i>Ed 318.05(c)(9)</i>	6	X		Well done but they will need to pay attention to state testing for validation.
h. Projected student enrollment for each of the first 5 years of operation. <i>Ed 318.05(c)(6)</i>	7	X		Acceptable but student attrition needs to be examined every year.
i. Students to be served: grade/age levels, maximum number, other information about pupils to be served. <i>RSA194-B:3,II(e); Ed 318.05(c)(5)</i>	7	X		Might be a bit too aggressive with the addition of the high school
j. Educational Need – How this school is different than district public schools and will it be located in an underserved community for educationally disadvantaged, at risk students? List the district, charter and non-public (private) schools currently operating in the general area.	8	X		
k. Any reasons why the prospective board of trustees believes RSA 194-B:3,XII relative to a shortening of deadlines may apply to this case. <i>Ed 318.05(c)(10)</i>	9	X		Yes Covid
<b>Section 4: Governance</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. Governing Board: roles, responsibilities, qualifications, skill set, experience. <i>Ed 318.09(e)(2)</i> <i>There is a clear description of the roles and responsibilities of the governing board, as well as the current members' qualifications, skill set and experience. Ed 318.09(e)(2)</i>	9	x		
b. Method by which trustees and their terms are determined. <i>RSA194-B:3,II(c)</i> <i>There is a clear description of the policies and procedures by which the governing board will operate, as well as their roles and responsibilities, including the process to appoint or elect the initial board members, the decision-making process, term limits, and an organizational plan in order to successfully implement the school's program. Ed 318.09(e)(2)</i>	11	x		
c. Board of Trustees By-Laws <i>Ed 318.09(e)(2)</i> <i>There is a clear description of the policies and procedures by which the governing board will operate. Ed 318.09(e)(2)</i>	11	X		OK, but after the initial year most charters need to review this governance issue to make sure it evolves as the school evolves.
d. Organizational Structure and Growth Plan (Include Organizational Chart) <i>RSA194-B:3,II(b)</i> <i>There is a clear description of an organizational plan in order to successfully implement the school's program. Ed 318.09(e)(2)</i>	11	x		OK after having been redone
e. Fundraising Plan <i>Ed 318.09(e)(11)</i>	13	X		OK, but needs to be revisited based upon State and Federal funding
f. Grievance/complaints Process or Policy	14	X		Well done

Section 5: Education Plan	Page #	Meets ✓	Does Not Meet ✓	Comments
a. Curriculum and Instruction that meets or exceeds state standards in the subject areas offered; clearly defined, research-based with evidence of effectiveness. <i>RSA194-B:3,II(f); Ed 318.09(e)(4)</i> <i>There is a clearly defined, research-based curriculum being proposed with the potential to increase student achievement that meets or exceeds the school's content area standards. Ed 318.09(e)(4)</i>	15	X		Well done, but they need to pay attention to State mandated testing In English/Language Arts, Mathematics and Science.
b. Current research for selecting curriculum <i>Ed 318.09(e)(4)</i>	18	X		I have reviewed the Waldorf model in the literature and find it acceptable.
c. Statement that the school will have available information about its curriculum and policies to all persons, and parents and students considering enrollment. <i>RSA194-B:2,II; Ed 318.07(b)(6)</i> <i>Statement is included with a description of where this will be accessible.</i>	22	X		
d. Measurable Academic Learning Goals and Objectives and timeline for accountability <i>RSA194-B:3,II(g)</i> <i>There are clearly defined high and attainable educational goals and objectives. Ed 318.09 (e)(5).</i> <i>A timeline has been created to ensure accountability for achievement of goals and objectives.</i>	22		X	I reluctantly feel this needs to be increased. They need to consider more frequent accountability to parents more than twice a year written assessments
e. Performance Standards	24	X		Connected to the Common Core
f. Achievement Tests to be used to measure academic and other goal achievement, including, but not limited to, objective measures of literacy and numeracy competencies, including spelling, reading, expository writing, history, geography, science, and mathematics. <i>RSA194-B:3,II(h)</i> <i>There are strategies and achievement tests in place that will be used to measure each student's progress toward meeting the goals and objectives of the school. Ed 318.09 (e)(5).</i>	24	X		I reluctantly found this acceptable but the school needs to rigorously follow this as a public charter school because the Waldorf private schools do not.
g. For Schools offering High School grade levels, graduation requirements sufficient to ensure that the school has provided an adequate education for its pupils. <i>RSA194-B:3,II(i)</i>	26		X	I found the HS %ages of completion of the curriculum a bit low.
h. Student Performance Data Management System ( <i>Cumulative performance over time</i> )	27	X		
i. Daily/weekly Schedule Samples	27	X		
j. Supplemental Programming	28	X		

Section 6: School Operations Plans	Page #	Meets ✓	Does Not Meet ✓	Comments
a. Admissions Procedures <i>RSA194-B:3,II(o)</i> <i>There is a clearly defined description of a student recruiting plan, strategies for reaching the school's targeted population and description of the school's registration policies and procedures including enrollment timeline and lottery process. The enrollment and lottery processes are fair, equitable and nondiscriminatory, and reflect compliance with applicable laws. Ed 318.09(e)(9)</i> <i>A preferential status plan is fair and equitable.</i>	28	X		
• Student Recruitment Plan	29	X		
• Methods for admission which shall not be designed intended or used to discriminate or violate individual civil rights in any manner prohibited by law. Ed 318.07(b)(1)a	29	X		
• Recruitment and enrollment practices to promote inclusion of all students, including by eliminating any barriers to enrollment for educationally disadvantaged students (who include foster youth and unaccompanied homeless youth);	29-30	X		
• Registration policies and procedures including enrollment timeline. Ed 318.09(e)(9)	29-30	X		
• How the school will conduct a lottery selection as provided for in RSA 194-B:9,1(c) and assure that the preferential status, if any, of children of the founding members of the charter school shall be addressed in the admissions process. Ed 318.07(1)(b)	29-30	X		
b. School calendar and the number and duration of days pupils are to be served. <i>RSA194-B:3,II(s)</i>	31	X		
c. Staffing Overview, including qualifications sought for professionals and paraprofessionals: administrators, teachers. <i>RSA194-B:3,II(j)</i> <i>An adequate description is provided on staffing overview and staff member qualifications. Ed 318.09(e)(6)</i>	31-33		X	Certification according the NH State standards is not mentioned in any detail..
d. Employee job description/responsibilities <i>Ed 318.09(e)(6)</i> <i>An adequate description is provided on job descriptions and staff member job responsibilities. Ed 318.09(e)(6)</i>	33	X		Acceptable but will need to reviewed prior to year 2
e. The total number of teachers and the average teacher/student ratio for the first 5 years. <i>ED 318.05(c)(7)</i>	35	X		Barely acceptable but will need review in year 2. Seems like a bit of guesswork here.
f. A description of how the school shall conduct school employee and volunteer background investigations (Criminal records Check) in accordance with <i>RSA 189:13-a. ED 318.07(3)</i>	35	X		
g. Personnel compensation plan, including provisions for leaves and other benefits, if any. <i>RSA194-B:3,II(k): Ed 318.09(e)(6)</i> <i>A benefits compensation plan is outlined in the application. Ed 318.09(e)(6)</i>	35	X		They will need to look at this in light of the Year 1 and Year 2 potential finances and have a plan if they fall short financially.
h. Administration Performance Evaluation	36		X	Not enough detail, not well done

i. Teacher, Paraprofessional Performance Evaluation	36		X	Sketchy not enough detail, too much is left up in the air. No mention of high quality teaching.
j. Professional Development	37	X		Barely acceptable too wide open.
k. Philosophy of Student Governance and Discipline RSA194-B:3,II(p)	37	X		Just OK
l. Age appropriate due process procedures to be used for disciplinary matters including suspension and expulsion. <i>RSA194-B:3,II(p)</i> <i>There is a clear description of the school's proposed policies and due process procedures for student discipline, suspension, or expulsion that meets applicable law. Ed 318.09(e)(10)</i>	38		X	Unsure of the viability of their student involvement in this. A reluctant acceptable here. No mention of Federal and State mandated due process provisions or referral to same.
m. Student transportation plan, both inside and outside of district, including reasonable provisions from the charter school's own resources for transportation of pupils residing outside the district in which the charter school is physically located. <i>RSA194_B:3,II(l)</i> <i>Student transportation needs are considered and adequate plans are in place to address those needs. In the application, there is acceptance that the charter school will take responsibility for any additional costs surrounding transportation in compliance with state and federal requirements. 318.09(e)(7)</i>	38	X		OK after a rewrite.
n. Student, Staff Handbooks	39	X		
o. Student Information System	39	X		
<b>Section 7: Meeting Student Needs</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. Special Education: Method of coordinating with a pupil's LEA responsible for matters pertaining to any required special education programs or services including method of compliance with all federal and state laws pertaining to children with disabilities. <i>RSA194_B:3,II(n)</i> <i>Strategies are in place to meet individual student needs and to ensure that the appropriate services will be provided in compliance with state and federal requirements for special education. 318.09(e)(8)</i>	39	X		Acceptable. However because of the stress that exists between charter schools and sending public schools, this will have to be closely monitored and possible rewritten in year 2.
b. Other educationally disabled and economically disadvantaged/at risk includes: <i>Ed 318.07(1)(c)</i>	40	X		
• Educationally Disadvantaged	40	X		
• English Language Learners (ELL)	40	X		
• Neglected or Delinquent	40	X		
• Homeless Students	40	X		
• Migrant and Refugee populations	40	X		
c. <i>Additional Academic support and credit recovery: strategies for improving student achievement and closing achievement gaps</i>	41	X		
d. <i>Federal Title Programs</i>	41			

<b>Section 8: Financial Management</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. Method of Administering Fiscal Accounts and Reporting, including a provision requiring fiscal audits and reports to be performed by an independent certified public accountant. <i>RSA194-B:3,II(q)</i> <i>Includes a clear description of the internal financial management for a 5 year operating budget, a description of who will manage the school finances, reporting requirements and audits, and how financial resources will be properly managed with safeguards is provided. Ed 318.09(e)(11)</i>	41	X		
b. Annual Budget: including all sources of funding (also include a proposed five-year budget containing revenue and expenditures) <i>Ed 318.09(e)(11)</i> <i>There is a detailed 5-year budget that includes the start-up budget, and that contains revenue projections, expenses and anticipated fund balances based upon the projected student enrollment. Ed 318.09(e)(11)</i>	41	X		
c. Budget Narrative: providing a justification for the budget. <i>Ed 318.09(e)(11)</i> <i>A detailed budget narrative Ed 318.09(e)(11)</i>	41	X		Reluctantly accepted because there is no real plan if Fed and State funds are not there.
<b>Section 9: School Culture</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. School Environment: culturally inclusive	42	X		
b. Establishment and maintenance of School Culture	42	X		
<b>Section 10: Stakeholder Engagement</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. Philosophy of parent (Family) Involvement and related plans and procedures. <i>RSA194-B:3,II(v)</i> <i>There is a clear description of the school's purpose, expectations and plans for parent involvement. Ed 318.09(e)(10)</i> <i>There are clearly defined plans for parent involvement relating to implementation and action steps of the proposed charter school. Ed318.09(e)(12)</i>	43	X		
b. Community Involvement Plan including Partnerships <i>Ed 318.09(e)(10); Ed 318.09(e)(12)</i> <i>There is a clear description of the school's purpose, expectations and plans for community outreach and involvement and the creation of partnerships with surrounding school districts, organizations and businesses and community leaders. Ed 318.09(e)(10); Ed 318.09(e)(12)</i>	43	X		
c. LEA Partnerships <i>Ed 318.09(e)(12)</i> <i>There is a clearly defined plan for community outreach and the creation of partnerships with surrounding school districts. Ed 318.09(e)(12)</i>	43	X		Particularly like the projected connections with other charter schools.
<b>Section 11: Facilities</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>

a. Whether the applicant has access to a facility suitable for the school and, if not, how the applicant intends to provide a physical location for the school. ED 318.05(c)(9) <i>There is a clear description of the school facility provided and includes sufficient detail to indicate that priorities will focus on a facility that is appropriate based on the target location, students to be served, and future growth. Ed 318.09(e)(3)</i>	44		X	Nothing listed here
b. Description of school requirements	44	X		
c. Classroom, Offices, Athletics, Outdoor Needs Plan	44	X		Barely acceptable but a bit unclear as to what they are going to do here.
d. Plans for facilities lease or purchase	45		X	No details here
<b>Section 12: School Safety Management Plan</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. Emergency Operations Plan – Statement of assurance that this plan will be completed and submitted to the NH Homeland Security and Emergency Management portal prior to school opening	45	X		
b. A statement that, the school facilities shall comply with all federal and state health and safety laws, rules, and regulations, including, but not limited to: <ul style="list-style-type: none"> <li>• Fire safety</li> <li>• Heating, ventilating, and air conditioning (HVAC)</li> <li>• Plumbing</li> <li>• Electrical</li> <li>• Food Service</li> <li>• ADA (Americans with Disabilities Act)</li> </ul> <i>RSA 194-B:8,II; ED 318.07(b)(4)</i>	45	X		
<b>Section 13: Communication Plan</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. A plan to develop and disseminate information to assist parents and pupils with decision-making about their choice of school. <i>RSA194-B:3,II(w)</i>	46	X		
b. A plan to develop and disseminate best practices to charter schools, LEAs and the wider community.	46	X		Acceptable but weak with no real details here.
c. A plan for timely and regular communication with families and school stakeholders about ongoing school business, events, student performance.	46	X		
<b>Section 14: Assurances, Provisions, Policies</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. A global hold-harmless clause that states: A charter school, its successors and assigns, covenants and agrees at all times to indemnify and hold harmless the (school district), any other school district which sends its students to the charter school, and their schools boards , officers, directors, agents, employees, all funding districts and sources, and their successors and assigns, (the “indemnified parties”) from any and all claims, demands, actions and causes of action,	46	X		

whether in law or in equity, and all damages, costs, losses and expenses, including but not limited to reasonable attorney's fees and legal costs, for any action or inaction of the charter school, its board, officers, employees, agents, representatives, contractors, guests, and invitees, or pupils. <i>RSA194-B:3,II(x)</i>				
b. Severability provisions and statement of assurance that any provision of the charter school contract found by competent authority to be contrary to applicable law, rule, or regulation shall not be enforceable. <i>RSA194-B:3,II(y)</i>	47	X		
c. Statement of assurances related to nondiscrimination according to relevant state and federal laws. <i>193-B:3, II(m)</i>	47	X		
d. Provision for providing continuing evidence of adequate insurance coverage. <i>RSA194-B:3,II(t)</i>	47	X		
e. Identity of consultants to be used for various services, if known, or the qualifications or certifications of consultants not identified by name. <i>RSA194-B:3,II(u)</i>	47	X		
f. A policy and procedure that either sets forth the guidelines for the optional contracting of services with the host school district in sharing transportation, athletic, maintenance and other services and facilities, or states how and why the school declines to choose the option. <i>ED 318.07(b)(2); RSA 194-B:5, V; RSA 194-B:8, VII</i>	48	X		Should be noted that these should be reviewed annually. But it is acceptable.
g. Statements that the school will develop, prior to opening, policies regarding the following: <ul style="list-style-type: none"> <li>• Records retention;</li> <li>• Promoting school safety including: <ul style="list-style-type: none"> <li>○ Reporting of suspected abuse or neglect;</li> <li>○ Sexual harassment,</li> <li>○ Pupil safety and violence prevention;</li> <li>○ Limiting the use of child restraint practices; and</li> <li>○ Developmentally appropriate daily physical activity</li> </ul> </li> </ul> <i>Ed 318.08(j)(7)</i>	48	X		
h. Provision for dissolution of the charter school including disposition of its assets or amendment of its program plan, and a plan for the education of the school's pupils after the charter school may cease operation. <i>RSA194-B:3,II(z)</i>	48	X		
i. In the case of the conversion of a public school to a chartered conversion school, provision for alternative arrangements for pupils who choose not to attend and teachers who choose not to teach at the charter school. <i>RSA194-B:3,II(aa)</i>	49	X		
j. A plan for the education of the school's pupils after the charter school may cease operation. <i>RSA194-B:3,II(bb)</i>	49	X		
k. A statement that a chartered public school providing the only available public education services at a specific grade level in a school district shall offer those educational services to all resident pupils of that grade level. <i>RSA-B:8, IV; ED 318.07(b)(5)</i>	49	X		
l. An outline of the proposed accountability plan which clarifies expectations for evaluating the school's program, and which contains an acknowledgement that a full accountability plan shall be developed and ready to implement prior to the date of opening. <i>RSA194-B:3,II(dd)</i>	49	X		<i>In the appendix</i>

Include organizational, programmatic and educational goals and objectives, accountability measures and a timeline for implementation				
<b>Section 15: Letters of Support</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. From business and community leaders, elected officials, local school districts, parents. <i>Ed 318.09(e)(12)</i> <i>There is included a plan to acquire letters of support from parents, business and community leaders, elected officials and/or local school districts. Ed 318.09(e)(12)</i>	<i>Appendix</i>	X		
<b>Section 16: Charter School Opening</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
Timeline for Opening	50	X		
<b>Section 17: Signed and Certified Application</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
Complete Application	51	X		
Signed by all members of the Development Team	51	X		



### Chartered Public School Application Evaluation Rubric

Applicant Details		
<b>Name of School: Gathering Waters</b> <b>Development Team Contact:</b> <b>Address:</b> <b>Phone:</b>		
Date: 10/28/2020		
<b>Reviewer Name and Title: Kimberly Lavallee</b> <b>Email: Kimberly.lavallee@tfanh.org</b> <b>Phone: 603-321-4715</b>		
Final Evaluation and Recommendation <i>(to be completed once application evaluation is complete)</i>		
✓	Recommendation	Overall Evaluation
X	Approve	The application clearly demonstrates a thorough, realistic, and achievable plan with the capacity to open and operate an innovative, quality charter school.
	Tabled to a Future Meeting	The plan has potential, however, a number of critical areas require clarification, modification or additional information.
	Deny	The application lacks clarity, meaningful detail, demonstrates a lack of preparation, and raises considerable concerns about the applicant's understanding of the requirements, procedures and processes of opening a chartered public school.
Overall Comments		
Evaluation Ratings		
Level of Achievement	Description	
Meeting	Clear and complete description. Accomplishes requirement(s). Meets expectations.	
Not Meeting	Details are not adequate to determine understanding of the requirement; meaning and intentions are not clear or coherent. Significantly lacking in depth. Does not meet requirement(s).	

Application Evaluation Rubric				
Application Requirements	Measurement			Comments/Justification for Measurement
Section 1: Requirements for Submitting Application	Page #	Meets ✓	Does Not Meet ✓	Comments
<p>a. Letter of Intent <i>Ed 318.08(a)</i>  <i>The letter shall include:</i></p> <ul style="list-style-type: none"> <li>• <i>date,</i></li> <li>• <i>proposed charter school name,</i></li> <li>• <i>proposed grade levels</i></li> <li>• <i>Contact person and contact details. Ed 318.08(b)</i></li> <li>• <i>Description of the charter school developers</i></li> </ul>		X		The letter meets the requirements.
Section 2: Application Document Requirements	Page #	Meets ✓	Does Not Meet ✓	Comments
<p>a. Application Cover Sheet  <i>Ed 318.05(c)(1); Ed 318.08(d)(1)</i>  <i>Including:</i></p> <ol style="list-style-type: none"> <li>(1) <i>The name of the proposed charter school;</i></li> <li>(2) <i>Name of organization sponsoring the charter school, if any;</i></li> <li>(3) <i>Name of contact person;</i></li> <li>(4) <i>Mailing address;</i></li> <li>(5) <i>Primary telephone;</i></li> <li>(6) <i>Alternate telephone;</i></li> <li>(7) <i>Email address;</i></li> <li>(8) <i>Projected date of school opening;</i></li> <li>(9) <i>Proposed school location; and</i></li> <li>(10) <i>Total projected student enrollment broken out per year for 5 years listing the following:</i> <ol style="list-style-type: none"> <li>a) <i>School year;</i></li> <li>b) <i>Grade levels; and</i></li> <li>c) <i>Number of kindergarten students</i></li> </ol> </li> </ol> <p><i>Ed 318.08(f)</i></p>		X		The application cover sheet meets the requirements.
<p>b. Table of contents, page numbers on each page, one-inch margins and at least 11-point font. <i>Ed 318.08(d)(2)</i></p>		X		
<p>c. Application not to exceed 50 pages, not including appendices, which may include letters of support, a five-year budget, expanded curriculum description. <i>Ed 318.08(e)</i></p>		X		
<p>d. Submit an application comprising of an original, 3 paper copies and an electronic copy to the Charter School Office at the department of Education. <i>Ed 318.08(c)</i></p>		X		

e. The application shall be signed and certified by the sponsoring entity, including title, printed name and date stating, "I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application." <i>Ed 318.08(g)</i>		X		
<b>Section 3: Introduction</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. General description and proposed or potential location A clear, focused and compelling purpose for the school that is attainable and supports student achievement; clearly defines the core purpose and key values of the school in a few concise sentences <i>RSA194-B:3,II(a); Ed 318.05(c)(2)</i> <i>(3) There is a description of the school facility provided and includes sufficient detail to indicate that priorities will focus on a facility that is appropriate based on the target location, students to be served, and future growth Ed 318.09(e)(3)</i>		X		The charter outlines a location with sufficient support and opportunity in the area. The amount and type of space needed has been considered for the students and future growth.
b. The name, address, telephone and fax numbers, and email address of a contact person. <i>Ed 318.05(c)(3)</i>		X		
c. An identification of the eligible person(s) or entity of the applicant from among those listed in <i>RSA 194-B:3,V. Ed 318.05(c)(4)</i> <i>Persons or entities eligible to submit an application to establish a chartered public school shall include:</i> <i>(a) A nonprofit organization including, but not limited to, a college, university, museum, service club, or similar entity.</i> <i>(b) A group of 2 or more New Hampshire certified teachers.</i> <i>(c) A group of 10 or more parents.</i>		X		Ten parents are clearly identified as the group to sponsor the school.
d. Education Vision and Mission Statement <i>RSA194-B:3,II(d), Ed 318.09(e)(1)</i> <i>(1) The mission and vision statements express a clear, focused and compelling purpose for the school that is attainable and supports student achievement. It clearly defines the core purpose and key values of the school in a few concise sentences. Ed 318.09(e)</i>		X		The mission and vision are very clear, focused and support a compelling purpose for the school.
e. A summary of the school's focus, including a description of the characteristics, methods and goals of the school. <i>Ed 318.05(c)(9)</i>		X		The summary of the school's focus is very clear.
f. Target population		X		Area population seems to support total projections.
g. Measurable Goals and Objectives for school opening and a timeline for implementation. <i>Ed 318.05(c)(9)</i>		X		Measurable goals and object for the school opening and timeline are clear.
h. Projected student enrollment for each of the first 5 years of operation. <i>Ed 318.05(c)(6)</i>		X		The enrollment projections are clear for the first 5 years of operation. The program has the

				ability to easily integrate new students at any level to off set attrition.
<i>i.</i> Students to be served: grade/age levels, maximum number, other information about pupils to be served. <i>RSA194-B:3,II(e); Ed 318.05(c)(5)</i>		X		This is clearly defined.
<i>j.</i> Educational Need – How this school is different than district public schools and will it be located in an underserved community for educationally disadvantaged, at risk students? List the district, charter and non-public (private) schools currently operating in the general area.		X		The charter clearly defines the difference and references surrounding schools, both public and private.
<i>k.</i> Any reasons why the prospective board of trustees believes RSA 194-B:3,XII relative to a shortening of deadlines may apply to this case. <i>Ed 318.05(c)(10)</i>		X		The charter indicates reasons for expediting the approval process.
<b>Section 4: Governance</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
<i>a.</i> Governing Board: roles, responsibilities, qualifications, skill set, experience. <i>Ed 318.09(e)(2)</i> <i>There is a clear description of the roles and responsibilities of the governing board, as well as the current members' qualifications, skill set and experience. Ed 318.09(e)(2)</i>		X		
<i>b.</i> Method by which trustees and their terms are determined. <i>RSA194-B:3,II(c)</i> <i>There is a clear description of the policies and procedures by which the governing board will operate, as well as their roles and responsibilities, including the process to appoint or elect the initial board members, the decision-making process, term limits, and an organizational plan in order to successfully implement the school's program. Ed 318.09(e)(2)</i>		X		
<i>c.</i> Board of Trustees By-Laws <i>Ed 318.09(e)(2)</i> <i>There is a clear description of the policies and procedures by which the governing board will operate. Ed 318.09(e)(2)</i>		X		
<i>d.</i> Organizational Structure and Growth Plan (Include Organizational Chart) <i>RSA194-B:3,II(b)</i> <i>There is a clear description of an organizational plan in order to successfully implement the school's program. Ed 318.09(e)(2)</i>		X		
<i>e.</i> Fundraising Plan <i>Ed 318.09(e)(11)</i>		X		The timeline and amount budgeted for fundraising is very tight. The charter includes a position for a professional grant writer. The budget also includes funds from the federal charter start up grant that was awarded to the State of New Hampshire and is pending.
<i>f.</i> Grievance/complaints Process or Policy				

Section 5: Education Plan	Page #	Meets ✓	Does Not Meet ✓	Comments
<p>a. Curriculum and Instruction that meets or exceeds state standards in the subject areas offered; clearly defined, research-based with evidence of effectiveness. <i>RSA194-B:3,II(f); Ed 318.09(e)(4)</i>  <i>There is a clearly defined, research-based curriculum being proposed with the potential to increase student achievement that meets or exceeds the school's content area standards. Ed 318.09(e)(4)</i></p>		X		
<p>b. Current research for selecting curriculum <i>Ed 318.09(e)(4)</i></p>		X		
<p>c. Statement that the school will have available information about its curriculum and policies to all persons, and parents and students considering enrollment. <i>RSA194-B:2,II; Ed 318.07(b)(6)</i>  <i>Statement is included with a description of where this will be accessible.</i></p>		X		
<p>d. Measurable Academic Learning Goals and Objectives and timeline for accountability <i>RSA194-B:3,II(g)</i>  <i>There are clearly defined high and attainable educational goals and objectives. Ed 318.09 (e)(5).</i>  <i>A timeline has been created to ensure accountability for achievement of goals and objectives.</i></p>		X		
<p>e. Performance Standards</p>		X		The charter has reasonable standards based on the location and performance of surrounding schools.
<p>f. Achievement Tests to be used to measure academic and other goal achievement, including, but not limited to, objective measures of literacy and numeracy competencies, including spelling, reading, expository writing, history, geography, science, and mathematics. <i>RSA194-B:3,II(h)</i>  <i>There are strategies and achievement tests in place that will be used to measure each student's progress toward meeting the goals and objectives of the school. Ed 318.09 (e)(5).</i></p>		X		
<p>g. For Schools offering High School grade levels, graduation requirements sufficient to ensure that the school has provided an adequate education for its pupils. <i>RSA194-B:3,II(i)</i></p>		X		
<p>h. Student Performance Data Management System (<i>Cumulative performance over time</i>)</p>		X		
<p>i. Daily/weekly Schedule Samples</p>		X		
<p>j. Supplemental Programming</p>		X		
Section 6: School Operations Plans	Page #	Meets ✓	Does Not Meet ✓	Comments
<p>a. Admissions Procedures <i>RSA194-B:3,II(o)</i>  <i>There is a clearly defined description of a student recruiting plan, strategies for reaching the school's targeted population and description of the school's registration policies and procedures including enrollment timeline and lottery process. The enrollment and lottery</i></p>		X		Admissions is clearly defined and includes the steps for a lottery, siblings and 15 students from founders, employees and other related parties.

processes are fair, equitable and nondiscriminatory, and reflect compliance with applicable laws. Ed 318.09(e)(9) A preferential status plan is fair and equitable.				
• Student Recruitment Plan		X		
• Methods for admission which shall not be designed intended or used to discriminate or violate individual civil rights in any manner prohibited by law. Ed 318.07(b)(1)a		X		
• Recruitment and enrollment practices to promote inclusion of all students, including by eliminating any barriers to enrollment for educationally disadvantaged students (who include foster youth and unaccompanied homeless youth);		X		
• Registration policies and procedures including enrollment timeline. Ed 318.09(e)(9)		X		The timeline is clear.
• How the school will conduct a lottery selection as provided for in RSA 194-B:9,1(c) and assure that the preferential status, if any, of children of the founding members of the charter school shall be addressed in the admissions process. Ed 318.07(1)(b)		X		The charter has defined the lottery and how many children of founding members will be allowed.
b. School calendar and the number and duration of days pupils are to be served. RSA194-B:3,II(s)		X		The charter indicates they will follow the district in which they are located.
c. Staffing Overview, including qualifications sought for professionals and paraprofessionals: administrators, teachers. RSA194-B:3,II(j) An adequate description is provided on staffing overview and staff member qualifications. Ed 318.09(e)(6)		X		Staffing overview and qualifications are clearly defined.
d. Employee job description/responsibilities Ed 318.09(e)(6) An adequate description is provided on job descriptions and staff member job responsibilities. Ed 318.09(e)(6)		X		Outlines for each position are defined.
e. The total number of teachers and the average teacher/student ratio for the first 5 years. ED 318.05(c)(7)		X		The average teacher/student ratio is defined in the charter.
f. A description of how the school shall conduct school employee and volunteer background investigations (Criminal records Check) in accordance with RSA 189:13-a. ED 318.07(3)		X		This requirement is met in accordance with RSA 189:13-a.
g. Personnel compensation plan, including provisions for leaves and other benefits, if any. RSA194-B:3,II(k): Ed 318.09(e)(6) A benefits compensation plan is outlined in the application. Ed 318.09(e)(6)		X		A compensation plan is included and outlines benefits and PTO.
h. Administration Performance Evaluation		X		
i. Teacher, Paraprofessional Performance Evaluation		X		
j. Professional Development		X		
k. Philosophy of Student Governance and Discipline RSA194-B:3,II(p)		X		
l. Age appropriate due process procedures to be used for disciplinary matters including suspension and expulsion. RSA194-B:3,II(p) There is a clear description of the school's proposed policies and due process procedures for student discipline, suspension, or expulsion that meets applicable law. Ed 318.09(e)(10)		X		The charter provides an outline and references the handbook for additional information.
m. Student transportation plan, both inside and outside of district, including reasonable provisions from the charter school's own resources for transportation of pupils residing outside the district in which the charter school is physically located. RSA194_B:3,II(l)		X		

<i>Student transportation needs are considered and adequate plans are in place to address those needs. In the application, there is acceptance that the charter school will take responsibility for any additional costs surrounding transportation in compliance with state and federal requirements. 318.09(e)(7)</i>				
<i>n. Student, Staff Handbooks</i>		X		
<i>o. Student Information System</i>		X		
<b>Section 7: Meeting Student Needs</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
<i>a. Special Education: Method of coordinating with a pupil's LEA responsible for matters pertaining to any required special education programs or services including method of compliance with all federal and state laws pertaining to children with disabilities. RSA194_B:3,II(n) Strategies are in place to meet individual student needs and to ensure that the appropriate services will be provided in compliance with state and federal requirements for special education. 318.09(e)(8)</i>		X		
<i>b. Other educationally disabled and economically disadvantaged/at risk includes: Ed 318.07(1)(c)</i>		X		
• <i>Educationally Disadvantaged</i>		X		
• <i>English Language Learners (ELL)</i>		X		
• <i>Neglected or Delinquent</i>		X		
• <i>Homeless Students</i>		X		This is in the budget.
• <i>Migrant and Refugee populations</i>		X		
<i>c. Additional Academic support and credit recovery: strategies for improving student achievement and closing achievement gaps</i>		X		
<i>d. Federal Title Programs</i>		X		
<b>Section 8: Financial Management</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
<i>a. Method of Administering Fiscal Accounts and Reporting, including a provision requiring fiscal audits and reports to be performed by an independent certified public accountant. RSA194-B:3,II(q) Includes a clear description of the internal financial management for a 5 year operating budget, a description of who will manage the school finances, reporting requirements and audits, and how financial resources will be properly managed with safeguards is provided. Ed 318.09(e)(11)</i>		X		It meets the general requirements under RSA 194-B3,II(q).  Several recommendations are to include the cost of an audit and insurance for liability and board E&O during the start up year.
<i>b. Annual Budget: including all sources of funding (also include a proposed five-year budget containing revenue and expenditures) Ed 318.09(e)(11) There is a detailed 5-year budget that includes the start-up budget, and that contains revenue projections, expenses and anticipated fund balances based upon the projected student enrollment. Ed 318.09(e)(11)</i>		X		Reference to Title funding is in the budget but Title 1A and Title 4 remain blank in the 5 year projections. The grant for \$1,200,000 during startup is partially dependent on the federal start up grant. The school has

				plans to hire a professional grant writer but may have a significant gap in funding without the federal charter start up grant.
c. Budget Narrative: providing a justification for the budget. <i>Ed 318.09(e)(11)</i> <i>A detailed budget narrative Ed 318.09(e)(11)</i>		X		The charter school is not a district.
<b>Section 9: School Culture</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. School Environment: culturally inclusive		X		
b. Establishment and maintenance of School Culture		X		
<b>Section 10: Stakeholder Engagement</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. Philosophy of parent (Family) Involvement and related plans and procedures. <i>RSA194-B:3,II(v)</i> <i>There is a clear description of the school's purpose, expectations and plans for parent involvement. Ed 318.09(e)(10)</i> <i>There are clearly defined plans for parent involvement relating to implementation and action steps of the proposed charter school. Ed318.09(e)(12)</i>		X		The charter meets RSA 194-B:3 II (v). The purpose of the school and parental involvement is clear.
b. Community Involvement Plan including Partnerships <i>Ed 318.09(e)(10); Ed 318.09(e)(12)</i> <i>There is a clear description of the school's purpose, expectations and plans for community outreach and involvement and the creation of partnerships with surrounding school districts, organizations and businesses and community leaders. Ed 318.09(e)(10); Ed 318.09(e)(12)</i>		X		The charter has over 100 contacts and has begun reaching out to public schools in the area.
c. LEA Partnerships <i>Ed 318.09(e)(12)</i> <i>There is a clearly defined plan for community outreach and the creation of partnerships with surrounding school districts. Ed 318.09(e)(12)</i>		X		The charter group has begun the process of reaching out to local districts. They have included line items regarding contracted services for students with an IEP.
<b>Section 11: Facilities</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. Whether the applicant has access to a facility suitable for the school and, if not, how the applicant intends to provide a physical location for the school. <i>ED 318.05(c)(9)</i> <i>There is a clear description of the school facility provided and includes sufficient detail to indicate that priorities will focus on a facility that is appropriate based on the target location, students to be served, and future growth. Ed 318.09(e)(3)</i>		X		The charter outlines the type of space the school is seeking.
b. Description of school requirements		X		
c. Classroom, Offices, Athletics, Outdoor Needs Plan		X		
d. Plans for facilities lease or purchase		X		Plans for a facility are ongoing and property taxes have been estimated in the budget.

Section 12: School Safety Management Plan	Page #	Meets ✓	Does Not Meet ✓	Comments
a. Emergency Operations Plan – Statement of assurance that this plan will be completed and submitted to the NH Homeland Security and Emergency Management portal prior to school opening		X		
b. A statement that, the school facilities shall comply with all federal and state health and safety laws, rules, and regulations, including, but not limited to: <ul style="list-style-type: none"> <li>• Fire safety</li> <li>• Heating, ventilating, and air conditioning (HVAC)</li> <li>• Plumbing</li> <li>• Electrical</li> <li>• Food Service</li> <li>• ADA (Americans with Disabilities Act)</li> </ul> <i>RSA 194-B:8,II; ED 318.07(b)(4)</i>		X		
Section 13: Communication Plan	Page #	Meets ✓	Does Not Meet ✓	Comments
a. A plan to develop and disseminate information to assist parents and pupils with decision-making about their choice of school. <i>RSA194-B:3,II(w)</i>		X		
b. A plan to develop and disseminate best practices to charter schools, LEAs and the wider community.		X		
c. A plan for timely and regular communication with families and school stakeholders about ongoing school business, events, student performance.		X		
Section 14: Assurances, Provisions, Policies	Page #	Meets ✓	Does Not Meet ✓	Comments
a. A global hold-harmless clause that states: A charter school, its successors and assigns, covenants and agrees at all times to indemnify and hold harmless the (school district), any other school district which sends its students to the charter school, and their schools boards , officers, directors, agents, employees, all funding districts and sources, and their successors and assigns, (the “indemnified parties”) from any and all claims, demands, actions and causes of action, whether in law or in equity, and all damages, costs, losses and expenses, including but not limited to reasonable attorney’s fees and legal costs, for any action or inaction of the charter school, its board, officers, employees, agents, representatives, contractors, guests, and invitees, or pupils. <i>RSA194-B:3,II(x)</i>		X		
b. Severability provisions and statement of assurance that any provision of the charter school contract found by competent authority to be contrary to applicable law, rule, or regulation shall not be enforceable. <i>RSA194-B:3,II(y)</i>		X		
c. Statement of assurances related to nondiscrimination according to relevant state and federal laws. <i>193-B:3, II(m)</i>		X		

d. Provision for providing continuing evidence of adequate insurance coverage. <i>RSA194-B:3,II(t)</i>		X		
e. Identity of consultants to be used for various services, if known, or the qualifications or certifications of consultants not identified by name. <i>RSA194-B:3,II(u)</i>		X		
f. A policy and procedure that either sets forth the guidelines for the optional contracting of services with the host school district in sharing transportation, athletic, maintenance and other services and facilities, or states how and why the school declines to choose the option. <i>ED 318.07(b)(2); RSA 194-B:5, V; RSA 194-B:8, VII</i>		X		
g. Statements that the school will develop, prior to opening, policies regarding the following: <ul style="list-style-type: none"> <li>• Records retention;</li> <li>• Promoting school safety including: <ul style="list-style-type: none"> <li>○ Reporting of suspected abuse or neglect;</li> <li>○ Sexual harassment,</li> <li>○ Pupil safety and violence prevention;</li> <li>○ Limiting the use of child restraint practices; and</li> <li>○ Developmentally appropriate daily physical activity</li> </ul> </li> </ul> <i>Ed 318.08(j)(7)</i>		X		
h. Provision for dissolution of the charter school including disposition of its assets or amendment of its program plan, and a plan for the education of the school's pupils after the charter school may cease operation. <i>RSA194-B:3,II(z)</i>		X		
i. In the case of the conversion of a public school to a chartered conversion school, provision for alternative arrangements for pupils who choose not to attend and teachers who choose not to teach at the charter school. <i>RSA194-B:3,II(aa)</i>		X		
j. A plan for the education of the school's pupils after the charter school may cease operation. <i>RSA194-B:3,II(bb)</i>		X		
k. A statement that a chartered public school providing the only available public education services at a specific grade level in a school district shall offer those educational services to all resident pupils of that grade level. <i>RSA-B:8, IV; ED 318.07(b)(5)</i>		X		
l. An outline of the proposed accountability plan which clarifies expectations for evaluating the school's program, and which contains an acknowledgement that a full accountability plan shall be developed and ready to implement prior to the date of opening. <i>RSA194-B:3,II(dd)</i> Include organizational, programmatic and educational goals and objectives, accountability measures and a timeline for implementation		X		
<b>Section 15: Letters of Support</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. From business and community leaders, elected officials, local school districts, parents. <i>Ed 318.09(e)(12)</i> <i>There is included a plan to acquire letters of support from parents, business and community leaders, elected officials and/or local school districts. Ed 318.09(e)(12)</i>		X		

<b>Section 16: Charter School Opening</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
Timeline for Opening		X		
<b>Section 17: Signed and Certified Application</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
Complete Application		X		
Signed by all members of the Development Team		X		



### Chartered Public School Application Evaluation Rubric

Applicant Details		
<b>Name of School: Gathering Waters Chartered Public School</b> <b>Development Team Contact: Gabrielle Schuerman</b> <b>Address: 37 Grant Street, Keene, NH 03431</b> <b>Email: Gabrielle.Schuerman@gmail.com</b> <b>Phone: (603) 852-2718</b>		
<b>Date: October 27,2020</b>		
<b>Reviewer Name and Title: Jane Waterhouse, Charter School Administrator, NHDOE</b> <b>Email: Jane.Waterhouse@doe.nh.gov</b> <b>Phone: (603) 271-6318</b>		
Final Evaluation and Recommendation <i>(to be completed once application evaluation is complete)</i>		
✓	Recommendation	Overall Evaluation
✓	<b>Approve</b>	The application clearly demonstrates a thorough, realistic, and achievable plan with the capacity to open and operate an innovative, quality charter school.
	<b>Tabled to a Future Meeting</b>	The plan has potential, however, a number of critical areas require clarification, modification or additional information.
	<b>Deny</b>	The application lacks clarity, meaningful detail, demonstrates a lack of preparation, and raises considerable concerns about the applicant's understanding of the requirements, procedures and processes of opening a chartered public school.
<b>Overall Comments</b>		A very well-organized, comprehensive plan for a new charter school in southwest New Hampshire. The application has undergone several revisions based upon the comments and recommendations in the legal and the peer reviews. The charter school office and peer review team has offered guidance and support which the development team has consistently responded positively to, and has used to improve and complete the application.
Evaluation Ratings		
Level of Achievement	Description	
<b>Meeting</b>	<i>Clear and complete description. Accomplishes requirement(s). Meets expectations.</i>	
<b>Not Meeting</b>	<i>Details are not adequate to determine understanding of the requirement; meaning and intentions are not clear or coherent. Significantly lacking in depth. Does not meet requirement(s).</i>	

Application Evaluation Rubric				
Application Requirements	Measurement			Comments/Justification for Measurement
Section 1: Requirements for Submitting Application	Page #	Meets ✓	Does Not Meet ✓	Comments
<p>a. Letter of Intent <i>Ed 318.08(a)</i>  <i>The letter shall include:</i></p> <ul style="list-style-type: none"> <li>• <i>date,</i></li> <li>• <i>proposed charter school name,</i></li> <li>• <i>proposed grade levels</i></li> <li>• <i>Contact person and contact details. Ed 318.08(b)</i></li> <li>• <i>Description of the charter school developers</i></li> </ul>		✓		Attached
Section 2: Application Document Requirements	Page #	Meets ✓	Does Not Meet ✓	Comments
<p>a. Application Cover Sheet  <i>Ed 318.05(c)(1); Ed 318.08(d)(1)</i>  <i>Including:</i></p> <ol style="list-style-type: none"> <li>(1) <i>The name of the proposed charter school;</i></li> <li>(2) <i>Name of organization sponsoring the charter school, if any;</i></li> <li>(3) <i>Name of contact person;</i></li> <li>(4) <i>Mailing address;</i></li> <li>(5) <i>Primary telephone;</i></li> <li>(6) <i>Alternate telephone;</i></li> <li>(7) <i>Email address;</i></li> <li>(8) <i>Projected date of school opening;</i></li> <li>(9) <i>Proposed school location; and</i></li> <li>(10) <i>Total projected student enrollment broken out per year for 5 years listing the following:</i> <ol style="list-style-type: none"> <li>a) <i>School year;</i></li> <li>b) <i>Grade levels; and</i></li> <li>c) <i>Number of kindergarten students</i></li> </ol> </li> </ol> <p><i>Ed 318.08(f)</i></p>		✓		Completed
<p>b. Table of contents, page numbers on each page, one-inch margins and at least 11-point font. <i>Ed 318.08(d)(2)</i></p>		✓		Completed
<p>c. Application not to exceed 50 pages, not including appendices, which may include letters of support, a five-year budget, expanded curriculum description. <i>Ed 318.08(e)</i></p>		✓		Completed
<p>d. Submit an application comprising of an original, 3 paper copies and an electronic copy to the Charter School Office at the department of Education. <i>Ed 318.08(c)</i></p>		✓		NA

e. The application shall be signed and certified by the sponsoring entity, including title, printed name and date stating, "I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application." <i>Ed 318.08(g)</i>		✓		Completed
<b>Section 3: Introduction</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. General description and proposed or potential location A clear, focused and compelling purpose for the school that is attainable and supports student achievement; clearly defines the core purpose and key values of the school in a few concise sentences <i>RSA194-B:3,II(a); Ed 318.05(c)(2)</i> <i>(3) There is a description of the school facility provided and includes sufficient detail to indicate that priorities will focus on a facility that is appropriate based on the target location, students to be served, and future growth Ed 318.09(e)(3)</i>	3	✓		Sufficient detail is provided. The school has several options they are considering.
b. The name, address, telephone and fax numbers, and email address of a contact person. <i>Ed 318.05(c)(3)</i>	4	✓		Completed
c. An identification of the eligible person(s) or entity of the applicant from among those listed in <i>RSA 194-B:3,V. Ed 318.05(c)(4)</i> <i>Persons or entities eligible to submit an application to establish a chartered public school shall include:</i> <i>(a) A nonprofit organization including, but not limited to, a college, university, museum, service club, or similar entity.</i> <i>(b) A group of 2 or more New Hampshire certified teachers.</i> <i>(c) A group of 10 or more parents.</i>	4	✓		A group of 10 or more parents were involved in the planning and development.
d. Education Vision and Mission Statement <i>RSA194-B:3,II(d), Ed 318.09(e)(1)</i> <i>(1) The mission and vision statements express a clear, focused and compelling purpose for the school that is attainable and supports student achievement. It clearly defines the core purpose and key values of the school in a few concise sentences. Ed 318.09(e)</i>	5	✓		A clear, focused and compelling purpose. The application is a reflection of the vision and mission.
e. A summary of the school's focus, including a description of the characteristics, methods and goals of the school. <i>Ed 318.05(c)(9)</i>	5	✓		School's focus, characteristics, methods and goals are identified here and supported with documentation throughout the application.
f. Target population	6	✓		This urban area of NH should support the projected enrollment. Already a formidable number (80) of families committed to enrolling their children.

g. Measurable Goals and Objectives for school opening and a timeline for implementation. <i>Ed 318.05(c)(9)</i>	6	✓		Thoughtfully laid out plan.
h. Projected student enrollment for each of the first 5 years of operation. <i>Ed 318.05(c)(6)</i>	7	✓		Very manageable projection.
i. Students to be served: grade/age levels, maximum number, other information about pupils to be served. <i>RSA194-B:3,II(e); Ed 318.05(c)(5)</i>	7	✓		Clearly organized.
j. Educational Need – How this school is different than district public schools and will it be located in an underserved community for educationally disadvantaged, at risk students? List the district, charter and non-public (private) schools currently operating in the general area.	8	✓		School has researched the area and has found a location where their program will be able to meet the needs of a diverse community.
k. Any reasons why the prospective board of trustees believes RSA 194-B:3,XII relative to a shortening of deadlines may apply to this case. <i>Ed 318.05(c)(10)</i>	9	✓		The timeline created is reliant on a December or January Board approval.
<b>Section 4: Governance</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. Governing Board: roles, responsibilities, qualifications, skill set, experience. <i>Ed 318.09(e)(2)</i> <i>There is a clear description of the roles and responsibilities of the governing board, as well as the current members' qualifications, skill set and experience. Ed 318.09(e)(2)</i>	9	✓		Completed – the school should be able to fill the board with members that have a range of qualifications, skills and experiences. This is a goal of the development team.
b. Method by which trustees and their terms are determined. <i>RSA194-B:3,II(c)</i> <i>There is a clear description of the policies and procedures by which the governing board will operate, as well as their roles and responsibilities, including the process to appoint or elect the initial board members, the decision-making process, term limits, and an organizational plan in order to successfully implement the school's program. Ed 318.09(e)(2)</i>	11	✓		Completed
c. Board of Trustees By-Laws <i>Ed 318.09(e)(2)</i> <i>There is a clear description of the policies and procedures by which the governing board will operate. Ed 318.09(e)(2)</i>	11	✓		Included
d. Organizational Structure and Growth Plan (Include Organizational Chart) <i>RSA194-B:3,II(b)</i> <i>There is a clear description of an organizational plan in order to successfully implement the school's program. Ed 318.09(e)(2)</i>	12	✓		Growth plan also needs to be considered for once the school is operational.
e. Fundraising Plan <i>Ed 318.09(e)(11)</i>	14		✓	Need fundraising goal amount for once the school is operational
f. Grievance/complaints Process or Policy	14		✓	This is just for school staff. Please include process for parents and students as well.
<b>Section 5: Education Plan</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>

a. Curriculum and Instruction that meets or exceeds state standards in the subject areas offered; clearly defined, research-based with evidence of effectiveness. <i>RSA194-B:3,II(f); Ed 318.09(e)(4)</i> <i>There is a clearly defined, research-based curriculum being proposed with the potential to increase student achievement that meets or exceeds the school's content area standards. Ed 318.09(e)(4)</i>	15	✓		Completed
b. Current research for selecting curriculum <i>Ed 318.09(e)(4)</i>	18	✓		Numerous resources to support the effectiveness of the Waldorf curriculum is included.
c. Statement that the school will have available information about its curriculum and policies to all persons, and parents and students considering enrollment. <i>RSA194-B:2,II; Ed 318.07(b)(6)</i> <i>Statement is included with a description of where this will be accessible.</i>	22	✓		Completed
d. Measurable Academic Learning Goals and Objectives and timeline for accountability <i>RSA194-B:3,II(g)</i> <i>There are clearly defined high and attainable educational goals and objectives. Ed 318.09 (e)(5).</i> <i>A timeline has been created to ensure accountability for achievement of goals and objectives.</i>	23	✓		The development team created a comprehensive document. This is a good start, and once board committee members and administrators start work, and benchmark assessments are completed, this will be an area for review.
e. Performance Standards	24	✓		Completed
f. Achievement Tests to be used to measure academic and other goal achievement, including, but not limited to, objective measures of literacy and numeracy competencies, including spelling, reading, expository writing, history, geography, science, and mathematics. <i>RSA194-B:3,II(h)</i> <i>There are strategies and achievement tests in place that will be used to measure each student's progress toward meeting the goals and objectives of the school. Ed 318.09 (e)(5).</i>	24	✓		There are no paper and pencil options for any grade level in NH State Assessments (NH SAS). They are all conducted electronically.
g. For Schools offering High School grade levels, graduation requirements sufficient to ensure that the school has provided an adequate education for its pupils. <i>RSA194-B:3,II(i)</i>	26	✓		28 credits for a HS diploma!
h. Student Performance Data Management System ( <i>Cumulative performance over time</i> )	27	✓		BigSIS with teacher student and parent portals
i. Daily/weekly Schedule Samples	27	✓		Completed
j. Supplemental Programming	28	✓		Thorough list of supplemental programs
<b>Section 6: School Operations Plans</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. Admissions Procedures <i>RSA194-B:3,II(o)</i> <i>There is a clearly defined description of a student recruiting plan, strategies for reaching the school's targeted population and description of the school's registration policies and procedures including enrollment timeline and lottery process. The enrollment and lottery</i>	28	✓		Completed

<i>processes are fair, equitable and nondiscriminatory, and reflect compliance with applicable laws. Ed 318.09(e)(9)</i> <i>A preferential status plan is fair and equitable.</i>				
• Student Recruitment Plan	29	✓		Robust Plan for student recruitment
• Methods for admission which shall not be designed intended or used to discriminate or violate individual civil rights in any manner prohibited by law. Ed 318.07(b)(1)a	28	✓		Admission plan ensures nondiscrimination and protection of civil rights.
• Recruitment and enrollment practices to promote inclusion of all students, including by eliminating any barriers to enrollment for educationally disadvantaged students (who include foster youth and unaccompanied homeless youth);	29	✓		Statements included
• Registration policies and procedures including enrollment timeline. Ed 318.09(e)(9)	28	✓		Procedures yes, policies no. Please add statement that policies will be developed when the Board of Trustees is organized.
• How the school will conduct a lottery selection as provided for in RSA 194-B:9,1(c) and assure that the preferential status, if any, of children of the founding members of the charter school shall be addressed in the admissions process. Ed 318.07(1)(b)	29	✓		Lottery process is clearly defined and well-organized.
<i>b. School calendar and the number and duration of days pupils are to be served. RSA194-B:3,II(s)</i>		✓		Not in Appendix J, but it is attached.
<i>c. Staffing Overview, including qualifications sought for professionals and paraprofessionals: administrators, teachers. RSA194-B:3,II(j)</i> <i>An adequate description is provided on staffing overview and staff member qualifications. Ed 318.09(e)(6)</i>	33	✓		A good overview of staff with qualifications.
<i>d. Employee job description/responsibilities Ed 318.09(e)(6)</i> <i>An adequate description is provided on job descriptions and staff member job responsibilities. Ed 318.09(e)(6)</i>	33	✓		All the employee job descriptions will need to be formal, expanded job descriptions
<i>e. The total number of teachers and the average teacher/student ratio for the first 5 years. ED 318.05(c)(7)</i>	35	✓		Add Total number of teachers
<i>f. A description of how the school shall conduct school employee and volunteer background investigations (Criminal records Check) in accordance with RSA 189:13-a. ED 318.07(3)</i>	35	✓		Completed
<i>g. Personnel compensation plan, including provisions for leaves and other benefits, if any. RSA194-B:3,II(k): Ed 318.09(e)(6)</i> <i>A benefits compensation plan is outlined in the application. Ed 318.09(e)(6)</i>	35	✓		A comprehensive plan
<i>h. Administration Performance Evaluation</i>	36	✓		Included
<i>i. Teacher, Paraprofessional Performance Evaluation</i>	36	✓		Annual formal evaluation by school administrator highly recommended
<i>j. Professional Development</i>	37	✓		Included
<i>k. Philosophy of Student Governance and Discipline RSA194-B:3,II(p)</i>	37	✓		Listed in the Handbooks

<i>l.</i> Age appropriate due process procedures to be used for disciplinary matters including suspension and expulsion. <i>RSA194-B:3,II(p)</i> <i>There is a clear description of the school's proposed policies and due process procedures for student discipline, suspension, or expulsion that meets applicable law. Ed 318.09(e)(10)</i>	38	✓		Included in the handbooks.
<i>m.</i> Student transportation plan, both inside and outside of district, including reasonable provisions from the charter school's own resources for transportation of pupils residing outside the district in which the charter school is physically located. <i>RSA194_B:3,II(l)</i> <i>Student transportation needs are considered and adequate plans are in place to address those needs. In the application, there is acceptance that the charter school will take responsibility for any additional costs surrounding transportation in compliance with state and federal requirements. 318.09(e)(7)</i>	38	✓		Responsibility of the district school for students who reside in the district where the school is located. Statement that the school will assist parents with organizing transportation, ex - car pools.
<i>n.</i> Student, Staff Handbooks	38	✓		Completed
<i>o.</i> Student Information System	39	✓		BigSIS
<b>Section 7: Meeting Student Needs</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
<i>a.</i> Special Education: Method of coordinating with a pupil's LEA responsible for matters pertaining to any required special education programs or services including method of compliance with all federal and state laws pertaining to children with disabilities. <i>RSA194_B:3,II(n)</i> <i>Strategies are in place to meet individual student needs and to ensure that the appropriate services will be provided in compliance with state and federal requirements for special education. 318.09(e)(8)</i>	39	✓		Developers have already reached out to KSD for preliminary conversations regarding special education services. Additional strategies to meet student needs are identified in application.
<i>b.</i> Other educationally disabled and economically disadvantaged/at risk includes: <i>Ed 318.07(1)(c)</i>	39	✓		These are listed in the application and the development team has identified the DOE contacts for these programs for further support and guidance.
• Educationally Disadvantaged	39	✓		
• English Language Learners (ELL)	39	✓		
• Neglected or Delinquent	39	✓		
• Homeless Students	39	✓		
• Migrant and Refugee populations	39	✓		
<i>c.</i> <i>Additional Academic support and credit recovery: strategies for improving student achievement and closing achievement gaps</i>	40	✓		Included in the application.
<i>d.</i> <i>Federal Title Programs</i>	40	✓		All listed in the application and the development team know who the DOE contacts are for support and guidance.
<b>Section 8: Financial Management</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
<i>a.</i> Method of Administering Fiscal Accounts and Reporting, including a provision requiring fiscal audits and reports to be performed by an independent certified public accountant. <i>RSA194-B:3,II(g)</i>	41	✓		Comprehensive financial management plan

<i>Includes a clear description of the internal financial management for a 5 year operating budget, a description of who will manage the school finances, reporting requirements and audits, and how financial resources will be properly managed with safeguards is provided. Ed 318.09(e)(11)</i>				
<i>b. Annual Budget: including all sources of funding (also include a proposed five-year budget containing revenue and expenditures) Ed 318.09(e)(11) There is a detailed 5-year budget that includes the start-up budget, and that contains revenue projections, expenses and anticipated fund balances based upon the projected student enrollment. Ed 318.09(e)(11)</i>		✓		Added as an attachment. Considerable changes made to improve the budget. Very ambitious fundraising plan. Reliant on the Federal Startup grant for startup.
<i>c. Budget Narrative: providing a justification for the budget. Ed 318.09(e)(11) A detailed budget narrative Ed 318.09(e)(11)</i>	41	✓		Included
<b>Section 9: School Culture</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
<i>a. School Environment: culturally inclusive</i>	42	✓		Integrated in all aspects of school life
<i>b. Establishment and maintenance of School Culture</i>	42	✓		Part of the school's mission and ethos
<b>Section 10: Stakeholder Engagement</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
<i>a. Philosophy of parent (Family) Involvement and related plans and procedures. RSA194-B:3,II(v) There is a clear description of the school's purpose, expectations and plans for parent involvement. Ed 318.09(e)(10) There are clearly defined plans for parent involvement relating to implementation and action steps of the proposed charter school. Ed318.09(e)(12)</i>	43	✓		Strong commitment to involving parents - many opportunities for parent engagement.
<i>b. Community Involvement Plan including Partnerships Ed 318.09(e)(10); Ed 318.09(e)(12) There is a clear description of the school's purpose, expectations and plans for community outreach and involvement and the creation of partnerships with surrounding school districts, organizations and businesses and community leaders. Ed 318.09(e)(10); Ed 318.09(e)(12)</i>	43	✓		A long list of community partnerships already organized with plans to develop new partnerships
<i>c. LEA Partnerships Ed 318.09(e)(12) There is a clearly defined plan for community outreach and the creation of partnerships with surrounding school districts. Ed 318.09(e)(12)</i>	44	✓		Developers have already reached out to local schools to begin the process of developing partnerships.
<b>Section 11: Facilities</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
<i>a. Whether the applicant has access to a facility suitable for the school and, if not, how the applicant intends to provide a physical location for the school. ED 318.05(c)(9)</i>	44	✓		The developers are weighing the options of leasing or purchasing a

<i>There is a clear description of the school facility provided and includes sufficient detail to indicate that priorities will focus on a facility that is appropriate based on the target location, students to be served, and future growth. Ed 318.09(e)(3)</i>				facility and are working with a realtor.
b. Description of school requirements	44	✓		Included
c. Classroom, Offices, Athletics, Outdoor Needs Plan	45	✓		All planned for
d. Plans for facilities lease or purchase	45	✓		Developers are looking into both options and have realtors working with them.
<b>Section 12: School Safety Management Plan</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. Emergency Operations Plan – Statement of assurance that this plan will be completed and submitted to the NH Homeland Security and Emergency Management portal prior to school opening	45	✓		Statement included. Plan has been started and will be updated once a facility has been secured and an administrative team hired.
b. A statement that, the school facilities shall comply with all federal and state health and safety laws, rules, and regulations, including, but not limited to: <ul style="list-style-type: none"> <li>• Fire safety</li> <li>• Heating, ventilating, and air conditioning (HVAC)</li> <li>• Plumbing</li> <li>• Electrical</li> <li>• Food Service</li> <li>• ADA (Americans with Disabilities Act)</li> </ul> <i>RSA 194-B:8,II; ED 318.07(b)(4)</i>	45	✓		Statement included.
<b>Section 13: Communication Plan</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. A plan to develop and disseminate information to assist parents and pupils with decision-making about their choice of school. <i>RSA 194-B:3,II(w)</i>	46	✓		A communication plan for prospective parents and parents of enrolled students has been developed.
b. A plan to develop and disseminate best practices to charter schools, LEAs and the wider community.	46	✓		The application has listed several strategies for disseminating best practices.
c. A plan for timely and regular communication with families and school stakeholders about ongoing school business, events, student performance.	46	✓		A comprehensive communication plan has been developed.
<b>Section 14: Assurances, Provisions, Policies</b>	<b>Page #</b>	<b>Meets ✓</b>	<b>Does Not Meet ✓</b>	<b>Comments</b>
a. A global hold-harmless clause that states: A charter school, its successors and assigns, covenants and agrees at all times to indemnify and hold harmless the (school district), any other school district which sends its students to the charter school, and their schools boards , officers, directors, agents,	46	✓		Completed

employees, all funding districts and sources, and their successors and assigns, (the “indemnified parties”) from any and all claims, demands, actions and causes of action, whether in law or in equity, and all damages, costs, losses and expenses, including but not limited to reasonable attorney’s fees and legal costs, for any action or inaction of the charter school, its board, officers, employees, agents, representatives, contractors, guests, and invitees, or pupils. <i>RSA194-B:3,II(x)</i>				
b. Severability provisions and statement of assurance that any provision of the charter school contract found by competent authority to be contrary to applicable law, rule, or regulation shall not be enforceable. <i>RSA194-B:3,II(y)</i>	47	✓		Completed
c. Statement of assurances related to nondiscrimination according to relevant state and federal laws. <i>193-B:3, II(m)</i>	47	✓		Completed
d. Provision for providing continuing evidence of adequate insurance coverage. <i>RSA194-B:3,II(t)</i>	47	✓		Completed
e. Identity of consultants to be used for various services, if known, or the qualifications or certifications of consultants not identified by name. <i>RSA194-B:3,II(u)</i>	47	✓		Completed
f. A policy and procedure that either sets forth the guidelines for the optional contracting of services with the host school district in sharing transportation, athletic, maintenance and other services and facilities, or states how and why the school declines to choose the option. <i>ED 318.07(b)(2); RSA 194-B:5, V; RSA 194-B:8, VII</i>	48	✓		Completed
g. Statements that the school will develop, prior to opening, policies regarding the following: <ul style="list-style-type: none"> <li>• Records retention;</li> <li>• Promoting school safety including: <ul style="list-style-type: none"> <li>○ Reporting of suspected abuse or neglect;</li> <li>○ Sexual harassment,</li> <li>○ Pupil safety and violence prevention;</li> <li>○ Limiting the use of child restraint practices; and</li> <li>○ Developmentally appropriate daily physical activity</li> </ul> </li> </ul> <i>Ed 318.08(j)(7)</i>	48	✓		Statement included.
h. Provision for dissolution of the charter school including disposition of its assets or amendment of its program plan, and a plan for the education of the school’s pupils after the charter school may cease operation. <i>RSA194-B:3,II(z)</i>	48		✓	Need to be clear about what will be done with any remaining assets.
i. In the case of the conversion of a public school to a chartered conversion school, provision for alternative arrangements for pupils who choose not to attend and teachers who choose not to teach at the charter school. <i>RSA194-B:3,II(aa)</i>	48	N/A		
j. A plan for the education of the school’s pupils after the charter school may cease operation. <i>RSA194-B:3,II(bb)</i>	49	✓		Recommendation for # 2: School faculty should also be involved in creating a list of carefully researched options
k. A statement that a chartered public school providing the only available public education services at a specific grade level in a school district shall offer those educational services to all resident pupils of that grade level. <i>RSA-B:8, IV; ED 318.07(b)(5)</i>	49	✓		Statement included.

<p><i>l.</i> An outline of the proposed accountability plan which clarifies expectations for evaluating the school's program, and which contains an acknowledgement that a full accountability plan shall be developed and ready to implement prior to the date of opening. <i>RSA194-B:3,11(dd)</i>  Include organizational, programmatic and educational goals and objectives, accountability measures and a timeline for implementation</p>	49	✓		Accountability Plan Outline is attached. A very good start to this requirement
<b>Section 15: Letters of Support</b>	Page #	Meets ✓	Does Not Meet ✓	Comments
<p><i>a.</i> From business and community leaders, elected officials, local school districts, parents.  <i>Ed 318.09(e)(12)</i>  <i>There is included a plan to acquire letters of support from parents, business and community leaders, elected officials and/or local school districts. Ed 318.09(e)(12)</i></p>		✓		Not In appendix H This is in Appendix A 13 Letters of Support included
<b>Section 16: Charter School Opening</b>	Page #	✓	Does Not Meet ✓	Comments
Timeline for Opening	50	✓		Comprehensive timeline for opening
<b>Section 17: Signed and Certified Application</b>	Page #	✓	Does Not Meet ✓	Comments
Complete Application		✓		
Signed by all members of the Development Team		✓		<b>Signatures attached</b>

## Gathering Waters Chartered Public School

### Peer Evaluation Revisions

Reviewer	Element	Issue	Revisions Made to Charter Application	Application Page #
<b>A.P.</b>	a. Application Cover Sheet Ed 318.05(c)(1); Ed 318.08 (10) Total projected student enrollment broken out per year for 5 years listing the following: a) School year; b) Grade levels; and c) Number of kindergarten students Ed 318.08(f)	#10 was acceptable but did not do a great job accounting for student attrition over the years. #10 a through c were barely acceptable but need to be reviewed after the school's first year.	Student enrollment over the 5 years is a projection. Student enrollment numbers will be reviewed for the annual internal evaluation and first year program audit.	p. 1
	a. Education Vision and Mission Statement RSA194-B:3,II(d), Ed 318.09(e)(1) (1) The mission and vision statements express a clear, focused and compelling purpose for the school that is attainable and supports student achievement. It clearly defines the core purpose and key values of the school in a few concise sentences. Ed 318.09(e)	Acceptable, but I would have like a more differentiation of Gathering Waters as a Public Charter distinct from the Waldorf private model.	The Waldorf curriculum is a highly regarded well established research-based curriculum that we believe should be made accessible to all students. We have aligned our curriculum to the common core and ensured that it complies with all federal and state guidelines.	p. 5
	Projected student enrollment for each of the first 5 years of operation. Ed 318.05(c)(6)	Acceptable but student attrition needs to be examined every year	Student attrition will be examined each year and robust enrollment efforts made across the grades	p. 7
	Students to be served: grade/age levels, maximum number, other information about pupils to be served. RSA194-B:3,II(e); Ed 318.05(c)(5)	Might be a bit too aggressive with the addition of the high school	Given the strong interest in Waldorf Education of people in our community as well as the presence of other organizations such as The Antioch New England Waldorf Teacher Training Program we believe these goals can be met. The recent experience of our colleagues at NE Woodlands supports this assertion.	p 7

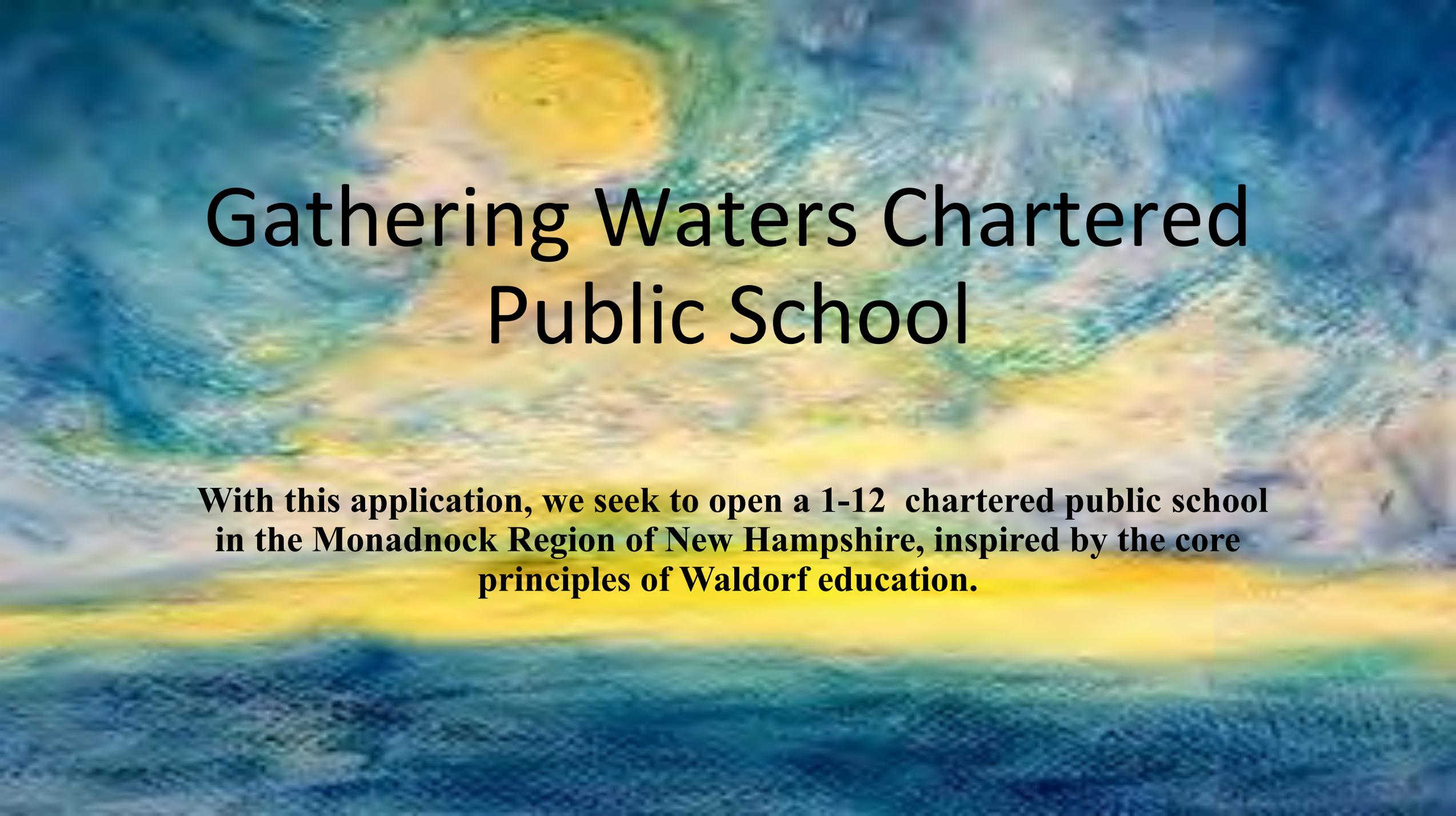
<p>a. Measurable Academic Learning Goals and Objectives and timeline for accountability RSA194-B:3,II(g) There are clearly defined high and attainable educational goals and objectives. Ed 318.09 (e)(5). A timeline has been created to ensure accountability for achievement of goals and objectives.</p>	<p>I reluctantly feel this needs to be increased. They need to consider more frequent accountability to parents more than twice a year written assessments</p>	<p>This has been increased.</p>	<p>p. 24</p>
<p>b. Achievement Tests to be used to measure academic and other goal achievement, including, but not limited to, objective measures of literacy and numeracy competencies, including spelling, reading, expository writing, history, geography, science, and mathematics. RSA194-B:3,II(h) There are strategies and achievement tests in place that will be used to measure each student's progress toward meeting the goals and objectives of the school. Ed 318.09 (e)(5).</p>	<p>I reluctantly found this acceptable but the school needs to rigorously follow this as a public charter school because the Waldorf private schools do not.</p>	<p>Students will participate in required State and District testing in ELA and Math in grades 3-8 as well as 5<sup>th</sup> and 8<sup>th</sup> grade science testing in addition to ongoing comprehensive formative, summative and competency-based assessments</p>	<p>p. 25-26</p>
<p>g. For Schools offering High School grade levels, graduation requirements sufficient to ensure that the school has provided an adequate education for its pupils. RSA194-B:3,II(i)</p>	<p>I found the HS %ages of completion of the curriculum a bit low</p>	<p>We expect 90% of all seniors to have completed the graduation requirements as outlined in section g.</p>	<p>p. 25</p>
<p>c. Staffing Overview, including qualifications sought for professionals and paraprofessionals: administrators, teachers. RSA194-B:3,II(j) An adequate description is provided on staffing overview and staff member qualifications. Ed 318.09(e)(6)</p>	<p>Certification according the NH State standards is not mentioned in any detail.</p>	<p>At least 50% of the faculty shall have NH state certification or 3 years teaching experience per NH State Standards.</p>	<p>p. 33</p>
<p>h. Administration Performance Evaluation</p>	<p>Not enough detail, not well done</p>	<p>This has been rewritten</p>	<p>p. 37</p>
<p>i. Teacher, Paraprofessional Performance Evaluation</p>	<p>Sketchy not enough detail, too much is left up in the air. No mention of high quality teaching</p>	<p>This has been rewritten with an eye towards more specificity. High quality teaching is emphasized.</p>	<p>p. 37</p>

	<p>i. Age appropriate due process procedures to be used for disciplinary matters including suspension and expulsion. RSA194-B:3,II(p) There is a clear description of the school's proposed policies and due process procedures for student discipline, suspension, or expulsion that meets applicable law. Ed 318.09(e)(10)</p>	<p>Unsure of the viability of their student involvement in this. A reluctant acceptable here. No mention of Federal and State mandated due process provisions or referral to same.</p>	<p>This process has been utilized and found to be successful in other Public Waldorf Schools. Federal and State mandated due process provisions are mentioned.</p>	<p>p. 39</p>
	<p>a. Whether the applicant has access to a facility suitable for the school and, if not, how the applicant intends to provide a physical location for the school. ED 318.05(c)(9) There is a clear description of the school facility provided and includes sufficient detail to indicate that priorities will focus on a facility that is appropriate based on the target location, students to be served, and future growth. Ed 318.09(e)(3)</p>	<p>Nothing listed here</p>	<p>This has been updated to reflect possibility of 3-5 year lease in the old Keene Middle school building or the old River Valley College Building.</p>	<p>p. 46</p>
	<p>c. Classroom, Offices, Athletics, Outdoor Needs</p>	<p>Barely acceptable but a bit unclear as to what they are going to do here.</p>	<p>Please refer to pp. 45-46</p>	<p>p. 46-47</p>
	<p>d. Plans for facilities lease or purchase</p>	<p>No details here</p>	<p>Plans for 3-5 year lease</p>	<p>p. 47</p>
	<p>a. A plan to develop and disseminate best practices to charter schools, LEAs and the wider community.</p>	<p>Acceptable but weak with no real details here.</p>	<p>Updated</p>	<p>p. 48</p>
Reviewer	Element	Issue	Revisions Made to Charter Application	Application Page #
K.L.	<p>a. Method of Administering Fiscal Accounts and Reporting, including a provision requiring fiscal audits and reports to be performed by an independent certified public accountant. RSA194-B:3,II(q)  Includes a clear description of the internal financial management for a 5 year operating budget, a description of who will manage the school finances, reporting requirements and audits, and how financial resources will</p>	<p>Several recommendations are to include the cost of an audit and insurance for liability and board E&amp;O during the startup year.</p>	<p>These costs have been added to the budget. Estimates from Devin Gallagher at Fred C Church</p>	<p>Please see the budget</p>

	be properly managed with safeguards is provided. Ed 318.09(e)(11)			
	<p>b. Annual Budget: including all sources of funding (also include a proposed five-year budget containing revenue and expenditures) Ed 318.09(e)(11)</p> <p><i>There is a detailed 5-year budget that includes the start-up budget, and that contains revenue projections, expenses and anticipated fund balances based upon the projected student enrollment. Ed 318.09(e)(11)</i></p>	<p>Reference to Title funding is in the budget but Title 1A and Title 4 remain blank in the 5 year projections. The grant for \$1,200,000 during startup is partially dependent on the federal start up grant. The school has plans to hire a professional grant writer but may have a significant gap in funding without the federal charter start up grant.</p>	<p>Title IA: estimated 24000 by DOE Title IV: \$10,000 per year estimated by DOE</p>	<p>Please see the budget</p>
	<p>c. Budget Narrative: providing a justification for the budget. Ed 318.09(e)(11)</p> <p><i>A detailed budget narrative Ed 318.09(e)(11)</i></p>	<p>The charter school is not a district.</p>		
Reviewer	Element	Issue	Revisions Made to Charter Application	Application Page #
J.W.	Internal application references to Appendices	Align Appendix references in the application to the actual Appendices	This has been done	
	<p>d. Organizational Structure and Growth Plan (Include Organizational Chart) RSA194-B:3,II(b)</p> <p><i>There is a clear description of an organizational plan in order to successfully implement the school's program. Ed 318.09(e)</i></p>	Growth plan for once the school is operational	This has been done	p. 11-12
	e. Fundraising Plan Ed 318.09(e)(11)	Need fundraising goal amount for once the school is operational	This has been revised	p. 14 and Appendix M
	f. Grievance/complaints Process or Policy	This is just for school staff. Please include process for parents and students as well	This has been revised	p. 14-15
	f. Achievement Tests to be used to measure academic and other goal achievement, including, but not limited to, objective measures of literacy and numeracy competencies, including spelling, reading, expository writing, history, geography,	There are no paper and pencil options for any grade level in NH State Assessments (NH SAS). They are all conducted electronically.	This has been removed	P. 25-26

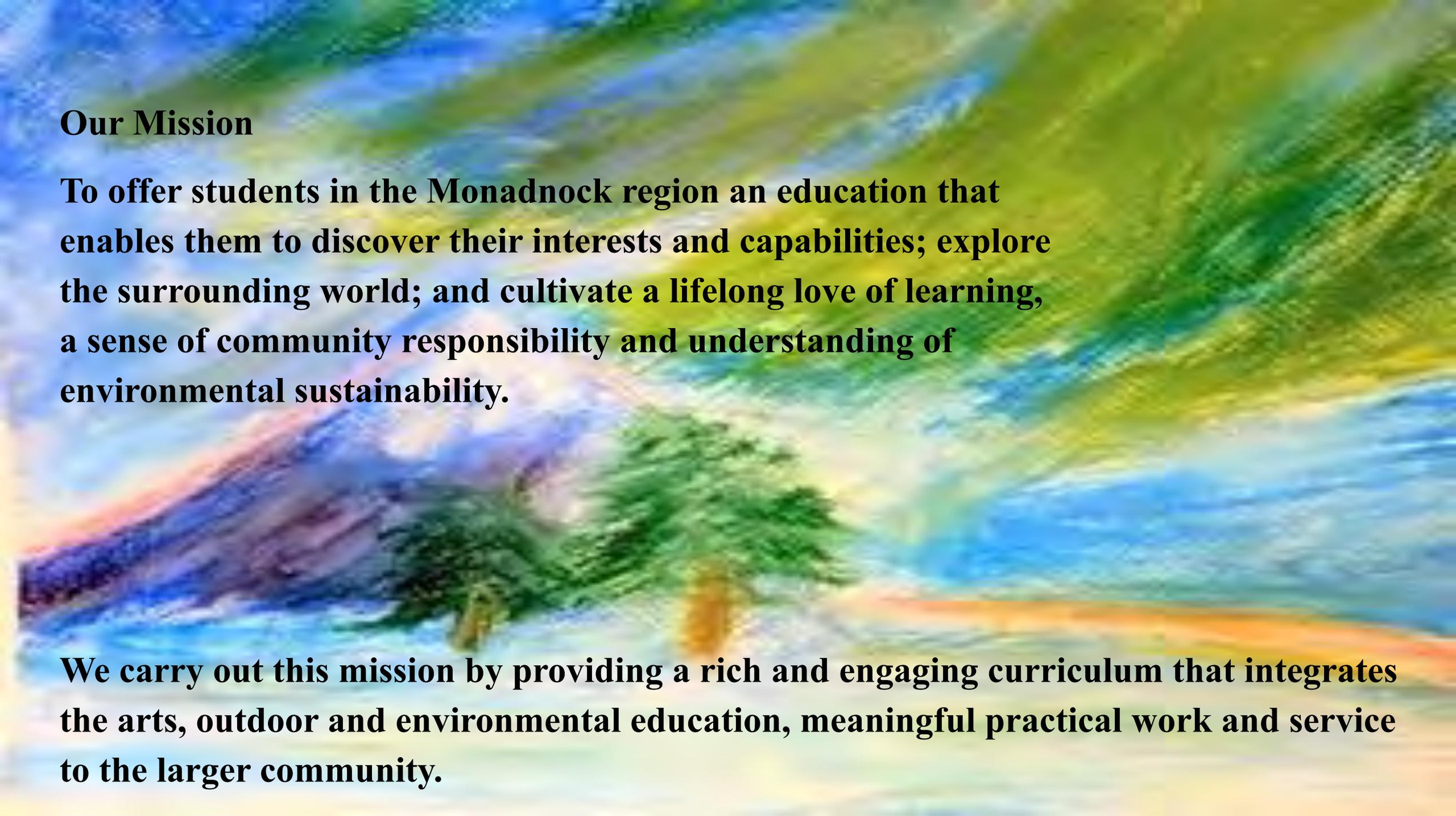
	science, and mathematics. <i>RSA194-B:3,II(h)</i> <i>There are strategies and achievement tests in place that will be used to measure each student's progress toward meeting the goals and objectives of the school. Ed 318.09 (e)(5).</i>			
	j. Supplemental Programming	Add appendix number for Student-Parent Handbooks	N/A Appendices G and H do not have more information about supplemental programming at this time	
	a. Admissions Procedures <i>RSA194-B:3,II(o)</i> <i>There is a clearly defined description of a student recruiting plan, strategies for reaching the school's targeted population and description of the school's registration policies and procedures including enrollment timeline and lottery process. The enrollment and lottery processes are fair, equitable and nondiscriminatory, and reflect compliance with applicable laws. Ed 318.09(e)(9)</i> <i>A preferential status plan is fair and equitable</i> <b>Student Recruitment Plan</b>	Is the enrollment period only from the beginning of January until February 1?	The first year enrollment will start in January. In subsequent years enrollment period will begin November 1.	p. 29-30
	Registration policies and procedures including enrollment timeline. Ed 318.09(e)(9)	Remove this part of the statement: <b>Efforts are made to ensure that</b> These requirements do not constitute a barrier to admission for the student.	Changed-These requirements do not constitute a barrier to admission for the student.	p. 30
	Registration policies and procedures including enrollment timeline. Ed 318.09(e)(9)	Procedures yes, policies no. Please add statement that policies will be developed when the Board of Trustees is organized.	Included	p. 32
	e. The total number of teachers and the average teacher/student ratio for the first 5 years. <i>ED 318.05(c)(7)</i>	Add Total number of teachers	Included	p. 36
	i. Teacher, Paraprofessional Performance Evaluation	Annual formal evaluation by school administrator highly recommended	This has been changed	p. 37-38

	<p>h. Provision for dissolution of the charter school including disposition of its assets or amendment of its program plan, and a plan for the education of the school's pupils after the charter school may cease operation. <i>RSA194-B:3,II(z)</i></p>	<p>Need to be clear about what will be done with any remaining assets.</p>	<p>Example...any remaining assets will be evenly distributed among the charter schools in the Keene area.</p>	<p>p. 50</p>
	<p>j. A plan for the education of the school's pupils after the charter school may cease operation. <i>RSA194-B:3,II(bb)</i></p>	<p>Recommendation for # 2: School faculty should also be involved in creating a list of carefully researched options</p>	<p>This was added</p>	<p>p. 51</p>



# Gathering Waters Chartered Public School

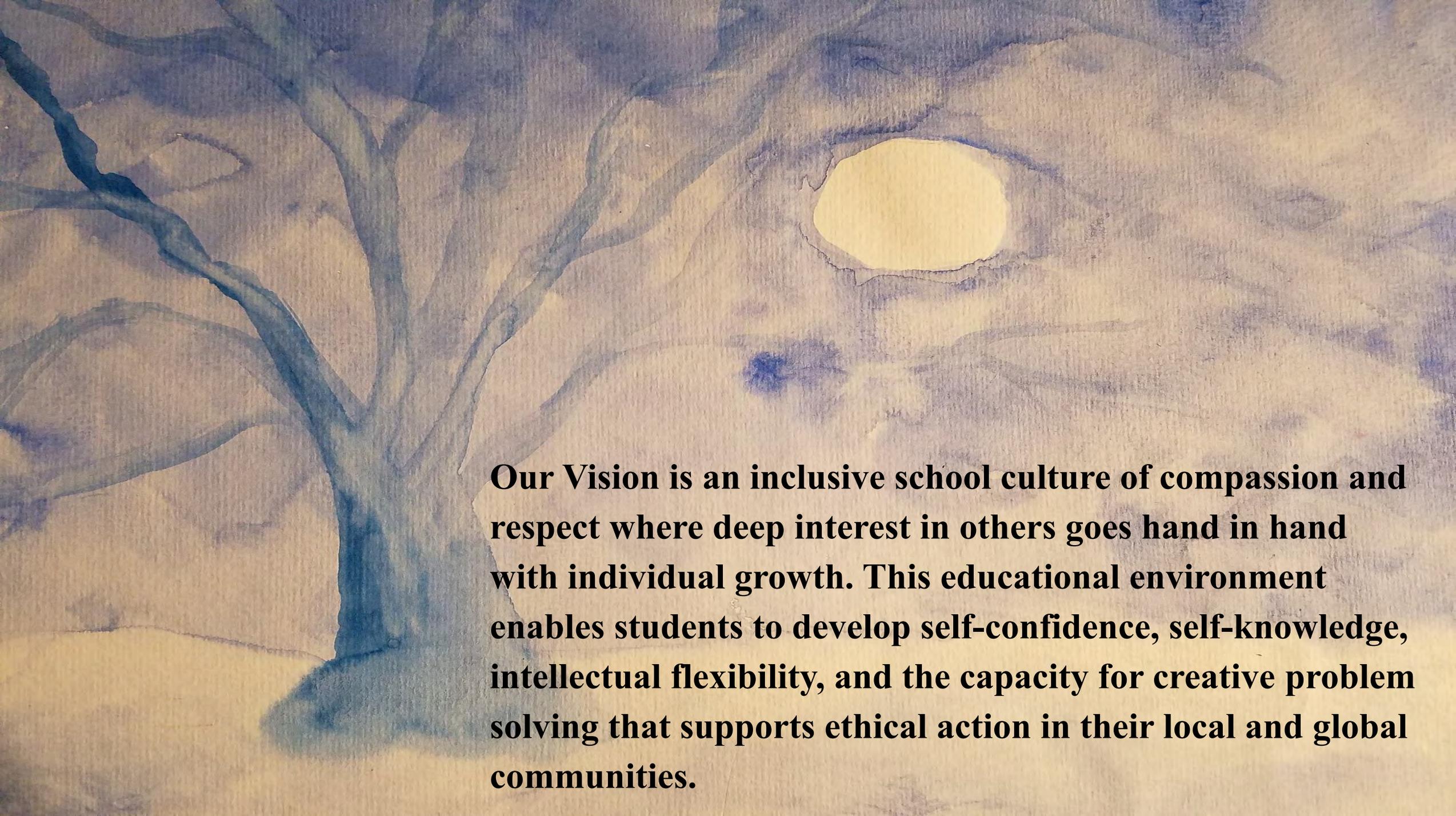
**With this application, we seek to open a 1-12 chartered public school in the Monadnock Region of New Hampshire, inspired by the core principles of Waldorf education.**



## **Our Mission**

**To offer students in the Monadnock region an education that enables them to discover their interests and capabilities; explore the surrounding world; and cultivate a lifelong love of learning, a sense of community responsibility and understanding of environmental sustainability.**

**We carry out this mission by providing a rich and engaging curriculum that integrates the arts, outdoor and environmental education, meaningful practical work and service to the larger community.**



**Our Vision is an inclusive school culture of compassion and respect where deep interest in others goes hand in hand with individual growth. This educational environment enables students to develop self-confidence, self-knowledge, intellectual flexibility, and the capacity for creative problem solving that supports ethical action in their local and global communities.**

# We Ground our Curriculum in an Understanding of Child and Adolescent Development

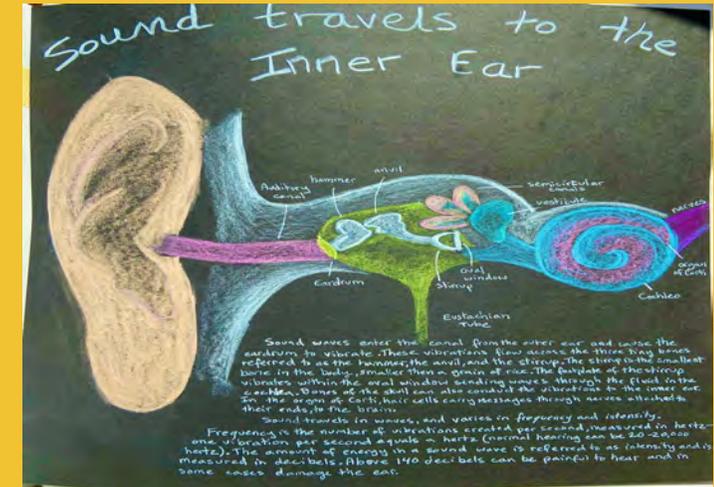
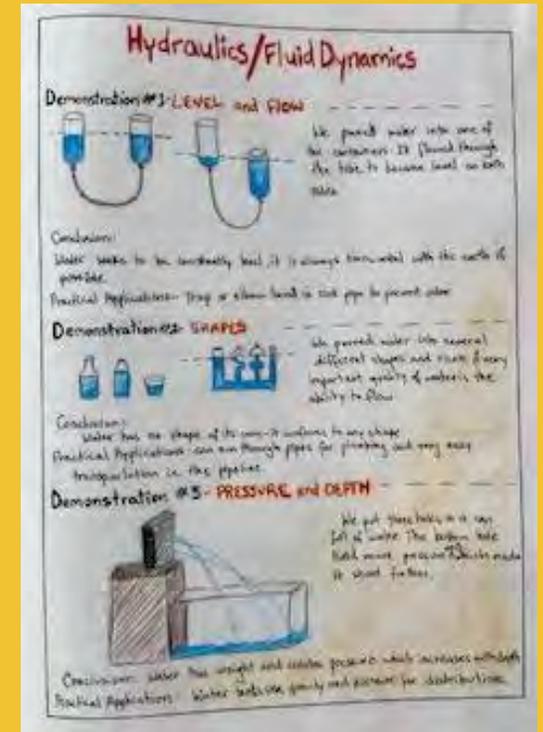
## Elementary School Curriculum

- Content enlivened with artistry, imagination, and experiential learning
- Integrated movement and outdoor education
- Broad foundation of the elementary years allows the unfolding of capacities in the high school years.



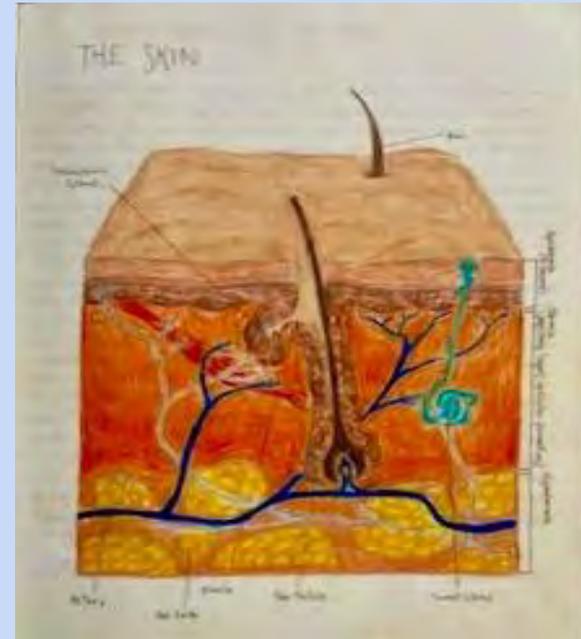
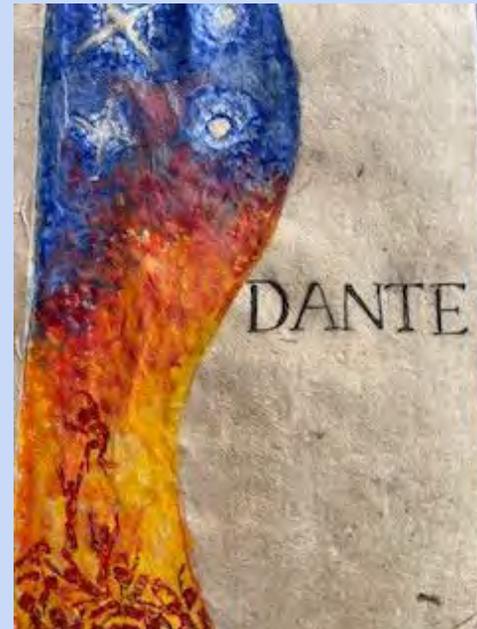
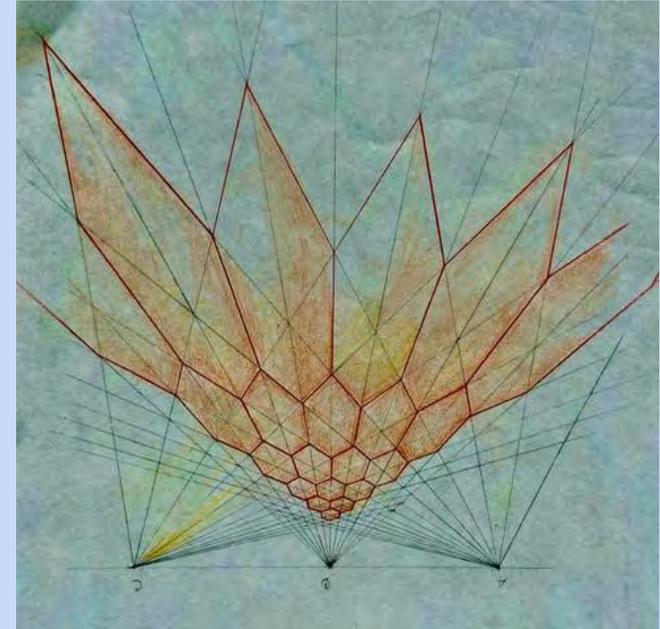
# Middle School Curriculum

- Recognizes the readiness for critical, objective, thinking; a knowledge of cause and effect; and the development of refined observation skills
- Meets the awakening intellect of young adolescents through the exploration of new ideas and subject areas



# High School Curriculum

- Develops the capacity for abstract thought and independent judgment
- Builds creative, critical and analytic thinking skills
- Provides young people the basis on which to develop into free, morally-responsible individuals empowered to forge their own futures





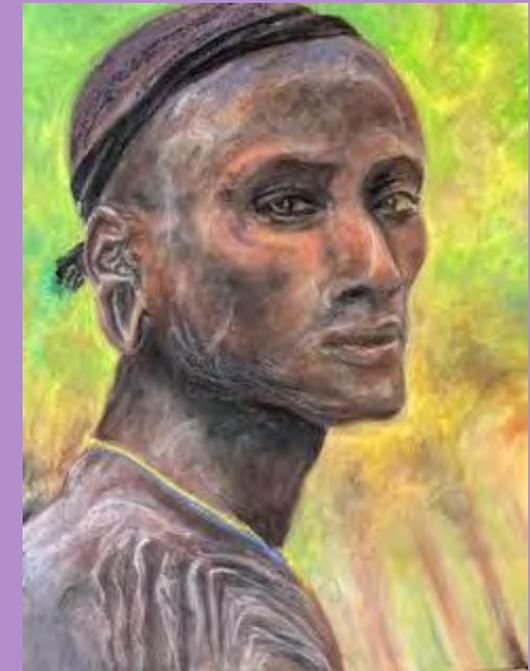
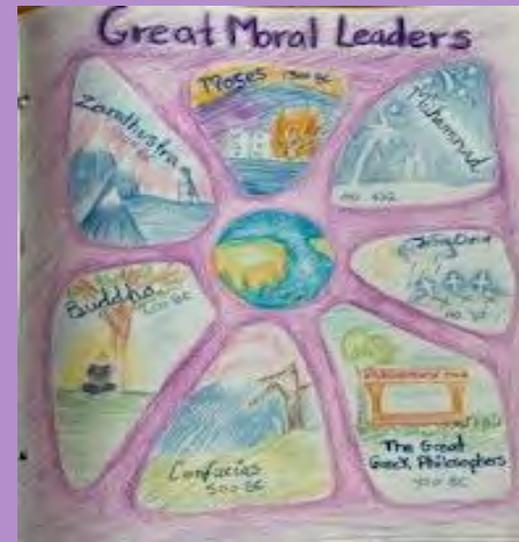
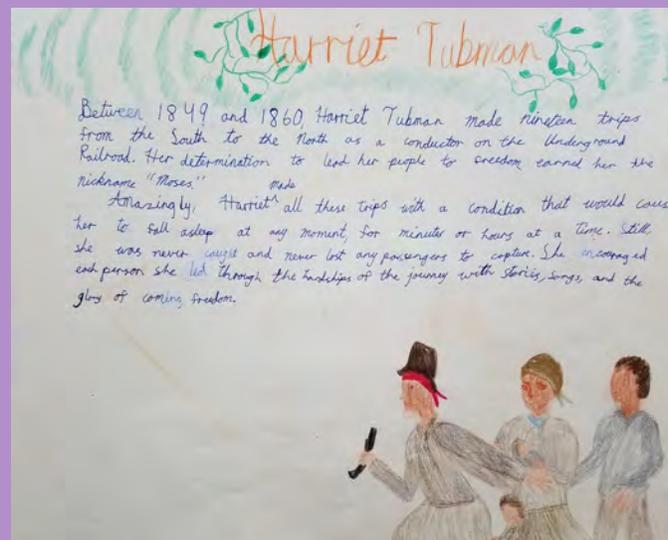
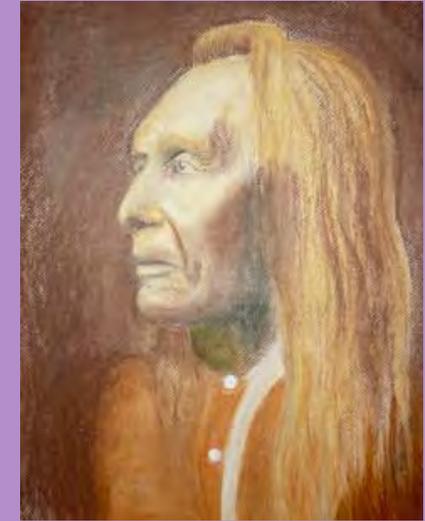
## We Educate the Whole Human Being

- Visual & performing arts meet a diverse body of students
- Integration of head, heart & hands into every lesson
- Practical work
- Project-based
- Field work and trips
- Portfolio documentation, including Main Lesson books
- Block scheduling allows for in-depth engagement
- Multidimensional competency-based assessment methods



# We Work for Social Change Through Education

- Embed the principles of access, diversity, equity, and social justice in the content of the curriculum and the social life of the school community
- From grade 1-12, a cross-cultural approach with an in-depth study of other cultures and religions through history and a foreign language program raises awareness and understanding of different perspectives.



## We Work Towards Environmental Sustainability

- Outdoor education fosters a love for the natural world in the younger grades. This provides a framework for older students to tackle the complex environmental issues facing our society.
- Stewardship of the earth is a value that informs all aspects of the school.



# **We Foster a Culture of Healthy Human Relationships**

**Relationships among teachers, staff, students & families are at the heart of the school.**

- **Group projects**
- **All-School gatherings**
- **Class plays**
- **Peer assessments**
- **Student jobs**
- **Community service**
- **Strong student-teacher relationships  
(looping and advisors)**
- **Cyber Civics**



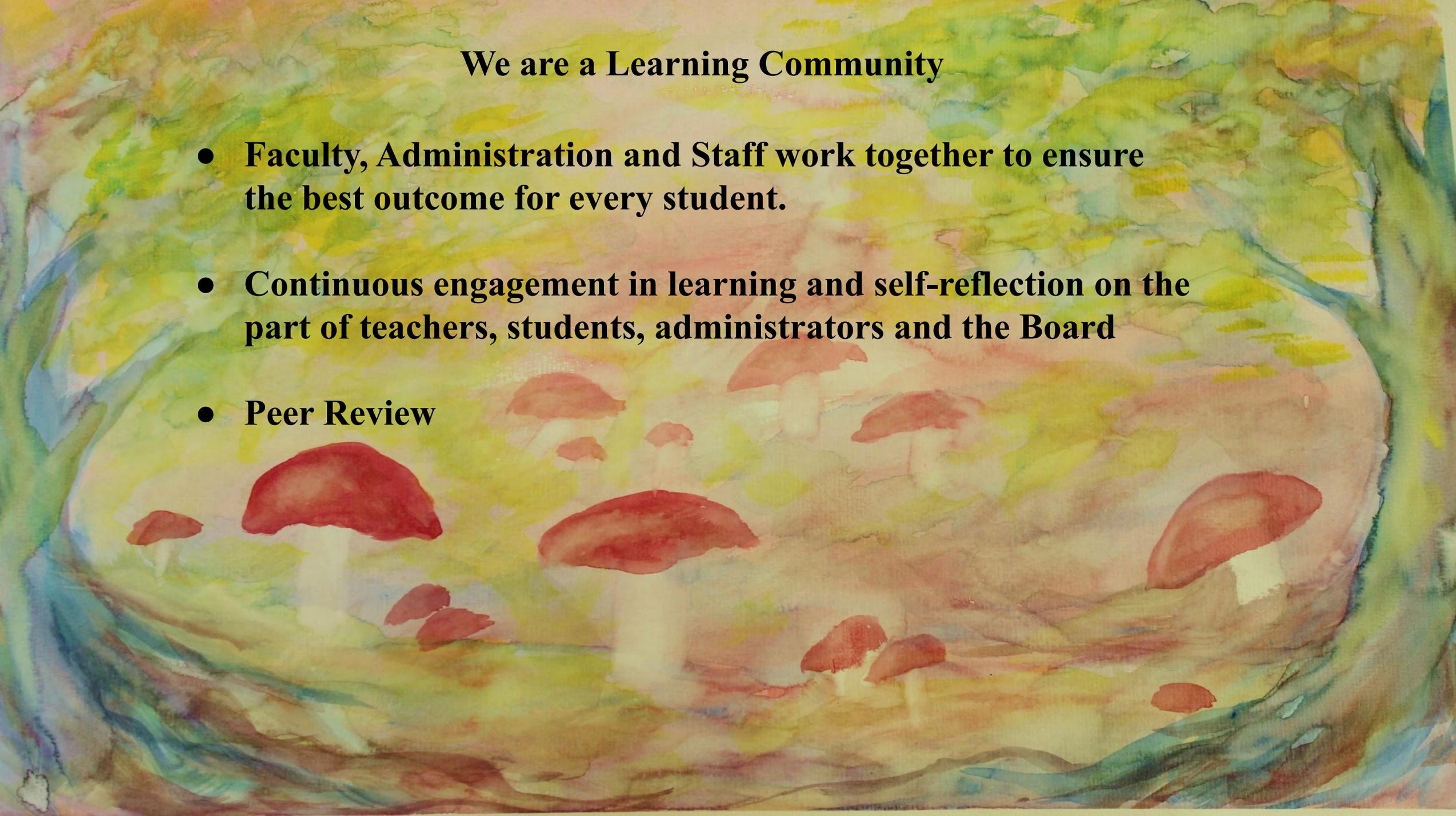
**Enables students to find a sense of safety and allow for authentic self-expression and development of compassion.**

## **We Embrace Models of Collaborative Leadership**

- **Active collaboration among Faculty, Staff, Administration and Board**
- **Faculty have primary responsibility for matters of pedagogy, curriculum, standards, and assessments.**
- **Commitment to studying and deepening understanding of best practices of governance**

## **We are a Learning Community**

- **Faculty, Administration and Staff work together to ensure the best outcome for every student.**
- **Continuous engagement in learning and self-reflection on the part of teachers, students, administrators and the Board**
- **Peer Review**



**We are joining a vibrant community with strong support for ...**



**The Arts:**

Moco, Colonial Theatre, Redfern Arts Center, Keene Art Walk, Hannah Grimes Center, Project Shakespeare, Monadnock Youth Chorus, Keene Art Walk

**Environmental Sustainability:**

Keene 100% Renewable Energy Plan, Green Energy Options, Solar up Monadnock, Keene Earth Day, CRC Source to Sea Cleanup

**Equity and Social Justice:**

Keene Immigrant and Refugee Partnership, Project Home, Antioch New England Community Garden Connections Program, Feeding Tiny Tummies, KSC Diversity and Inclusion Group

## **Learn Everywhere Application Evaluation Report**

**Applicant:** New Hampshire Academy of Science

**Learn Everywhere Program Credits:** Life Science (Biology and AP Biology) and Physical Science (Chemistry and Physics)

**Application Submitted on:** November 9, 2020

Recommendation submitted on December 1, 2020

### **Commissioner Edelblut,**

The New Hampshire Academy of Science (applicant) has submitted an application for approval as a Learn Everywhere program under Administrative Rule Ed 1400 for the purposes of granting credit in Life Science and Physical Science.

An ad hoc review committee, which consisted of two department representatives, a certified science teacher, and an extended learning opportunity (ELO) coordinator, reviewed the initial application for completeness and conformity with application requirements as required by Ed 1400. The committee review determined that the initial application was complete and met all the requirements necessary for approval.

A recommendation is here made by the Administrator of the Bureau of Educational Opportunities that the application meets the minimum requirements necessary for approval.

### **Dr. Nate Greene**

Bureau Administrator  
Educational Opportunities  
NH Department of Education



New Hampshire

# Department of Education

Learn Everywhere Program Initial Application and Related Documentation

Sponsoring Organization Name	 <b>The New Hampshire Academy of Science</b>
Purpose, mission statement, or both	<p>The <b><i>New Hampshire Academy of Science, Inc.</i></b> (NHAS) has a mission to support the scientific research of New Hampshire high school and middle school students and to sponsor their attendance at the annual symposium of the largest scientific organization in the world, the American Association for the Advancement of Science (AAAS). The NHAS is a not-for-profit 501(c)(3) organization, Federal Tax ID #46-5758781 and an affiliated organization of the AAAS.</p> <p>Our Broader Mission is to:</p> <ul style="list-style-type: none"><li>• further the work of scientists and future scientists in New Hampshire;</li><li>• provide a forum for scientific discussion, interaction, and collaboration with the general public;</li><li>• increase public understanding and appreciation of the importance and promise of science in human welfare and progress;</li><li>• encourage authentic scientific research by having scientists mentor students in middle and high school.</li></ul>
Name of Primary Contact	Peter Faletra, PhD
Address	49 Mountain Meadow Rd. Warren NH, 03279
Phone Number and website	<a href="http://www.NHAcadSci.org">www.NHAcadSci.org</a> 603-764-5284

**1. A description of demonstrated qualifications and a statement assuring that the instructor satisfies those qualifications:**

New Hampshire Academy of Science (NHAS) requires all teaching personnel to have undergraduate degrees in science from accredited colleges or universities as well as a demonstrated background in scientific research.

All supervisors have advanced degrees in science as well as teaching experience. The Executive Director of the NHAS, Dr. Peter Faletra, serves as oversight director of all courses. Dr. Faletra was a NH certified teacher of middle school science and high school Biology for 10 years. He is an accomplished research scientist with numerous peer-reviewed publications.

The two other NHAS instructors are Dr. Kelly Salmon and Alyson Michael. Dr. Salmon is a senior scientist with a PhD in molecular biology. She has 3 years' experience administering our programs with middle school and high school students and has experience teaching ethics at the graduate school level. Alyson Michael is a materials chemistry PhD candidate at Dartmouth College. She has an undergraduate degree in biochemistry from Ohio Wesleyan University and has taught chemistry labs to undergraduates at Dartmouth College.

More information about our staff and their qualifications may be found [here](#).

**2. A criminal history records check policy that includes a statement affirming that the sponsoring entity shall not allow instruction or student contact by a person who has been charged pending disposition for, or convicted of any violation or attempted violation of any of the offenses as outlined in RSA 189:13-a, V pursuant to a criminal history records check conducted by the department of safety as outlined in Saf-C 5703.06 through Saf-C 5703.11.**

**NHAS Criminal History Records Check Policy.**

In accordance with NH RSA189-13a, the NHAS requires all staff, substitutes, volunteers and contracted service providers to complete a criminal history records check through the NH Criminal Records Unit, with results received at the NHAS office, BEFORE they will be approved for hire and/or allowed in the lab or programs, whether in-person or virtually.

**Instructional Programs**

**1. Identification of the education, program, or opportunity from Ed 306.27(t) for which students completing the learn everywhere program shall receive high school credit(s);**

We are applying for the following 4 instructional courses for which one high school credit each will be given in recognition of student's achievement:

- 1) Biology Research (Life Science) 1 credit**

- 2) **Chemistry Research** (Physical Science) 1 credit
- 3) **Physics Research** (Physical Science) 1 credit
- 4) **AP Biology** (Life Science) 2 credits

**2. An outline of each program for which approval is sought, which includes goals, competencies, and a description of expected student outcomes;**

*Research in Biology, Chemistry, and Physics*

Our research experiences in biology, chemistry, and physics all will share the following general outline and structure.

The **goals** of each NHAS research program include providing the following in accordance with Ed 306.45(e):

- (1) Opportunities for student researchers to learn first-hand the impact, limitations, fundamental principles, and methods of scientific research;
- (2) Opportunities for students to form their own hypotheses, design their own experiments, record their observations, analyze their data, and draw their own conclusions for their own scientific research project;
- (3) Opportunities for students to gain an understanding of the attitudes, ethics, and problem-solving techniques needed for life in a complex technological society;
- (4) Mentoring, fieldwork, and experimentation designed to enable students to:
  - a. Gain experience with the methods of studying natural phenomena;
  - b. Develop an understanding of the interrelationship and interdependence of living organisms and the role of a biological organism in the physical world;
  - c. Advance scientific knowledge through engagement of the scientific method of investigation with an emphasis on the role of observation and experimentation;
  - d. Gather scientific data through laboratory work, field work, and computational research;
  - e. Present their data graphically and interpret graphically-presented data from the scientific literature;
  - f. Use their experimental data to draw conclusions and make inferences;
  - g. Develop scientific problem-solving skills that can be employed to solve problems in everyday situations;
  - h. Communicate quantitative and qualitative data clearly and concisely through the written word, mathematical relationship, and oral presentations.
  - i. Understand and apply the unifying concepts and principles within the natural sciences;
  - j. Develop an awareness of the philosophical, ethical, legal, political, and economic impacts of science and technology;
  - k. Appreciate that science is a human endeavor that builds upon the work of generations of scientists;

- I. Become aware of the concerns around the current and future impacts of science and technology on society and the environment.

Authentic scientific research includes, but is not limited to:

- In-person and online lessons that provide the knowledge base and background concepts required for full engagement with authentic research experiences. See example listing of lessons [here](#).
- Creation of a written research proposal that includes:
  - Background literature search
  - Hypothesis
  - Material
  - Methods
  - Research plan with timeline
- Completion of a research project that includes:
  - Training by the instructors in the experimental techniques needed to conduct the research
  - A research plan
  - Adjustments to the research plan based on preliminary findings
  - Collection of quantitative and qualitative data
  - Statistical analysis of the gathered data, when appropriate
  - Drawing of conclusions based on gathered data
- Writing and revising a summary paper, which shall include:
  - Abstract
  - Introduction
  - Materials
  - Methods
  - Results
  - Discussion
  - Conclusion
  - Bibliography
- Presentation of research to the scientific community, which shall include at least one of the following:
  - Preparation of a scientific conference style poster for presentation to experts in the field, NHAS mentors, and student-peers
  - Oral presentation of results/conclusions to experts in the field, NHAS mentors and student-peers
  - Compilation of a summary video describing the investigation and major results/conclusions
- After completing a revision process, the research may be:
  - Submitted for peer-review by NHAS mentors

- Published in the proceedings of the AAAS meeting or an appropriate peer-reviewed academic journal

The **shared competencies** of the research programs in biology, chemistry, and physics include, but are not limited to:

- (1) Proficiencies in experimental design including:
  - a. Positive and negative controls
  - b. Experimental planning
- (2) Proficiencies in experimental data analysis employing:
  - a. Spreadsheets for data compilation and analysis
  - b. Presenting data in multiple graphical and tabular formats
- (2) Proficiencies in technical writing including:
  - a. Development of an experimental proposal
  - b. Compilation of a summary paper outlining the key findings of the long-term investigation
- (3) Proficiencies in scientific presentation demonstrated by completion of one of the following:
  - a. Preparation of a professional scientific poster for presentation at a scientific conference
  - b. Verbal presentation of the findings of the investigation
  - c. Compilation of a video describing the investigation and its key findings

The **shared outcomes** of the research programs in biology, chemistry, and physics include, but are not limited to:

- Submission of research proposal that includes, but is not limited to:
  - Background of research to be conducted
  - Hypothesis to be investigated
  - Proposed methods to be used
  - List of required materials and instrumentation
  - Research plan with timeline for the long-term multi-experiment investigation
- Maintenance of a detailed laboratory notebook that will contain:
  - Records of observations, data collection, and results of experiments/investigations
  - Summary records of weekly correspondence or meetings between student and respective instructor
  - Records of experimental data
- Submission of a summary paper after several rounds of edits made by the student and instructor. It will, in form and substance, resemble an article

from a peer reviewed scientific journal through the inclusion of the following sections:

- Abstract
  - Introduction
  - Materials
  - Methods
  - Results
  - Discussion
  - Conclusion
  - Bibliography
- Communication of the results of the long-term research investigation via one, or more, of the following:
    - Preparation of a professional scientific conference style poster for presentation to experts in the field, NHAS mentors, and student-peers
    - Oral presentation of results/conclusions to experts in the field, NHAS mentors and student-peers
    - Compilation of a summary video describing the investigation and major results/conclusions
    - Submission for peer-review by NHAS mentors, if appropriate
    - Publication in the proceedings of the AAAS or an appropriate academic journal, if accepted.
  - A total of at least 140 hours is expected to be required for completion any of the three research courses.
    - A minimum of 20 hours of preparation for experimentation is expected to be done outside of the scheduled time in the lab.
    - The research project is expected to be complex enough to require at least 75 hours of experimentation.
    - It is expected that students will participate in at least 15 hours of team meetings and supplemental lectures.
    - It is anticipated that at least 30 hours will be spent by the student in the preparation of the summary paper and presentation(s).
  - In some cases, the research may lead to:
    - Abstract publication
    - Presentation to regional and or national science communities
    - Full paper publication as a pre-print or peer-reviewed paper in appropriate journals
    - Attendance as a NH student delegate to the American Association for the Advancement of Science annual meeting
    - Induction into the American Junior Academy of Science

Goals, competencies, and outcomes specific to each field of research offered are listed below.

*1) Biology Research (Life Science)*

- The specific **goals** of the **Biology Research course** will include, but are not limited to:
  - Empowering students to comfortably work in a biological research laboratory environment
  - Introducing of students to the variety of careers available in biological research
  - Developing students' skills in biology-specific laboratory techniques
- The **competencies** specific to the **Biology Research course** will include, but are not limited to:
  - Proper application of all safety procedures of a BSL-1 laboratory including the safe use of all instruments that will be used in the students' investigations
  - Ethics training, guided by the National Institutes of Health standards, to enable the ethical design and execution of a scientific investigation
    - With special emphasis on the ethics of model organism use
  - Proficiency in basic instruments including:
    - Scales and balances
    - Pipettes of a variety of sizes
      - Both manual and semi-automated
    - Scientific glassware for:
      - Volume measurements
      - Compound preparation and dispensation
      - Chemical and specimen storage
    - Microscopes appropriate for the investigation, which may include:
      - Stereo zoom microscopes
      - Compound microscopes
      - Fluorescent microscopes
    - Autoclave for sterilization
    - Clean/sterile hood for sterile sample preparation
  - An understanding of differences in precision, accuracy, and resolution in measurements
  - Proficiency in aseptic techniques, depending on area of investigation
  - The ability to design and apply single- and double-blind experiments when appropriate
  - Statistical analysis of large populations of data, when appropriate, including:
    - Discernment of significant differences in data sets via parametric or non-parametric analyses about a mean
      - The most common techniques used are anticipated to be the Student's t-test and ANOVA.

- The **outcomes** specific to the **Biology Research course** will include, but are not limited to:
  - Proficiency in biology specific laboratory techniques
  - An understanding of the ethical requirements of biological research
  - The ability to use statistical methods to analyze large datasets

## 2) *Chemistry Research (Physical Science)*

- The specific **goals** of the **Chemistry Research course** will include, but are not limited to:
  - Empowering students to work in a chemical research laboratory environment
  - Introducing students to the variety of careers available in chemical research related fields
  - Developing student's skills in chemistry-specific laboratory techniques
- The specific **competencies** of the **Chemistry Research course** will include, but are not limited to:
  - An understanding and appreciation of the chemical and physical hazards presented in a laboratory environment and the measures needed to mitigate those hazards including:
    - Proper use of personal protective equipment
    - Proper use of a chemical fume hood
    - Use of the Global Harmonized System for labeling hazardous materials
    - Ability to read and understand materials and safety data sheets
    - Proper storage and disposal procedures for hazardous materials
  - Ethics training, guided by the standards of the National Institutes of Health, to enable ethical design and execution of a long-term scientific investigation
    - With emphasis on ethical recording and presentation of data
  - Proficiency in basic scientific instruments including:
    - Analytical balances
    - Micropipettes
    - Volumetric pipettes
    - Transfer pipettes
    - Choosing appropriate laboratory glassware for each experiment
      - With emphasis on green chemistry techniques
  - Proficiency in the use and maintenance advanced scientific instruments appropriate to the investigation which may include:
    - Scanning ultra violet/visible spectrophotometer
    - High performance liquid chromatograph
  - Ability to make a standard curve and use the calculated curve to find the concentration of an unknown

- Understanding of significant digits and the difference between random and systematic error including the propagation of error throughout an experiment
- The specific **outcomes** of the **Chemistry Research** course will include, but are not limited to:
  - Proficiency in chemistry-specific laboratory techniques
  - An understanding of chemical laboratory safety
  - Proficiency in reporting data with appropriate statements of error

### 3) *Physics Research (Physical Science)*

- The specific **goals** of the **Physics Research** course will include, but are not limited to:
  - Empowering students to feel comfortable working in a physics/engineering laboratory environment
  - Introducing students to the variety of physics/engineering research related careers available
  - Developing students' skills in physics/engineering-related laboratory techniques
- The specific **competencies** of the **Physics Research** course will include, but are not limited to:
  - Proper assessment and mitigation of research related physical hazards
    - Proper use of personal protective equipment
    - Rigorous safety instruction on the use of low-powered lasers
  - Ethics training, guided by the standards of the National Institutes of Health, to enable ethical design and execution of a long-term scientific investigation
    - With emphasis on the ethical repercussions of eventual research application
  - Proficiency in basic scientific equipment including:
    - Scales and balances
    - Digital Vernier calipers
    - 3D printers
    - CAD software
  - Basic computer coding
  - Understanding of the iterative process of design
  - When applicable, the proper use of error propagation and statistical analysis
- The specific **outcomes** of the **Physics Research** course will include, but are not limited to:
  - Proficiency in physics-specific laboratory techniques
  - An understanding of the safety procedures needed in a physics laboratory
  - An understanding of the design process from model to prototype to final product

## *AP Biology*

- The **goals** of the **AP Biology** course will include:
  - A level of mastery of the topics of advanced biology sufficient to earn a minimum of a “2” according to the AP Bio Rubric (see attached AP Bio Rubric and Lab Rubric) in the evaluatory metrics of short papers, section tests, research paper, lab reports, and poster.
- The **competencies** of the **AP Biology** course, which coincide with our submitted syllabus and rubrics, will include:
  - Safe laboratory procedures including the proper and safe use of standard laboratory equipment and instruments and BSL-1 laboratory issues
  - Proper use of personal protective equipment
  - Ethics training according to NIH standards
  - An understanding of introductory molecular and cell biology
  - A working knowledge of genetics, both molecular and hereditary
  - Understanding of population biology
  - Comprehension of the systematics of nature and classification systems
  - Proficient understanding of evolution including:
    - The history of the development of the evolutionary principle
    - The mechanisms of evolution
      - Genetic change
      - Natural selection
      - Genetic drift
    - Adaptation, fitness, and specialization
    - Convergent vs. parallel evolution
    - Speciation
  - Introductory ecology including:
    - Ecosystem structure
    - Energy flow through an ecosystem
    - Four major kinds of ecosystems
    - Effect of environmental factors on all living systems
  - Thermodynamics of biological systems including maintenance of dynamic equilibrium
- The **outcomes** of the **AP Biology** course will include:
  - Short papers or poster on readings
  - Section tests composed of:
    - Short answer questions
    - Essay questions requiring drawings, tables and graphs to convey command of the subject matter
  - Laboratory reports and observational evaluation of laboratory techniques
  - Major Research Paper
  - Poster

- AP Biology Exam (optional)

Please see our AP Biology Syllabus in the Appendix section and the related Rubrics

### **3. Plan for recording student progress in meeting expected student outcomes:**

#### Research in Biology, Chemistry, and Physics

All students will be assigned a mentor scientist who works alongside them, tracks progress, and provides feedback and advice on a weekly basis. The recording/tracking of students' progress will be based on:

- The student exhibiting expertise in their experimental methods as viewed by the instructor
- Entrance and exit evaluations, prepared by an outside expert STEM educational evaluator.
- Weekly review of observations and recorded data
- Monthly review of students' assigned readings or online instructional lessons, found [here](#), to ensure an understanding of concepts that underpin research
- Students' effective use of graphical/visual representation of data and proper application of statistical analysis
- Meeting of timeline for preparation of research paper, poster, and presentation

#### AP Biology

Over the course of one academic year, students will meet online every week for at least 1.75 hours with the instructor to review assigned lessons, readings, essays, lab experiments/papers. That will require at least 140 hours of work, not including time in the lab conducting experiments. These laboratory experiments will have at least 56 hours of in-the-lab experimental time over the academic year. Section tests will be given over the span of the course. Laboratory experiments will be conducted at our STEM Lab in Lyme NH and be evaluated based on direct instructor observation of safe and proper instrument use as well as written lab experimental papers that adhere to standard format of: Introduction, Methods, Results, and Discussion/Conclusions. During weekly meetings, students' participation in discussions will be evaluated both on demonstration of understanding and effective communication. A final research paper that is a report of at least 8 hours of lab experimentation investigating a specific hypothesis will be submitted and evaluated at the end of the course. This research paper will be evaluated based on the students' proper execution of background literature research, execution of design, safe/ethical bench research, and submission of paper with standard sections of Introduction, Methods, Results and Discussion/Conclusions. Students may take the AP Biology Exam, if desired.

### **4. A description of assessments of student learning outcomes, including, but not limited to:**

- **Instructor observation of problem-based learning, including off-site learning projects;**

- **Competency-based or performance-based assessments;**
- **Instructor observations of student performance;**
- **Evaluation rubrics used to evaluate program proficiencies where a minimum average of a score of -“2” is required for credit as shown in the attached rubric; and**
- **Other assessment approaches as determined by the learn everywhere program;**

#### Research in Biology, Chemistry, and Physics

All students are assessed on a weekly basis, with feedback given in real time verbally at each work session. Students take an entrance evaluation and exit evaluation that was prepared by an outside expert STEM educational evaluator.

Since this course is a problem-based investigation over 140 hours of learning, the timeline of when particular assessments occur will depend, to some extent, on any one student’s individual projects and abilities. In the first third of the course, all students will be assessed, at the appropriate time, through direct observation by their respective instructor(s) as to their progress towards the applicable competencies outlined above.

In the latter two thirds of the course, instructors provide more intense feedback, not only on basic subject material but also as to progress towards the final outcomes of the course including the summary paper and chosen presentation.

Since our problem-based course is centered on the overarching objective that each student will have an authentic experience of the scientific process, the rubric for evaluation is directly based on tracking the students’ progress through this process so that each student will be:

1. Able to use the appropriate published scientific information to come up with their own research idea;
2. Knowledgeable of the background concepts underpinning their field of research;
3. Responsible for the creation of a research proposal that includes the request for materials and instruments that match their research protocol’s/method’s needs;
4. Able to safely and logically execute experiments
5. Capable of recording data and presenting it in a graphic or tabular formats that include statistical analyses
6. Able to effectively communicate their findings in formats and venues typical of scientists such as abstracts, full manuscripts, verbal presentations and posters.

#### AP Biology

Section tests, similar in style and content to the AP exam but covering only the most recent course material, will be administered throughout the course. Laboratory experiments will be evaluated both by instructor observation and written laboratory reports that follow the standard format of that most commonly seen in research manuscripts. Class involvement in weekly online meetings will be evaluated on comprehension of course material and efficacy of communication. The class will culminate in the execution of an original research experiment

and submission of a respective research paper. We will provide practice and the opportunity to take the AP Biology Exam, when desired.

### **Admissions**

**1. A description of methods for admission which shall not be designed, intended, or used to discriminate or violate individual civil rights in any manner prohibited by law;**

#### NHAS Course Admissions Policy

Admission is non-competitive and students of all backgrounds are selected. The [Summer Program](#) for research in life and physical sciences welcomes a diverse cross-section of learners including racial and ethnic minorities, and people from all socioeconomic backgrounds. All students are required to attend the entire program including training in safety and ethics. Students with minor date conflicts are encouraged to apply despite the minor conflicts; our staff will assist participants to facilitate dealing with minor schedule conflicts to ensure they get the most from the program. Students with significant date conflicts, such as missing key days (first two days of safety and experimental planning), are encouraged to delay their application for another year. Please check with our staff to find if your conflicts are only minor.

#### **Eligibility and Selection for the NHAS Programs giving credit for research in Biology, Chemistry of Physics:**

By the fall (start) of any academic year the student must be in grades 8-12. Preference will be given to applicants who:

- show sound academic achievement with no minimum grade achievement
- exhibit personal and academic responsibility
- exhibit curiosity of the natural world
- work well either as an individual or in a team

#### Non-Discrimination Statement

NHAS is open to all students, on a space-available basis, and shall not discriminate on the basis of race, color, national origin, creed, sex, gender identity, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement. NHAS adheres to all applicable provisions of federal and state law relating to students with disabilities including, but not limited to, the Individuals with Disabilities Education Act, section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990 and New Hampshire state laws.

Our admission policy is guided by our purpose, which is to provide an outstanding STEM educational program.

Any rising or current 8th to twelfth grader can apply for admission to NHAS Learn Everywhere program. We seek a diverse student population with students who bring a range of interests, backgrounds, and strengths to our program. We hope to enroll students who have the desire to participate fully in our program.

Admissions decisions are not based on rigid lines of academic performance but on a thoughtful reflection of our available human resources, our ability to provide high quality learning opportunities for all of our students, and the students' and the respective families' support of our program's vision, policies, and standards.

Admission is on a rolling and first-come-first-served basis. Decisions are made without regard to ability to pay. Our policy is to not turn students away for their inability to pay, offering financial aid on a sliding scale.

We actively target rural students from economically depressed regions who have little access to stimulating science research opportunities. One of our missions is to attract and retain students who would otherwise have limited access to the world of inspiring scientific experiences.

Our admissions policy takes in to account:

- 1) Age appropriateness - These Learn Everywhere courses are intended for high-school-aged students with exceptions for advanced 8<sup>th</sup> graders.
- 2) Grade level/course pre-requisites - These courses require that students have completed some basic science courses or can show evidence of some command of the basic science background to be able to succeed in the curriculum. Admission is not dependent on grades received in any course.

## **2. A description of how the program will liaison with the local education agency (LEA) for students with an education plan pursuant to section 504 of the Rehabilitation Act;**

When a parent chooses to enroll a student at NHAS, the school district of residency remains responsible for provision of necessary related services to all children with disabilities residing within the district, required under the Individuals with Disabilities Education Act (IDEA), the Americans With Disabilities Act, and New Hampshire Law.

We are committed to ensuring that our programs, services, and activities are accessible to staff, members of the school community, students, and family members. As such, NHAS welcomes collaboration with the student's sending district in the development and implementation of an appropriate 504 plan or any accommodations needed to allow students of all abilities to participate fully in our programs.

3. A description of how the program will liaison with the LEA for a student with disabilities, consistent with the student's IEP to include, but not be limited to coordinating:

- Required special education programs
- Support services

- Least restrictive environment
- A statement that the program understands that it has certain responsibilities, pursuant to Section 504 of the Rehabilitation Act, if it receives Federal funds, or the Americans with Disabilities Act, as amended, to provide students with disabilities with equal access and equal opportunities to participate in the Learn Everywhere program, including by providing the student with reasonable accommodations

We recognize that students have unique and distinctive learning styles. We are committed to working with parents, students and school personnel to develop a curricular program to meet the instructional needs of students with different talents, interests, and development.

The nature of our program allows us to personalize the education of each student. Our one-on-one mentorship model is especially effective at personalizing both teaching and assessment of students. The flexibility of our format allows us to provide students with all reasonable accommodations.

Consistent with *child find* and parent consent obligations, the NHAS will contact the student's school district of residency when a specific learning disability is suspected, and when appropriate, file a special education referral.

### **Minimum Standards**

#### **1. A description of how the program meets the minimum standards for graduation credit for the program as referenced in Ed 306.31 through Ed 306.48;**

As an advanced STEM program, all classes taught at NHAS exceed the relevant portions of Ed 306.45(e)(4)f "General or advanced science which shall include subject matter appropriate to the disciplines listed in e. above", and the entirety of Ed 306.45(e)(5).

#### **2. Number of credits the program will fulfill;**

Each of the Research courses that we offer will grant a single high school credit either in life science or physical science. For the AP Biology we will grant 2 life science credits.

We are applying for 4 instructional programs for which one credit each is sought including the match to Ed 306.27(t)

- 1) Biology Research** (Life Science) 1 credit
- 2) Chemistry Research** (Physical Science) 1 credit
- 3) Physics Research** (Physical Science) 1 credit
- 4) AP Biology** (Life Science) 2 credits

#### **3. A competency-based grading description;**

All completed courses are assigned a final credit that is generated from both academic performance and laboratory work. As indicated in the Research-Based courses and the credit granting Rubric, the credit to be given is based on achieving a minimum standard in a number of goals and competencies that lead to measurable tangible outcomes. An example outcome is a research paper that is based on a long-term set of experiments that in turn answer an overarching hypothesis tested by modern science empirical standards. These courses are all guided by safe and proper laboratory procedures and the ethical standard set out by the US National Institute of Health

Academic Credit: Each course at NHAS has competencies. All competencies are listed in the respective sections above. NHAS offers both formative and summative assessments throughout each course that are linked to specific course competencies. Students must earn a passing grade in each competency in order to receive credit for a course. (See appendix with rubric for research courses and separate rubrics related to AP Biology)

### **Facilities**

1. A description of facilities to be used for educational instruction and a description of how the facilities will meet the priorities of the program;

The New Hampshire Academy of Science (NHAS) operates its own STEM Lab. The NHAS Stem Lab is housed in a leased Building at 95 Dartmouth College Highway in Lyme NH. The building has a handicap accessible bathroom and eating area. The STEM Lab has all of the required safety equipment including an eye wash station, acid cabinet, flammable cabinet, biological safety cabinets, and fume hood. The NHAS has a non-terminating lease with the Crossroads Academy. The NHAS has a very positive and close relationship with Crossroad Academy (CA). Having successfully raised over \$1,800,000 in donations from regional STEM companies, the NHAS is partnering with CA to add a ~2500 square ft. "Michael Fanger STEM Center" laboratory by 2021.

The current NHAS 1,200 square foot lab is a Biosafety Level 1 laboratory (BSL-1) outfitted to perform sterile plant and animal tissue culture and bacteriology, and especially to fully take advantage of standard biological model systems without the use of biologically hazardous organism and infectious agents. We also have a 1400 ft<sup>2</sup> storage space.

We have an extensive array of equipment including but not limited to:

- Microscopic and digital imaging
- Fluorescent compound and fluorescent stereo-microscopes
- Stereo zoom microscopes
- Advanced digital imaging
- 2 biosafety cabinet clean benches for sterile work
- Various advanced spectrophotometric instruments
- HPLC

- Advanced optical engineering pneumatic table
- Advanced 3D printers
- An extensive array of molecular biology instrumentation including, 12 thermocyclers, 12 gel electrophoresis units, an RT-PCR machine, and a Nanodrop machine.
- > 45 micropipettes
- Over 2,000 pieces of specialized scientific glassware
- Autoclave
- 6 incubators
- 3 standard freezers and 1 ultra-cold freezer.

We have a regional community of biotech, industrial, and academic professionals that provide extensive support such as Dr. Erik Griffin at Dartmouth College and Dr. Chery Whipple from Colby Sawyer College for *C. elegans*; Dr. Zi Chen, Ann Lavanway, and Dr. Markus Testorf at Dartmouth for microscopy and imaging support; Dr. Zheng Duan and Ms. Lin Chu from Hypertherm Inc. for engineering and computational guidance. The regional Veterans Administration Hospital has donated extensive amounts of instruments in excess of \$100,000.

**2. A statement affirming that the facilities shall comply with all applicable federal and state health and safety laws, rules, and regulations, including, but not limited to the following:**

The NHAS facilities comply with all state and local fire safety; Barrier-free access under Abfd 300, code for barrier-free design, and the Americans with Disabilities Act of 1990(ADA), as amended by the ADA Amendments Act of 2008; and Participation in the Learn Everywhere program shall not require facility requirements not otherwise required by state or federal law.

**Insurance**

**1. Proof of insurance for protection of children in care and in amounts as recommended by the program’s insurance provider, which provider shall be licensed to do business in the state of New Hampshire and which the department shall be an additional named insured so as to receive notice of policy changes or cancellations;**

Please see attached Proof of Insurance in submittal package:

**2. A policy for signature of parents or legal guardians of students, or emancipated minors, referred by an LEA to an approved Learn Everywhere program.**

The following is a policy that parents or legal guardians of students, or emancipated minors must sign prior to participating in the Learn Everywhere courses we administer.

“I (the parent/legal guardian of, or the emancipated student, \_\_\_\_\_/\_\_\_\_\_) covenant and agree at all times to indemnify and hold harmless the (school district), their school boards,

officers, directors, agents, employees, all funding districts and sources, and their successors and assigns, (the “indemnified parties”) from any and all claims, demands, actions and causes of action, whether in law or in equity, and all damages, costs, losses, and expenses, including but not limited to reasonable attorneys’ fees and legal costs, for any action or inaction of the state approved Learn Everywhere program, its board, officers, employees, agents, representatives, contractors, guests and invitees, or pupils.”

## Appendix

AP Biology Syllabus  
&  
Relevant Rubrics



THE NEW HAMPSHIRE ACADEMY OF SCIENCE  
[www.NHAcadSci.org](http://www.NHAcadSci.org)

## NHAS AP BIOLOGY SYLLABUS

**Duration: At least 140 hours of study and experimental work during an academic year**

Students are expected to participate in weekly ~ 2-hour meetings, usually held virtually.

Some short experiments will be conducted remotely.

An all-day of laboratory experiments held at our lab will be scheduled about once every month.

**Study Materials:** Although most standard biology texts will work well, as most of our learning is not text-based, we recommend the following:

Hard copy text: *Campbell Biology* (the most recent edition is the 10<sup>th</sup> edition with an ISBN-13: 978-0321775658). The used edition costs about \$30.00.

On-line free text: <https://openstax.org/details/books/biology-2e>

In addition to the content of whatever text you use to cover the following subjects, we include links to enrich the subject matter and place the information in a broader context than the text or online venue you are using provides. Many of the links are found at our [NHAS website instructional lessons](#).

**Pacing and Evaluation:** This course content is detailed in the AP Syllabus (see appendix). The syllabus content sequence will take at least 140 hours to cover. During the first week of class, students should set up a pace chart, which is especially important for those wishing to take the AP exam. There are suggested due dates for some readings.

Students will be evaluated in the following ways:

1. Essays and poster on readings 20%
2. Section-tests composed of short answer and long answers requiring drawings, tables and graphs to convey command of the subject matter 20%
3. Labs and lab reports (all labs are to be followed by a lab report due within 7 days after lab). Labs will include observational evaluation of technique by instructor 40%
4. Research paper on problem-based experiment that entails at least 8 hours of experimentation/observation/data gathering 20%

### **Enrichment Readings:**

Lucretius, *De Rerum Natura*, books 1, 2, and 3. (two page summary due October 30<sup>th</sup>)

Aldous Huxley; *Brave New World*. (two-page summary due November 30<sup>th</sup>)

Your choice of any biography of Madam Curie (a short video you create as a summary of her life; due January 30<sup>th</sup>)

### **I. Introduction**

A. Characteristics of Living Things (like energy, life is difficult to define)

B. Science Compared to Non-Science (Karl Popper) <https://fs.blog/2016/01/karl-popper-on-science-pseudoscience/>

C. Scientific Method (if there is “one”) <https://www.youtube.com/watch?v=EYPapE-3FRw>

#### D. Homework exercise:

Experiments define modern science (the empirical world) Lab: Consider an investigation on a psychotropic drug that is being tested to treat depression. The drug will be evaluated in its effectiveness through a personal evaluation by a physician. To avoid bias you need to design an experiment that would avoid both physician and patient biases. In your design be clear about all the names of the groups of patients you will use and any other groups or variables you should consider. **Oral presentation required**

## II. Chemistry

- A. Atomic Structure: Subatomic Particles, Electron Shells
- B. Chemical Bonding: Covalent, Ionic, Hydrogen Bonds
- C. Biologically Important Compounds and Molecules

### Lab on Milk chemistry

#### 1. Properties of Water

<https://static1.squarespace.com/static/580d5051cd0f68322963dc55/t/5ec56a60be4c4531fd48ffa1/1589996130821/Milk+Experiment+Background+and+Procedure.pdf>

This home lab activity will require you to record your results by video and explain why the motions of the fluids behave as they do.

- 2. Acids, Bases, Buffers
- 3. Macromolecules: Carbohydrates, Lipids, Proteins & Nucleic Acids (lab, analyzing the nutritional content of one week of your diet)

### Lab on measurements

**This lab will introduce you to the safe and appropriate use of a variety of liquid and solid measurement instruments in our lab. These include**

- Serological pipets
- Micropipettes
- TD and TC glassware
- Digital and non-digital scales
- Calipers
- Digital and non-digital thermometers

You will use a wide variety of the above instruments to make a variety of liquid and solid measurements.

At the end of this lab you should be able to:

- Know what instruments to use when and how to safely measure a variety of substances in different states of matter.

- Understand accuracy, precision, and resolution
- Where these instruments are located in our lab for future use.

### III. Cell Biology

#### A. Comparison of Prokaryotic and Eukaryotic Cell Structures

#### B. Eukaryotic Cell Structure

1. Functions of Organelles (you will use the histology website <http://histologyguide.org/EM-atlas/01-introduction.html>)

<https://blogs.scientificamerican.com/lab-rat/bacteria-with-bodies-multicellular-prokaryotes/>

Nucleus

Ribosome

Endoplasmic Reticulum (ER), RER, SER

Mitochondrion

Chloroplast

Lysosome

Golgi Complex

Peroxisome (Microbody)

Centriole

Cilium/Flagellum

Cytoskeleton (Homework/lab on recognizing ultrastructure with TEM and SEM and drawing a plant and animal cell)

#### Lab on Histology of Plant and animal cells

#### At the end of this lab you will be:

- Able to safely and correctly use both a compound and stereo zoom microscope
- Be able to recognize basic animal tissues including
  1. Connective
  2. Epithelial
  3. Muscle
  4. Nervous
- Be able to recognize plant tissues. Plants tissues are sometimes categorized as:
  1. dermal
  2. ground
  3. vascular
- They are also sometimes categorized as:
  1. Meristematic (undifferentiated)
  2. Parenchyma (differentiated)
  3. Collenchyma (differentiated)
  4. Sclerenchyma (differentiated)

## 2. Membrane Structure and Function

<https://www.youtube.com/watch?v=y31DIJ6uGgE>

### **Scientific drawing of an animal and plant cell and flow chart of intracellular mechanism of protein production and exocytosis**

## 3. Movement Across Membranes and activation of receptors

Diffusion/Osmosis (Lab on osmosis)

Your lab on osmosis is to first review your information regarding osmosis. Before you begin designing, be sure to have a thorough understanding of the following Terms:

- Osmosis
- Plasma membrane
- Semipermeable
- Tonicity
- Hypotonic
- Isotonic
- Hypertonic
- Equilibrium
- Diffusion
- Dialysis tubing
- Starch
- Glucose
- Starch indicator

Using this information, design and perform an experiment on osmosis using potato cores immersed in various solutions. Make sure to have a means to determine what concentration of solutions would be considered isotonic.

Watch this video only AFTER the lab has been performed and you have written your experimental report including its discussion section.

<https://www.youtube.com/watch?v=LeS2-6zHn6M>

Facilitated Diffusion  
Active Transport  
Endocytosis and Exocytosis  
Insulin receptor binding

### **TEST on previous all previous Sections to this point**

## C. Energy Conversion in Eukaryotic Cells

1. Laws of Thermodynamics

<https://static1.squarespace.com/static/580d5051cd0f68322963dc55/t/5cf0848f10e8be000127770f/1559266451505/Overview-of-Energy-and-Thermodynamics.pdf>

2. Energy Flow: Photosynthesis, Cell Respiration

<http://www.bozemanscience.com/013-photosynthesis-and-respiration>

<http://www.bozemanscience.com/photosynthesis>

2a. Photosynthesis- Overall Equation of photosynthesis

1. Structure of the Chloroplast

2. Light Reaction of Photosynthesis

- Location
- Photosystems and Their Pigments
- The Role of H<sub>2</sub>O
- The Role of NADP
- The Role of Electron Transport
- Chemiosmotic Phosphorylation

3. Light Independent Reaction - Calvin Cycle

- The Role of RuBP
- The Role of CO<sub>2</sub>
- The Role of NADPH<sub>2</sub>
- The Role of Rubisco Enzyme
- The Role of ATP

4. How light and dark reactions work together

5. C<sub>3</sub> and C<sub>4</sub> Photosynthesis CAM plants

2b. Cellular Oxidation of Glucose

1. Mitochondrion Structure

2. Glycolysis

- Where is ATP Required (why?)
- Where is ATP Produced (how?)
- Why is there a split in the pathway and how does nature deal with the uneven split in the 6-carbon structure?
- What is Net Gain in ATP and how is this determined?
- Compare Aerobic and Anaerobic Glycolysis
- What is the Role of NAD and how do NAD<sup>+</sup> and NADH act in REDOX reactions?
- What are the roles of Anaerobic Glycolysis in various life forms and cells?

3. Conversion of Pyruvate to AcCoA and why is this a central way point in metabolism?

4. Krebs Cycle and the Role of AcCoA

- Role of NAD
- Role of FAD

- Net Gain of ATP
- Where is CO<sub>2</sub> released and how does the human body deal with this?

#### 5. Electron Transport System

- What are the roles of FADH<sub>2</sub> and NADH
- What is the Role of diatomic oxygen
- How Much ATP is Produced per NADH, FADH<sub>2</sub> and why is there a difference
- Do plants utilize this system as well as animals?
- 

**Test on all sections since the last test Section III parts 1 and 2**

### IV. Genetics: Molecular

- Chromosome Structure and Replication of DNA  
<https://learngendev.azurewebsites.net/content/basics/readchromosomes/>
- DNA as the genetic material
- <https://www.youtube.com/watch?v=vQOdDGM5vSg>  
  
<https://www.youtube.com/watch?v=OcPKbdiuUj0>
- Mitosis and cell division  
<https://static1.squarespace.com/static/580d5051cd0f68322963dc55/t/5e29d9967dcf0907bd998a71/1579800986824/Mitosis+and+cell+division.pdf>  
  
<https://www.youtube.com/watch?v=C6hn3sA0ip0>
- Meiosis <https://www.youtube.com/watch?v=16enC385R0w>

#### Lab on Mitosis

(lab on make a karyotype <https://learngendev.azurewebsites.net/content/basics/karyotype/>)

- Structure of RNA
- Transcription and Translation
- Control of Expression
- Techniques of Molecular Genetics
- PCR
- Genetic Engineering

**Lab on PCR (see [instructional lessons](#) on NHAS website)**

### V. Genetics: Heredity

A. Mendel's Laws and Modern Genetic Terminology (Homework give a short essay on the life of Mendel and what impact his work had on Darwin.)

B. Monohybrid Crosses and Dihybrid Crosses

Home work: explain Mendel's laws of inheritance. In what phase of meiosis would independent assortment occur? What impact does this have on genetic diversity? What might cause an "exception" to this "second law"?

[https://en.wikipedia.org/wiki/Mendelian\\_inheritance#Mendel's\\_laws](https://en.wikipedia.org/wiki/Mendelian_inheritance#Mendel's_laws)

C. Patterns of Inheritance

1. Dominant/Recessive
2. Sex-linked
3. Incomplete Dominance
4. Co-dominance
5. Polygenic Inheritance
6. Multiple Alleles.

**Lab on dominant vs recessive traits and how difficult it is for a population to eliminate a recessive lethal gene from its gene pool.**

D. The Genetics of ABO and Rh Blood Groups

**Test on Section IV. And V: Genetics: Molecular and Genetics: Heredity**

**VI. Origin of Life**

- Spontaneous Generation and early investigators: Reti, Spallanzani, Pasteur

**VII. Evolution (Origin of Species)**

A. History of Development of Evolutionary Principle

- Lamarck
- Malthus
- Darwin

B. Mechanisms of Evolution

- Genetic change (mutations, Genetic Load)
- Natural selection

- Genetic drift

### C. Other Evolutionary Topics

- Adaptation
- Fitness
- Co-evolution/Co-adaptation
- Convergent vs. Parallel Evolution

### D. Speciation (what is a species and how do new species arise?)

### F. Human Evolution

**Lab on local endangered species (*Cypripedium reginae*)**  
 (see [instructional lesson](#) on Axenic seed culture on NHAS website)

## VIII. Systematics of Nature, Classification Systems

### A. Kingdom Survey of Monera, Protista, Fungi, Plantae

[https://www.youtube.com/watch?v=0UEpq1W9C\\_E](https://www.youtube.com/watch?v=0UEpq1W9C_E)

### B. Kingdom Survey Animalia

## IX. Population Dynamics

### A. General Population Characteristics

- Linear Growth and Exponential Growth (lag, log, stationary, decline phases of bacterial growth in. attest tube with limited food) <https://www.thoughtco.com/bacterial-growth-curve-phases-4172692>
- Populations from cells to planets: Erythropoiesis as a starting example
- Carrying Capacity and Limiting Factors

### B. Population Dynamics of humans

- Birth Rate, Death Rate, & Annual Percentage Growth Rate
- Ethics of Human Population Control

**Ethics Lab guest speaker on NIH ethics guidelines**

## X. Ecology

**Reading due April 15<sup>th</sup> Silent Spring by Rachael Carson with Poster Presentation**

### A. Ecosystem Structure

1. Abiotic (non-living) Factors
2. Biotic (living) Factors

## B. The Flow of Energy in Ecosystems

1. Food Chains
2. Food Webs
3. Energy Pyramids
4. Symbiotic Relationships
  - Communalism
  - Mutualism
  - Parasitism

## C. Major Ecosystems

1. Marine
2. Aquatic
3. Estuarine
4. Terrestrial

## D. Biogeochemical Cycles

1. Nitrogen
2. Phosphorus
3. Carbon/Oxygen
4. Soil
5. Water

## E. Succession

1. Primary
2. Secondary

## F. Others Topic in Ecology

The tragedy of the Commons with **Short essay paper due April 30th**

## G. Current issues Ecology (are humans destined to repeat the Tragedy of the Commons?)

- Global Climate Change **Short Essay Paper**

## **Water Quality Lab**

## **Final Exam and optional AP biology Standardized Test**

**RUBRICS**

**FOR AP BIOLOGY**

Name: \_\_\_\_\_  
 Title of Lab or Project: \_\_\_\_\_

### Lab Report Rubric

	Excellent (4 pts)	Good (3 pts)	Adequate (2 pts)	Needs Work (1 pt)	Not attempted (0)
<b>Introduction</b>	1. Includes the question to be answered by the lab 2. states hypothesis that is based on research and/or sound reasoning 3. title is relevant.	One of the "excellent" conditions is not met, two conditions met	Two of the "excellent" conditions is not met, one is met	Introduction present, no exemplary conditions met	
<b>Methods</b>	Description or step-by-step process is included, could be repeated by another scientist	Description included, some steps are vague or unclear	The description gives generalities, enough for reader to understand how the experiment was conducted	Would be difficult to repeat, reader must guess at how the data was gathered, or experiment conducted	
<b>Data and Analysis</b>	Results and data are clearly recorded, organized so it is easy for the reader to see trends. All appropriate labels are included	Results are clear and labeled, trends are not obvious or there are minor errors in organization	Results are unclear, missing labels, trends are not obvious, disorganized, there is enough data to show the experiment was conducted	Results are disorganized or poorly recorded, do not make sense, not enough data was taken to justify results	
<b>Conclusions</b>	1. Summarizes data used to draw conclusions 2. Conclusions follow data (not wild guesses or leaps of logic). 3. Discusses applications or real world connections 4. Hypothesis is rejected or accepted based on the data.	3 of 4 of the "excellent" <sup>Typ</sup> conditions is met	2 of the 4 excellent conditions met	1 of the 4 excellent conditions met	
<b>Format and Lab Protocols</b>	Lab report submitted as directed, and on time. Directions were followed, stations were cleaned, All safety protocols followed.	Most of the excellent conditions were met; possible minor errors in format or procedures	Some of the excellent conditions met, directions were not explicitly followed, lab stations may have been left unclear or group not practicing good safety (such as not wearing goggles)	Student did not follow directions, practiced unsafe procedures, goofed around in the lab, left a mess or equipment lost	
	Total (out of 20)				

## AP Biology Rubrics for Short papers, Section Tests, Final Research Paper, and Poster

	3	2	1	Student Score
<b>Short papers</b>	<p>Paper is well written with a clear story line connecting past research to the student's arguments/perspectives. Includes appropriate analysis of subject matter, social, and ethical implications when applicable.</p>	<p>The proposal contains a thorough analysis but misinterprets or misses some of the key points or not fully explained. Does not fully address or execute an appropriate analysis of subject matter, social, and ethical implications when applicable.</p>	<p>The story line is unclear and major implications in the analysis are missing or incorrect.</p> <p>Minimally addresses or executes an appropriate analysis of subject matter, social, and ethical implications when applicable.</p>	
<b>Section Tests</b>	<p>Correctly answering over 90% of the test material that illustrates a thorough understanding of the subject matter.</p>	<p>Correctly answering at least 80% of the test material that illustrates a thorough understanding of the subject matter.</p>	<p>Correctly answering at least 70% of the test material that illustrates a thorough understanding of the subject matter.</p>	
<b>Final Research Paper</b>	<p>Paper is well written with a command of the supporting science concepts.</p> <p>Paper includes the following sections:</p> <ul style="list-style-type: none"> <li>• Abstract</li> <li>• Introduction</li> <li>• Materials</li> <li>• Methods</li> <li>• Results</li> <li>• Discussion</li> <li>• Conclusion</li> <li>• Bibliography</li> </ul>	<p>There are some spelling and grammar errors, but they do not hinder communication.</p> <p>The paper contains all of the required sections, but some information may be missing or miscategorized.</p> <p>The data is presented in figures and tables,</p>	<p>Spelling and grammar errors make the paper difficult to understand.</p> <p>Sections are missing from the paper.</p> <p>The data is not reported graphically, or not reported at all. There are no legends or captions.</p>	

	<p>The data is organized well into figures and tables with legends and captions. Appropriate statistical analysis has been conducted and is correctly displayed.</p> <p>The paper effectively communicates the research conducted and demonstrates an understanding of the project and how it fits into the body of scientific knowledge.</p>	<p>but some legends or captions are missing. There are some errors in the statistical analysis or it is incorrectly displayed.</p> <p>The paper adequately communicates the research conducted. There are some gaps in the understanding of the project and how it fits into the body of scientific knowledge.</p>	<p>No attempt at statistical analysis has been made.</p> <p>The paper does not communicate the research conducted. The experimenter clearly did not understand the project. There is no context given for how the project fits into the body of scientific knowledge.</p>	
<p><b>Poster Presentation</b></p>	<p>All information was conveyed clearly and logically. There were no factual errors in the presentation.</p> <p>The research was presented within a narrative that had a clear beginning, middle, and end.</p> <p>The key findings from were communicated, and the general structure of standard format was followed</p> <p>The student showed a comfort with and confidence in the scientific concepts of research presented.</p>	<p>There were some deficiencies in the clear and logical organization of the presentation.</p> <p>The presentation included a few factual errors.</p> <p>The narrative of the research was at times difficult to follow.</p> <p>Some key findings from the summary paper were omitted. The presentation did not consistently follow the standard format.</p> <p>Some discomfort was evident in lack of confidence in the scientific concepts of research.</p>	<p>The information presented did not at all follow a clear or logical path.</p> <p>The presentation included many factual errors.</p> <p>There was minimal clear narrative to the research presented.</p> <p>The presentation did not follow the standard format. Many key findings were not presented.</p> <p>The student demonstrated modest understanding of or comfort with the scientific concepts in the research.</p>	



## RUBRIC FOR RESEARCH COURSES

Assessment	3	2	1	Student Score
<b>Experimental Proposal</b>	<p>Proposal is well written with proper spelling and grammar.</p> <p>Proposal contains the following sections:</p> <ul style="list-style-type: none"> <li>• Rationale</li> <li>• Hypothesis/Engineering Objective</li> <li>• Materials and Methods</li> <li>• Risks and Safety</li> <li>• Data Analysis Plan</li> <li>• Research Plan and Timeline</li> <li>• Bibliography</li> </ul> <p>It is clear that extensive background research has been done and expert level familiarity has been gained with existing scientific knowledge and the concepts underlying the investigation.</p>	<p>There are some grammatical and spelling errors.</p> <p>The proposal contains all sections required for a 3, but some information is missing, miscategorized, or not fully explained.</p> <p>Some background research has been done, but is not at the expert level demonstrated by a 3.</p>	<p>There are spelling and grammatical errors throughout the proposal to the extent that the readability of the proposal is impacted.</p> <p>One or more of the required sections are missing.</p> <p>It is clear that minimal to no background research has been done, and there is only limited understanding of the scientific concepts underlying the investigation</p>	
<b>Experimental Technique</b>	<p>A mastery of the experimental techniques required for the research investigation is shown when conducting work in the lab.</p> <p>The instructor can be confident that research is being done accurately and safely without constant correction.</p>	<p>An adequate proficiency in the experimental techniques required for the research investigation is exhibited in the laboratory.</p> <p>There are occasional lapses in accuracy or</p>	<p>Poor laboratory technique is demonstrated.</p> <p>Regularly violates lab safety procedures.</p> <p>Technique is so poor that experimental results cannot be trusted.</p>	

		correct risk mitigation.		
<b>Summary Paper</b>	<p>Paper is well written with correct spelling and grammar.</p> <p>Paper includes the following sections:</p> <ul style="list-style-type: none"> <li>• Abstract</li> <li>• Introduction</li> <li>• Materials</li> <li>• Methods</li> <li>• Results</li> <li>• Discussion</li> <li>• Conclusion</li> <li>• Bibliography</li> </ul> <p>The data is organized well into figures and tables with legends and captions. Appropriate statistical analysis has been conducted and is correctly displayed.</p> <p>The paper effectively communicates the research conducted and demonstrates an understanding of the project and how it fits into the body of scientific knowledge.</p>	<p>There are some spelling and grammatical errors, but they do not hinder communication.</p> <p>The paper contains all of the required sections, but some information may be missing or miscategorized.</p> <p>The data is presented in figures and tables, but some legends or captions are missing. There are some errors in the statistical analysis or it is incorrectly displayed.</p> <p>The paper adequately communicates the research conducted. There are some gaps in the understanding of the project and how it fits into the body of scientific knowledge.</p>	<p>Spelling and grammatical errors make the paper difficult to understand.</p> <p>Sections are missing from the paper.</p> <p>The data is not reported graphically, or not reported at all.</p> <p>There are no legends or captions. No attempt at statistical analysis has been made.</p> <p>The paper does not communicate the research conducted. The experimenter clearly did not understand the project. There is no context given for how the project fits into the body of scientific knowledge.</p>	
<b>Final Research Presentation</b>	<p>The student chose among the following options for final research presentation:</p> <ul style="list-style-type: none"> <li>• Professional conference style poster</li> <li>• Oral presentation to expert audience</li> </ul>	<p>The student chose from among the options given for a final research presentation.</p> <p>There were some deficiencies in the</p>	<p>An appropriate medium for the presentation was not chosen.</p> <p>The information presented did not</p>	

	<ul style="list-style-type: none"> <li>• Summary video</li> </ul> <p>All information was conveyed clearly and logically.</p> <p>There were no factual errors in the presentation.</p> <p>The research was presented within a narrative that had a clear beginning, middle, and end.</p> <p>The key findings from the summary paper were communicated, and the general structure of the summary paper was followed.</p> <p>The student showed a comfort with and confidence in the research presented.</p>	<p>clear and logical organization of the presentation.</p> <p>The presentation included a few factual errors.</p> <p>The narrative of the research was, at times, difficult to follow.</p> <p>Some key findings from the summary paper were omitted. The presentation did not always follow the general structure of the summary paper.</p> <p>Some discomfort with or lack of confidence in the research was evident.</p>	<p>at all follow a clear or logical path.</p> <p>The presentation included many factual errors.</p> <p>There was no narrative to the research presented.</p> <p>The presentation did not follow the general format of the summary paper. Many key findings were not presented.</p> <p>The student demonstrated no clear understanding of or comfort with the research.</p>	
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**Swenson Insurance Agency**

134 Main Street  
P.O. Box 391  
Bradford, Vermont 05033  
(800)491-4765, (802)222-4765, (802)222-4296 Fax  
lbowman@swensoninsurance.com

May 13, 2020

New Hampshire Academy of  
Science  
49 Mountain Meadow Rd.  
Warren, NH 03279

Re: Renewal Application for Package & Directors & Officers Insurance

Dear Peter,

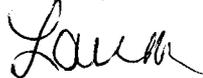
Please find the enclosed renewal applications for your Commercial Package and Directors & Officers insurance. Please review the application and coverages, make any corrections, complete if necessary and sign where indicated.

Your renewal policy(s) require the full annual premium of \$4,126.00. Please enclose a check or money order made payable to Swenson Ins. A return envelope is enclosed for your convenience.

**NO COVERAGE IS CONSIDERED BOUND UNTIL ALL SIGNED DOCUMENTS AND DEPOSIT ARE RECEIVED IN OUR OFFICE.**

We thank you for business. If you have any questions, please feel free to contact me.

Sincerely,



Laura Bowman  
Customer Service Agent

ljb

.....

**Swenson Insurance Agency**

PO Box 391  
Bradford, VT 05033  
Phone: 802-222-4765

**Invoice**

Account # NEWHA-2  
Date 05/13/2020  
Balance Due On: 05/26/2020  
Amount Due: \$ 4,126.00

New Hampshire Academy of  
49 Mountain Meadow Rd.  
Warren, NH, 03279

Package & Directors & Officers

Effective Date	Trm	Type	Description	Amount
06/01/20 - 06/01/21	REN		Commercial Package	\$ 2,678.00
	REN		Directors & Officers	\$ 1,448.00

Please make check payable to SWENSON INSURANCE AGENCY.

We thank you for your business.

Invoice Balance: \$ 4,126.00



# INSURANCE SUPPLEMENT

<b>AGENCY</b> Apex Insurance Agency, Inc.	<b>CARRIER</b> Security National Insurance Company	<b>NAIC CODE</b> 19879
<b>QUOTE NUMBER</b> 4364371	<b>APPLICANT / NAMED INSURED</b> New Hampshire Academy Science	

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY 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% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

- I hereby elect to purchase terrorism coverage for a prospective premium of \$ 2% of the premium \_\_\_\_\_.
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

X  X Peter Faletra X May 26 2020  
**Policyholder / Applicant's Signature** **Print Name** **Date**

\_\_\_\_\_  
**Policyholder / Applicant's Signature** **Print Name** **Date**

\_\_\_\_\_  
**Policyholder / Applicant's Signature** **Print Name** **Date**

6/1/2020  
**Effective Date**

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D&O



## INSURANCE SUPPLEMENT

<b>AGENCY</b> Apex Insurance Agency, Inc.	<b>CARRIER</b> Wesco Insurance Company	<b>NAIC CODE</b> 25011
<b>QUOTE NUMBER</b> 4364011	<b>APPLICANT / NAMED INSURED</b> New Hampshire Academy Science	

### POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY 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% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

- X  I hereby elect to purchase terrorism coverage for a prospective premium of \$ 8 \_\_\_\_\_.
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

X                  _____ <b>Policyholder / Applicant's Signature</b>	X Peter Faletra _____ <b>Print Name</b>	X May 26 2020 _____ <b>Date</b>
_____ <b>Policyholder / Applicant's Signature</b>	_____ <b>Print Name</b>	_____ <b>Date</b>
_____ <b>Policyholder / Applicant's Signature</b>	_____ <b>Print Name</b>	_____ <b>Date</b>

\_\_\_\_\_ Effective Date

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*Package*



AmTrust North America  
 An AmTrust Financial Company  
 Quotation of Commercial Insurance  
**New Hampshire Academy Science**  
 MAC Account #: **14739621**

Proposed Policy Period: **6/1/2020 - 6/1/2021**

**Binding Request Authorization and Acceptance**

*This proposal is only bindable for Agents with Amtrust Binding Authority or after the approval of an AmTrust Underwriter.*

*Thank you for the opportunity to quote, your business is valued by us. This quotation is valid for thirty (30) days or the proposed inception date in the policy period noted above. All premiums and policy conditions are subject to final underwriting approval and/or verification of application data submitted to us which has caused us to issue this proposal. While every effort has been made herein to provide a fair description of the coverages afforded by our policies, no coverages are afforded by this proposal. The actual insurance CONTRACT WILL determine coverage in ALL CLAIM situations. If you have any questions or concerns regarding the content of this proposal, you should immediately contact your AmTrust agent noted above for clarification.*

**Binding Authorization and Acceptance:** Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and substantial civil penalties [NY]. (Not applicable in CO, DC, FL, HI, MA, NE, OH, OK, OR, VT or WA; in LA, ME, TN and VA, insurance benefits may also be denied)

In the District of Columbia, warning: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines.

In Florida, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

In Massachusetts, Nebraska, Oregon and Vermont, any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

In Washington, it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

The undersigned is an authorized representative of the applicant and represents that reasonable enquiry has been made to obtain the answers to questions on this application. He/she represents that the answers are true, correct and complete to the best of his/her knowledge.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO
APPLICANT'S SIGNATURE 	DATE  May 26 2020	NATIONAL PRODUCER NUMBER

This proposal expires the sooner of (30) days after the proposal date or the proposed inception date, coverage may not be bound retroactively. Coverage and rate indications reflect currently approved and executed forms and factors and may be subject to change effective policy inception. Only AmTrust policy forms issued at inception provide coverage, terms and conditions.

# COMMERCIAL POLICY



AmTrust North America  
An AmTrust Financial Company

877-528-7878

**800 SUPERIOR AVENUE EAST, 21<sup>ST</sup> FLOOR  
CLEVELAND, OH 44114**

## **Wesco Insurance Company**

INSURANCE IS PROVIDED BY  
THE COMPANY DESIGNATED ON THE  
DECLARATIONS PAGE  
(A Stock Insurance Company)

THIS POLICY CONSISTS OF:

- DECLARATIONS
- COMMON POLICY CONDITIONS
- ONE OR MORE COVERAGE PARTS, and
- APPLICABLE FORMS AND ENDORSEMENTS

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## Read Your Policy Carefully

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This policy is a legal contract between you and us. The information on this page is not the insurance contract and only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both you and us. **It is therefore important that you read your policy carefully.**

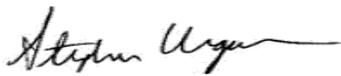
We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of the policy.

This policy is signed by the President and Secretary of the insurance company and, if required by State law, this policy shall not be valid unless countersigned on the Declaration page by its authorized representative.



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President



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Secretary

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Wesco Insurance Company  
 800 Superior Avenue East, 21st Floor  
 Cleveland, OH 44114

**SOCIAL SERVICES PROFESSIONAL LIABILITY DECLARATIONS**

**Policy Number** WPP1155166 03

**Policy Period**

**From:** 6/1/2020      **To:** 6/1/2021  
12:01 A.M. Standard Time at the Name Insured's Address

**Transaction**  
 Renewal

**Named Insured and Address**  
 New Hampshire Academy Science  
 49 Mountain Meadow Rd  
 Warren NH 03279

**Producer:** 28111  
 Apex Insurance Agency, Inc.  
 201 Concourse Blvd., Suite 260  
 Glen Allen VA 23059  
**Telephone:** (210) 340-8985

**Business Description**  
 School research lab for middle and high school students

**Type of Business**  
 Other - Non-Profit

**Audit Period**  
 Non-Auditable

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**LIMITS OF INSURANCE**

**SOCIAL SERVICES PROFESSIONAL LIABILITY**

Each "Professional Incident" Limit	\$ 1,000,000
Annual Aggregate Limit	\$ 3,000,000

**DEDUCTIBLE**

Each "Professional Incident" Deductible	None
---	------

**RETROACTIVE DATE** (if applicable)

This insurance does not apply to a "Professional Incident" which occurs before the Retroactive date, if any shown below.

Retroactive Date:

<b>TOTAL PREMIUM FOR THIS COVERAGE PART</b>	<b>\$ 500.00</b>
---	------------------

**FORMS AND ENDORSEMENTS\***

See forms and Endorsements Schedule

These Declarations together with the Common Policy Declarations, Common Policy Conditions, Coverage Form(s), and Form(s) and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

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Wesco Insurance Company  
 800 Superior Avenue East, 21st Floor  
 Cleveland, OH 44114

**SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY DECLARATIONS**

**Policy Number** WPP1155166 03

**Policy Period**

**From:** 6/1/2020      **To:** 6/1/2021  
12:01 A.M. Standard Time at the Name Insured's Address

**Transaction**  
 Renewal

**Named Insured and Address**  
 New Hampshire Academy Science  
 49 Mountain Meadow Rd  
 Warren NH 03279

**Producer:** 28111  
 Apex Insurance Agency, Inc.  
 201 Concourse Blvd., Suite 260  
 Glen Allen VA 23059  
**Telephone:** (210) 340-8985

**Business Description**  
 School research lab for middle and high school students

**Type of Business**  
 Other - Non-Profit

**Audit Period**  
 Non-Auditale

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**LIMITS OF INSURANCE**

**SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY**

Each "Abusive Conduct" Limit	\$ 1,000,000
Annual Aggregate Limit	\$ 3,000,000

**DEDUCTIBLE**

Each "Abusive Conduct" Deductible	None
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**RETROACTIVE DATE** (if applicable)

This insurance does not apply to a "Abusive Conduct" which occurs before the Retroactive date, if any shown below.

Retroactive Date:

<b>TOTAL PREMIUM FOR THIS COVERAGE PART</b>	<b>\$ 500.00</b>
---	------------------

**FORMS AND ENDORSEMENTS\***

See forms and Endorsements Schedule

These Declarations together with the Common Policy Declarations, Common Policy Conditions, Coverage Form(s), and Form(s) and Endorsements, if any, issued to form a part thereof, complete the above numbered policy.

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Wesco Insurance Company  
 800 Superior Avenue East, 21st Floor  
 Cleveland, OH 44114

**COMMERCIAL COMMON POLICY DECLARATIONS SUMMARY PAGE**

**Policy Number** WPP1155166 03

**Policy Period**

**From:** 6/1/2020 **To:** 6/1/2021  
12:01 A.M. Standard Time at the Name Insured's Address

**Transaction**  
 Renewal

**Named Insured and Address**  
 New Hampshire Academy Science  
 49 Mountain Meadow Rd  
 Warren NH 03279

**Producer: 28111**  
 Apex Insurance Agency, Inc.  
 201 Concourse Blvd., Suite 260  
 Glen Allen VA 23059  
**Telephone: (210) 340-8985**

**Business Description**  
 School research lab for middle and high school students

**Type of Business**  
 Other - Non-Profit

**Auditable**

**Non-Auditable**

**Audit Period**

Non-Auditable

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

**COVERAGE PART DESCRIPTION**

	<b>PREMIUM</b>
Commercial Fire	\$666.00
General Liability	\$1,012.00
Social Services Professional Liability	\$500.00
Sexual or Physical Abuse	\$500.00

<b>Policy Premium</b>	\$2,678.00
<b>Deposit Premium (if applicable)</b>	\$2,678.00
<b>Taxes and Surcharges</b>	\$0.00
<b>Total Deposit Premium</b>	\$2,678.00
<small>(Includes Taxes, Surcharges, and applicable Terrorism Premium)</small>	

**FORMS AND ENDORSEMENTS\***

See Forms and Endorsements Schedule

\*Entry optional if above in common policy declarations schedule

THESE DECLARATIONS TOGETHER WITH THE COVERAGE DECLARATIONS, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

6/4/2020  
 Date

Signature of Authorized Representative

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Wesco Insurance Company  
800 Superior Avenue East, 21st Floor  
Cleveland, OH 44114

**Policy Number:**  
WPP1155166 03  
**Named Insured:**  
New Hampshire Academy Science

## COMMERCIAL COMMON POLICY DECLARATIONS LOCATION SUMMARY

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**Premises # 1**  
95 Dartmouth College Hwy  
Lyme NH 03768

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Wesco Insurance Company  
800 Superior Avenue East, 21st Floor  
Cleveland, OH 44114

**Policy Number:**  
WPP1155166 03  
**Named Insured:**  
New Hampshire Academy Science

## COMMERCIAL COMMON POLICY DECLARATIONS SUB-LOCATION ADDRESS SCHEDULE

---

**Premises # 1 Building # 1**  
95 Dartmouth College Hwy Lyme NH 03768  
Schools – Public or private – high school

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Wesco Insurance Company  
 800 Superior Avenue East, 21st Floor  
 Cleveland, OH 44114

**COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATIONS**

**Policy Number** WPP1155166 03

**Policy Period**

**From:** 6/1/2020      **To:** 6/1/2021  
12:01 A.M. Standard Time at the Name Insured's Address

**Transaction**  
 Renewal

**Named Insured and Address**  
 New Hampshire Academy Science  
 49 Mountain Meadow Rd  
 Warren NH 03279

**Producer:** 28111  
 Apex Insurance Agency, Inc.  
 201 Concourse Blvd., Suite 260  
 Glen Allen VA 23059  
**Telephone:** (210) 340-8985

**Business Description**  
 School research lab for middle and high school students

**Type of Business**  
 Other - Non-Profit

**Audit Period**  
 Non-Auditable

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**LIMITS OF INSURANCE**

General Aggregate Limit (Other than Products-Completed Operations)	\$3,000,000
Products - Completed Operations Aggregate Limit	\$3,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical Expense Limit, any one person	\$5,000
Damage to Premises Rented to You Limit, any one premises	\$100,000

**AMENDED LIMITS OF LIABILITY**

Refer to attached schedule, if any.

**LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

Refer to attached schedule.

**CLASSIFICATIONS**

Refer to attached schedule, if any.

**TOTAL PREMIUM FOR THIS COVERAGE PART**      \$1,012.00

**FORMS AND ENDORSEMENTS\***

See Forms and Endorsements Schedule

\*Entry optional if shown in common policy declarations.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY DECLARATIONS, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

6/4/2020  
 Date

Signature of Authorized Representative

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Wesco Insurance Company  
 800 Superior Avenue East, 21st Floor  
 Cleveland, OH 44114

**Policy Number:**  
 WPP1155166 03  
**Named Insured:**  
 New Hampshire Academy Science

**COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATIONS  
 EXTENSION OF DECLARATIONS**

<b>LOCATION OF PREMISES</b>								
Location of All Premises You Own, Rent or Occupy:								
1 95 Dartmouth College Hwy Lyme NH 03768								
<b>PREMIUM</b>								
Location	Classification	Code No.	Exposure	Basis	Rate		Advanced Premium	
					Premises Ops	Prod/Comp Ops.	Premises Ops.	Prod/Comp Ops.
1	Youth Recreation Programs (Not-For-Profit)	49891	115	t	6.192	0.000	\$712.00	\$0.00
	Additional Interest All States	49950		T			\$100.00	
All	Terrorism						\$3.00	\$0.00
<b>Extension of Declarations – Total Advance Annual Premium \$1,012.00</b>								

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Wesco Insurance Company  
 800 Superior Avenue East, 21st Floor  
 Cleveland, OH 44114

**COMMERCIAL PROPERTY COVERAGE DECLARATIONS**

**Policy Number** WPP1155166 03

**Policy Period**

**From:** 6/1/2020

**To:** 6/1/2021

12:01 A.M. Standard Time at the Name Insured's Address

**Transaction**

Renewal

**Named Insured and Address**

New Hampshire Academy Science  
 49 Mountain Meadow Rd  
 Warren NH 03279

**Producer: 28111**

Apex Insurance Agency, Inc.  
 201 Concourse Blvd., Suite 260  
 Glen Allen VA 23059  
**Telephone:** (210) 340-8985

**Business Description**

School research lab for middle and high school students

**Type of Business**

Other - Non-Profit

**Audit Period**

Non-Auditable

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**DESCRIPTION OF PREMISES**

Refer to attached schedule.

**COVERAGES PROVIDED**

Refer to attached schedule, if any.

**OPTIONAL COVERAGES**

Refer to attached schedule, if any.

**MORTGAGEES AND ADDITIONAL INTERESTS**

Refer to attached schedule, if any.

**TOTAL PREMIUM FOR THIS COVERAGE PART**

**\$666.00**

**FORMS AND ENDORSEMENTS\***

See forms and Endorsements Schedule

\*Entry optional if shown in common policy declarations.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY DECLARATIONS, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

6/4/2020

Date

Signature of Authorized Representative

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Wesco Insurance Company  
 800 Superior Avenue East, 21st Floor  
 Cleveland, OH 44114

**Policy Number:**  
 WPP1155166 03  
**Named Insured:**  
 New Hampshire Academy Science

**COMMERCIAL PROPERTY  
 DESCRIPTION OF PREMISES**

---

Loc. No.	Bldg. No.	Occupancy	Construction	Class	Prot.	Terr.	EQ Class.	EQ Terr.
1	1	Schools – Public or private – high school	Frame (Code 1)	1052	9	050		

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Wesco Insurance Company  
 800 Superior Avenue East, 21st Floor  
 Cleveland, OH 44114

**Policy Number:**  
 WPP1155166 03  
**Named Insured:**  
 New Hampshire Academy Science

**COMMERCIAL PROPERTY  
 DESCRIPTION OF COVERAGES PROVIDED**

Loc. No.	Bldg. No.	Coverage	Limit of Insurance	Blanket Coverage	Covered Causes of Loss	Coinsurance*	Deductible
1	1	Improvements and Betterments	\$50,000		Special	80%	\$1,000
1	1	Personal Property Of The Insured	\$100,000		Special	100%	\$1,000

\*IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT

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Wesco Insurance Company  
 800 Superior Avenue East, 21st Floor  
 Cleveland, OH 44114

**Policy Number:**  
 WPP1155166 03  
**Named Insured:**  
 New Hampshire Academy Science

**COMMERCIAL PROPERTY  
 DESCRIPTION OF OPTIONAL COVERAGES PROVIDED**

Loc. No.	Bldg. No.	Coverage	Effective Date	Expiration Date	Agreed Value	Valuation*		Inflation Guard		Indemnity		
						Bldg.	Pers. Prop.	Incl "Stock"	Bldg.	Pers. Prop.	Monthly Limit	Extended Period
1	1	Improvements and Betterments					RC					
1	1	Personal Property Of The Insured					RC	X				

\* RC - Replacement Cost  
 FRC - Functional Replacement Cost  
 ACV - Actual Cash Value

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Wesco Insurance Company  
 800 Superior Avenue East, 21st Floor  
 Cleveland, OH 44114

**Policy Number:**  
 WPP1155166 03  
**Named Insured:**  
 New Hampshire Academy Science

## COMMERCIAL PROPERTY SUPPLEMENTAL DECLARATIONS

**LOCATION SCHEDULE PREMIUM CHARGES:**

Loc No.	Bldg No.	Coverage	Covered Causes of Loss	Premium
1	1	Improvements and Betterments	Special Including Theft	\$253.00
1	1	Personal Property Of The Insured	Special Including Theft	\$355.00
1		Equipment Breakdown		\$22.00
<b>Location 1 Total</b>				<b>\$630.00</b>

Total for All Locations: \$630.00

**OTHER PROPERTY COVERAGE PREMIUM CHARGES:**

Coverage	Premium
Equipment Breakdown Policy Charge	\$1.00
Property Enhancement Nonprofit	\$30.00
Terrorism	\$5.00

**Total Other Property: \$36.00**

**Total Property Premium Charges: \$666.00**  
 (Excludes Taxes and Surcharges)

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Wesco Insurance Company  
800 Superior Avenue East, 21st Floor  
Cleveland, OH 44114

**Policy Number:**  
WPP1155166 03  
**Named Insured:**  
New Hampshire Academy Science

## COMMERCIAL COMMON POLICY DECLARATIONS POLICY INTEREST SCHEDULE

---

ADDITIONAL INSURED - DESIGNATED PERSON OR  
ORGANIZATION  
CG20260413  
Crossroads Academy, 95 Dartmouth College Hwy., Lyme,  
NH 03768 LANDLORD  
Location #: 1

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Wesco Insurance Company  
800 Superior Avenue East, 21st Floor  
Cleveland, OH 44114

**Policy Number:**  
WPP1155166 03  
**Named Insured:**  
New Hampshire Academy Science

## COMMERCIAL COMMON POLICY DECLARATIONS INSTALLMENT SCHEDULE

---

The period covered by this installment payment provision is from 6/1/2020 to 6/1/2021 beginning and ending at 12:01 AM standard time at the address of the insured.

### PREMIUM SUMMARY

The premium is due on the following dates:

<u>Date</u>	<u>Amount</u>
6/20/2020	\$1,071.20
9/1/2020	\$535.60
12/1/2020	\$535.60
3/1/2021	\$535.60

This policy may be subject to premium adjustment per policy terms.

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Wesco Insurance Company  
800 Superior Avenue East, 21st Floor  
Cleveland, OH 44114

**Policy Number:**  
WPP1155166 03  
**Named Insured:**  
New Hampshire Academy Science

## COMMERCIAL COMMON POLICY DECLARATIONS FORMS AND ENDORSEMENTS SCHEDULE

Coverage	Form Number	Edition Date	Title
CF	311220NH	07/10	EQUIPMENT BREAKDOWN COVERAGE NEW HAMPSHIRE
CG	330728	09/13	PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION
CG	CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG	CG0112	12/19	NEW HAMPSHIRE CHANGES
CG	CG0152	04/17	NEW HAMPSHIRE CHANGES – PREMIUM AUDIT
CG	CG2026	04/13	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG	CG2107	05/14	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
CG	CG2109	06/15	EXCLUSION - UNMANNED AIRCRAFT
CG	CG2116	04/13	EXCLUSION – DESIGNATED PROFESSIONAL SERVICES
CG	CG2146	07/98	ABUSE OR MOLESTATION EXCLUSION
CG	CG2147	12/07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG	CG2149	09/99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG	CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG	CG2170	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG	CG2176	01/15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG	CG2187	01/15	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
CG	CG2655	11/08	NEW HAMPSHIRE CHANGES – AMENDMENT OF REPRESENTATIONS CONDITION
CF	CP0010	10/12	BUILDING AND PERSONAL PROPERTY COVERAGE
CF	CP0090	07/88	COMMERCIAL PROPERTY CONDITIONS
CF	CP0102	01/19	NEW HAMPSHIRE CHANGES
CF	CP0140	07/06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CF	CP1030	09/17	CAUSE OF LOSS - SPECIAL FORM
CF	CP990084	04/17	PROPERTY ENHANCEMENT: NONPROFIT
CF	CP990085	02/17	LOSS OF INCOME DUE TO WORKPLACE VIOLENCE
CG	GL990027	10/17	HIRED AND NON-OWNED AUTO LIABILITY
CG	GL990252	07/17	GENERAL LIABILITY ENHANCEMENT NONPROFIT
IL	IL0017	11/98	COMMON POLICY CONDITIONS
IL	IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL	IL0135	01/19	NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL

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Wesco Insurance Company  
800 Superior Avenue East, 21st Floor  
Cleveland, OH 44114

**Policy Number:**  
WPP1155166 03  
**Named Insured:**  
New Hampshire Academy Science

## COMMERCIAL COMMON POLICY DECLARATIONS FORMS AND ENDORSEMENTS SCHEDULE

---

Coverage	Form Number	Edition Date	Title
IL	IL0135	09/08	NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL
IL	IL0145	09/08	NEW HAMPSHIRE CHANGES – CIVIL UNION
IL	IL0187	09/07	NEW HAMPSHIRE CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD
IL	IL0935	07/02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL	IL0952	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL	IL0985	01/15	DISCLOSURE PURSUANT TO TERRORISM RISK
IL	IL0995	01/07	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
IL	IL990044	01/17	ASBESTOS EXCLUSION
IL	IL990055	08/17	FUND-RAISING EVENTS BLANKET ENDORSEMENT
IL	MP990001	10/17	NONPROFIT SUPPLEMENTAL COVERAGE
PLCPP	PL990629	02/18	SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM
PLCPP	PL990635	02/18	SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM
PLCPP	PL990640NH	02/18	NEW HAMPSHIRE AMENDATORY - PROFESSIONAL SERVICES

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# 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;
- Terrorist organizations; and
- Narcotics 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 U.S. 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.

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# NEW HAMPSHIRE – GENERAL LIABILITY SUMMARY OF REDUCTIONS IN COVERAGE

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

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

This Notice provides information concerning certain reductions in coverage for the endorsements listed below, to the extent the endorsements are applicable to your renewal policy being issued by us. Since this notice only addresses reductions in coverage, it does not reference other changes made in your policy, such as those changes that broaden or do not impact coverage.

## **CG 01 12 New Hampshire Changes CG 01 14 New Hampshire Changes**

The definitions of "mobile equipment" and "auto" have been revised. Any land vehicle that had been classified as a piece of mobile equipment under your previous policy, will now be considered an auto if that vehicle is subject to registration for use on public roads where it is licensed or principally garaged. With this change, coverage is no longer provided for these types of land vehicles since they are now defined to be autos rather than mobile equipment and subject to the Aircraft, Auto and Watercraft exclusion in your policy, except that tractors with farm tractor registration are not subject to this exclusion. However, the operation of machinery or equipment that is attached to, or part of, such a vehicle will still be covered by your policy.

If you wish to obtain liability coverage for land vehicles, other than tractors with farm tractor registration, subject to registration for use on public roads you should consider a Commercial Automobile policy.

## **CG 01 02 New Hampshire Changes**

The definitions of "mobile equipment" and "auto" have been revised. Any land vehicle that had been classified as a piece of mobile equipment under your previous policy, will now be considered an auto if that vehicle is subject to registration for use on public roads where it is licensed or principally garaged. With this change, coverage is no longer provided for these types of land vehicles since they are now defined to be autos rather than mobile equipment and subject to the Aircraft, Auto and Watercraft exclusion in your policy. However, the operation of machinery or equipment that is attached to, or part of, such a vehicle will still be covered by your policy.

If you wish to obtain liability coverage for land vehicles subject to registration for use on public roads you should consider a Commercial Automobile policy.

## **CG 21 41 Exclusion – Intercompany Products Suits**

The absence of intra-family and inter-spousal exceptions to exclusions in newly introduced multistate endorsement CG 21 41, as compared with corresponding withdrawn New Hampshire specific endorsement CG 26 60, represents a reduction in coverage.

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**INSURANCE SUPPLEMENT**

<b>AGENCY</b> Apex Insurance Agency, Inc.	<b>CARRIER</b> Wesco Insurance Company	<b>NAIC CODE</b> 25011
<b>POLICY NUMBER</b> WPP1155166 03	<b>APPLICANT / NAMED INSURED</b> New Hampshire Academy Science	

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY 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% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

- I hereby elect to purchase terrorism coverage for a prospective premium of \$ 8 \_\_\_\_\_.
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____	_____	_____
Policyholder / Applicant's Signature	Print Name	Date
_____	_____	_____
Policyholder / Applicant's Signature	Print Name	Date
_____	_____	_____
Policyholder / Applicant's Signature	Print Name	Date
		_____
		Effective Date

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## KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact AmTrust North America at the address and/or telephone number below.

### AMTRUST POLICYHOLDER SERVICE OFFICE

AmTrust North America  
800 Superior Ave • 21<sup>st</sup> Floor • Cleveland, OH, 44114  
Telephone: 877.528.7878 • Fax: 800.487.9654

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent or insurance company please have your policy number available.

### AmTrust Claims Service

AmTrust's claims staff has an average of 20+ years of experience and provides effective management of claims. Some of the benefits for our customers include a toll-free 24/7 centralized call center staffed by special claims operators; adjusters specialized by claim types, field adjusters to provide direct assistance at loss locations and a highly qualified panel of defense attorneys.

#### Information Required for All Claims Reported

- Name of the insured and policy number
- Description of accident or incident
- Date, time and place of accident
- Name, phone and/or email of person making the report

Refer to our Website for additional information on reporting a claim

Website: <https://amtrustgroup.com/small-business-insurance/claims/claim-center/report-claim>

#### Workers' Compensation (All States)

First Report of Claim:  
Phone: 866.272.9267  
Fax: 775.908.3724 or 877.669.9140  
Email: [amtrustclaims@qrm-inc.com](mailto:amtrustclaims@qrm-inc.com)  
Claims Status: 888.239.3909

#### Other than Workers' Compensation (All States)

First Report of Claim:  
Phone: 866.272.9267  
Fax: 877.207.3961  
Email: [anaclaimsreporting@amtrustgroup.com](mailto:anaclaimsreporting@amtrustgroup.com)  
Claims Status: 888.239.3909

Agents: Send ACORD Notice of Loss to [www.anaclaimsreporting@amtrustgroup.com](mailto:www.anaclaimsreporting@amtrustgroup.com)

#### Employment Practices Liability, Cyber Liability and Data Breach Response Claims for Small Business (All States)

Paul Poppish, VP Claims  
Amtrust North America  
233 N. Michigan Avenue, Suite 1200  
Chicago, IL 60601

Phone: 312.803.4630  
888.239.3909 ext 394630  
Fax: 312.781.0423  
[Paul.Poppish@amtrustgroup.com](mailto:Paul.Poppish@amtrustgroup.com)

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6/4/2020

Dear Policyholder,

In an effort to continue to provide AmTrust customers with a variety of billing options, we have updated our fee structure to help customers meet payment due dates, ensure that valid and properly funded payments are submitted, and provide an incentive for paid-in-full options.

**Our updated fee structure is as follows:**

Fee Title	Fee Amount	Description
Returned Payment Fee	\$25	A returned payment fee applied to any returned payment.
Late Fee	\$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	\$15	A "paper" billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	\$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	\$3	An "electronic" billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

\*Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention to this fee structure change. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America  
Customer Service Department

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EQUIPMENT BREAKDOWN COVERAGE NEW HAMPSHIRE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS-- BASIC FORM  
CAUSES OF LOSS-- BROAD FORM  
CAUSES OF LOSS-- SPECIAL FORM

- A. The following is added as an Additional Coverage to the Causes of Loss— Basic Form, Broad Form or Special Form.

### **Additional Coverage-- Equipment Breakdown**

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident." As used in this Additional Coverage, "accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:
  - a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - b. artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, system or network.
  - c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
  - d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
  - e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
2. Unless otherwise shown in a Schedule, the following coverages also apply to the direct result of an "accident." These coverages do not provide additional amounts of insurance.
  - a. **Expediting Expenses**

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

    - (1) make temporary repairs; and
    - (2) expedite permanent repairs or permanent replacement.

The most we will pay for loss or expense under this coverage is \$100,000 unless otherwise shown in a Schedule.
  - b. **Hazardous Substances**

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property. This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in 2.c.(1)(b) below.

As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$100,000 unless otherwise shown in a Schedule.

**c. Spoilage**

(1) We will pay:

- (a) for physical damage to "perishable goods" due to spoilage;
- (b) for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
- (c) any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident," less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

The most we will pay for loss, damage or expense under this coverage is \$100,000 unless otherwise shown in a Schedule.

**d. Data Restoration**

We will pay for your reasonable and necessary cost to research, replace and restore lost "data."

The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$100,000 unless otherwise shown in a Schedule.

**e. Service Interruption**

(1) Any insurance provided for Business Income, Extra Expense or Spoilage is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.

(2) We will not pay for any loss of Business Income you sustain that results from the interruption of utility services during the first 24 hours following the "accident." However, if a deductible is shown in a Schedule as provided for in paragraph B.1. below, or if the "period of restoration" begins more than 24 hours after the time of the direct physical damage for Business Income, then that deductible or time period will apply instead of the 24 hours provided for in this paragraph.

(3) The most we will pay in any "one accident" for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense or Spoilage, except that if a limit is shown in a Schedule for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.

**f. Business Income and Extra Expense**

Any insurance provided under this coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. However, if a deductible is shown in a Schedule, then as respects Equipment Breakdown coverage, the "period of restoration" will begin immediately after the "accident," and the deductible shown in the Schedule will apply.

The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in a Schedule.

### 3. EXCLUSIONS

All exclusions in the Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this Additional Coverage Equipment Breakdown.

- a. The following exclusions are modified:
- (1) If the Causes of Loss -- Basic Form or Causes of Loss – Broad Form applies, the following is added to Exclusion B.2.: Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. However, if an “accident” results, we will pay for the resulting loss, damage or expense caused by that “accident.”
  - (2) The following is added to Exclusion B.1.g.:  
However, if electrical “covered equipment” requires drying out because of Water as described in g.(1) through g.(3) above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.
  - (3) If the Causes of Loss—Special Form applies, as respects this endorsement only, the last paragraph of Exclusion B.2.d. is deleted and replaced with the following:  
But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in an “accident,” we will pay for the loss, damage or expense caused by that “accident.”
- b. The following exclusions are added:
- (1) We will not pay for loss, damage or expense caused by or resulting from:
    - (a) a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or
    - (b) any of the following:
      - (i) defect, programming error, programming limitation, computer virus, malicious code, loss of “data,” loss of access, loss of use, loss of functionality or other condition within or involving “data” or “media” of any kind; or
      - (ii) misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.  
However, if an “accident” results, we will pay for the resulting loss, damage or expense caused by that “accident.”
  - (2) With respect to Service Interruption coverage, we will also not pay for an “accident” caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided in A.1.c. above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.
  - (3) With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.
  - (4) We will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an “accident”: Any mold, fungus, mildew or yeast, including any spores or toxins produced by or emanating from such mold, fungus, mildew or yeast. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such mold, fungus, mildew or yeast, spores or toxins. However, this exclusion does not apply to spoilage of personal property that is “perishable goods,” to the extent that spoilage is covered under Spoilage coverage.
  - (5) We will not pay for any loss or damage to animals.

#### 4. DEFINITIONS

The following definitions are added:

- a. "Boilers and vessels" means:
  - (1) Any boiler, including attached steam, condensate and feedwater piping; and
  - (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.This term does not appear elsewhere in this endorsement, but may appear in a Schedule.
- b. "Covered equipment"
  - (1) "Covered equipment" means, unless otherwise specified in a Schedule, Covered Property:
    - (a) that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or
    - (b) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
  - (2) None of the following is "covered equipment":
    - (a) structure, foundation, cabinet, compartment or air supported structure or building;
    - (b) insulating or refractory material;
    - (c) sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
    - (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
    - (e) "vehicle" or any equipment mounted on a "vehicle";
    - (f) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
    - (g) dragline, excavation or construction equipment; or
    - (h) equipment manufactured by you for sale.
- c. "Data" means information or instructions stored in digital code capable of being processed by machinery.
- d. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- e. "Media" means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.
- f. "One accident" means: If an initial "accident" causes other "accidents," all will be considered "one accident." All "accidents" that are the result of the same event will be considered "one accident."
- g. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- h. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. However, "production machinery" does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.  
This term does not appear elsewhere in this endorsement, but may appear in a Schedule.
- i. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."

- B.** The Building and Personal Property Coverage Form is modified as follows.  
The definitions stated above also apply to section B. of this endorsement.

## **1. DEDUCTIBLE**

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in a Schedule. If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, provision D. DEDUCTIBLE is deleted and replaced with the following:

### **a. Deductibles for Each Coverage**

- (1) Unless the Schedule indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."
- (2) We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the Schedule.  
We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- (3) If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," only the highest deductible for each coverage will apply.

### **b. Direct and Indirect Coverages**

- (1) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Schedule.
- (2) Unless more specifically indicated in the Schedule:
  - (a) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
  - (b) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

### **c. Application of Deductibles**

- (1) Dollar Deductibles  
We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.
- (2) Time Deductible  
If a time deductible is shown in the Schedule, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.
- (3) Multiple of Average Daily Value (ADV)  
If a deductible is expressed as a number times ADV, that amount will be calculated as follows:  
The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all

affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration."

The number indicated in the Schedule will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

**(4) Percentage of Loss Deductibles**

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

## **2. CONDITIONS**

The following conditions are in addition to the Conditions in the Building and Personal Property Coverage Form, the Commercial Property Conditions and the Common Policy Conditions.

**a. Suspension**

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:

- (1)** your last known address; or
- (2)** the address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment." If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

**b. Jurisdictional Inspections**

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

**c. Environmental, Safety and Efficiency Improvements**

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced. However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

**d. Coinsurance**

If a coinsurance percentage is shown in a Schedule for specified coverages, the following condition applies. We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

The most we will pay for loss, damage or expense under this endorsement arising from any "one accident" is the applicable Limit of Insurance in the Declarations unless otherwise shown in a Schedule. Coverage provided under this endorsement does not provide an additional amount of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is agreed that this policy excludes any claim for "punitive or exemplary damages" whether arising out of the acts of the insured, insured's employees or any other person. The company shall not have an obligation to pay for any costs, interest, or damages attributable to "punitive or exemplary damages".

#### **Definition:**

"Punitive or Exemplary Damages" means damages, other than compensatory and nominal damages, awarded against a person to punish and to discourage him and others from similar conduct in the future and shall include exemplary damages.

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# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) 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
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) 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
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

#### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

#### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

**a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

**b.** This insurance applies to such liability assumed by the insured;

**c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

**d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

**e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

**f.** The indemnitee:

**(1)** Agrees in writing to:

**(a)** Cooperate with us in the investigation, settlement or defense of the "suit";

**(b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

**(c)** Notify any other insurer whose coverage is available to the indemnitee; and

**(d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

**(2)** Provides us with written authorization to:

**(a)** Obtain records and other information related to the "suit"; and

**(b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

**1.** If you are designated in the Declarations as:

**a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

**b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

**c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

**d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
    - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      - (1) "Bodily injury" or "personal and advertising injury":
        - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
        - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
        - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
        - (d) Arising out of his or her providing or failing to provide professional health care services.
      - (2) "Property damage" to property:
        - (a) Owned, occupied or used by;
        - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
    - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
    - c. Any person or organization having proper temporary custody of your property if you die, but only:
      - (1) With respect to liability arising out of the maintenance or use of that property; and
      - (2) Until your legal representative has been appointed.
    - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
    - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part 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 will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. 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 or "suit";
    - (2) Authorize us to obtain records and other information;
    - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; 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 injury or damage to which this insurance may also apply.
  - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part 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 Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the 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; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of 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 insurance or none of the loss remains, whichever comes first.

If any of the 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 insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e.** An elevator maintenance agreement;
  - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**
- 11. "Loading or unloading" means the handling of property:**
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b.** While it is in or on an aircraft, watercraft or "auto"; or
  - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b.** Vehicles maintained for use solely on or next to premises you own or rent;
  - c.** Vehicles that travel on crawler treads;
  - d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1)** Power cranes, shovels, loaders, diggers or drills; or
    - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2)** Cherry pickers and similar devices used to raise or lower workers;
  - f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16.** "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

- a.** Means:
  - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (a)** You;
    - (b)** Others trading under your name; or
    - (c)** A person or organization whose business or assets you have acquired; and
  - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** If Endorsement **CG 21 09**, **CG 21 10**, **CG 24 50** or **CG 24 51** is attached to the Policy, Paragraph **A.2.g.(2)(e)** of Endorsement **CG 21 09**, **CG 21 10**, **CG 24 50** or **CG 24 51**, whichever is attached, is replaced by the following:
- "Bodily injury" or "property damage" arising out of:
- (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
  - (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (iii) Any tractor with a farm tractor registration.
- B.** If Paragraph **A.** of this endorsement does not apply, Paragraph **g.(5)** under Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- "Bodily injury" or "property damage" arising out of:
- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (c) Any tractor with a farm tractor registration.
- C.** If Endorsement **CG 22 71** or **CG 22 72** is attached to the Policy, Paragraphs **A.** and **B.** of this endorsement do not apply with respect to the transportation of students related to the operation of any college or school by you or on your behalf.
- D.** The definitions of "auto" and "mobile equipment" in the **Definitions** section are replaced by the following:
1. "Auto" means:
    - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
    - b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
  2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    - b. Vehicles maintained for use solely on or next to premises you own or rent;
    - c. Vehicles that travel on crawler treads;
    - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      - (1) Power cranes, shovels, loaders, diggers or drills; or
      - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW HAMPSHIRE CHANGES – PREMIUM AUDIT CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

Paragraph **b.** of Condition **5. Premium Audit** is replaced by the following:

### **5. Premium Audit**

- b.** Premium shown in this Coverage Part or policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the policy, provided there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in this Paragraph **b.**, the **Examination Of Your Books And Records** Condition continues to apply.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>  <b>Crossroads Academy, 95 Dartmouth College Hwy., Lyme, NH 03768 LANDLORD</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – LIMITED BODILY INJURY  
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:**

**2. Exclusions**

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **g. Aircraft, Auto Or Watercraft**

###### **(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

###### **(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 26 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Description Of Professional Services</b>
<b>1. All Professional Services</b>
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. Exclusions of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

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## **ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, 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.

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## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2.**, **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

#### **f. Pollution**

- (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2)** Any loss, cost or expense arising out of any:
  - (a)** 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
  - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year 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 accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such 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.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B.** The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such 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.

- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONDITIONAL EXCLUSION OF TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL TERRORISM  
RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. Applicability Of The Provisions Of This  
Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW HAMPSHIRE CHANGES – AMENDMENT OF REPRESENTATIONS CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK COVERAGE PART

**A.** The **Representations** Condition is replaced by the following:

### **REPRESENTATIONS**

1. You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this policy.

2. Any intentional:

- a. Misrepresentation;
- b. Omission;
- c. Concealment; or
- d. Misstatement of a material fact;

in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.

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# BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. Definitions.

## A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;
  - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

### b. Your Business Personal Property

consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

### c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

## 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
  - (c) Rowboats or canoes out of water at the described premises; or
  - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
  - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

### 4. Additional Coverages

#### a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
  - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
  - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;

- (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
  - (e) Remove deposits of mud or earth from the grounds of the described premises;
  - (f) Extract "pollutants" from land or water; or
  - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
  - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if **(4)(a)** and/or **(4)(b)** applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

**(5) Examples**

The following examples assume that there is no Coinsurance penalty.

**Example 1**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph **(3)**.

**Example 2**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4)**, because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph **(4)**. Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

**b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1)** While it is being moved or while temporarily stored at another location; and
- (2)** Only if the loss or damage occurs within 30 days after the property is first moved.

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1)** Assumed by contract or agreement prior to loss; or
- (2)** Required by local ordinance.

No Deductible applies to this Additional Coverage.

**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

**e. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

- (a) We will not pay for the Increased Cost of Construction:
  - (i) Until the property is actually repaired or replaced at the same or another premises; and
  - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

**f. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
  - (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
    - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
    - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
    - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
    - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

## 5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### a. Newly Acquired Or Constructed Property

#### (1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

## (2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
  - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
  - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:
  - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
  - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

## (3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

**b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**c. Valuable Papers And Records (Other Than Electronic Data)**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

**d. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
  - (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
  - (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

**f. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**g. Business Personal Property Temporarily In Portable Storage Units**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
  - (a) Will end 90 days after the business personal property has been placed in the storage unit;
  - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. Exclusions And Limitations**

See applicable Causes Of Loss form as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

**D. Deductible**

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

**Example 1**

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100
– 250
\$ 59,850

Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:  
\$59,850 + \$80,000 = \$139,850

**Example 2**

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

**E. Loss Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

**1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**3. Duties In The Event Of Loss Or Damage**

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.

- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
  - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
  - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
  - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.  
Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
  - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
  - (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
  - (3) Take all or any part of the property at an agreed or appraised value; or
  - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
  - (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

**h.** A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

## **5. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

## **6. Vacancy**

### **a. Description Of Terms**

**(1)** As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:

**(a)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

**(b)** When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

**(i)** Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

**(ii)** Used by the building owner to conduct customary operations.

**(2)** Buildings under construction or renovation are not considered vacant.

### **b. Vacancy Provisions**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

**(1)** We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:

**(a)** Vandalism;

**(b)** Sprinkler leakage, unless you have protected the system against freezing;

**(c)** Building glass breakage;

**(d)** Water damage;

**(e)** Theft; or

**(f)** Attempted theft.

**(2)** With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## **7. Valuation**

We will determine the value of Covered Property in the event of loss or damage as follows:

**a.** At actual cash value as of the time of loss or damage, except as provided in **b.**, **c.**, **d.** and **e.** below.

**b.** If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

- (1) Awnings or floor coverings;
  - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
  - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
  - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

## F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

### Example 1 (Underinsurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

### Example 2 (Adequate Insurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$250,000 \times 80\%$ ). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 ( $\$40,000$  amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

**Example 3**

When: The value of the property is:

Building at Location 1:	\$ 75,000
Building at Location 2:	\$ 100,000
Personal Property at Location 2:	<u>\$ 75,000</u>
	\$ 250,000
The Coinsurance percentage for it is:	90%
The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is:	\$ 180,000
The Deductible is:	\$ 1,000
The amount of loss is:	
Building at Location 2:	\$ 30,000
Personal Property at Location 2:	<u>\$ 20,000</u>
	\$ 50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$   
 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 \div \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

**2. Mortgageholders**

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

**G. Optional Coverages**

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

**1. Agreed Value**

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

**2. Inflation Guard**

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

**Example**

If: The applicable Limit of Insurance is: \$ 100,000  
 The annual percentage increase is: 8%  
 The number of days since the beginning of the policy year (or last policy change) is: 146  
 The amount of increase is:  
 $\$100,000 \times .08 \times 146 \div 365 =$  \$ 3,200

**3. Replacement Cost**

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Personal property of others;
  - (2) Contents of a residence;
  - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:

- (1) The Limit of Insurance applicable to the lost or damaged property;
- (2) The cost to replace the lost or damaged property with other property:
  - (a) Of comparable material and quality; and
  - (b) Used for the same purpose; or
- (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

#### **4. Extension Of Replacement Cost To Personal Property Of Others**

a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

#### **H. Definitions**

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

### A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

### B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

### F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

### G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

### H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

## **I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NEW HAMPSHIRE CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

**SCHEDULE\***

Premises No.	Building No.	Total Limit Of Insurance Permitted On The Building
1	1	\$150,000
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.		

- A. When this endorsement is attached to the **Standard Property Policy CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.
- B. The following provisions apply except when Paragraph F. of this endorsement applies:
 

Paragraphs 2. and 3. of the **Cancellation Common Policy Conditions** are replaced by the following:

  - 2.a. We may cancel this policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:
    - (1) 10 days before the effective date of cancellation if:
      - (a) We cancel for nonpayment of premium;
      - (b) We cancel for substantial increase in hazard; or
      - (c) This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
    - (2) 60 days before the effective date of cancellation if Paragraph 2.a.(1) of this endorsement does not apply.
  - b. If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Fraud or material misrepresentation affecting the policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the policy; or
    - (3) Substantial increase in hazard provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.
- 3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
  - a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.
  - b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

C. Paragraph 6. of the **Cancellation Common Policy Condition** is deleted.

D. The following is added and supersedes any provision to the contrary, except as provided in Paragraph F.:

**Nonrenewal**

1. If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

2. However, we need not mail or physically deliver this notice if:

- a. We manifest our willingness to renew;
- b. We refuse to renew due to nonpayment of premium;
- c. You do not pay any advance premium required by us for renewal; or
- d. The property covered in this policy is insured under any other insurance policy.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. The following are added:

**1. Other Insurance On Buildings**

- a. You are permitted to have other insurance that covers buildings at the premises described in the Declarations. The total Limit of Insurance on any building, including the Limit of Insurance for this Coverage Part, is limited to the amount shown in the Schedule.
- b. If you have other insurance on any building exceeding the amount shown in the Schedule, coverage under this Coverage Part will be automatically suspended for that building. Suspension will occur regardless of whether you can collect on that other insurance or not.

**2. Policy Value**

New Hampshire law states as follows:

- a. If a building insured for a specified amount, whether under a separate policy or under a policy also covering other buildings, is totally destroyed by fire or lightning without criminal fault on the part of the insured or his assignee, the sum for which such buildings are insured shall be taken to be the value of the insured's interest therein unless overinsurance thereon was fraudulently obtained.

b. If an insured building is only partially destroyed by fire or lightning, the insured shall be entitled to the actual loss sustained, not exceeding the sum insured.

c. Nothing contained in Paragraph 2.a. or 2.b. of this section shall be construed as prohibiting the use of coinsurance, or agreed amount.

d. When a building is insured not for a specified amount but under a blanket form with one amount covering two or more buildings or one or more buildings and personal property, the provisions of Paragraph 2.a. of this section shall not apply.

F. If this policy covers buildings or structures located in New Hampshire that:

- (1) Are used only for residential purposes;
- (2) Are owner-occupied; and
- (3) Contain less than 5 dwelling units;

the following provisions apply:

1. Paragraphs 2. and 3. of the **Cancellation Common Policy Conditions** are replaced by the following and supersede any provisions to the contrary:

2. We may cancel this policy by mailing or physically delivering to you written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or physically deliver our notice to your last mailing address known to us.

2. The following is added to the **Cancellation Common Policy Condition**:

7. If this policy:

- a. Has been in effect for 90 days or more; or
- b. Is a renewal of a policy we issued:

We may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Your conviction of a crime having as one of its necessary elements an act increasing the risk of loss;
- (3) Discovery of fraud or material misrepresentation by you in making a claim under this policy;

- (4) Discovery of grossly negligent acts or omissions by you substantially increasing the risk of loss; or
- (5) Physical changes in the Covered Property that make that property uninsurable.

Notice of cancellation will state the reasons for cancellation.

Unless cancellation is for nonpayment of premium, we may cancel this policy only by mailing or physically delivering to you written notice of cancellation at least 45 days before the effective date of cancellation.

- 3. The following is added and supersedes any provision to the contrary:

**Nonrenewal**

We may elect not to renew this policy by mailing or physically delivering written notice of nonrenewal to your last mailing address known to us at least:

- a. 10 days before the expiration date of the policy if we refuse to renew for nonpayment of premium; or
- b. 45 days before the expiration date of the policy if we refuse to renew for any other reason.

If notice is mailed, proof of mailing will be sufficient proof of notice.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.  
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
  - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
  - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

### A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

### B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

**2. We will not pay for loss or damage caused by or resulting from any of the following:**

**a.** Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b.** Delay, loss of use or loss of market.
- c.** Smoke, vapor or gas from agricultural smudging or industrial operations.

**d.(1) Wear and tear;**

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**e.** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

**f.** Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - (1)** You do your best to maintain heat in the building or structure; or
  - (2)** You drain the equipment and shut off the supply if the heat is not maintained.
- h.** Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1)** Applies whether or not an act occurs during your normal hours of operation;
- (2)** Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j.** Rain, snow, ice or sleet to personal property in the open.
- k.** Collapse, including any of the following conditions of property or any part of the property:
  - (1)** An abrupt falling down or caving in;
  - (2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - (3)** Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **(1)** or **(2)** above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a)** To the extent that coverage is provided under the Additional Coverage, Collapse; or
  - (b)** To collapse caused by one or more of the following:
    - (i)** The "specified causes of loss";
    - (ii)** Breakage of building glass;
    - (iii)** Weight of rain that collects on a roof; or
    - (iv)** Weight of people or personal property.
  - i.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".
- This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.
- m.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3.** We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.
  - b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c.** Faulty, inadequate or defective:
    - (1)** Planning, zoning, development, surveying, siting;
    - (2)** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3)** Materials used in repair, construction, renovation or remodeling; or
    - (4)** Maintenance;

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
  - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

##### b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension, lapse or cancellation of any license; or
  - (c) Any other consequential loss.

##### c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
  - (a) Paragraph **B.1.a.** Ordinance Or Law;
  - (b) Paragraph **B.1.c.** Governmental Action;
  - (c) Paragraph **B.1.d.** Nuclear Hazard;
  - (d) Paragraph **B.1.e.** Utility Services; and
  - (e) Paragraph **B.1.f.** War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

##### (a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

##### (b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

## 5. Additional Exclusion

The following provisions apply only to the specified property:

### Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

## C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
    - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
    - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
  - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
  - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
  - g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
    - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
    - (2) Changes in or extremes of temperature;
    - (3) Disease;
    - (4) Frost or hail; or
    - (5) Rain, snow, ice or sleet.
  2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
    - a. Animals, and then only if they are killed or their destruction is made necessary.
    - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
      - (1) Glass; or
      - (2) Containers of property held for sale.
    - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

      - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):
- a.** \$2,500 for furs, fur garments and garments trimmed with fur.
  - b.** \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
  - c.** \$2,500 for patterns, dies, molds and forms.
  - d.** \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
- a.** Results in discharge of any substance from an automatic fire protection system; or
  - b.** Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### **D. Additional Coverage – Collapse**

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a.** Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b.** Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a.** A building or any part of a building that is in danger of falling down or caving in;
- b.** A part of a building that is standing, even if it has separated from another part of the building; or
- c.** A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a.** Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
  - c. Yard fixtures;
  - d. Outdoor swimming pools;
  - e. Fences;
  - f. Piers, wharves and docks;
  - g. Beach or diving platforms or appurtenances;
  - h. Retaining walls; and
  - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
  - b. The personal property which collapses is inside a building; and
  - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

#### **E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## F. Additional Coverage Extensions

### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

### 3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

### G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following:
  - fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.
  - b. Falling objects does not include loss or damage to:
    - (1) Personal property in the open; or
    - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
  - c. Water damage means:
    - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROPERTY ENHANCEMENT: NONPROFIT**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM  
 BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM- ACTUAL LOSS SUSTAINED  
 CAUSES OF LOSS – SPECIAL FORM**

**I. Schedule of Additional Enhancement Endorsement Coverages and Limits**

The following is a summary of increased Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of your policy.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Foundations	Included	3
Business Personal Property	Within 2000 feet	4
Preservation of Property	90 days	4
Fire Department Service Charge	\$50,000	4
Fire, Sprinkler or Burglar Alarm Upgrade	\$50,000	4
Theft Damage to Buildings	Included	4
Pollutant Clean Up and Removal	\$50,000	4
Emergency Vacating Expense	\$25,000	5
Automated External Defibrillators (AEDs)	\$5,000	5
Lease Cancellation Moving Expenses	\$50,000	5
Green Consultant Expense Coverage	\$5,000	5
Newly Acquired or Constructed Property	180 Days	6
Newly Acquired or Constructed Property- Building	\$2,000,000	
Newly Acquired Business Personal Property	\$1,000,000	
Newly Acquired Locations – Business Income & Extra Expense	\$250,000	
Personal Effects	\$50,000	7
Property of Others	Various	7
Valuable Papers and Records	\$100,000	7
Property Off-Premises, Including Stock	\$500,000	7
Property at Conventions, Fairs, Exhibitions or Special Events	\$100,000	8
Outdoor Property	\$50,000	8
Garages/Storage Sheds	\$5,000	8
Retaining Walls	\$10,000	8
Accounts Receivable	\$100,000	9
Business Income and Extra Expense	\$300,000	10
Residential Room Reserve	\$100,000	11
Recharge or Refill of Fire Protection System	Included	11
Lock Replacement	\$20,000	11
Reward Reimbursement	\$75,000	11
Inventory and Appraisals of Loss	\$50,000	11
Ordinance or Law-Undamaged Portion of the Building	Building Limit	12
Ordinance or Law-Demolition Cost	\$1,000,000	
Ordinance or Law-Increased Cost of Construction	\$1,000,000	
Spoilage	2,000 feet, \$50,000	14
Pair, Sets or Parts	Amended	14

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Fine Arts	\$100,000	15
EDP Equipment and Media	\$10,000	16
Damage to Property of Home Care Provider	\$50,000	19
Mobile Medical Equipment	\$15,000	19
Vacancy Clause Modification	90 Days	19
Earthquake Sprinkler Leakage	\$30,000	19
Dampness/Extremes of Temperature Exclusion	removed	19
Furs	\$10,000	20
Precious Metals	\$25,000	20
Water Coverage	\$30,000	20
Property in Transit (Includes Common Carrier)	\$250,000 (\$50,000)	20
Off Premises Power Failure	\$50,000	20
Extended Business Income	180 Days	21
Utility Services (Business Income (and extra expense) Coverage)	Included	21

## II. Property Enhancement Endorsement - Nonprofit Conditions

### A. Applicability of Coverage

Coverage provided in forms attached to your policy are amended by this endorsement where applicable. If two or more coverages apply to the same loss or damage, the broader coverage and only the broader coverage, will apply.

### B. Limits of Insurance

1. When coverage is provided by this form and another coverage form attached to this policy, the greater Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.
2. Limits of Insurance identified herein are not excess of, nor applicable in addition to, Limits of Insurance provided by the coverage or Cause of Loss forms applicable to this endorsement, unless otherwise stated.
3. Coverage is considered to be on an occurrence basis (not on a per location basis).
4. The deductible listed in the Property Declarations will apply unless specific deductible provisions are set forth under any coverage enhancement.

### C. Adjusters' Fees

Coverages provided herein are not applicable to the generation of fees you may incur by retaining a public adjuster or appraiser.

### D. Applicability of Exclusions

Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

### E. Requirement for Covered Cause of Loss

Except where a specific Covered Cause of Loss is identified in this coverage enhancement, coverage for the losses described herein are applicable only for Covered Causes of Loss as designated in the Causes of Loss Form attached to the policy.

### F. Other Insurance

If there is other insurance under a separate policy covering the same loss or damage as provided for in this coverage enhancement, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, regardless of whether you are able to collect. However, we will not pay more than the applicable Limit of Insurance.

## III. The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** Section **A. Coverage** is amended as follows:

### A

1. **Covered Property** is amended to include the following:

#### **Foundations**

Foundations of buildings, structures, machinery or boilers if their foundations are below the lowest basement floor; or the surface of the ground, if there is no basement.

## 2. Property Not Covered

g. is deleted.

### B. Your Business Personal Property

1. Covered Property, b. Your Business Personal Property, the first paragraph is amended to:

**Your Business Personal Property** located in or on the building described in the Declarations or in the open (or in a vehicle) within 2000 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the YOUR BUSINESS PERSONAL PROPERTY – SEPARATION OF COVERAGE form.

#### IV. The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 4. Additional Coverages** is amended as follows:

##### b. Preservation of Property

Paragraph (2) is deleted and replaced with the following:

(2) Only if the loss or damage occurs within 90 days after the property is first moved.

##### c. Fire Department Service Charge

The Limit of Insurance for this Additional Coverage is increased to \$50,000.

##### d. Pollutant Clean Up and Removal

The Limit of Insurance for this Additional Coverage is increased to \$50,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

##### e. Fire, Sprinkler or Burglar Alarm Upgrade

In the event of a total "loss" to covered fire, sprinkler or burglar alarm systems at described premises caused by or resulting from any of the Covered Causes of Loss, we will pay for the cost to purchase upgraded equipment.

The most we will pay in any one occurrence is \$50,000. This Additional Coverage is in addition to the applicable Limits of Insurance provided by this Coverage Form.

##### g. Theft Damage to Buildings

We will pay for loss to buildings (including equipment within the buildings used to maintain or service the buildings) caused by theft or attempted theft of Covered Business Personal Property.

This Additional Coverage is applicable only to the premises where you are a tenant and are liable for such damage.

This Additional Coverage does not increase the Limits of Insurance provided by this Coverage Form.

- V. The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 4. Additional Coverages**, the following are added:

**A. Emergency Vacating Expense**

1. The coverage provided by this policy is extended to apply to the reasonable expenses that you incur in the “emergency” vacating of the premises of your facility described in the Declarations, provided that vacating is necessary due to an “emergency” situation resulting from a Covered Cause of Loss.
2. “Emergency” will mean imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to occupants.
3. We will not pay for any expenses under this Extension arising out of:
  - a. A strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
  - b. A planned vacating drill; or
  - c. The vacating of one or more patients or residents that is due solely to their individual medical condition.
4. The most we will pay for Emergency Vacating Expenses in any one occurrence under this Extension is \$25,000. The deductible for Emergency Vacating Expenses is \$250 per occurrence.

No other exclusions in your policy apply to this Extension. However, specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

**B. Automated External Defibrillators**

We will pay for direct physical loss or damage to automated external defibrillators (AEDs) at the premises described in the Declarations. The most we will pay for loss or damage under this coverage is limited to \$5,000 for any one occurrence, which is in addition to the Business Personal Property Limit stated in the Declarations.

**C. Lease Cancellation Moving Expenses**

The Company will reimburse the Insured any moving expenses necessitated by the Insured’s need to relocate due to the cancellation of the lease at the insured’s premises listed on the Declarations page during the policy period, provided that the lease cancellation occurs as a result of a Covered Cause of Loss. The limit for this coverage will be \$50,000 per policy period for all Insureds combined. No deductible applies to this coverage.

**D. Green Consultant Expense Coverage**

In the event of a total loss to a covered building due to a covered cause of loss, and the building has been replaced and rebuilt as a LEED® (Leadership in Energy and Environmental Design) Certified Green Building, the company will reimburse the Insured up to \$5,000 for the service of a consultant for the design of the structure.

Prior to payment, construction of the replaced building must be completed and have a minimum of Silver Rating Level LEED® Green Building certification.

VI. The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 5. Coverage Extensions** is amended as follows:

a. **Newly Acquired or Constructed Property** Replaced with the following;

a. **Newly Acquired Or Constructed Property**

**(1) Buildings**

The last paragraph is replaced with the following:

The most we will pay for loss or damage under this Extension is **\$2,000,000** at each building.

**(2) Your Business Personal Property**

The last paragraph in **(2) (a)** is replaced with the following:

The most we will pay for loss or damage under this Extension is **\$1,000,000** at each building.

**(3) Period Of Coverage**

Paragraph **(b)** is replaced with the following:

**(b) 180** days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

VI (a) The **BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM, A. Coverage, 6. Coverage Extension, Newly Acquired Locations** is replaced by the following:

**Newly Acquired Locations**

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$250,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end when  
any of the following first occurs:
  - (1)** This policy expires;
  - (2)** 180 days expire after you acquire or begin to construct the property; or
  - (3)** You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

VI. The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 5. Coverage Extensions** is amended as follows: (CONTINUED)

b. **Personal Effects and Property of Others** is deleted in its entirety and replaced with the following:

You may extend the insurance that applies to Your Personal Property to apply to:

- (1) Personal effects owned by you, your volunteers, your officers, your partners or your employees. The most we will pay for loss or damage under this extension is \$50,000 at each described premises.
- (2) Personal Property of others in your care, custody or control. The most we will pay for loss or damage under this Extension is \$50,000 for personal property other than money and securities of residents or clients, or \$5,000 for money and securities at each described premises of residents or clients. However, we will not pay more than \$10,000 for loss or damage to the personal property other than money and securities of any one resident or client, or \$500 for loss of money and securities of any one resident or client.
- (3) We will not pay for loss or damage in any one occurrence under this Extension until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable limit of insurance under this Extension. No other deductible applies to this extension.
- (4) Under this Extension, the value of your residents' or clients' money and securities will be calculated as the smaller of the following:
  - (a) The cost to replace the money or securities at the time of loss; or
  - (b) The actual cash value of the money or securities at the time of loss.

However, at your option, the cost of replacing securities may be calculated using the market value of the securities at the time the claim is settled.

**c. Valuable Papers And Records (Other Than Electronic Data)** is deleted in its entirety and replaced with the following:

1. You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist.
2. Under this Extension, the most we will pay to replace or restore the lost information is \$100,000 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**d. Property Off-Premises, Including Stock**

1. You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
  - a. Temporarily at a location you do not own, lease or operate;
  - b. In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or

- c. At any fair, trade show or exhibition.
- 2. This Extension does not apply to property:
  - a. In or on a vehicle; or
  - b. In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- 3. The most we will pay for loss or damage under this Extension is \$500,000. The most we will pay for loss or damage under this extension is \$100,000 for losses occurring at a convention, fair, exhibition, or special event

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to the following property if located within 1600 feet of the premises described in the Declarations: your outdoor fences and netting, outdoor lighting, outdoor pools, court surfaces, radio and television antennas (including satellite dishes), trees, shrubs, plants, lawns, and playground equipment, including the cost of debris removal, caused by or resulting from any of the following Causes of Loss:

- 1. Fire;
- 2. Lightning;
- 3. Explosion;
- 4. Riot or civil commotion;
- 5. Aircraft or vehicles;
- 6. Vandalism and malicious mischief; or
- 7. Theft.

The most we will pay for loss or damage under this Extension is \$50,000. The most we will pay for any one tree, shrub, plant or acre of lawn, including the cost of debris removal, is \$1,000.

Signs will be covered for all perils with no limitation.

**VII. BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 5. Coverage Extensions** is amended to include the following:

**A. Garages/Storage Sheds**

Coverage for your building is extended to apply to any garages or storage sheds located at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss. Coverage for all garages or storage sheds is subject to a \$5,000 Limit of Insurance per location.

**B. Retaining Walls**

Coverage for your building is extended to apply to any retaining walls, which are not part of the Building, located at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss. Coverage for all retaining walls is subject to a \$10,000 Limit of Insurance per location.

### **C. Accounts Receivable**

1. Coverage for Your Business Personal Property is extended to apply to your records accounts receivable:

a. At a described premises or in or on a vehicle in transit between described premises; or

b. If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss. We will pay for a loss while they are:

(1) At a safe place away from your described premises; or

(2) Being taken to and returned from that place.

2. Coverage for Your Business Personal Property is extended to apply to the amounts due from your customers that you are unable to collect due to a Covered Cause of Loss, including:

a. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

b. Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and

c. Other reasonable expenses that you incur to reestablish your records of accounts receivable that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable, including credit or charge card slips.

3. Accounts receivable loss payment will be determined as follows:

a. Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and

The total above will be adjusted for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.

b. The following will be deducted from the total amount of accounts receivable:

(1) The amount of the accounts for which there is no loss;

(2) The amount of the accounts that you are able to reestablish or collect; and

(3) An amount to allow for probable bad debts that you are normally unable to collect

c. You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

4. Additional Exclusions

a. We will not pay for a loss caused by or resulting from any of the following:

(1) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

(2) Bookkeeping, accounting or billing errors or omissions.

b. We will not pay for loss that requires any audit of records or any inventory computation to prove its factual existence.

The most we will pay under this Coverage Extension is \$100,000.

#### **D. Business Income and Extra Expense**

1. Coverage is extended to cover Business Income and Extra Expense incurred when your covered building or business personal property listed on the Declarations is damaged by a covered Cause of Loss.

We will pay any Extra Expense you incur:

a. To continue your normal operations at the described premises;

b. To continue your normal operations at replacement premises or temporary locations; including:

(1) Relocation expenses; and

(2) Costs to equip or operate the replacement or temporary locations; or

c. To minimize the suspension of your normal operation if you cannot continue them.

2. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur that is caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

3. Contingent Business Property

We will pay for the actual loss of Business Income you sustain, and necessary Extra Expense you incur when Contingent Business Property is damaged by a Covered Cause of Loss. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume operations, in whole or in part, by using any other available:

a. Source of materials; or

b. Outlet for your products.

4. Coverage is extended to apply to your mobile shredding operations and your mobile medical units.

The most we will pay under this section is \$300,000 for any one occurrence. No coinsurance shall apply to this coverage.

5. The following, when used in this section, is defined as follows:

"Contingent Business Property" means property operated by others on whom you depend to:

- a. Deliver materials or services to you or to others for your account (Contributing Locations);
- b. Accept your products or services (Recipient Locations);
- c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
- d. Attract customers to your business (Leader Locations).

#### **E. Residential Room Reserve**

Coverage is extended to apply to actual net loss of income that you incur resulting from holding a resident's room when the resident has been temporarily hospitalized due to an accident or illness. Coverage begins three days after the funding for the resident's room has been suspended. The Limit of Insurance applicable to any one occurrence is \$5,000. The most we will pay for all losses under this extension is \$100,000.

#### **F. Recharge or Refill of Fire Protection System**

We will pay your expenses to recharge or refill automatic fire protection systems when such systems are discharged as the result of any of the Covered Causes of Loss.

We will not pay recharging or refilling expenses if the discharge occurred while the system was being tested.

No deductible applies to this Additional Coverage.

This Additional Coverage does not increase the Limits of Insurance provided by this Coverage Form.

#### **G. Lock Replacement**

Coverage is extended to cover necessary expense to repair or replace exterior or interior door locks of a covered building:

1. If your door keys are stolen in a covered theft loss; or
2. When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension is \$20,000 for any one occurrence.

No deductible shall apply to this coverage.

#### **H. Reward Reimbursement**

Coverage is extended to provide a reward for information that leads to a criminal conviction in connection with loss or damage to Covered Property by a Covered Cause of Loss; provided that the reward is pre-approved by the Company. The most we will pay for loss or damage under this extension is \$75,000 regardless of the number of person's involved providing information.

No deductible shall apply to this coverage.

## I. Inventory and Appraisals

Coverage is extended to cover your expenses, excluding those for public adjusters and appraisers, to record information, compile inventories, or obtain appraisals we require to comply with the loss conditions of this coverage form.

The most we will pay for loss or damage under this extension is \$50,000 for any one loss to Covered Property caused by a Covered Cause of Loss.

No deductible shall apply to this coverage.

## J. Ordinance or Law

Under this Additional Coverage, we will not pay any costs due to an ordinance or law that you were required to comply with before the loss, even when the building was damaged, and with which you failed to comply.

1. Coverage A – Coverage For Loss to the Undamaged Portion of the Building If a Covered Cause of Loss occurs to covered Building property shown in the Declarations, we will pay for loss of value to the undamaged portion of the building caused by enforcement of any ordinance or law that:
  - a. Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
  - b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
  - c. Is in force at the time of loss.

Coverage A is included within the Limit of Insurance applicable to the covered Building property shown in the Declarations. This is not additional insurance.

2. Coverage B – Demolition Cost Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

The Limit of Insurance for Demolition Cost Coverage is \$1,000,000 (in addition to the Building Limit).

3. Coverage C – Increased Cost of Construction Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay for the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law

The Limit of Insurance for Increased Cost of Construction is \$1,000,000 (in addition to the Building Limit).

4. Under Coverage A – Coverage for Loss to the Undamaged Portion of the Building:

- a. If the Replacement Cost coverage option applies and the property is repaired or  
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replaced, on the same or another premises, we will not pay more for loss of value to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

- (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
- (2) The Limit of Insurance applicable to the covered Building property.

**b.** If the Replacement Cost coverage option applies and the property is not repaired or replaced, or if the Replacement Cost coverage option does not apply, we will not pay more for the loss of value to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

- (1) The actual cash value of the building at the time of loss; or
- (2) The Limit of Insurance applicable to the covered Building property.

**5.** We will not pay more under Coverage B – Demolition Cost Coverage than the lesser of the following:

- a.** The amount you actually spend to demolish and clear the site of the described premises; or
- b.** The applicable Demolition Cost Limit of Insurance shown in **2.** above.

**6.** We will not pay Under Coverage C – Increased Cost of Construction Coverage:

- a.** Until the property is actually repaired or replaced, at the same or another premises; and
- b.** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- c.** If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage C is the lesser of:
  - (1) The increased cost of construction at the same premises; or
  - (2) The applicable Increased Cost of Construction Limit of Insurance shown in **3.**above.
- d.** If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:
  - (1) The increased cost of construction at the new premises (not to exceed the increased cost of construction at the same premises); or
  - (2) The applicable Increased Cost of Construction Limit of Insurance shown in **3.**above.

7. We will not pay for:

- a. The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus," wet or dry rot or bacteria; or
- b. Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants," "fungus," wet or dry rot or bacteria.

8. The terms of this endorsement apply separately to each building to which this endorsement applies.

**K. Spoilage**

- 1. We will pay for direct physical loss or damage to your perishable Business Personal Property, and perishable personal property of your residents or clients while at or within 2,000 feet of the described premises caused by spoilage due to changes in temperature or humidity resulting from:
  - a. Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
  - b. Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.
- 2. Coverage does not apply to:
  - a. The disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power;
  - b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current; or
  - c. The inability of an Electric Utility Company or other power source to provide sufficient power due to:
    - (1) Lack of fuel; or
    - (2) Governmental order;
  - d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; or
  - e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

The most we will pay for loss or damage in any one occurrence is \$50,000.

**L. Pair, Sets or Parts**

- 1. Pair or Set:

In case of loss to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between the value of the pair or set before and after the loss.

**2. Parts:**

In case of a loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

**M. Fine Arts**

**1. Coverage applies to "fine arts." Covered Causes of Loss are extended to include risks of direct physical loss or damage except:**

**a. Any repairing, restoration or retouching process.**

**b. Breakage of fragile "fine arts" articles, including art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles, unless caused by:**

- (1) The "specified causes of loss";**
- (2) Building glass breakage;**
- (3) Earthquake; or**
- (4) Flood.**

**c. Dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose (other than a Bailee for hire or carrier):**

- (1) Acting alone or in collusion with others; or**
- (2) Whether or not occurring during the hours of employment.**

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

**d. Voluntary parting with any property by you or anyone else to whom you have entrusted the property, if induced to do so by any fraudulent scheme, trick, device or false pretense.**

**e. Any of the following:**

- (1) Wear and tear;**
- (2) "Fungus" (except when "fungus" results from fire or lightning), rust, corrosion, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;**
- (3) Nesting or infestation, or discharge or release of waste products or secretions by insects or rodents; or**
- (4) Dampness or dryness of atmosphere or changes in or extremes in temperature.**

**2. The most we will pay in any one occurrence for loss or damage to "fine arts" caused by or resulting from any Covered Cause of Loss is:**

- a. The value of the lost or damaged "fine arts"; or
  - b. \$100,000; whichever is less.
3. The following, when used in this section, means:
- a. "Antique" means an object at least 100 years old.
  - b. "Fine arts" means paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, "antique" furniture, "antique" jewelry, bric-a-brac, porcelains and similar property of rarity, historical value or artistic merit.

## **N. EDP Equipment and Media**

### **1. Coverage**

- a. Covered Property, as used in this Coverage Form means Electronic Data Processing devices operated by you at the premises listed on the Declarations. The Covered Property must be either your property or property belonging to others, which is in your care and used by you in your business or profession.
- b. Covered Property, as used in this section of this enhancement, means "data" and "media" owned proprietarily by you. The Covered Property must be either your property or property belonging to others, which is in your care and used by you in your business or profession.
  - (1) "Data" means information stored electronically and includes facts, instructions, concepts and programs converted to a form useable in electronic data processing operations.
  - (2) "Media" means devices which store information which is accessible to computers.
- c. Property Not Covered:
  - (1) Accounts, records, documents and other valuable papers, except as they may be converted to "data" and stored on "media", and then only in that converted form;
  - (2) Property of yours that you have rented, leased or loaned to someone else; or
  - (3) Electronic alarm systems.
- d. Coverage Extensions
  - (1) Provided you store duplicate "data" at a separate premises and provided such cover that "data" at each such storage location.
  - (2) We will also pay for loss to Covered Property while temporarily located away from your premises and while in transit within:
    - (a) The United States of America;
    - (b) Puerto Rico; and

**(c) Canada.**

The most we will pay under this Coverage Extension is \$2,500 for any single occurrence.

- (3)** We will continue to cover your Covered Property while being transferred to and while at a temporary safe storage location, whenever utilized to avoid imminent loss. You are required, however, to provide us with written notice within 10 days following such move.
- (4)** We will also pay for expenses you incur for the removal of debris provided:
  - (a)** The debris is Covered Property;
  - (b)** The Cause of Loss is not excluded by any part of this policy; and
  - (c)** The debris is located at a location scheduled in this policy.

The most we will pay under this Coverage Extension is \$10,000 in any one loss, but not to exceed a total of \$10,000 under this EDP coverage enhancement section.

- (5)** We will also pay 80% of the actual rental cost for replacement electronic equipment, beginning forty-eight (48) hours after a covered loss has occurred to Covered Property under the EDP coverage listed in the preceding paragraphs, provided such equipment will assist in continuing operations at no less than 80% of normal capacity.

This Coverage Extension will end when the covered loss has been settled or when the amount of coverage provided under this Coverage Part is exhausted, whichever occurs first.

The most we will pay under the terms of this Coverage Extension is \$2,500 in any one loss.

- (6)** We will also pay you for the expense you incur in recharging or refilling fire protection devices which are designed specifically to protect the Covered Property under this EDP coverage section, when these devices have been used in protecting such property from a covered loss.

The most we will pay under the terms of this Coverage Extension is \$2,500 in any one loss.

**e. Covered Causes of Loss**

Covered Causes of Loss means risk of direct physical loss to Covered Property except those Causes of Loss listed in the Exclusions.

**2. Exclusions**

We will not pay for a loss caused directly or indirectly by any of Items **a.** through **i.** listed below. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. Governmental Action**

Seizure or destruction of property by order of governmental authority. This exclusion will not apply to acts or destruction ordered by governmental authority and taken at the time

of a fire to prevent its spread if the fire falls within a Covered Cause of Loss under the terms of this policy.

**b. Nuclear Hazard**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause.

But we will pay for direct loss caused by resulting fire if the fire would be covered under the terms of this policy.

**c. War and Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by military forces, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**d. Delay, loss of market, loss of income, loss of use or any other cause of consequential loss.**

**e. Wear and tear, any quality in the Covered Property that causes it to damage or destroy itself, gradual deterioration, depreciation or damage done by insects, vermin or rodents.** We will pay for direct loss caused by resulting fire or explosion if the fire or explosion would be covered under the terms of this Coverage Part.

**f. Dishonest acts** committed by you, anyone else with an interest in the Covered Property, or your or their employees, whether or not such an act occurs during the hours of employment; nor will we pay for a loss caused by dishonest acts by anyone entrusted with the Covered Property, except a common carrier for hire.

**g. Dryness, dampness, changes in temperature, corrosion or rust.** But, if the air conditioning system that services the Covered Property is damaged by a Covered Cause of Loss we will pay for any direct resulting damage to Covered Property.

**h. Breakage** of tubes, bulbs, lamps or articles made of glass. But we will pay for such loss caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by accident to vehicles carrying the Covered Property.

**i. Processing or work performed upon the Covered Property.** But we will pay for direct loss caused by resulting fire or explosion if the fire or explosion would be covered under this Coverage Form.

**3. Limits, Deductibles, Valuation**

**a. Limit of Insurance**

The most we will pay for any loss under the EDP section is \$10,000.

**b. Deductible**

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the contents Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

**c. Valuation**

The value of the Covered Property will be determined as of the time and place of loss using the actual replacement cost of property similar to the Covered Property. In no event will our liability above exceed the cost to repair or replace the property with similar property of equal value.

**O. Damage to Property of Home Care Providers**

You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to property owned by, or in the care, custody or control of a "home care provider," caused by a patient placed by you or an appropriate governmental agency on your behalf, in the care of the "home care provider" or employees of the insured. This Extension also extends to vehicles and self-propelled machines and outdoor trees, shrubs and plants owned by, or in the care, custody or control of the "home care provider" or employees of the insured.

"Home care provider" means a foster parent (or parents) paid or unpaid by you or an appropriate governmental agency on your behalf, to care for one or more patients on a continuous basis away from your premises.

The most we will pay for loss or damage in any one occurrence under this Extension is \$50,000.

**P. Mobile Medical Equipment**

You may extend the insurance provided by this Coverage Form to apply to your mobile medical equipment, including equipment which you rent.

The most we will pay for loss or damage under this Extension is \$15,000.

**VIII. The BUILDING AND PERSONAL PROPERTY COVERAGE FORM, Section E. Loss Conditions is amended as follows:**

**6. b. Vacancy Provisions** the first paragraph is amended to:

If the building where loss or damage occurs has been vacant for more than 90 consecutive days before that loss or damage occurs

**IX. CAUSES OF LOSS – SPECIAL FORM, Section B. Exclusions, is amended as follows:**

**1. b. Earth Movement** is amended to include:

**(6)** If Earth Movement described in **b.(1)** through **(5)** above, results in sprinkler leakage, we will pay up to \$30,000 for loss or damage by that sprinkler leakage.

**2. d. (7)** is amended to:

The following cause of loss to personal property:

Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**X. CAUSES OF LOSS – SPECIAL FORM Section C. Limitations** is amended as follows:

**3.a.** is amended to:

\$10,000 for fur garments and garments trimmed with fur.

**3.b.** is amended to:

\$25,000 for trophies, medals, jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

**XI. CAUSES OF LOSS – SPECIAL FORM, Additional Coverage – Water** is added:

"Water" is included as a Covered Cause of Loss. We will not pay more than \$30,000 in any one occurrence.

**a.** "Water" means:

- (1)** Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2)** Mudslide or mudflow;
- (3)** Water that backs up or overflows from a sewer, drain or sump; or
- (4)** Water under the ground surface pressing on, or flowing or seeping through:
  - (a)** Foundations, walls, floors or paved surfaces;
  - (b)** Basements, whether paved or not; or
  - (c)** Doors, windows or other openings.

This extension applies to all claim expenses including, but not limited to building, business personal property, personal property of others, business income and extra expense and debris removal. However, this extension does not apply to roof drainage systems, gutters, or downspouts.

**XII. CAUSES OF LOSS – SPECIAL FORM, Section F. Additional Coverage Extensions** is amended as follows:

**1. Property in Transit, c.** is amended to

- (1)** The most we will pay for loss or damage under this extension is \$250,000.
- (2)** For your covered property while in the care, custody or control of a common carrier an additional limit of insurance of \$50,000 is added

**XIII. CAUSES OF LOSS – SPECIAL FORM, Section F. Additional Coverage Extensions** is amended to include:

**5. Off-Premises Power Failure**

We will pay for loss of or damage to Covered Property, caused by the interruption of service to the described premises. The interruption must result from direct physical loss

or damage by a Covered Cause of Loss to “water supply services,” “communication supply services,” or “power supply services,” not on the described premises.

a. “Water supply services” means the following types of property supplying water to the described premises:

- (1) Pumping stations; and
- (2) Water mains.

b. “Communication supply services” means property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (1) Communication transmission lines including optic fiber transmission lines;
- (2) Coaxial cables; and
- (3) Microwave radio relays except satellites.

“Communication supply services” does not include overhead communication lines.

c. “Power supply services” means the following types of property supplying electricity, steam, or gas to the described premises:

- (1) Utility generating plants;
- (2) Switching stations;
- (3) Substations;
- (4) Transformers; and
- (5) Transmission lines.

“Power supply services” does not include overhead transmission lines.

This coverage extension does not apply to loss of Business Income or Extra Expense. The most we will pay for loss or damage under this extension is \$50,000.

**XIV. BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, Section A. COVERAGE, 5. Additional Coverages** is amended as follows:

c. **Extended Business Income (1)(b)(ii)** is amended to the following:

- (ii) 180 consecutive days after the date determined in (1)(a) above.

c. **Extended Business Income (2)(b)(ii)** is amended to the following:

- (ii) 180 consecutive days after the date determined in (2)(a) above.

**XV. BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, Section A. COVERAGE, 5. Additional Coverages** is amended to include:

**e. Utility Services**

- (1) If a specific limit of coverage for Business Income and Extra Expense is included in the policy (not a part of this form), then coverage is extended to include loss or damage that you incur due to the interruption, caused by a Covered Cause of Loss, of “water

supply services,” “communication supply services,” or “power supply services” to the premises described on the declarations.

**(a)** “Water supply services” mean the following types of property supplying water to the described premises:

**(i)** Pumping stations; and

**(ii)** Water mains.

**(b)** “Communication supply services” meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:

**(i)** Communication transmission lines including optic fiber transmission lines;

**(ii)** Coaxial cables; and

**(iii)** Microwave radio relays except satellites.

It does not include overhead transmission lines.

**(c)** “Power supply services” meaning the following types of property supplying electricity, steam, or gas to the described premises:

**(i)** Utility generating plants;

**(ii)** Switching stations;

**(iii)** Substations;

**(iv)** Transformers; and

**(v)** Transmission lines.

It does not include overhead transmission lines.

**(2)** We will only pay for loss you sustain after the first twelve (12) hours following the direct physical loss or damage to the off-premises property to which this enhancement applies. This coverage extension does not apply to direct physical damage to Covered Property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LOSS OF INCOME DUE TO WORKPLACE VIOLENCE**

This endorsement modifies and is subject to the insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

The following is added to **Section A. Coverage, 5. Additional Coverages:**

### **e. Workplace Violence**

#### **(1) Coverage:**

##### Loss of Business Income:

We will pay for the actual loss of Business Income you sustain due to the suspension of your "operations" caused by any intentional use, or threat to use, deadly force by any person.

The most we will pay under this coverage is \$100,000.

##### Extra Expense:

Coverage is extended to include the cost of public relations consultants or other specialists to restore the insured's reputation following an incident of workplace violence. Additionally, coverage includes mental health counseling for employees.

The most we will pay under this coverage is \$5,000.

#### **(2) Loss Determination:**

Determination of the Business Income loss under this additional coverage will be calculated only for the location where the workplace violence occurred. Coverage will only be for the "period of restoration".

Extra expense will apply even though operations have resumed. However, they will not apply after 60 days following the incident.

All other terms and conditions remain the same.

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# EXCLUSION – ASBESTOS DISCLOSURE NOTICE

This notice does NOT form a part of your insurance contract. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. This notice is designed to alert you to coverage changes when the following exclusionary endorsement is attached to your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy (including its endorsements) and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Your policy is being issued with an Asbestos Exclusion endorsement:

## SUMMARY

### Exclusion – Asbestos

This endorsement excludes liability coverage for injury arising out of, resulting from, caused by or contributed to by asbestos or exposure to asbestos or its use. Also excluded are damages, loss, cost or expense arising out of assessing the presence, absence or amount or effects of asbestos; identifying, sampling, testing, detecting, cleaning up, monitoring, removing, containing, treating, detoxifying, abating, disposing or mitigating asbestos, or supervision, instructions, recommendations, warnings or advice regarding any of the above which had been given or should have been given. Coverage for investigation or defense is also excluded under this endorsement.

Please refer to the Asbestos Exclusion endorsement for further details.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

<b>Coverage</b>	<b>Additional Premium</b>
Hired Auto Liability and Non-Owned Auto Liability	\$1,000,000 \$ 197

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

#### **A. HIRED AUTO LIABILITY**

The insurance provided under **Section I - Coverage A – Bodily Injury And Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

#### **B. NON-OWNED AUTO LIABILITY**

The insurance provided under **Section I - Coverage A – Bodily Injury And Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the use of a “non-owned auto” by any person other than you in the course of your business.

#### **C. With respect to the insurance provided by this endorsement:**

1. Subparagraphs **b., c., e., g., h., j., k., l., m.,** and **n.** of Paragraph 2., **Exclusions of Section I - Coverage A – Bodily Injury And Property Damage Liability** do not apply.
2. The following exclusions are added to Paragraph 2., **Exclusions of Section I - Coverage A – Bodily Injury And Property Damage Liability**:

- a. “Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.

- b. “Bodily injury” to:

- (1) An “employee” of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an “insured contract”; or
- (2) “Bodily injury” to domestic “employees” not entitled to workers compensation benefits.

c. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

D. For the purposes of this endorsement only, **Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured under this Insurance to the extent set forth below:

1. You.
2. Any other person using a "hired auto" with your permission.
3. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above.

None of the following is an insured:

1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
2. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
3. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
4. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

E. For the purposes of this endorsement only, the definition of "insured contract" in **Section V - Definitions** is amended by the addition of the following:

9. "Insured contract" means:

- g. That part of any contract or agreement entered into, as part of your business pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

F. For the purposes of this endorsement only, the following definitions are added to the **Section V - Definitions**:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households,
3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**GENERAL LIABILITY ENHANCEMENT: NONPROFIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. **For complete details on specific coverages, consult the policy contract wording.**

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$50,000 limit	2
Damage to Premises Rented to You	\$1,000,000	2
HIPAA	Clarification	3
Medical Payments	\$20,000	4
Medical Payments – Extended Reporting Period	3 years	4
Athletic Activities	Amended	4
Supplementary Payments – Bail Bonds	\$10,000	4
Supplementary Payment – Loss of Earnings	\$1,500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Key and Lock Replacement – Janitorial Services Client Coverage	\$20,000 limit	4
Additional Insured – Newly Acquired Time Period	Amended	5
Additional Insured – Medical Directors and Administrators	Included	5
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	5
Additional Insured – Broadened Named Insured	Included	5
Additional Insured – Funding Source	Included	6
Additional Insured – Home Care Providers	Included	6
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	6
Additional Insured – Lessor of Leased Equipment	Included	6
Additional Insured – Grantors of Permits	Included	6
Additional Insured – Vendor	Included	6
Additional Insured – Franchisor	Included	7
Additional Insured – As Required by Contract	Included	7
Additional Insured – Owners, Lessees, or Contractors	Included	7
Additional Insured – State or Political Subdivisions	Included	7
Additional Insured – Trustees, Officials, Members of the Board of Governors, Rabbi, Clergymen or Deacons	Included	8
Duties in the Event of Occurrence, Claim or Suit	Included	8

Unintentional Failure to Disclose Hazards	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Aggregate Limit Per Location	Included	9

#### A. Extended Property Damage

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

##### a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, Subsection 2. Exclusions, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

#### C. Non-Owned Watercraft

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, Subsection 2. Exclusions, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, unless the damage to property is caused by your client, up to a \$50,000 limit. A client is defined as a person under your direct care and supervision.

#### E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:

- a. The last paragraph of **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. **Section III – Limits of Insurance**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to anyone premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **Section V – Definitions**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **Section IV – Commercial General Liability Conditions**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit Section of the Declarations is amended to the greater of:
- a) \$1,000,000; or
  - b) The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a) **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

b) **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

c) **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

d) **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **Section V – Definitions** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **Section III – Limits of Insurance** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part
2. **Section I – Coverage, Coverage C Medical Payments**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
  - b) The expenses are incurred and reported to us within three years of the date of the Accident.

**H. Athletic Activities**

**Section I – Coverage, Coverage C Medical Payments**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**Section I – Coverages, Supplementary Payments – Coverage A and B** are amended as follows:

**1.b.** is deleted in its entirety and replaced by the following:

- 1. b.** Up to \$10,000 for cost of bail bonds required because of accidents or traffic law Violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

**1.d.** is deleted in its entirety and replaced by the following:

- 1. d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,500 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**Section I – Coverages, Supplementary Payments – Coverage A and B** the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**Section I – Coverages, Supplementary Payments – Coverage A and B** is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$20,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contractor work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

#### L. Additional Insureds

**Section II – Who Is An Insured** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:
  - a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co- "employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.  
  
This provision does not change Item 2.a. (1) (a) of form CG 00 01 as it applies to managers of a limited liability company.
  - c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

**d. Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**e. Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for your private home respite or foster home care for the developmentally disabled.

**f. Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You–**

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

**i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you:

(c) Any physical or chemical change in the product made intentionally by the vendor;

- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exception contained in Sub- paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- i. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured when required by a contract.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:
- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
  - (2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) Bodily injury" or "property damage" included within the "products-completed operations hazard."

n. **Your trustees, officials, members of the board of governors, Rabbi, Clergymen or Deacons** but only with respect to their duties as such.

#### **M. Duties in the Event of Occurrence, Claim or Suit**

**Section IV – Commercial General Liability Conditions, Paragraph 2.** Is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

#### **N. Unintentional Failure To Disclose Hazards**

**Section IV – Commercial General Liability Conditions, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **O. Transfer of Rights of Recovery Against Others To Us**

**Section IV – Commercial General Liability Conditions, 8. Transfer of Rights of Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and helps us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of loss, provided the waiver is made in a written contract.

#### **P. Liberalization**

**Section IV – Commercial General Liability Conditions,** is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### **Q. Bodily Injury – Mental Anguish**

**Section V – Definitions, Paragraph 3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time

## **R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **Coverage B Personal and Advertising Injury Liability Coverage** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **Section V – Definitions**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. **Section V – Definitions**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

## **S. Aggregate Limit Per Location**

### **Section III – Limits of Insurance and Section V – Definitions**

1. Under **Section III – Limits of Insurance**, the General Aggregate Limit applies separately to each of your “locations” owned by or rented to you.

2. Under **Section V – Definitions**, the following definition is added as follows:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

- A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**
- 2.a.** We may cancel this Policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
- (1)** 10 days before the effective date of cancellation if:
    - (a)** We cancel for nonpayment of premium;
    - (b)** We cancel for substantial increase in hazard; or
    - (c)** This is a new policy and its cancellation notice is mailed within the first 60 days of the effective date.
  - (2)** 60 days before the effective date of cancellation if Paragraph **2.a.(1)** of this endorsement does not apply.
- b.** If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
- (1)** Nonpayment of premium;
  - (2)** Fraud or material misrepresentation affecting the Policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or
  - (3)** Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.
- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
  - b.** Certified mail if cancellation is for any other reason.
- Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.
- B. Paragraph 6. of the Cancellation Common Policy Condition is deleted.**
- C. The following is added and supersedes any provision to the contrary:**
- Nonrenewal**
- 1.** If we elect not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.
  - 2.** However, we need not mail or physically deliver this notice if:
    - (a)** We have indicated a willingness to renew;
    - (b)** We refuse to renew due to nonpayment of premium;
    - (c)** You do not pay any advance premium required by us for renewal; or

**(d)** Any property covered in this Policy is insured under any other insurance policy.

**3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW HAMPSHIRE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

- A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.a.** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:
- (1)** 10 days before the effective date of cancellation if we cancel for:
    - (a)** Nonpayment of premium; or
    - (b)** Substantial increase in hazard;
  - (2)** 60 days before the effective date of cancellation if we cancel for any other reason.
- b.** If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
- (1)** Nonpayment of premium;
  - (2)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or
  - (3)** Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.
- 3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:
- a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium; or
  - b.** Certified mail if cancellation is for any other reason.
- Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.
- B.** Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.
- C.** The following is added and supersedes any provision to the contrary:
- NONRENEWAL**
- 1.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.
  - 2.** However, we need not mail or physically deliver this notice if:
    - (a)** We have indicated a willingness to renew;
    - (b)** We refuse to renew due to nonpayment of premium;

- (c) You do not pay any advance premium required by us for renewal; or
  - (d) Any property covered in this policy is insured under any other insurance policy.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW HAMPSHIRE CHANGES – CIVIL UNION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A.** All references to spouse shall include a partner in a civil union recognized under New Hampshire law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:  
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under New Hampshire law, who is a resident of such Named Insured's household, including a ward or foster child; or
  2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Hampshire law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, or the Farm Umbrella Liability Policy, the term "family member" is replaced by the following:  
"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under New Hampshire law, who is a resident of your household, including a ward or foster child.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW HAMPSHIRE CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL  
COVERAGES, CONDITIONS, DEFINITIONS  
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM  
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY  
AND EQUIPMENT COVERAGE FORM  
STANDARD PROPERTY POLICY

The **Concealment, Misrepresentation Or Fraud**  
Condition is replaced by the following:

### **CONCEALMENT, MISREPRESENTATION OR FRAUD**

We do not provide coverage to one or more insureds ("insureds") who, at any time:

1. Intentionally concealed or misrepresented a material fact;
  2. Engaged in fraudulent conduct; or
  3. Made a false statement;
- relating to this insurance.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
    - a.** Any of the following, whether belonging to any insured or to others:
      - (1)** Computer hardware, including microprocessors;
      - (2)** Computer application software;
      - (3)** Computer operating systems and related software;
      - (4)** Computer networks;
      - (5)** Microprocessors (computer chips) not part of any computer system; or
      - (6)** Any other computerized or electronic equipment or components; or
    - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;
 

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
  - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  - 2.** Under the Commercial Property Coverage Part:
    - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
    - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;
 

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 STANDARD PROPERTY POLICY

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such 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.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year 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.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	<b>\$ 8.00</b>
<b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b>	
Commercial Property Coverage Part Commercial General Liability Coverage Part	
<b>Additional information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	<b>80% Year: 20 <u>20</u></b>
(Refer to Paragraph <b>B.</b> in this endorsement.)	
<b>Federal share of terrorism losses</b>	<b>80% Year: 20 <u>21</u></b>
(Refer to Paragraph <b>B.</b> in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONDITIONAL EXCLUSION OF TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL  
TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
- FARM COVERAGE PART
- STANDARD PROPERTY POLICY

**SCHEDULE**

The <b>Exception Covering Certain Fire Losses</b> (Paragraph D.) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:	
State(s)	Coverage Form, Coverage Part Or Policy
NH	Commercial Fire
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

- b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
  - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
  - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
  - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
- 2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
- 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- C. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **C.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

#### **D. Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

#### **E. Application Of Other Exclusions**

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - ASBESTOS**

The Exclusion Section of the Liability Coverage provided under this policy is amended to add the following:

### **Asbestos**

- A. This insurance does not apply to any loss of, "bodily injury," "property damage," or "personal and advertising injury" arising out of the actual, alleged or suspected:
  - 1. Ingestion, inhalation, absorption, presence or exposure or threat of exposure to asbestos in any form, or goods, products containing any form of asbestos;
  - 2. Use of any form of asbestos in constructing or manufacturing any good, product or structure;
  - 3. Removal of any form of asbestos from any good, product or structure; or
  - 4. The manufacture, intellectual development, sale, transportation, storage, or disposal of asbestos or goods or products containing any form of asbestos.
  
- B. We will not pay:
  - 1. Loss, cost or expense, including but not limited to defense costs, claim expenses, bonds or fees arising out of any request, demand, or order that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize, or mitigate; or in any way respond to or assess the effects of asbestos; or repair, replace or improve any property as a result of such effects; or
  - 2. Loss, cost or expense arising out of any claim or "suit" by or on behalf of a government authority for damages because of identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing, or mitigating; or in any way responding to or assessing the effects of asbestos; or repairing, replacing or improving any property as a result of such effects.
  
- C. This exclusion applies whether or not:
  - 1. Such loss, cost or expense was caused by the instigation of, or with the direct or indirect involvement of any Named Insured, the Named Insured's employees, Additional Insureds or other persons on the Named Insured's premises or worksite at any time.
  - 2. Such loss, cost or expense was caused by or arising out of the failure at any time of any Named Insured, the Named Insured's employees, Additional Insureds, or other persons on any Named Insured's premises or worksite to supervise or keep the premise or worksite in a safe condition.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUND-RAISING EVENTS BLANKET ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** This insurance applies to “bodily Injury”, “property damage”, and “personal and advertising injury” arising out of your fund-raising events and revenue generating activities, except any claims arising from the following:
- Aircraft or aircraft related
  - Animals - other than house pets
  - Carnivals and fairs with mechanical rides - sponsored by the Insured
  - Contact sports
  - Firearms
  - Motorcycle runs, automobile rallies and watercraft events
  - Parades sponsored by the Insured
  - Political Rallies
  - Pyrotechnics
  - Rock, Hip-Hop or Rap concerts — with admission over 250 people
  - Rodeos sponsored by the Insured
  - Any event lasting more than four (4) days (Including otherwise acceptable events with the exception of one convention a year)
  - Any event with greater than 250 people at any one time (including otherwise acceptable events, with the exception of one convention a year)
  - Any event with liquor provided by the Insured if a license is required for such activity
- B. Section II — Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) related to your fund raising events, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf. However, third party telemarketing, direct mail or internet advertising (including spam) firms shall not be Insureds.

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# NON-PROFIT SUPPLEMENTAL COVERAGE PART

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this Coverage Part are solely applicable to the coverage afforded by this Coverage Part. In addition, to the extent not specifically addressed herein, each Supplemental Coverage listed in this Coverage Part is subject to all the terms, conditions, exclusions and limitations of the Policy to which this Coverage Part is attached.

Solely for the purpose of this Coverage Part: 1) The words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words "we", "us" and "our" refers to the company providing this insurance.

## I. DECLARATIONS FOR SUPPLEMENTAL COVERAGES

The following is a summary of the Supplemental Coverages provided by this Coverage Part and the applicable Limit of Coverage.

<u>SUPPLEMENTAL COVERAGE</u>	<u>LIMIT OF COVERAGE</u>
A. Accident Benefit for Business Travel	\$50,000 aggregate annually
B. Cancellation of Business Conference	\$25,000 aggregate annually
C. Donation Coverage	\$50,000 aggregate annually
D. Consulting Fee for Real Estate	\$50,000 aggregate annually
E. Benefit Event Electrical Failure	\$25,000 aggregate annually
F. Identity Theft Expense	\$50,000 aggregate annually
G. Image Repair and Counseling	\$50,000 aggregate annually
H. Executive Replacement Expenses	\$50,000 aggregate annually
I. Kidnap Expense	\$50,000 aggregate annually
J. Political Turmoil	\$ 5,000 per employee / \$25,000 aggregate
K. Conference Space Reimbursement	\$25,000 aggregate annually
L. Travel Reimbursement Due To Terrorism	\$50,000 aggregate annually
M. Delayed Travel Reimbursement	\$ 1,500 aggregate annually
N. Workplace Incident Counseling	\$50,000 aggregate annually
O. Crisis Management Expense	\$25,000 aggregate annually

## II. CONDITIONS

### A. MULTIPLE LIMITS OF COVERAGE

1. If coverage for a claim is applicable under this Coverage Part and another Coverage Part or endorsement of this Policy, whichever applicable Limit of Coverage is larger will apply. Under no circumstance shall more than one Limit of Coverage apply and no stacking of Limits of Coverage is allowed. Should this Coverage Part and any other Coverage Part of this Policy or any other Policy we or an affiliated company issued to you apply to the same occurrence, offense, accident or loss, the maximum limit of liability or limit of insurance under all such Coverage Parts or Policies combined shall not exceed the highest applicable limit of liability or limit of insurance under any one Coverage Part or Policy.
2. The Limits of Coverage listed above in Section I. **DECLARATIONS FOR SUPPLEMENTAL COVERAGES** are separate and distinct from Limits of Coverage stated in other Declarations within this Policy.

### B. CLAIM EXPENSES

Unless specifically provided for herein, the costs you incur for adjustment of a claim or loss are not covered by the Supplemental Coverages listed in this Coverage Part.

## III. SUPPLEMENTAL COVERAGES

### A. ACCIDENT BENEFIT FOR BUSINESS TRAVEL

#### 1. Coverage Agreement

We will pay you an Accident Benefit For Business Travel should **injury** or death occur during the policy period to an officer or director while traveling on a common carrier for your business.

With respect to the Accident Benefit For Business Travel Supplemental Coverage, **injury** means:

- a. Physical harm to the body resulting from a violent event, or by an accident that results in death within one hundred eighty (180) days after the Policy's termination;
- b. Loss of limbs or more than one finger due to an accident;
- c. Complete loss of sight, speech or hearing.

#### 2. Exclusions

The Accident Benefit For Business Travel does not apply to **injury** caused by or resulting from:

- a. An intentional act by you;
- b. Suicide or attempted suicide by you;
- c. Any act of war (*de jure* or *de facto*); or
- d. The progression of a disease or sickness.

#### 3. Limit of Coverage

The Limit of Coverage for this insurance shall be \$50,000 in the aggregate for each Policy Year, with no deductible.

### B. CANCELLATION OF BUSINESS CONFERENCE

#### 1. Coverage Agreement

We will pay for expenses previously paid by you for attendance by your employee at a conference related to your business if the conference is cancelled due solely to a **natural catastrophe** or a **contagious disease** and you are not reimbursed from other sources for said expenses. For this Coverage to apply:

- a. The employee registration for the conference must have occurred thirty (30) or more days before the conference cancellation; and
- b. Municipal, state, or federal Health Department or other governmental authority with jurisdiction for the site of the conference have to have ordered the cancellation.

## 2. Limit of Coverage

The Limit of Coverage for this insurance shall be \$25,000 in the aggregate for each Policy Year, with no deductible.

## C. DONATION COVERAGE

### 1. Coverage Agreement

If you are a non-profit entity recognized by the United States Internal Revenue Service as having 501(c)(3) status under the U.S. Internal Revenue Code, we will pay you those sums pledged to you in writing during the Policy Year but which were not paid within 180 days of when pledged payment was due because of a **donation failure**. Any donation amount to be collected by you over a period in excess of twelve (12) month will be considered a single donation.

### 2. Exclusions

This Coverage does not apply if:

- a. When the pledge was made, the donor was in bankruptcy or had filed for bankruptcy or reorganization in seven (7) years prior to the making of said pledge;
- b. The written pledge of funds or other measurable, tangible property to you is dated prior to the Policy Year; or
- c. If the donor is a natural person and unemployed or incapacitated:
  - i. The donor or you had reason to believe at the time the donation was pledged that the donor would become unemployed or incapacitated after the date of the donation; or
  - ii. The claim is submitted before the donor's unemployment or incapacitation has lasted at least sixty (60) days.

### 3. Limit of Coverage

The Limit of Coverage for this insurance shall be \$50,000 in the aggregate for each Policy Year, with no deductible. If a donation pledge is made for tangible property, any payment by us under this Coverage for the unfulfilled donation will be premised on the fair market value of said item(s) pledged at the time the claim is presented.

## D. CONSULTING FEE FOR REAL ESTATE

### 1. Coverage Agreement

We will pay you those sums reasonably charged to and paid by you to a real estate broker or real estate consultant as a fee for finding a different location for your operations because of the **sudden destruction** during the Policy Year of the first Named Insured's **primary premises** stated in the Declarations.

### 2. Limit of Coverage

The Limit of Coverage for this insurance shall be \$50,000 in the aggregate for each Policy Year, with no deductible.

## E. BENEFIT EVENT ELECTRICAL FAILURE

### 1. Coverage Agreement

We will pay you those sums reasonably charged to and paid by you as **benefit expenses** for a **benefit event** which is cancelled due to a power outage causing a complete failure of electrical service to the event, and if the **benefit event** is not rescheduled.

### 2. Exclusions

This Coverage does not apply to:

- a. A **benefit event** which was not planned, scheduled, and announced to the public at least thirty (30) days prior to the power outage; or
- b. Any power outage resulting from actions by or at the direction of any of your personnel.

### 3. Limit of Coverage

The Limit of Coverage for this insurance shall be \$25,000 in the aggregate for each Policy Year, with no deductible.

## F. IDENTITY THEFT EXPENSE

### 1. Coverage Agreement

We will pay to any present director or officer of the Named Insured for **identity theft expenses** incurred as the direct result of any **identity theft** which first occurs and is discovered and reported to us in writing during a time when a Policy which includes this Coverage is issued by us to you and is in force.

### 2. Limit of Coverage

The Limit of Coverage for this insurance shall be \$50,000 in the aggregate for each Policy Year, with no deductible.

## G. IMAGE REPAIR AND COUNSELING

### 1. Coverage Agreement

a. We will pay you those sums reasonably charged to and paid by you to a qualified outside consultant for restoring your public image and/or to a psychologist or psychiatrist for counseling to any of your officer(s), employee(s), and volunteer(s) arising out of an **improper act** by said officer(s), employee(s), and volunteer(s).

b. Covered charges consist of:

- i. The costs charged by a recruiter or expended on advertising to hire a person to replace an officer charged with one or more **improper acts**;
- ii. The costs charged by an image consultant to restore your public reputation and confidence due to damage because of an **improper act**; and
- iii. The costs charged by a licensed psychologist or psychiatrist in counseling the accused officer(s), employee(s) and/or volunteers(s) with respect to the alleged **improper act**.

### 2. Exclusions

This Coverage does not apply to consulting and/or counseling charges to you relating from:

- a. Any **improper act** for which the accused officer(s), employee(s), or volunteer(s) is charged with and convicted of a crime deriving from the said **improper act**; or
- b. An **improper act** allegedly performed by any officer(s), employees(s), and/or volunteer(s) while not acting within the scope of his, her, or their employment for you.

### 3. Limit of Coverage

The Limit of Coverage for this insurance shall be \$50,000 in the aggregate for each Policy Year, with no deductible.

## H. EXECUTIVE REPLACEMENT EXPENSES

### 1. Coverage Agreement

We will pay the **executive replacement expenses** you incur if the Chief Executive Officer or Executive Director of the first Named Insured suffers an **injury** and dies during the Policy Year.

### 2. Limit of Coverage

The Limit of Coverage for this insurance shall be \$50,000 or ten (10) times the annual premium paid for this Policy, whichever is less, in the aggregate for each Policy Year, with no deductible.

## I. KIDNAP EXPENSE

### 1. Coverage Agreement

- a. We will pay on behalf of any of your directors or executive officers, the reasonable sums he or she incurs as a result of the kidnaping of him/her or his/her spouse, **civil union partner**, parent, or child during the Policy Year.
- b. For purposes of this Coverage, reasonable fees include:
  - i. Fees and costs charged by independent negotiators;
  - ii. Interest costs for any loan from a financial institution taken by him or her to pay a ransom demand or extortion threat;
  - iii. Costs for travel and accommodations incurred by him or her;
  - iv. Reward money paid to an informant which leads to the arrest and conviction of any person responsible for loss under this Coverage; and
  - v. If the person kidnaped is a director or executive officer of the Named Insured, the salary and other financial benefits paid by you to the director or officer. Such compensation applies at the level in effect on the date of the kidnaping and ends upon the earliest of:
    - (a) The date of his/her return to work, subject to a maximum of thirty (30) days after release from captivity;
    - (b) Discovery of his/her death;
    - (c) One hundred twenty (120) days after receipt of the last credible evidence that he/she is still alive following abduction; or
    - (d) Twelve (12) months after the date of the kidnaping if no further knowledge or information is obtained about his/her whereabouts.

### 2. Exclusions

This Coverage does not apply to:

- a. Any kidnaping by or at the direction of any present or former family member of the victim;
- b. Any kidnaping that is not reported to law enforcement authorities in the jurisdiction of your **primary premises**; or
- c. Any fraud or attempted fraud by the director or executive officer.

### 3. Limit of Coverage

The Limit of Coverage for this insurance shall be \$50,000 in the aggregate for each Policy Year, with no deductible.

## J. POLITICAL TURMOIL COVERAGE

### 1. Coverage Agreement

We will pay you those sums reasonably charged to and paid by any current director, officer, employee, or volunteer of the Named Insured while traveling outside the United States of America on business for the Named Insured for **evacuation expenses** that are incurred as a result of an **incident of political turmoil**. The **political turmoil** and the **evacuation expenses** resulting therefrom must occur during the Policy Year.

### 2. Exclusions

This Coverage does not apply to any loss or claim for evacuation from a country in a condition of **political turmoil** before the director, officer, employee, or volunteer entered said country.

### 3. Limit of Coverage

The Limit of Coverage shall be \$5,000 per covered person, subject to an aggregate limit of \$25,000 per Policy Year for all covered persons combined, with no deductible.

## K. CONFERENCE SPACE REIMBURSEMENT

### 1. Coverage Agreement

We will pay you those sums reasonably charged to and paid by you to rent conference space for meeting(s) with persons who are not insureds under this Policy which space is needed due to the temporary untenability of your primary office space because of a heating, ventilation, or air conditioning system failure or leaking of a hot water heater during the Policy Year.

### 2. Limit of Coverage

The Limit of Coverage for this insurance shall be \$25,000 in the aggregate for each Policy Year, with no deductible.

## L. TRAVEL REIMBURSEMENT DUE TO TERRORISM

### 1. Coverage Agreement

We will pay to any current director or officer of the Named Insured those sums he or she is charged and paid for **travel expenses** incurred in further of the business of the Named Insured due to an **act of terrorism** during the Policy Year.

### 2. Limit of Coverage

The Limit of Coverage for this insurance shall be \$50,000 in the aggregate for each Policy Year, with no deductible.

## M. DELAYED TRAVEL REIMBURSEMENT

### 1. Coverage Agreement

We will pay to any current director or officer of the Named Insured those sums he or she is charged and paid for any **non-reimbursable expenses** he/she incurs due to the cancellation of any regularly scheduled travel on a common carrier in further of the business of the Named Insured during the Policy Year.

### 2. Limit of Coverage

The Limit of Coverage for this insurance shall be \$1,500 in the aggregate for each Policy Year, subject to a seventy-two (72) hour waiting period deductible for each cancellation event.

## N. WORKPLACE INCIDENT COUNSELING

### 1. Coverage Agreement

We will pay you those sums you expended for psychological counseling expenses incurred as a direct result of a **workplace incident** at the your premises during the Policy Year. The psychological counseling must be initiated within seventy-two (72) hours of the **workplace incident** and been for the benefit of:

- a. Your employees or volunteers who were victims of, or witnesses to, the **workplace incident**; and
- b. The spouse, **civil union partner**, parents, or children of your employees or volunteers who were victims of, or witnesses to, the **workplace incident**.

### 2. Limit of Coverage

The Limit of Coverage for this insurance shall be \$50,000 in the aggregate for each Policy Year, with no deductible.

## O. CRISIS MANAGEMENT EXPENSES

### 1. Coverage Agreement

We will pay to you those sums you incur for **crisis response expenses** because of an **incident** giving rise to a **crisis** during the Policy Year and reported to us in writing within six (6) months of the date the **crisis** began. Retention of a **crisis management firm** and implementation of its work with your employees and volunteers must begin within seventy-two (72) hours of the **incident** to which this insurance applies.

## 2. Limit of Coverage

The Limit of Coverage for this insurance shall be \$25,000 in the aggregate for each Policy Year, with no deductible.

## IV. DEFINITIONS

For the purpose of this Coverage Part, the following definitions apply.

- A. **Act of terrorism** means any act as defined in the Terrorism Risk Insurance Act and its amendments or extensions.
- B. **Benefit event** means a special fund-raising event for you outside of the scope of your typical non-profit operations and duties.
- C. **Benefit expense** means deposits forfeited and other charges paid by you for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable to you.
- D. **Civil union partner** means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the Named Insured.
- E. **Contagious disease** means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire's Disease.
- F. **Crisis** means the public announcement that an **incident** occurred on your premises or at \_\_\_\_\_ an event at which you were the principal sponsor.
- G. **Crisis management firm** means any psychological counseling service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- H. **Crisis response expenses** mean those expenses incurred for psychological counseling services provided by a **crisis management firm**. However, **crisis response expenses** shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall **crisis response expenses** include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- I. **Donation failure** means notice, in writing during the Policy Year, to you of:
  - 1. The bankruptcy or reorganization of a donor which impedes the fulfillment of a previous written, donative pledge to you of funds or quantifiable tangible property; or
  - 2. The unemployment or incapacitation of a person which prevents him/her from fulfilling a previous written donative pledge to you of funds or quantifiable tangible property.
- J. **Evacuation expenses** mean necessary and reasonable costs you incur on a trip in furtherance of your business, including:
  - 1. Additional lodging costs;
  - 2. Additional transportation charges;
  - 3. Costs for acquiring replacements of lost or stolen travel documents needed for leaving an area of **political turmoil**; and
  - 4. Costs for translation services, message transmittals, and other communications with you, provided that these expenses are not otherwise reimbursable.
- K. **Executive replacement expense** means the costs of the following:
  - 1. Advertising for a new Chief Executive Officer or Executive Director;
  - 2. Reasonable transportation, lodging, dining, and entertainment expenses incurred in interviewing job applicants for open executive positions; and

3. Miscellaneous additional expenses incurred in finding, interviewing and negotiating with the job applicants, including but not limited to, overtime pay, costs to verify background and references of applicants, and legal expenses incurred to draw up an employment contract.
- L. Identity theft** means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse or "domestic partner" 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.
- M. Identity theft expense** means:
1. Fees charged for notarizing documents attesting to fraud where such documents are mandated by financial institutions or similar credit grantors or credit agencies;
  2. Expenses for sending certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and
  3. Fees necessary for re-applying for a loan or loans to a lender because the initial application was rejected due only to the lender's receipt of credit information made incorrect because of **identity theft**.
- N. Improper acts** means any actual or alleged act of:
1. Sexual abuse;
  2. Sexual intimacy;
  3. Sexual molestation; or
  4. Sexual assault;
- committed by you against a person who is not an insured and not a co-employee or volunteer. Such **improper acts** must have been committed by you while in his or her capacity as an insured.
- O. Incident** means an accident or other event on your premises listed in the Declarations or at an event sponsored by you, including but not limited to the accidental discharge of pollutants, resulting in death or **significant bodily injury** to three or more persons.
- P. Injury** whenever used in this Coverage Part, other than in Section III. A. **Accident Benefit For Business Travel**, means any physical damage to the body caused by violence, fracture or an accident.
- Q. Natural catastrophe** means hurricane, tornado, earthquake or flood.
- R. Non-reimbursable expenses** means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:
1. Meals and lodging;
  2. Alternative transportation;
  3. Clothing and necessary toiletries; and
  4. Emergency prescription and non-prescription drug expenses.
- S. Political turmoil** means:
1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;
  2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
  3. A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government's ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff for which either an alert or travel warning has been issued by the United States Department of State.
- T. Primary premises** means the headquarters, home office or principal structure from which your operations are directed.

- U. Significant bodily injury** means physical injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.
- V. Sudden destruction** means damage to a structure resulting from an **act of terrorism, collapse**, collision, or fire which results in your **primary premises** becoming untenable.
- W. Travel expenses** mean:
1. Hotel expenses incurred as a direct result of the cancellation of a scheduled transport by a common carrier, resulting directly from and within forty-eight (48) hours of an **act of terrorism**; and
  2. The increased costs which result from re-scheduling comparable transport to replace a similarly scheduled transport canceled by a common carrier in direct response to an **act of terrorism**; provided that these expenses are not otherwise reimbursable.
- X. Workplace incident** means the intentional use of or threat to use deadly force or implements by any person, from which harm is substantially certain to occur, and that results in physical injury or death of any person while on your premises.

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# SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Throughout this policy the word "insured" means any person or organization qualifying as such under **Section III – Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section VI – Definitions**.

## SECTION I – COVERAGES

### SOCIAL SERVICES PROFESSIONAL LIABILITY

#### A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as "damages" arising out of a "professional incident" in the course of performing professional services for, or on behalf of, your social services organization to which this insurance applies. We have the right and duty to defend any "suit" seeking those "damages". We may at our discretion investigate and settle any "professional incident", subject to **Section V – Conditions, Paragraph J. Settlement**, any claim or "suit". But:
  - a. The amount we will pay for "damages" is limited as described in **Section IV – Limits of Insurance**; and
  - b. Our right and duty to defend ends when we have used up our applicable limit of insurance in the payments of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - Supplementary Payments** as set forth below.

2. This insurance applies to "damages" only if:
  - a. The "damages" result from a "professional incident" that takes place in the "coverage territory; and
  - b. The "professional incident" occurs during the policy period.

#### B. Exclusions

This insurance does not apply to "damages":

1. Expected or intended from the standpoint of the insured;
2. For any actual or alleged breach of contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement;
3. Arising out of the operation of any hospital, sanatorium, "medical clinic", or any other medical facility or laboratory;
4. Arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading";
5. Arising out of the prescription, utilization, furnishing, or dispensing of drugs or medical, dental, or nursing supplies, except as directed by a physician, physician assistant, nurse, or a psychologist as permitted under state law, and in the normal practice as a social services organization provider;
6. Arising out of the professional services of any psychiatrist.

However, with respect to you only, this exclusion does not apply to services performed by a psychiatrist so long as you have written confirmation of malpractice insurance covering such individual with limits of at least \$1,000,000;

7. Arising out of the furnishing or failure to furnish professional services by an attorney, architect, engineer, accountant, real estate or investment manager, physician, dentist, anesthesiologist, nurse anesthetist, nurse midwife, x-ray therapist, radiologist, chiropractist, chiropractor, optometrist, or veterinarian.

However, with respect to you and your “employees” only, this exclusion does not apply to services performed by a physician, dentist, or optometrist, provided that all of the following conditions are met:

- a. Such professional is not your “employee” or volunteer; and
  - b. You have current written confirmation of malpractice insurance covering such professional with limits of at least \$1,000,000;
8. Arising out of membership in a formal accreditation or similar professional board or committee or any hospital or professional society;
  9. Arising out of injury to any insured, or any consequential injury to the spouse, child, parent, brother or sister of that insured;

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
  - b. To any obligation to share “damages” with or repay someone else who must pay “damages” because of the injury;
10. Arising out of any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law;
  11. Arising out of any claim made by:
    - a. A person because of any:
      - i. Refusal to employ that person;
      - ii. Termination of that person’s employment; or
      - iii. Employment-related practices, policies, acts or omissions, such as coercion, demotion, defamation, harassment, humiliation. or discrimination directed at that person; or
    - b. The spouse, child, parent, brother or sister of that person as a consequence of any “damages” or injury to that person at whom any of the employment-related practices described in paragraphs i., ii., or iii above as directed.

This exclusion applies:

- i. Whether the insured may be liable as an employer or in any other capacity; and
  - ii. To any obligation to share “damages” with or repay someone else who must pay “damages”;
12. Arising out of “advertising injury” or “personal injury”

However, this exclusion does not apply to “personal injury” when the offense is directly resulting from a “professional incident” and the “personal injury” does not arise out of:

    - a. Oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
    - b. Oral or written publication of material, whose first publication took place before the beginning of the policy period; or
    - c. The willful violation of a penal statute or ordinance committed by or with the consent of the insured;

13. Arising out of damage to property:
  - a. Owned, occupied or used by any insured;
  - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by any insured;
  - c. Which is or was in the possession of any insured or any person acting on behalf of any insured; or
  - d. That is real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are or were performing operations;

14. Arising out of any:
  - a. “Pollution hazard”;
  - b. “Nuclear hazard”;
  - c. “Asbestos hazard”;
  - d. “Lead hazard”;

15. Arising out of actual or alleged discrimination;
16. Arising out of unfair competition or violation of any anti-trust laws;
17. Arising out of the inability or failure of the insured to collect or pay money;
18. Arising out of an insured gaining any personal profit or advantage to which they are not legally entitled;
19. Arising out of liability under the Employment Retirement Income Security Act of 1974 and any amendments to that law, or any similar federal or state law;
20. Arising out of criminal, dishonest, fraudulent or malicious act or omission. This exclusion does not apply to any insured who did not:
  - a. Personally participate in committing any such act; or
  - b. Remain passive after having personal knowledge of any such act or omission;
21. Arising out of any claim made or "suit" brought against an insured by another insured;
22. Arising out of acts, errors or omissions of a managerial or administrative nature;
23. Arising out of:
  - a. The actual or threatened physical or sexual abuse or molestation by anyone of any person while in the care, custody or control of any insured; or
  - b. The negligent:
    - i. employment;
    - ii. investigation;
    - iii. supervision;
    - iv. reporting to the proper authorities, or failure to so report; or
    - v. retention
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by i. above.
  - c. The negligent failure to provide professional services or neglect of the therapeutic needs of a client, patient or other person because of the conduct which would be excluded in paragraph a. above.

## **SECTION II - SUPPLEMENTARY PAYMENTS**

- A. We will pay, with respect to any claim or "suit" we defend:
  1. All expenses we incur including defense costs.
  2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$750 a day because of time off from work.
  4. All costs taxed against the insured in the "suit".
  5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- B. We will reimburse you for reasonable legal services charged by a lawyer we agree to and other expenses you may incur in the investigation and defense of "disciplinary proceeding(s)" brought against you arising out of a "professional incident" that is otherwise covered by the policy. The Coverage is limited to \$100,000 per "professional incident".
- C. We will reimburse you for reasonable legal services charged by a lawyer we agree to and other expenses you may incur arising out of any act or omission in the furnishing or failure to furnish services as a formal

accreditation, standards review or similar board. This Coverage is limited to \$100,000 per incident.

These payments will not reduce the limits of insurance.

### **SECTION III – WHO IS AN INSURED**

- A. You are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors.
- B. Each of the following is also an insured:
  - 1. Your medical directors, board members and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - 2. Your “employees”, other than your “executive officers”, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization.
  - 3. Your volunteers, but only for acts within the scope of their duties related to the conduct of your organization.
  - 4. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.
  - 5. Any social workers and/or case managers, but only for acts within the scope of their duties related to the conduct of your organization.
  - 6. Any organization you newly acquire or form, other than partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Professional Liability Coverage does not apply to a “professional incident” that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as Named Insured in the Declarations.

### **SECTION IV – LIMITS OF INSURANCE**

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - 1. Insureds;
  - 2. Claims made or "suits" brought; or
  - 3. Persons or organizations making claims or bringing "suits".
- B. Subject to C below, the Each Professional Incident Limit is the most we will pay for the sum of all “damages” arising out of any one “professional incident” to which this insurance applies.

The Aggregate Limit is the most we will pay for all “damages” to which this insurance applies.

- C. The Limits of Insurance of this Coverage Part 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 will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### **SECTION V - CONDITIONS**

#### **A. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

## **B. Your Authority And Duties**

The first Named Insured shown in the Declarations agrees to act on behalf of all insureds with respect to cancellation, notice of any "professional incident" claim or "suit", payment or return of any premium, or consent to a claim settlement that we recommend. Each insured, by accepting this insurance, agrees to:

1. Have the first Named Insured act for them in such matters; and
2. Promptly notify the first Named Insured, in writing of any "professional incident" which may result in a claim, or any claim or "suit" brought against them.

## **C. Duties In The Event Of Professional Incident, Claim Or Suit**

1. You must see to it that we are notified as soon as practicable of a "professional incident" which may result in a claim. To the extent possible notice should include:
  - a. All available information about the circumstances concerning the "professional incident" including
    - i. How and when and where it took place; and
    - ii. The names and addresses of any witnesses and persons seeking "damages"; and
  - b. What claim you think may result.

However, even when you notify us of a "professional incident", this does not relieve you of your obligation to also notify us of any resulting claim or "suit".

2. If a claim is made or "suit" is brought against any insured, you must:
  - a. Immediately record the specifics of the claim or "suit" and the date received; and
  - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or "suit"
  - d. 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 injury or damage to which this insurance applies; and
  - e. In no way, jeopardize our rights after a "professional incident".
4. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

## **D. Legal Action Against Us**

No action shall be taken against the insurer unless, as a condition precedent, there shall have been full compliance with all of the terms of this policy, and until the insured's obligation to pay shall have been finally determined either by adjudication or by written agreement of the insureds, the claimant and the insurer.

No person or organization shall have any right under this policy to join the insurer as a party to any action against any insured nor shall the insurer be impleaded by the insureds or their legal representatives.

## **E. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

### **1. Primary Insurance**

This insurance is primary except when 2. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

### **2. Excess Insurance**

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other

basis if:

- a. Your "employee" or volunteer has other insurance covering his or her professional liability.
- b. You have purchased insurance from a company other than us or a company affiliated with us, which is more specific than this insurance.

When this insurance is excess we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any exceeds the sum of:

- i. The total amount that all such insurance would pay for the loss in the absence of this insurance; and
- ii. The amount of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

### 3. Method Of Sharing

If all of 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 insurance or none of the loss remains, whichever comes first.

If any of the 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 insurance to the total applicable limits of insurance of all insurers.

## F. Representations

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete.
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

## G. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

## H. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## I. Governmental Immunity

If you are a public institution, you may be entitled to Governmental Immunity. This Coverage Part does not constitute a waiver of charitable or governmental immunity to which you are entitled.

## J. Settlement

If the first Named Insured refuses to consent, within a reasonable period of time, to any settlement offer we recommend and elects to contest the claim or continue any legal proceedings in connection with such claim then, subject to the provisions of **Section IV – Limits of Insurance**, our liability for the claim will not exceed the amount for which the claim could have been settled, plus the cost of defense incurred by us to the date of such refusal.

#### **K. Two or More Coverage Parts Or Policies Issued By Us**

It is our stated intention that the various coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit". If this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same "professional incident", occurrence, offense, wrongful act, accident or loss, the maximum Limit of Insurance under all such coverage parts or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess over this policy.

#### **L. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION VI – DEFINITIONS**

**A. "Advertising injury"** means injury arising out of one or more of the following offenses committed in the course of advertising your goods, products or services;

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

**B. "Asbestos hazard"** means:

1.
  - a. Inhaling, ingesting, or prolonged physical exposure to asbestos, or goods or products containing asbestos;
  - b. The use of asbestos in constructing or manufacturing any good, product or structure;
  - c. The removal of asbestos from any good product or structure;
  - d. Any request, demand or order for the removal of asbestos from any good, product or structure; or
  - e. The manufacture, sale, transportation, storage or disposal of asbestos goods, or products containing asbestos.
2. The investigation, settlement or defense of any claim, "suit", proceeding, "damages" loss, cost or expense excluded by 1. above.

**C. "Auto"** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.

**D. "Coverage Territory"** means:

1. The United States of America (including its territories and possessions), Puerto Rico, and Canada;
2. All parts of the world if;
  - a. The injury or damage arises out of the activities of a person whose home is in the territory described in 1. above, but is away for a short time on your business; and
  - b. The insured's responsibility to pay "damages" is determined in a "suit" on the merits in the territory described in 1. above or in a settlement we agree to.

If the insured normally conducts its business or has a location outside the territory described in 1. above, no coverage applies to any claim or "suit" arising out of a "professional incident" that occurs in any territory not listed in 1. above.

**E. "Damages"** means a monetary judgment, award, or settlement, but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages.

- F. “Disciplinary proceedings”** means any proceeding brought against you by a state regulatory or disciplinary official or agency to investigate charges alleging professional misconduct.
- G. “Educational Services”** means teaching activities including acts or omissions in connection with the provision of educational or instructional services to pupils or students of the named insured actually occurring during the policy period.
- H. “Employee”** includes a “leased worker”. “Employee” does not include a “temporary worker”.
- I. “Executive officer”** means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
- J. “Lead hazard”** means
1. a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or
  - b. Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement, or handling of lead, paint, containing lead, or any other material or substance containing lead; whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever.
  2. a. Any testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead, or in any way responding to or assessing the effects of lead; or
  - b. Any request, demand, or order to test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to or assess the effects of lead.
  3. The investigation, settlement, or defense of any claim, “suit”, proceeding, “damages”, loss, cost or expenses excluded by 1. and 2. above.
- K. “Leased worker”** means a person leased to you by a labor-leasing firm under an agreement between you and the labor-leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.
- L. “Loading or unloading”** means the handling of property:
1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or “auto”;
  2. While it is in or on an aircraft, watercraft or “auto”; or
  3. While it is being moved from an aircraft, watercraft or “auto” to the place where it is finally delivered;
- but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or “auto”.
- M. “Medical clinic”** means any medical facility open to the general public. A “medical clinic” does not include facilities operated for the sole treatment of your consumers, for whom you provide professional services.
- N. “Nuclear hazard”** means the existence of any nuclear reactor or device, nuclear waste storage or disposal site or any other nuclear facility, or the transportation of nuclear material, or the hazardous properties of nuclear material.
- O. “Personal injury”** means injury, other than bodily injury, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  5. Oral or written publication, in any manner, of material that violates a person's right of privacy;

**P. "Pollution hazard"** means:

1. Any actual, alleged or threatened emission, discharge, dispersal, seepage, mitigation, release or escape of pollutants at any time; or
  - a. Any clean-up of pollutants; or
  - b. Any request, demand or order for any clean-up of pollutants.
2. The investigation, settlement or defense of any claim, "suit", proceeding, "damages", loss, cost or expense excluded by 1. above.

Pollutants include any noise, solid, semi-solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, mists, acids, alkalis, chemicals, biological and etiologic agent or materials, electromagnetic or ionizing radiation and energy, genetically engineered materials, teratogenic, carcinogenic and mutagenic materials, waste and any other irritant or contamination.

Waste includes any materials to be disposed, recycled, reconditioned or reclaimed.

Clean-up of includes monitoring, removal, containment, treatment, detoxification or neutralization of, testing for or response in any way to, or assessment of the effects of pollutants.

**Q. "Professional incident"** means any actual or alleged negligent:

1. Act;
2. Error; or
3. Omission

in the actual rendering of professional services to others, including "educational services" and counseling services, in your capacity as a social services organization. Professional services include the furnishing of food, beverages, medications or appliances in connection therewith.

Any or all "professional incidents" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "professional incident" taking place at the time of the earliest "professional incident".

**R. "Suit"** means a civil proceeding in which "damages" are claimed and to which this insurance applies. "Suit" also includes:

1. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

**S. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

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# SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance

Throughout this policy the word “insured” means any person or organization qualifying as such under **Section III – Who Is An Insured.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section VI –Definitions.**

## SECTION I – COVERAGES

### SEXUAL OR PHYSICAL ABUSE OR MOLESTATION - VICARIOUS LIABILITY

#### A. Insuring Agreement

1. We will pay those sums that the insured is legally obligated to pay as “damages” because of “bodily injury” to which this insurance applies, if the insured is alleged to be liable for another person’s “abusive conduct”, by reason of:

- a. the negligent:

- i. Employment;
- ii. Selection;
- iii. Investigation;
- iv. Supervision;
- v. Reporting to the proper authorities, or failure to so report; or
- vi. Retention;

of any “employee”, volunteer or any other persons for whom the insured is to or ever was legally responsible; or

- b. the negligent:

- i. design;
- ii. control;
- iii. maintenance;
- iv. supervision;
- v. inspection; or
- vi. investigation of prospective tenants;

of your premises, premises in your control or premises you have leased to another; or

- c. the negligent failure to provide professional services or neglect of the therapeutic needs of a client, patient or other person because of the “abusive conduct”.

Subject to the above provisions, we have the right and duty to defend any “suit” seeking “damages” because of another person’s “abusive conduct”. However, we have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply. We may at our discretion, investigate any “abusive conduct” and settle any claim or “suit” that may result. But:

- i. The amount we will pay for “damages” is limited as described in **Section IV – Limits of Insurance**; and
- ii. Our right and duty to defend ends when we have used up our applicable limit of insurance in the payment of “damages”.

We will pay, with respect to any claim or “suit” we defend, any defense costs we incur. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **Section II – Additional Policy Benefits**.

2. This insurance applies to “damages” because of “bodily injury” only if:
  - a. The “bodily injury” is caused by “abusive conduct” that takes place in the “coverage territory”; and
  - b. The “bodily injury” occurs during the policy period.

#### **B. Exclusions**

This insurance does not apply to:

1. liability assumed by the insured under any contract or agreement;
2. any obligation for which an insured, or any insurance carrier of the insured, may be held liable under a workers compensation, disability benefits or unemployment compensation law or any similar law;
3. any claim arising out of matters which may be deemed uninsurable;
4. any claim made against an insured by another insured except a claim made by an insured who is an “employee”, subject to exclusion (5.) below;
5. any claim made by or on behalf of your “employee” except in the limited instance where that “employee” is also your client and receiving services falling within the official scope of the services which you provide and the claim arises out of the provision of these services;
6. criminal defense costs associated with a criminal trial including appeals;
7. the molestation of any person by the named insured or family member of the named insured which predates the inception of this policy and continues into the policy period;

### **SECTION II - ADDITIONAL POLICY BENEFITS**

#### **EMPLOYEE INDEMNIFICATION DEFENSE COVERAGE**

We will also pay, on your behalf “defense costs”, for an “employee” who is alleged to be directly involved in “abusive conduct” if you have entered into a written agreement with such “employee” where you agree to indemnify the “employee” for such “defense costs” provided the agreement includes a provision for repayment of defense costs in the event of an adverse judgment.

The most we will pay for any “employee” who is alleged to be directly involved in “abusive conduct” is \$25,000 regardless of the number of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

### **SECTION III - WHO IS AN INSURED**

- A. You are an insured.
- B. Each of the following is also an insured:
  1. your directors, but only for liability arising from their duties as your directors;
  2. your “employees”, but only for liability arising within the scope of their employment duties for you;
  3. your volunteers, but only for liability arising within the scope of their volunteer duties related to the conduct of your organization; and
  4. students in training, but only for liability arising within the scope of their duties related to the conduct of your organization.

### **SECTION IV - LIMITS OF INSURANCE**

- A. The limits of insurance shown in the Declarations and the rules below fix the most we will pay for “damages” regardless of the number of:
  1. Insureds;
  2. claims made or “suits” brought; or
  3. persons or organizations making claims or bringing “suits”.

- B.** The limits of insurance shown in the Declarations for each “abusive conduct” is the most we will pay for all “damages” incurred as the result of any claim of “abusive conduct”. Two or more claims for “damages” because of the same incident or interrelated incidents of “abusive conduct” shall be:
1. considered a single claim; and
  2. such claims, whenever made, shall be assigned to only one policy (whether issued by us or any other insurer) and if that is this policy, only one limit of insurance shall apply.
- C.** The aggregate limit shown in the Declaration is, subject to Paragraph **B.** of this Section, the total limit of our liability for all “damages” to which this insurance applies.

The limits of this Coverage Part 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 will be deemed part of the last preceding period for purposes of determining the limit of insurance.

## **SECTION V - CONDITIONS**

### **A. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this Coverage Part.

### **B. Duties In the Event of an Incident, Claim or “Suit”**

1. If a claim is made or “suit” is brought against any insured, you must see to it that we receive written notice of the claim or “suit” as soon as practicable, but no later than 60 days after the claim is made or “suit” is brought.
2. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or “suit” including the release of any personnel records of the person(s) allegedly involved in the “abusive conduct”; and
  - d. 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 “abusive conduct” to which this insurance may also apply.
3. No insureds will, except at their own cost, and without recourse to this policy, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **C. Legal Action Against Us**

No action shall be taken against the insurer unless, as a condition precedent, there shall have been full compliance with all of the terms of this policy, and until the insured’s obligation to pay shall have been finally determined either by adjudication or by written agreement of the insureds, the claimant and the insurer.

No person or organization shall have any right under this policy to join the insurer as a party to any action against any insured nor shall the insurer be impleaded by the insureds or their legal representatives.

### **D. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### **1. Primary Insurance**

This insurance is primary except when 2. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

#### **2. Excess insurance**

If any insured has other insurance providing coverage similar to this policy, then this insurance shall be excess over and above that other insurance except where such insurance is specifically designated as

excess to this policy.

When this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the 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; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

### **3. Method of Sharing**

If all of 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 insurance or none of the loss remains, whichever comes first.

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

## **E. Representations**

By accepting this policy, the insured agrees:

1. the statements in the Declarations, and in the application for insurance are accurate and complete;
2. those statements are based upon representations made by the insureds; and
3. we have issued this policy in reliance upon those representations.

## **F. Transfer or Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## **G. Two Or More Coverage Parts Or Policies Issued By Us**

It is our stated intention that the various coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit".

We have exercised diligence to draft our coverage parts or policies to reflect this intention, but should the circumstances of any claim or "suit" give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same "abusive conduct" professional incident, occurrence, offense, wrongful act, accident or loss, the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance under any one coverage part or policy.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this policy.

## **H. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## **SECTION VI – DEFINITIONS**

- A.** "Abusive conduct" means each, every, and all actual, threatened or alleged acts of physical abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or two or more people acting together. Each, every and all actual, threatened or alleged acts of physical abuse, sexual abuse, sexual

molestation or sexual misconduct committed by, participated in by, directed by, instigated by or knowingly allowed to happen by one or more persons shall be considered to be one "abusive conduct" regardless of:

1. the number of injured parties;
2. the period of time over which the acts of physical abuse, sexual abuse, sexual molestation or sexual misconduct took place; and
3. The number of such acts or encounters:

"Abusive conduct" consisting of or comprising more than one act of physical abuse, sexual abuse, sexual molestation or sexual misconduct shall be deemed to take place, for all purposes within the scope of this policy, at the time of the first such act or encounter.

- B.** "Bodily injury" means bodily injury, sickness or disease including emotional distress or anguish including death resulting therefrom.
- C.** "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
- D.** "Damages" means a monetary:
1. Judgment;
  2. Award; or
  3. Settlement,
- but does not include fines, sanctions, penalties, punitive or exemplary "damages" or the multiple portion of any "damages".
- E.** "Defense Costs" - Costs to defend any claim or "suit" seeking "damages". These costs are outside the limit of insurance.
- F.** "Employee" includes a "leased worker" or a "temporary worker".
- G.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
- H.** "Suit" means a civil proceeding in which "damages" are sought for alleged "abusive conduct" to which this insurance applies. "Suit" also includes:
1. An arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or
  2. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you submit with our consent
- I.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NEW HAMPSHIRE AMENDATORY – PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM – CLAIMS-MADE COVERAGE

SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM

SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM – CLAIMS-MADE COVERAGE

**A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

**2. a.** We may cancel this policy by mailing or physically delivering to you written notice of cancellation, stating the reasons for cancellation, at least:

**(1)** 10 days before the effective date of cancellation if we cancel for:

**(a)** Nonpayment of premium; or

**(b)** Substantial increase in hazard;

**(2)** 60 days before the effective date of cancellation if we cancel for any other reason.

**b.** If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

**(1)** Nonpayment of premium;

**(2)** Fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder, or violation of any of the terms or conditions of the policy; or

**(3)** Substantial increase in hazard; provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

**3.** We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

**a.** Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

**b.** Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph **3.a.** or **3.b.** will be sufficient proof of notice.

**B.** Paragraph **6.** of the **Cancellation** Common Policy Condition is deleted.

**C.** The Section entitled **When We Do Not Renew** contained in **Section V - Conditions** of the Coverage Form is deleted and replaced as follows:

### **When We Do Not Renew**

**1.** If we elect not to renew this policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to your last mailing address known to us at least 60 days prior to the expiration of the policy, or its anniversary date if it is a policy written for a term of more than one year.

**2.** However, we need not mail or physically deliver this notice if:

**a.** We have indicated a willingness to renew;

**b.** We refuse to renew due to nonpayment of premium; or

**c.** You do not pay any advance premium required by us for renewal.

**3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

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This endorsement is attached to and forms a part of Policy No. SML1527937 03 effective 6/1/2020

**NEW HAMPSHIRE AMENDATORY ENDORSEMENT  
FRAUD/ILLEGAL PROFIT EXCLUSION**

In consideration of the premium paid for this **Policy**, the **Insurer** and the **Insureds** agree that this endorsement amends the **Policy** as follows:

- I. Subpart 2. of the **Fraud/Illegal Profit and Violation of Law** exclusion in the EXCLUSIONS section of each Coverage Part shown below is deleted and replaced as follows:

Directors & Officers Liability Coverage Part

2. any fraudulent or criminal **Wrongful Act**,

- II. Subpart 2. of the **Fraud/Illegal Profit** exclusion in the EXCLUSIONS section of the Fiduciary Liability Coverage Part is deleted and replaced as follows:

2. any fraudulent or criminal **Wrongful Act**,

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the **Policy** other than as above stated.

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**AmTrust**  
FINANCIAL

## **AMTRUST NON-PROFIT ADVANTAGE KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company at the address and/or telephone number below.

**AmTrust North America**  
**Attn: Nonprofit Division**  
233 N. Michigan Avenue, 10<sup>th</sup> Floor  
Chicago, IL 60601  
Telephone: 1-312-715-3010 / FAX: 1-312-930-0375

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent or the insurance company, have your policy number available.

### **AmTrust Claims Service**

AmTrust's claims staff has an average of 20+ years of experience and provides effective management of claims. Benefits for our customers include a 24/7 centralized call center staffed by special claims operators; prompt payout to injured employees, medical providers and others, return-to-work options initiated through a joint effort, adjusters specialized by claim types, field adjusters to provide direct assistance at loss locations and a highly qualified panel of defense attorneys.

#### **Information Required for All Claims Reported**

- Description of claim
- Names, dates and persons involved in the claim
- Copies of any written demand or complaint
- Name, phone and/or email of person making the report

### **Professional Lines**

#### **Claims Office Address**

AmTrust North America  
Attn: NonProfit Division  
233 N. Michigan Avenue, 12<sup>th</sup> Floor  
Chicago, IL 60601

Email: [prolinesclaims@amtrustgroup.com](mailto:prolinesclaims@amtrustgroup.com)  
Phone: 877.207.3119, option 3  
Fax: 312.781.0423

Website: <https://amtrustgroup.com/small-business-insurance/claims/claim-center/report-claim>

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**AMTRUST EPL LOSS PREVENTION SERVICES  
KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**Employment Practices Liability coverage provides additional loss prevention services at no charge to you.** For additional information, please contact your agent. If no agent was involved in the sale of this insurance, or if you have any questions, please contact the insurance company at:

<p><b>AmTrust North America</b> <b>Attn: Financial Institutions Division</b> 800 Superior Avenue – Cleveland, OH 44114 Telephone: 866.327.6904 – Fax: 216.328.6251 Website: <a href="http://www.AmTrustFI.com">www.AmTrustFI.com</a></p>	<p><b>AmTrust North America</b> <b>Attn: Non Profit Division</b> 233 N. Michigan Avenue, Ste 1000 – Chicago, IL 60601 Telephone: 877.528.7878 – Fax: 312.930.0375 Website: <a href="http://www.AmTrustNonprofit.com">www.AmTrustNonprofit.com</a></p>
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**Employment Practices Liability Loss Prevention Services by Littler Mendelson**

Littler Mendelson, the world’s largest employment law firm, provides your organization with a free Hotline to discuss employee-related matters, as well as a website with a number of HR resources.

**Toll Free Hotline: 877-238-9162**

All calls to the EPL Hotline are protected by attorney-client privilege. Neither the details of the communication nor the advice given will be disclosed to AmTrust, your insurance agent, nor any other party.

The AmTrust HR Risk Manager website hosts a wealth of information and resources including: HR Policy & Document Library, Government Forms & State Legal Guides, Littler Learning Point Videos, Reference Manuals, News & Developments, as well as Training & Events.

- For website access: go to [www.AmTrustHRriskmanager.com](http://www.AmTrustHRriskmanager.com) and click where it says “Request an account”. Enter the requested information, including your Management Liability policy number and click “Submit”. You will then receive an email confirming your registration and giving you instructions for setting up your own password.

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**INSURANCE SUPPLEMENT**

<b>AGENCY</b> Apex Insurance Agency, Inc.	<b>CARRIER</b> Security National Insurance Company	<b>NAIC CODE</b> 19879
<b>POLICY NUMBER</b> SML1527937 03	<b>APPLICANT / NAMED INSURED</b> New Hampshire Academy Science	

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY 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% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

- I hereby elect to purchase terrorism coverage for a prospective premium of \$ 2% of the premium \_\_\_\_\_.
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

_____	_____	_____
Policyholder / Applicant's Signature	Print Name	Date
_____	_____	_____
Policyholder / Applicant's Signature	Print Name	Date
_____	_____	_____
Policyholder / Applicant's Signature	Print Name	Date
		_____
		Effective Date

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6/4/2020

Dear Policyholder,

In an effort to continue to provide AmTrust customers with a variety of billing options, we have updated our fee structure to help customers meet payment due dates, ensure that valid and properly funded payments are submitted, and provide an incentive for paid-in-full options.

**Our updated fee structure is as follows:**

Fee Title	Fee Amount	Description
Returned Payment Fee	\$25	A returned payment fee applied to any returned payment.
Late Fee	\$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	\$15	A "paper" billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	\$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	\$3	An "electronic" billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

\*Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention to this fee structure change. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America  
Customer Service Department

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# COMMERCIAL POLICY



AmTrust North America  
An AmTrust Financial Company

877-528-7878

**800 SUPERIOR AVENUE EAST, 21<sup>ST</sup> FLOOR  
CLEVELAND, OH 44114**

## **Security National Insurance Company**

INSURANCE IS PROVIDED BY  
THE COMPANY DESIGNATED ON THE  
DECLARATIONS PAGE  
(A Stock Insurance Company)

THIS POLICY CONSISTS OF:

- DECLARATIONS
- COMMON POLICY CONDITIONS
- ONE OR MORE COVERAGE PARTS, and
- APPLICABLE FORMS AND ENDORSEMENTS

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## Read Your Policy Carefully

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This policy is a legal contract between you and us. The information on this page is not the insurance contract and only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both you and us. **It is therefore important that you read your policy carefully.**

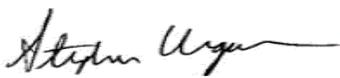
We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of the policy.

This policy is signed by the President and Secretary of the insurance company and, if required by State law, this policy shall not be valid unless countersigned on the Declaration page by its authorized representative.



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President



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Secretary

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**Security National Insurance Company**  
(A Stock Insurance Company, herein called the **Insurer**)

**DECLARATIONS PAGE**

**This is a claims-made policy. Defense Expenses are outside the Limit of Liability unless otherwise specified in this Policy. Defense Expenses shall be applied against the Retention. Please read this Policy and applicable Coverage Parts carefully!**

**Item 1:** (a) Name and mailing address of **Organization:**  
New Hampshire Academy Science  
49 Mountain Meadow Rd.  
Warren, NH 03279

(b) **Subsidiaries:** NONE

**Item 2:** **Policy Period:** From: 6/1/2020 To: 6/1/2021  
12:01 A.M. local time at the principal address stated in Item 1 above.

**Item 3: Coverage Elections, Limits of Liability, Retentions, and Premium:**  
**\*Only those Coverage Parts and Insuring Agreements designated with an "X" below are covered under this Policy.**

(a) **Shared Aggregate Limit of Liability:** \$1,000,000

Coverage Part/Insuring Agreement	"X"	(b) Sublimit of Liability	(c) Separate Limit of Liability	(d) Retention	(e) Annual Premium
<b>Directors &amp; Officers Liability</b>					
A. Insured Persons Liability	<input checked="" type="checkbox"/>	N/A		\$0	
B. Organization Indemnification	<input checked="" type="checkbox"/>	N/A		\$0	
C. Organization Liability	<input checked="" type="checkbox"/>	N/A		\$1,000,000	
<b>Employment Practices Liability</b>					
A. Employment Practices Liability	<input checked="" type="checkbox"/>	N/A		\$1,000	
B. Third Party Liability	<input checked="" type="checkbox"/>	\$1,000,000		\$1,000,000	
<b>Fiduciary Liability</b>					
A. Fiduciary Liability		N/A		\$0	
B. Voluntary Settlement Program		N/A		\$0	
C. HIPAA Civil Money Penalties		N/A		N/A	
<b>Network Security and Privacy Liability</b>					
A. Network Security & Privacy Liability		N/A		\$0	
B. Media Communications Liability		N/A		\$0	
C. Regulatory Defense & Penalties		N/A		\$0	
II.A. Crisis Mitigation Expense		N/A		\$0	
II.B. Cyber Extortion Threat		N/A		\$0	
II.C. Business Interruption		N/A		N/A	

N/A hour **Waiting Period** for Business Interruption for Insuring Agreement II.C.

Annual Premium: \$1,448  
 Taxes & Surcharges: \$0  
 Total Amount Due: \$1,448

**Item 4: Prior and Pending Litigation and Retroactive Date(s):**

Coverage Part	(a) Pending and Prior Litigation Date	(b) Retroactive Coverage Date
Directors and Officers Liability	6/1/2017	N/A
Employment Practices Liability	6/1/2017	N/A
Fiduciary Liability	N/A	N/A
Network Security and Privacy Liability	N/A	N/A

**Item 5: Endorsements attached at issuance:** Refer to attached Endorsement Schedule

The **Organization**, by the acceptance of this **Policy**, gives notice to the **Insurer** cancelling any prior **Policy** issued, that such cancellation shall be effective as of the time this **Policy** becomes effective.

**Item 6:** All notices required to be given to the **Insurer** shall be sent by registered mail, email or fax to:

AmTrust Claims Director  
 AmTrust Financial Group  
 135 S. LaSalle Street; Suite 1925  
 Chicago, IL 60603  
 Email: anaclaimsreporting@amtrustgroup.com  
 Fax: 312-781-0423

In witness whereof, this Declarations Page is to be signed by a duly authorized representative of the **Insurer**.

**Date:** 6/1/2020

**Signature:**



Authorized Representative

This endorsement is attached to and forms a part of Policy No. SML1527937 03 effective 6/1/2020.

**ENDORSEMENT SCHEDULE**

PL9901280915	DISCLOSURE PURSUANT TO THE TERRORISM RISK INSURANCE ACT
PL9902710915	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
PL9903390516	NONPROFIT ORGANIZATION GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL COVERAGE PARTS
PL9903400516	NON PROFIT ORGANIZATION - DIRECTORS AND OFFICERS LIABILITY COVERAGE PART
PL9903410516	NON PROFIT ORGANIZATION - EMPLOYMENT PRACTICES LIABILITY (EPL) COVERAGE PART
PL990445NH0117	NEW HAMPSHIRE AMENDATORY ENDORSEMENT

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the **Policy** other than as above stated.

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

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>Terrorism Premium (Certified Acts)</b>	<b>Certified Acts Not Covered</b>
<p><b>This premium is the total Certified Acts premium attributable to the following coverages.</b>                      Certified Acts Not Covered</p>	
<p><b>Federal share of terrorism losses 80% Year: 20</b>                      (Refer to Paragraph <b>B.</b> in this endorsement.)</p>	
<p><b>Federal share of terrorism losses 79% Year: 21</b>                      (Refer to Paragraph <b>B.</b> in this endorsement.)</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations</p>	

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, “we” are required to provide “you” with a notice disclosing the portion of “your” premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of “your” premium attributable to such coverage is shown in the Schedule of this endorsement or in the Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year 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.

**D. For the purpose of this endorsement the following definitions are added:**

1. the term “we” and “our” refers to the Insurance Company providing coverage.
2. the term “you” and “your” refers to the insured entity named in the Declarations Page.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

Directors & Officers Liability Coverage Part  
Employment Practices Liability Coverage Part

A. The following exclusion is added:

### **EXCLUSION CERTIFIED ACTS OF TERRORISM**

"We" will not pay for any "loss" (as defined in the applicable coverage) resulting from any "claim" (as defined in the applicable coverage) based upon, attributable to, or arising, directly or indirectly, out of a "Certified Act of Terrorism".

B. For the purpose of this endorsement the following definitions are added:

1. "Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

- a. 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
- b. 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.

2. The term "we" refers to the Insurance Company providing coverage.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any "loss" (as defined in the applicable coverage) that is otherwise excluded under the coverage(s) list above.

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Security National Insurance Company  
(A Stock Insurance Company, herein called the **Insurer**)

**NONPROFIT ORGANIZATION  
GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL COVERAGE PARTS**

**This is a claims-made policy. Defense Expenses are outside the Limit of Liability unless otherwise specified in this Policy. Defense Expenses shall be applied against the Retention. Please read this Policy and applicable Coverage Parts carefully!**

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations Page and **Application**, the **Insurer** and the **Insureds** agree that coverage will be provided subject to all of the terms, conditions and limitations of this **Policy**, as follows:

**SECTION I – GENERAL INFORMATION**

These General Terms and Conditions apply to all **Coverage Parts** made a part of this **Policy**. Unless otherwise stated to the contrary, the terms and conditions of each **Coverage Part** apply only to that particular **Coverage Part**. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any particular **Coverage Part**, the terms, conditions, and limitations for that particular **Coverage Part** shall apply.

**SECTION II – DEFINITIONS**

Whenever appearing in this **Policy**, the following words and phrases appearing in bold type will have the meanings set forth below.

**Application** means the application signed for the procurement of this **Policy** and any materials submitted to the **Insurer** in support of the procurement of this **Policy** or any **Policy** for which this **Policy** is a direct or indirect renewal or replacement. The **Application** is deemed to be attached to and incorporated into this **Policy**, as if physically attached.

**Change of Control** means:

1. the acquisition of the **Organization**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Organization** into or with another entity such that the **Organization** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Organization**.

**Claim** has the meaning set forth in the applicable **Coverage Part**.

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**Coverage Part** means only those coverage parts designated in Item 3. of the Declarations Page.

**Defense Expenses** means reasonable and necessary legal fees and expenses incurred by the **Insurer** or the **Insured**, with the **Insurer's** consent, in the investigation, defense, settlement and appeal of a **Claim**, including

but not limited to, cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedes bonds (without the obligation to furnish such bonds) regarding such **Claim**. **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured** or any **Employee** of such **Insured**.

**Domestic Partner** means any natural person qualifying as such under the provisions of any federal, state or local law or under the provisions of any formal, written program established by the **Organization**.

**Employee** has the meaning set forth in the applicable **Coverage Part**.

**ERISA** means the Employee Retirement Income Security Act of 1974, including amendments thereto and regulations promulgated thereunder or any similar common or statutory law.

**Executive** has the meaning set forth in the applicable **Coverage Part**.

**Financial Insolvency** means, with respect to the **Organization**, the appointment of a receiver, conservator, liquidator, trustee or similar official; or the inability of the **Organization** financially to indemnify the **Insured Persons**.

**Independent Contractor** means any natural person working for the **Organization** or any **Subsidiary** in the capacity of an **Independent Contractor** pursuant to an express contract or agreement with the **Organization** governing the nature of such person's engagement. The status of an individual as an **Independent Contractor** will be determined as of the date of the alleged **Wrongful Act**.

**Insured** has the meaning set forth in the applicable **Coverage Part**.

**Insured Person** has the meaning set forth in the applicable **Coverage Part**.

**Interrelated Wrongful Acts** means **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of related facts, circumstances, situations, events or transactions.

**Loss** has the meaning set forth in the applicable **Coverage Part**.

**Loss Information** means information on open, closed and potential **Claims**, including date, description, and payment amounts, if any.

**Not-for-Profit Entity** means an entity which qualifies as a nonprofit organization under Section 501 (c) of the Internal Revenue Code of 1986, as amended.

**Organization** means the entity named in Item 1 of the Declarations Page.

**Policy** means, collectively, the Declarations Page, the **Application**, the General Terms and Conditions Applicable to All Coverage Parts, each **Coverage Part** purchased, and any Endorsements attached thereto.

**Policy Period** means the period from the effective date of this **Policy** to either the **Policy** expiration date, as shown in Item 2. of the Declarations Page or the date on which the **Policy** is effectively terminated, whichever is sooner, but shall not include the Extended Reporting Period.

**Policy Year** means the period of one (1) year following the effective date and hour of this **Policy** as shown in Item 2. of the Declarations Page or any anniversary thereof; or if the time between the effective date and the termination of the **Policy** is less than one (1) year, such lesser period. Notwithstanding the above, if the expiration is extended for any reason, the Limit of Liability provided during the extension period shall be considered part of, and not in addition to, the Limit of Liability provided during the last **Policy Year**.

**Pollutants** means any solid, liquid, gaseous or thermal organism, irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, hazardous substances, nuclear materials, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Potential Claim** means any **Wrongful Act** that may subsequently give rise to a **Claim**.

**Subsidiary** means:

1. any **Not-for-Profit Entity** for which, on or before the inception of the **Policy Period**, the **Organization** has the right to elect or select more than fifty percent (50%) of the directors or trustees, provided such entity is identified as a **Subsidiary** in the Application;

2. any **Not-for-Profit Entity** which was created or acquired by the **Organization** after the inception of the **Policy Period**, if the entity's total assets do not exceed thirty-five percent (35%) of the total consolidated assets of the **Organization** as of the inception date of this **Policy**; or
3. any other entity added as a **Subsidiary** by written endorsement to this **Policy**.

Coverage shall apply to a **Subsidiary** only for **Wrongful Acts** allegedly committed during the time such entity qualified as a **Subsidiary**.

**Wrongful Act** has the meaning set forth in the applicable **Coverage Part**.

### **SECTION III - LIMIT OF LIABILITY AND RETENTION**

#### **A. LIMIT OF LIABILITY**

1. The Limits of Liability set forth in Item 3. of the Declarations Page are the limits of the **Insurer's** liability for all **Loss**, under all **Coverage Parts**, from all **Claims** first made during the **Policy Period** or Extended Reporting Period (if exercised), regardless of the number of **Insureds**, **Claims** made, or persons or entities bringing such **Claims**. The Limits of Liability for any Extended Reporting Period(s) that may apply shall be part of, and not in addition to, the Limits of Liability stated in Item 3. of the Declarations Page.
2. If the Shared Aggregate Limit of Liability is purchased, as stated in Item 3 (a) of the Declarations, then the maximum limit of the **Insurer's** liability for all **Loss**, under all purchased **Coverage Parts** combined, from all **Claims** first made during the **Policy Period** or Extended Reporting Period (if exercised), shall not exceed the Shared Aggregate Limit of Liability stated in Item 3 (a) of the Declarations.
3. If the Separate Aggregate Limit of Liability is purchased, as stated in Item 3 (c) of the Declarations, then the maximum limit of the **Insurer's** liability for all **Loss**, for each applicable purchased **Coverage Part**, from all **Claims** first made during the **Policy Period** or Extended Reporting Period (if exercised), shall not exceed the Separate Aggregate Limit of Liability for each applicable purchased **Coverage Part** stated in Item 3 (c) of the Declarations.

Subject always to the applicable Limit of Liability, should two or more purchased **Coverage Parts** apply to the same **Claim**; the **Insurer** will not pay more than the actual **Loss** incurred by the **Insureds**.

4. **Defense Expenses** shall be in addition to each applicable Limit of Liability set forth in Item 3. of the Declarations Page.
5. In the event the applicable Limits of Liability stated in Item 3. of the Declarations Page are exhausted by payment of **Loss**, or have been offered or tendered to, or on behalf of, the **Insured**, then any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished.

#### **B. RETENTION**

1. The applicable Retention(s) for each purchased **Coverage Part** are set forth in Item. 3 (d) of the Declarations Page. The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Retention amount.
2. Each Retention shall be borne by the **Insured** and shall apply to each and every **Claim**.
3. If a **Claim** is subject to more than one Retention, the applicable Retention shall apply separately to such **Claim**, provided that the total Retention for such **Claim** shall not exceed the largest applicable Retention.
4. **Defense Expenses** shall be applied against the Retention.

- C. **SINGLE LIMIT/RETENTION** - **Claims** based upon or arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** committed by one or more **Insureds** shall be considered a single **Claim**, and only one Retention and Limit of Liability shall apply. Each such single **Claim** shall be deemed to be

first made on the date the earliest of such **Claims** was first made, regardless of whether such date is before or during the **Policy Period**.

#### **SECTION IV – SUPPLEMENTAL COVERAGES**

- A. **SPOUSAL LIABILITY COVERAGE** - This **Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or **Domestic Partner** of an **Insured Person**, but only if and so long as:
1. the **Claim** against such spouse or **Domestic Partner** results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the **Domestic Partner**; and
  2. such **Insured Person** and his or her spouse or **Domestic Partner** are represented by the same counsel in connection with such **Claim**.
- B. **ESTATES, HEIRS AND LEGAL REPRESENTATIVES** - In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns (including **Domestic Partners**) of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

No spouse or **Domestic Partner** of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Policy** than the **Insured Person** to whom such spouse is married, or to whom such **Domestic Partner** is joined.

The **Insurer** has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or **Domestic Partner** of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or **Domestic Partner**.

#### **SECTION V - NOTICE OF CLAIMS AND POTENTIAL CLAIMS**

- A. **NOTICE OF CLAIMS** - The **Insured** shall, as a condition precedent to their rights under this **Policy**, give the **Insurer** written notice as soon as practicable, of any **Claim** made and brought to the attention of an **Executive**, but in no event later than ninety (90) days after the expiration of the **Policy Year** in which the **Claim** was first made or the expiration of the **Policy Period**.
- B. **NOTICE OF POTENTIAL CLAIMS** - If during the **Policy Period** the **Insured**, through an **Executive**, first becomes aware of facts or circumstances which may reasonably give rise to a **Potential Claim** and gives written notice to the **Insurer** of the reasons for anticipating such **Potential Claim**, then any **Claim** subsequently made shall be deemed to have been first made during the **Policy Year** in which notice was first given to the **Insurer**.
- As a condition precedent to any coverage hereunder for such **Potential Claims**, such notice must be specific and contain full particulars as to the names, dates, and persons involved in the underlying facts potentially giving rise to the **Potential Claim**, as well as the identity of the potential plaintiffs and the causes of action to be asserted.
- C. **INTERRELATED CLAIMS** - All **Claims** or **Potential Claims** for **Interrelated Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Policy**. All **Claims** or **Potential Claims** for **Interrelated Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Interrelated Wrongful Acts** was made whether prior to or during the **Policy Period**.
- D. **NOTICE REQUIREMENTS** - Notice of **Claims** and **Potential Claims** shall be effective on the date of receipt by the **Insurer**. All notices under this subsection must be sent in writing to the address set forth in Item 6. of the Declarations Page and will be effective upon receipt.
- E. **CROSS COVERAGE NOTICE** - It is agreed that notice provided to the **Insurer** of any **Claim**, **Potential Claim** or circumstances which may give rise to a **Claim** under any **Coverage Part** shall be deemed to have been provided under the **Policy** in its entirety.

**SECTION VI – DEFENSE OF CLAIMS, INSURED’S DUTIES AND RESPONSIBILITIES,  
ALLOCATION, AND CONSENT TO SETTLEMENT**

- A. **DEFENSE OF CLAIMS** - The **Insurer** will have the right and duty to defend any **Claim** covered by a **Coverage Part**, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the **Insurer** will not be obligated to defend or to continue to defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Loss**.
- B. **INSURED’S DUTIES AND RESPONSIBILITIES** – It shall be the duty and responsibility of the **Insured**, as a condition precedent to any coverage under this **Policy**:
1. not to make any payment, admit any liability, settle any **Claims**, assume any obligation, or incur any **Defense Expenses** without the **Insurer’s** written consent, which consent shall not be unreasonably withheld;
  2. to give to the **Insurer** all copies of reports, investigations, pleadings and other papers as soon as reasonably possible and to provide the **Insurer** with such information, assistance and cooperation as the **Insurer** may reasonably request to determine the existence or extent of the **Insurer’s** obligation
- C. **ALLOCATION** – If there is a **Claim** under a **Coverage Part** in which the **Insureds** incur an amount consisting of both covered **Loss** and uncovered loss because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then:
1. the **Insurer** will pay one hundred percent (100%) of **Defense Expenses** incurred by the **Insureds** for the **Claim** until such time that the applicable Limit of Liability is exhausted by payment of a covered **Loss** or the **Claim** for the covered **Loss** is resolved by settlement, verdict or summary judgment; and
  2. all loss, other than **Defense Expenses**, will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of the **Claim** by the **Insured Persons**, the **Organization**, and others not insured under this **Coverage Part**. In making such a determination, the **Insurer** and the **Insured** agree to use their best efforts to reach a proper allocation of **Defense Expenses**.
- D. **CONSENT TO SETTLEMENT PROVISION**
1. The **Insurer** may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the **Insurer** deems expedient. In the event that:
    - a. the **Insured** and the **Insurer** hereunder consent to the first settlement offer recommended by the **Insurer** (the “Settlement Offer”) within thirty (30) days of being made aware of such offer by the **Insurer**; and
    - b. the amount of such Settlement Offer:
      - i. is less than the remaining applicable Limit of Liability available at the time; and
      - ii. combined with **Defense Expenses** incurred with respect to such **Claim**, exceeds the Retention;the Retention will be retroactively reduced by ten percent (10%) with respect to such **Claim**.
  2. If the **Insured** does not consent to the Settlement Offer within thirty (30) days of being made aware of such offer by the **Insurer**:
    - a. the Retention will not be reduced as provided in paragraph 1 above, even if consent is given to the same or subsequent Settlement Offer; and

- b. the **Insured** will be solely responsible for twenty percent (20%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer and the **Insured** will also be responsible for twenty percent (20%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the **Insurer's** liability under the **Coverage Part** for such **Claim** will not exceed the remaining applicable Limit of Liability.

## **SECTION VII – MERGER OR ACQUISITION**

- A. **NOTICE/COVERAGE REQUIREMENTS** - If, during the **Policy Period**, the **Organization** acquires the assets of another entity, by merger or otherwise, and the acquired assets of such other entity exceed thirty-five percent (35%) of the assets of the **Organization** as of the inception date of the **Policy**, then coverage will be provided for such acquired entity and its **Insured Persons** for ninety (90) days, subject to all other terms and conditions of this **Policy**, provided that the:
1. **Organization** provides written notice to the **Insurer** and any requested information regarding the transaction within such ninety (90) day period;
  2. **Organization** accepts any special terms, conditions and/or Exclusions and pays any additional premium required by the **Insurer**; and
  3. **Insurer**, at its sole discretion, agrees in writing to provide such coverage.
- B. **MERGED/ACQUIRED ENTITIES** – Any coverage afforded under this section will be subject to all other terms and conditions of this **Policy** and will only extend to **Claims** made for **Wrongful Acts** committed or allegedly committed after such merger or acquisition, unless the **Insurer** agrees in writing to provide for **Wrongful Acts** committed before such merger or acquisition.

## **SECTION VIII – CANCELLATION, NON-RENEWAL AND CONVERSION**

- A. **CANCELLATION**
1. This **Policy** may be cancelled at any time by the **Organization** for itself and as agent for all other **Insureds**, by providing written notice to the **Insurer**. If this **Policy** is canceled by the **Organization**, the **Insurer** shall retain the customary short rate portion of the premium. Payment or tender of any unearned premium by the **Insurer** to the **Organization** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
  2. The **Insurer** may cancel this **Policy** if the **Organization** does not pay the premium when due, in which case ten (10) days written notice shall be given to the **Organization**. If the **Insurer** cancels the **Policy** for nonpayment of premium, the **Policy** may, at the **Insurer's** option, be deemed void from its inception.
- B. **NON-RENEWAL** - If the **Insurer** elects not to renew this **Policy**, the **Insurer** shall provide the **Organization** for itself and as agent for all **Insureds**, with no less than sixty (60) days advance written notice of when the non-renewal shall become effective and the reason(s) for such action.
- C. **CONVERSION TO RUN-OFF** - Upon the occurrence of any of the following events, this **Policy** shall continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed or allegedly committed before such event, but coverage shall cease with respect to **Claims** for such **Wrongful Acts** committed or allegedly committed after such event (herein called the Conversion Period):
1. **Change of Control**; or
  2. the **Organization** or any **Subsidiary** ceasing to qualify as a **Not-for-Profit Entity**.

Pursuant to this Conversion Period, this **Policy** may not be cancelled and the entire premium shall be deemed fully earned.

- D. **NOTICES** - The **Insurer** will mail any cancellation or non-renewal notice to the mailing address shown in Item 1.(a) of the Declarations Page. If notice is mailed, proof of mailing will be sufficient proof of notice. If the period of limitation relating to the giving of notice is prohibited or made void by any law, such period shall be amended so as to be equal to the minimum period of limitation permitted by such law.

### **SECTION IX - EXTENDED REPORTING PERIOD (ERP)**

- A. **ERP AVAILABILITY** - If the **Organization** or the **Insurer** cancels or non-renews this **Policy**, or if the **Policy** converts subject to Section VIII C.1., the **Insured** shall have the right to purchase the Extended Reporting Period. At any time prior to or within ninety (90) days after the effective date of cancellation, non-renewal or conversion, the **Insured** may give the **Insurer** written notice that it desires to purchase the Extended Reporting Period. It is understood and agreed that the Extended Reporting Period shall not be made available if:
1. the **Insurer** cancels this **Policy** due to nonpayment of premium; or
  2. there is an offer by the **Insurer** to renew this **Policy** under terms, conditions, Limits of Liability, Retentions or premiums different from those applicable to the expiring **Policy** as such offer of coverage shall not constitute a refusal to renew.
- B. **ERP TERMS AND CONDITIONS** – The Extended Reporting Period shall be subject to the following terms and conditions:
1. The additional premium due for the Extended Reporting Period shall be fifty percent (50%) of the annual premium set forth in Item 3 (e) of the Declarations Page for the twelve (12) month period; seventy-five percent (75%) of the annual premium set forth in Item 3 (e) of the Declarations Page for the twenty-four (24) month period; or one hundred percent (100%) of the annual premium set forth in Item 3 (e) of the Declarations Page for the thirty-six (36) month period. The Extended Reporting Period begins on the termination date of the **Policy**. The additional premium paid for the Extended Reporting Period shall be fully earned at its commencement.
  2. There is no separate or additional Limit of Liability for the Extended Reporting Period. The **Insurer's** maximum Limit of Liability for all **Claims** made during such Extended Reporting Period will be the remaining portion of the applicable Limit of Liability set forth in the Declarations Page for the **Policy Year** immediately preceding the effective date of the Extended Reporting Period.
  3. The Extended Reporting Period is not an extension of coverage, but rather an extended period to report **Claims** first made during the Extended Reporting Period resulting from **Wrongful Acts** that occurred prior to the effective date of cancellation, nonrenewal or conversion and otherwise covered under this **Policy**. Notice of facts and circumstances that may give rise to a **Claim**, pursuant to Section V.B., must be given during the **Policy Period** and shall not be effective if given during the Extended Reporting Period.

### **SECTION X– REPRESENTATIONS AND SEVERABILITY**

- A. **REPRESENTATIONS** - It is agreed and represented that the particulars and statements contained in the **Application** are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**. By acceptance of this **Policy**, the **Insured** agrees that:
1. each **Application** shall be construed as a separate **Application** for coverage by each **Insured Person**;
  2. this **Policy** shall not be deemed to be a series of individual insurance contracts with the **Organization** and each of the **Insured Persons**; and
  3. the statements in the **Application** are their representations, and that this **Policy** is issued in reliance upon the truth of such representations. No misrepresentation by the **Insured** shall be deemed material unless knowledge by the **Insurer** of the facts misrepresented would have led to the refusal by the **Insurer** to issue or renew the **Policy** for the premium charged and with the

same terms and conditions as offered based on the **Insurer's** uniformly applied underwriting guidelines.

B. **SEVERABILITY** - The **Insureds** agree that in the event the **Application** contains material misrepresentations made with the actual intent to deceive, no coverage will be provided under this **Policy** with respect to:

1. any **Insured Person** who knew of any fact, circumstance or situation that was not truthfully disclosed in the **Application**;
2. the **Organization**, to the extent the **Organization** indemnifies the **Insured Person** reflected in Item 1 above; or
3. the **Organization**, to the extent coverage is granted to the **Organization** by any Insuring Agreement made a part of this **Policy**, if any past, present, or future chief financial officer, in-house counsel, chief executive officer, President or Chairman of the Board of the **Organization**, or any person holding any equivalent position within the **Organization** (regardless of title), knew of any fact, circumstance or situation that was not truthfully disclosed in the **Application**.

The foregoing conditions shall apply whether or not the **Insured Person** actually knew that the misrepresentation or untruthful disclosure was made in the **Application** for coverage.

C. **SEVERABILITY OF EXCLUSIONS** - With respect to the Exclusions contained in each **Coverage Part**, in order to determine if coverage is available:

1. no **Wrongful Act**, fact pertaining to, or knowledge possessed by any **Insured Person** will be imputed to any other **Insured Person**; and
2. all facts pertaining to and knowledge possessed by any past, present, or future Executive Director, President or Chairman of the Board of the **Organization**, or any person holding any equivalent position within the **Organization** (regardless of title), shall be imputed to the **Organization** to determine if coverage is available.

## **SECTION XI - OTHER TERMS AND CONDITIONS**

A. **ACTION AGAINST THE INSURER** - No action shall be taken against the **Insurer** unless, as a condition precedent, there shall have been full compliance with all of the terms of this **Policy**, and until the **Insured's** obligation to pay shall have been finally determined either by adjudication or by written agreement of the **Insureds**, the claimant and the **Insurer**.

No person or organization shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives.

B. **ASSIGNMENT AND ACCEPTANCE** - By acceptance of this **Policy**, the **Insured** and the **Insurer** agree that this **Policy**, the **Application**, and any written endorsements attached thereto constitute the entire agreement between the parties. Assignment of interest under this **Policy** shall not bind the **Insurer** until its consent is endorsed hereon.

C. **AUTHORIZATION CLAUSE** - By acceptance of this **Policy**, the **Insureds** agree that the **Organization** will act on behalf of all **Insureds** for all purposes under this **Policy** including, but not limited to, giving and receiving of all notices and correspondence, cancellation, nonrenewal or termination of this **Policy**, payment of premiums, the negotiation and acceptance of endorsements, and receipt of any return premiums that may be due under this **Policy**.

D. **CHANGES** - Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Insurer** shall not effect a waiver or a change in any part of this **Policy** or estop the **Insurer** from asserting any right under the terms of this **Policy**, nor shall the terms, conditions and limitations of this **Policy** be waived or changed, except by written Endorsement issued to form a part of this **Policy**.

E. **CONFORMITY TO STATUTE** - The terms of this **Policy** that are in conflict with the terms of any applicable laws construing this **Policy** are hereby amended to conform to such laws.

- F. **COVERAGE PART COORDINATION** – Subject always to the applicable Limit of Liability, should two or more **Coverage Parts** apply to the same **Claim**, the **Insurer** will not pay more than the actual **Loss** incurred by the **Insureds**.
- G. **COVERAGE TERRITORY** - Coverage under this **Policy** shall extend to **Wrongful Acts** taking place or **Claims** made anywhere in the world.
- H. **INSOLVENCY/BANKRUPTCY** - The **Financial Insolvency** of the **Insured** or of the estate of such **Insured** shall not release the **Insurer** from its obligations nor deprive the **Insurer** of its rights under this **Policy**.
- I. **LIBERALIZATION** – If during the **Policy Period**, the **Insurer** is required, by law or by insurance supervisory authorities of the state in which this **Policy** was issued, to make any changes in the form of this **Policy**, by which the insurance afforded by this **Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.
- J. **LOSS INFORMATION** - The **Insurer** will provide **Loss Information** to the **Organization** within ten (10) days of the **Organization's** request or, if required by statute, at the same time as any notice of cancellation or nonrenewal of this **Policy**.
- K. **STATE AMENDATORY DISCREPANCY PROVISION** - In the event that there is a discrepancy between a state amendatory endorsement attached to this **Policy** and any term or condition of this **Policy**, then it is understood and agreed that, where permitted by law, the **Insurer** shall apply the most favorable terms in the contract to the **Insured**, whether those terms and conditions are in either the amendatory or the **Policy**.
- L. **SUBROGATION** - In the event of payment under this **Policy**, the **Insurer** is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.
- M. **TITLES OF PARAGRAPHS** - The descriptions in the headings and sub-headings of this **Policy** are inserted solely for convenience or reference and form no part of the terms and conditions of coverage.

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Security National Insurance Company  
(A Stock Insurance Company, herein called the **Insurer**)

**NONPROFIT ORGANIZATION  
DIRECTORS & OFFICERS (D&O) LIABILITY COVERAGE PART**

**This is a claims-made policy. Defense Expenses are outside the Limit of Liability. Defense Expenses shall be applied against the Retention. Please read this Policy carefully!**

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations Page and **Application**, the **Insurer** and the **Insureds** agree that coverage will be provided subject to all of the terms, conditions and limitations of this **Policy**, as follows:

**SECTION I - INSURING AGREEMENTS**

- A. **INSURED PERSONS LIABILITY COVERAGE** - The **Insurer** will pay on behalf of the **Insured Persons**, **Loss** resulting from any **Claim** first made during the **Policy Period** or Extended Reporting Period (if exercised) against the **Insured Persons** for any **Wrongful Act**, except for **Loss** the **Organization** pays as indemnification.
- B. **ORGANIZATION INDEMNIFICATION COVERAGE** - The **Insurer** will pay on behalf of the **Organization**, **Loss** resulting from any **Claim** first made during the **Policy Period** or Extended Reporting Period (if exercised) against the **Insured Persons** for which the **Organization** has agreed to or is legally permitted or required by law to indemnify the **Insured Persons** for any **Wrongful Act**.
- C. **ORGANIZATION LIABILITY COVERAGE** - The **Insurer** will pay on behalf of the **Organization**, **Loss** resulting from any **Claim** first made during the **Policy Period** or Extended Reporting Period (if exercised) against the **Organization** for any **Wrongful Act**.

**SECTION II - DEFINITIONS**

In addition to the Definitions set forth in General Terms and Conditions Applicable to All Coverage Parts, the following Definitions shall apply to all Insuring Agreements contained herein.

**Claim** means:

- 1. a written demand for monetary damages or non-monetary relief;
- 2. a civil proceeding commenced by the service of a complaint or similar pleading;
- 3. a criminal proceeding commenced by a filing of charges or the return of an indictment;
- 4. a formal administrative or regulatory proceeding commenced by a filing of a notice of charges, formal investigative order, service of summons, or similar document;
- 5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the **Insurer's** written consent, such consent not to be unreasonably withheld;
- 6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** for a **Wrongful Act**. **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

**Employed Lawyer Legal Services** shall mean legal services provided by any **Insured Person** as an attorney, but only if such services are performed for the **Organization** and in the **Insured Person's** capacity with the **Organization**. **Employed Lawyer Legal Services** shall not include legal services rendered by any **Insured Person** for any third party.

**Employee** means any natural person whose labor or service was, is or shall be engaged and directed by the **Organization** including full-time, part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any **Independent Contractor**.

**Executive** means any natural person who was, is or shall be a duly elected or appointed:

1. director, executive director, officer, trustee, regent, governor or member of the board of managers, board of governors, advisory board or duly constituted committee of the **Organization**;
2. in-house general counsel or risk manager of the **Organization**; or
3. manager of an **Organization** chartered outside the United States of America, if such position is equivalent to those specified in 1. or 2. above.

**Insured** means:

1. **Insured Persons**;
2. **Organization**; or
3. in the event of **Financial Insolvency**, the resulting Debtor in Possession (or foreign equivalent status).

**Insured Person** means any:

1. **Executive**; or
2. **Employee**.

**Loss** means any amount the **Insured** is legally obligated to pay resulting from a **Claim**, including damages, judgments, settlements, punitive or exemplary damages or the multiple portion of any multiplied damage award (if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages), prejudgment and post judgment interest, and legal fees and expenses awarded pursuant to a court order or judgment. **Loss** shall not include:

1. payroll or other taxes (except for the 10% "excess benefit" tax assessed by the Internal Revenue Service against any **Insured Person** pursuant to 26 USC Section 4958(a)(2))
2. criminal or civil fines or penalties imposed by law;
3. costs to comply with any non-monetary or injunctive relief of any kind or any agreement to provide such relief, including but not limited to any damages, costs or expenses incurred in making an accommodation for any disabled person pursuant to the Americans with Disabilities Act or any similar federal, state or local laws, or in complying with any other federal, state or local laws of any kind; or
4. any matters which are uninsurable under the law pursuant to which this **Policy** shall be construed.

Where the **Organization** reasonably determines that punitive, exemplary or multiple damages are insurable under the applicable law, the **Insurer** shall not challenge that interpretation of insurability.

**Outside Organization** means any:

1. **Not-for-Profit Entity** that is not included in the definition of **Organization**; or
2. organization established for a religious or charitable purpose under any non-for-profit statute.

**Outside Capacity** means service by an **Insured Person** on the board of directors, board of trustees, board of managers, or functional equivalent thereof, in any **Outside Organization**, provided and so long as such service is at the specific request, consent or direction of the **Organization**.

**Personal Injury Wrongful Act** shall mean any actual or alleged invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander.

**Wrongful Act** as used in this **Coverage Part** means:

1. any of the following by the **Organization** and/or any **Insured Persons** acting in their capacity with the **Organization**:
  - a. actual or alleged error, omission, misstatement, misleading statement, neglect or breach of duty;
  - b. actual or alleged error or omission in the rendering of or the failure to render **Employed Lawyer Legal Services**; or
  - c. **Personal Injury Wrongful Act**;
2. any matter claimed against any **Insured Person** solely by reason of their status with the **Organization**.

### **SECTION III – OUTSIDE NOT-FOR-PROFIT DIRECTORSHIP LIABILITY COVERAGE**

Subject to the provisions applicable to this **Coverage Part**, coverage shall be extended under this **Coverage Part** for any **Claim** for a **Wrongful Act** committed by **Insured Persons** in an **Outside Capacity**. Such coverage shall be specifically excess of any indemnity and insurance available from or provided by the **Outside Organization**.

If any **Claim** against the **Insured** gives rise to an obligation both under this **Coverage Part** and under any other coverage or policy of insurance issued by the **Insurer** or any of its affiliates to any **Outside Organization**, the **Insurer's** maximum Aggregate Limit of Liability under all such policies for all **Loss**, including **Defense Expenses**, for such **Claim** will not exceed the largest single available Limit of Liability under any such coverage.

### **SECTION IV – EXCLUSIONS**

#### **A. EXCLUSIONS APPLICABLE TO ALL LOSS AND DEFENSE EXPENSES**

**Affiliated Entity** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** by, or for the benefit of, or at the behest of any entity which controls, is controlled by, or is under common control with the **Organization**, or any person or entity which succeeds to the interests of the **Organization**; provided, however, that this exclusion shall not apply to any **Claim** brought by the receiver, conservator, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**.

**Bodily Injury/Property Damage** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** for bodily injury, emotional distress, mental anguish, humiliation, sickness, disease or death of any person, violation of a person's right of privacy, or damage to, loss or use or destruction of any tangible property. This exclusion does not apply to any **Claim** for **Personal Injury Wrongful Act**.

**Contractual Liability** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** for any actual or alleged breach by the **Organization** of an express or implied contract.

**Discrimination or Harassment/Fair Labor Standards Act** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** by any third party or **Independent Contractor** for any actual or alleged:

1. discrimination or harassment including but not limited to violation of any federal, state or local laws (whether common-law or statutory) concerning discrimination including the Americans with Disabilities Act of 1992, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1866; or
2. violations of the Fair Labor Standards Act as amended, or any federal, state, or local statutory law or common law anywhere in the world governing wage, hour and payroll policies.

**Employment-Related Wrongful Acts** - The **Insurer** shall not be liable to pay any **Loss** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to any employment-related **Wrongful Act**.

**ERISA** - The **Insurer** shall not be liable to pay any **Loss** in connection with any **Claim** made against any **Insured** for any actual or alleged violation of the responsibilities, obligations or duties imposed upon fiduciaries by **ERISA** or any similar law.

**Fraud/Illegal Profit and Violation of Law** - The **Insurer** shall not be liable to pay any **Loss** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to:

1. the gaining of any profit, remuneration or pecuniary advantage to which such **Insured** is not legally entitled; or
2. any fraudulent or criminal **Wrongful Act** with actual knowledge of its wrongful nature or with intent to cause damage by such **Insured**,

as evidenced by a final adjudication by a judge, jury or arbitrator in any proceeding.

**Insured vs. Insured** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** by, on behalf of, or at the behest of any **Insured** in any capacity; provided, however, that this exclusion will not apply to:

1. any derivative action on behalf of, or in the name or right of the **Organization**, if such action is brought and maintained totally independent of, and without the solicitation, assistance, participation or intervention of any **Insured Person**; or
2. any **Claim** that is in the form of a cross claim, third party claim or other claim for contribution or indemnity which in part of and results directly from a **Claim** which is not otherwise excluded by the terms of the **Policy**.

**Non-Subsidiary Wrongful Acts** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to any **Wrongful Act** by any entity that is, or was, a **Subsidiary**, or by any **Insured Person** of such entity, occurring at any time during which such entity was not a **Subsidiary**.

**Outside Capacity** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** involving any **Insured Person** in their capacity as an employee, director, officer, trustee, governor, member of the board of managers, or any equivalent position, of any entity other than the **Organization** or an **Outside Organization**.

**Past Acts** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to any actual or alleged **Wrongful Acts** committed on or before the Retroactive Date set forth in Item 4 (b) of the Declarations Page or any **Wrongful Acts** occurring prior to such date which together with **Wrongful Acts** occurring on or after such date would constitute **Interrelated Wrongful Acts**.

**Pollution** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to:

1. the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**; or
2. 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, any **Pollutant**;

provided, however, that this exclusion shall not apply to **Loss** covered under Insuring Agreement A.

**Prior Knowledge/Litigation** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to:

1. any fact, circumstance, situation, or event that is or reasonably would be regarded as the basis for a **Potential Claim** about which any **Executive** had knowledge prior to the date of the initial **Application** for coverage; or
2. any prior or pending civil, criminal, administrative or regulatory proceeding initiated against any **Insured** prior to the applicable Prior and Pending Litigation Date set forth in Item 4 (a) of the Declarations Page, or arising out of or in any way involving the same or substantially the same fact, circumstance, situation or

**Wrongful Act** underlying or alleged in such prior or pending civil, criminal, administrative or regulatory proceeding.

**Prior Notice** - The **Insurer** shall not be liable to pay any **Loss** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to any **Wrongful Act** or any **Wrongful Act** which is part of any **Interrelated Wrongful Acts**, or any fact, circumstance or situation, which has been the subject of any notice given to any carrier other than the **Insurer** under any similar insurance policy providing protection for any **Insured**.

B. **EXCLUSIONS APPLICABLE TO ALL LOSS, OTHER THAN DEFENSE EXPENSES**

**Professional Services** - The **Insurer** shall not be liable to pay any **Loss**, other than **Defense Expenses**, in connection with any **Claim** made against any **Insured** for the performance of or failure to perform medical, psychological, counseling, financial counseling/advisory, accounting, legal (except **Employed Lawyer Legal Services**), arbitration, insurance or investment advisory services or referrals, if brought by or on behalf of any individual and/or entity for whom such services were, now are, or shall be performed.

**Intellectual Property/Infringement** - The **Insurer** shall not be liable to pay any **Loss**, other than **Defense Expenses**, in connection with any **Claim** made against the **Organization** arising from, based upon or attributable to any actual or alleged infringement or violation of infringement of any patent or misappropriation of trade secrets; provided, however, that this exclusion shall not apply to copyright or trademark infringement.

**SECTION V – OTHER TERMS AND CONDITIONS**

This Section will supplement and not replace, Section XI., entitled "Other Terms And Conditions" contained in the General Terms and Conditions Applicable to All Coverage Parts.

A. **ORDER OF PAYMENTS** – If **Loss** for any **Claim** exceeds, or may exceed, the remaining applicable Limit of Liability as set forth in Item 3. of the Declarations Page:

1. the **Insurer** will first pay **Loss** for such **Claim** to which Insuring Agreement A. of this **Coverage Part** applies; then
2. to the extent that any amount of the applicable Limit of Liability will remain available, the **Insurer** will pay **Loss** for such **Claim** to which such other Insuring Agreements of this **Coverage Part** may apply.

Upon written request by the **Executive** of the **Organization**, the **Insurer** will either pay or withhold payment of **Loss** under the other applicable Insuring Agreements of this **Coverage Part**. In the event of a written request to withhold payment, the **Insurer** will make any future payment only for **Loss** to which Insuring Agreement A. of this **Coverage Part** applies, unless otherwise so instructed upon written request by and through an **Executive** of the **Organization**.

B. **OTHER INSURANCE** – This **Coverage Part** shall not be subject to the terms of any other insurance. All **Loss**, including **Defense Expenses**, payable under this **Policy** shall be excess to:

1. any other valid and collectible insurance available to any **Insured**, including any insurance under which there is a duty-to-defend, unless such insurance is written specifically excess of this **Coverage Part** by reference in such other policy to the Policy Number assigned to this **Policy**; or
2. indemnification to which an **Insured Person** is entitled from any entity other than the **Organization**.

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Security National Insurance Company  
(A Stock Insurance Company, herein called the **Insurer**)

**NONPROFIT ORGANIZATION  
EMPLOYMENT PRACTICES LIABILITY (EPL) COVERAGE PART**

**This is a claims-made policy. Defense Expenses are outside the Limit of Liability. Defense Expenses shall be applied against the Retention. Please read this Policy carefully!**

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations Page and **Application**, the **Insurer** and the **Insureds** agree that coverage will be provided subject to all of the terms, conditions and limitations of this **Policy**, as follows:

**SECTION I - INSURING AGREEMENTS**

- A. **EMPLOYMENT PRACTICES LIABILITY** - The **Insurer** will pay on behalf of the **Insured**, **Loss** resulting from any **Employment Claim** first made during the **Policy Period** or Extended Reporting Period (if exercised), against the **Insured** for a **Wrongful Employment Act**.
- B. **THIRD PARTY LIABILITY** - If coverage is set forth in Item 3. of the Declarations Page, the **Insurer** will pay on behalf of the **Insured**, **Loss** resulting from any **Third Party Claim** first made during the **Policy Period** or Extended Reporting Period (if exercised), for which the **Insured** is legally liable for a **Wrongful Third Party Act**.

**SECTION II - DEFINITIONS**

In addition to the Definitions set forth in General Terms and Conditions Applicable to All Coverage Parts, the following Definitions apply to all Insuring Agreements contained herein.

**Claim** means an **Employment Claim** or **Third Party Claim** (if applicable).

**Claimant** means any:

1. **Employee** of the **Organization**;
2. applicant for employment with the **Organization**;
3. **Independent Contractor**; or
4. governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of any **Employee**, **Independent Contractor**, or applicant for employment with the **Organization**.

**Discrimination** means any actual or alleged violation of any employment discrimination law or disparate treatment of, or the 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.

**Employee** means any natural person whose labor or service was, is or shall be engaged and directed by the **Organization** including full-time, part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any **Independent Contractor**.

**Employment Agreement** means any express or implied employment agreement regardless of the basis in which such agreement is alleged to exist, other than a collective bargaining agreement.

**Employment Claim** means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by the service of a complaint or similar pleading;
3. a criminal proceeding commenced by a filing of charges;
4. a formal administrative or regulatory proceeding commenced by a filing of charges, formal investigative order, service of summons or similar document, including a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Employment Claim** will be limited to a Notice of Violation or Order to Show Cause or written demand for monetary damages or non-monetary relief;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the **Insurer's** written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of a **Claimant**, for a **Wrongful Employment Act**. **Employment Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

**Executive** means any natural person who was, is or shall be a duly elected or appointed:

1. director, executive director, officer, trustee, regent, governor or member of the board of managers, board of governors, advisory board or duly constituted committee of the **Organization**;
2. director of human resources or functional equivalent position of the **Organization**;
3. in-house general counsel or risk manager of the **Organization**.; or
4. manager of an **Organization** chartered outside the United States of America, if such position is equivalent to those specified in 1., 2., or 3. above.

**Insured** means the **Insured Persons** and the **Organization**.

**Insured Person** means any:

1. **Executive**; or
2. **Employee**.

**Loss** means any amount the **Insured** is legally obligated to pay resulting from a **Claim**, including damages, judgments, settlements, back pay, front pay, damages for mental anguish and emotional distress, compensatory damages, statutory attorneys' fees, and liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act, punitive or exemplary damages or the multiple portion of any multiplied damage award (if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages), prejudgment and post judgment interest, and legal fees and expenses awarded pursuant to a court order or judgment. **Loss** shall not include:

1. payroll or other taxes;
2. other than **Defense Expenses**, costs to comply with any non-monetary or injunctive relief of any kind or any agreement to provide such relief, including but not limited to any damages, costs or expenses incurred in making an accommodation for any disabled person pursuant to the Americans with Disabilities Act or any similar federal, state or local laws, or in complying with any other federal, state or local laws of any kind;
3. criminal or civil fines or penalties imposed by law;
4. employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof; or

5. any matters which are uninsurable under the law pursuant to which this **Policy** shall be construed.

Where the **Organization** reasonably determines that punitive, exemplary or multiple damages are insurable under the applicable law, the **Insurer** shall not challenge that interpretation of insurability.

**Retaliation** means any actual or alleged **Wrongful Termination** or other adverse employment action against a **Claimant** on account of such **Claimant's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Claimant** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

**Sexual Harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which:

1. is made a term or condition of a **Claimant's** employment or advancement;
2. the submission to or rejection of is used as a basis for decisions affecting the **Claimant**; or
3. has the purpose or effect of creating an intimidating, hostile or offensive work environment.

**Third Party Claim** means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons, or similar document;
4. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the **Insurer's** written consent, such consent not to be unreasonably withheld; or
5. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of any natural person, other than a **Claimant**, for a **Wrongful Third Party Act**.

**Third Party Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement or any type of criminal proceeding.

**Wage and Hour Law** means any federal, state, or local law or regulation governing or related to the payment of wages including the payment of overtime, on-call time, minimum wages, meals, rest breaks or the classification of employees for the purpose of determining employees' eligibility for compensation under such law(s).

**Workplace Harassment** means any actual or alleged harassment, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.

**Wrongful Act** means any actual or alleged:

1. **Wrongful Employment Act** occurring in the course of or arising out of a **Claimant's** employment, application for employment or performance of services with the **Organization**; or
2. **Wrongful Third Party Act**, if coverage is set forth in Item 4. of the Declarations Page.

**Wrongful Employment Act** means any actual or alleged:

1. **Discrimination; Sexual Harassment; Retaliation; Workplace Harassment; Wrongful Termination;**
2. breach of **Employment Agreement;**
3. violation of the Family Medical Leave Act;
4. employment-related misrepresentation;
5. employment-related defamation, libel or slander, humiliation or invasion of privacy;

6. employment-related wrongful infliction of emotional distress;
7. failure or refusal to create or enforce adequate workplace or employment policies and procedures, employ or promote, including wrongful failure to grant bonuses or perquisites, or grant tenure;
8. wrongful discipline, wrongful demotion, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation;
9. violations of the Uniformed Services Employment and Reemployment Rights Act; or
10. negligent hiring, supervision of others, training, or retention allegedly committed by any **Insured** if such act is alleged in connection with a **Wrongful Employment Act** set forth in Item 1. through Item 9. above, provided that the such **Claim** is brought by or on behalf of any **Claimant**.
11. acts described in (1) through (10) above arising from the use of the **Organization's** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization's** Internet, e-mail, telecommunication or similar systems.

**Wrongful Third Party Act** means, with respect to any natural person, other than a **Claimant**, any actual or alleged:

1. violation of any federal, state or local law or statute or any common law prohibiting any kind of discrimination; or
2. unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which violates the civil rights of any such person.

**Wrongful Termination** means the actual, alleged or constructive termination of an employment relationship between a **Claimant** and the **Organization** in a manner or for a reason which is contrary to applicable law or public policy, or in violation of an **Employment Agreement**.

### **SECTION III – EXCLUSIONS**

#### **A. EXCLUSIONS APPLICABLE TO ALL LOSS AND DEFENSE EXPENSES**

**Bodily Injury/Property Damage** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** for bodily injury, sickness, disease or death of any person, or damage to, loss of use or destruction of any tangible property; provided, however, that this exclusion shall not apply to a **Claim** for emotional distress, mental anguish or humiliation.

**Contractual Liability** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** for any liability of others assumed by an **Insured** under any contract of agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

**Past Acts** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to any actual or alleged **Wrongful Acts** committed on or before the Retroactive Date set forth in Item 4 (b) of the Declarations Page or any **Wrongful Acts** occurring prior to such date which together with **Wrongful Acts** occurring on or after such date would constitute **Interrelated Wrongful Acts**.

**Pollution** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to:

1. the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any **Pollutant**; or
2. 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, any **Pollutant**;

provided, however, that this exclusion shall not apply to **Claims** for **Retaliation**.

**Prior Knowledge/Litigation** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to:

1. any fact, circumstance, situation, or event that is or reasonably would be regarded as the basis for a **Potential Claim** about which any **Executive** had knowledge prior to the date of the initial **Application** for coverage; or
2. any prior or pending civil, criminal, administrative or regulatory proceeding initiated against any **Insured** prior to the applicable Prior and Pending Litigation Date set forth in Item 4 (a) of the Declarations Page, or arising out of or in any way involving the same or substantially the same fact, circumstance, situation or **Wrongful Act** underlying or alleged in such prior or pending civil, criminal, administrative or regulatory proceeding.

**Prior Notice** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to any **Wrongful Act** or any **Wrongful Act** which is part of any **Interrelated Wrongful Acts**, or any fact, circumstance or situation, which has been the subject of any notice given to any carrier other than the **Insurer** under any similar insurance policy providing protection for any **Insured**.

**Violation of Employment Law** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** for any actual or alleged violation of:

1. any law governing workers' compensation, unemployment insurance, social security, disability or pension benefits;
2. **ERISA**;
3. the National Labor Relations Act;
4. the Worker Adjustment and Retraining Notification Act;
5. **COBRA**; or
6. the Occupational Safety and Health Act;

or any similar federal, state or local law or regulation; provided, however, that this exclusion shall not apply to **Claims** for **Retaliation**.

**Wage and Hour Law** - The **Insurer** shall not be liable to pay any **Loss** or **Defense Expenses** in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to any actual or alleged violation of the responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided, however, that this exclusion will not apply to **Claims** for **Retaliation** or any actual or alleged violation of the Equal Pay Act.

**B. EXCLUSIONS APPLICABLE TO ALL LOSS, OTHER THAN DEFENSE EXPENSES**

**ADA Compliance/Injunctive Relief** - The **Insurer** shall not be liable to pay any **Loss**, other than **Defense Expenses**, in connection with any **Claim** made against any **Insured** for costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

**Severance Pay/Damages** - The **Insurer** shall not be liable to pay any **Loss**, other than **Defense Expenses**, in connection with any **Claim** made against any **Insured** for severance pay, damages or penalties under an express written Employment Agreement, or under any policy or procedure providing for payment in the event of separation from employment; or sums sought solely on the basis of a claim for unpaid services.

#### **SECTION IV - OTHER TERMS AND CONDITIONS**

This Section will supplement and not replace, Section XI., entitled "Other Terms And Conditions" contained in the General Terms and Conditions Applicable to All Coverage Parts.

- A. **OTHER INSURANCE** - To the extent that any **Claim** is covered under this **Coverage Part** and any other insurance, the coverage under this **Coverage Part** shall be primary, except that, in the event of a **Claim** made against any leased or temporary **Employee** or an **Independent Contractor**, this **Coverage Part** will apply only as excess coverage over, and will not contribute with, any applicable insurance insuring the employee leasing company, temporary employee agency, or **Independent Contractor** regardless of whether such insurance is stated to be excess, contributory, contingent or otherwise.
- B. **THIRD PARTY LIMIT OF LIABILITY AND RETENTION** - The Third Party Liability Limit of Liability is included within, and not in addition to, the Employment Practices Liability Coverage Part Limit of Liability set forth in Item 3 (b) of the Declarations Page.

This endorsement is attached to and forms a part of Policy No. SML1527937 03 effective. 6/1/2020

### **NEW HAMPSHIRE AMENDATORY ENDORSEMENT**

In consideration of the premium paid for this **Policy**, the **Insurer** and the **Insureds** agree that this endorsement amends the **Policy** as follows:

I. The General Terms and Conditions Applicable to All Coverage Parts is amended as follows:

1. Section II – DEFINITIONS is amended to add the following:

**Extended Reporting Period** means the Automatic Extension Period and the optional Extended Reporting Period.

2. Section VIII. – CANCELLATION, NONRENEWAL AND CONVERSION, Subsection A. CANCELLATION, is deleted and replaced as follows:

A. **CANCELLATION**

1. This **Policy** may be cancelled at any time by the **Organization** for itself and as agent for all other **Insureds**, by providing written notice to the **Insurer**. If this **Policy** is canceled by the **Organization**, the **Insurer** shall retain the customary short rate portion of the premium.
2. The **Insurer** may cancel this **Policy** if the **Organization** does not pay the premium when due, in which case ten (10) days written notice shall be given to the **Organization**.
3. The return of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made either at the time cancellation is effected or within thirty (30) days after the cancellation effective date.

3. Section VIII. – CANCELLATION, NONRENEWAL AND CONVERSION, Subsection B. is deleted and replaced as follows:

B. **Non-Renewal/Renewal**

1. If the **Insurer** elects not to renew this **Policy**, the **Insurer** shall provide the **Organization** for itself and as agent for all **Insureds**, with no less than sixty (60) days advance written notice of when the non-renewal shall become effective and the reason(s) for such action.
2. If the **Insurer** has the necessary information to issue a renewal **Policy** with a premium increase of twenty-five percent (25%) or less, the **Insurer** shall confirm in writing at least thirty (30) days prior to the expiration, the intention to renew the **Policy**, and the premium at which the **Policy** is to be renewed.
3. If the **Insurer** elects to increase the premium by more than twenty-five percent, (25%) for a reason other than an increase in coverage or exposure units, the **Insurer** shall provide the written notice stating when, not less than sixty (60) days thereafter, such notice shall become effective and the reason(s) therefore.

4. Section VIII. – CANCELLATION, NONRENEWAL AND CONVERSION, Subsection D. is deleted and replaced as follows:

D. **NOTICES** - The **Insurer** will mail by certified mail any cancellation or non-renewal notice to the **Organization** at the mailing address shown in Item 1.(a) of the Declarations Page. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Section IX. – EXTENDED REPORTING PERIOD (ERP), Subsection A. is deleted and replaced as follows:

A. **ERP AVAILABILITY**

**Automatic Extension Period** - If the **Organization** or the **Insurer** cancels or nonrenews this **Policy**, or if the **Policy** converts subject to Section VIII C.1., the **Insured** shall have the right to an automatic extended reporting period (herein called the Automatic Extension Period) for a period of sixty (60) days following the effective date of such cancellation or nonrenewal. The Automatic Extension Period is not an extension of coverage, but rather an extended period to report **Claims** first made during the Automatic Extension Period resulting from **Wrongful Acts** that occurred prior to the effective date of cancellation, nonrenewal or conversion and otherwise covered under this **Policy**. The Automatic Extension Period shall be provided at no additional charge to the **Insured**.

**Optional Extended Reporting Period** - If the **Organization** or the **Insurer** cancels or nonrenews this **Policy**, or if the **Policy** converts subject to Section VIII C.1., the **Insured** shall have the right to purchase the optional Extended Reporting Period. At any time prior to or within ninety (90) days after the effective date of cancellation, non-renewal or conversion, the **Insured** may give the **Insurer** written notice that it desires to purchase the Extended Reporting Period. It is understood and agreed that the Extended Reporting Period shall not be made available if there is an offer by the **Insurer** to renew this **Policy** under terms, conditions, Limits of Liability, Retentions or premiums different from those applicable to the expiring **Policy** as such offer of coverage shall not constitute a refusal to renew.

The optional Extended Reporting Period, if purchased, shall start on the day following the expiration of the Automatic Extension Period.

6. Section IX. – EXTENDED REPORTING PERIOD (ERP), Subsection **B. ERP TERMS AND CONDITIONS**, is amended to add the following:

The premium for the optional Extended Reporting Period may be subordinated to payment of sums due for the period of coverage; and once paid, the optional Extended Reporting Period is noncancelable.

7. Section X.**A. REPRESENTATIONS**, is amended to add the following:

The **Insurer** shall not provide coverage to an **Insured Person** who at any time:

1. intentionally concealed or misrepresented a material fact;
2. engaged in fraudulent conduct; or
3. made a false statement,

relating to this insurance.

8. Section XI. – OTHER TERMS AND CONDITIONS is amended to delete Subsection **K. STATE AMENDATORY DISCREPANCY PROVISION**, in its entirety.

9. Section XI. – OTHER TERMS AND CONDITIONS is amended to add the following:

Questions regarding your **Policy**, coverage or **Claims** should be directed to:

**AmTrust North America**  
1 South Wacker Drive • Suite 2380 • Chicago, IL 60606  
Telephone: 800-526-4352 • 312.715.3010 • Fax: 312.930.0375  
Website: [www.firstnonprofit.com](http://www.firstnonprofit.com)

II. The definition of **Loss** in the DEFINITIONS Section of each Coverage Part shown below is amended as follows:

Directors & Officers Liability Coverage Part  
Employment Practices Liability Coverage Part

1. Notwithstanding any other provision, the definition of **Loss** shall not include punitive or exemplary damages or the multiple portion of any multiplied damage award.
2. The following paragraph is deleted in its entirety:

Where the **Organization** reasonably determines that punitive, exemplary or multiple damages are insurable under the applicable law, the **Insurer** shall not challenge that interpretation of insurability.

All other provisions of the definition of **Loss** shall remain unchanged.

III. The **Insured vs. Insured** exclusion in the EXCLUSIONS section of each Coverage Part shown below is amended to add the following:

Directors & Officers Liability Coverage Part

The **Insured vs Insured** exclusion will not apply to an **Insured Person** against another **Insured Person** resulting from an intra-family or inter-spousal situation pursuant to New Hampshire statute RSA 412:5 II.

IV. The **Unfair Competition/Anti-trust Claims** exclusion contained in Section IV – EXCLUSIONS of the Network Security and Privacy Liability Coverage Part is deleted and replaced as follows:

**Unfair Competition/Anti-trust Claims** - The **Insurer** shall not be liable to pay any **Loss, Crisis Mitigation Expenses, Extortion Damages, or Interruption Expenses**, in connection with any **Claim** made against any **Insured** arising from, based upon, or attributable to any actual or alleged anti-trust violation, price fixing, restraint of trade, unfair competition, violation of consumer protection laws, or false, deceptive or unfair trade practices, including a violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act, Organized Crime Control Act of 1970 or any similar local, state, federal, or foreign law.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the **Policy** other than as above stated.

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Thank you for choosing Risk Exchange Insurance Services, Inc. (REX) to service your workers compensation policy written with Benchmark Insurance Company. Enclosed you will find your new policy. Please take a moment to review it to make sure that all information is correct. If any information is inaccurate or needs to be updated, please contact your insurance agent immediately.

**How do I make a payment?** You have 3 options:

- Sign up at [www.billitnow.com](http://www.billitnow.com) with your policy number to view all invoices and pay invoices online.
- Call us at 877-322-7399 ext 1 to make payments over the phone.
- Complete the Automatic Bill Payment Form and email to [billing@riskexchange.com](mailto:billing@riskexchange.com) or Fax to us at 531-444-5719. (You can request this form at [billing@riskexchange.com](mailto:billing@riskexchange.com)).
- Please NOTE: We only accept checking account information at this time online and via phone, so please have that information ready.

**Where do I file a claim?**

- S&C Claims Services Inc. will be handling your workers' compensation claims related to this policy. When an injury occurs, the claim needs to be reported immediately. Claims can be reported by:
  - o Phone: 866-337-0891
  - o Fax a completed First Report of Injury Form to: (702) 876-5584
  - o Email: [coverage@scclaimslv.com](mailto:coverage@scclaimslv.com)

We are here for you. If you require any assistance or further clarification, please contact your agent, call us at 877-322-7399 or email us with questions at [requests@riskexchange.com](mailto:requests@riskexchange.com). Thank you for your business!

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
Information Page**

**Benchmark Insurance Company (REX)**  
**2900 SW WANAMAKER DRIVE, SUITE 204**  
**TOPEKA KS 66614**  
**NCCI # 32352**

1. The Insured: NH Academy Science

Policy No. BRX10019303

Renewal of: BRX10019302

         Individual          Partnership

         Corporation or Non-Profit

Mailing address: 49 Mountain Meadow Rd  
Warren, NH 03279

Federal Employers I.D.# See Schedule

Inter/Intrastate Risk I.D.#         

Other I.D. #         

Other workplaces not shown above: See Schedule

2. Policy Period: From 06/01/2020 To 06/01/2021 12:01 A.M. standard time at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: NH

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 100,000 each accident

Bodily Injury by Disease \$ 500,000 policy limit

Bodily Injury by Disease \$ 100,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except North Dakota, Ohio, Washington, Wyoming, New York and states designated in Item 3.A. of the Information Page.

D. This policy includes these endorsements and schedules: See Schedule

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis	Rate Per	Estimated Annual Premium
		Total Estimated Annual Remuneration	\$100 of Remuneration	
See Item 4. Extension WC 00 00 01A For Rating & Assessments				
		Premium for increased limits Part Two, if applicable		<u>        </u>
		Drug Free Credit		<u>        </u>
		Safety Credit		<u>        </u>
		Total premium subject to the experience modification	See Schedule	<u>440</u>
		Premium modified to reflect experience modification		<u>440</u>
		Other premium charges		<u>        </u>
		<b>Total Estimated Annual Premium</b>		<b><u>620</u></b>

Minimum Premium 304

Deposit Premium 620

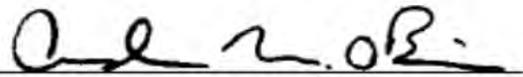
Premium Adjustment Period: Annual Countersigned by: *Chi Shuy*

Name of Producer: Risk Exchange Insurance Services, Inc., 13810 FNB Pkwy, Ste 200, Omaha, NE 68154

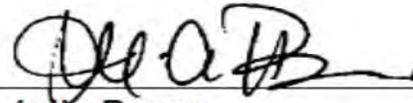
Servicing and Issuing Office: Risk Exchange Ins 1-877-322-7399 Date Produced: 04/03/2020

BENCHMARK INSURANCE COMPANY  
A Stock Company  
2900 SW WANAMAKER DRIVE, SUITE 204  
TOPEKA, KS 66614

**WE HAVE PROPERLY ISSUED THIS POLICY. IT IS VALID AS ISSUED. IF YOUR STATE LAW REQUIRES A COUNTERSIGNATURE IN THE DECLARATIONS PAGE BY ONE OF OUR AUTHORIZED REPRESENTATIVES, THEN THE POLICY BECOMES VALID WHEN COUNTERSIGNED.**



Andrew M. O'Brien,  
President



Julie Baron,  
Treasurer

Item 1          Extension Schedule

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Schedule of Named Insureds

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001-001-00  
NH Academy Science

FEIN: 46-5758781

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Insured:          NH Academy Science  
Policy Number: BRX10019303  
Effective Date: 06/01/2020

WC 99 06 04

Item 3.D. Extension Schedule

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Schedule of Forms and Endorsements

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Form Number:	Edition:	Description:
WC 00 00 00 C	1-15	Workers Compensation and Employers Liability Insurance Policy
WC 00 00 01 A	1-90	Information Page
WC 99 06 02	1-90	Item 4 - Extension of Information Page
WC 00 01 15 01-20	1-20	Notification Endorsement of Pending Law Change To Terrorism Risk Insurance Program Reauthorization Act of 2015
WC 00 03 08	4-84	Partners, Officers and Others Exclusion Endorsement
WC 00 04 14 A	1-19	90- Day Reporting Requirement - Notification of Change in Ownership Endorsement
WC 00 04 19	1-01	Premium Due Date Endorsement
WC 00 04 21 D	1-15	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
WC 00 04 22 B	1-15	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
WC 00 04 24	1-17	Audit Noncompliance Charge Endorsement
WC 28 04 04	1-08	New Hampshire Pending Rate Change Endorsement
WC 99 06 01	10-15	Signature Page

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Insured: NH Academy Science

Policy Number: BRX10019303

Effective Date: 06/01/2020

WC 99 06 05

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
 EXTENSION OF INFORMATION PAGE  
 ITEM 4. CONTINUED

POLICY NO. BRX10019303

PAGE NO. 1

CLASSIFICATION OF OPERATIONS	CODE NO.	Estimated Total Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premiums	
				Subject to Modification	All Other
NH-28 LOC. 1 Employees: 4 SIC: 8211 NAICS: 611110 95 Dartmouth College Hwy Lyme, (Grafton) NH 03768					
001-001-00 NH Academy Science FEIN: 46-5758781  From 06/01/2020 To 06/01/2021					
SCHOOL: PROFESSIONAL EMPLOYEES & Clerical	8868	100,000	0.44	440	
TOTAL UNMODIFIED PREMIUM				440	
TOTAL MODIFIED PREMIUM				440	
STANDARD PREMIUM				440	
Expense Constant	0900				160
Terrorism	9740		0.0100		10
Catastrophe (other than Certified Acts of Terrorism)	9741		0.0100		10
TOTAL ESTIMATED PREMIUM				620	
TOTAL NH ESTIMATED PREMIUM				620	

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

**GENERAL SECTION**
**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

**B. Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

**C. Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

**D. State**

State means any state of the United States of America, and the District of Columbia.

**E. Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE  
WORKERS COMPENSATION INSURANCE**
**A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

**C. We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

**D. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

**E. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

#### F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

#### G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

#### H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

## **PART TWO EMPLOYERS LIABILITY INSURANCE**

### A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

### B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

### C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

**F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

**I. Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE****OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

**B. Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR****YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## **PART FIVE—PREMIUM**

### **A. Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

### **B. Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### **C. Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

### **D. Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

### **E. Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

### **F. Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

### **G. Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

(Ed. 1-15)

**PART SIX—CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

**B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

**C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

**E. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.





**90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 06/01/2020	Policy No. BRX10019303	Endorsement No.
Policy Effective Date: 06/01/2020 to 06/01/2021		Premium \$
Insured: NH Academy Science		
DBA:		
Carrier Name / Code: Benchmark Insurance Company		(REX)

**WC 00 04 14 A**  
(Ed. 1-19)





**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has 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.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.







## Claims Information

S&C Claims Services Inc. will be handling your workers' compensation claims related to this policy. The following information will acquaint you with the claims handling procedures as well as how and when to report an injury. When an injury occurs, the claim needs to be reported immediately.

### How to Report a Claim:

Phone: 866-337-0891

Fax a completed First Report of Injury Form to: (702) 876-5584

Email: [coverage@scclaimslv.com](mailto:coverage@scclaimslv.com)

Once a claim is reported, an adjuster will be assigned to the claim and will proceed with the investigation of the claim.

Your adjuster may be reached at:

S&C Claims Services Inc

7881 W. Charleston Blvd. Ste 210

Las Vegas, NV 89117

P: 800-362-5198

[www.sandcclaims.com](http://www.sandcclaims.com)

If you require assistance or further clarification regarding the reporting of claims, please contact your agent or S&C Claims Services Inc at 800-362-5198.

### What to do in the Event of a Claim:

- In accordance with workers' compensation statutes, claims are to be reported immediately to avoid penalties for late reporting. For your convenience, S&C Claims Services Inc. has established a toll-free Claim Reporting Line to report claims. Simply call 866-337-0891 and advise that you are reporting a claim. When calling in a claim, please have the following information ready:
  1. Your company name and location
  2. Injured employees name, social security number, phone number, job title and rate of pay
  3. An explanation of what caused the accident, the nature of the employee's injury, and the specific medical provider from the medical network with whom the injured employee will be treated.
- If you do not wish to report via telephone, you or your agent will need to complete the First Report of Injury form and send to S&C Claims Services, Inc. via fax at (702) 876-5584 or email to [coverage@scclaimslv.com](mailto:coverage@scclaimslv.com)
- Assure your employee that the claim has been reported, and if they are missing time from work, an adjuster from S&C Claims Services will be contacting them to discuss the claim and associated workers' compensation benefits.
- Obtain appropriate medical treatment immediately for the injured employee.
- Remain in contact with the injured employee if they are missing time from work. Encourage supervisors to also maintain contact with the injured worker.
- Work with the adjuster and medical providers in providing work within given restrictions to assist the employee in returning to modified or light duty.



**Kate Cassady**  
Littleton

**Ann Lane**  
Dover

**Phil Nazzaro**  
Newmarket

**Drew Cline, Chairman**  
Bedford

**Helen G. Honorow**  
Nashua

**Cindy C. Chagnon**  
Bedford

**Celina Griffin**  
Gilford

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**EXECUTIVE SUMMARY**  
**Emergency Rule – Vocational Rehabilitation Programs**  
**Current Emergency Rule Expires: January 11, 2021**

Submitted to the State Board of Education, December 10, 2020:

**A. ACTION NEEDED**

A vote is needed by the State Board of Education to adopt the emergency rules for Ed 1000 Vocational Rehabilitation Programs which expired on January 11, 2021.

**B. RATIONALE FOR ACTION**

Emergency rules were adopted by the Board in June in order to allow more time for regular rulemaking. COVID-19 restrictions delayed the regular rulemaking process. The rules were in the final stages of rulemaking and still needed further revisions. Last month the Board voted to withdraw from the current rulemaking proceeding. This emergency rule will keep rules in place for 180 days while a new rulemaking process is under way.

**C. EFFECTS OF THIS ACTION**

If the board votes to adopt these rules the department will submit the rules to the Office of Legislative Services (OLS) for an effective date of January 10, 2021.

**D. POSSIBLE MOTION**

I move that the State Board of Education adopt the emergency rule for Vocational Rehabilitation Programs, Ed 1000 with an effective date of January 10, 2021.

Adopt Ed 1000, previously effective 1-10-20 (Document #112971, Interim), and expired 7-8-20, to read as follows:

## CHAPTER Ed 1000 VOCATIONAL REHABILITATION PROGRAMS

### PART Ed 1001 PURPOSE

Ed 1001.01 Purpose. ~~The purpose of the New Hampshire vocational rehabilitation services program is to assess, plan, develop, and provide vocational rehabilitation services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, so that they can prepare for and engage in gainful employment. The rules *Chapter Ed 1000* for the New Hampshire vocational rehabilitation services program implement~~ ***provides the rules for uniform application of the State Vocational Rehabilitation Services Program authorized by Title I of the Rehabilitation Act of 1973 (the Act), as amended, 29 U.S.C. 701 et seq and regulated by 34 CFR Parts 361, 363, 367, and 397.***

#### ***Ed 1001.02 Scope.***

***(a) The New Hampshire vocational rehabilitation services (NHVR) program shall be responsible for assessing, planning, developing, and providing vocational rehabilitation services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, so that they can prepare for and engage in gainful employment. The rules for the NHVR services program implement the Act.***

***(b) NHVR shall work with individuals with disabilities to obtain an employment outcome in the most competitive and integrated employment settings consistent with the individual's unique employment factors, as described in Ed 1006.02. In addition, NHVR provides training and services to employers. Services include training and technical assistance on disability awareness issues, providing guidance on developing work-based learning experiences, providing pre-employment transition services for students with disabilities, providing recruitment training, as well as training techniques to assist in successful employment outcomes.***

***(c) NHVR shall comply with the provisions of this chapter, 34 CFR 361, and 34 CFR 363 when determining the eligibility and scope of vocational rehabilitation services for individuals with disabilities.***

### PART Ed 1002 DEFINITIONS

Ed 1002.01 "Act" means the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq.  
***Definitions. In addition to the definitions in 34 CFR 361.5, the following definitions shall apply to Ed 1000, unless context makes another meaning manifest:***

***(a) "Available resources" means the amount of money that an eligible individual has available to pay toward NHVR's financial need based services as determined by a financial needs review outlined in Ed 10111;***

***(b) "Commensurate" referencing comparable services and benefits, means the service or benefit from another source shall be similar in scope and quality to the service or benefit offered by vocational rehabilitation services;***

***(c) "Department" means the New Hampshire department of education;***

*(d) "Individual" means the individual requesting services or the individual's representative;*

~~Ed 1002.02 "Administrative costs under the state plan" means "administrative costs under the state plan" as defined in 34 CFR 361.5(b)(2).~~

~~Ed 1002.03 "Applicant" means an individual who submits an application for vocational rehabilitation services in accordance with 34 CFR §361.41 (b), (2)~~

~~Ed 1002.04 "Appropriate modes of communication" means "appropriate modes of communication" as defined in 34 CFR 361.5(b)(5).~~

~~Ed 1002.05 "Assessment for determining eligibility and vocational rehabilitation needs" means "assessment for determining eligibility and vocational rehabilitation needs" as defined in 34 CFR 361.5(b)(6).~~

~~Ed 1002.06 "Assistive technology device" means "assistive technology device" as defined in 34 CFR 361.5(b)(7).~~

~~Ed 1002.07 "Assistive technology service" means "assistive technology service" as defined in 34 CFR 361.5(b)(8).~~

~~Ed 1002.08 "Community rehabilitation program" means "community rehabilitation program" as defined in 34 CFR 361.5(b)(9).~~

~~Ed 1002.09 "Comparable services and benefits" means "comparable services and benefits" as defined in 34 CFR 361.5(b)(10).~~

~~Ed 1002.10 "Competitive employment" means "competitive employment" as defined in 34 CFR 361.5(b)(11).~~

~~Ed 1002.11 "Designated state agency" means the New Hampshire department of education, which is the state agency responsible for administering the state plan for vocational rehabilitation services in accordance with 34 CFR 361.13(a).~~

~~Ed 1002.12 "Designated state unit" means the division of career technology and adult learning in the New Hampshire department of education pursuant to 34 CFR 361.5(b)(14).~~

~~Ed 1002.13 "Eligible individual" means an applicant for vocational rehabilitation services who meets the eligibility requirements of 34CFR361.5(b)(15).~~

~~Ed 1002.14 "Employment outcome" means "employment outcome" as defined in 34 CFR 361.5(b)(16).~~

~~Ed 1002.15 "Establishment, development, or improvement of a public or nonprofit community rehabilitation program" means "establishment, development, or improvement of a public or nonprofit community rehabilitation program" as defined in 34 CFR 361.5(b)(17).~~

~~Ed 1002.16 "Extended employment" means "extended employment" as defined in 34 CFR 361.5(b)(19).~~

~~Ed 1002.17 "Extended services" means "extended services" as defined in 34 CFR 361.5(b)(20).~~

~~Ed 1002.18 "Extreme medical risk" means "extreme medical risk" as defined in 34 CFR 361.5(b)(21).~~

~~Ed 1002.19 "Family member", for purposes of receiving vocational rehabilitation services in accordance with Ed 1010.16(a)(9), means "family member" as defined in 34 CFR 361.5(b)(23).~~

~~Ed 1002.20 "Impartial hearing officer" means "impartial hearing officer" as defined in 34 CFR 361.5(b)(25), and includes "presiding officer" as defined in RSA 541-A:1, XIV.~~

~~Ed 1002.21 "Independent living program" means the state independent living services program set out in 34 CFR §364 and RSA 200-C:24 and includes the services set out in 34 CFR §365.1~~

~~Ed 1002.22 "Individual who is blind" means a person whose central acuity does not exceed 20/200 in the better eye with correcting lenses or whose visual acuity, if better than 20/200 is accompanied by a limit to the field of vision in the better eye to such a degree that its widest diameter subtends an angle of no greater than 20 degrees, and who has been examined by a physician skilled in diseases of the eye, or by an optometrist, whichever the individual selects, to make the determination that the individual is blind.~~

~~Ed 1002.23 "Individual with a disability" means "individual with a disability" as defined in 34 CFR 361.5(b)(28) and (29).~~

~~Ed 1002.24 (e) "Individual with a most significant disability" means an individual with a significant disability:~~

~~(a) Who has a significant mental or physical impairment that seriously limits 2 or more functional capacities such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance and work skills, or work tolerance or work skills in terms of employment outcomes; and~~

~~(b) Whose vocational rehabilitation can be expected to require 2 or more vocational rehabilitation services, in addition to the vocational rehabilitation counselor provided services of guidance, counseling, service coordination and job placement, over an extended period of time of 6 months or longer;~~

~~(f) "***New Hampshire Vocational Rehabilitation (NHVR)***" means the department of education, division of workforce innovation, bureau of vocational rehabilitation, which shall serve as the designated state unit as defined in 34 CFR 361(c)(13); and~~

~~(g) "***Program for the deaf and hard of hearing***" means the program established under RSA 200-C:18.~~

~~Ed 1002.25 "Individual with a significant disability" means "individual with a significant disability" as defined in 34 CFR 361.5(b)(31).~~

~~Ed 1002.26 "Individual's representative" means "individual's representative" as defined in 34 CFR 361.5(b)(32).~~

~~Ed 1002.27 "Integrated setting" means "integrated setting" as defined in 34 CFR 361.5(b)(33).~~

~~Ed 1002.28 "Maintenance" means "maintenance" as defined in 34 CFR 361.5(b)(35)~~

~~Ed 1002.29 "Mediation" means "mediation" as defined in 34 CFR 361.5(b)(36).~~

~~Ed 1002.30 "Nonprofit" means "nonprofit" as defined in 34 CFR 361.5(b)(37).~~

~~Ed 1002.31 "Ongoing support services" means "ongoing support services" as defined in 34 CFR 361.5(b)(38).~~

~~Ed 1002.32 "Personal assistance services" means "personal assistance services" as defined in 34 CFR 361.5(b)(39).~~

~~Ed 1002.33 "Physical and mental restoration services" means "physical and mental restoration services" as defined in 34 CFR 361.5(b)(40).~~

~~Ed 1002.34 "Physical or mental impairment" means "physical or mental impairment" as defined in 34 CFR 361.5(b)(41).~~

~~Ed 1002.35 "Post employment services" means "post employment services" as defined in 34 CFR 361.5(b)(42).~~

~~Ed 1002.36 "Program for the deaf and hard of hearing" means the program established under RSA 200-C:18.~~

~~Ed 1002.37 "Qualified and impartial mediator" means "qualified and impartial mediator" as defined in 34 CFR 361.5(b)(43).~~

~~Ed 1002.38 "Rehabilitation engineering" means "rehabilitation engineering" as defined in 34 CFR 361.5(b)(44).~~

~~Ed 1002.39 "Rehabilitation technology" means "rehabilitation technology" as defined in 34 CFR 361.5(b)(45).~~

~~Ed 1002.40 "Review " means the procedure for determining whether decisions made by personnel of the designated state unit that affect the provision of vocational rehabilitation services are consistent with the Act and rules adopted thereunder.~~

~~Ed 1002.41 "State workforce investment board" means a board established under section 111 of the Workforce Investment Act of 1998, 29 U.S.C. 705(33).~~

~~Ed 1002.42 "Statewide workforce investment system" means a system described in section 111(d)(2) of the Workforce Investment Act of 1998, 29 U.S.C. 705(34).~~

~~Ed 1002.43 "State plan" means "state plan" as defined in 34 CFR 361.5(b)(51).~~

~~Ed 1002.44 "Substantial impediment to employment" means "substantial impediment to employment" as defined in 34 CFR 361.5(b)(52).~~

~~Ed 1002.45 "Supported employment" means "supported employment" as defined in 34 CFR 361.5(b)(53).~~

~~Ed 1002.46 "Supported employment program" means the program established under RSA 200-C:21 and 34 CFR 363.1.~~

~~Ed 1002.47 "Supported employment services" means "supported employment services" as defined in 34 CFR 361.5(b)(54).~~

~~Ed 1002.48 "Transition services" means "transition services" as defined in 34 CFR 361.5(b)(55).~~

~~Ed 1002.49 "Transitional employment" means "transitional employment" as defined in 34 CFR 361.5(b)(56).~~

~~Ed 1002.50 "Transportation" means "transportation" as defined in 34 CFR 361.5(b)(57).~~

~~Ed 1002.51 "Vocational rehabilitation services" means "vocational rehabilitation services" as defined in 34 CFR 361.5(b)(58).~~

## PART Ed 1003 PROTECTION, USE AND RELEASE OF PERSONAL INFORMATION

### ***Ed 1003.01 Notice to the Individual.***

***(a) At the time of the initial interview, and as appropriate through the rehabilitation process, the counselor shall inform an individual of NHVR's policies on acquiring, using, and protecting personally identifiable information (PII) and other personal information and data. Such notice shall be given in a language or method of communication understandable to the individual. The explanation shall include at a minimum general information about the principal purposes for which NHVR intends to acquire, use, or release the information and shall identify those agencies and circumstances under which NHVR shall share the information. The individual shall give full and informed consent in writing to release any information. The individual shall also be informed that they can withdraw their consent for release of information by notifying NHVR in writing.***

***(b) If an individual indicates that information in his or her file is misleading or inaccurate, NHVR shall consider the individual's reasons and request verification documents as necessary. Obvious errors shall be corrected, but information confirmed by the counselor as accurate and necessary for an eligibility determination shall be retained. If the information is not amended, the record of services shall document that the individual requested such an amendment and the individual shall be informed of the availability of the hearing process pursuant to Ed 1021.***

***(c) If an individual refuses to grant permission for NHVR to release information or obtain needed information from another agency or source, the reasons for the refusal shall be discussed and the potential consequences shall be explained to the individual. If the refusal results in NHVR being unable to share or obtain information required to make an eligibility determination or complete the individualized plan for employment (IPE), NHVR shall close the case pursuant to Ed 1003.03(d).***

***Ed 1003.042 Confidentiality. In addition to the requirements under 34 CFR 361.38, the following shall apply regarding confidentiality:***

***(a) All current and stored information as to personal facts given or made available to the designated state unit, its representative, or its employee, in the course of the administration of the vocational rehabilitation program, including photographs, lists of names and addresses and records of agency evaluation, shall be held to be confidential by the division and by individuals, service providers, other cooperating agencies and organizations, and interested parties to whom such information is disseminated. NHVR's acquisition of PII and other personal information and data about applicants includes the obligation to fully inform applicants about what information is gathered and how it will be used, and***

*how it will be safeguarded against unnecessary or inappropriate dissemination. PII and other personal information and data shall be material which is identifiable to an individual, including reports, evaluations, case histories, notes, photographs and directory information. NHVR's obligation to preserve confidentiality shall apply to its own use of information directly, and the release of PII and other personal information and data to third parties, other individuals, and agencies. Release of PII and other personal information and data shall also involve the individual's access to his or her own personal information and records pursuant to (c) below;*

~~(b) All personal information in the possession of the designated state unit shall be used only for purposes directly connected with the administration of the vocational rehabilitation program. Information containing identifiable personal information shall not be shared with advisory or other bodies which do not administer the program. To the greatest extent possible, NHVR shall use existing information in determining eligibility or providing services to an individual. To the extent existing information is insufficient, NHVR shall obtain only information necessary to determine eligibility or to provide services to an individual. Necessary information may already exist and be available from the individual and his or her family members, treating physicians, other agencies, or it may be information acquired by NHVR specifically for the purpose of serving the individual; and~~

~~(c) All applicants, eligible individuals, representatives of applicants or individuals, service providers, other cooperating agencies and organizations, and interested parties shall be informed through appropriate modes of communication, consistent with the choice, used by the individual, of the confidentiality of personal information and the conditions in Ed 1003.03 for accessing and releasing this information. An individual shall have full, timely access to any information that NHVR maintains about him or her, unless NHVR determines that some information may be harmful to the individual or if NHVR obtained the information from a source which has restricted its dissemination to the individual. Information that may be harmful shall be released in accordance with 34 CFR 361.38(c).~~

~~(d) The designated state unit shall inform all applicants, eligible individuals, and representatives of applicants or individuals about the division's need to collect personal information and the provisions of this section governing its use.~~

~~(e) In the administration of the vocational rehabilitation program, the designated state unit shall obtain personal information from service providers and cooperating agencies under assurances that the information shall not be further divulged, except as provided under Ed 1003.02, Ed 1003.03, and Ed 1003.04.~~

~~(f) Individuals, agencies, and organizations shall pay a fee of \$.06 per page to cover costs of duplicating records and making extensive searches required for the release of information in Ed 1003.03 and the exchange of information in Ed 1003.04.~~

Ed 1003.023 *Personally Identifiable Information (PII) and Other Personal Information and Data Collection.* In addition to the requirements of 34 CFR 361.38, the following shall apply to personally identifiable information (PII) and other personal information and data collection:

~~(a) The collection of personal information *PII and other personal information and data* by designated state unit NHVR personnel concerning applicants and eligible individuals shall be authorized by the applicant or individual through completion of a release of information permit containing the "*Application for Vocational Rehabilitation Services and Authorization to Release Information*" form, revised November 2020:~~

~~(1) Date;~~

~~(2) Applicant or individual's name;~~

~~(3) Signature;~~

~~(4) Social security number optional: may be required for eligibility for certain state and federal programs; and~~

~~(5) A statement authorizing release to the designated state unit of medical, psychological, psychiatric, educational, and vocational information necessary for the determination of eligibility and development and implementation of an individualized plan for employment.~~

***(c) The individual, or the individual's representative, shall complete and file the "Personal Information Form" revised November 2020;***

~~(bc)~~ The signature of the parent or guardian shall be required when the applicant or eligible individual is under 18 years old or has a legal guardian.

(c) The designated state unit **NHVR** shall collect personal information **PII and other personal information and data** under 29 U.S.C. 709(e), 29 U.S.C. 721(a)(6)(A), and 34 CFR 361.38. Failure by the applicant or eligible individual to provide sufficient personal information to the designated state unit **NHVR** to determine eligibility, or to prepare an individualized plan for employment **IPE** or to monitor progress of services provided, shall result in the case being closed.

Ed 1003.034 Release of Information. ***In addition to the requirements of 34 CFR 361.38, the following shall apply to the release of information:***

(a) ~~Personal information concerning the applicant or eligible individual shall not be released to any individual or organization except as authorized by the applicant, individual, or law. When personal information has been obtained from another agency or organization, it shall be released only by, or under the conditions established by, the other agency or organization. However, when such information has been used to make a determination regarding the applicant or eligible individual that is being contested through the hearing process it shall be available for release as evidence in the hearing unless precluded by law. By completing the form referenced in Ed 1003.03(a) above, an applicant or individual shall authorizes NHVR to release relevant information when requested in accordance with this section.~~

(b) ~~When requested in writing by the applicant or eligible individual or his or her representative, the designated state unit shall make all information in the record of vocational rehabilitation services accessible to the individual and release the information to him or her or the representative except when:~~

~~(1) Medical, psychological, or other information that the designated state unit determines might be harmful to the applicant or eligible individual after consultation with a qualified medical or mental health professional, in which case the information shall not be released directly to the applicant or individual but shall be provided to the applicant or individual through a third party chosen by the applicant or individual. The third party may include an advocate, a family member, or a qualified medical or mental health professional, unless a representative has been appointed by a court to represent the applicant or individual, in which case the information shall be released to the court appointed representative; or~~

~~(2) Personal information has been obtained from another agency or organization, in which case the information shall be released only by, or under the conditions established by, the other agency or~~

~~organization.~~ ***NHVR shall use PII only for the person's participation in the NHVR program, and shall safeguard and preserve the confidentiality of all PII and other personal information and data it possesses, including the way information is used within NHVR. Information shall be shared with other programs and agencies only with the individual's informed, written consent pursuant to Ed 1003.01 above, if the information is necessary for the program. If NHVR has received information from another source with restrictions or conditions for any further dissemination, NHVR shall release the information only under the conditions established by the other agency or organization;***

(c) ~~An applicant or eligible individual who believes that information in his or her record of services is inaccurate or misleading may request that the designated state unit amend the information. If the information is not amended, the request for an amendment shall be documented in the record of services, consistent with Ed 1010.16(a)(12).~~ ***PII and other personal information and data shall also be released for approved audit, evaluation, and research for purposes directly connected with vocational rehabilitation or for purposes which would significantly improve the quality of life for people with disabilities. The entity receiving the PII and other personal information and data shall assure that it will be kept confidential and shall be used only for the purpose indicated. The final product shall not reveal any PII and other personal information and data without the affected individual's informed written consent;***

(d) When a third party requests particular information about an applicant or eligible individual, the third party shall provide a written request signed by the applicant or individual or their guardian designating the third party as a representative who may have access to ~~client~~ ***the individual's PII and other personal information and data.*** Third parties may include attorneys, service providers, and other public or private agency or organizations; ***and***

(e) The request shall include:

- (1) The applicant's or eligible individual's name;
- (2) The information being requested;
- (3) The reasons why the ~~material~~ ***information*** is being requested; and
- (4) ~~The name of the individual, agency, or organization assuming responsibility for the information and giving assurance that the information will not be released to any other individual, agency or organization.~~

(5) ~~The request shall also include the following statement:~~

~~"I \_\_\_\_\_, hereby authorize the release of information for the purpose of providing vocational rehabilitation services relating to me which is in the custody or control of the New Hampshire Department of Education, Division of Career Technology and Adult Learning. I have considered and understand the implications of this waiver. The release of this information is more important to me than the loss of privacy which may result directly or indirectly from the release. I agree to hold harmless the New Hampshire Department of Education, Division of Career Technology and Adult Learning and their authorized representatives for any damages arising out the release of the information I am requesting~~ ***The signature of the applicant or individual. "***

(f) ~~Personal information shall be released under Ed 1003.03(g) only if the organization, agency, or individual assures that:~~

- ~~(1) The information will be used only for the purposes for which it is being provided;~~
- ~~(2) The information will be released only to persons officially responsible for conducting the audit, evaluation, or research;~~
- ~~(3) The information will not be released to the involved applicant or individual;~~
- ~~(4) The information will be managed in a manner to safeguard confidentiality; and~~
- ~~(5) The final product will not reveal any personal identifying information without the informed written consent of the involved applicant or individual or the applicant's or individual's representative.~~

~~(g) Upon receiving the informed written consent of the applicant or eligible individual or, if appropriate, the applicant's or individual's representative, the designated state unit shall release personal information to another agency or organization for its program purposes if:~~

- ~~(1) The information may be released to the involved applicant or individual or the applicant's or individual's representative; and~~
- ~~(2) The other agency or organization demonstrates that the information requested is necessary for its program.~~
- ~~(3) Medical or psychological information that the designated state unit **NHVR** determines might be harmful to the applicant or eligible individual shall be released only if the other agency or organization assures the designated state unit **NHVR** that the information will be used only for the purpose for which it is being provided and will not be further released to the applicant or individual.~~

~~(h) Personal information concerning the applicant or eligible individual shall be released to an organization, agency, or individual engaged in audit, evaluation, or research.~~

~~(i) The designated state unit shall release personal information as required by federal law.~~

~~(j) The designated state unit shall release personal information in response to investigations in connection with law enforcement, fraud, or abuse, unless expressly prohibited by federal or state laws or regulations, and in response to an order issued by a judge or other authorized judicial officer.~~

~~(k) The designated state unit shall release personal information in order to protect the applicant or eligible individual or others if the applicant or individual poses a threat to his or her safety or to the safety of others.~~

Ed 1003.045 Exchanging **PII and Other Personal Information and Data** with Other Parties.

(a) When the designated state unit **NHVR** is working with an agency or organization on behalf of an applicant or eligible individual, **PII and other personal information and data** shall be exchanged after obtaining a written release of information authorization described in Ed 1003.03(~~da~~)-(b), signed by the individual, or his or her parent or guardian if the individual is under 18 years old or has a legal guardian. For agencies and organizations having an agreement with the designated state unit **NHVR** to exchange **PII and other personal information and data**, said information regarding mutual applicants or eligible

individual's ***PII and other personal information and data*** shall be exchanged without obtaining an individual's release. The agencies and organizations having such cooperative agreements shall be identified by the ~~designated state unit~~ **NHVR** on the application for vocational rehabilitation services described in ~~Ed 1010.02~~ ***forms described in Ed 1003.03(a)-(b).***

(b) Agencies and organizations with which the ~~designated state unit~~ **NHVR** shall exchange information include but are not limited to:

- (1) The New Hampshire department of health and human services;
- (2) The New Hampshire department of labor, division of workers' compensation;
- (3) New Hampshire WORKS Partners established under the Workforce Investment Act of 1998, 29 U.S.C. 705 ***Innovation and Opportunity Act of 2014 (WIOA)***, as described in the cooperative agreement;
- (4) Community rehabilitation programs;
- (5) New Hampshire disability determination services; and
- (6) The Social Security Administration.

(c) In situations not covered by the provisions of Ed 1003.045(a), upon receiving the informed written consent of the applicant or eligible individual or, if appropriate, the applicant's or individual's representative, the ~~designated state unit~~ **NHVR** shall release personal ***PII and other personal information and data*** to another agency or organization for its program purposes only to the extent that the information shall be released to the involved applicant or individual or the applicant's or individual's representative and only to the extent that the other agency or organization demonstrates that the information requested is necessary for its program ***in accordance with 34 CFR 361.38(e)(1).***

***Ed 1003.06 Exceptions.*** When required by law, NHVR shall release ***PII or other personal information and data*** without an individual's written consent ***in accordance with 34 CFR 361.38(e)(2)-(5).***

#### ***PART Ed 10104 PROVISION AND SCOPE OF SERVICES REFERRALS AND APPLYING FOR SERVICES***

##### ***Ed 1004.01 Intention to Achieve an Employment Outcome.***

(a) ***During the application process, individuals shall be informed that vocational rehabilitation services are only provided if they intend to achieve an employment outcome. Individuals with disabilities shall be active partners with the vocational rehabilitation counselor and together work to establish employment outcomes and the steps to reach those goals.***

(b) An "employment outcome" means an individual entering, advancing in, or retaining:

- (1) ***Full time, or if appropriate part-time, competitive integrated employment;***
- (2) ***Supported employment that meets the definition of competitive integrated employment as defined in 34 CFR 361.5; or***

*(3) Other types of employment in competitive integrated settings consistent with the individual's employment factors, including customized employment, self-employment or business ownership, and telecommuting.*

***1004.02 Participant Involvement.*** *NHVR shall encourage the greatest degree of independence and responsibility, as desired by an individual. Individuals shall be encouraged to actively participate in developing their own IPE's, schedule their own appointments, complete investigatory assignments, and perform other tasks with the full support and guidance of their counselors, as needed.*

***Ed 10404.043 Processing Referrals and Applying for Services.*** *In addition to the provisions of 34 CFR 361.41, the following shall apply to referrals and applications for services:*

(a) ~~The designated state unit shall promptly and equitably handle referrals of individuals for vocational rehabilitation services, including referrals of individuals made through the One-Stop service delivery systems established under section 121 of the Workforce Investment Act of 1998, 29 U.S.C. 721(a)(6)(A) and 723(a)(6). Good faith efforts shall be made in a timely manner to inform these individuals of application requirements and to gather information necessary to initiate an assessment for determining eligibility and priority for services. Any individual who has a disability which results in a substantial impediment to employment shall be eligible to receive services from NHVR if determined eligible pursuant to Ed 1006;~~

(b) ~~The following minimum information shall be furnished for each individual who is referred to the designated state unit for vocational rehabilitation services~~ ***Referral information shall include the person's name, address, date of birth, and as much of the following information as is available:***

- ~~(1) Name and address;~~
- ~~(2) Referral Disability;~~
- ~~(3) Age and gender;~~
- ~~(4) Date of referral; and~~
- ~~(5) Source of referral~~
- (4) Social security number; and***
- (5) Race or ethnicity;***

(c) ***When referring an individual to NHVR for services, the referral source may, at the time of the referral, provide all necessary and available information related to the individual's disability and employment needs to expedite eligibility decisions and planning for services;***

(d) ***When information received from referral sources does not include name, address, date of birth, or a statement of informed consent, NHVR staff shall request that the referral source provide the data as well as other necessary information;***

(e) ***When referral information is received from a referral source other than the individual, without a signed application as described in (i)(1), or without a signed letter as described in (i)(2) requesting services, NHVR shall request the individual complete and file the application required in Ed 1003.03(a) above;***

*(f) Cooperative agreements and memoranda of understanding shall be established between NHVR and agencies enumerated in Ed 1003.05(b), which shall include specific referral criteria and processes to promote referral and shall be used pursuant to the agreements and MOUs;*

~~Ed 1010.02 Processing Applications:~~

~~(ag) Once an individual has submitted an application for vocational rehabilitation services, including applications made through common intake procedures in One Stop centers established under section 121 of the Workforce Investment Act of 1998, 29 U.S.C. 721(a)(6)(A) and 723(a)(6), an eligibility determination shall be made within 60 days, unless **An individual shall be considered to have submitted an application, which means that eligibility shall be determined within 60 calendar days, when the individual or the individual's representative, as appropriate:**~~

~~(1) Exceptional and unforeseen circumstances beyond the control of the designated state unit preclude making an eligibility determination within 60 days and the designated state unit and the individual agree to a specific extension of time; or **Has either:**~~

~~*a. Completed and signed NHVR's application required in Ed 1003.03(a) above;*~~

~~*b. Submitted a signed letter with the necessary information enumerated in Ed 1004.01(c); or*~~

~~*c. Has requested services verbally, because he or she cannot sign a form or letter due to a disability;*~~

~~(2) An exploration of the individual's abilities, capabilities, and capacity to perform in work situations is carried out in accordance with Ed 1010.07 or, if appropriate, an extended evaluation is carried out in accordance with Ed 1010.08. **Has provided information necessary to initiate an assessment to determine eligibility; and**~~

~~(3) **Is available to directly participate in and complete the assessment process.**~~

~~(b) If no agreement can be reached under subparagraph (a)(1), the eligibility determination shall be made on the available information **When applying for services, the individual shall provide information including, but not limited to, employment history, medical information, work status, or school records necessary to determine eligibility and shall be available to meet with, provide available information to, and to participate in assessments as necessary.**~~

~~(c) An individual shall be considered by the designated state unit to have submitted an application when the individual or the individual's representative, as appropriate:~~

~~(1) Has completed and signed a designated state unit application form;~~

~~(2) Has completed a common intake application form in a One Stop center requesting vocational rehabilitation services;~~

~~(3) Has provided to the designated state unit information necessary to initiate an assessment to determine eligibility and priority for services;~~

~~(4) Is available to complete the assessment process; or~~

~~(5) Has otherwise requested services from the designated state unit through a verbal request, a request through an interpreter, or a request from the individual's representative.~~

~~(d) The designated state unit shall ensure that its application forms are available throughout New Hampshire, particularly in the One Stop centers established under section 121 of the Workforce Investment Act of 1998, 29 U.S.C. 721(a)(6)(A) and 723(a)(6).~~

#### ***PART Ed 1005 ASSESSMENT***

***Ed 1005.01 Assessment: Generally. In addition to the requirements of 34 CFR 361.42, the following shall apply to assessments for determining eligibility and priority for services:***

***(a) The assessment process shall begin when an individual with a disability applies for NHVR services with the intent to reach an employment outcome.***

***(b) The assessment process shall be utilized for the following:***

***(1) To determine eligibility;***

***(2) To determine the significance of disability;***

***(3) To identify the scope of required services and supports to meet rehabilitation needs;***

***(4) To substantiate appropriateness for supported employment;***

***(5) To develop the individualized plan for employment (IPE);***

***(6) To determine progress during the implementation of the IPE; and***

***(7) To determine if the individual has achieved an employment outcome in a competitive integrated setting consistent with the individual's employment factors.***

***(c) The NHVR counselor shall, to the extent possible, use existing information to establish eligibility and develop the IPE. When additional information is needed the NHVR counselor shall provide additional assessment services or other assessment services shall be authorized. These services shall be conducted in the most integrated setting possible.***

***(d) An individual shall be accommodated to participate in the assessment process using the most appropriate mode of communication to enable the individual to comprehend and respond to information being communicated during the assessment process.***

***Ed 1005.02 Role of the Vocational Rehabilitation Counselor.***

***(a) The NHVR counselor shall:***

***(1) Collect, analyze, synthesize, and interpret available information;***

***(2) Engage the individual with a disability in the assessment process; and***

*(3) Develop a positive counseling and guidance relationship by making every effort to understand the individual's priorities during the assessment process.*

*(b) If additional information is needed, the NHVR counselor, along with the individual receiving services, shall decide how to obtain the information and establish appropriate timeframes for completion.*

*(c) The decision to pursue any additional assessments shall be fully discussed and explained to the individual.*

*(d) The NHVR counselor shall obtain only the information necessary for eligibility or service planning.*

*(e) The individual's active involvement shall be documented in the record of services.*

**Ed 1005.03 Individual's Participation in the Assessment Process.**

*(a) The individual shall be offered every opportunity to actively participate in the assessment and decision-making process.*

*(b) The individual shall:*

*(1) Work with the NHVR counselor to understand how the assessment process is used to determine eligibility, plan for services, and identify an employment outcome;*

*(2) Be available for assessment services and complete any agreed upon assessment activities within the timeframe established; and*

*(3) Participate in a discussion of the results and what they mean in terms of achieving an employment outcome.*

*(c) The individual shall have an opportunity to respond to assessment results and include a representative in any discussions.*

*(d) While the decision-making process shall be collaborative, decisions shall reflect the judgment of the NHVR counselor in accordance with Ed 1000 and 34 CFR 361.*

**Ed 1005.04 Focus on Functional Capacities and Employment Factors.**

*(a) Assessment shall focus on the overall functional capacities of the individual, particularly the strengths related to pursuing employment.*

*(b) Assessment shall include a review of the individual's disability and its impact on one or more functional capacities as described in Ed 1007.02(b)(2).*

*(c) The results of the assessment process shall then identify how one or more of these functional capacities impact the individual's unique employment factors as described in Ed 1006.02(d).*

*(d) Assessment shall specify what supports shall be provided to the individual to enhance strengths and overcome limitations.*

Ed 10405.035 Assessment for Determining Eligibility and Priority for Services.

(a) ~~In order to determine whether an individual is eligible for vocational rehabilitation services and the individual's priority under an order of selection for services in the event New Hampshire operates under an order of selection, the designated state unit shall conduct an assessment. *An assessment for determining eligibility and priority for services shall begin when an individual with a disability applies for NHVR services, as outlined in Ed 1004.03(g), with the intent to reach an employment outcome;*~~

(b) ~~The assessment shall be conducted in the most integrated setting possible, consistent with the individual's needs and informed choice, and in accordance with the provisions of Ed 1010.04 through Ed 1010.09. *An assessment and determination shall be completed within 60 days of receipt of one of the application types described in Ed 1004.03(g);*~~

(c) *Existing information shall be reviewed by the NHVR counselor to determine if the information is sufficient to determine eligibility and this shall include establishing the disability(ies), identifying the impediment to employment, and determining whether there is a need for vocational rehabilitation services.*

(d) *After the execution of the “Authorization to Disclose Information to NH Vocational Rehabilitation” form, revised November 2020, and all other applicable releases, written documentation of the person's disability shall be obtained. This documentation may be from treatment facilities, providers, medical and other diagnosticians, educational sources, federal or state agencies, therapists, and professionals who evaluate and report on functional limitations. Referrals made by other agencies may include information about the individual's disability, resulting functional limitations, and how it relates to the individual's employment needs.*

(e) *Individuals may obtain and provide documentation from their treating physician, certified treatment program, a licensed or certified practitioner skilled in the diagnosis and treatment of the disability, or other source that verifies the existence and extent of an impairment to assist with the eligibility determination process.*

(f) *If additional information is needed, the applicant and counselor shall decide how best to obtain the information and establish appropriate time frames. If the applicant is unable to provide appropriate evidence, NHVR shall obtain the required information as part of the assessment process.*

(g) *If not already completed, the applicant and counselor shall complete the form required in Ed 1003.03(b) during the assessment process using the information gathered before and during the process.*

(h) *Existing information shall be considered adequate if, in the NHVR counselor's judgment, it provides sufficient information to document the person's disability(ies) and employment factors, resulting impediments to employment, ability to benefit from services, and requirements for services.*

(i) *If an individual meets NHVR's eligibility criteria, eligibility shall not be delayed while waiting for information to be used for vocational planning purposes.*

(j) *A determination of eligibility shall not be a guarantee of the provision of specific services.*

Ed 1005.06 Assessment for Developing the Individualized Plan for Employment (IPE).

*(a) NHVR shall conduct an assessment for determining vocational rehabilitation needs for each eligible individual. The assessment shall be used to determine the employment outcome and the nature and scope of vocational rehabilitation services to be included in the IPE.*

*(b) A comprehensive assessment of the eligible individual shall be limited to information necessary to identify the rehabilitation needs of the eligible individual and to develop the individual's IPE as follows:*

*(1) Existing information shall be used as the primary source of information;*

*(2) Information provided by the individual and other sources shall be subject to the rules of confidentiality and release of information under Ed 1003 and 34 CFR 361.38;*

*(3) To the degree necessary, an assessment of the personality, interests, interpersonal skills, intelligence and related functional capacities, educational achievements, work experience, vocational aptitudes, personal and social adjustments, and employment opportunities of the individual, and the medical, psychiatric, psychological, and other pertinent vocational, educational, cultural, social, recreational, and environmental factors that affect the employment and rehabilitation needs of the individual;*

*(4) To the degree necessary, an appraisal of the patterns of work behavior of the individual and services needed for the individual to acquire occupational skills, and to develop work attitudes, work habits, work tolerance, and social and behavior patterns necessary for successful job performance, including the use of work in real job situations to assess and develop the capacities of the individual to perform adequately in a work environment; and*

*(5) Referral, where appropriate, for assistive technology services to assess and develop the capacities of the individual to perform in a work environment.*

***Ed 1005.07 Referral for Assessment Services.***

*(a) After a review of existing information, if additional information is needed, the NHVR shall refer the individual for assessment services conducted by an agency other than NHVR.*

*(b) When referring for assessment services, the NHVR counselor shall provide necessary information, through the most appropriate communication mode for the individual, which focuses on the individual's unique vocational needs. The referral shall include relevant background information about the individual's disability, previous education and work experience, available pertinent records, and existing reports, as appropriate.*

*(c) The NHVR counselor shall prepare the individual for the assessment in advance.*

*(d) The NHVR counselor shall assist the individual in understanding the findings and develop a plan.*

***PART Ed 1006 ELIGIBILITY FOR SERVICES***

*Ed 10406.041 ~~Eligibility Requirements~~. In addition to the requirements under 34 CFR 361.42 the following shall apply when determining eligibility and an individual's priority under an order of selection for services:*

~~(a) An applicant shall be determined eligible for vocational rehabilitation services if: ***A person requires vocational rehabilitation services when the individual, because of the substantial impediment to employment caused by their disability, cannot achieve an employment outcome consistent with an individual's employment factors without receiving vocational rehabilitation services. The services provided shall be essential and necessary to overcome the barriers to employment which are the direct result of the person's disability;***~~

~~(1) A determination is made by qualified personnel that the applicant has a physical or mental impairment;~~

~~(2) A determination is made by qualified personnel that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant;~~

~~(3) A determination is made by a vocational rehabilitation counselor employed by the designated state unit ***NHVR*** that the applicant requires vocational rehabilitation services to prepare for, secure, retain, or regain employment consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice; and~~

~~(4) A determination is made by the designated state unit ***NHVR*** that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.~~

~~(b) An applicant who meets the eligibility requirements in Ed 1010.04(a)(1) and (2) shall be deemed as being able to benefit in terms of an employment outcome unless the designated state unit demonstrates, based on clear and convincing evidence, that the applicant is incapable of benefiting in terms of an employment outcome from vocational rehabilitation services due to the severity of the applicant's disability. ***The counselor shall consider the following circumstances when determining if the individual requires NHVR services to reach an employment outcome:***~~

~~(1) ***The individual has transferable skills, which are consistent with the individual's employment factors, but the individual's disability prevents him or her from using those transferable skills to prepare for, secure, retain, advance in or regain employment;***~~

~~(2) ***The individual cannot access services that will allow him or her to achieve an employment outcome without vocational rehabilitation services;***~~

~~(3) ***The individual lost a job because of his or her disability, and this prevents him or her from finding other employment; and***~~

~~(4) ***The individual needs to pursue another job or career because the current position is contraindicated to the disability;***~~

~~(c) Any applicant who has been determined eligible for Social Security benefits under Title II or Title XVI of the Social Security Act shall be:~~

~~(1) Presumed to be eligible for vocational rehabilitation services under Ed 1010.04(a) and (b); and~~

~~(2) Considered to be an individual with a significant disability. For purposes of an assessment for determining eligibility and vocational rehabilitation needs under 34 CFR 361.42(a)(2), an individual shall be presumed to have a goal of an employment outcome.~~

~~(d) If an applicant for vocational rehabilitation services asserts that he or she is eligible for Social Security benefits under Title II or Title XVI of the Social Security Act and is therefore presumed eligible for vocational rehabilitation services under Ed 1010.04(c)(1), but is unable to provide appropriate evidence, such as an award letter, to support that assertion, the designated state unit shall verify the applicant's eligibility under Title II or Title XVI of the Social Security Act by contacting the Social Security Administration. This verification shall be made within a period of time that enables the designated state unit to determine the applicant's eligibility for vocational rehabilitation services within 60 days of the individual submitting an application for services in accordance with Ed 1010.02(a) and (c). A determination of eligibility shall not constitute a guarantee of the provision of specific services or of NHVR's financial support.~~

~~(e) Any eligible individual shall intend to achieve an employment outcome that is consistent with the applicant's:~~

- ~~(1) Unique strengths;~~
- ~~(2) Resources;~~
- ~~(3) Priorities;~~
- ~~(4) Concerns;~~
- ~~(5) Abilities;~~
- ~~(6) Capabilities;~~
- ~~(7) Interests; and~~
- ~~(8) Informed choice.~~

~~(f) The designated state unit NHVR shall inform individuals, through its application process for vocational rehabilitation services, that individuals who receive services under the program shall intend to achieve an employment outcome.~~

~~(g) The applicant's completion of the application process for vocational rehabilitation services shall be sufficient evidence of the individual's intent to achieve an employment outcome, and no additional demonstration on the part of the applicant shall be required for purposes of satisfying Ed 1010.04(e).~~

~~(h) Nothing in this section shall be construed to create an entitlement to any vocational rehabilitation service.~~

~~Ed 1010.05 Prohibited Factors. In making a determination of eligibility under Ed 1010.03 through Ed 1010.04 and under Ed 1010.06 through Ed 1010.09:~~

~~(a) No applicant or group of applicants shall be excluded or found ineligible solely on the basis of the type of disability; and~~

~~(b) The eligibility requirements shall be applied without regard to the:~~

- ~~(1) Age, gender, race, color, or national origin of the applicant;~~
- ~~(2) Type of expected employment outcome;~~
- ~~(3) Source of referral for vocational rehabilitation services;~~
- ~~(4) Particular service needs or anticipated cost of services required by an applicant; and~~
- ~~(5) The income level of an applicant or applicant's family.~~

***Ed 1006.02 Employment Factors.***

***(a) The NHVR counselor shall begin the eligibility process with the presumption that the individual can benefit from vocational rehabilitation services in terms of an employment outcome.***

***(b) Eligibility for services shall be determined in relationship to the individual's need for services to achieve an employment outcome consistent with the individual's employment factors as described in (d) below.***

***(c) Employment factors shall be assessed, documented, and considered together when determining eligibility and planning services, relying on existing information available from the individual and other sources, as well as situational assessments where appropriate. One employment factor alone shall not outweigh the other factors and each factor shall be balanced with the other components when assessing eligibility or planning for services.***

***(d) Employment factors shall be assessed and documented in the following categories:***

***(1) Strengths as demonstrated by the individual's positive attributes or inherent expertise related to an employment field such as intellectual aptitude, motivation, talents, work and volunteer experience, work skills, work-related hobbies and transferable life skills;***

***(2) Resources as demonstrated by the individual's sources of available support, including financial, social, information, and technological, on which the person can rely to prepare for and meet employment objectives. These resources could be available from the individual, the family, or other community or public sources;***

***(3) Priorities as demonstrated by the individual's consistency with and relationship to employment-related preferences, based on informed choice among available options;***

***(4) Concerns as demonstrated by the individual's employment-related issues that need to be considered in vocational planning such as financial, self-sufficiency, medical, residential, transportation and family considerations;***

***(5) Abilities as demonstrated by the individual's existing physical, mental, or functional capacity to successfully engage in employment through natural aptitude or acquired proficiency;***

***(6) Capabilities as demonstrated by the potential for an individual to develop the skills necessary for employment through the provision of vocational rehabilitation services;***

*(7) Interests as demonstrated by occupational areas on which an individual has focused special attention; and*

*(8) Informed choice as demonstrated by the active involvement of participants contributing to the success of and satisfaction with their employment goals in the selection of a long-term employment outcome, rehabilitation objectives, and vocational rehabilitation services including assessment services and service providers.*

~~Ed 1010.06 Review and Assessment of Data for Eligibility Determination.~~

~~(a) Except as provided in Ed 1010.07, the designated state unit *NHVR* shall base its determination of each of the basic eligibility requirements in Ed 1010.04 on:~~

~~(1) A review and assessment of existing data, including:~~

- ~~a. Counselor observations;~~
- ~~b. Education records;~~
- ~~c. Information provided by the individual or the individual's family;~~
- ~~d. Information used by education officials; and~~
- ~~e. Determinations made by officials of other agencies; and~~

~~(2) To the extent existing data do not describe the current functioning of the individual or are unavailable, insufficient, or inappropriate to make an eligibility determination, an assessment of additional data resulting from the provision of vocational rehabilitation services, including:~~

- ~~a. Trial work experiences;~~
- ~~b. Assistive technology devices and services;~~
- ~~c. Personal assistance services; and~~
- ~~d. Any other support services that are necessary to determine whether an individual is eligible.~~

~~(b) Except as provided in Ed 1010.07, the designated state unit shall base its presumption under Ed 1010.04(c) that an applicant who has been determined eligible for Social Security benefits under Title II or Title XVI of the Social Security Act satisfies each of the basic eligibility requirements in Ed 1010.04 on determinations made by the Social Security Administration.~~

Ed 10406.073 Trial Work Experiences for Individuals with Significant Disabilities.

(a) Prior to any determination that an individual with a disability is incapable of benefiting from vocational rehabilitation services in terms of an employment outcome because of the severity of that individual's disability, the designated state unit shall conduct an exploration of the individual's abilities, capabilities, and capacity to perform in realistic work situations to determine whether there is clear and convincing evidence to support such a determination. *Before an individual is determined unable to*

*benefit from vocational rehabilitation services because of the severity of the individual's disability, the NHVR counselor shall explore the individual's abilities, capabilities, and capacity to perform in work situations through trial work experiences;*

(b) ~~The designated state unit shall develop a written plan to assess periodically the individual's abilities, capabilities, and capacity to perform in work situations through the use of trial work experiences. Such trial work experience shall be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the individual. A trial work experience shall assess individuals with most significant disabilities by providing an opportunity to demonstrate their potential capacities through real work experiences;~~

(c) ~~Trial work experiences shall include supported employment, on-the-job training, and other experiences using realistic work settings. The trial work experiences shall provide an opportunity for a variety of experiences with on-the-job supports and training, including assistive technology, except when determined not appropriate for an individual to participate in such experience;~~

(d) ~~Trial work experiences shall be of sufficient variety and over a sufficient period of time for the designated state unit to determine that:~~ *If a trial work experience is not appropriate for an individual, the vocational rehabilitation counselor shall document in the case record the circumstances for that determination;*

(1) ~~There is sufficient evidence to conclude that the individual can benefit from the provision of vocational rehabilitation services in terms of an employment outcome; or~~

(2) ~~There is clear and convincing evidence that the individual is incapable of benefiting from vocational rehabilitation services in terms of an employment outcome due to the severity of the individual's disability.~~

(e) ~~The designated state unit shall provide appropriate supports, including assistive technology devices and services and personal assistance services, to accommodate the rehabilitation needs of the individual during the trial work experiences. The results of the trial work experience shall be used demonstrate that the individual can benefit from services or it shall enable the NHVR counselor to determine with clear and convincing evidence that the applicant cannot benefit from vocational rehabilitation services in terms of an employment outcome;~~

(f) *NHVR counselors shall enlist community rehabilitation providers through vocational assessments that include a situational assessment, community-based workplace assessments, work try-outs, and supported employment as a means to provide the required trial work experiences;*

(g) *NHVR counselors shall have a high degree of certainty before concluding that a person is incapable of benefiting from vocational rehabilitation services, and there shall be clear and convincing evidence for the conclusion. For purposes of this rule, clear and convincing evidence shall mean that no employment outcome is possible considering information from the trial work experience and more than one opinion considered and utilized as evidence; and*

(h) *A written plan for the trial work experience shall be outlined in the record of services that describes the services necessary to determine eligibility. Only services to determine eligibility or to determine the existence of clear and convincing evidence that the individual is incapable of benefiting from an employment outcome because of the severity of the disability shall be provided during a trial work experience. The written plan shall include the expected duration of services, identification of the*

*service provider, and how the experience will contribute to the determination of the individual's eligibility.*

**Ed 10406.084 ~~Extended Evaluation for Certain Individuals with Significant Disabilities~~ *Timeline for Determining Eligibility.***

(a) ~~If an individual cannot take advantage of trial work experiences or if options for trial work experiences have been exhausted before the designated state unit is able to make the determinations described in Ed 1010.07(d), the designated state unit shall conduct an extended evaluation to make these determinations. Pursuant to 34 CFR 361.41(b), an eligibility determination shall be made within 60 days of applying for services, as pursuant to Ed 1004.01(i) unless there are exceptional or unforeseen circumstances, or a trial work experience is necessary;~~

(b) ~~During the extended evaluation period, vocational rehabilitation services shall be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the individual. When eligibility cannot be determined within 60 days, as stated in (a) above, NHVR staff shall reach an agreement with the applicant to extend the 60-day time limit. The applicant shall be informed of:~~

*(1) The reasons for the delay and the steps necessary to reach an eligibility determination; and*

*(2) A date for which eligibility shall be determined;*

(c) ~~During the extended evaluation period, the designated state unit shall develop a written plan for providing services necessary to make a determination under Ed 1010.07(d). If the determination will be delayed beyond the projected date, staff shall work with the applicant to resolve any impediments. A new projected date for eligibility determination shall be based on the anticipated time frame to collect the necessary information;~~

(d) ~~During the extended evaluation period, the designated state unit shall provide only those services that are necessary to make the determination described in Ed 1010.07(d) and shall terminate extended evaluation services when the designated state unit is able to make the determination. If an agreement to extend the timeline for determination cannot be achieved one of the following shall apply:~~

*(1) If the delay is not due to the individual's refusal to provide information, but rather to the individual's unavailability to provide additional information or participate in additional assessment for determining eligibility, the case shall be closed pursuant to 1003.03(d), and the individual shall be fully informed of his or her right to an administrative review, mediation and impartial hearing and assistance as described in Ed 1021;*

*(2) If the delay is due to the individual declining to provide additional information or participate in additional assessment activities after initial documentation is received, the eligibility decision shall be made as quickly as possible and the individual shall be fully informed of his or her right to an administrative review, mediation and impartial hearing and assistance as described in Ed 1021; or*

*(3) If the delay is due to the individual's refusal to provide information, the case shall be closed pursuant to 1003.03(d), and the individual shall be fully informed of his or her right*

*to an administrative review, mediation and impartial hearing and assistance as described in Ed 1021.*

~~Ed 1010.09 Data for Determination of Priority for Services under an Order of Selection.~~

~~(a) If the designated state unit is operating under an order of selection for services as provided in Ed 1006, the designated state unit shall base its priority assignments on:~~

~~(1) A review of the data that was developed under Ed 1010.06 and Ed 1010.07 to make the eligibility determination; and~~

~~(2) An assessment of additional data, to the extent necessary.~~

***Ed 1006.05 Eligibility Determination. Except as provided in Ed 1006.04(b) through (d), within 60 days of an individual's application for services pursuant to Ed 1004.01(g) NHVR shall notify the individual regarding eligibility as follows:***

***(a) When sufficient information and documentation exists to determine eligibility, that the applicant is eligible for services, and planning for services continues;***

***(b) When eligibility cannot be determined because of the severity of the person's disability, that a written plan shall be developed for the services to be provided during a trial work experience to determine if the individual can benefit from NHVR services;***

***(c) When sufficient information and documentation exists to determine that the applicant:***

***(1) Does not have a disability;***

***(2) Does not have a substantial impediment to employment;***

***(3) Is unable to benefit from vocational rehabilitation services in terms of an employment outcome because of the severity of the disability, justified by clear and convincing evidence demonstrated by a trial work experience pursuant to Ed 1006.03; or***

***(4) Does not require services.***

~~Ed 10406.406 Procedures for Provisions of an Ineligibility Determination. NHVR shall comply with 34 CFR 361.43 when making an ineligibility determination.~~

~~(a) If the designated state unit determines that an applicant is ineligible for vocational rehabilitation services or determines that an individual receiving services under an individualized plan for employment is no longer eligible for services, the designated state unit shall:~~

~~(1) Make the determination only after providing an opportunity for full consultation with the individual or, as appropriate, with the individual's representative;~~

~~(2) Inform the individual in writing, supplemented as necessary by other appropriate modes of communication consistent with the informed choice of the individual, of:~~

~~a. The ineligibility determination, including the reasons for that determination;~~

~~b. The requirements under this section; and~~

~~e. The means by which the individual may express and seek remedy for any dissatisfaction, including the procedures for review of designated state unit NHVR personnel determinations in accordance with Ed 1004;~~

~~(3) Provide the individual with a description of services available from a client assistance program established under 34 CFR 370 and with information on how to contact that program;~~

~~(4) Refer the individual:~~

~~a. To other programs that are part of the One Stop service delivery system under the Workforce Investment Act, 29 U.S.C 705, that can address the individual's training or employment related needs; or~~

~~b. To local extended employment providers if the ineligibility determination is based on a finding that the individual is incapable of achieving employment; and~~

~~(5) Review within 12 months and annually thereafter if requested by the individual or, if appropriate, by the individual's representative any ineligibility determination that is based on a finding that the individual is incapable of achieving an employment outcome.~~

~~(b) The review required under Ed 1010.10(a)(5) shall not be conducted in situations in which the individual has refused it, the individual is no longer present in New Hampshire, the individual's whereabouts are unknown, or the individual's medical condition is rapidly progressive or terminal.~~

~~Ed 10406.4407 Closure without Eligibility Determination. Pursuant to 34 CFR 361.44 the designated state unit NHVR shall not close an applicant's record of services prior to making an eligibility determination unless the applicant declines to participate in, or is unavailable to complete, an assessment for determining eligibility and priority for services, and the designated state unit NHVR has made a minimum number of 2 attempts to contact the applicant or, if appropriate, the applicant's representative to encourage the applicant's participation.~~

## ***PART Ed 1007 SIGNIFICANCE OF DISABILITY***

### ***Ed 1007.01 Significance of Disability Categories.***

***(a) NHVR shall assign and track levels of significance of disabilities to ensure vocational rehabilitation services for individuals with significant disabilities, and, when NHVR is unable to provide vocational rehabilitation services to all eligible individuals, establish priority categories to enable NHVR to transition services when an order of selection is necessary.***

***(b) The NHVR counselor shall identify an individual as having a most significant, significant, or less significant disability using existing information without delaying the eligibility decision based on criteria including, but not limited to:***

***(1) The individual's functional capacities;***

***(2) The services needed to reduce the impact of disability-related limitations; and***

*(3) The duration of the rehabilitation services required for the individual to achieve an employment outcome.*

*(c) Significance of disability shall not be based on a specific diagnosis or disability and the determination may be changed any time NHVR becomes aware of additional relevant information consistent with the requirements of Ed 1007.02 during the life of the case.*

*(d) Significance of disability shall be categorized as follows:*

*(1) Individuals with a most significant disability as defined in Ed 1002.01(e);*

*(2) Individuals with a significant disability as defined in 34 CFR 361.5(30); and*

*(3) Individuals without a significant disability.*

***Ed 1007.02 Determining Significance of Disability.***

*(a) Significance of disability shall be determined by reviewing the following 3 criteria:*

*(1) Serious limitations to functional capacity;*

*(2) More than one rehabilitation service required to reduce the impact of limitations on employment; and*

*(3) Duration of services for 6 months or more.*

*(b) The following shall apply to serious functional limitations:*

*(1) “Serious limitation” means a reduction, due to a severe physical or mental impairment, to the degree that the individual requires services or accommodations not typically made for other individuals in order to prepare for, enter into, engage in, advance in, or retain competitive integrated employment; and*

*(2) Functional capacities to be considered shall include, but not be limited to:*

*a. Mobility which shall refer to a person’s ability to move to and from work or within a work environment including walking, climbing, coordination, accessing and using transportation, and use of spatial and perceptual relationships;*

*b. Communication which shall refer to a person’s ability to transmit and receive information through spoken, written, or other non-verbal means;*

*c. Self-care which shall refer to a person’s ability to perform activities of daily living, to participate in training or work-related activities, including eating, toileting, grooming, dressing, cooking, shopping, washing, housekeeping, financial management, and health and safety needs;*

*d. Self-direction which shall refer to a person’s ability to independently plan, learn, reason, problem solve, memorize, initiate, organize, and make decisions in order to allow individuals to assimilate information and learn specific skills related to job functions;*

*e. Interpersonal skills which shall refer to a person's ability to establish and maintain personal, family, or community relationships as the skills affect job performance;*

*f. Work tolerance which shall refer to a person's capacity to meet the demands of the workplace regardless of the work skills already possessed by the individual and where limitations may be due to physical disability, stamina and fatigue, effects of medication, or psychological factors;*

*g. Motor skills which shall refer to a person's purposeful movement and control of the body and its members to achieve specific results to the degree necessary to get and keep a job; and*

*h. Work skills which shall refer to a person's ability to perform specific tasks required to carry out job functions, the capacity to benefit from training in the necessary skills, and the capacity to practice the work habits needed to stay employed.*

*(c) Only those services that are necessary, as a direct result of the disability, shall be included in the determination of the significance of disability, including without limitation:*

*(1) Agency provided services;*

*(2) Assistive technology or rehabilitation technology;*

*(3) Job or training accommodations other than assistive technology;*

*(4) Job-related services or community rehabilitation program (CRP) services;*

*(5) Physical restoration services, mental restoration services, or both;*

*(6) Reader, rehabilitation technology, and orientation and mobility for individuals who are blind;*

*(7) Supported employment; and*

*(8) Vocational or college training;*

*(d) Assessment services, counseling and guidance, and job placement services are required by all individuals to meet a specific employment outcome, and can be provided by others as comparable benefits and services, but shall not be considered when determining significance of disability.*

*(e) A determination that services will be required for an extended period of time shall be made when required services are expected to last six or more months after eligibility is determined.*

*(f) An individual who has a disability and is receiving supplemental security income (SSI) or social security disability insurance (SSDI) benefits, as determined by the social security administration (SSA), shall be presumed to have at least a significant disability. Further review by the NHVR counselor of the individual's functional capacities may result in a determination that the individual has a most significant disability and changes to disability designation may occur any time additional information becomes available.*

***PART Ed 1008 INDIVIDUALIZED PLAN FOR EMPLOYMENT***

Ed 10408.012 ~~Development of the Individualized Plan for Employment (IPE); Generally.~~

(a) ~~An individualized plan for employment meeting the requirements of this section and Ed 1010.13 shall be developed and implemented in a timely manner for each individual determined to be eligible for vocational rehabilitation services or, if the designated state unit is operating under an order of selection in accordance with Ed 1006, for each eligible individual to whom the designated state unit is able to provide services. Services shall be provided in accordance with the provisions of the individualized plan for employment. ***The IPE shall contain a written plan consistent with the requirements of 34 CFR 361.45(d)(2)(i), to include the steps that shall measure progress toward the employment outcome.***~~

(b) ~~The designated state unit shall conduct an assessment for determining vocational rehabilitation needs for each eligible individual or, if the designated state unit is operating under an order of selection, for each eligible individual to whom the designated state unit is able to provide services. The purpose of this assessment shall be to determine the employment outcome, and the nature and scope of vocational rehabilitation services to be included in the individualized plan for employment. ***The IPE shall outline how the individual shall achieve a specific employment outcome in accordance with 34 CFR 361.45(b)(2).***~~

(c) ~~The individualized plan for employment shall be designed to achieve a specific employment outcome that is selected by the individual consistent with the individual's: ***The individual shall be informed of his or her rights and responsibilities and the steps necessary to achieve an employment outcome during the process of developing the IPE.***~~

~~(1) Unique strengths;~~

~~(2) Resources;~~

~~(3) Priorities;~~

~~(4) Concerns;~~

~~(5) Abilities;~~

~~(6) Capabilities;~~

~~(7) Interests; and~~

~~(8) Informed choice.~~

(d) ~~The designated state unit shall provide the following information to each eligible individual or, as appropriate, the individual's representative, in writing and, if appropriate, in the native language or mode of communication of the individual or the individual's representative: ***The NHVR counselor and the eligible individual shall agree on the criteria to evaluate progress toward the employment outcome.***~~

~~(1) Information on the available options for developing the individualized plan for employment, including the option that an eligible individual or, as appropriate, the individual's representative may develop all or part of the individualized plan for employment with or without assistance from the designated state unit or other entity or individual; and~~

- (2) ~~Additional information to assist the eligible individual or, as appropriate, the individual's representative in developing the individualized plan for employment, including:~~
- ~~a. Information describing the full range of components that shall be included in an individualized plan for employment;~~
  - ~~b. As appropriate to each eligible individual:
    - ~~1. An explanation of the criteria in Ed 1008 for determining an eligible individual's financial commitments under an individualized plan for employment;~~
    - ~~2. Information on the availability of assistance in completing designated state unit forms required as part of the individualized plan for employment; and~~
    - ~~3. Additional information that the eligible individual requests or the designated state unit determines to be necessary to the development of the individualized plan for employment;~~~~
  - ~~c. A description of the rights and remedies available to the individual, including, if appropriate, recourse to the processes described in Ed 1004; and~~
  - ~~d. A description of the availability of a client assistance program established under 34 CFR 370 and information on how to contact the client assistance program.~~
- (e) ~~The individualized plan for employment shall be:~~
- ~~(1) A written document prepared on forms provided by the designated state unit that contain the information in Ed 1010.13;~~
  - ~~(2) Developed and implemented in a manner that gives eligible individuals the opportunity to exercise informed choice, consistent with Ed 1012, in selecting:
    - ~~a. The employment outcome, including the employment setting;~~
    - ~~b. The specific vocational rehabilitation services needed to achieve the employment outcome, including the settings in which services will be provided;~~
    - ~~c. The entity or entities that will provide the vocational rehabilitation services; and~~
    - ~~d. The methods available for procuring the services;~~~~
  - ~~(3) Agreed to and signed by the eligible individual or, as appropriate, the individual's representative;~~
  - ~~(4) Approved and signed by a vocational rehabilitation counselor or other qualified personnel employed by the designated state unit;~~
  - ~~(5) Provided to the eligible individual along with a copy of any amendments to the individualized plan for employment in writing or, as appropriate, to the individual's representative, and, if appropriate, in the native language or mode of communication of the individual;~~

~~(6) Reviewed at least annually by a vocational rehabilitation counselor or other qualified personnel and the eligible individual or, as appropriate, the individual's representative to assess the eligible individual's progress in achieving the identified employment outcome;~~

~~(7) Amended, as necessary, by the individual or, as appropriate, the individual's representative as follows:~~

~~a. The individualized plan for employment shall be amended in collaboration with a representative of the designated state unit or a vocational rehabilitation counselor or other qualified personnel, to the extent determined to be appropriate by the individual;~~

~~b. The individualized plan for employment shall be amended if there are substantive changes in the employment outcome, the vocational rehabilitation services to be provided, or the providers of the vocational rehabilitation services; and~~

~~c. Amendments to the individualized plan for employment shall not take effect until agreed to and signed by the eligible individual or, as appropriate, the individual's representative and by a vocational rehabilitation counselor employed by the designated state unit *NHVR*; and~~

~~(8) Developed for a student with a disability receiving special education services:~~

~~a. In consideration of the student's individualized education plan; and~~

~~b. In accordance with the plans, policies, procedures, and terms of the interagency agreement required under the state plan.~~

~~(f) The designated state unit shall establish and implement standards for the prompt development of individualized plan for employment for the individuals identified under Ed 1010.12(a), including timelines that take into consideration the needs of the individuals.~~

~~(g) To the extent possible, the employment outcome and the nature and scope of rehabilitation services to be included in the individual's individualized plan for employment shall be determined based on the data used for the assessment of eligibility and priority for services under Ed 1010.03 through Ed 1010.09 without a comprehensive assessment.~~

~~(h) The individualized plan for employment shall be prepared based on a comprehensive assessment as follows:~~

~~(1) If additional data are necessary to determine the employment outcome and the nature and scope of services to be included in the individualized plan for employment of an eligible individual, the division shall conduct a comprehensive assessment of the unique:~~

~~a. Strengths;~~

~~b. Resources;~~

~~c. Priorities;~~

~~d. Concerns;~~

e. Abilities;

f. Capabilities;

g. Interests; and

h. Informed choice, including the need for supported employment services, of the eligible individual, in the most integrated setting possible, and consistent with the informed choice of the individual in accordance with the provisions of 34 CFR 361.5(b)(6)(ii); and

(2) In preparing the comprehensive assessment, the designated state unit shall use, to the maximum extent possible and appropriate and in accordance with confidentiality requirements, existing information that is current as of the date of the development of the individualized plan for employment, including:

a. Information available from other programs and providers, including information used by education officials and the Social Security Administration;

b. Information provided by the individual and the individual's family; and

c. Information obtained under the assessment for determining the individual's eligibility and vocational rehabilitation needs.

Ed 10408.1302 Content of the Individualized Plan for Employment *Timelines for IPE Development*.

(a) Each individualized plan for employment shall include: *The IPE shall be developed as soon as possible, within 90 days of the determination of eligibility pursuant to Ed 1006.*

(1) A description of the specific employment outcome that is chosen by the eligible individual and that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests, and informed choice;

(2) A description of the specific rehabilitation services under Ed 1010.15 that are:

a. Needed to achieve the employment outcome, including, as appropriate, the provision of assistive technology devices, assistive technology services, and personal assistance services, including training in the management of those services; and

b. Provided in the most integrated setting that is appropriate for the services involved and that is consistent with the informed choice of the eligible individual;

(3) Timelines for the achievement of the employment outcome and for the initiation of services;

(4) A description of the entity or entities chosen by the eligible individual or, as appropriate, the individual's representative that will provide the vocational rehabilitation services and the methods used to procure those services;

~~(5) A description of the criteria that will be used to evaluate progress toward achievement of the employment outcome; and~~

~~(6) The terms and conditions of the individualized plan for employment, including, as appropriate, information describing:~~

~~a. The responsibilities of the designated state unit;~~

~~b. The responsibilities of the eligible individual, including:~~

~~1. The responsibilities the individual will assume in relation to achieving the employment outcome;~~

~~2. If applicable, the extent of the individual's participation in paying for the cost of services; and~~

~~3. The responsibility of the individual with regard to applying for and securing comparable services and benefits as described in Ed 1007; and~~

~~c. The responsibilities of other entities as the result of arrangements made pursuant to the comparable services or benefits requirements in Ed 1007.~~

~~(b) An individualized plan for employment for an individual with a most significant disability for whom an employment outcome in a supported employment setting has been determined to be appropriate shall: ***If the NHVR counselor anticipates the IPE development will be delayed, the eligible individual shall be informed of, and the NHVR counselor shall document in the record of services, the:***~~

~~(1) Specify the supported employment services to be provided by the designated state unit ***Reasons for the delay;***~~

~~(2) Specify the expected extended services needed, which may include natural supports provided through the people and environments a person encounters that enhance the potential for inclusion more effectively than relying on specialized services and personnel, such as: ***Steps necessary to complete the development of the IPE***~~

~~a. Relationships with coworkers;~~

~~b. The social support of family and friends;~~

~~c. Social networks; and~~

~~d. Established resources within one's community including religious centers, recreational activities and support groups;~~

~~(3) Identify the source of extended services or, to the extent that it is not possible to identify the source of extended services at the time the individualized plan for employment is developed, include a description of the basis for concluding that there is a reasonable expectation that those sources will become available ***Date for which the IPE shall be completed; and***~~

- ~~(4) Provide for periodic monitoring to ensure that the individual is making satisfactory progress toward meeting the weekly work requirement established in the individualized plan for employment by the time of transition to extended services *Completion of the “IPE Extension Form”, August 2020;*~~
- ~~(5) Provide for the coordination of services provided under an individualized plan for employment with services provided under other individualized plans established under other federal or state programs;~~
- ~~(6) To the extent that job skills training is provided, identify that the training will be provided on site; and~~
- ~~(7) Include placement in an integrated setting for the maximum number of hours possible based on the unique:~~
- ~~a. Strengths;~~
  - ~~b. Resources;~~
  - ~~c. Priorities;~~
  - ~~d. Concerns;~~
  - ~~e. Abilities;~~
  - ~~f. Capabilities;~~
  - ~~g. Interests; and~~
  - ~~h. Informed choice of individuals with the most significant disabilities.~~
- ~~(c) The individualized plan for employment for each individual shall contain, as determined to be necessary, statements concerning:~~
- ~~(1) The expected need for post employment services prior to closing the record of services of an individual who has achieved an employment outcome;~~
  - ~~(2) A description of the terms and conditions for the provision of any post employment services; and~~
  - ~~(3) If appropriate, a statement of how post employment services will be provided or arranged through other entities as the result of arrangements made pursuant to the comparable services or benefits requirements in Ed 1007.~~
- ~~(d) The individualized plan for employment for a student with a disability who is receiving special education services shall be coordinated with the individualized education plan of that individual in terms of the goals, objectives, and services identified in the individualized education plan.~~
- ~~(e) Notwithstanding the content of the individualized plan for employment set out above, the designated state unit of vocational rehabilitation, department of education shall not fund or assist in the~~

~~funding of intensive hospitalization or surgery including, but not limited to, organ or bone marrow transplantations pursuant to Chapter 252:2 of the laws of 1993 as set forth in Ed 1010.13.~~

***Ed 1008.03 Basic Requirements of the IPE.***

***(a) The eligible individual and the counselor shall develop the IPE based on results of the planning that began during the assessment for determining eligibility pursuant to Ed 1005 and Ed 1006.***

***(b) An approved IPE shall confirm the agreement between the individual and the counselor regarding the employment outcome and the VR services necessary to achieve that goal as follows:***

***(1) The IPE shall be agreed to and signed by the eligible individual and reviewed, approved, and signed by the counselor or supervisor before implementation of the IPE;***

***(2) Any amendments to the individual's employment outcome, services provided, provider of services, or increase in the cost of services shall be considered a substantive or major change to an individual's IPE and shall be agreed to and signed as outlined in (1) above;***

***(3) To the maximum extent possible, a written copy of the IPE, including any amendments, shall be provided to the individual in the native language or mode of communication of the individual; and***

***(4) The IPE shall be reviewed as often as necessary, but shall be reviewed at least annually by the individual and the counselor.***

***Ed 1008.04 Contents of the IPE. In addition to the requirements of 34 CFR 361.45, the following shall apply to the contents of an IPE:***

***(a) NHVR shall comply with the provisions of 34 CFR 361.46 in developing the content of the IPE, except that the NHVR shall not fund or assist in the funding of intensive hospitalization or surgery including, but not limited to, organ or bone marrow transplantations pursuant to Chapter 252:2 of the laws of 1993;***

***(b) The IPE shall contain information necessary for an individual to understand their rights, responsibilities, expected actions, service(s), service provider(s), and criteria to evaluate progress toward reaching the employment outcome, including:***

***(1) The employment outcome of the eligible individual based on assessments described in Ed 1005;***

***(2) Specific vocational rehabilitation services required and agreed to by the individual and the counselor to achieve the employment outcome including the start and end dates for each service;***

***(3) A description of criteria to evaluate progress toward achievement of the employment outcome such as timelines and a description of the steps or benchmarks to be reached by such timelines;***

***(4) The service provider(s);***

*(5) An explanation of the extent to which the individual and family shall contribute to the cost of services and the extent to which comparable benefits and services shall be available to the person receiving services;*

*(6) The responsibilities of the individual and the counselor to implement the IPE, such as the individual maintaining a particular attendance pattern during training, or contacting the counselor on an agreed upon schedule;*

*(7) Post-employment services that the individual shall need once employed;*

*(8) Information regarding the individual's rights and how to express and resolve any dissatisfaction through due process as described in Ed 1021; and*

*(9) Information regarding the availability of the local CAP.*

*Ed 1008.05 Options for Development of the IPE. In accordance with 34 CFR 361.45(c)(1), the following applies to the options for development of the IPE:*

*(a) As soon as possible after determining eligibility, not to exceed 15 business days, the individual shall be notified in writing of the options available to the eligible individual for developing all or part of the IPE;*

*(b) The individual may combine any of the options, and take on a greater degree of responsibility for the IPE, or receive increased assistance from NHVR over the course of time;*

*(c) The individual shall choose one or more of the following methods to develop the IPE:*

*(1) Without assistance from NHVR;*

*(1) With assistance from a NHVR counselor; and*

*(2) With technical assistance from other sources such as independent living centers, school guidance counselors, parents, friends, or community rehabilitation programs, which shall include the organizations and individuals receiving a copy of the IPE.*

*(d) Regardless of the option chosen in (b) above, the counselor shall be responsible for reviewing and approving all IPEs, including any proposed changes, and shall provide counseling and guidance to the eligible individual.*

*(e) The individual shall be informed of:*

*(1) The required content or components of the IPE;*

*(2) The requirement that the counselor shall review and approve the IPE and that the IPE shall be signed by both the counselor and the eligible individual prior to implementation;*

*(3) The financial commitments for the services in the IPE, including information about NHVR administrative rules on economic need, comparable benefits, and service purchase;*

*(4) Additional information the eligible individual requests or NHVR determines to be necessary to complete an IPE;*

*(5) The rights and responsibilities of the individual in carrying out the IPE, including remedies available through due process pursuant to Ed 1021; and*

*(6) The availability of the CAP and how to contact the CAP provider.*

***Ed 1008.06 Counseling and Guidance During IPE Development.***

*(a) The counselor shall facilitate the development of the IPE by engaging the eligible individual through counseling and guidance to identify the employment outcome and the steps and services needed to reach that goal.*

*(b) The counselor shall be responsible for reviewing and approving all IPEs, including any proposed changes.*

*(c) NHVR shall be responsible for coordinating and monitoring the services provided under the IPE.*

*(d) When jointly developing the IPE with the eligible individual, the counseling and guidance shall focus on options including, but not limited to:*

*(1) Exploring the impact of the disability and options and resources which ~~can~~ allow the individual to achieve an employment outcome;*

*(2) Engaging in assessment activities that identify the individual's rehabilitation needs and help the individual make informed choices about employment options and the employment outcome;*

*(3) Using current labor market information to help identify a potential employment outcome;*

*(4) Identifying an employment goal consistent with abilities, interests, rehabilitation goals and labor market information;*

*(5) Developing positive employment attitudes and behaviors;*

*(6) Explaining services available through various community resources;*

*(7) Identifying needed services and coordinating referrals as appropriate;*

*(8) Developing job-seeking and networking skills; and*

*(9) Monitoring post-employment adjustment to determine need for additional services.*

***Ed 1008.07 Secondary Students with Disabilities.***

*(a) Students with disabilities shall be referred to NHVR by school districts when the school's assessment and planning process concerning the individual indicates that NHVR services shall be necessary for the students to successfully achieve employment, either immediately upon leaving school or following additional vocational training, postsecondary education, or other services.*

*(b) For students with disabilities who are not receiving special education services, NHVR staff shall work with school guidance counselors, nursing staff, or section 504 coordinators for appropriate referrals.*

*(c) Parents and students may directly apply for services from NHVR without a referral from the school.*

*(d) For students with disabilities receiving special education services who are determined eligible for vocational rehabilitation services, IPEs shall be developed prior to their exiting the secondary program, or within 90 days of eligibility determination, whichever occurs first.*

*(e) Students not already assessed, or with an incomplete assessment, by the student's special education team shall require assessment services prior to identifying an employment outcome and determining the specific vocational rehabilitation services in an IPE. In these circumstances, the NHVR counselor shall document the specific assessment activities and services conducted to develop the IPE and how this will affect the timeframe for IPE development.*

*(f) NHVR staff shall take the following steps in developing an IPE for a secondary student with disabilities:*

*(1) NHVR staff shall review school information and reports to determine if there is transition information contained in the student's IEP, and if appropriate, include the information in the IPE, including, but not limited to:*

*a. Assessment information;*

*b. Employment outcome; and*

*c. A description of vocationally-related services;*

*(2) The IPE shall reflect NHVR funded services when they contribute to the achievement of a post-school employment goal and are coordinated with the student's educational plan. The counselor shall determine that these services shall be required to enable the individual to achieve the post-school employment goal and that those specific NHVR services shall not be the program or fiscal responsibility of the school district; and*

*(3) The results of the planning by NHVR shall be made available to the school liaison, with a signed release of information from the parent or adult student, pursuant to Ed 1003. The NHVR shall ensure the student's IEP contains school services that will contribute to the success of the student's plan.*

*Ed 1008.08 IPE and Supported Employment. For individuals with the most significant disabilities for whom an employment outcome in a supported employment setting is determined to be appropriate, the IPE shall also include the following:*

*(a) A description of the extended services needed, including natural supports when necessary;*

*(b) The source of extended services, or if not possible during the development of the IPE, an explanation of why there is a reasonable expectation that such sources shall be available; and*

*(c) Coordination of NHVR services with vocationally-relevant services provided under other individualized plans under related federal or state programs, which shall be documented in the record of services.*

*Ed 1008.09 IPE Documentation Requirements. The following areas shall be documented in the case note, and the NHVR shall indicate any opportunities that the individual was afforded to exercise informed choice pursuant to Ed 1013:*

*(a) Employment outcome development, including, but not limited to:*

- (1) The employment outcome selected by the individual in developing the IPE;*
- (2) The rationale for that goal, based on the employment factors, as describe in Ed 1006.02;*
- (3) The results of assessment services;*
- (4) The alternatives considered by or with the individual;*
- (5) If applicable, the coordination with the individual education program (IEP), or if coordination with the IEP cannot be realized in the IPE, the case note shall contain the reason;*
- (6) The level of integration in the employment outcome; and*
- (7) Discussion of rehabilitation technology, accommodations, support services, and transportation considerations pursuant to Ed 1006 and Ed 1007;*

*(b) Service options, including, but not limited to:*

- (1) The rationale that describes why the planned services are required to reach the employment outcome;*
- (2) Vocational rehabilitation services;*
- (3) The cost effectiveness of the service selected;*
- (4) Service providers;*
- (5) The level of integration in the settings in which services shall be provided;*
- (6) The need for extended services; and*
- (7) The need for post-employment services;*

*(c) Comparable benefits that indicate the availability of resources that shall be used to help pay the costs of vocational rehabilitation services;*

*(d) An indication of the result of, or the exemption from, the financial need determination when services are to be provided contingent on financial need as described in Ed 1006;*

***(e) Impact on financial benefits, including, but not limited to:***

- (1) A description of the availability of benefits counseling, work incentive planning and advisement resources, and the option for referral to these programs, as needed, concurrent with the implementation of the IPE;***
- (2) Employment earnings that may have an impact on supplemental security income (SSI), social security disability insurance (SSDI), temporary assistance for needy families (TANF), medicaid, medicare, housing subsidies, and other public benefits; and***
- (3) The availability of work incentive programs, including, but not limited to social security trial work period and on-going medicaid coverage; and***
- (f) The need for the provision of assistive technology devices, assistive technology services, and personal assistance services, including training in the management of those services.***

***Ed 1008.10 Preparing the Original IPE.***

- (a) The original IPE shall be completed based on the existing information and comprehensive assessment that identifies the employment outcome and the nature and scope of NHVR services.***
- (b) The IPE, or explanation of the IPE, shall be provided in the primary language or mode of communication of the eligible individual.***
- (c) When completing the “New Hampshire Vocational Rehabilitation Individualized Plan for Employment” form, revised August 2020, the NHVR counselor shall adhere to the following guidelines:***
  - (1) The original IPE date shall be on or after the eligibility date, and on or before the start of services;***
  - (2) The employment outcome shall be as specific as possible;***
  - (3) The anticipated month and year the eligible individual is expected to reach the employment outcome shall include the 90-day employment period prior to case closure;***
  - (4) Planned services shall be discussed with the eligible individual and all services that the individual needs during the rehabilitation process shall be included in the IPE;***
  - (5) For supported employment services, the extended services provider and the funding source shall be entered on the IPE if known at the time. If a provider cannot be identified by the time the document is to be signed, but there is a reasonable expectation that such a provider will become available, then a description of the basis for concluding that there is a reasonable expectation that those sources will become available shall be documented in the in the IPE;***
  - (6) The services section shall contain specific information about the individualized vocational rehabilitation services, including support services such as transportation, interpreter services, and note taker services that shall be required to reach the employment outcome. All services shall be provided, as appropriate, in the most integrated setting.***

**(7) Vocational rehabilitation services or support services shall include:**

- a. Those provided directly by NHVR staff, such as counseling and placement services;**
- b. Those authorized to service providers;**
- c. Those received by the individual as a comparable benefit; and**
- d. Those received by the individual through other organizations such as independent living centers, community rehabilitation programs, mental health clinics, or other treatment services when they are necessary for the successful completion of the IPE;**

**(8) Identification of services on the IPE shall include:**

- a. The specific vocational rehabilitation or support service;**
- b. The service provider;**
- c. The start and end dates of the service;**
- d. NHVR responsibility, or the estimated amount NHVR shall be responsible for;**
- e. The actual amounts known of comparable benefits;**
- f. Individual responsibility after the financial needs assessment and comparable benefits and services are determined; and**
- g. The estimated cost of services;**

**(9) Criteria to evaluate progress shall be clearly stated and outlined as steps in the IPE. Each step shall specify a behavior or action and the evaluation criteria for that step. An expected date of completion for each step shall not be required, except that eligible individual responsibilities, such as “participate in treatment services” or “advise your counselor of any change of medication” shall be itemized; and**

**(10) The rights and responsibilities section of the IPE shall contain preprinted information regarding both the individual and NHVR’s role in achieving the IPE and shall includes information concerning the CAP, administrative reviews, mediation, and impartial hearings.**

**Ed 1008.11 Reviewing the IPE.**

- (a) The IPE shall be reviewed at least annually.**
- (b) The eligible individual or the NHVR counselor may initiate a review of the IPE at any time.**
- (c) The results of any review shall be recorded in the “Plan Review Form”, revised August 2020.**
- (d) If changes are initiated following a review, those changes shall be recorded in an amendment to the IPE pursuant to Ed 1008.12.**

*(e) At least 30 days prior to the date of the annual review, the NHVR counselor shall communicate with the individual to schedule an IPE review.*

***Ed 1008.12 Changes to the IPE.***

*(a) Changes to the IPE shall occur at any time when agreed to by the eligible individual and the NHVR counselor.*

*(b) All changes shall be documented in the record of services by completing IPE form referenced in Ed 1008.10(c) or the “New Hampshire Vocational Rehabilitation Amendment-Individualized Plan for Employment” form, revised August 2020.*

*(c) A case note shall be completed to indicate how the individual was involved in developing the changes.*

*(d) When making changes to the IPE, the individual has the same options enumerated in Ed 1008.05(b).*

*(d) Major changes to an IPE shall include, but not be limited to:*

*(1) A change in the employment outcome, which may affect a change in the anticipated date of employment which shall be modified accordingly;*

*(2) An increase in the level of individual participation in the cost of services, if, as a result of a change in the IPE, the total expenditure that the individual is expected to contribute increases over the amount the individual contributed to the original IPE, or most recent major change if applicable;*

*(3) New services being added to the IPE; and*

*(4) A new provider of services.*

*(e) Minor changes to an IPE shall include, but not be limited to:*

*(1) Service start or end dates;*

*(2) The anticipated date of employment;*

*(3) The evaluation progress section of the IPE, which shall include the criteria to evaluate progress and any relevant individualized responsibilities;*

*(4) The types of services that the individual may need; and*

*(5) An increase in the cost of an authorized service that does not increase the level of the individual's participation in the cost of services.*

***Ed 1008.13 IPE Approvals and Signatures.***

*(a) The NHVR counselor shall review and evaluate the proposed IPE and proposed changes to an IPE.*

***(b) The NHVR counselor shall evaluate the IPE to ensure:***

- (1) The employment outcome is consistent with the individual's employment factors;***
- (2) The plan to reach the goal is feasible;***
- (3) Services are required to reach the employment outcome;***
- (4) Services are cost effective; and***
- (5) NHVR policies and procedures are followed.***

***(c) If the IPE development is approved, NHVR shall prepare an original IPE as referenced in Ed 1008.10(c) or revised IPE as described in Ed 1008.12(b).***

***(d) Supervisory approval shall be required on the IPE if the IPE:***

- (1) Is developed by a NHVR counselor I;***
- (2) Includes services that require supervisory approval such as, but not limited to:***
  - a. Graduate school training; or***
  - b. Plans for self-employment; or***
- (3) Requires supervisory approval based on a plan for supervision.***

***(e) Once approved, the forms referenced in Ed 1008.10(c) and Ed 1008.12(b) for major changes shall be signed by the counselor and supervisor, as required, and the individual.***

***(f) The individual shall be provided with a copy of the signed forms referenced in (e) above within 10 days of the individual signing the document.***

***(g) The referenced in Ed 1008.10(c) and 1008.12(b) shall be signed by both the individual and the NHVR counselor and supervisor, as required, before the initiation of services, except in an emergency situation where the NHVR counselor determined a delay in obtaining a signature would cause a significant delay in services.***

***Ed 10408.14 Record of Services.***—~~The designated state unit shall maintain for each applicant and eligible individual a record of services that includes, to the extent pertinent, the following documentation:~~ ***The NHVR shall maintain for each applicant and eligible individual a record of services that complies with the provisions of 34 CFR 361.47.***

~~(a) If an applicant has been determined to be an eligible individual, documentation in the form of written notification of eligibility supporting that determination in accordance with the requirements under Ed 1010.03 through Ed 1010.09;~~

~~(b) If an applicant or eligible individual receiving services under an individualized plan for employment has been determined to be ineligible, documentation in the form of written notification of ineligibility supporting that determination in accordance with the requirements under Ed 1010.10;~~

~~(c) Documentation in the form of case notes, an amendment to the individualized plan for employment, or a letter to an applicant or eligible individual that describes the justification for closing an applicant's or eligible individual's record of services if that closure is based on reasons other than ineligibility, including, as appropriate, documentation indicating that the designated state unit has satisfied the requirements in Ed 1010.11;~~

~~(d) If an individual has been determined to be an individual with a significant disability or an individual with a most significant disability, documentation in accordance with 34 CFR 361.42(d) supporting that determination;~~

~~(e) Documentation supporting the need for, and the plan relating to, the extended evaluation or trial work experiences in accordance with the requirements under Ed 1010.07 and Ed 1010.08 if an individual with a significant disability requires trial work experiences or an extended evaluation;~~

~~(f) The individualized plan for employment, and any amendments to the individualized plan for employment, consistent with the requirements under Ed 1010.13;~~

~~(g) Documentation describing the extent to which the applicant or eligible individual exercised informed choice regarding the provision of assessment services and the extent to which the eligible individual exercised informed choice in the development of the individualized plan for employment *IPE* with respect to the selection of the:~~

- ~~(1) Specific employment outcome;~~
- ~~(2) Specific vocational rehabilitation services needed to achieve the employment outcome;~~
- ~~(3) Entity to provide the services;~~
- ~~(4) Employment setting;~~
- ~~(5) Settings in which the services will be provided; and~~
- ~~(6) Methods to procure the services;~~

~~(h) In the event that an individual's individualized plan for employment provides for vocational rehabilitation services in a non-integrated setting, a justification in the individualized plan for employment to support the need for the non-integrated setting;~~

~~(i) In the event that an individual obtains competitive employment, verification that the individual is compensated at or above the minimum wage and that the individual's wage and level of benefits are not less than that customarily paid by the employer for the same or similar work performed by non-disabled individuals in accordance with 34 CFR 361.5(b)(119)(ii);~~

~~(j) In the event an individual achieves an employment outcome in which the individual is compensated in accordance with section 14(c) of the Fair Labor Standards Act, 29 CFR 525, or the designated state unit closes the record of services of an individual in extended employment on the basis that the individual is unable to achieve an employment outcome or that an eligible individual through informed choice chooses to remain in extended employment, documentation of the:~~

- ~~(1) Results of the annual reviews required under Ed 1013;~~

~~(2) Individual's input into those reviews; and~~

~~(3) Individual's or, if appropriate, the individual's representative's acknowledgment that those reviews were conducted;~~

~~(k) Documentation concerning any action or decision resulting from a request by an individual under Ed 1004 for a review of determinations made by the designated state unit;~~

~~(l) In the event that an applicant or eligible individual requests under Ed 1003.03(i) that documentation in the record of services be amended and the documentation is not amended, documentation of the request;~~

~~(m) In the event an individual is referred to another program through the designated state unit's information and referral system under Ed 1009, including other components of the statewide workforce investment system, documentation on the nature and scope of services provided by the designated state unit to the individual and on the referral itself, consistent with the requirements of Ed 1009;~~

~~(n) In the event an individual's record of service is closed under Ed 1014, documentation that demonstrates the services provided under the individual's individualized plan for employment contributed to the achievement of the employment outcome; and~~

~~(o) In the event an individual's record of service is closed under Ed 1014, documentation verifying that the provisions of Ed 1014 have been satisfied.~~

~~Ed 1010.15 Scope of Vocational Rehabilitation Services for Individuals with Disabilities.~~

~~(a) As appropriate to the vocational rehabilitation needs of each individual and consistent with each individual's informed choice, the following vocational rehabilitation services shall be available to assist the individual with a disability in preparing for, securing, retaining, or regaining an employment outcome that is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice:~~

~~(1) Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with Ed 1010.03 through Ed 1010.09;~~

~~(2) Assessment for determining vocational rehabilitation needs by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with Ed 1010.12;~~

~~(3) Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with Ed 1012;~~

~~(4) Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce investment system, in accordance with 34 CFR 361.23 and 34 CFR 361.24, and Ed 1008, and to advise those individuals about client assistance programs established under 34 CFR 370;~~

- ~~(5) Physical and mental restoration services, to the extent that financial support is not readily available from a source other than the designated state unit such as through health insurance or a comparable service or benefit;~~
- ~~(6) Vocational and other training services, including personal and vocational adjustment training, books, tools, and other training materials, except that no training or training services in an institution of higher education such as universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing, shall be paid for with funds under the state vocational rehabilitation services program unless maximum *after* efforts have been made by the designated state unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training;~~
- ~~(7) Maintenance;~~
- ~~(8) Transportation in connection with the rendering of any vocational rehabilitation service;~~
- ~~(9) Vocational rehabilitation services to family members of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome;~~
- ~~(10) Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind provided by qualified personnel;~~
- ~~(11) Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind;~~
- ~~(12) Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services;~~
- ~~(13) Supported employment services;~~
- ~~(14) Personal assistance services;~~
- ~~(15) Post-employment services;~~
- ~~(16) Occupational licenses, tools, equipment, initial stocks, and supplies;~~
- ~~(17) Rehabilitation technology, including vehicular modification, telecommunications, sensory, and other technological aids and devices;~~
- ~~(18) Transition services;~~
- ~~(19) Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce investment system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome; and~~
- ~~(20) Other goods and services necessary for the individual with a disability to achieve an employment outcome as determined in the individualized plan for employment.~~

~~(b) Scope of services shall not include services prohibited by Chapter 252:2 of the laws of 1993 as set out in Ed 1010.13(e).~~

~~Ed 1010.16 Provision of Services for Individuals with Disabilities.~~

~~(a) The provision of services shall be based on the rehabilitation needs of each individual as identified in that individual's individualized plan for employment and shall be consistent with the individual's informed choice. There shall not be any arbitrary limits on the nature and scope of vocational rehabilitation services to be provided to the individual to achieve an employment outcome, or on the timely authorization of services that shall be consistent with the individualized plan for employment.~~

~~(b) If the individual chooses an out-of-state service at a higher cost than an in-state service, if either service would meet the individual's rehabilitation needs, the designated state unit shall not be responsible for those costs in excess of the cost of the in-state service.~~

~~(c) The designated state unit:~~

~~(1) Shall establish for each provider a provider fee schedule to govern the rates of payment for all purchased vocational rehabilitation services listed under Ed 1010.15; and~~

~~(2) Shall not place absolute dollar limits on specific service categories or on the total services provided to an individual.~~

~~(d) The provider fee schedule shall be consistent with:~~

~~(1) The fees charged by medical and psychological providers;~~

~~(2) Rates negotiated between the designated state unit and community rehabilitation programs;~~

~~(3) Interpreter fees charged for services under Ed 1010.15(a)(10);~~

~~(4) Tuition rates charged by an institution of higher education such as universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing; and~~

~~(5) The cost of services provided to individuals under Ed 1010.15(a)(7), (8), (9), (10), (16), (17), (19), and (20).~~

~~(e) Time periods for the provision of services shall not be so short as to effectively deny an individual a necessary service. Time periods shall not be absolute and shall be extended in the event the individual cannot get the services in the identified time frame so that individual needs can be addressed.~~

~~PART Ed 1005 ABILITY TO SERVE ALL ELIGIBLE INDIVIDUALS~~

~~Ed 1005.01 Ability to Provide Full Range of Vocational Rehabilitation Services.~~

~~(a) The designated state unit shall either provide the full range of vocational rehabilitation services listed in 29 U.S.C. 723(a) and Ed 1010.16, as appropriate, to all eligible individuals or, in the event that vocational rehabilitation services cannot be provided to all eligible individuals who apply for the services,~~

~~implement the order of selection established in Ed 1006 to be followed in selecting eligible individuals to be provided vocational rehabilitation services.~~

~~(b) The designated state unit shall provide the full range of vocational rehabilitation services to all eligible individuals if a determination is also made that, on the basis of the designated state unit's projected fiscal and personnel resources and its assessment of the rehabilitation needs of individuals with significant disabilities within New Hampshire, the designated state unit can:~~

- ~~(1) Continue to provide services to all individuals currently receiving services;~~
- ~~(2) Provide assessment services to all individuals expected to apply for services in the next fiscal year;~~
- ~~(3) Provide services to all individuals who are expected to be determined eligible in the next fiscal year; and~~
- ~~(4) Meet all program requirements.~~

~~(c) The designated state unit shall establish and implement an order of selection according to the provisions of Ed 1006 if the designated state unit determines that it is unable to provide the full range of vocational rehabilitation services to all eligible individuals in New Hampshire who apply for the services.~~

~~(d) The designated state unit shall consult with the state rehabilitation council established under 34 CFR 361.16 that meets the requirements of 34 CFR 361.17 regarding the:~~

- ~~(1) Need to establish an order of selection, including any reevaluation of the need as provided in Ed 1006.01(b);~~
- ~~(2) Priority categories of the particular order of selection;~~
- ~~(3) Criteria for determining individuals with the most significant disabilities; and~~
- ~~(4) Administration of the order of selection.~~

#### ~~PART Ed 1006~~9 ORDER OF SELECTION FOR SERVICES

~~Ed 1006.01 Determining Need for Establishing and Implementing An Order of Selection~~  
~~***Determination, Establishment, and Implementation. The provisions under 34 CFR 361.36 shall be used to determine the ability to serve all eligible individuals or an order of selection in addition to the following:***~~

~~(a) Prior to the beginning of each fiscal year the designated state unit shall determine whether to establish and implement an order of selection. *NHVR shall comply with the provisions of 34 CFR 361.36 to either:*~~

- ~~***(1) Provide the full range of vocational rehabilitation services listed in 29 U.S.C. 723(a), as appropriate, to all eligible individuals; or***~~
- ~~***(2) In the event that vocational rehabilitation services cannot be provided to all eligible individuals who apply for the services, implement the order of selection established in (e) below in selecting eligible individuals to be provided vocational rehabilitation services;***~~

(b) If the designated state unit determines that it does not need to establish an order of selection, the designated state unit shall reevaluate this determination whenever changed circumstances during the course of a fiscal year indicate that it might no longer be able to provide the full range of vocational rehabilitation services, as appropriate, to all eligible individuals according to the requirements in Ed 1005.01(e). *The NHVR shall consult with the state rehabilitation council established under 34 CFR 361.16 and meeting the requirements of 34 CFR 361.17 regarding the:*

- (1) Need to establish an order of selection;*
- (2) Priority categories of the particular order of selection;*
- (3) Criteria for determining individuals with the most significant disabilities; and*
- (4) Administration of the order of selection*

(c) If the designated state unit establishes an order of selection, but determines that it does not need to implement that order at the beginning of the fiscal year, the designated state unit shall continue to meet the requirements of Ed 1005.01(e). If the designated state unit does not continue to meet the requirements of Ed 1005.01(e) it shall implement the order of selection by closing one or more priority categories. *If the NHVR determines that it does not need to establish an order of selection, the bureau shall reevaluate this determination in accordance with 34 CFR 361.36(b)(2);*

*(d) If NHVR establishes an order of selection, but determines that it does not need to implement that order at the beginning of the fiscal year, NHVR shall continue to meet the requirements of Ed 1005.01(e). If the NHVR does not continue to meet the requirements of Ed 1005.01(e) it shall implement the order of selection by closing one or more priority categories;*

*(e) If, in accordance with 34 CFR 361.36, the NHVR determines that it is unable to provide the full range of services to all eligible individuals, the NHVR shall implement an order of selection for eligible individuals according to the following priority categories:*

- (1) Priority one shall include individuals determined eligible for services prior to the effective date of the implementation of the order of selection in accordance with 34 CFR 361.36(e)(3)(i), and individuals determined eligible for services after the effective date of the implementation of the order of selection and who are individuals with a most significant disability;*
- (2) Priority 2 shall include individuals with a significant disability; and*
- (3) Priority 3 shall include all other eligible individuals who do not have a significant disability;*

*(f) NHVR shall provide services to individuals who require specific services or equipment to maintain employment.*

*(g) NHVR shall continue to provide pre-employment transition services to students with disabilities who were receiving such services prior to being determined eligible for vocational rehabilitation services.*

***Ed 1009.02 Referring Individuals Under an Order of Selection. The NHVR shall comply with 34 CFR 361.37 to implement an information and referral system adequate to ensure that individuals with disabilities, including eligible individuals who do not meet the NHVR's order of selection criteria for receiving vocational rehabilitation services if the NHVR is operating on an order of selection, shall be provided accurate vocational rehabilitation information and referral guidance.***

~~Ed 1006.02 Establishing an Order of Selection. An order of selection shall be based only on the 3 criteria in the definition of individual with a significant disability."~~

~~Ed 1006.03 Administering and Implementing an Order of Selection.~~

~~(a) The designated state unit shall administer an order of selection as follows:~~

- ~~(1) The order of selection shall be implemented on a statewide basis;~~
- ~~(2) All eligible individuals shall be notified of the priority categories in the order of selection, their assignment to a particular category, and their right to appeal their category assignment;~~
- ~~(3) The designated state unit shall continue to provide all needed services to any eligible individual who has begun to receive services under an individualized plan for employment prior to the effective date of the order of selection, irrespective of the severity of the individual's disability;~~
- ~~(4) The designated state unit shall ensure that its funding arrangements for providing services under the state plan, including third party arrangements and awards under the establishment authority, are consistent with the order of selection; and~~
- ~~(5) The designated state unit shall renegotiate any funding arrangements that are inconsistent with the order of selection so that they are consistent with the order of selection.~~

~~(b) The designated state unit shall implement an order of selection for eligible individuals according to the following priority categories:~~

- ~~(1) Priority one shall include individuals who are determined to be eligible for services prior to the effective date of the implementation of the order of selection as provided in Ed 1006.03(a)(3), and individuals who are determined to be eligible for services after the effective date of the implementation of the order of selection and who are individuals with a most significant disability;~~
- ~~(2) Priority 2 shall include individuals with a significant disability and public safety officers as defined in RSA 507:8 h who are disabled in the line of duty in law enforcement or protection of life or property and who are not included in priority one; and~~
- ~~(3) Priority 3 shall include all other eligible individuals who do not have a significant disability.~~

~~PART Ed 1007.10 COMPARABLE SERVICES AND BENEFITS~~

~~Ed 1007.10.01 Determination of Availability of Comparable Services and Benefits.~~

(a) ~~Prior to providing any vocational rehabilitation services, except those services listed in Ed 1007.02, to an eligible individual or to members of the individual's family, the designated state unit shall determine whether comparable services and benefits exist under any other program and whether those services and benefits are available to the individual. ***NHVR shall comply with the provisions of 34 CFR 361.53 in the determination and use of comparable services and benefits.***~~

(b) ~~A determination of the availability of comparable services and benefits shall not be required if the determination would interrupt or delay ***Comparable benefits and services shall be:***~~

(1) ~~The progress of the individual toward achieving the employment outcome identified in the individualized plan for employment ***Provided or paid for, in whole or in part, by other federal, state, or local public agencies, by health insurance, or by employee benefits;***~~

(2) ~~An immediate job placement ***Available to the individual at the time needed to achieve the intermediate objectives in the IPE;*** ~~and~~~~

(3) ~~The provision of vocational rehabilitation services to any individual who is determined to be at extreme medical risk, based on medical evidence provided by an appropriately licensed medical professional acting within the scope of his or her authority, unless the extreme medical risk requires intensive hospitalization or surgery in those circumstances, such as but not limited to, where organ or bone marrow transplantations are required ***Commensurate to the services that the individual would otherwise receive from NHVR.***~~

(c) ***NHVR shall determine whether comparable benefits and services are available to an individual prior to paying for all vocational rehabilitation services, excluding only those services and circumstances listed as exceptions in (g) below. NHVR staff and participants shall seek comparable benefits and services in order to maximize the vocational rehabilitation resources available to individuals with disabilities. If an individual refuses to apply for or accept available comparable benefits, NHVR funds shall not be substituted.***

(d) ***Prior to initiating comparable benefits and services, the NHVR staff shall the following:***

(1) ***If the determination of the availability of comparable services and benefits would delay services to an individual who is at extreme medical risk, as determined by an appropriate licensed medical professional; and***

(2) ***If an immediate job placement would be lost due to a delay in the provision of such comparable benefits.***

(e) ***If benefits or services are available, they shall be used prior to using NHVR funds or services;***

(f) ***If benefits or services are not currently available or if an individual is required to initiate a new application to another program, NHVR funds shall not be used in the interim unless, in the judgment of NHVR staff in consultation with the individual, waiting for benefits would prevent the individual from achieving the intermediate objectives of the IPE;***

(g) ***Comparable benefits shall not be required for the following exempt services:***

(1) ***Assessment services to determine eligibility and vocational rehabilitation needs;***

*(2) Counseling and guidance, including information and support services to assist an individual exercising informed choice;*

*(3) Referral and other services to secure needed services from other agencies;*

*(4) Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services;*

*(5) Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices; and*

*(6) Post-employment services as noted above in (1) through (5).*

*(h) If an individual is in default of a student loan, financial aid including a Pell grant shall not be available to the individual. NHVR shall be prohibited from paying for any training or related services at a post-secondary program eligible for a Pell grant, including, but not limited to, colleges and business and trade schools, for an individual who owes a refund on a grant or is in default of a student loan, unless the individual makes maximum effort to resolve the default. Maximum effort shall mean that the individual has a repayment plan, or documented correspondence attempting to set up a repayment plan, with the lending institution or grantor.*

*(i) In making a determination to secure comparable benefits prior to using vocational rehabilitation funds, counselors shall:*

*(1) Acquire at least general knowledge about the nature of services available from other sources, their eligibility criteria, and the application and appeals process;*

*(2) Explore with the individual all possible sources of comparable benefits and assess, through discussion with the participant, the appropriateness of pursuing specific benefits or services and the availability of such benefits;*

*(3) Document in the case record the participant's application for benefits or the reasons NHVR funds are being used in place of benefits; and*

*(4) Monitor the application of benefits and assist the individual, if necessary.*

*(j) Individuals also exercise initiative in exploring the availability of and in securing the comparable benefits available to them, as appropriate to their disability by:*

*(1) Applying in a timely manner for all comparable benefits and services which are appropriate, with counselor assistance if necessary;*

*(2) Accepting and use comparable benefits and services when available; and*

*(3) Informing the NHVR counselor of the status of any application and the receipt of denial of any comparable benefit.*

~~Ed 1007.02 Exempt Services. The following vocational rehabilitation services described in Ed 1010.16 shall be exempt from a determination of the availability of comparable services and benefits:~~

~~(a) Assessment for determining eligibility and priority for services and assessment for determining vocational rehabilitation needs;~~

~~(b) Counseling and guidance, including information and support services, to assist an individual in exercising informed choice;~~

~~(c) Referral and other services to secure needed services from other agencies, including other components of the statewide workforce investment system, if those services are not available under the vocational rehabilitation services program;~~

~~(d) Job related services, including job search and placement assistance, job retention services, follow up services, and follow along services;~~

~~(e) Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices; and~~

~~(f) Post employment services consisting of the services listed under Ed 1007.02(a)-(e).~~

~~Ed 1007.03 Using Comparable Services or Benefits.~~

~~(a) If comparable services or benefits exist under any other program and are available to the individual at the time needed to ensure the progress of the individual toward achieving the employment outcome in the individual's individualized plan for employment, the designated state unit shall use those comparable services or benefits to meet, in whole or part, the costs of the vocational rehabilitation services.~~

~~(b) If comparable services or benefits exist under any other program, but are not available to the individual at the time needed to ensure the progress of the individual toward achieving the employment outcome in the individual's individualized plan for employment, the designated state unit shall provide vocational rehabilitation services until those comparable services and benefits become available.~~

~~PART Ed 1008~~***II*** PARTICIPATION OF INDIVIDUALS IN COST OF SERVICES BASED ON FINANCIAL NEED

~~Ed 1008~~***II***.01 Financial Needs Assessment.

~~(a) The designated state unit shall consider the financial need of eligible individuals or of individuals who are receiving services through trial work experiences under Ed 1010.07 or during an extended evaluation under Ed 1010.08. The financial needs assessment shall be used for determining the extent of the individual's participation in the costs of vocational rehabilitation services. The services listed in Ed 1008.02 shall be exempt from a financial needs assessment *NHVR shall consider the financial need of eligible individuals who are planned to receive services that require a financial needs assessment pursuant to (f) below. The financial needs assessment shall be used for determining the extent of the individual's participation in the costs of vocational rehabilitation services.*~~

~~(b) The financial needs assessment shall *Although eligible individuals shall require a financial needs assessment, the services listed in (g) below shall not require a financial needs assessment:*~~

~~(1) Explain the method for determining the financial need of an eligible individual as follows:~~

~~a. The method shall be a review of the person's financial status; and~~

~~b. The method shall compare income and resources to determine the amount of monthly resources that shall be utilized for specific vocational rehabilitation services; and~~

~~(2) Specify the types of vocational rehabilitation services from the following services for which the designated state unit has established a financial needs test:~~

~~a. Physical and mental restoration;~~

~~b. Vocational and other training services;~~

~~e. Maintenance;~~

~~d. Transportation;~~

~~e. Vocational rehabilitation services to family members of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome;~~

~~f. Supported employment services;~~

~~g. Post employment services;~~

~~h. Occupational licenses, tools, equipment, initial stocks, and supplies;~~

~~i. Rehabilitation technology, including vehicular modification, telecommunications, sensory, and other technological aids and devices;~~

~~j. Transition services; and~~

~~k. Technical assistance and other consultation services to conduct market analyses, develop business plans and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce investment system, to eligible individuals who are pursuing self-employment.~~

~~(c) The financial needs assessment shall be applied uniformly to all individuals in similar circumstances. ***There shall be a shared responsibility between the eligible individual and the NHVR counselor in determining financial need as follows:***~~

~~***(1) The eligible individual shall be responsible for providing their complete and accurate personal and household financial information to the NHVR counselor, including, but not limited to:***~~

~~***a. Most recent federal tax return;***~~

~~***b. SSI/SSDI award letter;***~~

~~***c. Public assistance budget; and***~~

~~***d. Most recent pay stubs; and***~~

***(2) Pursuant to Ed 1003, the NHVR counselor shall obtain, document, maintain, and safeguard the personal and household financial information required to review the individual's financial need and to calculate the extent of their participation in the cost of services.***

***(d) Although the financial needs assessment might require different levels of need for different geographic regions in the state, the assessment shall be applied uniformly to all individuals within each geographic region. A financial needs assessment shall be completed at least annually. A financial needs assessment shall also be conducted if there is a significant change in the eligible individual's financial situation and they are receiving a financial need-based service.***

***(e) The financial needs assessment shall ensure that the level of an individual's participation in the cost of vocational rehabilitation services is:***

***(1) Based on the individual's financial need, including consideration of any disability-related expenses paid by the individual. Be applied uniformly to eligible individuals; and***

***(2) Not so high as to effectively deny the individual a necessary service. Explain the method for determining the financial need of an eligible individual as follows:***

***a. The method shall be a review of the person's financial status; and***

***b. The method shall compare income and resources to determine the amount of monthly resources that shall be utilized for specific vocational rehabilitation services.***

***(f) The following services shall not be provided until the participant has been determined to meet financial need and available resources have been applied toward the cost:***

***(1) All training services at college and vocational training programs, including, but not limited to, tuition, room and board, required fees, and required textbooks and materials;***

***(2) Physical and mental restoration;***

***(3) Vocational and other training services;***

***(4) Maintenance;***

***(5) Driver training;***

***(6) Transportation, except during evaluation, special transportation, when used for the provision of pre-employment training services, and transportation to attend an administrative review or impartial hearing;***

***(7) Vocational rehabilitation services to family members of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome;***

***(8) Supported employment services;***

***(9) Post-employment services;***

- (10) Occupational and business licenses, tools, equipment, initial stocks, and supplies;*
  - (11) Goods, inventory, equipment, and supplies for self-employment;*
  - (12) Rehabilitation technology, including vehicle modification, telecommunications, sensory, and other technological aids and devices;*
  - (13) Modifications to homes, vehicles, and worksites;*
  - (14) Transition services;*
  - (15) Technical assistance and other consultation services to conduct market analyses, develop business plans and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce investment system, to eligible individuals who are pursuing self-employment; and*
  - (16) All other goods and services not exempt under (g) below.*
- (g) The following services provided by NHVR shall not financial needs assessment:*
- (1) All diagnostic, evaluation, and necessary services required during evaluation;*
  - (2) Training provided by approved rehabilitation facilities;*
  - (3) Special transportation required by individuals with significant disabilities;*
  - (4) Driver and adaptive driver evaluations;*
  - (5) Reader and note-taking services;*
  - (6) Attendant or personal assistant services;*
  - (7) Vocational counseling, guidance, and referral services;*
  - (8) Core rehabilitation services including assessment, work readiness, pre-employment transition services for students to include any needed transportation, job placement, supported employment, rehabilitation technology, benefits advisement, and other adjunct services;*
  - (9) On-the-job training; and*
  - (10) Any auxiliary aid or service required to participate in a vocational rehabilitation program.*
- (h) The provisions of comparability pursuant to Ed 1010 shall apply to the services listed in (g) above.*
- (i) Eligible individuals shall be exempt from a financial needs assessment who:*
- (1) Receive public benefits, including, but not limited to:*

*a. Temporary assistance for needy families (TANF); and*

*b. Aid to the permanently and totally disabled (APTD);*

*(2) Receive SSI; and*

*(3) Receive SSDI.*

*(j) Eligible individuals in accordance with (i)(1) above shall be determined to meet NHVR's financial need and shall be exempt from a financial needs assessment except that NHVR shall provide funding for financial need-based services after all comparable benefits have first been applied.*

~~Ed 1008.02 Services Exempt from Financial Needs Assessment.~~

~~(a) The designated state unit NHVR shall not apply a financial needs assessment or require the financial participation of the individual as a condition for furnishing the following vocational rehabilitation services:~~

~~(1) Assessment for determining eligibility and priority for vocational rehabilitation services under Ed 1010.04, except those non-assessment services that are provided to an individual with a significant disability during either an exploration of the individual's abilities, capabilities, and capacity to perform in work situations through the use of trial work experiences under Ed 1010.07 or an extended evaluation under Ed 1010.08;~~

~~(2) Assessment for determining vocational rehabilitation needs under Ed 1010.12;~~

~~(3) Vocational rehabilitation counseling and guidance under Ed 1010.11;~~

~~(4) Referral and other services under Ed 1009;~~

~~(5) Job-related services under Ed 1010.15(a)(12);~~

~~(6) Personal assistance services; and~~

~~(7) Any auxiliary aid or interpreter services under Ed 1010.15(a)(10) or reader services under Ed 1010.15(a)(11) that an individual with a disability requires under section 504 of the Act, 29 U.S.C. 794, or under the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., or regulations implementing those laws, in order for the individual to participate in the vocational rehabilitation program.~~

~~(b) The designated state unit NHVR shall not apply a financial needs assessment or require the financial participation of the individual as a condition for furnishing any vocational rehabilitation service if the individual in need of the service has been determined eligible for Social Security benefits under Titles II or XVI of the Social Security Act.~~

~~PART Ed 1009 INFORMATION AND REFERRAL SERVICES~~

~~Ed 1009.01 Referring Individuals Under an Order of Selection. The designated State agency shall implement an information and referral system adequate to ensure that individuals with disabilities, including eligible individuals who do not meet the agency's order of selection criteria for receiving vocational rehabilitation services if the agency is operating on an order of selection, are provided accurate~~

~~vocational rehabilitation information and guidance which may include counseling and referral for job placement using appropriate modes of communication to assist them in preparing for, securing, retaining, or regaining employment.~~

~~Ed 1009.02 Referring Individuals to Extended Employment Providers.~~

~~(a) The designated state unit shall refer to local extended employment providers an individual with a disability who makes an informed choice to pursue extended employment as the individual's employment goal.~~

~~(b) Before making the referral required by this section, the designated state unit shall:~~

~~(1) Consistent with Ed 1010.04(f), explain to the individual that the purpose of the vocational rehabilitation program is to assist individuals to achieve an employment outcome;~~

~~(2) Consistent with Ed 1012, provide the individual with information concerning the availability of employment options, and of vocational rehabilitation services, in integrated settings;~~

~~(3) Inform the individual that services under the vocational rehabilitation program can be provided to eligible individuals in an extended employment setting if necessary for purposes of training or otherwise preparing for employment in an integrated setting;~~

~~(4) Inform the individual that, if he or she initially chooses not to pursue employment in an integrated setting, he or she can seek services from the designated state unit at a later date if, at that time, he or she chooses to pursue employment in an integrated setting; and~~

~~(5) Refer the individual, as appropriate, to the Social Security Administration in order to obtain information concerning the ability of individuals with disabilities to work while receiving benefits from the Social Security Administration.~~

~~Ed 1009.03 Criteria for Appropriate Referrals.~~

~~(a) The designated state unit shall refer individuals with disabilities to federal or state programs, including programs carried out by other components of the statewide workforce investment system, best suited to address the specific employment needs of an individual with a disability.~~

~~(b) The designated state unit shall provide the individual who is being referred with a notice of the referral by the designated state unit to the agency carrying out the program that includes:~~

~~(1) Information identifying a specific point of contact within the agency to which the individual is being referred; and~~

~~(2) Information and advice regarding the most suitable services to assist the individual to prepare for, secure, retain, or regain employment.~~

PART Ed 10142 STANDARDS FOR PROVIDERS OF SERVICES

Ed 10142.01 Special Communication Needs Personnel Standards for Facilities and Providers of Services. ~~Providers of vocational rehabilitation services shall be able to communicate: *The NHVR shall comply with the provisions of 34 CFR 361.51 regarding the standards for facilities and providers of*~~

*services including accessibility of facilities, affirmative action, and special communication needs personnel.*

~~(a) In the native language of applicants and eligible individuals who have limited English speaking ability; and~~

~~(b) By using appropriate modes of communication used by applicants and eligible individuals consistent with the informed choice of those applicants and individuals.~~

#### PART Ed 10123 INFORMED CHOICE

Ed 10123.01 Informed Choice. *The NHVR shall comply with the provisions of 34 CFR 361.52 to assist applicants and recipients of services in exercising informed choice throughout the rehabilitation process.*

~~(a) Each applicant or eligible individual shall exercise informed choice throughout the vocational rehabilitation process.~~

~~(b) The designated state unit shall implement informed choice by:~~

~~(1) Informing each applicant and eligible individual, including students with disabilities who are making the transition from programs under the responsibility of an educational agency to programs under the responsibility of the designated state unit, through appropriate modes of communication, about the availability of and opportunities to exercise informed choice, including the availability of support services for individuals with cognitive or other disabilities who require assistance in exercising informed choice throughout the vocational rehabilitation process;~~

~~(2) Assisting applicants and eligible individuals in exercising informed choice in decisions related to the provision of assessment services;~~

~~(3) Affording eligible individuals meaningful choices among the methods used to procure vocational rehabilitation services; and~~

~~(4) Assisting eligible individuals or, as appropriate, the individuals' representatives, in acquiring information that enables them to exercise informed choice in the development of their individualized plan for employment *IPE* with respect to the selection of the:~~

~~a. Employment outcome;~~

~~b. Specific vocational rehabilitation services needed to achieve the employment outcome;~~

~~c. Entity that will provide the services;~~

~~d. Employment setting and the settings in which the services will be provided; and~~

~~e. Methods available for procuring the services.~~

Ed 1012.02 Information and Assistance in the Selection of Vocational Rehabilitation Services and Service Providers.

~~(a) In assisting an applicant and eligible individual in exercising informed choice during the assessment for determining eligibility and vocational rehabilitation needs and during development of the IPE, the designated state unit **NHVR** shall provide the individual or the individual's representative, or assist the individual or the individual's representative in acquiring, information necessary to make an informed choice about the specific vocational rehabilitation services, including the providers of those services, that are needed to achieve the individual's employment outcome.~~

~~(b) The information in Ed 1012.02(a) shall include, at a minimum, information relating to the:~~

- ~~(1) Cost, accessibility, and duration of potential services;~~
- ~~(2) Consumer satisfaction with those services to the extent that information relating to consumer satisfaction is available;~~
- ~~(3) Qualifications of potential service providers;~~
- ~~(4) Types of services offered by the potential providers;~~
- ~~(5) Degree to which services are provided in integrated settings; and~~
- ~~(6) Outcomes achieved by individuals working with service providers, to the extent that such information is available.~~

~~Ed 1012.03 Methods or Sources of Information:~~

~~(a) In providing or assisting the individual or the individual's representative in acquiring the information required under Ed 1012.02, the designated state unit **NHVR** shall use, to the extent available, the following methods or sources of information:~~

- ~~(1) Lists of services and service providers;~~
- ~~(2) Periodic consumer satisfaction surveys and reports;~~
- ~~(3) Referrals to other consumers, consumer groups, or disability advisory councils qualified to discuss the services or service providers;~~
- ~~(4) Relevant accreditation, certification, or other information relating to the qualifications of service providers; and~~
- ~~(5) Opportunities for individuals to visit or experience various work and service provider settings.~~

~~PART Ed 10134 *SEMI-ANNUAL AND ANNUAL REVIEW OF INDIVIDUALS IN EXTENDED EMPLOYMENT AND OTHER EMPLOYMENT UNDER SPECIAL CERTIFICATE PROVISIONS OF THE FAIR LABOR STANDARDS ACT*~~

~~Ed 10134.01 *Semi-Annual and Annual Review.* *The NHVR shall comply with the provisions of 34 CFR 361.55 and Ed 1008.11 when conducting semi-annual and annual reviews.*~~

~~(a) The provisions of Ed 1013 shall apply to any individual with a disability served under the state vocational rehabilitation services program:~~

~~(1) Who has achieved an employment outcome in which the individual is compensated in accordance with section 14(c) of the Fair Labor Standards Act, *or* 29 CFR 525; or~~

~~(2) Whose record of services is closed while the individual is in extended employment on the basis that the individual is unable to achieve an employment outcome or that the individual made an informed choice to remain in extended employment.~~

~~(b) For each individual with a disability who meets the criteria in Ed 1013.01(a), the designated state unit shall:~~

~~(1) Annually review and reevaluate the status of each individual for 2 years after the individual's record of services is closed, and thereafter if requested by the individual or, if appropriate, the individual's representative, determine the interests, priorities, and needs of the individual with respect to competitive employment or training for competitive employment;~~

~~(2) Enable the individual or, if appropriate, the individual's representative, to provide input into the review and reevaluation and shall document that input in the record of services, consistent with Ed 1010.14(j), with the individual's or, as appropriate, the individual's representative's signed acknowledgment that the review and reevaluation have been conducted; and~~

~~(3) Identify and provide vocational rehabilitation services, reasonable accommodations, and other necessary support services, to assist the individual in engaging in competitive employment.~~

#### PART Ed 10145 REQUIREMENTS FOR CLOSING THE RECORD OF SERVICES OF AN INDIVIDUAL WHO HAS ACHIEVED AN EMPLOYMENT OUTCOME

Ed 10145.01 Closing the Record of Services. The record of services of an individual who has achieved an employment outcome shall be closed only if all the requirements of Ed 1014.02 through Ed 1014.05 have been met *34 CFR 361.56 are met to include employment outcome achieved, employment outcome maintained, satisfactory outcome, and post-employment services*.

~~Ed 1014.02 Employment Outcome Achieved. The individual shall have achieved the employment outcome that is described in the individual's individualized plan for employment *IPE* in accordance with Ed 1010.13(a)(1) and that is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.~~

~~Ed 1014.03 Employment Outcome Maintained. The individual shall have maintained the employment outcome for not less than 90 days necessary to ensure the stability of the employment outcome, and that the individual no longer needs vocational rehabilitation services.~~

~~Ed 1014.04 Satisfactory Outcome. At the end of the 90 day period under Ed 1014.03, the individual and the rehabilitation counselor employed by the designated state unit *NHVR* shall have considered the employment outcome to be satisfactory, and shall have agreed that the individual is performing well in the employment.~~

~~Ed 1014.05 Post Employment Services. The individual shall be informed through appropriate modes of communication of the availability of post employment services.~~

#### PART Ed 10156 SUPPORTED EMPLOYMENT SERVICES PROGRAM

Ed 10156.01 Purpose. The purpose of Ed 1015 is to develop and implement a collaborative program with appropriate entities, consistent with state and federal law, to provide a program of supported employment services for individuals with the most significant disabilities who require supported employment services to enter or retain competitive employment.

Ed 10156.02 Definitions. Except where the context makes another meaning clear, *manifest, terms incorporated in 34 CFR 363.6 and* the following words have the meaning indicated when used in Ed 10156 shall have the same meaning.:

- (a) ~~“Competitive employment” means “competitive employment” as defined in 34 CFR 363.6(e)(2)(i).~~
- (b) ~~“Extended services” means “extended services” as defined in 34 CFR 363.6(e)(iv).~~
- (c) ~~“Individual with a disability” means “individual with a disability” as defined in 34 CFR 369.4(b).~~
- (d) ~~“Integrated setting” means “integrated setting” as defined in 34 CFR 363.6(e)(2)(ii).~~
- (e) ~~“Nonprofit” means “nonprofit” as defined in 34 CFR 77.1(e).~~
- (f) ~~“On going support services” means “on going support services” as defined in 34 CFR 363.6(e)(3).~~
- (g) ~~“Supported employment” means “supported employment” as defined in 34 CFR 363.6(e)(1).~~
- (h) ~~“Supported employment services” means “supported employment services” as defined in 34 CFR 363.6(e)(2)(iii).~~
- (i) ~~“Transitional employment” means “transitional employment” as defined in 34 CFR 363.6(e)(v).~~

Ed 10156.03 Eligibility for Services. In order to be considered for services under the state supported employment services program, an individual shall:

- (a) Be eligible for vocational rehabilitation services in accordance with the provisions ~~of in Ed 1010.04 through Ed 1010.09~~ *34 CFR 361.42 and Ed 1006*;
- (b) Be an individual with the most significant disabilities *pursuant to Ed 1007*; and
- (c) Have supported employment identified as the appropriate rehabilitation objective for the individual on the basis of a comprehensive assessment of rehabilitation needs, including an evaluation of rehabilitation, career, and job needs.

Ed 10156.04 Authorized Activities. Activities authorized by the state supported employment services program shall include the following:

(a) A particularized assessment that is needed to supplement the assessment for determining eligibility and vocational rehabilitation needs done under ~~Ed 1010.04 through Ed 1010.09~~ **34 CFR 361.42** and that is provided ~~subsequent to~~ **after** the development of the IPE in accordance with 34 CFR 363.4(a);

(b) Development of and placement in jobs for individuals with the most significant disabilities; and

(c) Supported employment services that are needed to support individuals with the most significant disabilities in employment including but not be limited to the following:

(1) Intensive on-the-job skills training and other training provided by skilled job trainers, co-workers, and other qualified individuals, and other services specified in the Act, ~~29 USC 701.103(a)~~, in order to achieve and maintain job stability;

(2) Follow-up services, including regular contact with employers, trainees with the most significant disabilities, parents, guardians or other representatives of trainees, and other suitable professional and informed advisors in order to reinforce and stabilize the job placement; and

(3) Discrete post-employment services following transition that are unavailable from an extended services provider and that are necessary to maintain the job placement, such as job station redesign, repair and maintenance of assistive technology, and replacement of prosthetic and orthotic devices.

#### Ed 10156.05 Developing Collaborative Agreements.

(a) The ~~designated state unit~~ **NHVR** shall enter into one or more written cooperative agreements or memoranda of understanding with other state agencies, private nonprofit organizations, and other available funding sources to ensure collaboration in a plan to provide supported employment services and extended services to individuals with the most significant disabilities.

(b) A cooperative agreement or memorandum of understanding shall, at a minimum, specify the following:

(1) The supported employment services to be provided by the ~~designated state unit~~ **NHVR** with funds received under a federal grant for the state supported employment services program;

(2) The extended services to be provided by state agencies, private nonprofit organizations, or other sources following the cessation of supported employment services under Ed 10156;

(3) The estimated funds to be expended by the participating party or parties in implementing the agreement or memorandum; and

(4) The projected number of individuals with the most significant disabilities who will receive supported employment services and extended services under the agreement or memorandum.

#### Ed 1015.06 Information Collection and Reporting Requirements.

(a) The ~~designated state unit~~ **NHVR** shall collect and report information as required under the Act, ~~29 USC 701.13~~, for each individual with the most significant disabilities served under the supported employment services program.

(b) The ~~designated state unit~~ **NHVR** shall collect and report separately information for:

- (1) Supported employment clients served under the supported employment services program; and
- (2) Supported employment clients served under Ed 1010.15 and Ed 1010.16.

Ed 1015~~6~~.07 Coordinating Services and Activities. The ~~designated state unit~~ shall coordinate the services provided to an individual under Ed 1015 and under Ed 1010.15 and Ed 1010.16 to ensure that the services are complementary and not duplicative.

Ed 1015~~6~~.08 Transition of an Individual to Extended Services. The ~~designated state unit~~ **NHVR** shall provide for the transition of an individual with the most significant disabilities to extended services no later than 18 months after placement in supported employment, unless a longer period is established in the IPE, and only if the individual has made substantial progress toward meeting the hours-per-week work goal provided for in the IPE, the individual is stabilized in the job, and extended services are available and can be provided without a hiatus in services.

Ed 1015~~6~~.09 Requirements for Successfully Rehabilitating an Individual in Supported Employment. An individual with the most significant disabilities who is receiving supported employment services shall be considered to be successfully rehabilitated if the individual maintains a supported employment placement for 90 days after making the transition to extended services.

Ed 1015~~6~~.10 Client Assistance Program. *In accordance with the informed provisions of 1013* ~~The designated state unit~~ **NHVR** shall advise *inform* applicants for or *and* recipients of services under Ed 1015, or as appropriate, the parents, family members, guardians, advocates, or authorized representatives of those individuals, of the availability and purposes of the Client Assistance Program established in New Hampshire under the Act, ~~29 USC 701.112~~, including information on seeking assistance from that program.

#### PART Ed 1016~~7~~ GENERAL PROVISIONS FOR INDEPENDENT LIVING SERVICES PROGRAM AND CENTERS FOR INDEPENDENT LIVING PROGRAM

Ed 1016~~7~~.01 Purpose. The purpose of ~~the state independent living services program and the centers for independent living program~~ is to promote a philosophy of independent living, including a philosophy of consumer control, peer support, self help, self determination, equal access, and individual and system advocacy, to maximize the leadership, empowerment, independence, and productivity of individuals with significant disabilities, and to promote and maximize the integration and full inclusion of individuals with significant disabilities into the mainstream of American society *Ed 1017 is to provide uniform application of 45 CFR 1329 regarding state independent living services and centers for independent living.*

Ed 1016~~7~~.02 Definitions. Except where the context makes another meaning ~~clear~~ *manifest*, the following words *terms defined in 45 CFR 1329.4 and 34 CFR 77.1* have the meaning indicated when used in Ed 1016:

(a) ~~“Administrative support services” means “administrative support services” as defined in 34 CFR 364.4(b).~~

(b) ~~“Advocacy” means “advocacy” as defined in 34 CFR 364.4(b).~~

(c) ~~“Applicant” means “applicant” as defined in 34 CFR 77.1(e).~~

(d) ~~“Application” means “application” as defined in 34 CFR 77.1(e).~~

(e) ~~“Attendant care” means “attendant care” as defined in 34 CFR 364.4(b).~~

(f) ~~“Award” means “award” as defined in 34 CFR 74.2.~~

(g) ~~“Center for independent living” (CIL) means “center for independent living” as defined in 34 CFR 364.4(b).~~

(h) ~~“Centers for independent living program” means the centers for independent living program authorized by chapter 1 of title VII of the Act.~~

(i) ~~“Consumer control” means “consumer control” as defined in 34 CFR 364.4(b).~~

(j) ~~“Cross disability” means “cross disability” as defined in 34 CFR 364.4(b).~~

(k) ~~“Department” means the U.S. Department of Education.~~

(l) ~~“Decision making position” means “decision making position” as defined in 34 CFR 366.5.~~

(m) ~~“Eligible agency” means “eligible agency” as defined in 34 CFR 364.4(b).~~

(n) ~~“Fiscal year” means “fiscal year” as defined in 34 CFR 77.1(e).~~

(o) ~~“Independent living core services” mean “independent living core services” as defined in 34 CFR 364.4(b).~~

(p) ~~“Independent living services” (IL) mean “independent living services” as defined in 34 CFR 364.4(b).~~

(q) ~~“Individual with a disability” means “individual with a disability” as defined in 34 CFR 364.4(b).~~

(r) ~~“Individual with a significant disability” means “individual with a significant disability” as defined in 34 CFR 364.4(b).~~

(s) ~~“Legally authorized advocate or representative” means “legally authorized advocate or representative” as defined in 34 CFR 364.4(b).~~

(t) ~~“Minority group” means “minority group” as defined in 34 CFR 364.4(b).~~

(u) ~~“Nonprofit” means “nonprofit” as defined in 34 CFR 77.1(e).~~

(v) ~~“Nonresidential” means “nonresidential” as defined in 34 CFR 364.4(b).~~

- (w) ~~“Peer relationships” mean “peer relationships” as defined in 34 CFR 364.4(b).~~
- (x) ~~“Peer role models” means “peer role models” as defined in 34 CFR 364.4(b).~~
- (y) ~~“Personal assistance services” means “personal assistance services” as defined in 34 CFR 364.4(b).~~
- (z) ~~“Private” means “private” as defined in 34 CFR 77.1(e).~~
- (aa) ~~“Project” means “project” as defined in 34 CFR 77.1(e).~~
- (ab) ~~“Public” means “public” as defined in 34 CFR 77.1(e).~~
- (ac) ~~“Secretary” means the Secretary of the U.S. Department of Education.~~
- (ad) ~~“Service provider” means:~~
- ~~(1) A CIL that receives financial assistance under Parts B or C of Chapter 1 of Title VII of the section 711(e) and 29 U.S.C. 796(e); or~~
  - ~~(2) Any other entity or individual that meets the requirements of 34 CFR 364.43(e) and provides IL services under a grant or contract from the designated state unit *NHVR* pursuant to 34 CFR 364.43(b).~~
- (ae) ~~“Significant disability” means “significant disability” as defined in 34 CFR 364.4(b).~~
- (af) ~~“Staff position” means “staff position” as defined in 34 CFR 366.5.~~
- (ag) ~~“State independent living services program” (SILS) means the state independent living services program authorized by chapter 1 of title VII of the Act.~~
- (ah) ~~“Statewide independent living council” (SILC) means the statewide independent living council established under 34 CFR 364.21.~~
- (ai) ~~“State plan” means “state plan” as defined in 34 CFR 364.4(b).~~
- (aj) ~~“Transportation” means “transportation” as defined in 34 CFR 364.4(b).~~
- (ak) ~~“Unserved and underserved groups or populations” means “unserved and underserved groups or populations” as defined in 34 CFR 364.4(b).~~

Ed 10167.03 Requirements for Processing Referrals and Applications. The service provider shall apply the standards and procedures established by the designated state unit under Ed 1017.04 to handle ***adhere to the requirements of Ed 1004 for*** referrals and applications for IL services from individuals with significant disabilities.

Ed 10167.04 Requirements for Determining Eligibility.

(a) Before or at the same time that an applicant for IL services ~~may~~ begins receiving IL services funded under Ed 10167, the service provider shall determine the applicant's eligibility and maintain

documentation that the applicant has met the basic requirements specified in ~~34 CFR 364.4029~~ *USC 796b*, relative to assuring that any individual with a significant disability is eligible to receive IL services.

(b) The documentation for eligibility shall be dated and signed by a staff member of the service provider.

Ed 10167.05 Requirements for Determining Ineligibility.

(a) If a determination is made that an applicant for IL services is not an individual with a significant disability, the service provider shall provide documentation of the ineligibility determination ~~that is~~ *which shall be* dated and signed by a staff member.

(b) The service provider shall determine an applicant to be ineligible for IL services only after full consultation with the applicant or, if the applicant chooses, the applicant's parent, guardian, or other legally authorized advocate or representative, or after providing a clear opportunity for this consultation.

(c) The service provider shall notify the applicant in writing of the action taken for the ineligibility determination and inform the applicant or, if the applicant chooses, the applicant's parent, guardian, or other legally authorized advocate or representative, of the applicant's rights and the means by which the applicant may appeal the action taken.

(d) The service provider shall provide a detailed explanation of the availability and purposes of the Client Assistance Program established in New Hampshire under the Act, ~~29 USC 701.112~~, including information on how to contact the program.

(e) ~~If appropriate~~ *If the service provider determines that the applicant can benefit from services other than IL*, the service provider shall refer the applicant to other agencies and facilities, including the ~~designated state unit~~ *NHVR*.

Ed 10167.06 Review of Ineligibility Determination.

(a) If an applicant for IL services has been found ineligible, the service provider shall review the applicant's ineligibility at least once within 12 months after the ineligibility determination ~~has been~~ *was* made and whenever the service provider determines that the applicant's status has materially changed.

(b) The review shall not be conducted in situations where the applicant has refused the review, ~~the applicant is no longer present~~ *resides* in New Hampshire, or ~~their~~ *applicant's whereabouts* ~~location~~ *location* is unknown.

Ed 10167.07 Requirements for an Independent Living Plan.

(a) Unless the individual who is to be provided IL services under Ed 10167 signs a waiver in accordance with Ed 10167.07(b), the service provider, in collaboration with the individual with a significant disability, shall develop and periodically review an IL plan for the individual in accordance with the requirements in Ed 10167.08- *through* Ed 10167.11.

(b) The requirements of Ed 10167.07 with respect to an IL plan shall not apply if the individual knowingly and voluntarily signs a waiver stating that an IL plan is unnecessary.

(c) Subject to Ed 10167.07(b), the service provider shall provide each IL service in accordance with the IL plan.

Ed 10167.08 Initiation and Development of an Independent Living Plan.

(a) Development of an individual's IL plan shall be initiated after documentation of eligibility under Ed 10167.04(a) and shall indicate the goals or objectives established, the services to be provided, and the anticipated duration of the service program and each component service.

(b) The IL plan shall be ~~developed~~ jointly **developed** and signed by a staff member of the service provider and the individual with a significant disability or, if the individual chooses, by the individual's guardian, parent, or other legally authorized advocate or representative.

(c) A copy of the IL plan, and any amendments, shall be provided in an accessible format to the individual with a significant disability that uses appropriate modes of communication consistent with the informed choice of the individual.

Ed 10167.09 Review.

(a) The IL plan shall be reviewed as often as necessary but at least on an annual basis to determine whether services should be continued, modified, or discontinued, or whether the individual should be referred to a program of vocational rehabilitation services under Ed 1010.15 and Ed 1010.16 or to any other program of assistance.

(b) Each individual with a significant disability or, if consistent with state law and the individual chooses, the individual's guardian, parent, or other legally authorized advocate or representative, shall be given an opportunity to review the IL plan and, if necessary, jointly redevelop and agree by signature to its terms.

Ed 10167.10 Coordination with Vocational Rehabilitation, Developmental Disabilities, and Special Education Programs. The development of the IL plan and the provision of IL services shall be coordinated to the maximum extent possible with any individualized:

(a) Written rehabilitation program for vocational rehabilitation services for that individual;

(b) Habilitation program for the individual prepared under the Developmental Disabilities Assistance and Bill of Rights Act, 42 USC 15001; and

(c) Education program for the individual prepared under part B of the Individuals with Disabilities Education Act **20 USC 1440, et seq., as implemented by** 34 CFR 300 and 303.

Ed 10167.11 Termination of Services. If the service provider intends to terminate services to an individual receiving IL services under an IL plan, the service provider shall follow the procedures in Ed 10167.05(c)-(e) and Ed 10167.06.

Ed 10167.12 Maintaining Records for the Individual.

(a) For each applicant for IL services other than information and referral and for each individual receiving IL services other than information and referral, the service provider shall maintain a service record that includes:

(1) Documentation concerning eligibility or ineligibility for services;

- (2) The services requested by the applicant or individual;
- (3) Either the IL plan developed with the applicant or individual or a waiver signed by the applicant or individual stating that an IL plan is unnecessary;
- (4) The services actually provided to the applicant or individual; and
- (5) The IL goals or objectives:
  - a. Established with the applicant or individual, whether or not in the applicant's or individual's IL plan; and
  - b. Achieved by the applicant or individual.

(b) A service record for an applicant and an individual shall be maintained either electronically or in written form, except that the IL plan and waiver shall be in writing.

Ed 10167.13 Durational Limitations on Independent Living Services. The service provider shall not impose any uniform durational limitations on the provision of IL services, except as otherwise provided by federal law or regulation.

Ed 10167.14 Standards for Service Providers. In providing IL services to individuals with significant disabilities, service providers shall comply with:

- (a) The written standards for IL service providers established by the ~~designated state unit~~ *NHVR* pursuant to Ed 1017.05; and
- (b) All applicable state or federal licensure or certification requirements.

Ed 10167.15 Use of Personally *Identifiable* Information (*PII*) by Service Providers. *Personally identifiable information (PII) and other personal information and data shall be collected and shared pursuant to the provisions of Ed 1004.*

- (a) ~~All personal information in the possession of the service provider shall be used only for the purposes directly connected with the provision of IL services.~~
- (b) ~~Information containing identifiable personal information shall not be shared with advisory or other bodies that do not have official responsibility for the provision of IL services.~~
- (c) ~~In the provision of IL services or the administration of the IL program under which IL services are provided, the service provider shall only obtain personal information from other service providers and cooperating agencies under assurances that the information shall not be further divulged, except as provided under Ed 1016.16 and Ed 1016.17.~~

Ed 1016.16 Release of Personal Information to Recipients of Independent Living Services.

- (a) ~~Except as provided in Ed 1016.16(b) and (c), if requested in writing by a recipient of IL services, the service provider shall release all information in that individual's record of services to the individual or the individual's legally authorized representative.~~

~~(b) Medical, psychological, or other information that the service provider determines may be harmful to the individual shall not be released directly to the individual, but shall be provided through a qualified medical or psychological professional or the individual's legally authorized representative.~~

~~(c) If personal information has been obtained from another agency or organization, it shall be released only by, or under the conditions established by, the other agency or organization.~~

~~Ed 1016.17 Release of Personal Information for Audit, Evaluation, and Research.~~

~~(a) Personal information may be released to an organization, agency, or individual engaged in audit, evaluation, or research activities subject to the provisions of Ed 1016.17(b).~~

~~(b) Personal information shall be released only if the organization, agency, or individual assures that:~~

~~(1) The information will be used only for the purposes for which it is being provided;~~

~~(2) The information will be released only to persons officially connected with the audit, evaluation, or research;~~

~~(3) The information will not be released to the involved individual;~~

~~(4) The information will be managed in a manner to safeguard confidentiality; and~~

~~(5) The final product will not reveal any personally identifying information without the informed written consent of the involved individual or the individual's legally authorized representative.~~

~~Ed 1016.18 Release to Other Programs or Authorities.~~

~~(a) Upon receiving the informed written consent of the individual or, if appropriate, the individual's legally authorized representative, the service provider shall release personal information to another agency or organization for the latter's program purposes only to the extent that the information is released to the involved individual under Ed 1016.16 and only to the extent that the other agency or organization demonstrates that the information requested is necessary for the proper administration of its program.~~

~~(b) Medical or psychological information shall be released under Ed 1016.18(a) only if the other agency or organization assures the service provider that the information will be used only for the purpose for which it is being provided and will not be further released to the individual.~~

~~(c) The service provider shall release personal information if required by federal laws or regulations.~~

~~(d) The service provider shall release personal information in response to investigations in connection with law enforcement, fraud, or abuse, unless expressly prohibited by federal or state laws or regulations, and in response to judicial order.~~

~~(e) The service provider also shall release personal information to protect the individual or others if the individual poses a threat to his or her safety or to the safety of others.~~

~~Ed 10167.196 Review Procedures Available to Individuals.~~

(a) The review procedures in Ed 100421 shall be available to an individual to request and receive a timely review of any adverse decision made by the service provider concerning the individual's request for IL services or the provision of IL services to the individual.

(b) Each service provider shall inform each individual who seeks or is receiving IL services from the service provider about the review procedures required by Ed 10167.196(a). The information about the review procedures shall be in an accessible format that uses appropriate modes of communication consistent with the informed choice of the individual.

~~PART Ed 1017 STATE INDEPENDENT LIVING SERVICES AND CENTERS FOR INDEPENDENT LIVING~~

~~Ed 1017.01 Definitions. Except where the context makes another meaning clear, the following words have the meaning indicated when used in Ed 1017:~~

~~(a) “Administrative support services” means “administrative support services” as defined in 34 CFR 364.4(b).~~

~~(b) “Advocacy” means “advocacy” as defined in 34 CFR 364.4(b).~~

~~(c) “Applicant” means “applicant” as defined in 34 CFR 77.1(e).~~

~~(d) “Application” means “application” as defined in 34 CFR 77.1(e).~~

~~(e) “Attendant care” means “attendant care” as defined in 34 CFR 364.4(b).~~

~~(f) “Award” means “award” as defined in 34 CFR 74.2.~~

~~(g) “Center for independent living” (CIL) means “center for independent living” as defined in 34 CFR 364.4(b).~~

~~(h) “Centers for independent living program” means the centers for independent living program authorized by chapter 1 of title VII of the Act.~~

~~(i) “Consumer control” means “consumer control” as defined in 34 CFR 364.4(b).~~

~~(j) “Cross disability” means “cross disability” as defined in 34 CFR 364.4(b).~~

~~(k) “Department” means the U.S. Department of Education.~~

~~(l) “Decision making position” means “decision making position” as defined in 34 CFR 366.5.~~

~~(m) “Eligible agency” means “eligible agency” as defined in 34 CFR 364.4(b).~~

~~(n) “Fiscal year” means “fiscal year” as defined in 34 CFR 77.1(e).~~

~~(o) “Independent living core services” mean “independent living core services” as defined in 34 CFR 364.4(b).~~

(p) “Independent living services (IL)” mean “independent living services” as defined in 34 CFR 364.4(b).

(q) “Individual with a disability” means “individual with a disability” as defined in 34 CFR 364.4(b).

(r) “Individual with a significant disability” means “individual with a significant disability” as defined in 34 CFR 364.4(b).

(s) “Legally authorized advocate or representative” means “legally authorized advocate or representative” as defined in 34 CFR 364.4(b).

(t) “Minority group” means “minority group” as defined in 34 CFR 364.4(b).

(u) “Nonprofit” means “nonprofit” as defined in 34 CFR 77.1(e).

(v) “Nonresidential” means “nonresidential” as defined in 34 CFR 364.4(b).

(w) “Peer relationships” mean “peer relationships” as defined in 34 CFR 364.4(b).

(x) “Peer role models” means “peer role models” as defined in 34 CFR 364.4(b).

(y) “Personal assistance services” means “personal assistance services” as defined in 34 CFR 364.4(b).

(z) “Private” means “private” as defined in 34 CFR 77.1(e).

(aa) “Project” means “project” as defined in 34 CFR 77.1(e).

(ab) “Public” means “public” as defined in 34 CFR 77.1(e).

(ac) “Secretary” means the Secretary of the U.S. Department of Education.

(ad) “Service provider” means:

(1) A CIL that receives financial assistance under Parts B or C of Chapter 1 of Title VII of the Act, section 711(e) and 29 U.S.C. 796(e); or

(2) Any other entity or individual that meets the requirements of 34 CFR 364.43(e) and provides IL services under a grant or contract from the designated state unit *NHVR* pursuant to 34 CFR 364.43(b).

(ae) “Significant disability” means “significant disability” as defined in 34 CFR 364.4(b).

(af) “Staff position” means “staff position” as defined in 34 CFR 366.5.

(ag) “State independent living services program” (SILS) means the state independent living services program authorized by chapter 1 of title VII of the Act.

(ah) “Statewide independent living council” (SILC) means the statewide independent living council established under 34 CFR 364.21.

~~(ai) “State plan” means “state plan” as defined in 34 CFR 364.4(b).~~

~~(aj) “Transportation” means “transportation” as defined in 34 CFR 364.4(b).~~

~~(ak) “Unserved and underserved groups or populations” means “unserved and underserved groups or populations” as defined in 34 CFR 364.4(b).~~

~~Ed 1017.02 Independent Living Core Services.~~

~~(a) The designated state unit shall provide directly, or through grants or contracts, the following IL core services:~~

~~(1) Information and referral services;~~

~~(2) IL skills training;~~

~~(3) Peer counseling, including cross-disability peer counseling; and~~

~~(4) Individual and systems advocacy.~~

~~(b) Funding for the core services provided under this section shall meet the requirements of 34 CFR 365.21.~~

~~(c) The provisions of 34 CFR 365.23 shall apply relative to making subgrants and contracts to provide IL services.~~

~~Ed 1017.03 Additional Independent Living Services. In addition to the IL core services provided under Ed 1017.02, the designated state unit shall also provide other IL services defined in 34 CFR 364.4(b). Funding for additional IL services shall meet the requirements of 34 CFR 365.22.~~

~~Ed 1017.04 Standards for Processing Referrals and Applications. The following standards and procedures shall be applied by service providers to handle referrals and applications for IL services from individuals with significant disabilities:~~

~~(a) An individual shall be eligible for IL services if the individual has a significant physical, mental, cognitive, or sensory impairment that limits the individual’s ability to function independently in the family or in the community.~~

~~(b) Referrals shall be accepted for IL services from individuals, community-based organizations, family members, and service providers.~~

~~Ed 1017.05 Standards for Service Providers.~~

~~(a) Service providers that are not CILs shall meet the following minimum standards for providing IL services:~~

~~(1) Be community based;~~

~~(2) Be nonprofit;~~

~~(3) Provide cross-disability services and programs;~~

~~(4) Be consumer controlled so that a majority of the members of the governing body are individuals with disabilities; and~~

~~(5) Promote and practice a philosophy of independent living.~~

~~(b) CILs under a contract with the designated state unit shall meet the following minimum standards and provide the following specialized IL services to individuals with significant disabilities:~~

~~(1) Accessible van transportation;~~

~~(2) A transportation reimbursement program;~~

~~(3) Adaptive equipment and home access;~~

~~(4) Youth services; and~~

~~(5) Outreach to populations of individuals with significant disabilities.~~

~~(c) Participating service providers shall provide the designated state unit with the information necessary to show that they meet all applicable state licensure or certification requirements in order to be eligible to enter into grants or contracts with the designated state unit.~~

~~Ed 1017.06 Awarding Grants to Centers for Independent Living.~~

~~(a) The director of the designated state unit shall award grants under the Act, section 723, 29 USC 796f 1(a)(2) and Ed 1017.07-08 to CILs located within New Hampshire or in a bordering state in a fiscal year if:~~

~~(1) The director submits to the Secretary and obtains approval of an application to award grants for that fiscal year under the Act, section 722, 29 USC 796f 1(a) and 34 CFR 366.32 (a) and (b); and~~

~~(2) The Secretary determines that the amount of state funds that were earmarked by New Hampshire to support the general operation of CILs meeting the requirements of part C of chapter 1 of title VII of the Act in the second fiscal year preceding the fiscal year for which the application is submitted equaled or exceeded the amount of federal funds allotted to New Hampshire under the Act, 29 USC 701.721, or part B of title VII of the Act as in effect on October 28, 1992 for that preceding fiscal year.~~

~~(b) For the purposes of Ed 1017.06-Ed 1017.15, the second fiscal year preceding the fiscal year for which New Hampshire submits an application to administer the CIL program shall be considered the preceding fiscal year."~~

~~(c) For the purposes of Ed 1017.06-Ed 1017.15, earmarked funds are those funds described in 34 CFR 366.30 and 31.~~

~~Ed 1017.07 Order of Priorities for Allocating Funds Among Centers for Independent Living.~~

~~(a) The director of the designated state unit shall follow the order of priorities in 34 CFR 366.22 for allocating funds among CILs within New Hampshire, to the extent funds are available.~~

~~(b) If the order of priorities in 34 CFR 366.22 is followed and, after meeting the priorities in 34 CFR 366.22(a)(1) and (2), there are insufficient funds under New Hampshire's allotment under the Act, 29 USC 701.721(e) and (d), to fund a new CIL under 34 CFR 366.22(a)(3), the director shall:~~

~~(1) Use the excess funds in New Hampshire to assist existing CILs consistent with the state plan; or~~

~~(2) Return these funds to the Secretary for reallocation in accordance with the Act, 29 USC 701.721(d).~~

~~Ed 1017.08 Procedures for Making a Grant for a New Center for Independent Living.~~

~~(a) In selecting from among applicants for a grant for a new CIL under 34 CFR 366.24, the director of the designated state unit and the chairperson of the SILC, or other individual designated by the SILC to act on behalf of and at the direction of the SILC, shall jointly appoint a peer review committee that shall rank applications in accordance with the standards and assurances in section 725(b) and (c) of the Act, 29 USC 701.725(b) and (c), and 34 CFR 366.50 and 34 CFR 366.60-63.~~

~~(b) The peer review committee shall consider the ability of each applicant to operate a CIL and shall recommend an applicant to receive a grant for a new CIL based on either the selection criteria in 34 CFR 366.27 or the following:~~

~~(1) Evidence of the need for a CIL, consistent with the state plan;~~

~~(2) Any past performance of the applicant in providing services comparable to IL services;~~

~~(3) The plan for complying with, or demonstrated success in complying with, the standards and the assurances in the Act, 29 USC 701.725(b) and (c), and 34 CFR 366.50 and 34 CFR 366.60-63;~~

~~(4) The quality of key personnel of the applicant and the involvement of individuals with significant disabilities by the applicant;~~

~~(5) The budget and cost effectiveness of the applicant;~~

~~(6) The evaluation plan of the applicant; and~~

~~(7) The ability of the applicant to carry out the plans identified in Ed 1017.05(b)(3) and (6).~~

~~(c) The director of the designated state unit shall award the grant on the basis of the recommendations of the peer review committee if the actions of the committee are consistent with federal and state law.~~

~~Ed 1017.09 Procedures for Review of Centers for Independent Living.~~

~~(a) The director of the designated state unit shall, in accordance with the Act, 29 USC 701.723(g)(1) and (h), review each CIL receiving funds under 29 USC 723 to determine whether the CIL~~

~~is in compliance with the standards and assurances in the Act, 29 USC 701.725(b) and (c), and 34 CFR 366.50 and 34 CFR 366.60-63.~~

~~(b) The reviews of CILs shall include annual on-site compliance reviews of at least 15 percent of the CILs assisted under the Act, 29 USC 701.723, in each year.~~

~~(c) Each team that conducts an on-site compliance review of a CIL shall include at least one person who is not an employee of the designated state unit, who has experience in the operation of CILs, and who is jointly selected by the director of the designated state unit and the chairperson of the SILC, or other individual designated by the SILC to act on behalf of and at the direction of the SILC.~~

~~(d) A copy of each review shall be provided to the Secretary and the SILC.~~

~~Ed 1017.10 Initiation of Enforcement Procedures by Director.~~

~~(a) If the director of the designated state unit determines that any CIL receiving funds under 34 CFR 366 is not in compliance with the standards and assurances in the Act, 29 USC 701.725(b) and (c) and 34 CFR 366.50 and 34 CFR 366.60-63, the director shall immediately provide the CIL by certified mail, return receipt requested, with an initial written notice that the CIL is out of compliance with the standards and assurances and that the director shall terminate the CIL's funds or take other proposed significant adverse action against the CIL 90 days after the CIL's receipt of this initial written notice. The director of the designated state unit shall provide technical assistance to the CIL to develop a corrective action plan to comply with the standards and assurances.~~

~~(b) Unless the CIL submits, within 90 days after receiving the notification required by Ed 1017.10(a), a corrective action plan to achieve compliance that is approved by the director of the designated state unit or, if appealed, by the Secretary, the director shall terminate all funds under the Act, 29 USC 796f 4, to a CIL 90 days after the later of:~~

~~(1) The date that the CIL receives the initial written notice required by Ed 1017.10(a); or~~

~~(2) The date that the CIL receives the Secretary's final decision issued pursuant to 34 CFR 366.46(c) if:~~

~~a. The CIL files a formal written appeal of the director's final written decision pursuant to Ed 1017.10(a); or~~

~~b. The CIL files a formal written appeal of the decision described in the director's initial written notice pursuant to Ed 1017.14(b).~~

~~(c) Other proposed significant adverse action that may be taken includes:~~

~~(1) Excluding the CIL from the development of the state plan for independent living; and~~

~~(2) Having the SILC prohibit the CIL from participating in SILC activities.~~

~~Ed 1017.11 Information to be Included in Initial Written Notice from Director.~~

~~(a) The initial written notice required by Ed 1017.10(a) shall include, at a minimum, the following:~~

~~(1) The name of the CIL;~~

~~(2) The reason or reasons for proposing the termination of funds or other significant adverse action against the CIL, including any evidence that the CIL has failed to comply with any of the evaluation standards or assurances in the Act, 29 USC 701.725(b) and (c), and 34 CFR 366.50 and 34 CFR 366.60-63; and~~

~~(3) The effective date of the proposed termination of funds or other significant adverse action against the CIL.~~

~~(b) The initial written notice required by Ed 1017.10(a) shall be given 90 days in advance of the date the director of the designated state unit intends to terminate a CIL's funds or take any other significant adverse action against the CIL.~~

~~(c) The initial written notice required by Ed 1017.10(a) shall inform the CIL that it has 90 days from the date the CIL receives the notice to submit a corrective action plan.~~

~~(d) The initial written notice required by Ed 1017.10(a) shall inform the CIL that it may seek alternative dispute resolution under Ed 200 in accordance with a corrective action plan under Ed 1017.10(a) to resolve any dispute with the director of the designated state unit within the 90 days before the proposed termination of funds or other significant adverse action against the CIL.~~

~~(e) The initial written notice required by Ed 1017.10(a) shall inform the CIL that, if alternative dispute resolution is not successful and the director of the designated state unit does not issue a final written decision pursuant to Ed 1017.12, the CIL may appeal to the Secretary the decision described in the director's initial written notice on or after the 90th day, but not later than the 120th day, after the CIL receives the director's initial notice.~~

~~Ed 1017.12 Issuing A Final Written Decision.~~

~~(a) If the CIL submits a corrective action plan in accordance with Ed 1017.10(b), the director of the designated state unit shall provide to the CIL, not later than the 120th day after the CIL receives the director's initial written notice, a final written decision approving or disapproving the CIL's corrective action plan and informing the CIL, if appropriate, of the termination of the CIL's funds or any other proposed significant adverse action against the CIL.~~

~~(b) The director of the designated state unit shall send the final written decision to the CIL by registered or certified mail, return receipt requested.~~

~~(c) The director of the division's final written decision to terminate funds or take any other adverse action against a CIL shall not take effect until 30 days after the date that the CIL receives the final written decision.~~

~~(d) If a CIL appeals the final written decision pursuant to Ed 1017.14, the director of the designated state unit's final written decision to terminate funds or take any other adverse action against a CIL shall not take effect until the Secretary issues a final decision.~~

~~Ed 1017.13 Information Included in Final Written Decision. The director of the designated state unit's final written decision to disapprove a CIL's corrective action plan required by Ed 1017.12 shall:~~

~~(a) Address any response from the CIL to the director's initial written notice to terminate funds or take other significant adverse action against the CIL;~~

~~(b) Include a statement of the reasons why the director could not approve the corrective action plan; and~~

~~(c) Inform the CIL of its right to appeal to the Secretary the director's final written decision to terminate funds or take any other significant adverse action against the CIL.~~

~~Ed 1017.14 Appealing a Decision.~~

~~(a) To obtain the Secretary's review of the director of the designated state unit's final written decision to disapprove a CIL's corrective action plan submitted pursuant to Ed 1017.10(b), the CIL shall file, within 30 days from receipt of the director's final written decision, a formal written appeal with the Secretary giving the reasons why the CIL believes that the director should have approved the CIL's corrective action plan.~~

~~(b) To obtain the Secretary's review of a decision described in the director of the designated state unit's initial written notice, a CIL that does not submit a corrective action plan to the director shall file, in accordance with Ed 1017.14(c)(1)(a), a formal written appeal with the Secretary giving the reasons why the CIL believes that the director should have found the CIL in compliance with the standards and assurances in the Act, 29 USC 701.725(b) and (c), and 34 CFR 366.50 and 34 CFR 366.60-63.~~

~~(c) To appeal to the Secretary a decision described in the director of the designated state unit's initial written notice or the director's final written decision to disapprove a CIL's corrective action plan and to terminate or take other significant adverse action, a CIL shall file with the Secretary:~~

~~(1) A formal written appeal:~~

~~a. On or after the 90th day but not later than the 120th day following a CIL's receipt of a director's initial written notice; or~~

~~b. On or before the 30th day after a CIL's receipt of the director's final written decision to disapprove a CIL's corrective action plan and to terminate or take other significant adverse action;~~

~~(2) A copy of the corrective action plan, if any, submitted to the director; and~~

~~(3) One copy each of any other written submissions sent to the director in response to the director's initial written notice to terminate funds or take other significant adverse action against the CIL.~~

~~(d) The date of filing a formal written appeal to the Secretary under Ed 1017.14(c) shall be determined pursuant to the requirements of 34 CFR 81.12.~~

~~(e) If the CIL files a formal written appeal with the Secretary, the CIL shall send a separate copy of this appeal to the director of the designated state unit by registered or certified mail, return receipt requested.~~

~~(f) The CIL's formal written appeal to the Secretary shall state why:~~

~~(1) The director of the designated state unit has not met the burden of showing that the CIL is not in compliance with the standards and assurances in the Act, 29 USC 701.725(b) and (c), and in 34 CFR 366.50 and 34 CFR 366.60-63;~~

~~(2) The corrective action plan, if any, should have been approved; or~~

~~(3) The director of the designated state unit has not met the procedural requirements of Ed 1017.10-Ed 1017.15.~~

~~(g) As part of its submissions under this section, the CIL may request an informal meeting with the Secretary at which representatives of both parties shall have an opportunity to present their views on the issues raised in the appeal, in accordance with 34 CFR 366.46.~~

~~(h) The director of the designated state unit's decision to terminate funds that is described in an initial written notice or final written decision shall be stayed as of the date determined pursuant to Ed 1017.14(d) that the CIL files a formal written appeal with the Secretary.~~

~~Ed 1017.15 Action by Director upon Receipt of Center for Independent Living's Formal Written Appeal to the Secretary.~~

~~(a) If the CIL files a formal written appeal in accordance with Ed 1017.14(e), the director of the designated state unit shall, within 15 days of receipt of the CIL's appeal, submit to the Secretary one copy each of the following:~~

~~(1) The director's initial written notice sent to the CIL to terminate funds or take any other significant adverse action against the CIL;~~

~~(2) The director's final written decision, if any, to disapprove the CIL's corrective action plan and to terminate the CIL's funds or take any other significant adverse action against the CIL;~~

~~(3) Any other written documentation or submissions the director wishes the Secretary to consider; and~~

~~(4) Any other information requested by the Secretary.~~

~~(b) As part of its submissions under Ed 1017.15(a), the director of the designated state unit may request an informal meeting with the Secretary at which representatives of both parties shall have an opportunity to present their views on the issues raised in the appeal, in accordance with 34 CFR 366.46.~~

PART Ed 1018 INDEPENDENT LIVING SERVICES FOR OLDER INDIVIDUALS WHO ARE BLIND

Ed 1018.01 Purpose. The purpose of the independent living services for older individuals who are blind program is to support projects that:

(a) Provide any of the IL services ~~to older individuals who are blind that are~~ *as* described in 34 CFR 367.3(b);

(b) Conduct activities that will improve or expand services for older individuals who are blind; and

(c) Conduct activities to help improve public understanding of the problems of older individuals who are blind.

Ed 1018.02 Definitions. Except where the context makes another meaning clear, the following words *terms defined in 34 CFR 367.5 shall* have the *same* meaning indicated when used in Ed 1018:

(a) ~~“Independent living services for older individuals who are blind” means “independent living services for older individuals who are blind” as defined in 34 CFR 367.5.~~

(b) ~~“Older individual who is blind” means “older individual who is blind” as defined in 34 CFR 367.5.~~

Ed 1018.03 Services for Older Individuals Who Are Blind. For the purposes of Ed 1018.01(a), IL services for older individuals who are blind shall include:

(a) Services to help correct blindness ~~that include~~*ing*:

(1) Outreach services;

(2) Visual screening;

(3) Surgical or therapeutic treatment to prevent, correct, or modify disabling eye conditions; and

(4) Hospitalization related to these services;

(b) The provision of eyeglasses and other visual aids;

(c) The provision of services and equipment to assist an older individual who is blind ~~to~~ *with* ~~become~~*ing* more mobile and more self-sufficient;

(d) Mobility training, Braille instruction, and other services and equipment to help an older individual who is blind adjust to blindness;

(e) Guide services, reader services, and transportation;

(f) Any other appropriate service designed to assist an older individual who is blind in coping with daily living activities, including supportive services and rehabilitation teaching services;

(g) IL skills training, information and referral services, peer counseling, and individual advocacy training; and

(h) Other IL services as defined in the Act, 29 USC 707(30), and as listed in 34 CFR 365.22.

Ed 1018.04 Administering the Program.

(a) The ~~designated state unit~~ *NHVR* shall administer the program in Ed 1018 in order to carry out the purposes listed in Ed 1018.01 either directly or through:

(1) Grants to public or private nonprofit agencies or organizations; or

(2) Contracts with individuals, entities, or organizations that are not public or private nonprofit agencies or organizations.

(b) Notwithstanding Ed 1018.04(a), the ~~designated state unit~~ **NHVR** may enter into assistance contracts with public or private nonprofit agencies or organizations by following the requirements in 34 CFR 366.32(e).

(c) Notwithstanding Ed 1018.04(a), the ~~designated state unit~~ **NHVR** shall not enter into procurement contracts with public or private nonprofit agencies or organizations, as provided in 34 CFR 366.32(f).

#### PART Ed 1019 NEW HAMPSHIRE BUSINESS ENTERPRISE PROGRAM

Readopt with amendment Ed 1019.01, effective 7-14-20 (Document #13069 Emergency), to read as follows:

Ed 1019.01 Purpose. The purpose of the New Hampshire Business Enterprise Program (BEP) is to support self-employment for individuals who are legally blind through career opportunities in cafeteria, snack bar, and vending services **provide blind persons with remunerative employment, enlarge the economic opportunities for the blind, and stimulate the blind to strive to make them self-supporting.** The New Hampshire department of Education, through the BEP of the office of services for blind and visually impaired, (SBVI) ~~is the~~ **shall be the** state licensing agency (SLA) for legally blind individuals who operate food and vending service facilities on federal, state, and other properties.

Adopt Ed 1019.02 to read as follows:

**Ed 1019.02 Authority. The implementation of agreed-upon rules, standards, and procedures affecting the overall operation of the vending facilities program shall be subject to review by the committee, as defined in Ed 1019.03(g). SBVI shall have final authority and responsibility for the administration and operation of the vending facilities program.**

Readopt with amendment and renumber Ed 1019.02, effective 7-14-20 (Document #13069 Emergency) as Ed 1019.03, to read as follows:

Ed 1019.023 Definitions. Except where the context makes another meaning manifest, the definitions ~~terms defined~~ in 34 CFR 395.1, **Ed 1002.01, and Ed 1109 shall have the same meanings indicated when used in Ed 1016 in addition to the following terms:**

(a) “Individual who is legally blind” means “blind person” as defined in 34 CFR 395.1(c). “**Active participation**” means **an ongoing process of negotiations between SBVI and the committee to achieve joint planning and approval of program policies, standards, and procedures affecting the overall operation of the vending facilities program, prior to their implementation by SBVI;**

(b) “License” means “license” as defined in 34 CFR 395.1(i). “**Business enterprise program (BEP)**” means **the New Hampshire business enterprise program in the department of education;**

(c) “Net proceeds” means “net proceeds” as defined in 34 CFR 395.1(k). “**Individual who is legally blind**” means **a blind person as defined in 34 CFR 361.1(c);**

(d) “Operator” means an individual who is legally blind who is licensed to operate a vending facility on federal or other property. “**Manager**” means **an individual who is legally blind who is licensed to operate a vending facility on federal or other property.**

(e) ~~“Other property” means “other property” as defined in 34 CFR 395.1(n). “Roster” means a list of all qualified candidates who have successfully completed all BEP training requirements and are eligible and awaiting assignment to a vacant vending facility;~~

(f) ~~“Program” means the New Hampshire business enterprise program in the Designated State Agency, the Designated State Unit. “Services for blind and vision impaired (SBVI)” means “Blind Services” as defined in 186-B:10-II; and~~

(g) ~~“Secretary” means the United States Secretary of Education. “State committee of licensed managers (the committee)” means an officially constituted body within State government, functioning as an integral part of the State’s BEP. The committee shall be consist of all licensed managers and shall carry out its duties in accordance with 34 C.F.R. 395.14;~~

(h) ~~Services for Blind and Visually Impaired” means “Blind Services” as defined in 186 B:10 II.~~

(i) ~~“State Committee of Licensed Operators” or “Committee” means “Committee of Licensed Operators” as described in 34 CFR 395.14 (a).~~

(j) ~~“Vending facility” means “vending facility” as defined in 34 CFR 395.1(x).~~

(k) ~~“Vending machine” means “vending machine” as defined in 34 CFR 395.1(y).~~

(l) ~~“Vending machine income” means “vending machine income” as defined in 34 CFR 395.1(z).~~

(m) ~~“Vending Route” means a combination of vending locations which as a whole are treated administratively for bidding, reporting and other purposes as a single location.~~

Repeal Ed 1019.03 as follows:

~~Ed 1019.03 Issuance of Vending Facility Licenses.~~

~~(a) SBVI shall license qualified candidates to operate vending facilities on federal, state, and other property in accordance with Ed 1016.045.~~

~~(b) Licenses shall be issued only to qualified individuals who are legally blind and on the roster.~~

Readopt with amendment Ed 1019.04(a) and (b), effective 7-14-20 (Document #13069 Emergency) and insert a new (c), to read as follows:

Ed 1019.04 ~~Licensing Procedure~~Issuance of Vending Facility Manager Licenses.

*(a) SBVI shall issue licenses only to a candidate who is:*

*(1) A citizen of the United States;*

*(2) Legally blind as defined in Ed 1019.03(b); and*

*(3) Qualified to operate a vending facility by evidence of having successfully completed training prescribed by SBVI or by virtue of demonstrated experience.*

~~(a) The licensing procedure shall be as follows:~~

- ~~(1) SBVI shall maintain a roster of blind persons who are eligible and who desire to qualify as vending facility operators;~~
- ~~(2b) Preference shall be given to qualified candidates who:~~
- ~~a.(1) Are in need of employment; *and*~~
  - ~~b.(2) Are residents of the state of New Hampshire; *and*~~
  - ~~c. Have the experience and training for the location on which they are bidding; *and*.~~
- ~~(3) In selecting a candidate who is deemed appropriate to enter the BEP training program, SBVI shall focus on the candidates' individual skills, abilities, and personal qualifications especially suited to the operation of a vending facility as determined by materials submitted by the individual and/or VR counselor if applicable, including but not limited to evaluation reports, educational background, work experience, and resumes. The candidate shall also meet with the committee chair and administrator of SBVI during the initial interview phase of the acceptance process.~~

*(c) Candidates, who have satisfactorily completed the training and probationary period described in Ed 1019.05 and Ed 1019.06, shall be issued a manager license.*

Readopt with amendment and renumber Ed 1019.15, effective 7-14-20 (Document #13069 Emergency) as Ed 1019.05, to read as follows:

Ed 1019.4505 Training Program and Probationary Period.

- (a) All ~~operator~~**manager** candidates shall complete a training program in accordance with the training plan developed by SBVI. The training program shall include evaluation and training in blind/low vision rehabilitation as well as formal classroom instruction and on the job training on an individual basis.
- (b) The training program will generally be no less than 6 months but may take longer if individual situations require, provided that the candidate is showing successful progress. *In selecting a candidate who is deemed appropriate to enter the BEP training program, SBVI shall focus on the candidates' individual skills, abilities, and personal qualifications especially suited to the operation of a vending facility as determined by materials submitted by the candidate, NHVR counselor, or both, including but not limited to evaluation reports, educational background, work experience, and resumes.*
- (c) *SBVI shall document that the candidate possesses the necessary skills to function as an independent blind person and the aptitude to be a successful business owner.*
- (d) *The candidate shall meet with the committee chair and administrator of SBVI during the initial interview phase of the acceptance process.*
- (e) *After considering all available information including the interview and recommendation of the committee chair, the administrator shall make the decision as to whether or not to accept the candidate into the training.*
- (f) *Training shall be developed by SBVI with the active participation of the committee.*

***(g) Training shall consist of a standardized training curriculum combined with on-the-job training in areas including, but not be limited to:***

- (1) Health and sanitation;***
- (2) Customer service;***
- (3) Vending management;***
- (4) Café management;***
- (5) Marketing;***
- (6) Human resources;***
- (7) Business processes;***
- (8) Accounting;***
- (9) Randolph-Sheppard Act; and***
- (10) State rules and regulations.***

Readopt with amendment and renumber Ed 1019.04(b), effective 7-14-20 (Document #13069 Emergency) as Ed 1019.05(h), to read as follows:

***(bh)*** Candidates, who have been accepted and have satisfactorily completed the training program in Ed 1016.15, ***prescribed by SBVI*** shall be placed on a roster.

Readopt with amendment and renumber Ed 1019.04(c)-(k), effective 7-14-20 (Document #13069 Emergency) as Ed 1019.06(a)-(e), to read as follows:

***Ed 1019.06 Probationary Candidates (Individuals on the Roster).***

***(ea)*** When a location becomes available for bid, an individual on the roster may bid along with the licensed operator ~~operator~~ ***managers***.

***(eb)*** ***A candidate from the roster who is awarded a first location*** There shall ~~be~~ ***serve*** a probationary period not to exceed 6 months ~~for candidates taken from the roster when awarded a first location.~~

***(ec)*** At the end of the probationary period, a candidate who is acceptable to SBVI and wishes to remain in the program shall be issued a license based on the following criteria:

- (1)*** The candidate receives satisfactory evaluation reports as acknowledged by SBVI, and these reports have been reviewed with the ***NHVR*** counselor if applicable and the committee chair; and
- (2)*** The evaluation reports attest that the candidate effectively demonstrates the ability to:
  - a. Provide good customer service;

- b. Maintain proper food service sanitation standards;
- c. Understand the principles of:
  - 1. Product inventory control;
  - 2. Daily cash control;
  - 3. Banking procedures;
  - 4. Proper licensing procedures; and
  - 5. Submission of city, state and federal taxes; and
- d. Maintain the required monthly profit and loss reports.

~~(fd)~~ A candidate whose performance is not acceptable to SBVI shall not be licensed by SBVI and shall be removed from the program when the candidate fails to meet the criteria listed in Ed 1019.076~~(bc)~~ during the training or the probationary periods.

~~(ge)~~ Licenses shall be issued to the ~~operator~~ **manager** by SBVI for an indefinite period. Licenses **and** shall be subject to termination as provided in **Ed 1019.14 and** Ed 10169.015.

~~(h)~~ SBVI shall select operators for vending facilities. Generally one operator will be selected, however, 2 operators may bid jointly on a location. Two co-operators may be selected by SBVI when a facility has sufficient earning power to adequately support more than one operator. Such selection shall be approved by a majority vote of the licensed operators in the state. Preference for a bid shall be towards a single operator unless it is deemed the location will be more adequately serviced by joint operators or an operator and assistant.

~~(i)~~ Operators selected shall be compatible and mutually acceptable to each other, with compensation determined on a profit sharing basis agreeable to the operators concerned and SBVI.

~~(j)~~ Candidates, who have satisfactorily completed the probationary period and who have completed the training program in Ed 1016.15, shall be issued a license.

~~(k)~~ The administrative appeal of any licensing decision made under this section shall be pursuant to Ed 1016.18 (a),(2).

Readopt with amendment and renumber Ed 1019.14, effective 7-14-20 (Document #13069 Emergency) as Ed 1019.07, to read as follows:

Ed 1019.1407 Transfers and Promotions of **Licensed OperatorsManagers**. The following procedures shall apply to transfer and promotion of operators:

**(a) When a location becomes available for bid, the vacancy shall be announced to all licensed managers and individuals on the roster.**

**(b) When an opportunity to bid on a location is announced, a manager may bid or not bid without prejudice to future consideration of a subsequent bid by the potential applicant.**

*(c) A manager shall be informed of additional requirements of a particular property management, including, but not limited to, security clearance background checks and drug screenings, and shall agree to the additional requirements as a condition of being assigned.*

*(d) Any manager who is in probationary status as outlined in Ed 1019.06(b), has not completed the continuing education requirements set forth in Ed 1019.18, or is delinquent with respect to filing any reports or had any indebtedness to the BEP or the state of New Hampshire at the time of the vacancy announcement shall not be permitted to bid for the vacancy.*

*(æ) A selection committee shall be convened by the administrator of SBVI when new opportunities become available for promotion or transfer. The selections committee shall include a representative of the state committee of licensed operators, managers assigned by the chair or co-chairs, the BEP coordinator, the program assistant coordinator, and a counselor from the designated state agency's office of and a SBVI representative appointed by the SBVI administrator. The duties of the committee shall be to oversee and manage the provisions of Ed 1016.14(b) - (f) relative to the transfer and promotion of operators.*

*(f) The selection committee shall interview all candidates who submit a bid and score the candidates using the following criteria:*

- (1) Record of performance for the past two years;*
- (2) The manager's plan for the new business including a business plan if applicable;*
- (3) Responses to interview questions; and*
- (4) Personal appearance, demeanor, and attitude.*

*(g) After considering all criteria, each review committee member shall award points to the candidates as follows:*

- (1) First choice, 3 points;*
- (2) Second choice, 2 points; and*
- (3) Third choice, 1 point.*

*(h) The BEP coordinator shall total up the points, and the candidate with the most points shall be awarded the facility. In the event of a tie, the candidate with the most seniority shall be awarded the facility.*

*(b) Each operator shall be given every possible opportunity by way of the bidding process for promotion to facilities of greater earning capacity or more convenient location or both, as the knowledge skills and abilities of the individual are developed.*

*(ei) When experience has proven that an operator manager, who SBVI has determined is committed to the successful operation of their vending facility, is assigned to a location or locations beyond the operator manager's capacities, the operator manager shall be given opportunities for training. However, Except that if the training does not result in improved operation performance, an assignment to a location commensurate with the operator manager's ability shall be made pending the availability of such*

~~a location or locations. **If no such facility is available, the manager's name shall be placed on the roster.** Alternatively the number and nature of the facilities that the operator manages shall be reviewed and modified accordingly.~~

~~(d) When an opportunity to bid on a location is announced an operator may bid or not bid without prejudice to future consideration if another opportunity occurs that will be advantageous to the operator.~~

~~(e) An operator **manager** shall not be assigned to a facility of lesser income or convenient location without an explanation and an evidentiary hearing if requested by the operator **manager**.~~

~~(k) **If no qualified manager has submitted a bid on a vacant vending facility, BEP, with active participation of the committee shall:**~~

~~(1) **Assign the vending facility on a temporary basis to a licensed manager assigned to another vending facility;**~~

~~(2) **Enter into a third-party agreement with a private entity with the commissions being used in accordance with any state or federal regulations to perpetuate the BEP. Such agreements shall not exceed one year and are subject to renewal if no manager is still available to manage the vending facility; or**~~

~~(3) **Permanently attach the vending facility to another vending facility being managed by a licensed manager if it is evident that the location will never sustain a manager nor will there be an opportunity in the foreseeable future to use the location when creating a vending route.**~~

~~(f) Promotion to facilities of greater capacity and earning power shall be applied using the following criteria:~~

~~(1) Past performances at vending locations; and~~

~~(2) Active participation in such things as training events, ongoing training opportunities, committee meetings, bid reviews; and~~

~~(3) Seniority.~~

Readopt with amendment and renumber Ed 1019.05 and Ed 1019.06, effective 7-14-20 (Document #13069 Emergency) as Ed 1019.08 and Ed 1019.09, to read as follows:

Ed 1019.058 ~~Partnerships~~ **Teaming Arrangements**.

~~(a) An operator **manager** may **shall** enter into a partnership **teaming arrangement** with a private vendor only when the following criteria are met:~~

~~(1a) The operator **manager** initiating a partnership shall have made a qualified bid on the location in response to a bid notification by SBVI; and~~

~~(2b) The operator **manager** shall demonstrated his or her active role in the partnership **day-to-day operation of the business** as the person responsible for all reports and accountabilities under applicable federal and state laws and regulations;;~~

*(c) The financial arrangements are acceptable to the program and not less than the manager could make if managed independently; and*

*(d) The written agreement was reviewed and approved by the program.*

~~(b) If no other qualified single or joint operator bid has been submitted, the development of a partnership agreement with another entity by the single bidder shall be considered for approval by SBVI.~~

Ed 1019.069 Vending Routes.

(a) Individual vending routes ~~may~~ **shall** be established **by the program** when deemed appropriate by SBVI, **and** only when accepted by the state committee of licensed ~~operator~~**managers** by a simple majority vote.

~~(b) A proposal for the establishment of a vending route may be brought to SBVI and/or the committee by individual operators or other interested parties.~~

~~(eb) Once a vending route has been is established it shall remain an intact route. In the event that~~ **When the operatormanager** no longer wishes to, or cannot, serve one or more of the locations on the established vending route the vending route as a whole shall go out to bid as a single vending location.

~~(c) To a~~ **Altering** the composition of a vending route requires the submission of a **new written** proposal ~~consistent with this section~~ **which shall be jointly approved by the program and the state committee of licensed managers.**

Readopt with amendment and renumber Ed 1019.09, effective 7-14-20 (Document #13069 Emergency) as Ed 1019.10, to read as follows:

Ed 1019.0910 Maintenance and Replacement of Equipment. ~~The following procedures shall apply to the maintenance and replacement of equipment:~~

~~(a) Except as provided in Ed 1016.07(b), (c), and (d), SBVI shall not be responsible for repair and maintenance of equipment after such equipment is furnished to the vending facilities;~~

~~(ba) SBVI shall be responsible for repair and maintenance of equipment for the first 4 months after such equipment is furnished to the vending facilities when:~~

- ~~(1) A new operatormanager begins operating a vending facility;~~
- ~~(2) An operatormanager transfers to a different vending facility; or~~
- ~~(3) An operatormanager adds a new vending facility;~~

~~(b) After the initial 4-month period referenced in (a) above, the manager shall be assessed a \$100 deductible on each repair call.~~

~~(c) The operators shall bear the responsibility for repair and maintenance of equipment in their respective facilities after the time limits in Ed 1016.07(b) expire;~~

~~(d) SBVI shall review repairs and maintenance that exceed \$500.~~

~~(ec)~~ The final decision *SBVI* shall ***replace a piece of equipment*** be based upon funds available and the following criteria:

~~(1)~~ If it is deemed to be more cost effective to repair, *SBVI* shall ~~do so~~ ***replace, and the manager has called in a repair;*** or

~~(2)~~ If it is more efficient to replace the unit, *SBVI* shall cover the full expense of the replacement.

~~(d)~~ ***If SBVI becomes aware of malfunctioning equipment and the manager has not called in a repair***, *SBVI* shall repair and maintain or cause to be repaired and maintained any equipment in need of repair and maintenance in order to keep the facility operable and in an attractive condition, after reasonable notice if the operator fails to do so under Ed 1016.09(d)(1); ***and the manager shall be assessed the full amount of the repair charge.***

~~(g)~~ The operators shall be assessed the amounts needed to repair and maintain equipment when *SBVI* has undertaken the responsibility in (d)(2) above; and

~~(h)~~ *SBVI* shall replace equipment that it determines to be worn out or obsolete. If the licensed operator feels that equipment should be replaced, the operator shall make a request to this effect. *SBVI* shall fulfill requests based on priority and urgency of all requests.

~~Ed 1016.10~~ Operator Ownership of Vending Facilities.

~~(a)~~ If the operator desires to purchase part of the operator's own equipment and retain title thereto, the operator shall be responsible for repair and maintenance of such equipment to assure that the vending facility shall be kept operational and in an attractive condition.

~~(b)~~ If the operator owner ceases to be an operator or transfers to another vending facility site, ownership of the equipment shall become vested in *SBVI* and transferred to a successor operator subject to an obligation on *SBVI*'s part to pay to such operator owner or the operator's estate the fair value of the operator owned equipment.

~~(c)~~ The operator owner, operator's personal representative or next of kin shall be entitled to an opportunity for an administrative review and an evidentiary hearing under Ed 1016.15 with respect to the determination of the amount to be paid by *SBVI* for an operator's ownership in the equipment. When the operator owner is dissatisfied with any decision rendered as a result of the evidentiary hearing, the operator owner may file a complaint with the Secretary under 34 CFR 395.13 to request the convening of an ad hoc arbitration panel.

~~(d)~~ If an operator desires to retain title to vending facility equipment which the operator has purchased *SBVI* shall enter into a written agreement with such operator owner delineating conditions of ownership.

~~(e)~~ No person shall be denied the opportunity to become an operator because of their unwillingness or inability to purchase the vending facility equipment or the initial stock.

Readopt with amendment Ed 1019.11 through Ed 1019.13, effective 7-14-20 (Document #13069 Emergency), to read as follows:

Ed 1019.11 Setting Aside of Funds.

(a) SBVI shall set aside funds from the net proceeds of the operation of vending facilities and vending machine income to the extent necessary for the following purposes:

(1) Maintenance and replacement of equipment;

(2) Purchase of new *or replacement* equipment;

(3) Management services ~~such as but not limited to:~~

~~a. Ongoing training;~~

~~b. Upward mobility training;~~

~~c. Food service related education;~~

~~d. Liability insurance; and~~

~~e. Annual dues in vending and food service organization; and~~ ***as defined in Ed 34 CFR 395.1(j), including training and continuing education for managers;***

(4) Retirement and pension funds, health insurance contributions, paid sick leave and vacation time if it is determined by a majority vote of the ~~operators~~ ***managers*** licensed by SBVI to contribute and use funds set aside for these purposes after SBVI provides each ~~operator~~ ***manager*** information on all matters relevant to such funds; ***and***

***(5) The establishment of a fair minimum return.***

(b) The charge for each purpose listed in Ed 10169.11(a) shall be determined by SBVI with the active participation of the state committee of licensed ~~operator~~ ***managers*** and shall be designed to prevent, so far as is practicable, a greater charge than is reasonably required. SBVI shall maintain adequate records to support the reasonableness of the charges, including any reserves necessary to assure that these purposes can be achieved on a consistent basis.

(c) The amount of funds set aside Ed 1019.11(a) shall:

(1) Be assessed monthly; and

(2) Be a percentage of net proceeds of the monthly profit and loss statement provided that:

a. The ~~operator~~ ***manager*** has net proceeds before set aside of over \$1,700 for that month; and

b. Either:

1. The set aside charge does not reduce the net proceeds below \$1,700; or

2. In order to assure a fair minimum return to ~~operator~~ ***managers***, any set aside assessment which lowers an ~~operator~~ ***manager***'s net proceeds below \$ 1,700 for that month shall be reduced by the amount required to raise the net proceeds to \$1,700.

(d) The percentage in Ed 1019.11(c) shall be ~~10%~~ **a percentage** of net proceeds assessed in Ed ~~1016.11(a)~~ and shall be reviewed every 2 years by SBVI with the active participation of the committee of licensed ~~operators~~ **managers**. The new percentage shall be set utilizing the running average balance of the set aside account over the previous 2-year period, the Consumer Price Index, and projected needs.

***(e) If the set aside percentage is changed, SBVI shall submit the change to the secretary of the committee for approval prior to implementation.***

Ed 1019.12 Distribution and Use of Income from Vending Machines on Federal Property.

(a) Vending machine income from vending machines on federal property which has been disbursed to SBVI by a property managing department, agency, or instrumentality of the United States under 34 CFR 395.32 shall:

(1) Accrue to each ~~operator~~ **manager** operating a vending facility on such federal property in New Hampshire in an amount not to exceed the average net income of the total number of ~~operators~~ **manager** within the state, as determined each fiscal year on the basis of each prior year's operation; and

(2) Not accrue to any ~~operator~~ **manager** in any amount exceeding the average net income of the total number of ~~operators~~ **managers** in the United States.

(b) No ~~operator~~ **manager** shall receive less vending machine income than an ~~operator~~ **manager** was receiving during the calendar year prior to January 1, 1974, as a direct result of any limitation imposed on such income under Ed 1019.12 as provided in 34 CFR 395.8(a).

(c) No limitation shall be imposed on income from vending machines, combined to create a vending facility, when the facility is maintained, serviced, or operated by an ~~operator~~ **manager**.

(d) Vending machine income disbursed by a property managing department, agency, or instrumentality of the United States to SBVI in excess of the amounts eligible to accrue to ~~operator~~ **managers** in accordance with Ed 1019.12 shall be retained by SBVI.

(e) SBVI shall disburse vending machine income to ~~operator~~ **managers** within the state on at least a quarterly basis.

(f) Vending machine income which is retained by SBVI under Ed 1019.12 shall be used for:

(1) The establishment and maintenance of retirement or pension plans;

(2) Health insurance contributions; and

(3) The provision of paid sick leave and vacation time for ~~operator~~ **managers**, if it is so determined by a majority vote of ~~operator~~ **managers** licensed by SBVI, after SBVI has provided to each ~~operator~~ **manager** information on all matters relevant to such purposes.

(g) Any vending machine income not necessary for the purposes in Ed 1019.12(f) shall be used by SBVI for maintenance and replacement of equipment, purchase of new equipment, management services, and assuring a fair minimum return to ~~operator~~ **managers**. ***Any amounts used for these purposes shall require a reduction in set aside in an equal amount on a pro rata basis.***

***(h) If SBVI determines that a vending location is not suitable for a blind manager, SBVI shall arrange vending services through a third party. Income that accrues to SBVI as a result shall be used to:***

- (1) Purchase new equipment;***
- (2) Replace equipment as needed;***
- (3) Purchase merchandise inventory;***
- (4) Provide training for managers; or***
- (5) Establish retirement, health insurance, vacation, or sick pay plans.***

Ed 1019.13 Operating Agreement Between SBVI and Operator~~Operator~~***Manager***. To obtain a license to operate one or more vending locations, the operator shall agree to the rules in Ed 1016 as well as the terms and conditions under which the license is issued in accordance with the following:

***(a) Before assuming management of one or more vending facilities, a manager shall enter into an operating agreement with SBVI. The terms and conditions shall take the form of an operating agreement shall set forth the terms and conditions and state between the operator and SBVI stating what responsibilities of both the operatormanager has and what responsibilities and SBVI has.***

***(b) The agreement shall include:***

- (1) The operatormanager's name;***
- (2) The vending facility name and location;***
- (3) The hours of operation for the vending facility;***
- (4) The articles to be sold at the vending facility;***
- (5) The insurance requirements for the vending facility;***
- (6) The financial records that must be kept by the operatormanager; and***
- (7) The rights and obligations of the operatormanager and SBVI relative to assignments, subcontracts, and default.***

***(c) The agreement shall contain, but not be limited, to the following items adapted to the individual conditions applying to the specific location:***

***(1) The duties of the operatormanager and the performance of such duties in accordance with standards prescribed bythe following:***

- a. SBVI and rules, policies, and standards developed with the active participation of the state committee of operatormanagers;***
- b. Applicable health laws and regulations;***

c. Terms of the permit granted by, or the contract entered into with, the federal or other agency or organization in control of the site of the vending facility; and

d. Security clearance requirements for the vending facility such as the process to obtain access cards. This may include background checks and security clearance applications for the ~~operator~~**manager** and their employees or partners. If a licensed ~~operator~~**manager** cannot receive clearance for a particular location, the location *shall* be released from the ~~operator~~**manager** and put out to bid, *unless the manager had not assumed management of the facility and there is an opportunity to award it to the next highest ranked candidate pursuant to Ed 1019.07*;

(2) The responsibilities of SBVI to provide management services to the ~~operator~~**manager** including assistance and supervision, and the ways in which such responsibilities shall be carried out;

(3) A statement that *the* ~~operator~~**manager** shall receive the net proceeds from the vending facility that the ~~operator~~**manager** operates;

(4) The responsibility of the ~~operator~~**manager** to furnish:

a. A monthly profit and loss statement that includes payment for assessed set asides no later than the last day of the month following the close of the previous month's accounting period;

b. One copy each of business liability insurance and workers compensation insurance; and

c. One copy of automobile collision and liability insurance in the case of ~~operator~~**managers** with vending delivery vehicles;

(5) The right of the ~~operator~~**manager** to terminate the operating agreement at any time;

(6) The termination of the operating agreement upon termination of the permit or contract; and

(7) The termination or revocation of the operating agreement upon the failure of the ~~operator~~**manager** to operate the vending facility in accordance with the operating agreement or applicable federal, state, or local laws or regulations.

(d) The ~~operator~~**manager** and the administrator of SBVI shall both sign the agreement.

Adopt Ed 1019.14 and Ed 1019.15 as follows:

***Ed 1019.14 Performance Probation.***

***(a) Licensed managers shall be placed on performance probation when SBVI determines that the vending facility is not being operated in accordance with:***

***(1) The rules governing the program pursuant to Ed 1019;***

- (2) The terms and conditions of the permit or contract;*
  - (3) The terms and conditions of the operating agreement;*
  - (4) State law, the violation of which is, or reasonably may, result in financial or physical harm to the customers of the facility or other persons, the department or the manager; or*
  - (5) Rules of other agencies of the State of New Hampshire which have regulatory authority directly related to the operation of a vending facility.*
- (b) A written notice of performance probation shall state the reason(s) for probation, steps to be taken, if any, to avoid termination, and the manager's right to appeal SVBI's action pursuant to Ed 1019.21.*
- (c) The probationary period shall be in effect for 30 days from the date of a written notification as follows:*
- (1) If hand delivered, the program representative shall document that the notice was received by the manager as evidenced by a signed acknowledgment of receipt. The thirty (30) day probationary period shall begin on the date the manager signed the receipt;*
  - (2) If sent by U.S. mail, the notice shall be sent certified mail with return receipt requested. The thirty (30) day probationary period shall begin on the date the manager signed the return receipt; or*
  - (3) If sent via email, it shall be sent to an email address provided by the manager for all official correspondence. The thirty (30) day probationary period shall begin on the date the email is sent.*
- (d) Managers placed on performance probation pursuant to (a) above will not be permitted to bid on vacant vending facilities.*
- (e) If a manager is placed on disciplinary probation for the same offense for the third time during a 12 month period, the manager's license will be terminated.*

**Ed 1019.15 Removal of a Manager.**

- (a) If a manager determines that it is in the manager's best interest to withdraw from a permanently or temporarily assigned facility, the manager may do so and shall be immediately placed on the roster if the withdrawal is not for the purpose of avoiding disciplinary action. The manager shall provide 30 days written notice and shall not accrue seniority.*
- (b) SVBI shall remove a manager from a facility if circumstances prevent a manager from fulfilling the manager's obligations. Prior to or within 24 hours of the removal, SBVI shall contact the Committee chair and inform the manager of the action.*
- (c) In facilities that require security clearance by property management, the manager shall meet all such security requirements in order to service a vending facility in such locations. If property management rescinds security clearance for a manager for any reason, SVBI shall remove the manager from that facility. SBVI shall investigate and consult with property management regarding*

*security clearance reinstatement. If the security clearance is not reinstated, the removal shall be permanent.*

*(d) In the event of the documented misconduct by the manager jeopardizing the existence of the facility, or if SBVI reasonably determines there is a hazardous situation involving the manager which poses an immediate threat to the safety of the manager or others, SBVI shall declare that emergency circumstances exist, whereupon the manager shall be immediately removed. In the case of such removal, the committee chair shall be advised of the action prior to or within 24 hours of the removal.*

*(e) Any involuntary removal of a manager is subject to appeal pursuant to Ed 1019.21.*

*(f) In the event of a manager's removal under paragraphs (b), (c), (d), or (e) of this section, SBVI shall, within 10 working days, do one of the following:*

- (1) Return the manager to the vending facility;*
- (2) Mandate re-training;*
- (3) Place the manager's name on the roster;*
- (4) Assign the manager to a vending facility with lesser sales and less responsibility; or*
- (5) Initiate disciplinary action against the manager.*

*(g) In lieu of removing a manager from a facility, if SBVI determines that the manager has made a good faith effort to perform all duties required, SBVI shall relieve the manager of responsibility for a portion of the facility if such action would enable the manager to fulfill their obligations in the remaining areas that they service. This provision shall only be applicable if a vending facility has multiple locations and relieving the manager of responsibility for one or more of the locations will help the manager manage the main facility.*

*(h) When a manager is operating a facility on property not protected under federal or state law with respect to a statutory priority or preference, SBVI shall, upon the request of property management, be required to remove the manager from the facility, but SBVI shall be bound to proceed in accordance with the terms and conditions of the permit. If the removal is a result of violation(s) of the rules, SBVI shall initiate disciplinary proceedings as appropriate. If the removal is not as a result of a violation of the rules, SBVI shall place the manager's name on the roster.*

Readopt with amendment and renumber Ed 1019.07 and Ed 1019.08, effective 7-14-20 (Document #13069 Emergency) as Ed 1019.16 and Ed 1019.17, to read as follows:

Ed 1019.0716 Termination of Licenses.

*(ba) A license issued to an ~~operator~~manager shall be terminated after affording the ~~operator~~manager an opportunity for an administrative review, an evidentiary hearing, and arbitration under Ed 101621.15, when one or more of the following conditions apply:*

- (1) When vision is improved so that the ~~operator~~manager no longer meets the definition of an individual who is legally blind;*

(2) When there is extended illness with medically documented diagnosis of prolonged incapacity of the ~~operator~~**manager** to operate the vending facility in a manner consistent with the needs of the location or other available locations in the vending facility program;

**(3) When the manager withdraws from the BEP; and**

~~(34) When SBVI finds that a vending facility is not being operated in accordance with the Ed 1016.;~~

**a. The provisions of Ed 1019;**

**b. ~~The~~ (4) When the operator does not comply with the terms and conditions contained in the licensing agreement between the ~~operator~~**manager** and SBVI;**

**c. ~~(5) When the operator does not comply with The~~ terms and conditions of the vending facility's **permit or contract between** SBVI and the manager of the property on which the vending facility is located; ~~and~~**

**d. State or federal statutes or regulations of other agencies with jurisdiction over vending facilities.**

~~(6) When the operator withdraws from the program.~~

**(ab) 15 days prior to termination,** Written notice shall be given to any ~~operator~~**manager** whose license is to be terminated or who is in jeopardy of losing the license, including a statement of the reason.

**(c) Such notice shall:**

**(1) ~~also~~ inform the ~~operator~~**manager** of the ~~operator~~**manager**'s right to request an administrative review, an evidentiary hearing, and arbitration under Ed ~~2001016.15.;~~ **and****

**(2) Be hand-delivered or sent via US mail with a signed receipt requested.**

~~Ed 1019.0817~~ Vending Facility Equipment and Initial Stock. The following procedures shall apply to vending facility equipment and initial stocks of merchandise:

(a) SBVI shall furnish each vending facility with adequate, suitable equipment and initial stocks of merchandise sufficient for the establishment and operation of the facility for an initial 2 week period. If the ~~operator~~**manager** obtaining the agreement to operate the location is on the roster or in a probationary period per Ed 1016.045, ~~he or she~~ **the manager** shall not be eligible to obtain additional locations or inventory until a license has been obtained.

(b) If a licensed ~~operator~~**manager** is provided with initial inventory for a new ~~location~~ **assignment**, it shall be sufficient to operate the location for no more than a 2 week period. The funds ~~used~~ **provided** shall be as an interest free loan ~~from the set aside account~~. SBVI shall establish a monthly payment plan to begin 3 months after the ~~operator~~**manager** has ~~begun providing full service at~~ **been assigned and assumed management of** the location.

(c) The right, title to, and interest in the equipment of each vending facility used in the program and in the initial stocks of merchandise shall be vested in accordance with the laws of the state in either the name of SBVI or the ~~operator~~**manager**.

Adopt Ed 1019.18 and Ed 1019.19 as follows:

***Ed 1019.18 Continuing Education and Upward Mobility.***

***(a) Each licensed manager and each candidate on the roster shall complete 10 continuing education or upward mobility credits every 2 calendar years.***

***(b) Credits shall be awarded in accordance with Table 1019-1 as follows:***

***Table 1019-1***

<b>Continuing Education/Upward Mobility Type</b>	<b>Credits Awarded</b>
Annual training sponsored by the committee or program	3
Consumer driven regional or national training	4
On-Line training approved by the Program in advance	2
On-Line Webinars approved by the Program in advance	1
State or regional food shows	2
State conventions sponsored by consumer groups	1
National conventions sponsored by consumer groups	3
College level course in business related field	10
Other training as determined by the ProgramBEP and Committee	TBD

***(c) If, by December 31 of the second year, the manager has not fulfilled the training requirement, the program shall inform the manager and shall grant a 90 day extension to complete all requirements. If after 60 days of the extension, the manager has not completed the necessary training, SBVI shall place the manager on performance probation in accordance with Ed 1019.14. If at the end of the probationary period the manager still has not completed the necessary training, SBVI shall terminate the manager's license and remove them as the manager of their vending facility in accordance with Ed 1019.16. The SBVI administer shall grant additional time to complete the necessary training if extreme circumstances exist. Such extension of time shall be approved by the state committee of licensed managers.***

***(d) To the extent funds are available, SBVI shall provide financial assistance to managers who show evidence of financial need in order to complete the training. If funds are not available, SBVI shall make every effort to provide committee or program sponsored training at no cost to the manager.***

***Ed 1019.19 Manager Secured Locations.***

***(a) Managers may seek out new locations on properties not protected by any state or federal priority or preference. If a manager identifies a potential location, and property management is willing to allow the manager to establish a vending facility, the manager shall notify the program coordinator who shall conduct a survey to determine the feasibility of establishing a vending facility. If the results of the survey are favorable and funds are available, SBVI shall enter into an agreement with the entity. The location shall be added to the one being managed by the manager. If the manager bids on and is awarded a different facility, SBVI shall determine on an individual basis, with the active participation of the state committee of licensed managers, to either leave the location attached to the current facility or allow the manager to take it with them to their new facility.***

*(b) Nothing in this part shall obligate SBVI to establish a vending facility at a site secured by a manager.*

Readopt with amendment and renumber Ed 1019.16 through Ed 1019.20, effective 7-14-20 (Document #13069 Emergency) as Ed 1019.20 through Ed 1019.24, to read as follows:

Ed 1019.4620 Election, Organization, and Functions of State Committee of Licensed Operator ~~Managers~~.

(a) The ~~operator~~**managers** licensed by the state shall comprise the membership of the state committee of licensed ~~operator~~**managers**.

*(b) Pursuant to 34 CFR 395.14, the committee shall:*

*(1) Actively participate with SBVI in major administrative decisions, including rule, policy development, and program development decisions affecting the overall administration of the state's vending facility program;*

*(2) Receive and transmit to SBVI all grievances at the request of managers and serve as advocates for such managers in connection with such grievances;*

*(3) Actively participate with SBVI in the development and administration of a state system of transfer and promotion of managers;*

*(4) Actively participate with SBVI in the development of training and retraining programs for managers; and*

*(5) Sponsor, with the assistance of SBVI, meetings and instructional conferences for managers within the State.*

~~(bc)~~ The committee chairperson shall be elected by a majority vote of committee members. The chairperson shall be elected every 2 years and serve 2 years. ~~The chairperson shall not succeed him or herself. The election shall also include an election for an alternate~~**a vice-chair that may succeed him or herself. The alternate chair** *who* shall assume the responsibilities of the chair if the chair is unable to attend to his or her duties.

~~(ed)~~ Quarterly meetings shall be held between the committee and SBVI to discuss policy, administrative ~~changes~~**matters** affecting the program, provide a training opportunity, and carry on other business of the committee and/or SBVI, **as needed. The chair has the authority to call special meetings in between quarterly meetings as necessary.**

~~(de)~~ Between the regular meetings individual committee members shall be designated, or sub-committees established, by the chair(s) to carry on the functions of the committee.

~~(ef)~~ All written material pertaining to the administration of the program shall be provided to the chairperson of the committee by SBVI, in a format that is accessible by the chairperson(s). **SBVI shall distribute the materials to all members of the committee upon approval by the committee chair affording the committee an opportunity to actively participate** ~~When~~ **in** policy or **major** administrative changes.

*(g) If, after affording the committee with an opportunity as described in (f) above, a consensus cannot be achieved, that have been discussed with the committee members cannot be adopted, the chairperson(s) of the committee shall be notified in writing stating the reasons therefore, prior to implementation of the changes by SBVI. The committee shall receive and transmit to SBVI grievances at the request of operators and serve as advocates for such grievances.*

Ed 1019.4721 Administrative Reviews, Evidentiary Hearings, and Arbitration of Operator/Manager Complaints. If an operator/manager or the committee is aggrieved by any action of SBVI with regard to the administration of the program the operator/manager or committee may file a written complaint to resolve the matter as follows in accordance with Ed 200. *If the matter is not resolved to the satisfaction of the complainant at the conclusion of the process outlined in Ed 200 the complainant may appeal the decision under 34 CFR 395.13 and 34 CFR 395.37.*

(a) If the blind operator and SBVI agree, the dispute may be submitted to the designated state unit's administrator for policy and law for review and decision using the following criteria:

(1) The decision to elect informal dispute resolution shall not preclude the blind operator from seeking an evidentiary hearing if the informal dispute resolution process does not resolve the matter to the operator's satisfaction;

(2) The decision from an informal dispute resolution session may not be used in an evidentiary hearing;

(3) In the case of disputes involving candidates for a license, pursuant to Ed 1016.04, the parties shall submit the dispute to said administrator. The decision rendered shall represent the final administrative remedy for issues arising out of the licensing process;

(4) A request for an administrative dispute resolution session shall be filed with SBVI within 15 business days of action out of which the dispute arises;

(5) Within 10 business days, the administrator shall set a date and time for the parties to present their case. The hearing itself shall be held within 30 days of the request having been made;

(6) The administrator shall render a decision in writing in the matter within 14 calendar days of the completion of the hearing;

(7) The decision shall include:

a. The facts and law relied on to make the decision; and

b. A rationale for the decision, based on the information submitted; and

(8) An operator aggrieved by the administrator's decision may request an evidentiary hearing within 10 business days from the receipt of the administrator's report.

(b) Evidentiary hearings shall comply with the following:

(1) The operator shall make written application for an evidentiary hearing to the office of legislation and hearings and state the reasons for such application, within 15 days after the occurrence of the condition which caused the operator to file the request for an evidentiary

~~hearing, or as prescribed in Ed 1016.17.(a)(8) when appealing the decision of an informal dispute resolution process;~~

~~(2) The operator shall be advised of the following:~~

- ~~a. The date, time, and place the hearing will be held;~~
- ~~b. That the hearing will be held within 15 days after receipt of application and at a time and place reasonably convenient to the operator;~~
- ~~c. The right to be represented or accompanied at the hearing by counsel, friends, and witnesses;~~
- ~~d. The right to adequate opportunity to present the operator's case;~~
- ~~e. The right to give evidence pertinent to the issue involved;~~
- ~~f. The right to cross-examine witnesses appearing against the operator; and~~
- ~~g. The request for a full evidentiary hearing indicates consent by the operator for the release of information necessary for the conduct of the hearing;~~

~~(3) The hearing shall be conducted by a hearing officer, assigned by the office of legislation and hearings within the department of education pursuant to Ed 200;~~

~~(4) Within 15 working days of completion of the hearing, the hearing officer shall prepare an official written report and recommendations to the director of the designated state unit;~~

~~(5) The director of the designated state unit, within 5 working days of receipt of the report, shall review the report and make a final decision which shall constitute the official action in regard to the subject of the hearing. The decision shall be:~~

- ~~a. In writing and shall set forth the issue, the relevant facts brought out at the hearing, the pertinent provisions in law and the division policy, and the reasoning that led to the decision; and~~
- ~~b. Forwarded to the operator immediately upon its issuance and a copy shall be furnished to the designated state unit; and~~

~~(6) Reasonable accommodations for disability(ies) shall be arranged by the designated state unit for the operator at the operator's request.~~

~~(c) Persons aggrieved by a decision of the designated state unit in an evidentiary hearing under Ed 1016.15(b) may appeal as follows:~~

~~(1) In accordance with RSA 541 for causes of action arising out of the action or operation of the program pursuant to RSA 186-B:13, I; or~~

~~(2) In accordance with 20 U.S.C. §107d-2 for causes of action arising out of the action or operation of the program pursuant to 20 U.S.C. §107e (3) or 23 U.S.C. §111.~~

Ed 1019.1821 Access to Program and Financial Information. Each ~~operator~~**manager** shall be provided access to all financial data of SBVI relevant to the operation of the program, including quarterly and annual financial reports, provided that such disclosure does not violate applicable federal or state laws pertaining to disclosure of confidential information. At the request of an ~~operator~~**manager**, SBVI shall arrange a convenient time to assist in interpretation of such financial data.

Ed 1019.1922 ~~Operator~~**Manager** and SBVI Responsibilities.

(a) Each ~~operator~~**manager** shall submit to SBVI a monthly operating statement along with the set aside assessment detailing, among other things, gross sales, purchases, operating costs, and net profits. Forms for this purpose shall be furnished to each ~~operator~~**manager** by SBVI. SBVI shall retain complete access to the ~~operator~~**manager's** records.

(b) The ~~operator~~**manager** shall:

- (1) Perform faithfully and to the best of ~~operator~~**manager's** ability the necessary duties in connection with the operation of the vending facility in accordance with ~~the department~~**SBVI's rules, as well as rules of other applicable state and federal agencies;**
- (2) Cooperate with officials and duly authorized representatives of SBVI in connection with their official program responsibilities;
- (3) Operate the vending facility in accordance with all applicable health laws and regulations, **and maintain a clean appearance at all times;**
- (4) **Abide by** as well as the regulations **and policies** of the agency controlling **the** property upon which the facility is located; ~~and~~
- (5) **Comply with all terms of the permit including maintaining the agreed upon hours; and**
- (46) Furnish such reports as SBVI may from time to time require.

(c) SBVI shall assume responsibility for providing to operators such supervision and assistance as may be necessary to insure the operation of each vending facility in the most productive and efficient manner possible

- (1) **Management services as defined in 34 CFR 395.1(j);**
- (2) **Supervision to ensure the effective operation of the vending facility;**
- (3) **New and replacement equipment as necessary for the successful operation of the vending facility;**
- (4) **Maintenance and repair of equipment; and**
- (5) **Initial stock.**

Ed 1019.203 State Licensing Rules. SBVI shall furnish a copy of the state licensing rules to each candidate or ~~operator~~**manager** in addition to all written documents pertaining to the administration and management of the program.

Adopt Ed 1019.24 as follows:

***Ed 1019.24 Responsibilities of Vending Facilities.***

***(a) Unless otherwise exempted by RSA 186-B, any properties owned or leased by the state shall recognize the rights granted to SBVI to establish vending facilities on such properties. SBVI shall be permitted to conduct surveys of state-owned or leased properties to determine the feasibility of establishing one or more vending facilities on a particular property. No state entity shall be permitted to enter into an agreement with a third party for a vending facility unless a determination is made by SBVI that it cannot provide services of a high quality at reasonable prices. Property management shall take all necessary steps to insure that the installation occurs, and that the space and the utilities required shall be provided at no cost to the SBVI or the manager for the operation, except telephone or internet service. SBVI shall provide the necessary alterations, plumbing and equipment, merchandise, a licensed manager, and the appropriate supervision of the manager.***

***(b) In the event that existing buildings are purchased or leased, or new buildings are constructed by any state entity, written notice shall be given to SBVI in ample time to afford the BEP an opportunity to make plans to provide the service.***

***(c) All vending facility operations shall be governed by an agreement between SBVI and property management, and known as a permit. The permit shall include the location, type of facility, space available, all necessary equipment, and the operating hours of the facility. In the negotiation process between SBVI and property management regarding either the terms and conditions of an occupancy permit or a contract, the committee shall have an opportunity to participate in making final determinations with respect to the terms and conditions of an occupancy permit or contract. The terms and conditions of the permit may be changed after consultation with the manager for purposes of soliciting their input. Once the changes have been made, the revised document shall be provided to the manager. The absence of an executed permit does not relieve a manager of their responsibilities to otherwise comply with these rules and to provide effective management of the vending facility.***

***(d) Property management shall not require the payment of rent, utilities, or commissions as a condition for operating a vending facility on its property. Except that, at its discretion and with the active participation of the state committee of licensed managers, may negotiate less restrictive agreements that do require such payments. If such payments are negotiated and are included in the permit agreement, the licensed manager shall be obligated to make such payments; except that, no subsequent priority shall be waived either expressly or by implication.***

***(e) If SBVI determines that a site is suitable for a blind person, it shall negotiate an agreement with a third party vendor to provide services.***

**PART Ed 10230 INTERPRETER CLASSIFICATION SYSTEM**

Ed 10230.01 Purpose. The purpose of the classification system program shall be to evaluate competency skills of sign language interpreters, to maintain records of interpreter classification, and to maintain records of continuing education units required for maintenance of classification.

Ed 10230.02 Program Designation. This program shall be designated “The New Hampshire Interpreter Classification System” (NHICS).

Ed 10230.03 Classification. An individual who applies for and meets the requirements for classification under Ed 10230.10 shall be qualified as a sign language interpreter by the *department's* program for the deaf and hard of hearing ~~of the department~~.

Ed 10230.04 Applicability; Administration of Classification System Program. These rules shall apply to the classification process for sign language interpreters as conducted and managed by the program for the deaf and hard of hearing, ~~division of career technology and adult learning, vocational rehabilitation, department~~ ***in the department of education, division of workforce innovation, bureau of vocational rehabilitation***. The classification system program shall be managed by a coordinator appointed by the director of the ~~division of career technology and adult learning~~ ***bureau of vocational rehabilitation***.

Ed 10230.05 Definitions. The following terms are defined for the purposes of part ***definitions shall apply to*** Ed 10230:

(a) “Deaf ~~h~~interpreter” means a person who is deaf and provides interpreting services as defined in section (e), below.

(b) “Director” means the director of the ~~division of career technology and adult learning~~ ***bureau of vocational rehabilitation, division of workforce innovation, department of education***.

(c) “Classification system program” means the New Hampshire interpreter classification system operated by the coordinator.

(d) “Coordinator” means the person appointed by the program for the deaf and hard of hearing, ~~division of career technology and adult learning, vocational rehabilitation, department~~ ***bureau of vocational rehabilitation, division of workforce innovation, department of education*** to coordinate the classification.

(e) “Interpreting” means the process of converting spoken English into American Sign Language (ASL) and the process of converting ASL into spoken English.

(f) “Rater” means an individual who has successfully completed training approved under Ed 10230.12 by the program for the deaf and hard of hearing in the evaluation of interpreter skills.

(g) “State classification test” means the test administered under Ed 10230.08 for the purposes of determining an interpreter’s classification as a qualified interpreter under Ed 10230.10.

(h) “Rater stipend” means the appropriate level payment made to the rater for their work.

Ed 10230.06 Administration of State Classification Test; Classification Fees.

(a) The state classification test for the purpose of classifying interpreters shall be administered at least once every 6 months, unless there have been no requests for a test. If 3 or more individuals request a test, a test shall be scheduled at a date sooner than the next regularly scheduled test.

(b) The fee for the state classification test shall be \$225.00.

(c) A re-test fee of \$140 shall allow a retake of the performance test by an applicant for initial classification within one year after passing the structured interview portion.

(d) Applicants shall obtain a refund for a scheduled state classification test when providing at least 30 days' advance written notification of cancellation to the coordinator. Otherwise, test fees shall be nonrefundable.

(e) The coordinator or designee shall collect fees and maintain receipt records and invoices from raters and expenses incurred by the program for:

- (1) Rater and interviewer stipends for the evaluation of candidates;
- (2) The cost of the interpreter for the deaf or hard of hearing rater during the testing process; and
- (3) Testing equipment.

Ed 10230.07 Application Process.

(a) Applicants shall contact the program for the deaf and hard of hearing for an information packet which contains:

- (1) A description of the classification process;
- (2) ~~An application form~~ **A completed "NH Interpreter Classification System (NHICS) Application" form, November 2020 edition;**
- (3) A description of the fee charged for testing; and
- (4) A description of the appeal procedure.

(b) Each applicant shall submit an application and the fee for the test. Individuals shall not take the test until payment and a complete application are received, and the application is approved as complete by the coordinator or designee.

(c) The coordinator or designee shall notify each applicant who has submitted an application approved as complete of the scheduled date, time, and place for the test.

Ed 10230.08 State Classification Test.

(a) The state classification test shall consist of 2 sections. Section one shall be a structured interview scored by a minimum of 4 raters. Section 2 shall be a pass/ *or* fail performance test scored by a minimum of 4 raters.

(b) The structured interview shall be pass/ *or* fail and demonstrate the following:

- (1) Knowledge of and ability to make practical use of the code of professional conduct of the ***Registry of linterpreters for the Deaf;***
- (2) Knowledge of the role and responsibilities of an interpreter;
- (3) Understanding of professional business practices, including the limitations of an interpreter's role, diplomacy required of an interpreter, and the need for attire that enhances

- the background for signing such as plain clothing and jewelry that does not distract from the interpreting process;
- (4) Communication skills in ASL and English; and
  - (5) The interpreter's overall professional presentation.
- (c) The performance test shall consist of an interpreting dialogue, preceded by a warm-up.
  - (d) Each applicant's performance on sections 1 and 2 of the test shall be videotaped.
  - (e) The performance test scoring sheet shall consist of a numerical rating covering the following areas:
    - (1) The rater's ability to comprehend the applicant, based on the applicant's clarity, use of grammar, level of discourse, and use of classifiers;
    - (2) The message equivalency transmitted by the applicant, including:
      - a. Message accuracy;
      - b. Accurate use of morphology;
      - c. Use of affect and register of the original message; and
      - d. The amount of information transmitted;
    - (3) The interpreting process, including:
      - a. Phrasing; and
      - b. Process management; and
    - (4) The applicant's professionalism, including:
      - a. Composure; and
      - b. Objectivity.

Ed 10230.09 Administration of State Classification Test.

- (a) The coordinator or designee shall videotape section 1, the interview, and section 2, the performance portion, of the test.
- (b) The coordinator or designee shall send the rater scoring packet to 4 qualified raters within one week of the taping. The coordinator shall make sure each packet includes a copy of the candidate's tape, scoring sheets, and the rater instruction information.
- (c) Candidates who pass both the performance section and the interview section ~~will~~ **shall** be state classified and notified.

(d) Candidates who successfully pass the performance portion of the test but do not successfully pass the interview portion of the test shall not be considered for state classification. ~~and they shall need to~~ ~~retake~~ both sections of the test.

(e) The coordinator shall mail to each applicant who has completed the performance test written notice of the test results within one month of the date of the test.

(f) A person who fails either the structured interview or the performance test may request from the coordinator, in writing, copies of the raters' scoring sheets. The coordinator shall supply such sheets, upon written request.

(g) Applicants for initial classification not passing the performance test may retake the performance portion of the test, within one year after passing the structured interview portion.

Ed 10230.10 Classification of Interpreters. An applicant shall be classified as a qualified sign language interpreter who:

- (a) Has a high school diploma or its equivalent;
- (b) Is 18 years of age or older; and
- (c) Receives a score of 75% or more on the performance test.

Ed 10230.11 Maintenance of Classification.

(a) "Continuing education units (*CEUs*)," for the purpose of this rule, means:

- (1) Participation in professional workshops sponsored by a post-secondary interpreter training program, the RID, the National Association of the Deaf (NAD) or the state chapters of such organizations, or any other professional training organization which focus on issues related to the deaf community, ~~and/or~~ the interpreting process, *or both*;
- (2) Conventions ~~or~~ conferences of either deafness or interpreting organizations;
- (3) Tutoring sessions, if such sessions are qualified under paragraph (b); and
- (4) For the 20% required in areas not related to deafness or interpreting, participation in a course, workshop, or training session on a topic unrelated to deafness, but which has an impact on the interpreter's activities as a sign language interpreter.

(b) To qualify, a tutoring session shall be provided by RID certified interpreters ~~those~~ who hold their NIC, Certificate of Interpretation (CI) or NAD level V.

(c) Classification as a qualified interpreter under Ed 10230.10 shall be valid for 6 years from date of issue.

(d) All state-classified interpreters shall earn CEU's. The number of CEU's earned shall be the same number of hours as those required by RID over each 4 year period, 80% of which shall be deafness/interpreting related, and 20% of which shall be either deafness ~~or~~ interpreting related or in other areas as ~~defined in~~ *pursuant to* Ed 10230.11(a)(4) *above*. CEU hours shall be awarded based on clock hours of participation and shall require documentation from such training programs such as an agenda,

conference packet, or syllabus. No one convention, workshop, or course shall be used to satisfy the entire requirement.

~~(e) Determination of compliance with Ed 1023.11(e) shall be made by the coordinator of the program for the deaf and hard of hearing.~~

(fe) An individual's classification shall lapse for an individual who fails to obtain national certification before the expiration of the 6-year classification period, **and** the individual shall no longer be:

- (1) Listed in the department of education's directory of interpreters for the deaf; and
- (2) Considered a licensed interpreter by the state of New Hampshire.

Ed 1023.12 Raters.

(a) Each team of raters shall be comprised of 2 raters who can hear and 2 raters who are deaf or hard of hearing. Raters who can hear shall possess a valid certification from RID or the NAD level V. The program for the deaf and hard of hearing shall solicit applicants from certified interpreters and the deaf community. Selection shall be made by the program for the deaf and hard of hearing based on skill level, availability, and experience.

(b) The program for the deaf and hard of hearing shall provide rater training for new raters. New raters shall complete the rater training, which shall consist of instruction and materials on the principles of interpreter classification evaluation, practice tapes, and inter-rater reliability data.

(c) A rater shall not have a conflict of interest regarding the person to be rated. A conflict of interest shall be deemed to exist if the person to be rated is a member of the rater's immediate family **which shall mean**. ~~"Immediate family"~~ means the rater's spouse, parent, mother-in-law, father-in-law, sibling, sister-in-law, brother-in-law, or child, or anyone related to the rater by blood or marriage and living in the same household as the rater. The rater shall disclose any other circumstances which create a conflict of interest as to a particular person, and shall withdraw as a rater for that person. The rater shall also disclose to the coordinator any circumstances likely to create the appearance of a conflict of interest.

(d) Scoring by raters shall be done as follows:

- (1) For the part I-interview portion of the test, the applicant shall be rated by both deaf and hard of hearing raters and raters who can hear; and
- (2) For the part II- performance portion of the test, the raters who can hear shall score primarily the ASL-to-English components of the evaluation and the deaf or hard of hearing raters shall score primarily the English-to-ASL components of the evaluation.

(e) Raters shall receive the rater stipend from the interpreter classification fund for scoring each applicant. ~~and~~ **to** receive payment, raters shall submit an invoice, which shall include the rater's name, address, name of applicant, and date of rating.

(f) All documents, paperwork, and digital media ~~(CD)~~, shall be sent back to the coordinator for record keeping. ~~This process shall ensure confidentiality of the applicant~~ **to ensure the applicant's confidentiality.** ~~A breach in this process could create the need for a review and recommendation of the situation and possible removal as a rater by the director.~~

Ed 10230.13 Publication of Directory of Interpreters for the Deaf. The name and date of award of each individual classified under the classification system program shall be published by the department of education in a directory of interpreters for the deaf, which shall be printed at least biennially. The directory shall also include name, source of national certification, state of NH licensure status, and date of certification for any interpreter certified by the RID or the NAD who wishes to be included in the directory. Contact information shall be included at the option of the interpreter. The primary source for this document shall be located on the ~~designated state unit~~ **NHVR**'s website and an annual printing ~~will~~ **shall** occur.

Ed 10230.14 Retention of Test and Directory Data. The program for the deaf and hard of hearing shall keep the following data in confidential files for a period of at least 7 years:

- (a) Correspondence with individual applicants;
- (b) Records of scores of individual tests for each applicant tested, whether the applicant was successful or unsuccessful;
- (c) Records of CEU's for each interpreter who has completed the state classification process;
- (d) The original digital media (CD) of each applicant's interview and performance test;
- (e) The date classification under Ed 10230.10 was awarded; and
- (f) Name, address, and telephone number for each state classified and nationally certified interpreter listed in the department of education directory of interpreters for the deaf.

Ed 10230.15 Appeal. An applicant aggrieved by a decision of the program relating to classification ~~may~~ **shall** file a petition for reconsideration along with supporting documentation to the ~~D~~director within 20 ~~working~~ **business** days after receipt of the decision regarding classification. If the petition for reconsideration is denied, the applicant ~~may~~ **shall** appeal the ~~D~~director's decision pursuant to RSA 21-N: 11, III and Ed 200. Any person may file a written complaint charging a person qualified as a deaf interpreter with misconduct pursuant to the process set forth in INT 205.

#### PART Ed 100421 REVIEW PROCEDURE

##### Ed 100421.01 Review Procedures.

- (a) Review procedures shall comply with 34 CFR 361.57 and New Hampshire law.
- (b) An individual who is dissatisfied with any determination made by personnel of the ~~designated state unit~~ **NHVR** that affects the provision of vocational rehabilitation services ~~may~~ **shall** request, or, if appropriate, ~~may~~ **shall** request through the individual's representative, a timely review of that determination.
- (c) The ~~designated state unit~~ **NHVR** shall make reasonable accommodation for the individual's disability in conducting hearings and mediation procedures. Reasonable accommodation shall include using appropriate modes of communication consistent with the informed choice of the individual.

##### Ed 100421.02 Notification of Right to Mediation and Hearings.

(a) The ~~designated state unit~~**NHVR** shall provide an individual or, as appropriate, the individual's representative, notice of: *as enumerated in 34 CFR 361.57(b)(1)*.

~~(1) The right to obtain review of designated state unit determinations that affect the provision of vocational rehabilitation services through a hearing under Ed 1004.07 and Ed 1004.15;~~

~~(2) The availability of informal dispute resolution under Ed 1004.03~~

~~(3) The right to pursue mediation under Ed 1004.05 with respect to determinations made by designated state unit personnel that affect the provision of vocational rehabilitation services to an individual;~~

~~(4) The names and addresses of department of education personnel with whom requests for mediation or hearings may be filed;~~

~~(5) The manner in which a neutral mediator or hearing officer is selected; and~~

~~(6) The availability of the client assistance program, established under 34 CFR 370, to assist the individual during neutral evaluation, mediation sessions or hearings.~~

(b) The notice required in Ed 1004**21**.04(a) shall be provided by using the appropriate mode of communication consistent with the informed choice of the individual: *the requirements of 34 CFR 361.57(b)(2)*.

~~(1) At the time the individual applies for vocational rehabilitation services;~~

~~(2) At the time the individual is assigned to a category in the order of selection, if an order of selection is established under Ed 1006;~~

~~(3) At the time the individualized plan for employment is developed; and~~

~~(4) Whenever vocational rehabilitation services for an individual are reduced, suspended, or terminated;~~

(c) Determinations for which a review may be requested include the ~~designated state unit~~**NHVR**'s failure to release harmful information directly to the individual.

#### Ed 1004**21**.03 Informal Dispute Resolution.

(a) An individual, or a representative of the individual, seeking review of a determination shall file a complaint with the administrator for policy and law at the bureau of vocational rehabilitation, in the ~~designated state unit~~**NHVR**.

(b) Filing a complaint shall not prevent the individual from requesting mediation or a due process hearing in the case where the complaint is not resolved to the individual's satisfaction.

#### Ed 1004**21**.04 Mediation.

(a) Mediation shall be voluntary and available to individuals in accordance with 34 CFR 361.57(d), and Ed 205.

(b) If mediation as described in Ed 205.03 is selected by the parties and resolution is not achieved, the individual selected as a mediator shall not be the same individual who is subsequently appointed as a hearing officer to preside at a hearing in the same matter pursuant to Ed 100421.10(c).

(c) Inconsistencies between mediation procedures in Ed 205.03 and Ed 100421.05 shall be resolved in favor of the provisions of Ed 100421.05.

Ed 100421.05 Mediation Procedure.

(a) An individual shall have the option of using mediation to resolve disputes involving ~~designated state unit~~ **NHVR** determinations that affect the provision of vocational rehabilitation services. Mediation shall be made available, at a minimum, whenever an individual or, as appropriate, the individual's representative requests a hearing. Mediation may also be requested without filing a complaint or requesting a hearing.

(b) Mediation shall not be used to deny or delay the individual's right to pursue resolution of the dispute through a hearing held within the 60-day time period for holding hearings required by 34 CFR 361.57(e). At any point during the mediation process either the individual or the mediator shall have the option of electing to terminate the mediation. In the event mediation is terminated, the individual shall have the option of pursuing resolution through a hearing.

(c) An individual may be represented during mediation sessions by counsel or another advocate selected and paid for by the applicant or individual.

(d) Mediation sessions shall be conducted by a qualified and impartial mediator. ~~The mediator who~~ shall be chosen at random from a pool of mediators who are knowledgeable about vocational rehabilitation services.

(e) Mediation sessions shall be arranged by the office of legislation and hearings in the designated state agency. Mediation shall be scheduled within 30 days from the date a written request for mediation is received by the ~~designated state unit~~ **NHVR**.

(f) Discussions that occur during the mediation sessions shall be kept confidential and shall not be used as evidence in any subsequent hearings or civil proceedings. The parties to the mediation sessions shall sign a confidentiality pledge prior to the commencement of the sessions.

(g) An agreement reached by the parties to the dispute in the mediation sessions shall be described in a written mediation agreement that is developed by the parties with the assistance of the qualified and impartial mediator and signed by both parties. Copies of the agreement shall be sent to both parties.

(h) The costs of the mediation process shall be paid by the ~~designated state unit~~ **NHVR**.

Ed 100421.06 Scheduling of Mediation, Prehearing Conference, and Hearing.

(a) At the time of the filing of a request to initiate a hearing under Ed 100421.07, the parties shall notify the office of legislation and hearings in the designated state agency of whether they wish to pursue mediation prior to a prehearing conference and a hearing.

(b) If the parties choose not to engage in mediation, the office of legislation and hearings in the department of education shall schedule the prehearing conference and hearing based on hearing officer availability, as provided in Ed 100421.10.

(c) The scheduling shall allow for the following:

- (1) A day for an alternative dispute resolution, if the parties so decide;
- (2) A half day for a prehearing conference; and
- (3) A minimum of 2 days for a hearing.

Ed 100421.07 Initiation of Hearing by Applicant or Individual.

(a) An individual who is dissatisfied with any determination made by personnel of the ~~designated state unit~~ **NHVR** that affects the provision of vocational rehabilitation services shall notify the office of legislation and hearings in the designated state agency, in writing, if he or she wishes to request a due process hearing. The written request for a hearing shall be made within 30 days after the ~~designated state unit~~ **NHVR** notifies the individual of its determination or completion of an alternative dispute resolution procedure.

(b) The written request required to initiate the hearing process shall include:

- (1) The full name and address of the individual;
- (2) A description of why the individual is not satisfied with the determination; and
- (3) The desired outcome of the complaint or mediation procedure, if applicable.

(c) When providing a written request for a hearing is a burden to the individual because of the individual's disability, the office of legislation and hearings shall accept a request in the appropriate mode of communication that is consistent with the informed choice of, and used by, the individual in order to promote the fair, accurate, and efficient resolution of issues.

Ed 100421.08 Commencement of Hearing Process. The hearing shall be held no later than 60 days after the office of legislation and hearings receives a request for the hearing under Ed 100421.07, unless an agreement is reached prior to the 60th day, or unless the parties agree to a specific extension of time.

Ed 100421.09 Denial, Dismissal, or Withdrawal of Request for Hearing.

(a) The office of legislation and hearings in the department of education shall not deny or dismiss a request for a hearing unless ~~the individual~~:

- (1) **The individual** ~~W~~ withdraws the request in writing;
- (2) ~~is held by~~ **the hearing officer determines a party** to be in default for failure to appear at the hearing without good cause that constitutes illness, accident, or any other circumstances beyond the control of the individual; or
- (3) The hearing officer grants a motion to dismiss.

(b) An individual may withdraw a request for a hearing without prejudice until such time as he or she retains legal counsel.

(c) When withdrawing a request for a hearing in writing is a burden to the individual because of the individual's disability, the office of legislation and hearings shall accept requests in the appropriate mode of communication that are consistent with the informed choice of, and used by, the individual in order to promote the fair, accurate, and efficient resolution of issues.

Ed 100421.10 Scheduling Mediation Proceedings and Hearings.

(a) The ~~office of legislation and hearings~~ **governance unit** in the department of education shall schedule mediation, if requested, and a prehearing conference and a hearing as follows:

~~(b1)~~ As soon as the mediation, if any, the prehearing conference, and the hearing have been scheduled, the office of legislation and hearings shall notify the parties in writing of:

~~(1)~~**a.** The date, time, and place of the requested mediation and the prehearing conference;

~~(2)~~**b.** The date, time, place, and nature of the hearing;

~~(3)~~**c.** Legal authority under which the hearing is to be held;

~~(4)~~**d.** The particular sections of the statutes and rules involved, including a copy of Ed 100421;

~~(5)~~**e.** A short and plain statement of the issues involved; and

~~(6)~~**f.** The party's right to have an attorney present to represent the party at the party's expense.

~~(e2)~~ The name and address of the hearing officer who ~~will~~ **shall** preside at a hearing shall be selected:

~~(1)~~**a.** From a list of hearing officers, who have knowledge of state and federal vocational rehabilitation law, that is maintained by the office; and

~~(2)~~**b.** On a random basis.

Ed 100421.11 Elements of a Hearing. A hearing shall include the following elements:

(a) A prehearing conference, governed by Ed 100421.132;

(b) A hearing, governed by Ed 100421.15, that shall, except for good cause shown, be limited to 2 days; and

(c) A hearing officer's decision under Ed 100421.16(a) shall be considered the final decision of the ~~designated state unit~~ **NHVR**.

Ed 100421.12 Prehearing Procedures. The prehearing conference required by Ed 100421.10(a) shall be conducted by a hearing officer and governed by **Ed 208 along with** the following:

(a) Parties shall be prepared to discuss the issues described in RSA 541-A:31,V(c);

(b) Parties shall exchange, and provide to the hearing officer, witness lists including a brief description of each witness's testimony, and documentary evidence at least 5 business days before the hearing. Documentary evidence exchanged shall be legibly labeled in the upper right-hand corner with consecutive Arabic numerals as either "Individual Exhibit (number)" or "~~designated state unit~~ **NHVR** (number)", as appropriate. An index, by title, of all exhibits submitted shall also be exchanged;

(c) In order to limit testimony at the hearing to only those factual matters which remain in dispute between the parties, each party shall submit a statement of facts;

(d) The party who ~~has~~ initiated the hearing shall present his or her case first unless the hearing officer determines that the change in the order of presentation would not materially prejudice any party's right to a full and fair hearing and:

(1) The hearing would proceed in a more timely manner if the party not initiating the hearing presents his or her case first; or

(2) The hearing would proceed in a more efficient manner if the party not initiating the hearing presents his or her case first.

Ed 100421.13 Voluntary Production of Information.

(a) Each party shall attempt in good faith to make a complete response to requests, as soon as practicable, for the voluntary production of information.

(b) When a dispute between parties arises concerning a request for the voluntary production of information, releases, or documents, any party may file a motion to compel the production of the requested information under Ed 100421.14.

Ed 100421.14 Motion to Compel Production of Information.

(a) Any party may file a motion requesting that the hearing officer compel the parties to comply with information requests. The motion shall be filed at least 15 days before the date scheduled for the hearing, or as soon as possible after receiving the notice of hearing. Any objection to the motion to compel shall be filed within 5 days of the date receipt of the motion.

(b) The moving party's motion shall:

(1) Set forth in detail those factors which it believes justify its request for information; and

(2) List with specificity the information it is seeking to discover.

(c) When a party has demonstrated that such requests for information are relevant to the issues described in the hearing notice and might be necessary for a full and fair presentation of the evidence at the hearing because they have the potential to affect the outcome of the hearing, the hearing officer shall grant the motion to compel.

Ed 100421.15 Hearing Procedures. The hearing shall be conducted by a hearing officer, governed by **Ed 200 along with** the following:

(a) All hearings shall be electronically recorded by the hearing officer or his or her designee. The hearing officer's recording shall be the official record of the hearing unless a party requests and pays for

stenographic recording of such hearing. If a party requests and pays for a stenographic recording of the hearing, the stenographic record shall be under the control of the hearing officer and shall be the official record;

(b) Any party to a hearing shall have the right to:

- (1) Be accompanied and advised by counsel, who shall be an attorney, or by an individual with special knowledge or training with respect to vocational rehabilitation services and whose services shall be paid for by the party retaining counsel;
- (2) Present evidence and confront and cross-examine witnesses;
- (3) Request that the hearing officer prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least 5 business days before the first day of the scheduled hearing;
- (4) Obtain a verbatim record of the hearing, at any point during the hearing or afterwards;
- (5) Obtain written findings of facts and decisions; and
- (6) Record the hearing;

(c) At the conclusion of the hearing an applicant, eligible individual, or previously eligible individual may request, at no cost, a verbatim record of the hearing in either electronic or written format and written findings of fact and decisions at no cost for the first copy of each item. Any additional copies or copies of any of the items in the case file shall be available at the department's cost to produce them;

(d) An applicant, eligible individual, or previously eligible individual shall have the right to open the hearing to the public. However, if a hearing is open to the public, the hearing officer shall seat the members of the public and position their equipment in such a way that the public and equipment do not interfere with the proceedings;

(e) Each party shall have a maximum of one day to present its case, unless additional time is necessary for a full, fair disclosure of the facts necessary to arrive at a conclusion;

(f) The hearing officer shall limit the number of additional witnesses to eliminate redundant, cumulative, or irrelevant testimony; and

(g) The hearing officer shall limit examination of a witness by either party to avoid redundant, cumulative, or irrelevant testimony.

Ed 100421.16 Agreement Prior to Hearing.

(a) If the parties reach an agreement prior to the hearing, both parties shall sign a written statement requesting the cancellation of the hearing.

(b) When signing a written statement requesting the cancellation of the hearing is a burden to the applicant, eligible individual, or previously eligible individual because of the individual's disability, the office of legislation and hearings shall accept such requests in the appropriate mode of communication that is consistent with the informed choice of and used by the applicant, eligible individual, or previously eligible individual in order to promote the fair, accurate, and efficient resolution of issues.

Ed 100421.17 Continuance of Hearing.

(a) A hearing officer shall grant extensions of time beyond the period set out in Ed 100421-(15)(e) for specific periods of time at the request of either party if:

- (1) The party's vocational rehabilitation services would not be jeopardized by the delay;
  - (2) The party would not have adequate time to prepare and present the party's position at the hearing in accordance with the requirements of due process; and
  - (3) The need for the delay is greater than any financial or other detrimental consequences likely to be suffered by a party in the event of delay.
- (b) A hearing shall not be continued by the hearing officer because of the hearing officer's schedule.

Ed 100421.18 Decision.

(a) The hearing officer shall issue a final decision not later than 30 days after the hearing is completed. The final decision shall be consistent with RSA 541-A:35. The final decision shall be based on the provisions of the approved state plan, the Act, federal vocational rehabilitation regulations, and state rules that are consistent with federal requirements.

(b) The hearing officer shall provide to the individual or, if appropriate, to the individual's representative, and to the ~~designated state unit~~ **NHVR** a full written report of the findings and grounds for the final decision within 30 days after the hearing is completed.

(c) A copy of the final decision shall be sent by certified mail to each of the parties.

Ed 100421.19 Impact on Provision of Services During Proceedings.

(a) The ~~designated state unit~~ **NHVR** shall not institute a suspension, reduction, or termination of vocational rehabilitation services being provided to an applicant or eligible individual, including evaluation and assessment services and ~~individualized plan for employment~~ **IPE** development, pending resolution of a request for review of a determination through mediation or pending a decision by a hearing officer unless:

- (1) The individual or, in appropriate cases, the individual's representative requests a suspension, reduction, or termination of services;
- (2) The ~~designated state unit~~ **NHVR** has evidence that the services have been obtained through misrepresentation, fraud, collusion, or criminal conduct on the part of the individual or the individual's representative; or
- (3) The individual or the individual's representative engages in delaying tactics to avoid a determination of the issue for the purpose of continuing services the ~~designated state unit~~ **NHVR** believes are inappropriate or inconsistent with the program or the employment aptitudes and interests of the individual. In the case of apparent delaying tactics, the following shall apply:

a. Any case that remains open after 180 days shall be presumed to be a case where delay tactics are being employed; and

b. In any case open longer than 180 or whenever the hearing officer believes a party is hindering the prosecution of the case, the hearing officer shall require the offending party to show good cause pursuant to Ed 206.04(a) why the hearing officer should not dismiss the case with prejudice.

(b) If a party brings a civil action under Ed 100421.20 to challenge the final decision of the hearing officer made under Ed 100421.18(†), the final decision of the hearing officer shall be implemented pending review by the court.

Ed 100421.20 Civil Action. Any party who disagrees with the findings and decision of the hearing officer may bring a civil action to appeal that decision in a state or a United States district court of competent jurisdiction as provided in 34 CFR 361.57(i).

### Appendix I

Rule	Statute or Federal Regulation Implemented
Ed 1001	34 CFR 361; RSA 200-C:1
Ed 1002	34 CFR 361.5
Ed 1003	34 CFR 361.38
Ed 1004	34 CFR 361.41
Ed 1005	34 CFR 361.42
Ed 1006	34 CFR 361.42-44
Ed 1007	34 CFR 361.42
Ed 1008	34 CFR 361.45-46
Ed 1009	34 CFR 361.36
Ed 1010	34 CFR 361.53
Ed 1011	34 CFR 361.54
Ed 1012	34 CFR 361.51
Ed 1013	34 CFR 361.52
Ed 1014	34 CFR 361.55
Ed 1015	34 CFR 361.56
Ed 1016	34 CFR 363
Ed 1017	45 CFR 1329; 34 CFR 77.1
Ed 1018	34 CFR 367
Ed 1019	RSA 196-B:10-II
Ed 1020	RSA 326-I:5, RSA 200-C:19, IV
Ed 1021	RSA 541-A:30-a; 34 CFR 361.57



**Kate Cassady**  
Littleton

**Ann Lane**  
Dover

**Phil Nazzaro**  
Newmarket

**Drew Cline, *Chairman***  
Bedford

**Helen G. Honorow**  
Nashua

**Cindy C. Chagnon**  
Bedford

**Celina Griffin**  
Gilford

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**EXECUTIVE SUMMARY**  
**Interim Rule: Ed 504.12, Ed 505.07(b) and (d), and Ed 505.08 regarding**  
**Criminal History Record Check Clearance credentials**  
**New Rule**

Submitted to the State Board of Education, December 10, 2020:

**A. ACTION NEEDED**

A vote is needed by the State Board of Education to approve the interim rule proposal for Ed 504.12, Ed 505.07(b) and (d), and Ed 505.08 regarding Criminal History Record Check Clearance credentials.

**B. RATIONALE FOR ACTION**

HB 1558 passed on July 1, 2020 which amended RSA 21-N:9, II(s) by adding credentialing standards for bus drivers and transportation monitors to the State Board's rulemaking authority. The Department engaged with stakeholders, including the Department of Safety and Student Transportation Consulting of New England, in drafting these rules. The bill includes an amendment requiring the Department to run criminal history record checks on any individual seeking to be employed as a school bus driver transportation monitor.

**C. EFFECTS OF THIS ACTION**

If the board votes to approve these rules the department will submit the rules to the Office of Legislative Services (OLS) for review and placement on the January 15, 2021 Joint Legislative Committee on Administrative Rules (JLCAR) agenda for approval. If approved, the Board may adopt this rule at its February 11, 2021 meeting. Regular rulemaking will commence in January.

**D. POSSIBLE MOTION**

I move that the State Board of Education approve the interim rule proposal for Ed 504.12, Ed 505.07(b) and (d), and Ed 505.08 regarding Criminal History Record Check Clearance credentials.

Adopt Ed 504.12 as follows:

Ed 504.12 Criminal History Record Check Clearance.

(a) A criminal history records check clearance credential shall be required for any individual who seeks employment as a school bus driver or transportation monitor.

(b) Individuals currently employed as a school bus driver shall apply for a criminal history record check clearance no less than 60 days prior to the expiration of their current state issued driver's license.

(c) An applicant for a criminal history record check clearance credential shall submit the following:

(1) A completed "Criminal History Record Check Clearance" form, February 2021 edition;

(2) A completed department of safety "Criminal History Record Release Form" and associated fee as referenced in Appendix II;

(3) A copy of a valid government issued identification (ID) including, but not limited to:

a. A driver's license;

b. A state issued photo ID;

c. A passport; or

d. A military ID; and

(4) The applicable credentialing fee as required in Ed 505.08;

(d) An application for a criminal history records check clearance shall be considered complete upon receipt of the applicant's criminal history record.

(e) A criminal history records check clearance credential shall not be issued to any individual who, upon review by the department, is confirmed to be in violation of any of the acts enumerated in RSA 189:13-a, V.

(f) A completed application for criminal history records check clearance shall be reviewed by the department in accordance Ed 505.09(a)-(d).

(g) Board issued criminal history records check clearance credentials shall be valid for 5 years or, for new bus driver applicants, for the duration of the individual's current state issued driver's license.

(h) Renewal applications shall be submitted no less than 60 days prior to the expiration of the criminal history records check clearance credential or current driver's license, as applicable, by submission of the requirements enumerated in Ed 504.12(c).

Amend Ed 505.07(b), effective 10-5-20 (Document #13101), by adding a new (b)(17) so that Ed 505.07(b) are cited and read as follows:

Ed 505.07 General Application Instructions.

(b) Applicants for any credential shall complete and file the appropriate form as follows:

(16) “Site-Based Licensing Plan Completer” form, January 2020, for all applicants who have completed their SBLP and are ready for full licensure as outlined in Ed 505.09(f)(17); **and**

**(17) “Criminal History Record Check Clearance” form, February 2021 edition, as referenced in Ed 504.12.**

Amend Ed 505.07(d)

(d) For applications outlined in Ed 505.07(b)(1)-(13) **and Ed 505.07(b)(17)**, within 60 days of the department’s notification of receipt of a complete application in accordance with (a) and (b) above, the department shall send notification of:

- (1) Approval in the form of the digital credential for which the applicant applied;
- (2) Denial in writing that outlines the specific reasons for denial, including, but not limited to:
  - a. A department-confirmed violation of the code of conduct outlined in Ed 510.01 through Ed 510.04;
  - b. A determination that the applicant does not meet the requirements for the specified credential; or
- (3) Conditional approval which includes:
  - a. An outlines of the specific areas that the applicant needs to address in order for the bureau to continue a full review of the application;
  - b. An applicant timeline for completing the conditional approval requirements, not to exceed 120 days; and
  - c. The following statement pursuant to Ed 505.07(h):“If the conditional approval does not result in an approval and license, or the requirements outlined are not completed within the timeframe allotted, the application will be closed and the applicant shall be required to begin a new application, to include all fees in accordance with the fee schedule outlined in Ed 505.08”.

Amend Ed 505.08, effective 10-5-20 (Document #13101), cited and to read as follows:

Ed 505.08 Fees.

(a) An application shall not be complete until all application materials, including the proper fee, have been filed with the bureau.

(b) Payments shall be made either electronically at the time of application on the department website or by cash, money order or cashier’s check, or school employer check on behalf of applicants, made payable to "Treasurer, State of New Hampshire," to the bureau as outlined in Ed 505.07(a).

(c) The required educator fees shall be in accordance with RSA 186:11,X(b), and the fee schedule set forth in Table 505-1 below, with the following fees reflecting the actual cost of the service listed:

Table 505-1 Fee Schedule

*All fees are non-refundable and include processing fee.	
Approved Educator Preparation Program BEL/EEL (per endorsement)	\$120.00
Site Based Licensing Plan	
Statement of Eligibility (per endorsement)	\$50.00
Intern Authorization (per endorsement)	\$120.00
Upgrade to BEL/EEL (per endorsement)	\$120.00
Demonstrated Competencies Portfolio/Oral Board	
Materials (per endorsement)	\$50.00
Portfolio Review/Oral Board (per endorsement)	\$500.00
BEL/EEL (per endorsement)	\$120.00
Demonstrated Competencies National/Regional exam/licensure BEL/EEL (per endorsement)	\$120.00
Demonstrated Competencies Transcript Analysis BEL/EEL (per Administrative endorsement)	\$500.00
Demonstrated Competencies Experience under Out of State License BEL/EEL (per endorsement)	\$120.00
BEL/EEL/Master Teacher License Renewal (3 year cycle)	\$120.00
Master Teacher – National Level (per endorsement)	\$120.00
Master Teacher – NH Level (per endorsement)	\$800.00
Late Renewal Filing Fee (BEL/EEL/Master Teacher only)	\$50.00
Paraeducator I	\$10.00
Paraeducator II	\$10.00
Paraeducator I and II Renewal (3 year cycle)	\$10.00
School Nurse I - 3 years with one time renewal	\$75.00
School Nurse II	\$0.00
School Nurse III	\$75.00
School Nurse I, II, III Renewal (3 year cycle)	\$75.00
Educational Interpreter/Transliterater	\$25.00
Educational Interpreter/Transliterater Renewal (3 year cycle)	\$25.00
<b><i>Criminal History Record Check Clearance (5 year cycle)</i></b>	<b><i>\$100.00</i></b>
Name Change	\$50.00
Credential Verification Letter	\$25.00
Emergency Authorization (per endorsement)	\$120.00
Returned check fee (RSA 6:11-a)	\$15.00 (State Treasurer's fee) \$25.00 (Bureau of Credentialing fee)



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Commissioner

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## EXECUTIVE SUMMARY

### Final Proposal: Ed 306.18(a)(7) and Ed 306.22, Remote Instruction

Submitted to the State Board of Education, December 10, 2020:

**A. ACTION NEEDED**

A vote is needed by the State Board to approve the final proposal for Ed 306.18(a)(7) and Ed 306.22, Remote Instruction.

**B. RATIONALE FOR ACTION**

These rules are being amended to align with the current emergency order regarding remote instruction, to respond to oral and written testimony during the first public hearing, and to address the availability of remote instruction models at the local level. The initial proposal has been revised to include Ed 306.22 instead of the initially proposed Ed 306.14.

**C. EFFECTS OF THIS ACTION**

If the board votes to approve this final proposal it will be submitted to the OLS to be reviewed by the Joint Legislative Committee on Administrative Rules.

**D. POSSIBLE MOTION**

I move that the State Board of Education approve the final proposal for Ed 306.18(a)(7) and Ed 306.22, Remote Instruction.

Readopt with amendment, Ed 306.14, effective 8-9-19 (Document #12845), to read as follows:—

Ed 306.14 Basic Instructional Standards.

(a) The local school board shall require that each school has an instructional program which includes the following:

- (1) A policy on homework, including its relationship to the grading system;
- (2) An organized plan for recording student progress in meeting district and graduation competencies in alignment with RSA 193-C:3;
- (3) A policy for promoting students from one learning level to another based on achievement of district competencies in alignment with RSA 193-C:3;
- (4) Instructional materials and resources matched to the appropriate skill levels of students;
- (5) A policy that outlines how digital literacy will be integrated in a developmentally appropriate manner across grades 1-12 instruction, and how the district or graduation competencies associated with digital literacy will be assessed either alone or in combination with other district or graduation competencies and assessments;
- (6) A policy outlining how students will demonstrate achievement of district and graduation competencies including the awarding of credit for required subjects and open electives;
- (7) A policy encouraging students to pursue and demonstrate advanced course work, including advanced placement courses in high school, dual enrollment in college courses; and
- (8) A policy encouraging students to have a plan for summer activities that support student learning; and
- (9) Remote instruction for all students, when necessary, which shall include:
  - a. Academic work equivalent in effort and rigor to typical classroom work;
  - b. Accessibility by and inclusion for both individual and school-wide uses; and
  - c. Assessment of all student work completed during remote instruction.

(b) The instructional program shall enable students to demonstrate achievement of graduation competencies in alignment with RSA 193-C:3.

Amend Ed 306.18(a)(7), effective 3-27-14 (Document #10556), as amended effective 3-12-20 (Document #13001, Emergency) and expired 9-8-20, as modified by Exhibit P of Emergency Order #29, effective 8-13-20, so that Ed 306.18(a) intro. and (a)(7) are cited and read as follows:

Ed 306.18 School Year.

(a) Pursuant to RSA 189:1 and RSA 189:24, each school district shall maintain a school year as provided below:

(7) A school district may conduct “distance education” as ~~that term is~~ defined in Ed 306.22. The district shall create a plan that shall include procedures for participation by all students.

Readopt with amendment, Ed 306.22, effective 3-27-14 (Document #10556), as modified by Exhibit P of Emergency Order #29, effective 8-13-20, to read as follows:

Ed 306.22 Distance Education.

(a) In this section, "distance education" means ***any instructional mode that is not in-person instruction including, but not limited to***, correspondence, video-based, internet-based, online courses, ~~or~~ remote instruction, ***or any combination thereof***. The term distance education also includes hybrid instructional models that utilize elements of distance education and traditional instruction in any combination.

(b) School districts may offer students the multiple instructional options, including traditional classroom, distance education, or hybrid instruction models. For distance education and hybrid instruction models, the provisions of ( c ) - ( f ) below shall apply.

(c) The local school board shall be responsible for the approval, coordination, and supervision of distance education courses offered by the school district-

(d) School districts may cooperate to share delivery of distance education ~~courses~~.

(e) ~~Distance education courses shall:~~

~~(1) Comply with all federal and state statutes pertaining to student privacy and to public broadcasting of audio and video;~~

~~(2) Require students to meet similar district and graduation competencies as required by the school for students enrolled in similar courses offered by the school; and~~

~~(3) Require students earning acknowledgement of achievement for distance education courses to participate in all assessments required by the statewide education improvement and assessment program~~***The local school board shall adopt policies relative to all distance education offered by the school district.***

~~(f) The local school board shall adopt policies relative to all distance education courses offered by the school district relative to:~~

~~(1) The number of students an educator might be required to supervise;~~

~~(2) Monitoring of student progress, grading of assignments, and testing;~~

~~(3) Security of individual student records, provided that no individual student records obtained through participation in distance education courses shall be used for any purposes other than those that support the instruction of the individual student; and~~

~~(4) Gathering and disseminating of district level aggregated data obtained through participation in distance education courses.~~

**Appendix I**

<b>Rule</b>	<b>State or Federal Statute or Federal Regulation Implemented</b>
Ed 306.14	RSA 186:5;189:1-a; RSA 193-C:3, I(a)
Ed 306.18(a)intro and (a)(7)	RSA 189:1; RSA 189:24

New Hampshire  
**State Board of Education**  
Minutes of the November 12, 2020 Meeting  
Meeting held via Zoom webinar due to the COVID-19 State of Emergency

**AGENDA ITEM I. CALL TO ORDER**

The regular meeting of the State Board of Education was convened at 9:10 a.m. The meeting was held via Zoom webinar due to the COVID-19 state of emergency. Drew Cline presided as Chair.

Members present: Sally Griffin, Ann Lane, Kate Cassady, Helen Honorow, and Drew Cline, Chair. Cindy Chagnon and Phil Nazzaro were not able to attend due to prior commitment. Also present were Frank Edelblut, Commissioner of Education, and Christine Brennan, Deputy Commissioner of Education.

**AGENDA ITEM II. PLEDGE OF ALLEGIANCE**

Drew Cline led the pledge of allegiance.

**AGENDA ITEM III. PUBLIC COMMENT**

There was no live public comment and written commentary was submitted and posted to the public materials on the Board's [webpage](#).

## **AGENDA ITEM IV. PRESENTATIONS/REPORTS/UPDATES**

### **A. Comprehensive Support and Improvement (CSI) School Presentations**

Presenters included NHDOE Deputy Commissioner Christine Brennan, Mike Schwartz of Demonstrated Success, Principal Chas Miller of Ledge Street Elementary School, and Principal Paula Jones of Henry Wilson Elementary School.

Deputy Commissioner Brennan noted that CSI schools will be presenting to the Board for the next couple of months. This will highlight to the Board how leaders are developing and altering plans and implementing changes during COVID. Educational leaders must be as innovative and creative as possible.

Mike Schwartz provided an introduction to CSI, Every Student Succeeds Act (ESSA), and New Hampshire's consolidated plan from 2017 to meet ESSA. CSI schools are in the bottom 5% of schools regarding academic achievement. There are twelve such elementary schools across the state and one high school, with an additional seven high schools flagged as struggling due to low graduation rates. Most of these schools are charter schools serving at-risk students. These schools need strong leadership, extra funding, oversight, and technical support. School improvement is monitored through school improvement plans (SIP), with

two to three main goals each year. A major goal for all the schools is an improved culture and more staff collaboration.

Helen Honorow asked about the statistic about the struggling charter high schools. Are the numbers being looked at reflect whether students are graduating, including past 18, or if they are participating in credit recovery or other opportunities to eventually receive a diploma? Mike Schwartz answered that federally, the state is required to use a 4- and 5-year graduation rate to identify struggling schools.

Principal Chas Miller of Ledge Elementary School, a CSI school, gave a comprehensive update of how his school is improving in all the metrics. He is very proud that the state's teacher of the year is from Ledge Elementary. Principal Miller discussed his work with school staff to have an atmosphere of vulnerability, humility, and to fail forward. He models these behaviors and the level of staff collaboration has significantly increased.

Principal Miller's priority goals for his school are to improve Tier I instruction and to implement professional learning communities (PLCs) for additional and deeper staff collaboration and learning. His biggest challenge is a lack of time for PLCs. Principal Miller went on to explain other ways he has worked to improve school culture with parents, children, and staff. He also detailed a mobile levelled

book room that was put into place during the COVID shutdowns to encourage literacy and he has plans to expand this program.

Principal Paula Jones of Henry Wilson Elementary School was just hired on August 31. Even though she has had barely 8 weeks at the school so far, she is already implementing improvements and seeing positive changes. Principal Jones discussed how many of the teachers seemed to be working singularly and not as a team. Teachers were not being faithful to one curriculum. Principal Jones met with the educational team to discuss curricula and the need to select and use only one. Due to COVID, it has been difficult to get to know the community but she has made outreach efforts and is seeing results. The school will implement a 90-day equity plan as a quick check-up that can be carried out several times a year.

Helen Honorow wondered if there is a way for CSI schools to share their successful strategies to a broader audience so other schools can learn their best practices. Mike Schwartz answered that there is a meeting for CSI schools to do exactly that, but that perhaps a way could be found to extend that more broadly. Chair Cline mentioned that charter schools are supposed to experiment and are required to share their findings, and that it would be valuable to share CSI school findings as well.

Ann Lane asked what the roadblocks to achievement are in CSI schools. Principal Miller responded that teachers need to understand the "why" behind what

they are doing so they are able to plan and focus. Administrators must communicate the "why" to the staff and be strong leaders to move the schools forward.

B. School Restraint and Seclusion Report for School Year 2019-2020 per RSA 126U

Rich Farrell of the NHDOE Governance Unit gave an update on last year's school restraint and seclusion statistics and explained that from March 15, 2020, to June 20, 2020 there was virtually no reporting due to the COVID-19 pandemic. Nonetheless, both public and non-public schools were timely in reporting. Every school has been documented.

Restraint and seclusion for public schools: There was a total of 1,785 restraint reports, down from 2,860 the previous year. Even factoring in the COVID-19, this is still a reduction in total restraints. There were 4 reported injuries, none serious. Each injury report was documented, investigated, and cleared for educator misconduct.

Rich Farrell said that one public school, Broad Street Elementary School stands out with 464 issues of restraint and 124 seclusions. This school serves many children with autism and other significant needs, and the school's policy is to document any hands-on involving students even if it is not a restraint as defined

by statute. There was a second school that stood out, an elementary school with 14 restraints and 14 seclusions but they were all the same child.

Restraint and seclusion for non-public schools: There were 1,827 instances reported, down from the 3,000 reported the prior year. Once again there is an outlier with a school that reports every hands-on even if it is not a restraint as defined by statute. Rich Farrell was able to document and report every incidence of injury. All were minor excluding a single student with a broken arm, who seems to have injured himself.

Ann Lane asked Rich Farrell if he has confidence in these numbers. Rich responded that he thinks the reported numbers are high, in that they are not consistent with what the statute defines as restraint. Even though schools have been told to only report according to the statutory definition, there are still some schools that continue to report everything.

Helen Honorow reminded everyone that the prime reason for the statute is to make sure that students with disabilities in particular are not restrained inappropriately, and therefore when discussing which schools have higher rates it is inappropriate to say that they have higher rates due to a higher special education population. Rich Farrell interjected that this has been discussed with Broad Street Elementary School in particular and there was one educator at the school who was investigated for misconduct.

MOTION: Ann Lane made the motion, seconded by Kate Cassady, to approve the Restraint and Seclusion Report.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Helen Honorow, and Kate Cassady, with the Chair abstaining.

## **AGENDA ITEM V. PUBLIC HEARINGS**

### A. Remote Instruction (Ed 306.18(a)(7) & Ed 306.22)

Chair Cline opened the public hearing at 10:39 a.m.

Bonnie Dunham from Merrimack, NH spoke as the parent of a child who benefitted from special education. She said that while the Department of Education and the school districts have been working hard to meet the needs of children with disabilities during the pandemic, there is a wide variation across the state in terms of how successful they are, particularly with children with complex needs.

Ms. Dunham recommends the following adjustments to Ed 306.22: After the line that reads "The local school board shall adopt policies relative to all distance education offered by the school district", she would like to add language

modelled after Executive Order 64: "The policy shall specify that when a school district is providing instruction through a distance education model or through a hybrid model that includes distance education, procedures shall be established to ensure the provision of a free appropriate public education for all children with disabilities, including through the provision of in-person instruction and related services, if necessitated by the student's individual needs and consistent with the health and safety needs of the child, the child's teachers, and the child's family." Ms. Dunham feels that the flexibility given to educational institutions during the pandemic has been taken to the extreme in some cases and is causing failure, and that many students with disabilities have fallen through the cracks during distance learning.

Further, Ms. Dunham recommends the following change: After ED 306.22(b) which states "School districts may offer students the multiple instructional options, including traditional classroom, distance education, or hybrid instruction models", she requests to add "unless the use of distance education is necessitated by an emergency, including a public health emergency, traditional classroom education shall be one of the options offered by each school district." This change is to ensure that no one tries to continue distance learning as the primary way of learning after the pandemic is over.

Lisa Beaudoin, Executive Director of ABLE NH also spoke on behalf of students with disabilities. Parent surveys have shown that despite the Board's

efforts, many students with disabilities have been left behind and have not received any services since March. The coverage is highly inconsistent across the state. Clear and strong language in all New Hampshire rules on the matter is necessary so the needs of all children will be met.

Ms. Beaudoin concurred with Ms. Dunham's suggestions of placing boundaries around the flexibility that had been offered. Some of the special needs children have had to refuse to return to in-person learning due to being high-risk or due to having high-risk family members. However, for many students who have been unable to return to in-person learning, they are now receiving no education and no services. Occupational therapy (OT), physical therapy (PT), and speech therapy cannot be delivered remotely for students with the most significant disabilities. ABLE NH is particularly concerned about families of low socioeconomic status or low parental education who are not able to reach ABLE NH or other organizations to arrange proper education through the Individual Education Plan (IEP) team process.

Carrie Duran of Wolfeboro, NH spoke as the mother of a 9-year-old child with Down Syndrome. She discussed how she, like many other parents, is having to try to balance her work and her daughter's education. The school district has worked with their family to allow the child to still attend all of her OT, PT, and speech therapy in school, but Ms. Duran feels that she has a choice to make: either keep up with the therapy or keep up with the academics. It is proving difficult

to stay on top of both at the same time. She expressed the feeling of many parents in the COVID age that no matter what choice they make, they are failing.

William Caruso from the Shaker Regional School District, another parent of a child with special needs, related that it seems the school is no longer following his son's IEP and he was given no advance warning of or consultation regarding the changes. Services that were meant to be 40 minutes long are now only 10 or 15 and remote. He feels that these decisions have not been based on real data or on accurate evaluations of the situation. Additionally, Mr. Caruso lamented the poor communication from the school that makes it difficult to have all supplies prepared for his child on time. Nonetheless, his son is thriving with remote learning, likely because the stresses of the transitions at school and his difficulties managing the transitions is taken away in the calm home environment. However, the sudden and unexplained changes to the IEP are concerning.

Chair Cline closed the public hearing at 11:11 a.m.

## **AGENDA ITEM VI. COUNCIL FOR TEACHER EDUCATION (CTE)**

### **A. University of New Hampshire (UNH) Substantive Change Request**

Liz Archieri, UNH Coordinator of Accreditation and Certification explained to the Board that after careful consideration, UNH decided to not seek continuation

of its current approval for its Comprehensive Agricultural Education educator preparation program. Currently, there are no students enrolled and only one student has completed the program since 2016.

MOTION: Ann Lane made the motion, seconded by Helen Honorow, that the State Board of Education grant the elimination of the Ed612.31 Comprehensive Agricultural Education Professional Educator Preparation Program at University of New Hampshire effective at the end of the 2020-21 academic school year to expire 5/30/2021.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Helen Honorow, and Kate Cassady, with the Chair abstaining.

B. Keene State College (KSC) Substantive Change Request

Laura Stoneking, NHDOE, Administrator, Bureau of Educator Preparation and Higher Education explained to the Board that this information is extended by the CTE to the Board for information purposes only and no formal action is required at this time.

Tanya Sturtz, Keene State College Associate Dean, School of Arts, Education & Humanities and Educator Preparation Leadership Certification Officer explained to the Board that KSC is looking to make adjustments to the Science for Middle School courses. The college is changing the "General Science for Middle School" to "STEM for Middle School educators". This will include changes to the education courses to realign existing courses with the Next Generation Science Standards (NGSS), add courses in STEM education, and add additional engineering and math courses.

Helen Honorow commented that it seems this is an attempt to both strengthen and broaden the program content. Jacob Pleasants, also of KSC, explained that the major is equally rigorous and that these changes are merely a realignment and a refocus to best prepare the teachers.

## **AGENDA ITEM VII. CHARTER SCHOOL REPORTS/UPDATES**

### A. Northeast Woodland Public Charter School Charter Amendment

Jane Waterhouse, NHDOE, Charter School Administrator, introduced Jesse Badger, Chairman of Northeast Woodland Public Charter School.

Jesse Badger requested to adopt the school's Year 2 numbers ahead of schedule as demand has outpaced projections and the school has secured more

space than originally anticipated. They currently have 3 students over the allocated 145 and would like to increase enrollment by 35 students to be able to accept students from their waitlist.

MOTION: Ann Lane made the following motion, seconded by Kate Cassady, that, pursuant to RSA 194-B:3, XI, that the State Board of Education authorize Northeast Woodland Charter School to amend the charter to increase enrollment from 145 to 180 students for the 2020-2021 school year.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, and Helen Honorow, with the Chair abstaining.

### **AGENDA ITEM VIII. PROFESSIONAL STANDARDS BOARD (PSB)**

This item was removed from the agenda at the start of the meeting and will be taken up at a later meeting.

### **AGENDA ITEM IX. LEGISLATIVE UPDATES**

A. Final Proposal ~ Demonstrated Knowledge and Skills in High School  
(Ed 306.27(d))

Amanda Phelps, NHDOE, Administrative Rules Coordinator, noted that this version is amended only slightly from the initial proposal version, based on public testimony from Nicole Heimarck. The words "placement pretest" were changed to "assessment". The last sentence was changed to "shall be eligible to take another course". Ms. Phelps noted that the Office of Legislative Services (OLS) has not submitted comment on the initial proposal because they are severely behind due to changes in procedures due to COVID. Comments from OLS will be received upon submission of the final proposal.

Helen Honorow expressed concern that a placement or pre-placement test is being equated with competency. Requiring a district to give credit for a course that they did not design can be problematic, and conflating the meaning of a placement test with course credit and having the test be something that a student should get credit for does not seem appropriate.

Chair Cline pointed out that section (d) talks about the placement pretest in the current language but not the new language. Section (f) shows that this is consistent with the idea of awarding credits, as it reads: "Credits shall be based on demonstration of competencies, not on time spend achieving those competencies." The rules are internally consistent, but the new wording is enabling a type of rule change that allows students to be able to gain access to something that has already been in the rules for many years.

Ms. Honorow queried why students should get additional credit and have to take fewer courses, rather than using the placement tests simply as a placement tool that will enable the students to advance further along the subject pathway. Chair Cline clarified that the total number of credits for any particular subject has not been reduced, but students can bypass material they have already mastered and put their time to better use expanding their learning horizons by taking other courses.

Commissioner Edelblut joined the conversation, quoting rule 306.27: "Students shall be provided courses in a classroom setting that will enable them to demonstrate achievement of graduation competencies." This means that courses in a classroom setting exist purely to allow a student to demonstrate a competency. The students should receive credit for demonstrating competencies.

Chair Cline suggested that perhaps Ms. Honorow's concern is that such an approach will mess up the credit system. Ms. Honorow clarified that she does not think a student should get actual credits for the same course both at the elementary and at the high school level. Ann Lane is of the opinion that giving students credit for competencies allows them to pursue a wider range of subjects in high school, for which they can potentially earn college credit as well.

MOTION: Ann Lane made the following motion, seconded by Sally Griffin, that the State Board of Education approve the final proposal for Ed 306.27(d), Demonstrated Knowledge and Skills, as amended.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Kate Cassady, Ann Lane, and Sally Griffin, with the Chair abstaining. State Board of Education member Helen Honorow voted against the motion.

B. Final Proposal ~ Home Education (Ed 315)

Ms. Phelps recounted that at the public hearing for this rule, one person gave oral testimony but he did not want to submit written testimony. There are no amendments from the initial proposal to the final proposal.

MOTION: Kate Cassady made the following motion, seconded by Sally Griffin, that the State Board of Education should approve the final proposal for Ed 315, Home Education.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Kate Cassady, Ann Lane, Helen Honorow, and Sally Griffin, with the Chair abstaining.

C. Withdrawal from Rulemaking ~ Vocational Rehabilitation Programs (Ed 1000)

Ms. Phelps explained that she had drafted an objection response because there were so many comments and time was needed to sort through them. The Vocational Rehabilitation team also found items in the rules that they wanted to change and significant things that had been overlooked. They are requesting to withdraw the current proposal in order to fix it.

Ms. Phelps went on to explain that the rules are in effect under an emergency rule until January 11, 2021 and they would need to enter into another emergency rule period until new regular rulemaking could be completed. The objection response was vetted by attorneys. A new emergency rule that incorporates the proposal is nearly ready.

MOTION: Kate Cassady made the following motion, seconded by Ann Lane, that the State Board of Education should withdraw the final proposal for Ed 1000, Vocational Rehabilitation Programs.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Kate Cassady, Ann Lane, Helen Honorow, and Sally Griffin, with the Chair abstaining.

D. Discuss Remote Instruction (Ed 306.18(a)(7) & Ed 306.22)

Helen Honorow noted that the Board has received written testimony from people and may yet receive more over the next week. She suggested that the topic be revisited at the next meeting. Chair Cline cautioned that the Board must be careful with the rules as there are many protections for children with disabilities under the rules, and they do not want to inadvertently weaken the existing rules through poor wording on the updated rules.

Ann Lane requested that Angela Adams put together a package of the original rule, the new draft, and all the public input received in order to make it easier to review the changes. Ms. Phelps reminded everyone that the rule has a December 23 deadline and must be voted on at the December meeting.

**AGENDA ITEM X. COMMISSIONER'S UPDATE**

Commissioner Frank Edelblut provided an overview of Canvas (a statewide learning management system) implementation. He also updated that they were able to negotiate a statewide Zoom license. All schools participating in Canvas

will have a 3-year Zoom license at no cost to the schools. Commissioner Edelblut stressed that the investment in Canvas is becoming more relevant and more important as the pandemic progresses. It is a platform for in-person, hybrid, and remote instruction, and offers the ability to move between the models. More districts are signing on.

Commissioner Edelblut then discussed the Modern States proposal. They are negotiating an agreement with Modern States for secondary and post-secondary online education resources. It will be free to New Hampshire students and a good opportunity as it includes online courses taught by high-quality college professors.

New Hampshire was one of the few states that held in-school Scholastic Assessment Tests (SAT)s for students in October. There was a concern that students who missed the Spring 2020 SATs due to the pandemic would never take it at all and would fall off the radar for post-secondary institutions. For the lower grades, the New Hampshire Statewide Assessment System (SAS) was given to most students in October to give schools feedback on how the students were faring, having missed the Spring semester. The assessment was available both remotely and in-person. Fourth graders were given the third-grade assessment and third graders were not assessed this year. The information collected will inform how to deploy resources in support of the schools.

Commissioner Edelblut raised an additional issue, that many schools are moving to a remote model of learning between Thanksgiving and two weeks post-Christmas, approximately from November 30 to January 19. The driving force behind this is the assumption that people will travel for the holidays and the districts want to stay safe. The Commissioner reiterated that many families have no alternate childcare arrangements and cannot afford to not work during that time period. Furthermore, school system workers are considered essential workers and do not have the same quarantining requirements as the general population. He was urging districts to carefully consider if remote learning was appropriate under these circumstances.

An additional concern is that for remote and hybrid students, schools must ensure there is high-quality instructional opportunities on the remote days. Ed 306.02(k) defines it thus: "Instructional time means the period of time during which pupils are actively working toward achieving educational objectives under the supervision of an educator or another staff member." Schools must make sure a staff member is always available for students who get stuck on homework or remote learning difficulties.

Commissioner Edelblut updated that there is now a school dashboard available on the Health and Human Services website. It contains rich information about schools and COVID. Schools report attendance information on a daily basis and the dashboard is updated. The goal is to have full transparency.

Ms. Honorow asked what percentage of students took the SATs on the special Fall dates that were offered. Commissioner Edelblut said the full numbers have not yet come in but of 14,500 eligible students, the preliminary number is that 8,900 have taken it. The number is expected to rise as more schools submit reports.

### **AGENDA ITEM XI. OPEN BOARD DISCUSSIONS**

Helen Honorow asked if there was an update on the date for the second retreat. Chair Cline replied that they were aiming for November 19, but it could possibly be postponed if he and the NHDOE staff do not have enough time to prepare.

Another board member asked if there is an update about the charter school grant money that was allocated to New Hampshire but denied by the legislature. Commissioner Edelblut replied that it is unchanged at this point in time. He had a discussion with Representative Wallner, who chairs the fiscal committee, and it will be brought to either the November or December committee meeting.

Chair Cline reiterated for the parents of children with IEPs that the Board hears their concerns about the challenges of remote instruction and is actively working to improve the situation. The Board does not take these concerns lightly

and is not dismissing them. Unfortunately, this is an issue across the nation at the moment.

## **AGENDA ITEM XII. OLD BUSINESS**

There was no old business.

## **AGENDA ITEM XIII. TABLED ITEMS**

- A. Capital City Public Charter School Status Change Request and Progress Report

## **AGENDA ITEM XIV. CONSENT AGENDA**

- A. Meeting Minutes of October 8, 2020

Helen Honorow proposed some changes to the minutes:

- On page 5060, it should be "end of course" rather than "end of court".
- Page 5061: "Finally by replacing the competency assessment", it's too shortened from what the speaker was saying. Someone needs to go back and listen to the moment as it's not quite what the speaker was saying.

Ann Lane proposed additional changes:

- Page 5061: In the next paragraph below Helen's note, the paragraph also seems truncated and that section should be listened to again.
- Page 5080: Chair Cline is quoted as saying "School districts are already suffering financially, and the Board needs to address the issue." The quote seems out of context and should be listened to again.

Chair Cline proposed additional changes:

- Page 5057: "The family was encouraged to switch their daughter to on-person learning so she could be more educationally challenged." Chair Cline does not recall this and this does not seem accurate.
- Page 5064: "The curriculum in the social justice class should include more emphasis on legal aspects of IEP." Chair Cline does not think that's what he was saying.

MOTION: Helen Honorow made the motion, seconded by Sally Griffin, to approve the previous meeting minutes as amended.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Kate Cassady, Ann Lane, Sally Griffin, and Helen Honorow, with the Chair abstaining.

**AGENDA ITEM XVI. ADJOURNMENT**

MOTION: Kate Cassady made the motion, seconded by Helen Honorow, to adjourn the meeting at 1:00 p.m.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, and Helen Honorow, with the Chair abstaining.

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Secretary

**November 12, 2020**

New Hampshire  
State Board of Education  
Minutes of the October 27, 2020 Charter School Retreat  
Meeting held in a virtual format due to the COVID-19 State of Emergency

**AGENDA ITEM I. CALL TO ORDER**

The Charter School Retreat convened at 9:00 a.m. in a virtual format due to the COVID-19 state of emergency. Drew Cline presided as Chair.

Members present: Drew Cline, Chair, Helen Honorow, Ann Lane, Kate Cassady, Cindy Chagnon, Phil Nazzaro, and Sally Griffin. Also present were Tal Bayer, Head of Kreiva Academy; James Fricchione, Trustee from Windham Academy; Walter Cartwright, Board Chairman of Windham Academy, Matt Southerton, Nate, Jane Waterhouse, Kaitlin.

**AGENDA ITEM II. PRESENTATIONS/REPORTS/UPDATES**

Tal Bayer and Jim Fricchione gave a joint presentation to describe challenges that startups face. Kreiva Academy and Windham Academy have both been in operation for three years.

Mr. Fricchione described that Windham Academy currently teaches kindergarten to fifth grade, but will grow up one grade per year to eighth grade. They enroll over 250 students from 18 districts. They have a staff of 35 and 12

classrooms. They are well thought of in the community. They are developing a 24,000 square foot facility. Windham has been very successful.

Mr. Bayer said that Kreiva serves grades sixth through twelve. They have 145 students enrolled, from 17 districts. The enrollment is about 20% higher than last year. There are wait lists in all high school grades. The middle school level has been challenging. Kreiva has 19 full-time staff members and two AmeriCorps volunteers. They are an urban-based school. Half of the students receive free and reduced lunch. 30% of the students have IEPs or 504 plans. 80% of the students when asked why they considered Kreiva answered that it was due to struggles in their traditional school in academics or social/emotional issues. They have many LGBTQ students and Kreiva provides a safe place for their education.

Jim Fricchione mentioned that Windham Academy believes that diversity of their board is essential, and members need to have good business skills in the startup phase. It has helped to have a treasurer with financial skills and a chairman who runs a business.

Mr. Bayer said that the startup board may differ from the subsequent boards. Kreiva's startup board had visionaries but struggled with running the school as a business because they didn't have the business acumen to understand cash flow. Business expertise is critical for success.

Tal Bayer mentioned that availability is an issue. Finding a quality, low-cost building in an ideal location is difficult. This sometimes forces charter schools to make less than ideal decisions regarding facilities. Board expertise is helpful in making good decisions. Kreiva is leasing their building. The annual cost of the lease would almost be enough to buy a facility in three years. It would help to have a board member that understood the lease negotiation process or someone with expertise to provide input.

Mr. Fricchione mentioned that he believes there is a regulation that if a school building or property of the school is being sold, that the resident charter school gets first right of purchase.

Mr. Bayer stated that Kreiva, Windham, and Capital City started under the U.S. Department of Education's Charter School Program State Educational Agencies (CPS) Grant, which was approximately \$669,000. Each school received \$223,000 to open. It was difficult to open with one-third of the grant. The grant has grown in three years to \$1.5 million due to the cost of opening a school.

Mr. Fricchione mentioned that because of the deficit in funding, schools can get into lease or loan structures that are not advantageous to the school and pull funding away from other needs.

Tal Bayer shared that Kreiva secured a second grant from the Barr

Foundation which helped the school get started. Startups have a difficult time with funds starting in April. Kreiva has to delay payments to landlords and vendors in June and July, in order to keep employees paid, which is critical. Landlords and vendors have been accommodating when the situation is explained, but the deficit is being pushed down the road and it is difficult to catch up. The difficult period comes sooner each year. Kreiva tried to obtain a line of credit but this is difficult to do without a history. Sometimes a loan can be obtained.

Mr. Fricchione stated that at Windham academy, several of the trustees helped with lines of credit from their own homes, but not every charter school is able to do that. He suggested that perhaps the state could back a fund that charter schools can borrow from and pay back in September.

Mr. Bayer continued the presentation with a description of the struggle that goes on in his school through May, June, July, and August. They do catch back up as long as they continue to grow. COVID-19 has had an impact on recruiting in some schools. Kreiva projected hitting 155, but opened at 139 and are now at 148. They are in the process of renegotiating terms with the landlord but at the cost of space. Space impacts growth. Windham has been successful and so has Kreiva, though not without a struggle. Gate City had challenges. These struggles remove the school's focus on education in order to focus on funding. It also forces schools to operate with a barebones staff who can be forced to fill more than one role. This in turn causes struggles with retention. All of these issues impact

academic performance, sustainability, and viability in the long term.

Mr. Fricchione summarized that because of all the issues that Tal Bayer mentioned, it takes the focus and revenue away from increasing staff, students, and resources. If there was a better structure, revenue, or distribution of funds in the beginning, funds would be saved in the long run and applied to the needs of the school.

Mr. Bayer discussed that the charter schools are still eligible for the CSP Grant, which would alleviate many of the issues they have had.

Jim Fricchione spoke about board composition, and believes that a diversity of skill sets is needed on all boards in education, but also in business, and should be required as part of the application process. He suggested it that some board members could mentor other charter schools.

Mr. Bayer shared some ideas about finances. Perhaps payments could be staged differently and released at different times, so that some funds could be used to retain or attract quality teachers and staff. Also, charter schools need access to financial capital to bridge the gaps they face in summer. Kreiva underreports their free and reduced lunches due to the fact that they don't actually provide the lunches and parents aren't required to notify them that their children are eligible.

Tal Bayer mentioned issues with the free and reduced lunch program, and said that title funding is based on the reported number which is lower than the actual number of students on the free and reduced lunch program.

Mr. Fricchione remarked that the Windham Academy pursued the district model but failed, and perhaps the model can be tweaked, so that more of the traditional schools would use that model. It's something he would like to discuss further at a later date. Mr. Bayer concluded the presentation with the hope that they had the audience was able to understand some of the challenges that startup charters deal with. Chairman Cline called for any questions.

A woman asked if Chairman Cline or one of the presenters would send everyone a copy of the presentation. Mr. Bayer replied that they would. Chairman Cline called for any further questions. Helen Honorow asked whether the Board would have a chance to discuss the presentation and perhaps take action. Chairman Cline replied affirmatively, and went on to thank Jim Fricchione and Tal Bayer for their informative presentation.

A woman asked whether the presenters had had any success in acquiring services for their special education students. Tal Bayer replied that every situation is different but that for Kreiva it did not work to have districts send resources, provide services, or bus the students. Kreiva provided the services themselves. Negotiations with sending districts are not always equitable. Whenever they add

teachers, they lose 15% of their salary, so it costs more money for more special education students. The amount varies among charter schools, depending on how they negotiate.

Jim Fricchione gave an example. Windham hired a special education director from a local district, who explained that the districts want to spend less and give less, which causes difficulty getting proper funding to benefit the students. At times it requires the help of attorneys and the DOE. This impacts the well-being of kids who need help.

Mr. Bayer replied that he showed the district their breakdown of students, where 90% came from that district but the district wanted to stick with the 85% number. It's difficult to assess which students from which district need the most services, but districts try to save money.

A female board member asked if Mr. Bayer had done research for any grants or had he written one in the three years that Kreiva has been open. Tal Bayer replied that he secured \$250,000 from the Barr Foundation. He also secured a \$500,000 grant from the Barr Foundation. So the school has received an additional \$250,000 per year for the last three years but the Barr grant will expire this year and the school will no longer receive those funds. They have also applied to local banks and community organizations, but have not been awarded those funds. It is a challenge to apply for grants, and requires having the time and

resources to do it. Tal Bayer ends up running the school and writing grants.

Mr. Fricchione said that every charter school should be aware of New Hampshire Health and Education Facilities Authority (HEFA) loan program. They give low or no-interest short-term cash flow loans. The Windham Academy has used them. A female board member asked why they did not put any money away in a rainy day fund when they started up. Tal Bayer replied that the school opened with less than they needed but they still needed to staff and reach enrollment numbers. Also the board members were not aware of the timing of the payments the school would receive. There was no capacity to put away money.

The board member replied that they would have to cut back on staff and the director would have to work seven days a week. Tal Bayer replied that it is difficult to cut back on staff even more than has already been done. Mr. Fricchione mentioned that there is deficit spending from the beginning and that it takes years to get out of it.

Tal Bayer was concerned about the cost to educational success and the number of charter schools that might not make it due to funding restrictions. He felt that COVID-19 would cause an impact to charter schools statewide, depending on what happens during the winter. Many families have not returned and decided to homeschool.

**AGENDA ITEM III. NH ALLIANCE FOR PUBLIC CHARTER SCHOOLS**  
**PRESENTATION**

The President of the New Hampshire Alliance for Public Charter Schools, Matt Southerton, introduced himself. He has worked with New Hampshire charter schools since late 2004, as the community of public schools has grown from about 200-plus students to approximately 3,400 in the brick-and-mortar schools. He stated that the New Hampshire charter school community is not a traditional charter school community, and that each charter school is very independent, consistent with the New Hampshire way of doing things.

Matt Southerton gave a brief history of the New Hampshire charter schools, citing the number of improvements that the state legislature has made over the years, since the law was written in 1995. He discussed the pilot program, which consisted of a 10-year period where the State Board of Education could authorize up to 20 public charter schools. He said that subsequently, in 2011 the Board of Education that ability was made permanent via SD-82. He further stated that adequacy aid became an issue in 2006, and some charter schools closed, while money was directed through the local school district.

He recounted that the legislature took action, and after passing HD-75, state adequacy aid passed through the New Hampshire Department of Education. He continued on to say that in 2011, HD-505 made charter schools eligible for lease

aid, and that most charter schools in New Hampshire lease their facilities. He stated that in the latest state budget all charter schools were allowed up to \$30,000 toward lease expense, or invest that money into teachers and programs.

Matt Southerton said that when the charter school law was passed, charter schools could not incur long-term debt, so if they had funding for a mortgage, they were prohibited from purchasing a building. He feels that the Holy Grail is to finance facilities and maintain cost control during operation. Leasing space causes charter schools to spend a lot more money overall. He continued on to say that special education concerns charter schools and the district, and that SD-330 laid out a process for districts and charter schools to follow for special education. HD-55 included charter school students in extracurricular activities that were offered to public schools and home schools.

Matt Southerton said he was told the Board would be looking at administrative rules and potential changes to the law. He identified some issues, including that the law was originally written for a single authorizer. There were some logic errors that were fixed over the years in a hodge-podge manner. He included an example. He stated that there is confusing over the pre-opening timeline. He feels that the Board is probably looking for a way to have greater control over charter school applicants, in order to have more assurances of what will happen in the future.

Another issue that Mr. Southerton identified is a loss of historical memory. As people leave, will other issues crop up and people don't remember what has happened in the past? He believes a charter authorizer contract should be considered for newly authorized charter schools. Under current law, locally authorized charter schools are still required to have a contract with the authorizer, or the local district. In the past, state authorized charter schools were not required to have a contract. An authorizer contract, which is already in use in the U.S., would give mutual accountability. A pre-authorization checklist could be added for items required by law and any other items that the Board feels are beneficial.

Mr. Southerton believes there should be a framework that is mapped out in law to ensure complaints and due process are delivered efficiently. He gave some examples. He believes the law regarding the right of first refusal for unused public buildings should be changed so that charter schools can lease or purchase them. He mentioned that districts are concerned that charter schools might poach in-district students, so admission preference was in the original law, which applied to locally authorized charter schools. He believes that all charter schools are open enrollment. State charter schools have an easier approval process and receive more funding. Local charter schools receive more local support and teachers have more control. He believes the issue needs to be addressed soon and transportation to outside districts needs to be struck because charter schools cannot afford to bus students. Mr. Southerton also stated that selecting students based on aptitude is outdated and causes confusion, and recommends revision or

removal.

Mr. Southerton made a recommendation to bring in an outside authority, who could review current law for best practices, work with stakeholders, and make recommendations. They could also authorize contracts and provide training. A female board member requested that Mr. Southerton mail his presentation to all the board members, and he replied that he would do so.

Another female board member asked Mr. Southerton if he was not suggesting that school districts shouldn't have to provide transportation for their own students. Matt Southerton replied in the negative, and apologized for being unclear and stated that the line in the law should simply be struck.

The female questioner mentioned that they encourage charter schools to help people outside the district on their own, and wanted to know if Mr. Southerton was suggesting that that be done away with. Mr. Southerton replied that Lionel Tracy had suggested that, that it was recommended to every charter school and it is encouraged.

Chairman Cline thanked Mr. Southerton for his presentation and invited him to comment further on the rules. Mr. Southerton replied that he believes that all the policies should be passed prior to a charter school opening and would give the Board a mechanism of control. Chairman Cline remarked that it's a gray area

because it's not spelled out in the rules that a checklist needs to be completed.

A female board member mentioned that a school often can't obtain a lease until they have a charter. Chairman Cline said that the way to address this would be to grant a charter but not allow the doors to open till the checklist is completed. There is generally a period of time where that could be completed because schools don't open their doors immediately.

Chairman Cline stated that Ms. Lane had asked a question of Matt Southerland in chat, as she was having difficulty with audio. The question was, "Is there ever any legal dispute over absolute admission preference?" Mr. Southerland replied that he is not aware of that, and that it might come into play if the enrollment was full and a student wanted the spot, but he doesn't think he has run into that problem, nor would he want to run into it. He wants charter schools to be high performing and believes that state authorized charter schools should be open enrollment because they received funds from the state.

Board members thanked Mr. Southerland. The Chairman called for a short break.

**AGENDA ITEM IV. DEPARTMENT STAFF CHARTER SCHOOL APPLICATION  
PROCESS PRESENTATION**

October 27, 2020

Nate remarked that Angela mailed four PDF documents to the Board members. He shared slides pertaining to charter school history. Nate remarked that Jane has more historical knowledge because she is the charter school representative for the Department.

Jane stated that there are 31 state-approved charter schools, 29 of which are open and running presently. Capital City and Hartwood have yet to open and both received a one-year extension from the Board. She showed a map of charter schools in the state, divided up into regions.

Jane remarked that the pilot program allowed the State Board of Education to authorize up to 20 charter schools over a 10-year period. New Hampshire received a \$7.1 million federal grant to evaluate the formation of charter schools, and 14 were authorized between 2003 and 2007, two of which subsequently closed. The state board or legislature enacted a moratorium on charter school start-ups, which is being looked into by Michelle Gauthier.

Jane went on to say that in 2010 New Hampshire received a \$10.8 million federal grant to establish high-quality public charter schools, which was used to open 19 schools opened, while 3 schools closed. Following that, 3 schools were approved, and 2 were opened.

Nate began with the first category of four, "Starting a Charter School."

There has been internal discussion to identify challenges related to the implementation of the charter school program by the Department, not including issues and challenges related to special education. Nate displayed a 12-page document, showing all the statutes related to starting a charter school. The administrative, or the ED-318 rules are reflective of the initial rules proposal brought to the board in August. Words in bold are additional content added by the Department.

Nate continued on to say that one issue that needs to be addressed is the vagueness within specific charters. Under RSA 194.b3, under the list of information that must be included within a charter, letter G is academic and other learnings and objectives. If a charter school has not met their goals and objectives from their charter and their accountability plan, they are not eligible to be renewed for a new term. Many of the objectives are fluffy and very difficult to measure. It's important to be able to measure the specific goals and objectives of charter schools, as it relates to their mission and vision, because charter schools are set up for different reasons and not all of their missions are the same. The objectives need to be measurable so it can be determined during their renewal period, whether the charter school has met their goal.

Nate said that Jane has gone through existing charters to find the sections that relate to their mission and vision. He used the example of ASD, which is a STEM focused program, and has measurable goals in their charter, unlike some

other schools that have very vague goals. Charter schools are meant to be innovative and meet a specific need for students. They need to be able to show progress towards meeting their mission, and the missions need to be stated in concrete language.

Ms. Cassady remarked that she remembers a woman from the Department of Education, who sat down at a board meeting with questions about measuring the mission, goals, and successes of the school. She did this the first year and then every three years after, and also during the renewal process.

Nate explained that they continue to do that, as part of the renewal process. It is left up to each charter school during their annual report. But during each process, the schools are not pulling goals and objectives from their charter, but rather what they came up with that year for the school. Yearly goals and objectives change, but the original goals from the charter remain the same.

Ms. Chagnon commented that schools that deal with at-risk children can't bring the students up to academic standards levels on the state testing. She wondered what measures schools can do that make goals more realistic.

Nate replied that each individual charter school currently is able to decide what metrics should be within their charter. They must create an accountability plan which should be used as part of reviewing the annual report and renewal

process to determine whether the school is meeting their mission and vision.

Mr. Nazzaro wanted to reinforce that he believes the idea of having goals is fantastic. He thinks providing some oversight to charter schools help them transition into achievable and measurable goals would be a huge step forward in order to hold them accountable for their charter.

Nate mentioned that Jane has worked with schools, and asked them how they're doing at meeting their mission, but the schools aren't sure how to measure that. Sometimes they need help with identifying measurable goals and then tracking progress.

A female shared that there was a school in the southern part of the state that admitted their math scores were not very good and they have trouble with the math program, but that did not tie to any goal. She believes that no matter what a charter school is trying to address, there should still be measurable goals, and wanted to know if this issue would be further addressed in the accountability piece.

This was affirmed by Nate, but he said there are two pieces to that. Every charter school must participate in the state assessment system and academic performance on state assessments is a big part of the accountability system. However, charter schools were set up to address specific needs, so it's also important to see whether they are following the mission they were created for. If

a school doesn't have measureable goals, it's only possible to look at the academic information, so other pieces could be missing. The female speaker believed that it is important for charter schools to look at each individual student, to determine whether they are each making progress.

Nate continued the discussion by saying that a problem could arise if there are more public school authorized charter schools, since the original statutes were written with the intent that charter schools were going to be authorized by local school districts. And the state board authorization process came in as a secondary piece to the statutes, which came about because there were no public school districts authorizing charter schools, so a second avenue was needed to get charter schools authorized in the state.

Nate discussed the relationship between the charter schools and local school boards. It's difficult to apply the same standards to charter schools that are authorized by the state board. He believes it might be a good idea to sit down with the full RSA-194b to look at the statutes referring to the relationship between a charter school and a public school district, and make sure that the statutes don't only apply to certain charter schools. The process for a local public school district to start a charter school is more extensive than that for a state board authorized charter school, which definitely deters people from wanting to create a charter school that will be authorized by the local public school district.

Nate said that they have had many conversations with superintendents about the charter school grant, and whether the funds would be able to support superintendents or local school districts who might want to start a charter school. He believes that in the present environment some districts might look at running some instructional models through a charter school like process. However, one of the largest barriers within the statute to doing that is the extensive process and the timeline. So if the Department or Board wanted to change and streamline the process, it would have to be done through changes to legislation. It takes over a year, from start to finish, once the approval process has begun. The state board process tends to be faster and easier.

Nate was not advocating for either process, but was simply pointing out the differences between them. A female board member asked Nate to clarify that the only way to streamline the process is a legislative action. Nate replied yes, and scrolled down to 3b of the application process, which describes specific dates within the statute, which must be changed by the legislature because they are in the law. He read section B, which says, for the local process, "Proposed applications and contracts to establish a charter public school shall be presented by July 1 of the year preceding intended operation." July 1st is when they must have their application in to the school board of the local district.

Nate said that in section C, it says, "By September 15th of the given year, the school board will complete its review of the proposed application." The school

board can suggest amendments and additions. The third date is December 31st, which is the deadline for the state board to review the application. The contract is then developed between the board of trustees for the charter school applicant and the local school board. It becomes part of a warrant article that then goes to the town meeting in March. The specific language of the warrant article is also in the statute. In E, the state board has the responsibility to submit two copies of the approved contract to the clerk of the school district, and then the specific language goes onto a warrant article, and then the town votes on it.

Nate continued on to say that any local applicant is bound by the specific dates, which are in there because of the later requirement that the charter school contract be a warrant article at the town meeting, which is generally in March. If the warrant article is approved, the charter is approved, and the school is able to start operations the fall of the following school year.

Nate discussed that the state board process is much simpler and doesn't have the same date requirements or multiple governing bodies overseeing the process. Ms. Griffin wondered why there are two different processes. Nate said part of the reason is funding. A local board authorized charter school receives funding through the local district, and the state authorized schools receive their funding through state adequacy payments from the state. A charter school that applies to a local school board needs to have a separate contract negotiated with that board. The contract requirement doesn't exist with the state board.

Ms. Griffin cited some issues with charter schools and renewals, asking for a breakdown of locally authorized and state authorized schools. Nate believes there is only one locally authorized charter school. All the other charter schools are state board authorized. Several people agreed. Ms. Griffin asked if the Pace Charter School is under state board jurisdiction. A woman stated that she believes they did a presentation Sunday. Several people agreed. Ms. Griffin wondered whether a locally authorized school needs renewals from the state board.

Nate replied that that is unclear and that the statute needs more clarity between the two types of charter schools. Should the process be universal or should they be accountable only to their local school district? The statute on renewal is very short, stating that a charter school can renew its charter in the same manner in which it was formed.

Ms. Griffin discussed that it must be easier to do with the state because Next in Derry is for Derry students and they operate in the middle school in Derry, but they chose to go the state route. Mr. Nazzaro said that Pace was initially state approved, and the following year they were locally approved. And they came to the state for renewal. A woman stated that they have both. A woman asked for an explanation of the funding difference between the state board and the locally authorized.

Kaitlin explained the funding difference as being who is fiscally responsible for paying for the charter. If a student comes from a different district, the state provides funding for that student, in accordance with RSA-194b, which in the current year is \$7,188 per student. If Pace were enrolling a Pembroke child, Pembroke is responsible for paying 80% of the average cost per pupil. Pembroke also is allowed to include that student in their enrollment numbers, and would receive \$3,709 per student.

A man replied to Sally's question, stating that when the original charter school law was passed, only local districts were allowed to authorize charters. The legislature subsequently passed another law to allow the State Board of Ed to authorize them. There may have been reluctance from local boards because they have to fund the charter schools, but the local district is not responsible to fund a state created charter school. The fiscal committee won't approve the startup grant money, so charter schools can apply but don't receive federal charter school startup money until the money is released.

Nate pointed out that there are places that a school can deviate away from the public school process. The local school board can deny the charter applicant, but the state board can review and approve it. At that point it becomes a state board process. Chairman Cline stated that any school board can vote to convert a school to a charter school, although it hasn't happened because the teachers in the school also have to vote in favor of it.

A woman remarked that if a local school board denies an application, there will be a difficult relationship with the charter school later on if it's approved by the state. Chairman Cline replied that maybe the local district doesn't have the budget to fund the charter school. Adversarial relationships have improved a lot in the last decade. Sometimes administrators are happy to have a charter school in the area.

A woman wanted to point out that Pembroke received a large grant to start Pace. A number of districts have asked if there is funding to start a charter school, which I've been told there isn't. Kaitlin believes a lot of people are confused as to what resources are available from the state. The state only provides adequacy and there are no other resources at the DOE.

Chairman Cline said that if a charter school applied for a different grant or found a wealthy backer could start up without federal startup funds, but that is rare and the startup money is what all of them rely on to get going in New Hampshire.

Ms. Chagnon stated that having been on a local board, she has experienced the whole process. She remembers that when charters were first brought up, they were looked at as extreme competition, and that they were saying that public schools were not adequate. Much of this was due to a fear of the unknown. Currently people hopefully look at them as wonderful supplements and alternatives. Now charters have proven their value and she believes the idea is

evolving. She talked to many people last year when the federal was turned down about how wonderful it would be if they could do more like Pace, and do more for the kids that are not doing well in the public schools, and how good it would be for the schools to have seed schools with labs. People who were opposed to charters were willing to listen. She hopes they keep evolving like that.

A woman remarked that she doesn't understand why the money was shut down and she believes there is a big gap. The Chairman mentioned that he doesn't want to be distracted by other issues, but thinks it's a shame and believes it can complement what is offered in the district. Grant money could be used to start district schools.

A woman commented that Bedford turned down an application, and she believes it was because of the fear of what funding looks like. Federal money has been turned down three times that would have had a positive impact on public school districts.

Nate said that because the statute has two different approval processes, it causes confusion. A separate statute requires a charter school representative to attend local school board meetings to present on the budget and progress, and applies to all charter schools. Nate believes legislation should be examined and cleaned up.

A woman remarked that there is already a template for that from charter schools that have been successful.

Chairman Cline asked if there were any more questions, and then there was a lunch break.

**AGENDA ITEM V. DEPARTMENT STAFF CHARTER SCHOOL REPORTING (ACCOUNTABILITY) PRESENTATION**

Nate began the presentation by describing four things that charter schools are required to do under statute. The first one is the annual report, which is submitted to the state board. The state board received the annual reports from all the charter schools this past month. The new template and outline were used for the first time this year, and in the future the board would like to convert the template into a digital format so that information can be accepted through electronic systems. Also the Department would be able to pull information to add in.

Every charter school must have their first year program audited by the Department, and every three years afterwards they must receive a program audit. The board is not currently doing three-year program audits.

Charter schools are also required to submit financial reports as part of their annual report. The statute, in 194 B-10, says, "Each chartered public school shall

provide one copy of its annual report to the state board. This report shall also be available to any person who expressly requests it.” Nate believes it makes sense for state-authorized charter schools to submit to the state board. The substance of the report is stated in the rules, not in the statute.

Another statute addresses the financial reporting, “A chartered public school shall provide, at its own expense, an annual financial audit and report to the state board and the school board, complying with any current format and content requirements imposed upon a public school. The report shall include the number of pupils served by the school, and their respective tuition rates, and a discussion of progress made towards the achievement of the school’s academic and other goals, set forth in its charter.”

There is a discussion required in the report of progress made towards the achievement of the school’s academic and other goals. Nate believes it makes more sense to include that information as part of an accountability report or annual report. He thinks it progress toward goals are best separated from financial audits. Nate said that the annual report from the schools already discusses the progress the school is making. The Department believes the language could be cleaned up, so that academic progress is kept separate from a financial audit report.

Number three is about program audits. A chartered public school is subject to a first-year program audit, and then once every three years thereafter. The

program audit is not mentioned in the rules. Nate believes this needs to be defined, as to what is the process by which the department should go about doing a first-year program audit and a three-year program audit? It is required, but the rules don't spell out what it is, how to do it, timelines or deadlines, or what we're looking at, specifically.

Nate complimented Jane on creating a process for the first-year program audit, which was an internally created process. He thinks it should be expanded upon in the rules, so the Department can fall back on it, if a charter school asks why the information is requested.

A woman asked Nate if it is mentioned in the renewal process. Nate said he believes it is never mentioned again. The woman asked if it is required during the renewal process. Nate answered that no, the report appears to him like an audit of whether the charter school is following their charter and the law. The annual report and accountability report are more about the progress the charter school is making toward its mission. Nate does not want the statute to be vague, and believes that administrative rules can provide the clarity that is needed.

The woman asked whether a contract would only exist if approved by the local district. Nate replied in the affirmative. Nate described a couple more reporting requirements, that annual and periodic reports be provided to the parent or guardian of each pupil. Charter schools are asked to make this information on

their websites. Also, a representative of the chartered public school shall attend and be prepared to report at and answer questions during relevant portions of the annual school district budget process. Nate believes that this does not apply to state-authorized charter schools, since they are not usually involved in the local school budget process.

A woman remarked when the local district approves their special education funding, it would apply. Nate thought that perhaps what a charter be involved in, regarding the local budget process ought to be clarified a little more. He continued on to describe 194-B3, the requirement for the accountability plan, which is part of the application process. They must have an outline of the proposed accountability plan, which clarifies expectations for evaluating the school's program, which must be ready to implement prior to opening day. Nate believes the rules could be expanded on to provide more definition and clarity as to what a good accountability plan should look like and where it should go.

A woman asked Nate whether anyone submits an accountability plan. Nate replied that the board doesn't have the statutory authority to require one. He believes a date should be set to submit a plan, so the Board could help the schools develop a robust plan. He also thinks a template would be useful, but there is no requirement that a school use the template. It might be helpful to list in the rules some items that should be in an accountability plan. He believes schools may not want to use a template if the board was to produce one.

Ms. Chagnon mentioned that former superintendents previously made a template. Ms. Honorow said that it was called a dashboard. The woman asked if it was still available. Kaitlin replied that the dashboard was never completed. Not all metrics were included in it and it was not a feasible tool. Another woman asked whether the school that had completed an accountability plan might be able to provide a template. Nate replied that there isn't a requirement for locally authorized charter schools to submit items.

A woman asked if the three-year audits and accountability plan are not being requested from schools. Nate replied that Jane has started implementing the first-year program audit. Prior to that, there was not enough staff to fulfill the requirements. The three-year audit hasn't been done due to lack of resources. Also, the three-year audit is not defined by the statute. The board does request an annual report and audit of financials. There needs to be clarity on the type of program audit that is required.

Chairman Cline commented that a template for the program audit and accountability report would be good developments. He wants to consult with Chris on the way the statute is worded for a legal opinion on whether the Board can create the template. He would like to work on an outline for a template in the meantime.

Nate said he would appreciate more clarity in the law as to what type of accountability is required. Chairman Cline doesn't think the accountability plan is useful only if it can be followed up on. Ms. Cassady mentioned that when she created an accountability plan and then created and audited it annually. She believes that should be done in every charter school. She believes that is good business management.

Chairman Cline thought that perhaps the accountability plan should be for the trustees within the charter school. Ms. Cassady believed it should be coming with their application or five-year review, and they should audit their operations manager. Chairman Cline thought that an attorney should be consulted. Ms. Cassady would like to have charter schools do a presentation to the state board to show their progress at two and a half years. Ms. Chagnon asked if this was already what was being requested, and whether further detail is needed.

Nate went on to 194-B16 on renewal, "By the end of its final contract year, the chartered public school shall meet or exceed the objective academic test results or standards and goals, as set forth in its application. If the school does not meet these results, or standards and goals, it shall not be eligible for renewal of its charter." The statute creates a process by which a charter school may not be eligible for renewal. The statute isn't clear on the process as to how anyone can know that the standards and goals have not been met. Nate explained that there should be some kind of reporting mechanism.

Nate displayed a slide, illustrating the four pieces of reporting that exist in statute, the annual report, the first-year and three-year program audit, financial reports, and accountability plan. He wondered which items should be used to determine charter school renewals, to be fair.

Chairman Cline mentioned that the schools fill out a renewal application and submit a packet. Jane adds test scores, and the budget is reviewed. The schools show that they've met the terms of their charter. Ms. Honorow wasn't sure that had even been done because when the dashboard existed, 194 B16-6 was ignored and there would be a recommendation from the people doing the review, even when there were academic goals. When a school was struggling, the board wasn't aware of it until the end. She believes the board should be more involved in reviews.

Chairman Cline believed there isn't enough clarity on accountability, and that there should be a mechanism that allows the board to hold charter schools accountable, and that there should be due process rights for any consequences. His point was that he doesn't understand what the legislative intent was, or what the consequences should be. The board needs to go back to the legislature and say, "This has to be clarified." He doesn't want to hold schools accountable and then have a determination that the board has no legal authority to do that.

Ms. Chagnon would like accountability to the state board because many organizations are very small. She believes accountability is needed beyond the board of trustees. She went on to ask if the Board was going to ask the legislature to change the statute.

Chairman Cline replied that the Board is flagging this process as something to send to the legislature for clarity. Ms. Chagnon commented that the changes should be not only for clarity but also to make it more relevant. Nate said that at the end when the schools realize they need to report out, they try to fit the results into a goal. The Chairman did not want to have a system where schools could write their reports after the fact. Schools need to be held to the terms of their charter.

A woman pointed out that schools should have a strong business manager. They should not be backtracking. Another woman wanted to ask whether the Joint Legislative Committee for Academic Rules (JLCAR) gives advisory opinions. Chairman Cline didn't think so. The woman wondered if the Board could find out whether they could do something within the statute as it is. Chairman Cline decided to ask an attorney. Ms. Chagnon thought that when Jane or anyone is working with a charter, they should not write in goals that are too difficult to achieve.

Nate said that sometimes new charter schools write goals that are too nebulous and cannot be measured. The bar needs to not be set too high but also

needs to be measurable. Chairman Cline has had experiences with charter schools that have set lofty goals and set them up for problems in five years. If schools focus more on academic growth, that's a more manageable and realistic goal that would not set up schools for as much failure.

A woman said that would be in alignment with public schools, which have to meet adequate yearly progress in five years' time, if they are accepting federal money. Chairman Cline replied that that was under No Child Left Behind, which is no longer in effect. Nate said the system in place is very similar but different language is used. The bottom 5% of schools are identified as CSI, TSI, and ATS schools, of which CSI are the lowest performing. That is separate from charter school accountability, but a charter school can still be identified as a CSI school under the state assessment requirements, and there are a number of charter schools that have been identified in the bottom 5%. The consequences are that CSI schools receive a grant that must be used to transform within the school, in an effort to raise test scores.

A woman asked whether the consequences if they are in the bottom 5% are the same whether they are a public or charter school. Nate replied affirmatively. The woman wanted to know whether those schools would be closed. Nate replied that no, they would not be closed. The woman wanted to know whether the Board could close a charter school that fails to meet its accountability.

Chairman Cline replied that yes, if they state in their charter that they would meet the goals and they don't meet the goals, they can be non-renewed or shut down. This differs from not meeting the state's determination of adequate yearly progress. He stated that Amanda had posted in chat that JLCAR does not give legal advice to agencies.

Nate went on to say that in the administrative rule spells out what needs to be in the annual report, which is one of the four items. The annual report that was sent to the Board members last month was based on the requirements that are spelled out in the rule itself. It was easy to create the template from the defined information. It is helpful to have the information spelled out in a rule so that something consistent can be built.

Chairman Cline mentioned the renewal applications, and how burdensome they are. They fill out the annual report, which consumes administrative time. They also must fill out the audit and the three-year progress report. An accountability system should align with the other items that are required, even if it means changing some requirements. It would be a good idea to tie the reports together to be sure they are all measuring things that would trigger red flags. It would give the board consistency in monitoring without placing undue burdens on the schools.

Nate mentioned that the renewal process consumes much of Jane's time.

He stated that accountability and renewal are related. The current rule states that the first renewal the application shall consist of the school's fourth-year annual report, with a cover letter. If the annual report is robust enough, then that is the renewal, because there will be four years of annual reports from the school with all of the pertinent information. Many of the other parts may be needed, but it may be able to be integrated into the annual report.

Chairman Cline thought that blending the application requirements with the annual report requirements is a good idea, to reduce the paperwork burden. Some administrators have mentioned they spent months doing the renewal reports, and that should not be the case. Ms. Lane asked Nate about the previous slide under accountability where it listed bullying and restraints. It was not included in the last report, and she wanted to know if there was a separate report on those items, and whether charter schools were included in that.

Nate replied that charter schools have to do the same reporting at the same time as the traditional public schools. If a school already submitted the information in another format, they don't need to resubmit it. Ms. Lane said that would be valuable information if they are struggling in other areas and also have many incidents. Nate agreed.

Nate stated that if the board wanted to make the report more robust, it should look at what additional elements the Board would want to see in the annual

report to evaluate how a charter school is doing. At the present time these items in the renewal process and also as part of the accountability plans.

Chairman Cline wanted to know if anyone else had any thoughts or ideas to contribute. Ms. Chagnon remembers that the dashboard was an attempt to have things being inputted constantly by the school, to make it easier for charter schools to update, so it would not be overwhelming at the end of the year.

A woman mentioned that on the annual report there should be a place to indicate quarterly how a school is doing with funding, for the sake of transparency. If they are struggling as much as the gentleman from Kreiva indicated, that is not serving kids. It would be better to know about it sooner than later.

Chairman Cline mentioned brainstorming and talking to staff, and perhaps some other charter school folks about how to keep an eye on funding and finances. Perhaps the Board or other experienced people could do a seminar or training. What has been done at Windham Academy financially is maybe unique in the state. They are well financed and they really know how to do that aspect of a school. The Chairman suggested that maybe they could help the staff, and get a couple of other charter school people together, and devise a coaching system, or a webinar, about how to think about fundraising. Here is how to approach it, so we have some sort of educational component at the beginning. The Board would have the ability to check in with them and hold them accountable. If there is a red

flag on finances, some intervention could be given, in a constructive, helpful way.

A woman asked if there is anyone in the Department that wears that kind of hat, maybe someone that serves another function. The Chairman believed that the experts could be brought from outside the department. The woman said that someone from the Department could learn from Windham in a mentorship capacity, and then be a resource within the Department.

Kaitlin explained that one of her many hats is overseeing the Office of School Finance. The one employee in that office does not have the capacity to do the things that are in the regular job description in addition to this type of work. She would love to be able to do that work. She believes a mentorship program would be phenomenal, and that one employee is not enough to do the work. Maybe the Board could ask the legislature for additional support at the Department of Education, through a contract or an additional employee.

Ms. Honorow mentioned that part of the requirements of reviewing a charter school is having taken what you have learned and gone out on the road? It is stated somewhere in the statute that that is an expectation of charter schools. She wondered if the Board could partner with Matt and his organization, to come up with 12 topics for the year and have one topic per month at the building or on Zoom to address fundraising and the spreading out of payments.

Kaitlin said that Jane does a monthly call for charter schools and goes over various topics that she believes charter schools can benefit from. Also there is a charter school conference in August with external speakers. This year some spoke on financial reporting.

Helen mentioned that some schools have people with skills that might help other schools, such as finance, and perhaps they could share that on a Zoom call. Kaitlin replied that many of the schools that need help have not attended calls. Mr. Nazzaro said that when the state is there, the schools don't feel they are able to speak as freely as when they are able to reach out to a peer.

Chairman Cline said he's thinking about a multiple level approach due to financial constraints. There are a vast number of resources out there from people who run charter schools. The Department could facilitate a list of things that new charter school applicants need to be educated on. He thinks having best practices toolkits available for new charter schools is a good idea, so there is less of a burden on the Department. Ms. Chagnon said she thought Matt Southerland may want to help.

A woman mentioned that associations provide support for the traditional districts. The associations cost money but provide a variety of support. She gave some examples of people who have benefitted from associations. The Chairman thinks that Matt's organization covers several important areas in one group. A lot

of help is available, but toolkits would help people right away.

Nate had a list of many things they would like to do for the charter schools, including items in the current discussion, but there is a capacity and resource problem right now. Oftentimes there is a fee attached to working with outside groups, so having a grant would add to capacity to be able to do that type of work. Nate thinks that if a charter school is years behind in giving financial reporting, there should be a mechanism that can be used to strongly encourage charter schools to turn them in. Charter schools oftentimes struggle with financial management. It is difficult to provide oversight without being able to view their financial documents.

Chairman Cline asked if Nate believes the Board needs to go to the legislature regarding that area or whether they can use a rule for it. Nate thinks there are multiple ways to address it but that the issue needs to be pointed out. Many charter schools are multiple years behind in reporting but there is no mechanism to compel them to turn the documents in on time. Ms. Chagnon asked what would happen to a public school that did not turn in the documents, and that there should be equality between regular public and charter schools and consequences for either not turning in documents. The Chairman mentioned that consequences are more serious if federal money is involved.

A woman asked the Chairman if schools were fined. Chairman Cline replied

that he cannot recall. Nate mentioned that for public schools there is social pressure to report because without the information, the local tax rates cannot be set. Nate said that some charter schools are two years behind. He will get together with Jane and they will provide a report to the Board on everything that is outstanding for charter schools. Chairman Cline said if there are no financial reports, the Board cannot see if the school is healthy. Nate replied that public funding requires transparency.

**AGENDA ITEM VI. DEPARTMENT STAFF CHARTER SCHOOL RENEWAL**  
**PROCESS PRESENTATION**

Nate began the presentation by saying that he and Jane have been working to simplify the renewal process because it has been a large burden on charter schools and it is a lengthy process. Most of this burden comes from administrative rule and not statute. The statute is one single paragraph, 194 B-3 which says a school's charter may be renewed in the same manner that a new public charter school is formed, except that the renewal term shall be for a period of five years. There is no discussion of the process. The renewal process is lengthy and extensive as described in the rules.

There is a full application with a lot of questions on it. The Board staff does a site visit, and interviews teachers, board members, students, parents, and community members. The charter school invites public comment for anyone that

lives within the catchment area. Because it is within administrative rules, if the staff would like to change the process, it is easier to do. It would be nice to shrink the process.

The next item in Nate's presentation was renewal, simplifying the process while keeping schools accountable and doing it on an ongoing basis, as part of a process that will build up to renewal, rather than something that needs to be done all at once.

A woman commented that, yes, it is a very long process. Nate said that any information the Board wished to collect from charter schools became part of the renewal process. Chairman Cline believes the process should be rolled back so that administrators don't need to spend months working on the renewal application. Ms. Honorow wondered if they could have some longitudinal examination, since most charters change over the years, to see what the school looks like over the five-year period. Chairman Cline agreed with that idea.

Nate ended his presentation by recommending that a work study be done to create a better process. Chairman Cline asked if anyone wanted to add anything about renewal.

**AGENDA ITEM VII. DEPARTMENT STAFF CHARTER SCHOOL REVOCATION PRESENTATION**

Nate began this presentation, remarking that revocation is a hot topic, in terms of process and procedure. With charter revocation, unlike renewal, there is much in the statute and not as much in the rules, and it is lacking in the process and procedure pieces. The State Board can receive written requests from parents to revoke a charter school. A charter can be revoked for multiple reasons. The state board retains the authority to immediately revoke a charter, where students might be harmed. Nate believes some specific definitions are needed from legal counsel as to what conditions in a charter school rise to the level of meeting these cases, so that the State Board would start the process of identifying a school that may be in danger, and beginning the remedial plan, and moving towards revocation.

Nate displayed highlighted reasons for revocation within the statute. A charter can be revoked if the school commits a material violation of any conditions, standards, or procedures set forth in its charter application and contract; the school fails to meet generally accepted standards for fiscal management; the school significantly violates the law; or the school makes a material misrepresentation in its application or contract application. Nothing contained in that section shall prevent the State Board from immediately revoking a school's charter in circumstances posing extraordinary risk of harm to pupils.

Nate believes that further definition may be needed as to terminology. For

example, he asked, what would come under the category of extraordinary risk of harm to pupils? How can the example of the school failing to meet generally accepted standards for fiscal management be identified? What is the process and procedure for examining a charter school? The rules need to be expanded on because the rules simply refer back to the statute and there is not much of a process described.

Ms. Honorow mentioned that one of the problems is when the Board has decided that a charter school may be on their way but a remediation plan will be done first, and she wanted to know what that plan should entail. Nate replied that there is nothing in the statute or rules that spells that out. In the particular RSA, the State Board may place a chartered public school on probationary status for up to one year, specific to implementing a remedial plan which can then lead to the revocation of a charter. It is not separate from the revocation process. The state board wants to be able to place schools on probation but not directly tie it to loss of the charter, but right now it's only tied to the revocation of a charter.

Chairman Cline commented on the generally accepted standards for fiscal management portion. He said that generally accepted accounting principles are not mentioned. Generally accepted standards for fiscal management is pretty vague, but "generally accepted," is something to anchor it onto, such as practices with money that you would not generally accept as a good standard for a nonprofit. The Chairman feels that if the rule is too specific, it allows areas where someone

does not meet the specific item but might do something damaging.

Ms. Honorow mentioned one school that the Board came up with a remediation plan for, had violations relating to complaints from parents that things were being done in secret, and that the organizational structure of the school had changed but wasn't clear. She asked if everything falls under 2-A. Nate replied that C states, "If the school significantly violates the law." Ms. Honorow was more concerned about where there are a number of complaints arising, relating to the organizational structure, as set forth in their application and she wondered how that is defined in the statute. Finances and breaking the law are easy to define, as well as insolvency. Should there be more instances where the Board can implement a remediation plan?

Chairman Cline replied that it is a gray area where the law doesn't cover every possibility. However, in A, "If the school commits a material violation of any of the standards in its charter application and contract." The charter should be treated as a legally binding, signed contract. He believes that needs to be addressed so that contracts are being signed either in addition to or as part of the charter. The legislature anticipated that the accountability measures would be incorporated into the charter, and perhaps the Board has not been doing that.

The Chairman believes that part of the charter template should be some legal provisions that say you will abide by best practices for financing. You will do

X, Y and Z for management. Changes to structure or management will follow these processes. Some of these triggers can be incorporated into every charter, without writing a whole separate list of rules, and that can serve as accountability metrics. That method may not be the best way but it would cover everybody. If they don't live up to the terms of the charter, the Board can revoke it.

Ms. Chagnon wanted to be sure that the Board doesn't make a problem in one school control what happens in another school. Sometimes schools plan to do things that end up being impractical, and she is concerned that schools might be locked into their original plans. Chairman Cline agreed that they should not be locked in but it would be beneficial to have a list of best practices that are broadly written. He thought that perhaps certain provisions should be put into every charter that would be accountability triggers. Ms. Chagnon replied that it is difficult to make broad statements for every charter school.

Nate suggested that perhaps the financial reporting piece could be made a bit tougher. If a school has not done an audited financial report in two or three years, it could be argued that is not meeting generally accepted standards for fiscal management. Chairman Cline replied that is also violating the law. Nate replied that maybe specific definitions are not needed but processes or checks on schools might be. The Chairman liked the idea of rolling the accountability measures into the annual reports. Any red flags will be visible if the reporting is honest and will be looked into. He asked if anyone else had other thoughts on writing rules.

A woman suggested a solution that every day the financials are late, the schools should be fined \$1,000. She mentioned that on the application there are due dates, mention of things being signed, and she wondered if anything can be put into the application. Chairman Cline, in responding to Ms. Honorow's point mentioned that there are problems dealing with gray areas that aren't spelled out in a rule. He felt that part of the problem is that the Board's oversight was not spelled out, but some of the things that parents flagged as problems weren't part of the provisions. He believes that a process needs to be spelled out but also related to certain triggers. There may be areas where practices and rules are needed, in order to trigger additional oversight. A woman remarked that the rules need to be tightened up.

A woman asked who controls the finances, the Department or the legislature? Nate replied that it is spelled out in the statute. The woman wanted to know if there was any way to attach funding to compliance. Kaitlin mentioned that it would have to actually be part of the law. There are certain instances where funding must be held back if a school is in violation. She gave an example regarding DOE-25s. She made an attempt last year to get legislation introduced to include charter schools in data recording and DOE-25s, but it did not get any further, due to COVID-19.

A woman asked what the process is to move forward legislation. Kaitlin

replied that if the State Board wanted to, they would need to have a legislator put in a request for that. Chairman Cline believes there is a December deadline for filling LSRs. He would like to bring to the November meeting a draft of some possible legislative changes for discussion, so the Board can make a recommendation to the legislature for laws they would like to see changed. Ms. Chagnon mentioned that she would like to make any suggestion they make a bipartisan issue. She also asked a question about number 5, where it says the Board can immediately revoke a charter in circumstances imposing extraordinary harm. She wanted to know whether this only refers to physical harm. If no education is going on, isn't this harming children? Chairman Cline thought that it is vague on purpose.

Ms. Chagnon stated that some schools could fit into that because they are being harmed when nothing is happening for the students. Chairman Cline believes it could refer to many different types of harm. Ms. Chagnon mentioned cases where the Board knows a school is not functioning properly and they could look at the harm description a little more broadly. Chairman Cline reminded everyone that the words used were "extraordinary harm," so it would need to be something extreme, and that lawyers would need to determine the meaning.

Nate noted that at the top it says, "Written petition to the State Board to revoke a school's charter may be requested by the parent of any pupil." It might be beneficial to a parent or school district to spell out how to send in a written

petition, if they desire to do so and that they need to identify one of the conditions spelled out in the statute. The Chairman replied that assuring they understand the criteria is important.

Ms. Honorow asked if the Board would prioritize the things that need to be done soonest, if they are unable to complete everything by the November meeting. Chairman Cline thought that should be done in open discussion later in the meeting. Ms. Chagnon asked whether the special education piece is part of the process or is a separate thing. The Chairman thought that would best be done in another discussion, and that it came in so recently that there wasn't time to incorporate it into the agenda.

Ms. Honorow asked if that could be a topic for one of the upcoming meetings. She had not yet read the report but thinks it needs to be addressed. Chairman Cline mentioned that the agenda had been set up today for the Board to learn and discuss because there are so many rules to go over. He thought that another retreat set for next month would be necessary to be able to delve into all the issues. A woman replied that more than two retreats would be needed and the Chairman thought they might.

Chairman Cline didn't believe a lot of rule drafting would be done in the current meeting. It would be appropriate for another retreat, and other issues could be taken up as well. Ms. Chagnon remarked that funding is difficult, so these types

of issues tend to have contentious debate. Chairman Cline did not want to rush through things. Ms. Honorow mentioned a presenter saying that a student was identified in the district school, and when the child arrived at the charter school, they were no longer identified. She found that greatly concerning, and thought it was potentially illegal. She wanted to get the ball rolling and possibly have a presenter and then spot issues and decide what to have for a retreat.

Nate remarked that any real changes would probably have to be legislative because the special education relationship between charter schools and districts is spelled out in the statute, not the rules. It's a very common issue that comes up often, and common practice doesn't always agree with the statute. A woman thought it might be a great opportunity to develop a report to present to the legislature so they can see the hurdles in charter schools and that funding is critical.

There was a break.

### **AGENDA ITEM VIII. BOARD DISCUSSION**

Chairman Cline started an open-board discussion. He reminded everyone what had been discussed so far, and thought the Board should discuss each one, starting with the application process. Ms. Honorow asked if financing could be included in the discussion. The Chairman stated that other issues were woven

through the categories that had been discussed, including finance. A woman mentioned that Kaitlin was working on a form that goes with applications and renewals. Ms. Chagnon said that she didn't think the Board should worry about the applications, unless a huge amount of charters were going to go before local school boards. She thought perhaps the Board should move on to the state board application.

Chairman Cline thought the Board would need another retreat to write the rules out because there are problems in the law complicating things, such as requiring that a state-chartered school report to its local district annually, which was an oversight left in from the original law. Because of this, he believed the Board needed to look at all the rules. He would like to have staff take a look at that. He mentioned that in finance, under applications, there are things the Board can address.

A woman didn't believe that discussion had to do with the application, but that they were discussing the summer scramble. She asked Nate if the way they get payments is statutory. Nate replied yes, that it is statutory and that that has not been looked at yet, during the meeting. Ms. Honorow said they called it a summer float fund. The woman wondered how they would get credit. The Chairman explained that the schedule that was brought up is part of the state budget and there is a calendar for doing it.

Ms. Honorow was hoping it was something easy, but it doesn't seem to be. The Chairman explained that the state fiscal year ends and the new year begins in the summer. Payments are structured with the state fiscal year. It really can't be addressed without more information. Ms. Honorow replied that that is where charter schools have different issues than a public school, which does not need to pay rent over the summer. Chairman Cline thought that perhaps the Board should say that it's a serious problem and the Board would recommend a different schedule for payments for charter schools, but he believes they need more info first.

Kaitlin mentioned that the payment schedule is set up the way it is because of the cash flow for the State of New Hampshire. The state disperses a lot more money for district schools than charters, but both payments are issued throughout the year. Another reason the payments are dispersed throughout the year is due to changes in enrollment, which is less of a factor since charters have become more established, but fluctuated greatly five years ago. They distribute cash to the schools several times a year so that the schools have a consistent cash flow with the ability to adjust for changes in population.

Kaitlin went on to say that the differentiated aid payment is calculated once a year and there is no ability to change the time or recalculate it. Ms. Honorow thought the payment schedule should be on the pre-opening checklist. Kaitlin said that the law is confusing and ambiguous, but the payment schedule is clear. Ms.

Honorow didn't think that asking people to read would get much further than highlighting it in the preopening checklist. Kaitlin said the payment schedule is on the form they sign each time. The Chairman thought it wasn't that they didn't know the payment schedule, but that they didn't anticipate being so short of money at the end of the year and they have to pay staff throughout the year.

Kaitlin mentioned that because there is no charter school startup grant or funding for charter schools to start up, they are starting on a deficit. Someone mentioned that board chairs are using their own funds to finance the startup costs because the students need equipment, but the Board can't pay them any extra. Charter schools need startup money to deal with that, and then sustainability is not as much of an issue.

Chairman Cline stated that there is not much the Board can do about the state funding but they can make sure that schools are as prepared as they can be to manage finances well. He thought perhaps the rules could have a section stating that the school's board must have someone with finance experience, someone with business management experience, and someone with fundraising experience. That is currently not a requirement but the Chairman believes the Board should seriously think about that. Jim recommended making that a requirement because otherwise they are more likely to fail.

He discussed that the funding is not up to the Board but writing rules that

will make the charter schools as financially capable as possible would be good to focus on, and would better prepare the schools to raise their own money. Ms. Honorow mentioned a class at Plymouth State College on school financing. Lisa recommended that anyone in a charter or starting a new school take that class.

Chairman Cline said he had emailed Lisa yesterday about her presentation, and what it meant for an administrator to have a certification. Ms. Honorow said there are certificates in business management and Lisa thought there should be a certified person. Ms. Honorow believed that the founding board might have some of those people, but lose them when they get their operational board, so it would make sense to give them helpful ideas on a recipe for success.

Ms. Chagnon wondered whether “shall have” or “should have” was a better way to word it. Chairman Cline said that he is inclined to make it “shall” for the Board. A few years back there was a school who had no business experience on their board and the Board had no ability to require that of them. They did put one business person on the board but that was not enough. He does not want to give a charter to a nonprofit that doesn’t have someone with management, business, and finance experience. He believes that will set them up for failure. He believes that they should be required to have a person with business management experience, fundraising experience, and someone with financial management experience. Those are separate talents. The Chairman didn’t think requiring three positions to be management focused is excessive.

Ms. Honorow mentioned that currently eight members are required on charter school boards. Chairman Cline thought that it was six, seven, or eight. A woman mentioned that retired superintendents make great board members. Mr. Nazzaro mentioned that there should be another retreat for robust conversations and wondered how the next meeting should be set up for that. He suggested taking the information from today and make a list of known challenges and ways that those gaps are covered. The Chairman replied that he had thought of the same format. He will have the staff work on separating it into sections, law and rules. He also wanted to have the special education component in the next retreat. He mentioned a National Alliance for Charter Schools that tracks all the state charter school laws, the changes every year, which laws are strong or weak. Chairman Cline would like to have them give a presentation on where New Hampshire's laws are in relation to other states with strong laws.

Mr. Nazzaro said he would like to look at both the RSAs and administrative rules because he finds it confusing. Chairman Cline said that there will be issues where the law is vague, so clarity is needed. There will be problems where they missed things like putting reporting requirements in the state approved charter. That needs to be cleaned up. There will be other areas that are a weakness, where it's gray or causing problems, and based on experience the Board will recommend changing from X to Y. The Chairman thought that Matt's initial bite and Nate looking at it, the Board can come up with some problem laws to take up at the next

retreat. The whole Board can try to decide how they want to change those or make a recommendation to the legislature.

The Chairman didn't believe it could all be done at one meeting, but the issues could be prioritized. He loved Ms. Chagnon's suggestion of having members of two different parties to sponsor the bill. Ms. Honorow thought it was a good idea also. Chairman Cline thought that would be a big task but it could be worked on at the next meeting, along with beginning rule drafts. The law discussion needs to be very specific. The rules can be sketched out.

Ms. Chagnon said that one of the problems with turning down the grant was that so many of the Democrats felt that there were no regulations on charters. She believed that if the Board shows that they truly want to have a good system, it will go a distance to help people understand the importance of this and that the Board is not ignoring public schools. Chairman Cline replied that he ran into a legislator who had no idea about the number of accountability measures in place for charter schools. He thought there was nothing. There is a deficit of understanding of what is already required of charter schools. Ms. Chagnon mentioned there will be a board meeting with Democrats to explain to them about charter schools, and she hopes it will help.

Ms. Honorow said that she thinks there are some issues with the fiscal committee looking at what happened with the funds when they disappeared, but

that doesn't necessarily relate to accountability. She brought up the preopening checklist and mentioned issues about a lot of the components. She wondered if the Board needs additional authority to create a checklist. She wanted to discuss what can be done about issues with charters while waiting for legislation. There was a situation with a charter school where the discussions were very difficult. She mentioned that a checklist that is very clear would help. She believes the charter is their contract, but if the Board can help the charters and take off some of the pressure. They can beef up the annual report and start with the preopening checklist. She would like to move in that direction.

Chairman Cline agreed that that is a good way to think about it. If the Board were just to follow the timeline, that keeps everyone on track and building upon accountability measures. He said that means the Board would be addressing the application process first. He wanted to make sure that the Board gets to the gray area for accountability. He liked the idea of doing the checklist and fixing some of the accountability components in the front end. He thought that the gray area for accountability is where the Board has had problems with a couple of schools. If that could be clarified in rules it would be helpful. Chairman Cline said he thinks the Board can write rules that are consistent with existing law. Legal changes can be requested later.

Ms. Chagnon discussed dates that might be appropriate for the next retreat. Chairman Cline asked if everyone would be available the week before

Thanksgiving. Ms. Lane mentioned an issue with a lack of communication with parents in charter schools, to make them feel that they are part of the school. Parents are required to be involved in the charter school, according to the current laws. She would like to know how they can beef up the consequences for failure to follow through on the requirements.

Chairman Cline answered that the Board will have to look at where the law matches up with rule. The rules may need to be clarified in the initial charter to make sure parental involvement is written into the charter and in the accountability section one of the requirements could be to explain what sort of parental involvement is happening. If a complaint is received from a parent, rules are needed for how to settle those disputes.

Ms. Lane said that it should be in the policies and procedures. Ms. Chagnon said it's not just about having parents on the board, but the parents should be able to access what is going on, including the finances, and should have their voices heard. Ms. Honorow agreed with Ann and had brought up the same concern when charter revocation was discussed. She believes it would be great if revocation didn't need to be threatened in order to address those situations. Ms. Lane replied that if a school is late with finance reports, it doesn't mention any consequences.

Chairman Cline stated that the attorney will be involved in the next meeting to help with guidance. He thinks some sticks should go along with the rules. Nate

pointed out that contained in the charter school RSAs there is a section discussing the duties of the State Board of Education, and its relationship with the legislative oversight committee on charter schools, a joint committee. It mentions that one of the duties of the State Board is to form one or more working committees to look at recommendations relative to charter schools, and that those recommendations be provided to the oversight committee on charter schools.

Nate went on to say that at some point it might be good to involve that particular legislative committee with recommendations, especially legislative recommendations. They probably would want to be involved. Chairman Cline agreed. Ms. Cassady said Barbara hasn't contacted her, but she has tried. Chairman Cline replied that that was why he was wondering, and asked if that committee hadn't been meeting regularly? Nate mentioned that he and Kaitlin had attended one meeting. Ann asked Nate if he did it on Zoom. Nate said no, it was before March. Kaitlin said she had the contact for someone who hadn't been on the state board since 2004. Kaitlin didn't think it had met since she and Nate attended. One of the concerns with the legislature was it hadn't met since 2012, previous to the meeting in March.

Chairman Cline replied that while he would love to work with that, he believed a better approach is to do the next retreat, and maybe have a three-member charter school subcommittee of the Board. They could contact the legislative committee and keep an eye on the laws, and keep the rest of the Board

updated on recommendations for changes.

Chairman Cline asked Ms. Honorow about the success process, which was a term she had used. The success sequence is an idea that in life, if you finish school, get a job, get married, then have kids, in that order, you are setting yourself up for success in life in a better way than if you did those things out of order. He said he believed that might be a useful way to think about some of the charter school requirements, by making sure they are setting them up for success by recommending some best practices and steps to take in a certain order. That could be good for the preopening checklist.

Chairman Cline suggested the week of the 16th through 20th of November for the next retreat. There was discussion of what date was best for everyone. The 19th was tentatively decided upon. Chairman Cline mentioned that he, Nate, and Kaitlin should get together and organize the points and topics for the meeting, so they can get into the meeting right away.

Ms. Cassady thought it would be helpful to get copies of the PowerPoint presentations from the meeting. Chairman Cline said he would try to have the presenters send them. The Chairman asked if anyone else had any comment. Ms. Honorow asked if the retreat would be on Zoom. Chairman Cline replied affirmatively. Ms. Honorow said she thought Jane had been asked to take the renewals and flag the things that were problematic, that she had not had time to

analyze the data from the charters. She asked if the Board could also look at and move on schools that had not turned things in.

Ms. Chagnon asked if the State Board meeting would also be held on Zoom. There was a discussion about software and licenses for meetings. Chairman Cline mentioned that using Zoom for a webinar for members of the public is a more expensive license. A woman complimented the Chairman on the meeting content and attendees.

**AGENDA ITEM IX. ADJOURNMENT**

Chairman Cline adjourned the meeting.

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Secretary