Office of Charter Schools

REQUEST FOR PROPOSAL

For

Premier Arts Academy

Opening in the 2023 School Year

This Request for Proposals for Ball State University was developed in collaboration with the National Association of Charter School Authorizers (NACSA).

© 2012 National Association of Charter School Authorizers (NACSA)

This document carries a Creative Commons license, which permits noncommercial re-use of content when proper attribution is provided. This means you are free to copy, display and distribute this work, or include content from the application in derivative works, under the following conditions:

Attribution You must clearly attribute the work to the National Association of Charter School Authorizers, and provide a link back to the publication at http://www.qualitycharters.org/.

Noncommercial You may not use this work for commercial purposes, including but not limited to any type of work for hire, without explicit prior permission from NACSA.

Share Alike If you alter, transform, or build upon this work, you may distribute the resulting work only under a license identical to this one.

For the full legal code of this Creative Commons license, please visit www.creativecommons.org. If you have any questions about citing or reusing NACSA content, please contact us.
PROPOSAL COVER SHEET & ENROLLMENT PROJECTION

Primary Contact. Identify the primary point of contact for your team. This individual will serve as the contact for all communications, scheduling, and notices regarding your application. The Primary Contact should be the user of the team’s CSAPPHIRE account to ensure that your team receives all general communications promptly.

Note: As with all aspects of your application, names and contact information of the Primary Contact will become public information.

Primary contact person: Ashley Molyneaux

Mailing address: 410 S. Main St. Elkhart, IN 46514

Phone: (day) 574-361-1258 (evening) 574-361-1258

Email address: ashley@premierarts.org

Primary contact for facilities planning: Kurt Weimer

Phone Number: 574-606-8941 e-mail: kurtweimer@aol.com

Name of team or entity applying: Premier Arts

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Current Job Title and Employer</th>
<th>Position with Proposed School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashley Molyneaux</td>
<td>Director of Education, Premier Arts</td>
<td>Head of School</td>
</tr>
<tr>
<td>Craig Gibson</td>
<td>Executive Artistic Director, Premier Arts</td>
<td>Executive Artistic Director</td>
</tr>
<tr>
<td>Kurt Weimer</td>
<td>Project Manager, Boling Vision Center</td>
<td>Director of Operations</td>
</tr>
<tr>
<td>Dr. Dawn McGrath</td>
<td>Executive Director, IN*Source</td>
<td>Special Services Consultant</td>
</tr>
</tbody>
</table>

*Does this applicant team have charter school applications under consideration by any other authorizer(s) in the United States?  ☐Yes ☒No

Will an application for the same charter school be submitted to another authorizer in the near future?  ☐Yes ☒No

Provide the intended opening year for the proposed school.

<table>
<thead>
<tr>
<th>Opening Year</th>
<th>*Geographic Community</th>
<th>Opening Grades</th>
<th>Grade Levels at Full Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>Elkhart &amp; St. Joseph Counties</td>
<td>K-6</td>
<td>K-8</td>
</tr>
</tbody>
</table>

*Identification of Geographic Community may be as specific as a neighborhood or as general as the school district targeted for school location.

Model or Focus of Proposed School (e.g., Arts, College Prep, Dual-Language, etc.), if any: School of the Arts
*Does the school expect to contract or partner with an Education Service Provider (ESP; i.e. Charter Management Organization or Education Management Organization) or other organization for school management/operation?
☐ Yes ☒ No
If yes, identify the ESP or other partner organization: _______________________

*If the applicant intends to partner with an ESP or partner that has previous experience in operating a school, the applicant MUST use the RFP for Experienced Operators rather than this RFP version.

Proposed Principal/Head of School Information, if known:

Name of proposed Principal Candidate: Ashley Molyneaux

Current employment: School Development Director, Premier Arts

Daytime phone: 574-361-1258       Cell phone: 574-361-1258

Email: AshleyM@premierarts.org

School Enrollment Projection

<table>
<thead>
<tr>
<th>Academic Year</th>
<th>Planned Number of Students</th>
<th>Maximum Number of Students</th>
<th>Grade Levels Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 (specify)</td>
<td>175</td>
<td>375</td>
<td>K-6 (1 section each)</td>
</tr>
<tr>
<td>Year 2</td>
<td>375</td>
<td>425</td>
<td>K-6 (2 sections each + 1 section of 7th grade)</td>
</tr>
<tr>
<td>Year 3</td>
<td>425</td>
<td>450</td>
<td>K-7 (2 sections each + 1 section of 8th grade)</td>
</tr>
<tr>
<td>Year 4</td>
<td>450</td>
<td>525</td>
<td>K-8 (2 sections each)</td>
</tr>
<tr>
<td>Year 5</td>
<td>525</td>
<td>675</td>
<td>K-8 (open 1 additional section in K-2)</td>
</tr>
<tr>
<td>At Capacity (Year 7)</td>
<td>675</td>
<td>675</td>
<td>K-8 (3 sections each)</td>
</tr>
</tbody>
</table>
Proposal Narrative
<table>
<thead>
<tr>
<th>Page</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>School Overview</td>
</tr>
<tr>
<td>1</td>
<td>Background and Brief History</td>
</tr>
<tr>
<td>1</td>
<td>Mission and Vision</td>
</tr>
<tr>
<td>1</td>
<td>Educational Need and Anticipated Student Population</td>
</tr>
<tr>
<td>5</td>
<td>Education Plan/School Design</td>
</tr>
<tr>
<td>9</td>
<td>Community Engagement</td>
</tr>
<tr>
<td>12</td>
<td>Leadership and Governance</td>
</tr>
<tr>
<td>12</td>
<td>Age and Grade Range of Students to be Enrolled</td>
</tr>
<tr>
<td>13</td>
<td>Curriculum and Instructional Methods</td>
</tr>
<tr>
<td>13</td>
<td>Curriculum and Instructional Design</td>
</tr>
<tr>
<td>19</td>
<td>Pupil Performance Standards</td>
</tr>
<tr>
<td>21</td>
<td>School Calendar and Schedule</td>
</tr>
<tr>
<td>21</td>
<td>School Culture</td>
</tr>
<tr>
<td>25</td>
<td>Supplemental Programming</td>
</tr>
<tr>
<td>26</td>
<td>Special Populations and At-Risk Students</td>
</tr>
<tr>
<td>31</td>
<td>Admissions Policy and Criteria</td>
</tr>
<tr>
<td>31</td>
<td>Student Discipline</td>
</tr>
<tr>
<td>34</td>
<td>Parent and Community Involvement</td>
</tr>
<tr>
<td>37</td>
<td>Educational Program Capacity</td>
</tr>
<tr>
<td>42</td>
<td>Operations Plan and Capacity</td>
</tr>
<tr>
<td>42</td>
<td>Governance - Legal Status and Governing Documents</td>
</tr>
<tr>
<td>42</td>
<td>Governing Board</td>
</tr>
<tr>
<td>45</td>
<td>Advisory Bodies</td>
</tr>
<tr>
<td>46</td>
<td>Grievance Process</td>
</tr>
<tr>
<td>46</td>
<td>School Management Contracts (Statement)</td>
</tr>
<tr>
<td>46</td>
<td>Staffing - Staff Structure</td>
</tr>
<tr>
<td>47</td>
<td>Staffing Plans, Hiring, Management, and Evaluation</td>
</tr>
<tr>
<td>50</td>
<td>Professional Development</td>
</tr>
<tr>
<td>52</td>
<td>Performance Management</td>
</tr>
<tr>
<td>53</td>
<td>Facilities</td>
</tr>
<tr>
<td>54</td>
<td>Start-Up and Ongoing Operations</td>
</tr>
<tr>
<td>55</td>
<td>Operations Capacity</td>
</tr>
<tr>
<td>55</td>
<td>Budget and Financial Plans</td>
</tr>
<tr>
<td>55</td>
<td>Financial Plan</td>
</tr>
<tr>
<td>58</td>
<td>Financial Management Capacity</td>
</tr>
</tbody>
</table>
APPENDIX
Attachment 1 - Resumes and Biographies
Attachment 2 - Course Scope and Sequence
Attachment 3 - N/A
Attachment 4 - Learning and Exit Standards
Attachment 5 - School Calendar and Schedule
Attachment 6 - Admissions Policy, Marketing Plan
Attachment 7 - Student Discipline Policy
Attachment 7.5 - PTA Rubric and Volunteer Opportunities Aligned with National Standards
Attachment 8 - Evidence of Support from Community Partners
Attachment 9 - Head of School Resume
Attachment 10 - Leadership Team Resumes, Dean of Students Job Description, Follow-On Support Description.
Attachment 11 - Governing Documents
Attachment 12 - Statement of Assurances
Attachment 13 - Organization Charts
Attachment 14 - Standards for Effective Charter School Board Governance and Charter School Board Member Information Forms
Attachment 15 - Charter School Organizer Conflict of Interest Form
Attachment 16 - Grievance Policy
Attachment 17 - Staffing Chart
Attachment 18 - N/A
Attachment 19 - Head of School Evaluation Tool, Teacher Evaluation Tool, Performance Improvement Plan Protocols
Attachment 20 - N/A
Attachment 21 - Facility Information
Attachment 22 - Start-Up Plan
Attachment 23 - School Safety Outline, Insurance Estimate
Attachment 24 - Budget Worksheets
Attachment 25 - Budget Narrative
Attachment 26 - Existing Organizer Financials
SCHOOL NARRATIVE

School Overview
The Premier Arts Academy is a free, public charter school offering integrated arts and core academic learning to K-8 students. We are a non-profit, independent public school in Elkhart, IN governed by a local board of directors and operating in accordance with the regulations of the Indiana Department of Education.

Mission Statement: Utilizing the Arts as a catalyst, The Premier Arts Academy uses a rigorous project-based curriculum blending academics and artistic excellence to enable our students to become the next generation of creative leaders.

Vision Statement: With challenged-based learning and arts integration at the core of our educational pedagogy, students at the Premier Arts Academy will have access to an entirely different type of teaching and learning, one that is more aimed at skills for the 21st century, that is proven to result in a deeper understanding of complex issues, and one that is more equitable for students of different cultures and ability levels. This educational model puts a student’s interest, that spark that gets them excited about coming to school every day, at the heart of their learning and then catalyzes that spark into projects that require a cross-curricular application of skills to solve real-world challenges. The vision for the Premier Arts Academy is to help our students develop academic excellence, intellectual curiosity, and distinction in the arts. The Premier Arts Academy is the perfect capstone to a thriving arts district in downtown Elkhart that will continue to develop young talent, engaged students, and graduates that can be creative problem solvers.

Educational Need and Anticipated Student Population. We anticipate the vast majority of our student population to mirror the current make-up of Premier Arts participants. These families travel to downtown Elkhart to participate in Premier Arts productions, lessons, and programming from a 45 minute radius including multiple cities and 2 counties (Elkhart & St. Joseph). We don’t anticipate our students coming from a single district; instead we will have a regional pull. The areas highlighted in blue in the map below (south of the Michigan/Indiana border) are the primary geographical areas that Premier Arts Academy students will come from.

The demographic make-up of our students will likely be similar to the demographics of Elkhart and St. Joseph counties outlined in the table below. We anticipate a wonderfully diverse student population with families with rich cultural backgrounds to share with our student body.
<table>
<thead>
<tr>
<th>Category</th>
<th>St. Joseph County, Indiana</th>
<th>Elkhart County, Indiana</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Population</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Population, Census, April 1, 2020</td>
<td>272,912</td>
<td>207,047</td>
</tr>
<tr>
<td><strong>Age and Sex</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Persons under 5 years, percent</td>
<td>6.4%</td>
<td>7.5%</td>
</tr>
<tr>
<td>Persons under 18 years, percent</td>
<td>23.4%</td>
<td>27.4%</td>
</tr>
<tr>
<td>Persons 65 years and over, percent</td>
<td>16.2%</td>
<td>15.1%</td>
</tr>
<tr>
<td>Female persons, percent</td>
<td>51.3%</td>
<td>50.6%</td>
</tr>
<tr>
<td><strong>Race and Hispanic Origin</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>White alone, percent</td>
<td>79.7%</td>
<td>89.5%</td>
</tr>
<tr>
<td>Black or African American alone, percent(a)</td>
<td>13.8%</td>
<td>6.1%</td>
</tr>
<tr>
<td>American Indian and Alaska Native alone, percent(a)</td>
<td>0.6%</td>
<td>0.6%</td>
</tr>
<tr>
<td>Asian alone, percent</td>
<td>2.7%</td>
<td>1.2%</td>
</tr>
<tr>
<td>Native Hawaiian and Other Pacific Islander alone, percent(a)</td>
<td>0.1%</td>
<td>0.1%</td>
</tr>
<tr>
<td>Two or More Races, percent</td>
<td>3.1%</td>
<td>2.5%</td>
</tr>
<tr>
<td>Hispanic or Latino, percent(b)</td>
<td>9.1%</td>
<td>16.8%</td>
</tr>
<tr>
<td>White alone, not Hispanic or Latino, percent</td>
<td>71.8%</td>
<td>74.1%</td>
</tr>
<tr>
<td><strong>Computer and Internet Use</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Households with a computer, percent, 2015-2019</td>
<td>86.9%</td>
<td>87.2%</td>
</tr>
<tr>
<td>Households with a broadband Internet subscription, percent, 2015-2019</td>
<td>78.3%</td>
<td>80.5%</td>
</tr>
<tr>
<td><strong>Education</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High school graduate or higher, percent of persons age 25 years+, 2015-2019</td>
<td>88.5%</td>
<td>80.8%</td>
</tr>
<tr>
<td>Bachelor's degree or higher, percent of persons age 25 years+, 2015-2019</td>
<td>29.6%</td>
<td>19.8%</td>
</tr>
<tr>
<td><strong>Income &amp; Poverty</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Median household income (in 2019 dollars), 2015-2019</td>
<td>$52,769</td>
<td>$57,021</td>
</tr>
<tr>
<td>Per capita income in past 12 months (in 2019 dollars), 2015-2019</td>
<td>$28,215</td>
<td>$26,150</td>
</tr>
<tr>
<td>Persons in poverty, percent</td>
<td>12.7%</td>
<td>9.8%</td>
</tr>
</tbody>
</table>
The Premier Arts Academy will welcome ALL students who wish to learn through the lens of the Fine Arts. Similar to our surrounding school districts, we anticipate a percentage of our school community will be made up of ELL students, students with special needs, high-ability students and students who come from poverty. We know we will have students who have a great deal of trauma in their background and high ACEs scores. We will also have students who come from supportive and engaged families. All children, regardless of their challenged background, deserve an education that inspires them to discover, to engage deeply, to think creatively, to hone their passion and skill, and to apply that skill in the real world. Yet too often factors like a child’s skin color or neighborhood can predict their access to even the most basic educational opportunities and resources. Our teaching approaches focus on arts integration as an equalizing force in education. They empower teachers and parents to use arts integration strategies to improve student outcomes. The arts can connect marginalized students to their school experience, activate parental involvement, and promote student success.

Another major challenge that our students are currently living through is the prolonged trauma of the COVID-19 pandemic and the interrupted learning that has occurred. Not only will students surely have gaps in their learning due to the highly irregular school schedules they have endured but also the social isolation that came with the shutdown. Everything from academics to social emotional growth have been stymied and will prove to have repercussions for years to come.

One significant non-academic challenge our school may encounter is the general misunderstanding of what a charter school is. The closest charter school to our area is 35 minutes away. People often hear news stories of virtual charters and for-profit charters taking advantage of communities of color and pocketing profits. As is typical with many professions, a few bad eggs have tarnished the reputation of a whole model of education in some people’s eyes. Building trust with our community by doing what we say will be crucial. Further, a big misconception is that charter schools can pick and choose their students and that it costs tuition. It will be essential for us to educate our community about this educational option.

We’ve chosen Elkhart as the location for the Premier Arts Academy for a number of compelling reasons. The Arts have an important place in Elkhart’s past and present. Elkhart, which toots its horn as the Band Instrument Capital of the World, is home to several musical instrument companies-including Selmer and United Musical Instruments, which employ nearly 2,000 people. Each summer, 500 community volunteers orchestrate a jazz festival attracting 20,000 fans. The gorgeous Lerner Theater built in 1924 and restored to its original grandeur in 2011 is the crown jewel of the city and serves as an important cultural epicenter. The Lerner is steps away from our school venue. The resident theater company of the Lerner theater, Premier Arts, is the arts organization that is sponsoring this new educational endeavor. Premier Arts has been bringing high-quality community theater and educational programming to Elkhart for more than a dozen years and boasts thousands of participants, audience members and volunteers each season. There is high interest from these participants to have a more immersive school experience where they can study the content areas through the lens of something they love, the arts! The Premier Arts Academy is the perfect capstone to a thriving arts district in downtown Elkhart that will continue to develop young talent, engaged students, and graduates who have the ability to be creative problem solvers.

The larger region is also known for creative entrepreneurs and for cultivating talent. The South Bend-Elkhart Regional Partnership recently presented a proposal for and received a 50 million dollar grant that will make a huge impact on projects in our region. As part of that presentation they included the following map identifying our
region as one of the Top 10 Places for Creatives in the country. We know that the Premier Arts Academy will help to prepare the next generation of creatives to make a big impact on our region.

The enrollment trends in both Elkhart Community Schools and South Bend Community Schools, the two largest districts that are geographically close to the Premier Arts Academy, show a trend of "academic urban flight" with many families choosing to send their children to other educational options (see graphs below). Our goal is to provide a new option for education that draws students back to the urban arts setting. Our goal is to provide this new educational option that is financially accessible to ALL students, unlike the local private schools.

Elkhart Community Schools

South Bend Community Schools

We believe families will choose the Premier Arts Academy because we will offer an educational model that is more engaging and hands-on than the surrounding options. Many parents are realizing that the traditional model of passively learning facts and reciting them out of context is no longer sufficient to prepare students for a life of learning and success. The beauty of arts integration and challenge-based learning is that student choice and capitalizing on a student’s interest are at the core of our approach. Students who participate in Premier Arts productions, lessons, group classes, and camps learn such important life skills and often say they “wish school was
more like their Premier Arts experience.” They collaborate, they analyze character & plot, they rehearse, they work toward excellence, and they create a product they are excited to share with the community. Parents know that Premier Arts has high expectations, encourages a solid work ethic, and helps students develop their talents. The Premier Arts Academy will employ all the character-building life skills that the program has become known for and will offer integrated arts with core academic learning to have an even more profound impact on students every day.

**Education Plan/School Design.** When our community focus group assembled to discuss the state of education in our region, we created a profile of a graduate at each major educational transition. It wasn’t surprising that the group of business leaders, civic leaders, and educators in the room outlined the 21st Century Skills that are integral to workplace and career success. The focus group wants students leaving 8th grade (the culminating grade level of our school model) to pursue excellence, to be critical thinkers, to be confident collaborators, to be creative problem-solvers, to have grit, to demonstrate resilience, to have solid academic skills, and to be excellent communicators. Most of these goals can’t be measured in a test score, nor can they be taught in a traditional classroom setting. The Premier Arts Academy’s teaching philosophy combines strategies such as arts integration, challenge-based learning, and multi-age cohorts that are proven to benefit children, improve outcomes, and cultivate 21st century skills.

In 2019, LinkedIn, the world’s largest job network, declared creativity the most in-demand skill on the planet. At the Premier Arts Academy students will learn to be creative problem solvers through Arts Integration techniques. Arts Integration is an approach to teaching in which students construct and demonstrate understanding through an art form. Students engage in a creative process that connects an art form and another subject area and meets evolving objectives in both areas. A content standard is aligned with an arts standard, both are taught throughout the lesson, and both are assessed equally via a rubric. This is one of the ways we will measure academic and artistic growth. Multiple studies show that Arts Integration is proven to improve academic outcomes for at-risk students by at least 30% in the first 3 years of implementation (Rabkin et. al, 2006, Delisio, 2005, Jensen, 2002, and Goldburg et. al, 1998). According to the Kennedy Center Changing Education Through the Arts program resources, “longitudinal studies indicate that arts education increases literacy, advances math achievement, engages students in school, and motivates them to learn. Beyond school, the arts prepare students for life itself by cultivating perseverance, facilitating cross-cultural understanding, and building community engagement. But most importantly, the arts resonate with children, providing traction with students who might not otherwise engage, tapping the uniqueness and dignity of each child, and helping children develop the sense of self-worth essential for other learning to take root.

Arts Integration is naturally more equitable in its approach as it provides access points for engagement for ELL students and at-risk students. For some students, lack of access to technology or limited English proficiency hampers their ability to show what they know via traditional student assessment methods. According to California State University San Marcos professor Merryl Goldberg, “Artwork can provide a tangible representation of students’ understanding of content knowledge, and thus act as an artifact for assessing their knowledge.” Because the arts can also be used to process and celebrate cultural differences, this model provides important opportunities for best practices in Diversity, Equity, and Inclusion. Arts integration also encourages interaction between the community and the students by bringing in local professional artists to share their craft. Artisans and teachers collaborate to create lessons that teach both the curricular goals and the artistic goals. The result is that students are learning academic objectives and the high level of artistry that is included in a project (Appel, 2006 and Rabkin et. al, 2006).
This type of learning leads to increased social skills, more empathy, and better cognitive abilities (Gullatt, 2008, Ruppert, 2006, and Burnaford et al., 2001). This will be taken a step further by inviting artists in residence to work with us for a month or more bringing the expertise of New York City, Chicago, and other thriving arts communities to our students. There is no other school in our region that uses anything closely resembling this approach.

During the daily PA Academy “Challenge Hour,” multi-age cohorts of students will tackle multi-disciplinary long-term projects. Apple Inc. worked with teachers and leaders in the education community to develop Challenge Based Learning (CBL), an engaging, multidisciplinary approach that starts with standards-based content and lets students leverage the technology they use in their daily lives to solve complex, real-world problems. CBL is a collaborative learning experience in which teachers and students work together to learn about compelling issues, propose solutions to real problems, and most importantly take action. The approach asks students to reflect on their learning and the impact of their actions and publish their solutions to a worldwide audience. During this period of the day we will ask students to guide their own learning. Vygotsky, a learning scientist, suggests, “When we attempt to foster children’s creativity, we need to observe the principle of freedom…This means that the creative activities of children cannot be compulsory or forced and must arise only out of their own interests” (Behr & Rydzewski 56). They will choose the problem they are going to solve, and the best solution and those experiences will be cemented in their long-term memory because they are of their own creation. Best practices in CBL mirror the 21st century workplace and the skills outlined in our focus group’s profile of a graduate and allows for authentic and regular feedback. The Challenge Hour projects will have multiple benchmarks, checkpoints, and rubrics that help the teacher to mentor and challenge students toward measurable growth in each of these skills. The closest school that offers a version of project-based learning with any consistency is more than 40 minutes away.

Another unique characteristic of our “Challenge Hour” cohorts is they include multi-age students across developmentally appropriate grade bands. The benefits of multi-age cohorts are that they put learning at the center, both socially and academically. The older students in the class help teach the younger students by modeling more sophisticated, complex problem solving and critical thinking. This also allows them to organically learn about leadership, mentoring, and collaboration. The younger children can seek guidance from older students rather than having to rely solely on assistance from an adult. This not only enriches their learning experience, it also allows them to develop independence and to feel secure in their capabilities. This approach is highly innovative for elementary school as only a few Montessori preschools in our region offer multi-age classroom experiences.

PA Academy students will also have the benefit of working with fine arts professionals daily during their “Art in Action (AiA)” period. AiA is a carefully curated survey of the fine arts that provides an in-depth study of specific art forms that rotates each quarter. For instance, our kindergarteners may start in our percussion lab, 1st graders in our piano lab, 2nd graders studying dance, while 3rd graders may be rehearsing for a theatrical performance and 4th graders are creating the technical theater elements to support the 4th grade show. Once our students hit 5th grade, they get to start choosing their AiA electives in order to begin cultivating mastery of their chosen art. We also look forward to creating immersive experiences for our students as they take advantage of the many arts and culture venues in our community. Many of these community treasures are literally within steps of our school building and will serve as an extension of our campus. We will not be boxed in by traditional classroom spaces; instead, you will find our students interacting with arts and culture in the real world.

The benefits of a child’s exposure to the arts is perfectly represented in the world-renowned work of Fred Rogers. In their book, *When You Wonder, You’re Learning*, Gregg Behr and Ryan Rydzewski describe the power of curiosity
and its connection to learning through the lens of Fred Rogers’ work. The world often dismisses stories, songs, and drawings as diversion or add-ons—things kids do after the “real” work of learning. In *Mr. Rogers’ Neighborhood*, however, the arts aren’t extracurricular; they’re curiosity’s very foundation. The artistry of his program stimulates the children’s interest in the world around them and fosters their learning. Behr and Rydzewski suggest, “Learning science has proven Rogers right. Arts experiences have been shown to feed curiosity by teaching kids to be careful, thorough observers of the world. Kids who study the arts may become stronger critical thinkers with better life outcomes” (33). According to one nationally representative study, each year of arts study correlates with a 20% reduction in the likelihood an adolescent will be suspended from school. Young people who study the arts are almost 30% more likely to hold a four-year degree by early adulthood and 26 percent less likely to get arrested. Evidence suggests that exposing kids to the arts can significantly improve their lives (Behr & Rydzewski 33).

In addition to the AiA skills rubrics based on the Indiana Fine Arts Standards attached to each course, participation in the end-of-quarter performance is another important benchmark of success. A hallmark of our school will be regular community expos and performances to demonstrate the work of students in an authentic way that allows for analysis and feedback. Our quarterly community expo events will further help us in measuring academic and 21st Century skill growth. Students will publish and present the results of their Challenge Hour and AiA projects to the wider community. This also allows for more regular engagement from parents and the community and for students to act on the solutions they’ve been seeking in their projects. Parents will see growth in their child’s communication skills as the children present their work to the wider community. Anyone who wishes to see what Premier Arts Academy students are learning will be welcome to attend. These community expos are an excellent recruitment tool for potential students as well.

To measure content standard growth (IN State Standards), staff will utilize multiple forms of assessments including pre-tests, exit tickets, in-class projects, task assessments, end-of-module skills assessments, portfolios, and standardized tests like NWEA and iLearn. It is important to note that state tests are not the only measurement of standard mastery for our students. Students may struggle on iLearn due to test anxiety or the lack of content knowledge necessary to confidently answer multiple choice questions after a reading passage. They may, however, be able to demonstrate mastery of a standard through one of the other assessment mediums listed above. Staff will track and communicate growth to students and parents by using standards-based grading, and regular conferences.

We believe standards-based reporting is essential to a highly effective educational process that aligns learning standards with evidence-based curriculum and instructional practices, balanced and accurate assessment, and descriptive feedback regarding student progress. The Indiana Academic Standards set high expectations for student learning, and supporting our elementary learners as they embark on a journey towards college and career readiness requires continuous progress monitoring and the communication of accurate and meaningful feedback regarding their achievement. We believe standards-based report cards (SBRC) achieve this purpose. Standards-based report cards:

- Are specific and clear about what students must know and be able to do upon completion of a particular grade level;
- Are based on evidence specific to the goal (demonstration of the knowledge and skill components of a standard) and exclude other factors such as effort, attendance, or attitude;
- Increase consistency in grading practices and alignment with standards;
- Are based on individual achievement;
- Use multiple assessment measures and a variety of performance tasks to determine student achievement as measured against an established criterion for mastery or proficiency; and
- Engage students in understanding and using assessment data to improve their performance.
Because the report card is aligned with the Indiana Academic Standards, it clarifies and reinforces the most important content and skills students should learn in each subject at a particular grade level. On an SBRC each of the subject areas is divided into a list of high priority content and skills that students are responsible for learning. The SBRC then provides specific feedback on student progress towards proficiency for each of the indicators, anticipating full mastery by the end of the school year. This allows students, families, and teachers to work in partnership to set meaningful goals for growth and improvement across the school year.

The performance scale focuses on evidence of student performance. The evidence is derived from quality assessments administered over time in a variety of formats, all closely aligned with specific standards identified on the SBRC. Teachers use this evidence, along with professional judgment, when determining the student’s score. Beyond the No Evidence (1) descriptor, the remaining descriptors provide a progression of scores (2-5) that range from Little Evidence to Clear Evidence of skill or concept development and mastery. The bulleted explanations below each descriptor provide additional elaboration for clarity and consistency in scoring. During each year of a child’s school experience, grade level standards anticipate full mastery on or before the end of the school year. Just as student proficiency develops across the school year, SBRC scores reflect a gradual continuum of individual growth and development. While mastery may emerge early in the year in some areas for some students, typical growth is reflected in a progression of increased scores over time. In addition, as students gain independence in any skill area, SBRC scores reflect this change. For this reason, it is not unusual that a student may achieve a score of 2 or 3 (little or some evidence) during the first semester of instruction, while typical second semester scores will reflect stronger growth with scores at the upper end (4 or 5) of the performance scale. The purpose of the standards-based report is to document growth over time with mastery expected by the end of the school year.

The PA Academy intends to make sure all students get what they need from academic support to extended enrichment through an “all hands on deck” small group approach. All-school academic break-out groups for both literacy and math are already built into our daily schedule and will allow students to get the enrichment or extra support they require for success in the classroom and content standard mastery. Every teacher, paraprofessional, and administrator in the building will lead a daily book club group where smaller pods of students will be grouped by academic need. Further, grade level teachers and paras will lead math groups during the lunch, recess, and math groups rotation mid-day. This is beneficial in three ways. First, the students who require tier 2 & 3 remediation will not be singled out and pulled out from class like in many traditional school settings; thus the stigma disappears. Second, every student in the whole school breaks out for book clubs (literacy support and enrichment) and math groups (math skills support and enrichment) creating an opportunity for true differentiated instruction. No longer will teachers only be focused on the “middle”; instead, those that require a challenge and additional enrichment will
get that during book clubs and math groups and those kids requiring skill practice through high-interest reading or engaging math practice will get what they need. Third, these micro lessons, as research has shown, are incredibly effective in helping students to scaffold and apply knowledge cross-curricularly rather than in a silo. We will offer multiple ways to apply their micro-lessons during the daily STEAM and Challenge Hour projects so they will see almost immediately WHY that skill is important and HOW it can be used in the real world. Keeping students engaged means keeping the work relevant. The instructional strategies and non-negotiables outlined above do just that. The program offers student choice, it builds grit as they pursue an answer to a complex problem in the world around them, and it allows for authentic and regular feedback.

Community Engagement. Community support is already widespread for the Premier Arts Academy as is evidenced by the attached letters of support. In those letters you will find representatives from city and county governments. You will find letters from business leaders, realtors, non-profit leaders, local philanthropists, and future PA Academy parents who have all been engaged in this process and believe this educational opportunity to be necessary for the long-term health of our community. You will read a detailed description of our round-table focus groups in the “Parent and Community Involvement” section of this application. Below is a listing of some of the specific partnerships that will strengthen the standing of the Premier Arts Academy in the community.

City of Elkhart: The City of Elkhart owns the Lerner Theater, the home of Premier Arts. The Premier Arts Academy will be located in a building very near the Lerner. A close working-relationship with the city and city departments is integral to our success. We have two city council members who sit on our steering committee. We are collaborating with the Mayor’s Office and other city departments to utilize city property for parking, recess, and a well-organized drop-off and pick-up process. The Economic Development team is supportive of the Premier Arts Academy as a significant addition to the economic vibrancy of the downtown arts district. We are working together to reallocate a city owned lot to this project. The school will bring hundreds of parents downtown twice daily. The EDC predicts an uptick in business at our downtown coffee shops, restaurants, pharmacies, and retail establishments with the influx of traffic to the heart of our city. Extended families and audiences will be flooding downtown quite regularly for shows, curriculum showcase nights, and events. (see letters of support)

Elkhart Health & Aquatics Center: Approximately 10 blocks from the Premier Arts Academy sits the Elkhart Health & Aquatics Center. The facility is the result of visionary community leaders and donors as a place of health, wellness and growth for Elkhart County. The facility includes a state-of-the-art aquatics center, indoor & outdoor common spaces, Beacon Health’s third regional Health & Fitness Center, an indoor track, and gym space. We will regularly utilize the Elkhart Health & Aquatics center for gym space, pool time, and meeting space. This is just one more way that Elkhart’s city center becomes an extension of the Premier Arts Academy campus.

Elkhart Public Library: Who needs to build a school library when you have the newly renovated Elkhart Public Library main branch a few blocks from your front door? With dedicated children’s librarians who can provide literacy programming, research support, and access to print and online materials, Premier Arts Academy will prioritize this important literacy relationship for our students. EPL staff have also offered to be a support in bolstering the literacy skills of our K-2 students both during the school day and in summer programming. (see letter of support)

Ruthmere Museum, Midwest Museum of Art and Wellfield Botanic Garden: We have three additional gorgeous arts & culture venues within a mile of the Premier Arts Academy. The Midwest Museum of Art is steps away from our school venue. In partnership with its curators, we look forward to bringing exhibits that enhance the curricular experience
for our students and to use the museum gallery as a display space for student work on a rotating basis. Ruthmere Museum brings history to life for kids and their educational programming will be an important addition to the Premier Arts student experience. Wellfield is a gorgeous outdoor space that brings regular art installations, boasts a brand-new children’s garden, and provides volunteer docents for educational field trips and projects. These venues will be an extension of our campus as we intend to have regular trips, shared programming, and guests from their educational departments to our school. (see letters of support from all 3 venues)

enFocus: enFocus is a nonprofit with a novel approach to talent attraction and community development. They intentionally match graduates to high-impact projects with regional organizations to provide meaningful professional experiences. To date, they have employed over 1,000 Fellows and Interns on over 250 projects. These collaborations not only deliver innovative solutions for local organizations, they inspire young professionals to stay in our region. enFocus will be completing a feasibility study for our capital campaign, partnering with us in collecting reliable results via our survey and focus groups, and helping us prepare for a large regional grant opportunity called the Readi grant through the South Bend-Elkhart Regional Partnership. (See MOU and letter of Support.)

The Lerner Theater: This 1920s-era movie palace turned performing arts complex features a 1,700-seat theater and ballroom and hosts year-round performances, musical theater, film, theatrical workshops and more. In the heart of downtown’s Arts & Entertainment District. The Lerner Theatre, an Elkhart landmark, is part of a revival, a new era for the arts, commerce and life in the heart of our community. The Lerner Theatre is a city owned and operated facility, built in 1924. With the completion of an $18-million-dollar renovation in 2011, The Lerner Theatre has truly put the “heart” back in downtown Elkhart. The Lerner is home to Premier Arts with our office and rehearsal space located in the basement of this historic building. The Lerner is currently an important partner to Premier Arts and will be integral to the success of the Premier Arts Academy as well. Although the school will not be located inside the Lerner, the facility will be used regularly for performances, rehearsals, meetings, and public expos. (see letter of support)

IN*SOURCE: IN*SOURCE exists to help parents of children with disabilities navigate the complicated special education process in the state of Indiana. They help bridge the gap between schools and parents and strive to connect the dots that become the individual path to success for children with disabilities. Their Executive Director, Dr. Dawn McGrath, will serve as our teacher of record for special needs, high ability, and will consult on professional development, federal funds, and other special services. You can find her resume included with our leadership team. (see letters of support and MOU)

weImpact Group: weImpact invests in traditional businesses facing opportunities in succession, strategy, capitalization and team. They invest a percentage of cash flow from these traditional businesses and help capitalize on social priorities. These are financially sustainable projects focused on education, arts & culture, and community development. While they expect these enterprises to be financially viable, they redefine “rate of return”, pivoting from financial to a focus on impact for our three social priorities. weImpact founder, Dave Weaver, joined forces with the Community Foundation of Elkhart County, the City of Elkhart, and community-minded leaders to establish the River District. One goal of the River District is to make Elkhart more relevant and sustainable for generations to come. Dave is a passionate supporter of the Premier Arts Academy and in providing educational choices that will help to drive the economic success of the region. He is assisting in securing us a location and in negotiating with the City of Elkhart and EDC in getting land donated to this project. (See letter of support)
Local Philanthropists: Several local philanthropists and education enthusiasts have stepped up to support the development year before funding becomes available. They range from local business owners to family foundations. They share one big passion in common; they know that high-quality school options lead to a vibrant, more economically sound community. To date they have donated $35,000 with another $75,000 expected after the charter is approved. (see letters of support)

NY City Charter School for the Arts: We were lucky enough to tour the New York City Charter School for the Arts, to meet with their principal, their board chair, and their charter authorizer. They provided ideas and suggestions for staffing, curriculum, infrastructure, and operations. They’ve agreed to host us again and be available for questions and support as we move along our implementation process. The ability to gain expertise from a successful charter school using a similar model as we propose will prove to be incredibly beneficial to the Premier Arts Academy.

Professional Development & Curriculum Implementation Partnerships:

Apple, Inc: We will partner with Apple to implement the Challenge-Based Learning approach in our classrooms. Apple is one of our strategic partners in professional development and in employing best practices in student/teacher access to Technology. We will utilize local Apple Distinguished Educators to lead workshops and to continually push the staff to use technology to transform their teaching and to encourage creativity among students.

The Institute for Arts Integration and STEAM: The Institute is the world’s largest online professional development provider for teachers and leaders using arts-integrated approaches. Founded in 2013 by Susan Riley, a former music educator and administrator, the Institute now serves over 800,000 educators globally each year through its online workshops, resources, courses, conferences and certification. Having achieved coveted IACET accreditation in 2019, the Institute’s programs continue to lead the way in high-quality and high-value professional development for educators. This is a platform in which our classroom teachers, lead teachers, and administrators can be certified in different aspects of Arts Integration and learn from a network of educators implementing Arts Integration with great success in schools across the country.

The Kennedy Center: Kennedy Center Education offers a wide array of resources and experiences that inspire, excite, and empower students and young artists, plus the tools and connections to help educators incorporate the arts into classrooms of all types. This well-respected organization offers professional development for educators, summer intensives for young artists, teaching artist-guided activities for families, classroom lesson plans, and arts-focused digital media. We intend to utilize the online professional development courses offered by the Kennedy Center to support our staff in the micro credentialling process we will implement with our Professional Development plan.
Leadership and Governance. See Attachment 10 for Resumes and/or Biographies of our Leadership Team

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Current Job Title and Employer</th>
<th>Position with Proposed School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashley Molyneaux</td>
<td>School Development Director, Premier Arts</td>
<td>Head of School</td>
</tr>
<tr>
<td>Craig Gibson</td>
<td>Executive Artistic Director, Premier Arts</td>
<td>Artistic Director</td>
</tr>
<tr>
<td>Kurt Weimer</td>
<td>Project Manager, Boling Vision Center</td>
<td>Director of Operations</td>
</tr>
<tr>
<td>Dawn McGrath</td>
<td>Executive Director, InSource</td>
<td>Special Services Consultant</td>
</tr>
<tr>
<td>Elizabeth Bond</td>
<td>Premier Arts Board Chair</td>
<td>Governing Board</td>
</tr>
<tr>
<td>Arvis Dawson</td>
<td>City Council, Retired Educator</td>
<td>Governing Board</td>
</tr>
<tr>
<td>Beatrice Phillips</td>
<td>Director of Development, Boling Vision Center</td>
<td>Governing Board</td>
</tr>
<tr>
<td>Mindy Steele</td>
<td>Company Manager, Premier Arts</td>
<td>Governing Board</td>
</tr>
<tr>
<td>TBD</td>
<td></td>
<td>Governing Board</td>
</tr>
<tr>
<td>TBD</td>
<td></td>
<td>Governing Board</td>
</tr>
<tr>
<td>TBD</td>
<td></td>
<td>Governing Board</td>
</tr>
<tr>
<td>Student Representative</td>
<td></td>
<td>Board Liaison</td>
</tr>
</tbody>
</table>

Age and Grade Range of Students to be Enrolled.

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Year 1 2023-2024</th>
<th>Year 2 2024-2025</th>
<th>Year 3 2025-2026</th>
<th>Year 4 2026-2027</th>
<th>Year 5 2027-2028</th>
<th>At Capacity 2030</th>
</tr>
</thead>
<tbody>
<tr>
<td>K</td>
<td>25</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>75</td>
<td>75</td>
</tr>
<tr>
<td>1</td>
<td>25</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>75</td>
<td>75</td>
</tr>
<tr>
<td>2</td>
<td>25</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>75</td>
<td>75</td>
</tr>
<tr>
<td>3</td>
<td>25</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>4</td>
<td>25</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>5</td>
<td>25</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>6</td>
<td>25</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>7</td>
<td>25</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>25</td>
<td>50</td>
<td>50</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>175</td>
<td>375</td>
<td>425</td>
<td>450</td>
<td>525</td>
<td>675</td>
</tr>
</tbody>
</table>

You could consider our growth plan to be a horizontal approach rather than a vertical one. Instead of starting with multiple classrooms of a few grade levels, we’ve decided to take a different path. In an effort to mirror the grade compilation of our surrounding elementary schools, we’ve decided to start with accepting 1 classroom of students in grades K-6 our first year. After a series of round table discussions with prospective parents, it became clear that
they would be hesitant to split their elementary-aged children up between schools if we started with a limited number of grades. Although our school educational model is very exciting to parents, having to manage the logistics of getting multiple children to multiple schools is their reality. Our team believes the reality of that inconvenience would ultimately mean fewer families would choose the Premier Arts Academy.

In our second year, we anticipate doubling the size of our student body by adding an additional section of each grade level K-6 and one section of 7th graders so that our 6th graders have a place to matriculate to. Our comprehensive marketing and recruitment plan coupled with the positive experiences of our inaugural class of students will result in plenty of interest in our elementary grades.

In years 3 and 4 we intend to add our additional middle school classrooms and take an intentional pause in adding large numbers of students. This will allow us to focus on middle school curriculum building and to reflect on and make revisions to the elementary curriculum. It is important to build-in time to focus on your educational product and that will be years 3 and 4 for the PA Academy.

We will offer an additional section in each of our Kindergarten through 2nd grade levels in year 5. We intend to add sections in the other grades until we are at full capacity in year 7. Full capacity for our current plan without expanding to an additional building will be three sections per grade level or approximately 675 students.

**Curriculum and Instructional Methods**

**The Learning Environment:** The learning environments of the Premier Arts Academy are as diverse as our students’ needs. They will start each day in their homeroom (max 25 students with 1 teacher and 1 para) with a class huddle. The concept behind hosting a morning huddle is reminiscent of what football teams do - it’s your opportunity to bring our “team” of students together to get everyone on the same page and prepared for their day. Following the morning huddle, PA Academy students will have a mix of whole group tier 1 instruction in ELA and STEAM in their grade level classrooms throughout the day. They will experience leveled small group interventions (tier 2 and tier 3) for all students through the daily Book Clubs and Math Groups. They will have the benefit of multi-age grouping by thematic interest in the daily challenge hour project-based learning time. Art in Action class time will expose students to a variety of fine arts lessons that will help them grow in their general knowledge of the arts and inspire them to choose an arts “major” in their upper elementary years. After students choose an arts major, they will experience 60 minutes a day of instruction and rehearsal in that medium to hone their craft and work toward skill mastery.

**Curriculum Overview:**

**ELA- Wit & Wisdom** (Description from Great Minds Website) Wit & Wisdom is a comprehensive Grades K–8 English language arts curriculum developed by and for teachers. Each Wit & Wisdom module centers on the study of rich and engaging texts, curated to build student knowledge of important ideas in the liberal arts and the sciences. The approach is integrated and text-based: daily reading, writing, speaking, listening, grammar, and vocabulary study is based on—and draws on evidence from—exceptional texts. The Wit & Wisdom approach helps teachers celebrate the joy of reading and writing with students, while also supporting all learners to tackle the rigor that the standards demand. By reading books they love and engaging meaningfully in their learning, students develop the knowledge and skills they need to be successful readers, critical thinkers, and effective communicators who love to learn and can succeed in college and careers.
Wit & Wisdom allows educators to teach more meaningful English because of three principles:

Books, Not Basals- Every Wit & Wisdom text students encounter is authentic and of the highest quality. Instead of basals, students read books they love to build knowledge of important topics and master literacy skills. The texts are wide-ranging and varied, including a careful balance of literary, informational, and fine-art texts.

Knowledge Building- Every module, or unit of study, in each grade focuses on a topic essential for building background knowledge, vocabulary, and writing skills. For example, students learn about the seasons, the American Revolution, civil rights, and space exploration. Essential topics strategically reoccur, empowering students to deepen understanding of core knowledge across Grades K–8.

Integrated, Not Isolated- Students practice reading, writing, speaking, listening, and language in an integrated way, with every strand of the standards woven throughout each module. This integrated approach enables students to be more successful as they activate and build on their developing background and vocabulary knowledge of the module topic while learning skills in other areas.

Each of the four modules in each grade has a topical focus. For each module, students read—or, in the case of younger students, hear read aloud—a series of authentic texts on the topic and consider those texts critically and systematically. A framework of questioning, the Content Stages and Content Framing Questions, engages students in the content and in the process of reading complex texts. These questions guide students’ daily work of encountering, understanding, and analyzing complex text. Students then distill each text’s deeper meaning, and finally, articulate how the texts, individually and collectively, build their knowledge of the topic. Another line of daily questioning, Craft Questions, teaches students the elements of strong craft—writing, speaking, and listening—so that students become adept at applying these skills for a variety of purposes. This knowledge of craft in turn allows students to create their own responses to the texts they read.

Wit and Wisdom has built-in connections to the fine arts through their use of music, poetry, and visual arts in each of their modules. Each module provides multiple opportunities for students to engage with significant works of art as core and supplementary texts, including paintings, illustrations, prints, sculptures, architecture, and photographs. Rather than serving as illustrations of module content, each selection has been chosen to inspire students to grapple with broader concepts related to the module knowledge story. The Wit & Wisdom Content Stages guide students to view these artworks with wonder, curiosity, and imagination, and then to build knowledge and appreciation of artistic elements, genres, styles, and media. Next, students explore how artists express important thoughts and ideas, identify the essential themes, and connect their learning to the greater Knowledge Puzzle of the module.

By engaging with these lines of inquiry and repeatedly applying a series of strategies to multiple texts and curated fine art, students solidify their critical thinking skills so they can transfer them to any future setting. Through a rigorous and careful design, students gain content knowledge and an awareness of how to read texts, write, speak, and listen. Wit & Wisdom lessons dedicate ninety minutes of instruction in order to meet the goals of productive struggle with close reading of complex texts, integration of all ELA strands, in-depth mastery of the CCSS, and knowledge- building with a range of topics. Ninety-minute lessons allow for focused reading and writing instruction and whole, small-group, paired, and independent work; these lessons do not include time dedicated to foundational literacy skills, Volume of Reading, differentiated small-group literacy instruction, or strategic literacy intervention. Teachers in Grades K–2 will need to dedicate additional time for phonics and small-group instruction. The chart in Attachment 2 includes a sample Wit and Wisdom Scope and Sequence and describes several of the core practices integrated into the Wit and Wisdom curriculum and how they are of value to all students.
Meeting Student Needs: Wit & Wisdom lessons engage all students and address individual needs such as those of striving readers and English learners.

Student Engagement: Wit & Wisdom lessons are designed to maximize student engagement in multiple ways. The lessons include the following features:

a. Engaging texts, topics, and tasks. The lessons engage students through challenging, high-quality texts; compelling topics in the humanities, history/social studies, science, and the arts; and tasks that encourage productive study and discussion.
b. A variety of instructional routines and approaches. Teachers use a variety of instructional routines through which students explore content with classmates in a variety of ways, including seminars, class discussions, pairs, and groups.
c. Content Framing Questions that begin and end each lesson. The recurring familiar structure of the Content Stages helps students internalize daily goals and develop transferable habits, as well as ensures that students understand texts and build knowledge with a growing level of independence.
d. Sequences of Craft Stages focused on specific skills. Students practice writing and speaking, mastering tools with which to communicate content knowledge clearly.
e. High expectations. Learning goals are clear and measurable, and tracked through daily Checks for Understanding (CFUs).
f. Multiple scaffolds and extensions. These tools help teachers support all students in successfully accessing core grade-level content.
g. Help for students to organize their thinking. Individual Student Editions and journals are set up for written responses, vocabulary and word work, and reflection on knowledge.
h. Content presented through multiple modalities. These modalities include auditory, visual, kinesthetic, interpersonal, self-guided, and technological.
i. Student choice. Students have opportunities to choose the topic, process, and product, often with options of multiple texts as they pursue interests. As a result, all students are motivated to participate in and engage with lesson content.

Differentiation: The Wit & Wisdom learning design, especially its use of Content Framing Questions to structure lesson-level learning, supports a range of students in numerous ways, including the following:

a. Deliberate sequencing. Students build knowledge of each module topic by reading texts in a purposeful sequence. Students complete each module study with knowledge and skills that they can use to access grade-level text.
b. Predictability of structures. The predictability of the recurring Content Stages helps students develop habits of mind and provides a scaffold for reading challenging texts. Students use the Content Framing Question as an entry point to difficult texts.
c. Reading scaffolds. Organizing ideas from informational and literary texts establishes student understanding of the main ideas and plot points prior to the consideration of deeper ideas.
d. Focus on vocabulary and syntax. Students learn to read closely and discuss important passages, with particular emphasis on learning the meanings of essential content words and academic vocabulary, studying roots and affixes to grow capacity to discern word meaning independently, and dissecting phrases to reveal how syntax conveys meaning.
e. Exploration of content in multiple forms. Students explore print texts, visual art, videos, audio recordings, photographs, and maps to access module concepts and information.
f. Reliance on strong models. Students examine models of strong writing to understand how to craft effective sentences, paragraphs, and essays.
g. Frequent feedback. Students receive ongoing and explicit feedback from peers and teachers.
Math- Eureka Math²™ (partial description from Great Minds website)

Eureka Math²™ is a revolutionary math program designed to ensure that students move beyond rote memorization to build enduring math knowledge. It takes everything you love about *Eureka Math (previously known as Engage NY)*—consistent math models, rigor to support the productive struggle, and coherence across lessons, modules, and grades—and adds a new level of flexibility and accessibility as well as visibility into student understanding to make math instruction exponentially more teachable and engaging.

*Eureka Math²* classrooms look and sound different from other math classes. Every lesson includes opportunities for student discourse because peer-to-peer discussion helps students solidify their understanding of math concepts. *The Eureka Math²* digital experience was carefully crafted to further support discourse, giving all students an opportunity to access the learning and share their mathematical thinking with their classmates while also providing teachers with a window into student thinking. Whether with a partner, in small groups, or in a full-class discussion, in a *Eureka Math²* classroom you see and hear students sharing their mathematical knowledge. Students learn to think like mathematicians as they tackle tough problems and answer their own questions.

*Eureka Math²* is perfect for a school of the arts because it intentionally builds in STEAM lessons and connections to music and the visual arts. While students often think of math as simply numbers, we know that mathematics itself is an art—and math is a key element of artistic compositions throughout history. *Eureka Math²* brings that connection to center stage in every module by featuring a piece of fine art that has a connection to the math taught in the module. With this focus, the art provides a novel entry point for all learners to engage with and develop understanding of math concepts.

As students grapple with holes in their background knowledge due to school closures and interrupted learning due to the pandemic, *Eureka Math* offers a program to help address this challenge. They developed *Eureka Math² Equip*, a digital adaptive diagnostic assessment tool that helps teachers identify and address knowledge gaps by accelerating learning. *Eureka Math² Equip* helps ensure all students have a solid foundation before tackling the next challenge in their studies. Any holes in foundational concepts can be identified and addressed with ready-made micro-lessons that can be sprinkled throughout Tier 1 instruction or utilized during Tier 2 or Tier 3 math group time.

*Eureka Math* fits perfectly into the Premier Arts Academy’s commitment to standards-based grading. Every *Eureka Math²* module begins with Achievement Descriptors—a summary of the module’s learning objectives and guidance to measure proficiency as students progress through each lesson. With pre-module, formative, and summative assessments in digital, print, and observational formats, *Eureka Math²* allows teachers to identify and address knowledge gaps—while measuring growth—in individual students as well as across classrooms and cohorts.

Accessibility for ALL learners: *Eureka Math* has put into practice the latest research on supporting multilingual learners, leveraging Universal Design for Learning principles and promoting social-emotional learning, to ensure all students have access to grade-level content. Their instructional design, instructional routines, and lesson-specific strategies help teachers address learner variance. In-context margin notes give teachers guidance to help students with understanding, speaking, and writing English in mathematical contexts. According to Great Minds, “We believe that words shouldn’t get in the way of learning math. We've designed *Eureka Math²* with active consideration for the perspective of students who need support with reading, especially those with dyslexia. Students of all reading abilities benefit from the curriculum's consistent use of straightforward and concise language and from the visual supports built into all *Eureka Math²* student materials.” Attachment 2 contains curriculum maps for your review.
Social Studies and Science connections are already built into the ELA curriculum. In fact, they are an important catalyst for practicing reading skills in the Wit and Wisdom curriculum. Furthermore, students will interact with real-world scientific challenges and current event issues in their Challenge Based Learning projects that will allow for continued cross curricular connections and a deeper understanding of social studies and scientific topics.

See Attachment 2 for Course Scope and Sequence for Wit and Wisdom & Eureka Math. You will also find the Challenge Based Learning Implementation Guide with rubrics. We will work with our educators over the next year to develop effective STEAM lessons based on the Eureka math scope and sequence, IN Fine Arts Standards and the Next Generation Science Standards.

Primary Instructional Strategies

The primary instructional strategies at the Premier Arts Academy are Arts Integration, Challenge-Based Learning, & Small Group Leveled Interventions. Although the benefits to these strategies have been discussed earlier in this application, more detailed definitions and the best practices/non-negotiables for each one are outlined below:

**Arts Integration** is an approach to teaching and learning through which content standards are taught and assessed equitably in and through the arts. A content standard is chosen along with an arts standard, both are taught throughout the lesson/project and both are assessed equitably. Best practices include:

a. Content and Arts Standards are naturally aligned, taught and assessed equitably.

b. Students MUST have access to explicit arts instruction on a regular (at least weekly) basis, taught by arts educators.

c. Collaborative planning between content and arts educators is valued and scheduled intentionally.

d. Professional development for teachers and arts educators is provided in arts integration strategies and processes.

e. The entire school community (parents, organizations, businesses, etc.) are partners with the school in support of the approach.
**Challenge Based Learning** - An engaging, multidisciplinary approach that starts with standards-based content and lets students leverage the technology they use in their daily lives to solve complex, real-world problems. Challenge Based Learning is a collaborative learning experience in which teachers and students work together to learn about compelling issues, propose solutions to real problems, and take action. The approach asks students to reflect on their learning and the impact of their actions and publish their solutions to a worldwide audience. Best Practices in Challenge Based Learning mirrors the 21st century workplace:

a. Connect standards-based subject matter to 21st century content and skills

b. Work in collaborative groups

c. Use technology commonly used in daily life

d. Tackle real-world problems using a multidisciplinary approach

e. The teacher’s role is that of project manager or mentor.

f. Let students determine the direction of their research and solution.

g. Students have the opportunity to act on their solutions.

h. Share the results with the world

**Small Group Interventions: Daily Book Clubs and Math Groups**

Premier Arts Academy will be a place where all students will get the support or enrichment they need and deserve. We believe so wholeheartedly in this approach that we have built it into our daily schedule as a non-negotiable time to be spent on micro-lessons to enhance Tier 1 classroom instruction. Research supports this approach. Students who are struggling academically are proven to benefit from small-group instruction. An intervention for first-grade students struggling to learn to read showed that students who participated in group tutoring had significantly higher reading gains than students who did not receive group tutoring (Gilbert, et al., 2013). In another RCT, researchers in Canada found that elementary and middle-school students in foster-care who were assigned to small-group tutoring improved their standardized test scores in math and the reading skills of decoding and spelling (Harper & Schmidt, 2016). Similarly, the authors of a practice guide on interventions for struggling students produced by the Center on Instruction argue that “one of the most practical methods for intensifying intervention for highly at-risk students is providing small-group instruction” (Vaughn et al., 2007, p. 27). Best practices include:

A. Group into small homogeneous groups by analyzing assessment data.

B. Use a curriculum that addresses the components of reading instruction (phonemic awareness, phonics, vocabulary, comprehension, and fluency) and relates to students' needs and developmental level.

C. Implement this program three to five times a week, for approximately 20 to 40 minutes.
D. Build skills gradually and provide a high level of teacher-student interaction with opportunities for practice and feedback.

**Pupil Performance Standards:** We will utilize two main criteria in tracking student growth in preparation for promotion among grade levels and for graduating from our program: Portfolios and Standards Based Grading.

Portfolios will be an important aspect of tracking student growth over time. They will include representative work from each grade level along with reflection and consistent feedback from instructors. Portfolios are truly assessments that encourage deeper learning, self-reflection, and authentic opportunities for feedback. The many benefits of this form of assessment include:

*A Record of a Child’s Ongoing Development Over Time.* Portfolios contain examples of children's work at different time periods in a school year. For instance, you can take a photograph of a child's completed block structure in the fall, winter, and spring. Or a child can draw and file a series of self-portraits.

*Information to Help You Design Instruction.* Portfolios help you begin to construct a well-rounded and authentic picture of each child, so you are better able to plan your program to build on individualized strengths and support each child's growth.

*Children’s Involvement in Assessing Their Own Work.* As children participate in the portfolio process, they begin to reflect on and understand their own strengths and needs. This, in turn, helps them feel responsible for their own learning. Children also enjoy comparing examples of their past work with what they are doing in the present. You can help your children recognize their own progress by asking questions and commenting as they compare such things as drawings or photographs of math manipulatives, block structures, or writing samples. You might ask: "What can you tell me about your work?" "If you were to build this again, would you do it differently? What might you change?" "What was the hardest part?" "What was your favorite part?"

*A Method of Communication.* Portfolios are a collaborative effort involving teachers, children, parents, and often other family members too. They are great to share at family-teacher conferences. (You might want to involve individual children in these sharing times and together use the portfolio to illustrate efforts, progress, and achievement.)

**Standards Based Grading (SBG)** will be our method for tracking mastery of content standards.

When implementing SBG with fidelity, students are intrinsically motivated and have ownership of their learning. Students can focus on mastery and understanding in a standards-based classroom without constantly worrying about getting the most points. They become more motivated to really comprehend the material, so eventually, you’ll hear fewer questions like, “Will this be graded?” and more questions that will help them gain a deeper understanding of the skills and concepts they’re learning. Benefits of SBG include:

*Student Ownership Over their Learning:* For students to have ownership, learning targets should be presented in student-friendly language to support student understanding of learning goals. When rubrics are incorporated, students have a better grasp on the path to success and can easily self-assess and reflect on their own progress. This self-direction paired with focusing their efforts and choosing their activities leads to ownership of their learning.

*Instruction is more relevant:* In traditional classrooms, you often see teachers routinely presenting curriculum to students—one whole group lesson after another. Sometimes, this is the best method, for example, in an introductory lesson when everyone needs to receive the same information. Over time, though, since students learn
at different rates, there will be some who are bored because of the slow pace and some who are confused because they’re struggling to keep up. Alternatively, in classrooms that employ standards-based grading, teachers better understand student mastery: what it looks like and where students are on the scale. At any time, they can identify the students at a level 3, 2, or 1, so they can offer assignments that are appropriate for that level. Students at level 1 receive practice and activities to help them reach a level 2, and so on. This type of differentiated learning makes lessons more relevant for students, leading to positive learning experiences and a greater interest in school.

*Teachers provide effective feedback:* Quality feedback can improve and accelerate student learning. Rather than simply seeing a score of 90% or 7/10, students receive direct feedback on the skill used or task performed so that they understand where they need to focus their efforts in order to improve. Teachers can also use this feedback opportunity to enhance instruction since they can see if the majority of the class is having difficulty understanding a standard.

*Grades have deeper meaning:* Students understand why they receive each score. They get a breakdown of how they performed on each standard that details their level of proficiency. Students and parents appreciate being able to track performance so thoroughly, rather than receiving a vague letter grade with no explanation and questionable value.

*Teachers and students are held accountable:* Curricular goals through clearly identified learning targets and proficiency scales are clarified at the beginning of the class, so the teacher knows exactly what they are expected to teach. Using consistent formative assessments, teachers and students can track how well they understand the learning targets and adjust instruction as needed to ensure proficiency.

It will be the policy of the PA Academy that students will experience and have their performance be measured against grade level appropriate content. The pupil performance standards for the PA Academy are the Indiana State Content Standards complemented by the Indiana State Fine Arts Standards (that mirror the National Fine Arts Standards), and attainment of the 21st Century Skills presented in Attachment 4. Successful demonstration of the Eighth Grade Indiana Academic Standards will serve as our exit promotion criteria along with student portfolios that contain artifacts demonstrating their attainment of the Fine Arts Standards and of 21st Century skills. Attainment of these performance standards will be measured in a variety of contexts multiple times each week through classroom assessments, project rubrics, and standardized formative tools related to the NWEA MAP progress. Parents will be informed monthly of these measures as they relate to grade level expectations. Summative reports of completion by grading period will be provided to parents at the conclusion of each 9-week grading period.

Following the spirit and requirements of HEA 1367, PA Academy is committed to assuring that our students are reading proficient by 3rd grade. If a student does not pass IREAD-3 in their third-grade year, this student will be given access to the curriculum of promoted peers, will receive more intense instruction in reading through daily book clubs, will be required to attend summer school, and will continue to participate in IREAD-3 until they pass or age out.

Research consistently asserts that students who are retained at any time in their schooling are more likely to drop out. However, in rare situations where parents and school personnel believe a student would benefit from additional experiences and opportunities to mature by repeating a grade, a student support team will consider the data and recommend what they believe is in the student’s best interest. Similarly, if a student is showing exceptional advancement in all areas of growth, a student support team may consider accelerated promotion. In either case, the
principal will consider the recommendation and make a determination. Due to the multi-aged instructional opportunities built into all instructional programming, it is anticipated that this kind of decision will generally not be needed. Please see Attachment 4 for a complete set of PA Academy’s proposed learning standards for the 8th grade along with standards alignment studies for both Wit and Wisdom and Eureka Math.

**School Calendar and Schedule** You will find our proposed school-year calendar in Attachment 5. The beginning of school, recess breaks, and end of school mirror that of our surrounding districts. This is important for the convenience of families who may have siblings in different schools. You will notice 7 built-in e-learning days that are earmarked for continued professional development for our faculty & staff. These days will be carefully planned and will include staff culture-building activities along with expert professional development that will build our teachers’ capacity in our key instructional strategies. E-learning days for students will be an exciting opportunity to extend their learning through proven digital resources and creation tools. These days will NOT be wasted; rather they will be important practice for self-directed learning, meeting deadlines, and utilizing 21st Century Skills and technology. In northern Indiana, we can also expect a snow/cold day here and there. We intend to make those days e-learning days as well. You’ll notice we’ve already set the dates for our Community Expo events and Parent Teacher Conferences so they can be advertised from the very beginning of school and to emphasize their importance to the school model. There are 180 days of school as required by the state, 7 E-Learning Days/Staff Development days, 1260 hours of instruction, and 75,600 minutes of instruction.

In Attachment 5 you can see our weekly master schedule, breakdowns of our rotating groups, our Early Release and Late Arrival Schedules, along with a sample teacher schedule. These documents should help to illustrate how we have built our core educational pedagogies directly into our schedule. They are at the heart of what we do, not layered on top as an afterthought. School begins every day at 8:30am and ends at 3:30pm, giving us a full 7 hours with our students each day. There are 120 minutes of literacy instruction each day that utilizes Social Studies and Art Connections and 90 minutes of Math that utilizes Science & Art concepts to catalyze student interest. Our students will spend an hour each day in their Challenge-Based learning groups that put their knowledge to work in creative problem solving and where 21st century skills are emphasized. PA Academy kids will spend 45 minutes in concentrated fine arts instruction each day as well. Every Friday will be an early release where students get out at 2:45 rather than 3:30. This allows for the classroom teaching staff and the fine arts staff to have collaboration time weekly from 3-4pm. This is one of the best practices of Arts Integration and absolutely integral to strong classroom practices in this teaching strategy.

**School Culture** Much of our philosophy on school culture is focused on the work of Fred Rogers and the Fred Rogers Institute. Possibly no other human on the planet was more skilled at helping children feel psychologically safe, in promoting curiosity, and in utilizing brain science to teach children effectively. Brain development and educational outcomes flourish when children feel emotionally and physically safe, when they know they have adults who care about them, and when they are challenged in their learning. Positive school climate can improve students’ academic achievement, attendance, engagement, and behavior, as well as teacher satisfaction and retention. Our school climate involves everyone connected to the school—students, teachers, support staff, administrators and parents—and almost all aspects of their experiences in school—from how teachers address students to whether the school building is kept clean. We will work toward the following 5 school culture goals:

1. Build Strong Relationships
2. Share our passions with each other.
3. Set the scene for success.
4. Everybody plays a part.
5. Acknowledge and address the realities of a child’s life outside of school

There is no one way to create a school culture that will supersede the personal and academic challenges of our student population. The solution exists in the collaboration of multiple perspectives, bringing expertise and commitment to a shared educational vision in which each child is given equal opportunity to succeed through inspiring and engaging lessons taught by inspired and engaged teachers. We intend to build a school that honors the passions and cultures of our students. We envision the PA Academy as a community hub, a place where parents, teachers, and students gather to create a positive learning community in which the realities of a child's life outside of school are not ignored but acknowledged and addressed.

Each of our 5 school culture goals come with action items to achieve them. We will utilize the Simple Interactions Framework from the Fred Rogers Institute to work toward building strong relationships between staff and students, staff and administration, and staff with each other. Simple Interactions is a partnership between the Fred Rogers Center, the Harvard Graduate School of Education, and the University of Pittsburgh. Fred Rogers believed that human relationships are essential to children’s development at any age. Through television, Fred provided and modeled the kind of human relationships that fostered trust, provided support, and inspired respect. Fred’s message to parents and professionals alike is that they are already capable of building and sustaining a beautiful relationship with the children in their care. The Simple Interactions approach, developed by Dr. Junlei Li, is grounded in this particular aspect of Fred’s legacy as well as in the convergence of developmental theory and research evidence. This work reaffirms the importance of human interactions in children's lives. The approach is based on the understanding that the “active ingredient” in a child’s growth is the developmental relationship between the child and another human being. The basic building blocks of such relationships are the day-to-day interactions between children and the adults who teach and care for them. Simple Interactions engages children’s caregivers through strengths-based, practice-focused, and community-supported learning sessions. By using the 1-page “Simple Interactions Tool” along with professional development and learning sessions based on authentic field videos, professionals build and sustain a “community of practice” across a wide range of child-serving settings. All of our staff from teachers to paras, to food service, to custodians will be trained in this approach because any adult in the school can make or break the day of a child. Being intentional about utilizing this research-based framework will give our staff and students a common language in creating healthy, productive conversations and relationships.

Fred Rogers believed that “attitudes are caught, not taught.” He goes on to say, “the best teacher in the world is the one who loves what he or she does, and just loves it in front of you” (Behr & Rydewski 25). At the Premier Arts Academy our staff, students, families, and community members will be invited to share their passions with each other. Whether it’s through intercultural exchanges like the taste of the PA Academy where families are invited to share food, art and music that represent their culture or through our Arts in Action classrooms where community artists are invited to share their craft with the students, passion will be a key ingredient of our school culture.

Each day we will intentionally set the scene for success with the implementation of morning huddles. How we begin our morning sets the tone and our attitude for the day. Morning huddles are a powerful way to create a positive classroom culture where our students feel safe, motivated, and ready to learn. Morning huddles are intended to be informative, inspiring, and upbeat. Consistency is key; they will quickly become a morning ritual that will have a huge impact on our school’s culture and will help set up our students’ day for success! Best practices include:
A. Keep your morning huddles short, sweet, and to the point (no longer than 15 minutes).
B. Greeting – Set the tone and model the process by welcoming, thanking, and encouraging students to welcome each other.
C. Celebrate – Recognize students’ accomplishments from the prior day. Remember, what gets praised and rewarded will get repeated.
D. Sharing – Have students share (1) accomplishment from their prior day and (1) goal for their current day.
E. Morning Message – Share with your students the overall daily objectives and/or focus.
F. Get Them Pumped-Up! – Close your huddle by getting your students “pumped” for the day! Try a fun school chant or share a motivational quote.

Everyone will play a part in the overall well-being and operations of the school through the ambassador program. Every student will self-select the kind of ambassador they would like to be. We will have hospitality ambassadors that will be trained to give school tours and help during lunch service. There will be tech ambassadors who will be trained to trouble-shoot iPad issues (to serve at the tech help desk) and to assist in running the PA for morning announcements and school assemblies. There will be Community Expo ambassadors who will assist in setting up for and volunteering at our Community Expos. This is just a few of the possible ambassador roles we envision. Students will also have the opportunity to propose a new kind of ambassador and define their job descriptions as needs arise. Faculty & staff will self-select the ambassador group that they would like to supervise and parent volunteers will be incorporated into the fold of each group as well. Parent ambassadors from our Parent Advisory Council will also help to recruit new parent volunteers, welcome new families into the school, and support our staff by volunteering time to assist with classroom prep (bulletin board, copies, stuffing information folders, etc.). This truly brings the school community together behind specific goals!

Acknowledging and addressing our student’s challenges that they encounter outside of our school’s walls are important pieces of the puzzle. We’ve created a position, The Parent and Student Support Coordinator, who will be our point person for connecting students and families with community resources. This person’s job is to form partnerships with social service organizations so that no kid goes hungry, without a coat, or without the mental health services/counseling services that they need. Further, the Parent and Student Support Coordinator will get to know our higher-risk students and those families that qualify for free or reduced lunch to better understand their needs and how we can help. This person will supervise our aftercare program (a crucial program for working parents). She will also create a Parent University program that will provide instruction on different issues related to parenting, ways to help their kids in school, and connect them to outside social service community resources.

Our school culture action items will be built into our orientation process. There will be opportunities before school starts, like the Back-to-School BBQ, and throughout the year at our Community Expos and Parent University programs to get engaged. We will build an orientation program that every student/family will experience regardless of when they join our school (even those mid-semester transfers). Families will be assigned a volunteer parent mentor to get them plugged into the school environment. New students will be assigned a hospitality ambassador to serve as their tour guide and buddy until that student starts to feel more comfortable in this new setting. We will take great care in being sure EVERY student and parent feels welcomed, informed, and plugged in to the school culture.

There is a science and an art to supporting all students. Students with special needs due to academic, linguistic or behavioral challenges will find the spirit of the PA Academy community to be caring and inclusive. They will also find that they are working with professionals who are prepared to use empirical information to design effective
interventions and support structures. The PA Academy will emphasize the importance of students doing their "personal best." As a school that celebrates performing as a core function, students will be supported in taking risks, appreciating the mosaic of strengths that everyone brings, embracing collaboration, and accepting that everyone has challenges. The PA Academy culture will be intentionally developed as an inclusive community where learning is the love language. There will only be celebration for doing one’s best.

With the cultural foundation in place, targeted responses to specific needs will be implemented. For a student with behavioral needs, staff will conduct a functional behavioral analysis and design a behavior intervention plan that teaches the student the social emotional skills that will lead to their success and supports them in that skill development. For a student with below grade level academic skills, staff will use data to hypothesize the root cause of the difficulty and match Tier II and Tier III intervention strategies to the cause. Intervention time will happen for all students in addition to core instruction so that everyone has access to personal challenges. For students who are learning English as a second language, exposure and practice will be designed based on the English level, pairing visuals with vocabulary for early learners and giving explicit English instruction for advanced learners. Staff will receive SIOP training so that they have the skills to include all students in the lessons, whether it is during skill development periods, performance activities, or project challenges.

Typical Day for a PA Academy Student: Student Arrival will take place between 8:15-8:30am. Each of our paraprofessionals will be on morning duty while classroom teachers greet students at their doors. 8:30am-8:50 am will be for our daily morning huddle. How we begin our morning sets the tone and our attitude for the day. Morning huddles are a powerful way to create a positive classroom culture where our students feel safe, motivated, and ready to learn. (Read more about this strategy in the “school culture” section.) Our next block of the day is reserved for our literacy block. Students will get to experience 90 minutes of a carefully crafted Wit and Wisdom lesson that utilizes Social Studies, Science and Fine Arts connections. That block runs from 8:50-10:20. Beginning at 10:20, students will move into their Book Club groups in different break-out locations across the school. This is our 30-minute all-hands-on-deck small group interventions and enrichment time that will utilize micro-lessons and high-interest literature to boost reading skills or extend and enrich the curriculum for our high-ability students. There is 5 minutes of movement time built in on either side of this block. Students will then move into their Lunch/Recess/Math groups rotations (see breakdown on schedule). Students will spend 30 minutes in each rotation. To avoid any confusion, students will wear ID lanyards that have their class schedule/locations on the back. That way kids can reference it if they forget where they should be going or any adult in the building can help them navigate to their next rotation. PA Academy students will return to their homerooms after the Lunch/Recess/Math Groups rotations for STEAM time. During this time, teachers will utilize the Eureka Math² curriculum to integrate Math, Arts, and Science all while utilizing varied technologies. STEAM lasts for 60 minutes. Next, students will move into their Challenge Hour Groups. These will likely take place in a different location than their homeroom class as they will be multi-age groups. Facilitated by teachers and assisted by paras, students will dive into the Challenge-Based Learning framework to apply their many skills and their varied knowledge to solve real-world problems. The last hour of the day is the perfect time to offer our Art in Action Fine Arts classes. As described previously, the art in action time will be a carefully curated survey of fine arts topics for our lower elementary students. Upper elementary kids will have the opportunity to choose their major and receive daily focused instruction in that discipline during Art in Action. Please note that homeroom teachers and paras will have prep time during the Art in Action period. As this is the last period of the day (2:30-3:15) students will end their day with a fun and engaging activity. Students will head back to their homerooms for their end of the day huddle and to prepare for dismissal. Dismissal takes place from 3:30-3:45 and our teachers are technically off-contract by
4pm. Our After School Conservatory lessons, clubs and after care will begin at 4pm and continue to at least 5:30pm.

**Typical Day for a PA Academy Teacher:** Teacher PLC meetings begin at 7:30am and run until 8:15am every morning. These PLC groups will rotate on a predetermined schedule to allow for thoughtful agendas and an effective use of time. This is also when our Special Ed teacher of record will rotate to discuss students who may need additional interventions. We are determined to make sure this time doesn’t get eaten up by any other meetings. PLC time is integral for teacher collaboration and the best possible outcomes for our students. Teachers will then report to their classrooms to greet students during morning arrival (8:15-8:30am). Para professionals will be on morning duty greeting the car line and shepherding students into the building. Morning huddles will start the day in the classroom with 5 minutes reserved for the morning news show produced by our middle school students. Teachers will then transition their students into the literacy block of the day beginning a lesson from the Wit and Wisdom curriculum. These lessons are designed to be 90 minutes. Teachers will have 5 minutes to move their students to their Book Club locations. During Book Clubs, teachers, paras and admin will all be responsible for leading micro lessons utilizing high interest reading material to reinforce concepts for struggling students or to extend learning for our more advanced students. There is another 5-minute transition time after book clubs into the Lunch/Recess/Math Groups rotations. If this is a 1st grade teacher, he/she would drop students off in the cafeteria for lunch and then have their own 30-minute lunch break. Then the teacher would pick up students and take them to their Math Group locations for a 30-minute leveled lesson to reinforce or extend the math curriculum. The last of the three midday rotations would find this teacher on recess duty with her class. After recess and bathroom breaks, the teacher and her class would be back in their homeroom for a 60-minute STEAM class that utilizes the Eureka Math curriculum as a jumping off point for science, technology, and art connections. The teacher would then help her students transition to their Challenge Hour groups where she will lead a group of students through their CBL projects. The last period of the day is our fine arts survey hour called Art in Action. She will take her students to their Art in Action teacher and then utilize these 45 minutes as a prep period. At 3:15 she will collect her students for the afternoon huddle and dismissal at 3:30pm. The contract day ends at 4pm; however, there will be opportunities for added stipends connected to afterschool programming.

**Supplemental Programming:** Summer school will be offered to reinforce literacy & math skills and standards. Studies show that any less than three weeks of three hours a day of summer school remediation results in far less growth among students. So, our program will at the minimum be three weeks of 9am-12pm classes. The beauty of standards-based grading is that we will know exactly where each student has gaps in content mastery. A laser-focused approach on building capacity in the standards that were missed will be a much more effective approach than a general summer school session. Classroom teachers will recommend students for summer school who didn’t meet proficiency in at least 70% of the standards in ELA and Math. Any 3rd grade student who doesn’t pass iRead will also be recommended for summer school. It’s important to note that remediation and support does not have to mean skill and drill, boring activities. Our summer school classes will incorporate many of the same teaching strategies we use throughout the year that encourage student engagement, but with a more laser focus on specific standards. We will utilize funds provided through the IDOE to pay for summer school.

We will also offer summer enrichment opportunities in the fine arts. We anticipate many of our students will elect to participate in our fine arts camps throughout the summer as they will include performance opportunities, field trips, and likely training from an artist in residence. We will make every effort to keep our camps affordable; however, there will be a tuition fee associated with participating. As always, we will be sure to set aside some
philanthropic dollars to cover camp scholarships for those families that qualify. We will also provide volunteer opportunities for parents that can reduce or remove the cost of camp for their child(ren).

We will offer a full range of after school activities. First, we intend to offer Encore Club that will be a very affordable after-care opportunity for working parents. Encore Club will be like the “ENCORE!” of the school day and will include homework help, crafts, games, partner programming (e.g., Wellfield Botanic Garden, Elkhart Public Library) and snacks. We intend to offer Encore Club every week that the school is open and on e-learning days for families that may not have another childcare option. Our paraprofessionals will run Encore Club on e-learning days. This safe, educationally enriching place for students to be after school will be a welcome program for families.

We will offer a whole range of clubs that students can opt to participate in. Some ideas from our kids focus group include Art Club, Musical Club, Yoga Club, Board Game Club, Robotics Club, Makerspace Club, and Media Club. As part of the teacher contract, every teacher will be asked to lead at least one club throughout the year. They will run once per week for 9 weeks, changing at each grading period. Although there may be a small club fee associated to cover consumable supplies, they will be mostly free.

Our conservatory program will offer private and small group voice, instrument, dance, and acting lessons. Instead of parents having to pick their kids up from school and driving them to a dance studio or across town to a piano lesson, kids can remain at school and receive that personalized instruction right there. The prices for these programs are commensurate with other private lessons and dance classes in the area: $24/week for a private lesson or $20/week for a group class. Conservatory lessons are once a week and are registered for a semester at a time.

All the strategies outlined in our school culture section speak to the many ways we will be supporting student mental, emotional, and social development. The simple interactions framework, morning huddles, having a Parent & Family Support Coordinator, providing opportunities for every child and parent to play a part in the school community and the student ambassador program are all key to supporting the social-emotional health of our students. One additional staff member that will be focusing on this aspect of student wellness is our School Counselor, Ashlea Harrington. Ashlea is currently a Premier Arts staff member but holds a degree in child psychology and is pursuing certification in school counseling. She will serve as our part-time school counselor and part time conservatory director. She will devote her time with students to lead small groups, work on conflict resolution techniques, and to design workshops that address harmful trends that she is observing among our students.

**Special Populations and At-Risk Students:** Schools are responsible for hiring licensed and endorsed special educators pursuant to law. School personnel shall participate in developing Individualized Education Programs (IEPs), identify and refer students for assessment of special education needs, maintain records, and cooperate in the delivery of special education instruction and services as appropriate. The school corporations surrounding the location of the PA Academy typically serve a population of students that include 17-20% students with special needs and about the same range for students with limited English proficiency. PA Academy is prepared to meet the needs of all students.

**Student with Special Needs:** For most students with disabilities, the least restrictive environment is the general classroom setting. The teachers at PA Academy will be trained on instructional systems where they can differentiate the learning outcomes for students while they give all students access to grade level contexts and experiences. The teaching staff will receive the IEP at-a-glance documents and Section 504 plans and will be provided systems for tracking so that accommodations and supports are being provided as promised in those plans. On a weekly basis,
The special educator will participate in each team meeting to review the progress of the identified students and ensure that the instructional strategies are occurring as designed.

About 60% of students with IEPs are students with language and speech impairments (LSI) and about half of those students are LSI only. It is the intention of the PA Academy to hire an SLP who has expertise in inclusive therapies and understands the relationship of speech and language impairment to academic performance. We would like to leverage that expertise to allow the SLP to provide consultative support to all teachers on how to integrate language development in teachable moments. We also plan to include the SLP with instructional groups during Tier II and III intervention time. If the speech numbers do not justify a full-time person in this position, we would like to hire an SLP who could also provide leadership in reading instruction or MTSS.

The PA Academy has no reason to expect a differently proportioned student population than what the traditional public schools in the area serve, so it is possible that we will get one to three students with very involved disabilities for every 100 students we serve. We may be privileged to serve students with blindness or deafness. In these cases, we will seek a contractual relationship with the local special education cooperative, Elkhart County Special Education Cooperative (ECSEC), to access teacher of record services so that these students can engage fully in what the PA Academy has to offer.

High ability populations in neighborhood schools have possibly been over-identified at 15% and have included students who have standard scores in the 70th percentile. Unlike special education, where the label travels with the student, high ability designation is a local determination. It will be important that the PA Academy establishes a system of high ability identification that is valid as allowable by the IDOE. Students who are truly high ability are those who need challenges beyond what the general curriculum has to offer. This means that they may need access to a multi-age group that is tackling a complex real-world problem at a more advanced level of comprehension. This is already built into our daily schedule during Challenge Hour. It may mean that the student is given choices that have greater rigor at a faster pace or at a longer period of in-depth study. We intend to address these needs during our all-school book clubs and math groups. Often students with high ability have social-emotional aspects that need attention as well, like social skill development and organizational strategies. For this reason, an Individual Learning Plan, or ILP will be developed for each of our students with high ability. This plan will include the students’ visions for themselves, their strengths, the areas where they need support, and their expected academic progress.

A vigorous multi-tiered system of supports will be implemented across all grades. Foundational to any MTSS structure is the use of data to determine the intensity of the intervention that is needed based on the gap between how a student is performing compared to grade level peers. When the staff at the PA Academy analyze MAP data, they will be able to find groups of students who need to focus on specific learning targets. When the data from an individual student shows a pattern that is stagnant or is not responding to targeting instruction, the team will determine the adequate progress that would be needed given an appropriate amount of time. They will inform the parents of the intervention that they will be delivering and what can be expected after the intervention time. Given quality instruction and intervention, if a student is not progressing based on these projections, the MTSS team should discuss the possibility that the reason might be due to a disability.

There are 13 categories of eligibility for special education. Only three of these categories specifically require the existence of a cognitive impairment (TBI, MD, and CI). Four or five are physical conditions (BLV, DHH, DB, OI and sometimes OHI). We are likely not to use the Developmental Delay category after an initial evaluation for
students already in elementary school. Most LSI identifications occur in the primary grades. The majority of identification considerations focus on Specific Learning Disabilities, Emotional Disabilities, Autism, and Other Health Impaired related to Dyslexia. In these high incidence categories, particularly SLD, there is much subjectivity related to many variables including the instructional experiences. That is why it is so important to have a sound system of data analysis and intervention to use in the consideration of the root cause of the student’s difficulties.

PA Academy intends to contract for educational evaluation services either with the local special education cooperative or an independent licensed school psychologist. However, in each case, the PA Academy will have provided several preventative measures and collected meaningful data that will be useful in an accelerated timeline of 20 days, as required after a coordinated early intervention process.

Some students will come to the PA Academy with IEPs already developed, and those IEPs may be written from the perspective of rigid programming of a large system where a label often leads to a placement rather than the needs driving services. To ensure a continuum of services, we will review each IEP and invest in move-in conferences before the start of school to better understand the core need and then determine how we can first meet that need in the general setting. It is our intention to make sure no students are pulled out during Tier 1 instructional time. We want all our students to have access to the differentiated, rich, engaging lessons during our Literacy and STEAM blocks. All students will break out into needs-based groupings during our daily all-school book clubs and math groups. Micro-lessons and skills support for our students in need of Tier II and Tier III remediation and expansion and enrichment for our high ability students can all happen during this regularly scheduled time without stigma or embarrassment attached.

Needs that exceed the capacity of the existing classroom staff will first be addressed in a push-in model, where the services and support are added to the classroom. We anticipate that most situations can be addressed by increasing the capacity in the general setting rather than removing the student to an exclusionary setting. That being said, we expect there will be times when a student has a need that is not best met in the general setting, as an example - in the area of behavior and emotional development, so we anticipate utilizing behavior reinforcement schedules and brief reset sessions to get the student back on track in the general classroom.

The law requires that progress on IEP goals is reported with the same frequency as progress is reported for students in the general education program. Typically, that translates to reports going home with report cards at the end of the term. However, at the PA Academy, it is our intention to have monthly progress reports for all students using a philosophy of goal setting that parallels the IEP format. Monthly reports may alternate between subjects and give multiple benchmarks for projects across several weeks. For most students without IEPs, goals will follow the natural grade level progression with some opportunity for some personalization. For students with IEPs, goals will be written to give the student access to grade level standards. In both cases, students and their parents will have monthly feedback on goal attainment.

As an example of how an IEP could be aligned to general education for the purpose of reporting progress, let's say that a 4th grade “I CAN” statement one month is “I CAN COMPARE AND CONTRAST BOOKS and PLAYS written on the same topic.” Let’s say that a student with significant disabilities has an IEP goal that reads, “Jessie will use his assistive device to identify things that are the same.” In this case, the general education student may submit a writing piece that is graded using a grade level rubric with 5 levels. Jessie may see the same play and look at a simplified picture book of the play, and then indicate the things in the book that were also in the play. Jessie and his parents would be informed that he was able to find four similarities out of five opportunities, for example.
These goal setting documents, along with our standards-based grading rubrics will illuminate for parents in a much more concrete way the progress their child is making. This will also be a more consistent benchmark for teachers to check in on gaps that may need to be addressed sooner than if they were waiting to report at the end of the grading period.

It would be disingenuous to ignore the critical staffing shortages that are crippling the education industry. When it comes to staff shortages, special education is the canary in the coal mine, always being hit harder than any other area of expertise. The PA Academy is located in a region where an individual can make six figures assembling recreation vehicles. Only 3 miles north is the Michigan border where the Governor there just announced that anyone with a high school diploma could substitute teach. That being said, we plan to be extremely successful in staff recruitment. First, we have identified talented individuals in the area whom we will court with the vision of what this school will become. We know that this new start will be invigorating and life-giving for these individuals. Secondly, our partner, IN*SOURCE, has connections with the three local universities and has experience collaborating with them to establish a feeder pipeline from student teaching to employment. The IN*SOURCE Executive Director, Dawn McGrath, is our Special Services Consultant and has a great deal of experience in Special Education Services including serving as the Director of Special Ed for the State of Indiana earlier in her career. Thirdly, we have a good relationship with the special education cooperative where we believe we could contract to augment our staff as needed. Lastly, we intend to employ a case management model where expertise is not concentrated in a few individuals but rather the entire program is managed with expert oversight that includes training all staff on how to deliver services in general settings.

**ELL Students:** We intend to participate in the use of the WIDA screener and the ACCESS assessment as required by Indiana Law. Identification is specified based on this instrumentation, so valid administration is paramount. All staff members will become SIOP certified through asynchronous participation in SIOP modules and through proficiency demonstrations during classroom observations. All students will be able to be reported as having access to qualified personnel. Key components to SIOP training include the pace of instruction, the pairing of concepts to visuals, and the opportunity for students to practice and engage in communication in the context of the learning environment.

Data from the local public schools show that students who are ELL tend to stall in their progress around level 4. The hypothesis for this is that interventions are targeted for the beginning learners and that their progress accelerates quickly using the basic tools of inclusion and targeted vocabulary development. However, level 4 requires more complex support and greater demands on the student to engage in order to learn. To address this, the PA Academy will stay focused on the progress of students in the upper levels of English learning and expect them to produce work that is commensurate with their expectations. Once students reach levels 5 and 6 with Access, they will be exited from ELL status.

Indiana requires schools to provide student data that includes the access that students who are ELL have to trained personnel. The state considers SIOP training as meeting that requirement. Once all staff have completed SIOP training, this indicator will be met all day every day for every student with an LEP.

**Students Performing Below Grade Level:** PA Academy intends to use NWEA’s MAP for Fall, Winter, and Spring benchmarks. This suite is selected because, as the website states, NWEA “provides teachers with accurate, and actionable evidence to help target instruction for each student or groups of students regardless of how far above or below they are from their grade level. It also connects to the largest set of instructional content providers,
giving educators flexibility in curriculum choices.” NWEA offers a component product called Skills Navigator that allows for student practice and the collection of formative data from week to week. NWEA also provides some predictive statistics on how students will do on state tests based on their scores on the seasonal tests. Additionally, teachers will use the “Instructional Connections” and RITT band performance indicators to plan for instruction and measure progress with classroom-based assessments. With this system, student needs will be measured and monitored, even when the student is performing below grade level.

Focused micro lessons that are leveled according to gaps students are showing in standard attainment are built into our daily schedule for both literacy and math. We don’t intend to wait until a student fails at the end of a grading period to address an issue; instead, this will happen daily. Both the Wit and Wisdom and Eureka Math curriculums offer digital assessment tools to identify holes in their foundational knowledge and mini lessons and practice items that can help to address those holes. We intend to take full advantage of all the tools at our fingertips to assess and address proficiency problems.

High Ability Students: The IDOE requires that students are identified for high ability using high quality instruments that measure both cognition and achievement. IDOE strongly supports CogAT for cognition and NWEA for achievement and additionally expects identification plans to include screenings at various grade levels, optimally for kindergarten, second, fifth, and eighth grades. Because NWEA will be used through all grades, it will be a great tool to use for the identification process each year in addition to the CogAt assessment intermittently. A student can be identified as English only, math only or both.

Once a student is identified as high ability, it will be important to triangulate data points related to state/national norms when students participate in the state assessments and the NWEA assessments. In one local school corporation, it was surprisingly noted one year that 15% of the students who dropped out of high school were at one time identified as high ability. This speaks to the critically important role of measuring not only a student’s ability but their persistent engagement in the program and their mental health.

Research suggests that high ability students have additional needs than many of their peers. The main needs are: choice, enrichment, advancement (change of speed and depth), authentic problem solving, and access to other students with the High Ability designation. The design of our curricular model actually addresses each of these needs through differentiated and connected instruction applied across content areas throughout the school day. Our Challenge Based Learning and Arts Integration strategies also provide student choice and authentic problem-solving opportunities. Our daily book clubs and math groups give students the opportunity to participate in small groups with their high ability peers twice daily for extension and enrichment activities.

There are also documented social emotional needs that may come with many high ability students, such as a need for implicit social instruction and social practice, mental health support around characteristics like perfectionism and frustration, strategies for staying organized, and transitioning. The development of ILPs (Independent Learning Plans) that lists those needs and actions plans to work toward goals can be addressed with the collaboration of the classroom teacher, the high ability teacher of record, and the school counselor. This allows the vision that the students have for themselves, and the parents have for their child to be monitored and realized through regular reflection on those goals with tangible ways to improve.

The IDOE requires LEAs to report the number of teachers who have high ability endorsements on their license. However, this endorsement is not a requirement to teach students with high ability in Indiana. It is our intention to provide incentives for teachers with their endorsement to join our staff and for those on our staff to get their high
ability endorsement. In the meantime, through our partnership with IN*SOURCE, we will be able to contract for consultation with the Executive Director who does have that endorsement. At various times in the schedule of professional development, all teachers will experience sessions designed to develop their competencies in teaching students with high abilities.

**Admissions Policy and Criteria:**

Premier Arts Academy’s admissions practices will comply with State law and applicable Federal laws, including Part B of the Individuals with Disabilities Education Act and Federal civil rights laws, including, but not limited to: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act of 1990. As a public charter school, admission will not be limited on the basis of intellectual ability, athletic ability, disability, gender identity, race, creed, national origin, religion, or ancestry, or any other criteria that would be unlawful. As per IC 20-24-5-5, the school will enroll any eligible student who submits a timely enrollment application except when the number of applications for a grade level exceeds capacity. If the schools receive a greater number of applications than there are spaces for students, each timely applicant will be given an equal chance of admission via a lottery process.

Although the Premier Arts Academy already has a captive audience of thousands of children, participants, audience members, and volunteers to advertise to, it is our intention to reach beyond the relationships we’ve already built to recruit families that may not yet know about this school option. We plan to hold recruitment pop-up events in strategically located host sites to inform diverse audiences about the opening and recruitment process of the PA Academy. We will have regular information nights where prospective families can tour the facility, meet the admin team and hear about enrollment procedures. Our marketing team is very experienced in media placement, social media outreach, utilizing multiple digital platforms, and in direct mail. Any good marketing plan has at least seven points of contact with prospective clients. We will flood the local market with information about the PA Academy through media appearances, bus tail ads, billboards, yard signs, social media geo targeting, and a comprehensive website. And this is targeted for people who aren’t already engaged in Premier Arts programming.

For current Premier Arts participants, we will add information about the school to every cast meeting, to every program ad book, and to the email blasts and social media accounts that already have a huge following. When sitting in the audience to watch a Premier Arts Show, audiences will hear or read about the Premier Arts Academy at least three times. First in the slideshow playing on the screen waiting for the show to start, second in the program book for the show, and third during the curtain speech at the beginning of every show. Craig Gibson, our Executive Artistic Director, is the host of a local TV show called *Hometown Living* that can be used as a platform to get the word out as well. Our PR consultant, Stephanie Krol, is incredibly talented at facilitating multiple media impressions for her clients. She knows how to craft effective messaging and is also an expert in crisis communications if we should ever need those services. Our patrons will not be able to ignore this new opportunity for our community’s children. Our complete marketing plan is included in Attachment 6. **Attachment 6** also includes our admissions policy, enrollment procedures, enrollment timeline, and information about our lottery and waitlist protocols.

**Student Discipline:** The staff and leaders of the Premier Arts Academy will collaborate to manage student behavior, recognizing that the responsibility for student behaviors lies with all school personnel, and the students themselves, of course. Capitalizing on the Academy’s Arts Integration curricular focus and recognizing the significant correlation between student behavior and student learning, a primary objective of the behavior plan will
be to reinforce the positive impacts that our academic curriculum delivers. Because the arts resonate with children, providing traction with students who might not otherwise engage, tapping the uniqueness and dignity of each child, and helping children develop the sense of self-worth essential for other learning to take root, those same effects should minimize student misbehavior as students are engaged in their learning, feel respected by other students and staff, maintain their own and the dignity of others, and promote self-worth that lessens any interest in distracting or dangerous misbehaviors.

The foundation of the Academy’s behavior plan will be a Positive Behavior Intervention and Supports (PBIS) program, focused on teaching and reinforcing the positive behaviors and routines that create and maintain safe and productive environments for classrooms and other internal and external school activities and locations. Complete implementation of a PBIS program is an elongated process that can only be successful with full staff and leadership buy-in, as well as regular processes for training, implementation steps, reinforcing and re-teaching behavior expectations, and monitoring ongoing behavior data that demonstrates improvements in student behavior or that highlights new areas of concern for staff to address.

A complementary component of the Academy’s approach to incidents of student misbehavior and issuance of disciplinary consequences encompasses restorative justice practices. Restorative justice empowers students to resolve conflicts on their own and in small groups, and it’s a growing practice at schools around the country. Essentially, the idea is to bring students together in peer-mediated small groups to talk, ask questions, and air their grievances. The collaborative learning, multi-age groupings approach to be utilized at the Academy will be very conducive to restorative justice practices.

We anticipate that once fully implemented, restorative practices will enrich campus communities, prevent bullying, and reduce student conflicts. And the benefits are clear: early adopting schools have seen drastic reductions in suspension and expulsion rates, and students say they are happier and feel safer. Incidents and students being handled in the Academy’s restorative justice practices will prioritize inclusion, bringing affected parties together, making amends, and reintegrating students into the classroom community as traditionally common pillars.

By focusing on both PBIS approaches—where positive behaviors are the main focus, with reinforcement, reteaching and reward systems built into common practice—and incorporating restorative justice practices to address those student misbehaviors that result in conflicts or bullying, for example, the student behavior plan for the Premier Arts Academy will be the antithesis of traditional, punitive student discipline plans. Our staff will be fully trained and will openly embrace their role to teach and reinforce positive behaviors as they know they can only achieve teaching and learning success for students when both areas are a prime focus in their professional practice.

Initial steps to building the PBIS program at the Academy begin with the formation of a PBIS building team. This team should be a broad representation of school staff and stakeholders, including possible representation from the Governing Board. The team will be charged with first developing the three to five positively stated behavior expectations that are consistent with the school’s culture and mission, and that will be expected of all students and staff. These expectations are elaborated on through a behavior matrix that is published and displayed throughout the campus, with specific forms of the matrix modified for specific areas of the campus, such as lunchroom or hallways, etc. The team will also prepare and present professional development for all staff in order to build capacity to teach behavior expectations to all students near the start of the school year. The team will also develop a professional development plan for re-teaching expectations later in the year, as well as planning reward activities and
reward programs that reinforce proper behavior expectations and remind students that their positive behaviors and contributions to school safety and culture result in appreciation and reward too.

Further work of the team will be to develop behavior response flow-charts that enable staff to consistently respond to student misbehavior, as well as fully understand which misbehaviors are major or minor, and the staff level at which they are addressed, i.e., which misbehaviors teachers handle immediately and directly and which misbehaviors are handled by the Head of School/front office. A later major component of the PBIS program entails a data system that monitors data related to student behaviors, such as number of office referrals; common misbehaviors in the school, correlated to other factors such as time of school day and/or place; or number of staff giving good behavior reward tickets, for example. This data both demonstrate the impact of the PBIS program and also allow it to evolve to meet newly identified student misbehaviors that the program needs to address. It also measures and manages the fidelity of the program implementation and staff ownership and engagement in making PBIS a success in creating a safe school climate and culture.

Here is a sample PBIS Behavior Matrix for a PBIS elementary school: (by Staff at Ottawa Elementary School, Buchanan Community Schools, 401 W. Chicago Street, Buchanan, Michigan 49107.)

![School Wide Behavior Matrix](image)

Though no PBIS program or even traditional school discipline plan can completely eradicate all student misbehaviors, and also because the possibility of more serious behavior transgressions is a reality for all schools at any level, the Academy has prepared policy templates that address those matters and lay out steps and processes for ensuring due process and legal compliance while also ensuring appropriate discipline consequences are meted out in order to maintain a safe and productive learning environment.

The Governing Board acknowledges that student conduct is closely related to learning and that an effective instructional program requires an orderly school environment, which is, in part, reflected in the behavior of
students. The Board believes that the best discipline is self-imposed and that students should learn to assume responsibility for both their own behavior and the consequences of their actions. The Discipline Policy Outline can be reviewed in Attachment 7.

Parent and Community Involvement: Our team held three separate round-table discussion events to engage groups of stakeholders in a focus group. The first discussion consisted of fifteen representatives from education, business, and youth-serving organizations. They brainstormed around the topic, “What are the strengths and weaknesses of the local education options and what can be done to help.” One of the exercises led us to create a profile of a graduate at each major educational transition. It wasn’t surprising that the group of business leaders, civic leaders, and educators in the room outlined the 21st Century Skills that are integral to workplace and career success. The focus group wants students leaving 8th grade (the culminating grade level of our school model) to pursue excellence, to be critical thinkers, to be confident collaborators, to be creative problem-solvers, to have grit, to demonstrate resilience, to have solid academic skills, and to be excellent communicators. Our leadership team added global awareness, civic literacy, and social responsibility. It was very apparent by the end of this conversation that this group was frustrated with the state of our local school options. Participants cited a lack of urgency to innovate and the lack of experiential learning that would improve their high school, post-secondary, and career outcomes. The ideas developed from this three-hour meeting were crystalized into themes and action items to be included in the development of our instructional model for the PA academy.

The second round table was with prospective parents. They brainstormed around “What they want in a school experience for their children.” The notes from that session led us to realize that parent representation on the board and access points for healthy collaboration and volunteer opportunities would be very important to the success of our school. We were also able to hear about their frustrations with their current school environments and were able to address those in our planning. They told us that they wished their children were as engaged at school as they are in their Premier Arts rehearsals and classes. We asked the parent focus group to analyze why their children seemed so much more committed to the rehearsal process than to their school work. The resounding theme that rose to the top was “relevance.” The kids can see what they are working toward when it comes to Premier Arts productions/classes. They are preparing to share their talents with an audience and will receive immediate feedback. They often unwittingly utilize skills they’ve learned from “school” and apply them in pursuit of their goals. Parents want these strategies employed every day for their children in their school setting, not just their extracurricular activities.

Our favorite round table consisted of school-aged children who brainstormed “their perfect school.” Although there were some pie-in-the-sky ideas like ice cream every day for lunch, there were also some very insightful points that can and will be incorporated into the operations and educational offerings of the PA Academy. For instance, one nine-year old girl explained her frustration with her current teacher when it comes to providing her a challenge in the classroom. This young lady regularly requests “more challenging work” from her teacher, a phrase she learned in her Montessori pre-school and Kindergarten experience. She said her teacher tells her she must do what everyone else is doing today because she needs extra help. She encourages the girl to be a “teacher’s assistant” and to offer help to kids who don’t understand the concept, but never offers her an additional challenge or enrichment of any kind. This insightful little girl points out that there are small groups of kids that are pulled out of class for speech or extra reading help, but no one is pulling her out to help her learn more. This is how the PA Academy daily Book Clubs were born. All students in the school will receive the support or enrichment they need and deserve in a concentrated “all hands on deck” approach. Every teacher, para, and administrator in the building will lead a leveled micro-lesson through high-interest literature.
We plan to seek a wider response to specific design and educational offerings by surveying local prospective parents and students. Premier Arts already has hundreds of students engaged in theatrical productions, lessons, group classes, and their student ambassador program, not to mention all their parents! We are lucky to have a ready audience of potential survey respondents who are our most likely future PA Academy families. We set a goal of 250 respondents representative of our county demographics in order to get a reliable data set. After analyzing results from those surveys, we intend to circle back around to the round-table engagement model to present the current vision of the school for feedback. We believe the reflective and evaluative process is never done and that the PA Academy will be most successful with the support and buy-in from all of its stakeholders.

**Engaging Parents:** The National PTA Association has several valuable tools we intend to utilize in order to strengthen the relationship between families and our school. PTA’s National Standards for Family-School Partnerships offer a framework for how families, schools, and communities should work together to support student success. To facilitate the implementation in local schools of programs, practices, and policies that are guided by the Standards, PTA has developed an IMPLEMENTATION GUIDE and an ASSESSMENT GUIDE/RUBRIC (SEE ATTACHED). The Implementation guide provides specific examples for each standard and myriad resources to train families and staff and to implement effective partner programs. The six core standards for this important relationship are outlined in the graphic organizer below and described here:

PTA’s National Standards for Family-School Partnerships:

**Standard 1: Welcoming all families into the school community**—Families are active participants in the life of the school, and feel welcomed, valued, and connected to each other, to school staff, and to what students are learning and doing in class.

**Standard 2: Communicating effectively**—Families and school staff engage in regular, meaningful communication about student learning.

**Standard 3: Supporting student success**—Families and school staff continuously collaborate to support students’ learning and healthy development both at home and at school and have regular opportunities to strengthen their knowledge and skills to do so effectively.

**Standard 4: Speaking up for every child**—Families are empowered to be advocates for their own and other children, to ensure that students are treated fairly and have access to learning opportunities that will support their success.

**Standard 5: Sharing power**—Families and school staff are equal partners in decisions that affect children and families and together inform, influence, and create policies, practices, and programs.

**Standard 6: Collaborating with community**—Families and school staff collaborate with community members to connect students, families, and staff to expanded learning opportunities, community services, and civic participation.
The National Standards Assessment Guide provides specific goals for each Standard, as well as indicators for measuring whether those goals are being met. There are also examples for each indicator to show what good practice looks like at different levels of development:

❖ Level 1: Emerging—Limited level of development and implementation
❖ Level 2: Progressing—Functioning level of development and implementation
❖ Level 3: Excelling—Highly functioning level of development and implementation

We will utilize this rubric as an opportunity for goal setting and assessment of our ongoing practices as it relates to our PA Academy families.

The school and families must share in the responsibility of preparing students for success. The Premier Arts Academy will introduce the “FIVE FOR ME” family engagement campaign to all prospective parents and guardians. As is the expectation for families that participate in current Premier Arts activities, five volunteer hours per family per semester will be championed. Premier Arts has a 90% completion rate among families for their current volunteer hour requirement. That is due to the up-front communication of that expectation and to the number of diverse opportunities to engage. Families will receive a badge with stars that represent their hours of service to the school. Families that earn extra stars will be eligible for incentives like free tickets to the next student showcase or front of the pick-up line passes. The list of volunteer opportunities will correspond with the 6 National Standards for Family-School Partnerships in an effort to keep our opportunities aligned with best practices. The chart in Attachment 7.5 describes several of our volunteer opportunities aligned with the National Standards.

Partnerships are the key to successful programming. None of us can break the cycle of poverty, provide the best instructional practices, and provide the support and enrichment our students deserve on our own. That is why we’ve sought out partnerships with several organizations and arts and culture venues across our city to enhance the teaching and learning of the PA Academy. The following list is just the beginning of the collaborations that will be created for our students! Attachment 8 includes MOUs from existing community partners.

Elkhart Public Library: Who needs to build a school library when you have the newly renovated Elkhart Public Library main branch two blocks from your front door? With dedicated children’s librarians who can provide literacy programming, research support, and access to print and online materials, Premier Arts Academy will prioritize this important relationship for our students. EPL staff are excited to partner with us in assessing Kindergarten readiness, in building up reading skills in our K-2 students both during the school day and in after-school programming. They are an excellent partner for summer and club programming as well. (See attached letter of support.)

Elkhart Health & Aquatics Center: Approximately ten blocks from the Premier Arts Academy sits the Elkhart Health and Aquatics Center. The facility is the result of visionary community leaders and donors as a place of health, wellness, and growth for Elkhart County residents. The facility includes a state-of-the-art aquatics center, indoor and outdoor common spaces, Beacon Health’s third regional Health & Fitness Center, an indoor track, and gym space. We will regularly utilize the Elkhart Health and Aquatics center for gym space, pool time, and meeting space. This is just one more way that Elkhart’s city center becomes an extension of the Premier Arts Academy campus.

Ruthmere Museum, Midwest Museum of Art and Wellfield Botanic Garden: We have three additional gorgeous arts & culture venues within a mile of the Premier Arts Academy. The Midwest Museum of Art is steps away from our school venue. In partnership with their curators, we look forward to bringing exhibits that enhance the curricular experience for our students and to use their gallery as a display space for student work on a rotating basis. Ruthmere
Museum brings history to life for kids, and their educational programming will be an important addition to the Premier Arts student experience. Wellfield is a gorgeous outdoor space that brings regular art installations, boasts a brand-new children’s garden, and provides volunteer docents for educational field trips and projects. These venues will be an extension of our campus as we intend to have regular trips, shared programming, and guests from their educational departments to our school. (Please see attached letters of support.)

The Lerner Theatre This 1920s-era movie palace turned performing arts complex features a 1,700-seat theatre and ballroom and hosts year-round performances, musical theatre, film, theatrical workshops and more. In the heart of downtown’s Arts & Entertainment District. The Lerner Theatre, an Elkhart landmark, is part of a revival, a new era for the arts, commerce and life in the heart of our community. The Lerner Theatre is a city owned and operated facility, built in 1924. With the completion of an $18-million-dollar renovation in 2011, The Lerner Theatre has truly put the “heart” back in downtown Elkhart. The Lerner is home to Premier Arts with our office and rehearsal space located in the basement of this historic building. The Lerner is currently an important partner to Premier Arts and will be integral to the success of the Premier Arts Academy as well. Although the school will not be located inside the Lerner, the facility will be used regularly for performances, rehearsals, meetings, and public expos. (See attached letter of support.)

IN*SOURCE: IN*SOURCE exists to help parents of children with disabilities navigate the complicated special education process in the state of Indiana. The firm helps to bridge the gap between schools and parents and strives to connect the dots that become the individual path to success for children with disabilities. Executive Director Dr. Dawn McGrath will serve as our teacher of record for special needs or high ability students, and she will consult on professional development, federal funds, and other special services. You can find her resume included with our leadership team. (See attached MOU.)

Educational Program Capacity: Our leadership team is an excellent combination of talents and experience to ensure success for the PA Academy. See chart of key positions below. Ashley Molyneaux has worked in all aspects of education, as a teacher, administrator, curriculum writer, and program developer. Craig Gibson is a gifted artist, community-motivator, and non-profit leader. His experience in building a loyal fan-base, encouraging thousands of people from ages 5-85 to participate in Premier Arts productions, and in creating a product that the community loves is incomparable. Kurt Weimer has all the logistical and technical experience to be a strong Director of Operations, but what is even better is that he is an educator too! So often the operations team of a school doesn’t fully understand what the educational leadership team needs. We will be lucky enough to start with a totally different level of collaboration between operations and education because Kurt is a wonderful balance of both. We are grateful to have the former director of Special Education for the state of Indiana, Dr. Dawn McGrath, on our team as a consultant for all Special Services. Ashlea Harrington, our school counselor, has a degree in child psychology and is an experienced arts teacher, vocal coach, and theater director. Tanner Smale rounds out our team with his marketing prowess and social media, video production, and outreach experience. Kids absolutely adore Tanner’s high-energy and theatrical talent (he is also an acting teacher). He will serve as our Director of Marketing and Student Recruitment assisted by Stephanie Krol, our part-time publicist who is an expert at infiltrating the local media markets with our message. We are still looking to hire a Dean of Students who specializes in trauma-informed practices and can add to the diversity of our team.

The biggest strength of our current governing board members is diversity; diversity of demographics (race, ethnicity, age, gender), diversity of experience (careers, education), and diversity of perspective (retired educators, parents, business leaders). They have one important characteristic in common; this board is full of community-
connectors, people who can overcome challenges that the school may encounter using their carefully cultivated relationships across sectors. One of our board members is a retired public-school educator, former deputy Mayor, and a current city-council member. The liaison from the larger Premier Arts board is a local philanthropist, avid volunteer, and public-school advocate serving as an integral member of two referendum committees. Having the parent perspective is integral to a strong board. Two of our board members have students that will attend Premier Arts Academy. Beyond their interest as a parent, they are also highly involved in the arts community. We still have three more board members to add to our team for a total of seven. We will continue to seek out engaged, diverse voices. Finally, we will have a student liaison to the board who will be elected by student peers to represent student interests at board meetings. You will find resumes and/or bios attached for each of our key leaders in Attachment 10.

<table>
<thead>
<tr>
<th>Name</th>
<th>Planned Role</th>
<th>Short Biography</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashley Molyneaux</td>
<td>Head of School</td>
<td>Ashley is an enthusiastic educational leader with more than a dozen years of experience in teaching, administration, and in creating high-impact educational programs. Through her professional experience, she has demonstrated her capacity as a leader, the ability to motivate faculty in the pursuit of increased achievement and has collaborated to build a student-centered culture of learning. Ashley co-founded and led the Elkhart Education Foundation to be named the #1 non-profit in Elkhart County due to the foundation’s exponential growth and positive impact on the local school district. Ashley will serve as the instructional leader for the Premier Arts Academy.</td>
</tr>
<tr>
<td>Craig Gibson</td>
<td>Executive Artistic Director</td>
<td>Founding Executive Director of the internationally recognized Premier Arts theater organization, Craig Gibson is a Muncie Indiana native who now proudly calls Elkhart home. He is an award-winning actor, director and writer who has given the gift of theater to our region for more than fifteen years. Showcasing local talent and sharing powerful stories on the stage is his passion. Children’s programming is an important hallmark of his work. Gibson is also known for inspiring the next generation of theater lovers by investing in young people through arts appreciation programming. Craig will serve as the artistic leader for the Premier Arts Academy.</td>
</tr>
<tr>
<td>Kurt Weimer</td>
<td>Director of Operations</td>
<td>Kurt Weimer is an award-winning band director and veteran music educator. As the music department chair, he ushered his faculty members through new school-wide initiatives, advances in technology, the merger of two high schools into one, as well as playing an integral role in the design and oversight of a new state-of-the-art music instruction facility. He served on the Indiana State School Music Association board of directors for six years as well as committees that redefined the rubrics used for ISSMA ensemble performance evaluations. Kurt retired from teaching in 2021 to focus on honing his project management skills and working with the PA academy design team. Kurt's role as Director of Operations will put him in charge of school logistics and facilities. His education background will allow for a deepened understanding of how operations can support the teaching and learning at Premier Arts Academy.</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Details</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Dawn McGrath</td>
<td>Special Services Consultant</td>
<td>Dr. Dawn McGrath has served as the Director of Special Education for the Indiana Department of Education, Director for Special Programs at Kokomo Schools, the Director of Secondary Education at Hamilton Southeastern Schools, and the Deputy Superintendent and Director of Special Education for Elkhart Community Schools. She earned her doctorate in special education leadership from Ball State University. Dawn will serve as our teacher of record for students with special needs and will lead the design of individualized instructional plans for our students. She has a great deal of experience in federal grant writing and the management and expenditure of federal funds. She will consult in both of those areas along with helping Ashley to develop a comprehensive and intentional professional development plan for staff (another of Dawn's many talents).</td>
</tr>
<tr>
<td>Ashlea Harrington</td>
<td>Director of Counseling &amp; Conservatory</td>
<td>Ashlea currently serves as the Director of Education for Premier Arts and focuses on the facilitation of private and group lessons as well as leading the student ambassador groups. Her degree in child psychology and years of experience working with students and aspiring young performers perfectly positions her for success in this role. During the school day, Ashlea will be responsible for working with staff to help students attain an optimum level of academic, personal, and social adjustment. She will design and implement our social emotional lessons for our class huddles. She will provide individual and group guidance to help students cope effectively with personal, social, academic, and family concerns. In the afternoon Ashlea will continue her work in designing and implementing the PA Conservatory Program where students can get professional instruction in the arts.</td>
</tr>
<tr>
<td>Tanner Smale</td>
<td>Director of Communications and Recruitment</td>
<td>It is important to have a plan for effective communication and student recruitment, and Tanner Smale is perfectly suited for this role. Tanner has served as the Director of Marketing and Communications for Premier Arts for five years. His enthusiasm for the arts and his energy is contagious. Tanner is also a bit of a local celebrity performing in lead Premier Arts roles regularly and is an often-requested emcee for local fundraising events. He will be an effective ambassador to inform prospective families about the PA Academy. His role will focus on all aspects of school communication for both current families, prospective students, and the wider community including but not limited to the website, social media, e-newsletters, and open house events.</td>
</tr>
<tr>
<td>Stephanie Krol</td>
<td>Public Relations Consultant</td>
<td>Stephanie Krol is passionate about using her public relations superpowers for good. She founded SKPR in 2006, bringing her global agency experience to her own public relations practice focusing on helping organizations tell their stories. Stephanie’s background includes a successful career with top agencies including Edelman, the largest independent public relations firm in the world, Matrix Partners and Public Communications Inc. She has counseled major corporations, brands and nonprofits — from General Mills, Unilever and Verizon to Rockwell Collins, Limited Brands and The University of North Carolina at Chapel Hill School of Medicine. Today SKPR specializes in helping entrepreneurs seeking to build business, nonprofits looking to raise awareness and companies on a mission to give back. She has a proven track record of helping nonprofits successfully launch fundraising campaigns, rebuild their reputations and tell their stories to meet and exceed their goals and ultimately expand community services.</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Biography</td>
</tr>
<tr>
<td>--------------------</td>
<td>---------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Arvis Dawson</td>
<td>Governing Board Member</td>
<td>Arvis Dawson taught middle school for thirty-one years before his retirement. He served on the City Council for twenty-one years and Deputy Mayor for eight years. As a board member for Indiana Black Expo Elkhart Chapter, he helped bring diverse educational programming to Elkhart for more than a decade. He was a founding board member of the Elkhart Education Foundation. A well-respected mentor and youth advocate, Arvis was instrumental in the re-imagining of the local community center. He currently serves as Co-Chair for the Vibrant Communities organization that focuses on quality of place in Elkhart County.</td>
</tr>
<tr>
<td>Beatrice Phillips</td>
<td>Governing Board Member</td>
<td>Beatrice Phillips is the Director of Business Development for Boling Vision Center. She is directly involved in the development, implementation, and tracking of the strategic business development plan, giving her plenty of experience to offer in strategic planning, goal setting, and results analysis. She is the parent of two preschool aged children who wants a different kind of teaching and learning for her kids. Bea serves on a number of philanthropic and business-related boards across the region.</td>
</tr>
<tr>
<td>Mindy Steele</td>
<td>Governing Board Member</td>
<td>Mindy Steele is a mother of two and an avid theater lover. A 2002 graduate of Purdue University with a degree in Special Education, she is keenly aware of the education process. Mindy is a life-long resident of our community and is eager to work with Premier Arts to create a learning environment that focuses on strong academics taught through the lens of artistic disciplines. The Steele Family recognize the enrichment and fulfillment participation in the arts can have on a child and want to help make that available to children of our community.</td>
</tr>
<tr>
<td>Elizabeth Bond</td>
<td>Governing Board Chair</td>
<td>Elizabeth Bond is the President of the Premier Arts Board, as an engaged community volunteer she has championed public school education for more than thirty years. Elizabeth attended Indiana University Bloomington and studied Biology. She returned to her hometown to raise her family and raise awareness for many local non-profit organizations including C.A.P.S (Children and Parent Services), The Boys and Girls Club and Elkhart Community Schools. Mrs. Bond was a member of the One Elkhart Movement, an effort to combine our two high schools into one and an integral part in the passing of Elkhart's first referendum.</td>
</tr>
</tbody>
</table>

**Head of School:**
A product of public schools, Ashley Boling Molyneaux developed a life-long love of learning & volunteerism through the influence of amazing teachers and her community-centered family! Ashley attended DePauw University for her undergrad education and excelled as an English literature scholar and avid volunteer. Ashley developed a heart for volunteering early in life as a performer for Kornerstone Kids, later touring with Pyramid Productions, a theater company that took the magic of song and dance to often “forgotten populations” at children's hospitals, nursing homes, special needs camps and high-poverty areas like Appalachia. She continued her work with this organization serving as the choreographer for both groups and as the director of Kornerstone Kids during her summer vacations from DePauw. Also, as a young woman in college, Ashley was honored to serve as the Executive Director of Elkhart's Junior Miss in 2002-2004, raising tens of thousands of dollars in scholarship money for deserving young ladies and winning program of the year for the state of Indiana.

After graduating from DePauw Magna Cum Laude as a member of the Alpha Lambda Delta Academic Honor Society, Phi Eta Sigma Academic Honor Society, National Society of Collegiate Scholars and DePauw University English Honor Society, Ashley spent two years working as an event planner in Chicago before returning to school
to earn her first master’s degree in education. Ashley earned her M.Ed. in Curriculum and Instruction from Loyola University Chicago and spent eight years serving as a high school teacher and administrator in Chicago-area schools. Through her professional experience as an English and Theater teacher, Director of Performing Arts, Director of Student Activities, English & Fine Arts Department Chair and Director of Curriculum, she has demonstrated her capacity as a leader and has collaborated to build a student-centered culture of learning. These myriad positions coupled with her M.Ed. coursework and second master’s degree from National Louis University in Administrative Leadership helped Ashley to assemble a valuable tool-box of instructional, supervisory, and leadership experience.

Ashley is an enthusiastic educational leader with the ability to motivate faculty in the pursuit of increased achievement. Ashley supervised twenty-five faculty members, mentoring them in effective teaching strategies and worked collaboratively to craft a comprehensive, rigorous, and coherent curriculum that is relevant to our diverse population of 21st century learners. Furthermore, as a Director of Student Activities, she managed the faculty moderators of forty-two school clubs and organizations while fostering student initiative and creativity. She extended learning outside the classroom into a wide-spread and relevant extracurricular program, which enables the diverse student population to build their skills and emerge as leaders in their own areas of interest. She is an expert “place-maker,” encouraging people to find their niche in whatever community she is creating at the time and cultivates a sense of pride in the pursuit of excellence that stakeholders want to be a part of.

Ashley’s experience in education led her to take a closer look at what was happening in her hometown school district, and she realized she could be of help! Ashley co-founded The Elkhart Education Foundation (EEF) to help fill the budgetary gaps that prevent all students from getting the extraordinary educational experience they deserve. EEF exists to provide innovative teaching grants to deserving educators, to provide funding support for highly engaging extracurricular activities that keep kids interested in school, and to implement special programming for students to assist in character development and becoming the citizens we want for the future of Elkhart. Ashley was voted by the board of directors to be the first full-time employee of the foundation and began her job as the Executive Director of EEF in August of 2015. After commuting from Chicago for her first year of work with the Education Foundation, Ashley, her husband Wes and their three children moved home to Elkhart to focus their efforts on improving Elkhart’s schools full time.

Ashley’s leadership at the Elkhart Education Foundation led the new organization to have a significant impact in a very short time. The EEF Innovative Teaching Grants introduced new technology to Elkhart students, supported project-based curriculum development, and served as the incubator for engaging new ideas from our educators. Extracurricular Grants have successfully removed many barriers to participation for our student-athletes and student-artists as well as provided much needed upgrades to equipment and opportunities for field trips and competitions. In just two years, EEF successfully re-imagined and renovated fourteen elementary school libraries with STEM learning centers, an infusion of technology and increased access to books and resources. Guest speakers sponsored by EEF like Holocaust survivor Eva Kor opened our students’ eyes to how they can engage in their own communities to fight for social justice. The professional learning center, designed and funded by EEF, is utilized every single day for professional development workshops for staff. The EEF Summerscape Day Camp program regularly serves more than 350 students each summer with high-interest curriculum and enrichment opportunities. EEF built four learning gardens providing students the opportunity to observe, discover, and experiment in nature. The Education Foundation, in partnership with Boling Vision Center, rolled out a mobile eye exam unit that is providing screenings, medical eye exams, and free glasses to more than 2000 students this year. With the Kindness to Prevent Blindness mobile eye unit, students will see their best so they can be their best in the
classroom. During the COVID school shutdown, Ashley created EdCamp, a childcare program for K-8 students that provided students a safe, educationally enriching place to be on their e-learning days. EEF offered twenty-five weeks of e-learning support, enrichment programs, food services and transportation while the schools were in a hybrid learning model. She supervised a staff of thirty-five youth workers and more than 300 students during EdCamp. In short, wherever there was a gap that needed to be filled, Ashley and the EEF team identified the issue, sold the vision, raised the funds, and implemented the programming to great success.

Ashley’s work in the Elkhart community was recognized as a Chamber of Commerce 40 Under 40 Award Winner. The Elkhart Lions Club honored her as Citizen of the Year in 2017. She was voted an “Angel Among Us” by the Goshen News and, under her leadership, the Elkhart Education Foundation was named the #1 Charity in Elkhart County in 2018 and 2019.

Ashley is committed to training with the Building Excellent Schools organization through their follow-on support offerings (See summary in Attachment 10). Our team has already registered for the National Charter Schools Conference this June. We will seek out any opportunity to learn how to be effective school leaders!

The resumes for the school leadership team outlined in the chart above are included in Attachment 10. The only position we have yet to fill is our Dean of Students (a position to be added in year 2). The job description is included in Attachment 10. We will start advertising for this position in January of 2024 to get ahead of any other admin positions in the area. As soon as the candidate is selected, we intend to start incorporating his/her perspective when appropriate as soon as possible even before an employment contract would begin. Positions such as the Director of Curriculum and Instruction and Director of Special Services will be added in later years as our student population warrants the additional positions.

Ashley Molyneaux will be working on the development of the school full time. Craig Gibson, Kurt Weimer, Dawn McGrath, and Tanner Smale will be working part time on this project as well. We have some philanthropic donations to assist in compensating these individuals and have applied for two different planning year grants for which we are awaiting award decisions.

Operations Plan & Capacity

Governance: Premier Arts is a 501(c)3 tax exempt organization. Attachment 11 includes our Articles of Incorporation, proof of non-profit status and tax-exempt status, and our bylaws with appropriate amendments. Attachment 12 is our signed Statement of Assurances.

Organization Charts: Attachment 13 contains our organization charts that show the school governance, management, and staffing structure in: a) Year 1; and b) at full expansion.

Governing Board: By law, charter school boards are held accountable by the authorizer, the state, the federal government, and the public to ensure that the school is operating in accordance with its original purpose and doing so in a responsible manner. A high performing charter school board focuses on student achievement, acts strategically, recruits an exceptional school leader, raises and uses resources wisely, and fulfills all compliance expectations, but it only manages two things: the school leader and itself. Charter school boards must manage themselves by investing in proven governance best practices regarding board composition, committee structure, meetings, and dynamics. Charter Board Partners developed a Best Practices Guide for Charter School Boards that is very
informative and helpful in establishing great board governance. The PA Academy board will utilize this document as a guide in establishing excellent board governance.

The Premier Arts Academy board will have seven members who serve on the governing board, two who represent the current Premier Arts board and five who are recruited for their specific interest in education and for their diverse expertise that will enhance the board’s effectiveness. There will also be a student ambassador to the board who will be elected by student peers to represent student interests at board meetings. Not all of our board members have yet been identified. The current members and their expertise were outlined in the chart on page 38. We already have board members with a great deal of experience in education, in nonprofit management, and in civic leadership. We would like to recruit additional board members who represent the demographics of our student population. We would like to also recruit board members with specific career experience: one with experience in finance, one with legal experience, and one with a background in marketing.

According to the Standards for Effective Charter School Governance (included in Attachment 14) from Education Board Partners, the six main best practices include:

- Focus relentlessly on student achievement
- Ensure exceptional school leadership
- Commit to exemplary governance
- Act strategically
- Raise and use resources wisely
- Maintain legal and regulatory compliance

The ways in which effective Charter Boards can implement action items related to these goals is outlined in the attached standards document that will be used as a benchmark document for our board members. The School Board members that have already been identified are introduced in the chart on page 38. You will find the Signed Board Member Information Sheets in Attachment 14.

Although two separate boards officially, the existing Premier Arts board of directors will work in concert with the Premier Arts Academy governing board in every way possible. The missions align and positive outcomes for both the traditional Premier Arts activities and the new school will benefit ALL. There will be two representatives from the current Premier Arts board who will serve on the governing board of the school in order to provide seamless communication. The other five members of the school governing board are being recruited for their interest in education and for their particular skill sets. The bylaws for Premier Arts have been amended to include their new relationship with the Premier Arts Academy. It wasn’t necessary to transform the mission as they already align with educational opportunities for youth. The governing board for the school will begin training as soon as the charter is approved and will continue indefinitely. The governing board will set the example of life-long learners and will participate in regular professional development opportunities.

Board members have been selected according to their ability to solve problems that the school may encounter along with their community connectedness. We wanted them to have an enthusiasm for innovative education and for the youth in our region. It was important to us that they appreciate the arts and the value of arts integration into everyday learning. We have a matrix of skills that we wanted to have represented on the board including a background in K-12 education, fundraising experience, legal, and financial. Further we wanted one or two of the founding members to be parents of future students.
Committees will allow the PA Academy board to operate more efficiently, since detailed work can be done within committees composed of a smaller subset of members. Also, since committees are typically staffed with members who have specific, content-rich expertise, more in-depth discussions and analyses can take place, resulting in well-informed recommendations to the full board. Those recommendations will then be presented to the full board for review and approval at regular board meetings. We plan to have a Finance (budget, review of monthly statements, audit), Executive/Governance (board recruitment, board evaluation, represents the larger board when necessary), and Outreach (marketing, publicity, fundraising, “friendraising”) standing committees. The PA Academy board will also use short-term, project-based task forces as needed. The committee structure will likely change over time as the board evolves.

To make decisions that best serve the school, students and the public, employees and board members need to be aware of possible conflicts and need to act in a very transparent manner. Some examples of an actual or perceived conflict of interest are:

a. Use of school resources or influence of school office or employment for private gain or advantage  
b. Acceptance of money or valuable gift from anyone other than the school in relation to regular official duties  
c. Employment or financial agreement with a business which has a relationship with the school  

We realize that sometimes the perception can be just as damaging as an actual conflict. These are steps that will be taken to mitigate the conflict:

a. All employees and board members must disclose conflicts of interest or potential conflicts of interest annually in writing to the board chair. The voting board will sign an acknowledgment of the PA Academy Conflict of Interest Policy annually (See Attachment 15).  
b. Voting board members will recuse themself from the vote if a relationship interest exists with a vendor.  
c. The voting board will regularly review a listing of current vendors the school use and discuss any potential conflicts.  

At this time there are no actual or perceived conflicts of interest that we can identify.

Increasing Board Capacity: Having the right skills and experience around the board table is essential to effective governance. The Premier Arts Academy board needs the right mix of people who bring the skills, perspectives, experiences, and networks the board needs to achieve its goals. The National Charter School Resource Center developed the Charter Governing Board Composition Toolkit that counsels board members in the art and science of recruiting new, diverse, engaged voices for your board of directors. The Toolkit suggests that we first build a strong governance committee since its members are responsible for designing and running the board member recruiting process. Next, it suggests creating/reviewing key recruiting documents and the interview process. Before the board launches the recruiting process, it is critical to prepare. Boards need to share key information with candidates such as a Board Member Agreement and Bylaws in the interview process. Approaching candidates prepared with this information demonstrates that the board is organized, efficient, and transparent. Third, it’s important to determine the board composition needed to achieve the board’s goals over the next three years. Next, we must assess current board composition and set priorities for experience “holes” we need to fill on the board. Finally, we will start recruiting through strategic conversations and interviews. The recruiting preparation and recruitment will begin immediately after receiving approval of our charter mid-April.

After the aforementioned work is complete with our already identified board members, we will begin immediately to recruit three more governing board candidates. The goal is to have them in place by January of 2023 so they can be a part of our implementation year. Board recruitment will continue annually as board members cycle off and
new members join. Formal board onboarding and training will begin in January of 2023 after the new board members are in place. Once new board members are identified and brought onto the board, a strategic onboarding process will be paramount. It will include the following:

A. Educates new board members on the mission, history, results, successes, and challenges of the school and its board  
B. Motivates and inspires new members to fully commit to being active and productive  
C. Identifies specific ways each board member can have a positive impact on the board and school  
D. Shares the norms, policies, and practices of the board  
E. Every onboarding process will have an Orientation Training, and each new member will receive a Board of Directors Manual.

The National Charter School Institute provides in person and digital professional development for new charter boards. They have multiple modules of learning to build board capacity in finance, governance, parliamentary procedures, charter law, and student achievement data. We anticipate contracting with them to provide ongoing professional development and consulting for our board. The initial eight learning modules will be completed asynchronously during the 1st quarter. The topics include:

A. Facilitate strategic planning to clarify goals and improve Board decision-making  
B. Build board capacity through customized training and technical assistance  
C. Develop policy-driven governance practices  
D. Conduct effective outcomes-driven Board meetings  
E. Establish high-functioning Board committees  
F. Evaluate and support senior staff  
G. Engage in meaningful self-evaluation and Board improvement  
H. Recruit new Board members and plan for succession

It’s extremely helpful to have these learning modules available digitally so that regardless of when members join the board, they all have access to the same professional development resources. The governance guides previously mentioned in this application will serve as additional support in establishing excellent board governance. Professional development is ongoing; we are life-long learners after all. Members of the board will take turns attending the National Charter School Conference and reporting their new knowledge to the wider board.

Advisory Bodies: The Parent Advisory Council will serve an important, cooperative role at PA Academy. The Parent Advisory Council (PAC) is organized for the purpose of supporting and enhancing the educational experiences of the students of the Premier Arts Academy in three primary ways:

1. Providing an organization through which the parents, school, and teachers can work cooperatively; To work directly with administration and faculty committees to provide a family friendly learning environment coordinating volunteers, parties and special events. They assist in managing the “5 For Me” volunteer campaign outlined on page 36.

2. Providing financial support for programs funded outside of the annual school budget. Planning and coordinating school-wide fundraisers.
3. To serve as an advisory committee to the PA Academy Governing Board. Representatives meet with the admin team and representatives of the governing board on a monthly basis to address concerns and/or to collaborate to solve problems and overcome challenges.

It will be very important to have broad involvement from many parents with diverse demographics. There will be an intentional recruiting effort to engage families that may otherwise feel marginalized. We can make everyone feel welcome and valued by always having translators available, always translating communications, setting meeting times on varied days and times to meet the demands of different schedules, providing a multitude of different opportunities for volunteering, and by inviting families to share their culture through food, art, storytelling both inside and outside of the classroom setting. Officers for the PAC will be nominated and elected by the whole committee. There will be leadership opportunities outside of the typical “officers” in order to spread the work out and also to utilize different skill sets among parents/families. For instance, Event Chair, Fundraising Chair, Volunteer Chair, and Staff Morale Chair will all be leadership positions available to PAC members.

Student Council will also serve as an advisory body to the administration and Governing Board. Students will run campaigns and hold elections early each fall. The Student Council presidents will have a meeting with the admin team and at least one member of the governing board on a monthly basis. Agenda items may include obtaining feedback and ideas about upcoming school events, fundraisers, recess, lunch, clubs, the student ambassador program, and extracurriculars. The kernels of wisdom that come from our children are amazing. We want them to feel a part of the operations of the school. The student president of the oldest grade in our school (depending on the year, that may be 6th, 7th, or 8th) will be the liaison from Student Council to the School Board. He/she will attend meetings, make a Student Council report to the board, and be consulted for questions that relate directly to the student experience.

**Grievance Process:** Any person or group, having a legitimate interest in the operations of this Academy will have the right to present a request, suggestion, or complaint concerning Academy personnel, the program, or the operations of the Academy. At the same time, the Governing Board has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the Academy by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed. Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Head of School for consideration according to the procedure outlined in Attachment 15.

**School Management Contracts:** NOT APPLICABLE

**Staff Structure:** Attachment 17 contains the proposed staffing chart for the Premier Arts Academy. The teacher-student ratio is 25:1 with a para assigned to each class as well bringing the adult-student ratio down to 12:1. Our Fine Arts staff is primarily on the premises just for the Art in Action hour and for additional collaboration time on Friday afternoons. They are approximately \( \frac{1}{6} \) of an FTE. In Year 1 the admin team is lean with the Head of School serving as both the curricular leader and responsible for all aspects of business as well. The Executive Artistic Director and the Director of Operations complete the “Admin Team,” assisted at times by our Special Services Consultant. This team will share an administrative assistant as well. We will all wear many hats in our first years of operation. The Director of Operations will supervise and direct any operational staff such as custodians,
food service, the front office manager, and the business manager. He will also oversee recruiting and managing substitutes. The Executive Artistic Director will manage the Fine Arts teachers and the Conservatory Director. The Head of School will manage the Classroom Teachers, Paras, Counselor, Director of Communications and Recruitment, and the Special Services Consultant along with the aforementioned administrators. We anticipate a steady adding of staff throughout the five years to adjust to the larger student population and increased responsibilities. By Year 4 we will have added a Dean of Students, a Director of Curriculum & Instruction, Director of Special Services, Parent & Family Support Coordinator, and an additional admin assistant for the Operations Team to serve the 575 students we expect to have at the PA Academy.

The relationship between the admin team and our faculty & staff will be built on trust, respect, and genuine caring. A key factor in creating an environment conducive to student academic growth and social-emotional development is the cultivation of positive relationships between school leaders and staff. The presence of positive and trusting staff relationships can improve student outcomes. When school leaders prioritize creating a culture of positive adult interactions, it allows teachers to feel part of a larger team, where each adult has the responsibility to support all students and feel supported by their colleagues. This, in turn, can help teachers feel comfortable observing one another, discussing their practice, sharing knowledge, asking for and receiving feedback, and raising concerns. Fostering an environment where school staff have strong relationships with one another can also mitigate factors that lead to teacher turnover. Teacher turnover has a negative effect on student achievement. Cultivating an environment where all teachers feel supported and trusted through strong relationships among school staff can reduce issues that may lead to burnout and frequent turnover within a school. Finally, establishing a culture of caring and trusting relationships among and between leaders and school staff can ensure that the adults in the school are modeling for students what strong and positive relationships look like.

**Staffing Plans, Hiring, Management, and Evaluation**

The employees of Premier Arts Academy will be “at will.” We don’t yet have an employee manual but we have sought out information for group benefits. Creation of Personnel Policies and the Employee Manual requires input from our governing board and will be one of first orders of business so we are fully prepared for the recruitment of quality staff.

The salary ranges for the PA Academy are competitive with the highest paying local school district in our region. Our starting salary is $42,000 and ranges up to $71,000 depending on years of experience, education level, teacher rating, and professional development badges. All employees will have the opportunity to enroll in a monthly health care insurance program. In addition to compensation, we value teacher development and growth: we strategically invest twenty full days of PD for our staff and will provide up to $500 per staff member for professional conferences and memberships. Our micro-credentialing plan for professional development (see plan outlined in the PD plan in the next section) will provide opportunities for incentive-based stipends. Further, teacher portfolios will be another way that our staff can demonstrate implementation and mastery of specific concepts in their professional practice. They will have the opportunity to apply for the “leader teacher” designation that includes a salary bump after meeting specific requirements. We want our high-performing teachers to see that we value the work they’ve put into honing their craft and will provide them compensation and leadership opportunities to retain them.

Our recruitment of teacher positions will begin at the end of 2022 with the roll out of the “Careers” Page on our website. The first impression of potential staff can make a huge impact. The page will include video, a “Why work at PA Academy” section, staff testimonials, pictures, links to our social media pages, and a streamlined easy access
application. We will work with our publicist to optimize google search results and to drive candidates to our webpage through targeted social media messaging. We intend to be present at educator job fairs like the IN Teachers of Color Job Fair held annually in February and University job fairs like the one Ball State holds annually in April. We will also utilize our access to a national network of Apple Distinguished Educators who crave opportunities to share their innovative strategies in their everyday work. Our teacher/staff recruitment will not be passive where we sit back and wait for candidates to come to us. Our Head of School will work tirelessly to seek out the best candidates and invite them to apply.

Our potential candidates will get the “Red Carpet Treatment” with warm, welcoming touches along the way. We will hold our own job fair and prospective staff information nights. We will give tours of the school and provide examples of the teaching/learning pedagogy. Candidates will get to see the school’s schedule, calendar, and will get to meet key members of the admin team and board. We will be courting them with the type of positive school culture we intend to make an everyday occurrence at the PA Academy. Candidates will be referred to the website for the official application where they can submit it and view all the next steps, so they are informed up-front about the hiring process. A member of the admin team will reach out within a week of the applicant’s submission to either thank them for their submission and let them know we won’t be moving on further with the process or to schedule an interview. Each candidate will get a personal call either way. When the candidates come in for their initial interview with the Head of School, they will be asked to bring a mini portfolio of lessons that demonstrate their use of Arts Integration, Project-Based Learning, and STEAM in their teaching. The candidate will walk the Head of School through those lessons and answer some additional questions. If the Head of School decides to move the candidate along to the next round, the candidate will be invited to teach a sample lesson to a group of students followed by a panel interview that will include the admin team, one or two students, a faculty member, and one or two parents. The panel participants will complete a rubric and turn it into the admin team for consideration. Lastly, the admin team will meet to discuss the candidate and will either extend an offer or let him/her know the position cannot be offered via a personal phone call within one week. Nothing good comes from making people wait indefinitely.

A smooth, efficient, and positive faculty and staff onboarding experience will be a top priority. Staff need to feel welcome, wanted and valued every day, not just when we are courting them to join our school. That means making paperwork completion efficient, orientation fun, and early professional development/meetings meaningful.

A solid evaluation system and professional growth plans will usually provide the support necessary to bolster a teacher’s effectiveness without having to resort to dismissal. There are unique circumstances that warrant dismissal, however. Dismissal of staff could occur for the following reasons according to Indiana State Law:

(1) Immorality.
(2) Insubordination, which means a willful refusal to obey the state school laws or reasonable rules adopted for the governance of the school building or the school corporation.
(3) Incompetence, including:
   (A) for probationary teachers, receiving an ineffective designation on a performance evaluation or receiving two (2) consecutive improvement necessary ratings on a performance evaluation under I.C. 20–28–11.5; or
   (B) for any teacher, receiving an ineffective designation on two (2) consecutive performance evaluations or an ineffective designation or improvement necessary rating under I.C. 20–28–11.5 for three (3) years of any five (5) year period.
(4) Neglect of duty.
(6) Other good or just cause.

Although PA Academy employees are all considered “at will,” it is important to have a fair procedure in place for employee dismissal. The PA Academy can dismiss a teacher by choosing to not offer him/her an employment agreement for the following year. The principal or superintendent must provide the teacher with a written notice of a preliminary decision to not offer a position for the coming year. This notice must be delivered to the teacher by registered or certified mail or in person. The notice must contain the reasons for the decision and include the teacher's right to a conference with the Head of School, which must be requested within five days of the teacher’s receipt of the notice. After a conference with the Head of School, the teacher may request a private conference with the school board. The administrator who attended the conference must make a written recommendation to the school board.

**Background Checks:** According to State Law, every staff member will have an expanded criminal history background check on file along with expanded child protection index check on file as well. Our volunteers will also submit to a background check when working directly with students.

**School Leader Evaluation:** Research in the education sector clearly confirms that employing a strong, highly competent leader increases a charter school’s ability to succeed. A board not only hires a talented school leader but ideally builds an effective, productive, and trusting relationship with the school leader, working in constructive partnership on behalf of the students and academic achievement. A high performing board both supports the school leader and holds her accountable to mutually agreed upon expectations. Roles and responsibilities are clearly defined, and annual goals are clearly established. The annual school leader performance evaluation becomes a tool for accountability, progress assessment, discussion, and support. Education Board Partners and EdFuel worked together to develop the *Head of School Evaluation Toolkit*. The two organizations joined forces to bring EBP’s expertise in charter school governance and EdFuel’s expertise in helping education organizations recruit and retain top talent to bear on this pressing need in the education sector. The board will use this well-researched and carefully crafted tool to evaluate the Head of School annually **(See Attachment 19)**. A board must champion its leader, building trust and encouraging candor and open communications. If the Head of School’s performance is unsatisfactory, she would be placed on an Performance Improvement Action Plan supervised by the Executive Committee of the Governing Board. The same general process outlined below for teachers applies to the school leader as well.

**Teacher Evaluations:** Teacher evaluations at Premier Arts Academy are meant to encourage a growth-mindset rather than be punitive in nature. Regular, informal, and brief classroom observations (at least bi-weekly) along with a monthly check-in conversation with the Head of School will allow teachers to be fully supported with tangible strategies for improvement and prepared for summative evaluation reports. The goal is transparency and the kind of continued conversation that keeps everyone on the same page. A collaborative google doc that allows for a running commentary between supervisor and teacher will serve as a record of feedback regarding professional practice. Each semester, the instructor will be observed for a ninety-minute lesson and provided a full summative assessment and rubric to be added to their personnel file. This evaluation will also include a self-assessment from the teacher and the presentation of their professional portfolio that contains examples of the professional development focuses and non-negotiable teaching strategies. A combination of the classroom observation, teacher self-assessment, professional portfolio, and student growth data will be utilized in the summative assessment twice
annually. The PA Academy will utilize the RISE Indiana Teacher Effectiveness Rubric 3.0 as the evaluation tool to designate effectiveness status (see Attachment 19).

If in any year a teacher’s performance or conduct is assessed as being unsatisfactory, the Head of School will be required to make an appropriate intervention and/or provide counseling to the teacher concerned. The Performance Improvement Plan and Disciplinary Action protocols are included in Attachment 19. These guidelines are underpinned by two key principles:

1. All teachers are to be treated professionally and fairly.
2. Of paramount importance are the learning interests and well-being (both physical and emotional) of students.

**Professional Development:** The Head of School (and eventually the Director of Curriculum and Instruction) is responsible for PD at the PA Academy.

PD Focus Areas: Professional development in our non-negotiable teaching strategies will be one of our main focuses for professional development. Faculty & Staff will receive opportunities to learn from experts in Arts Integration, Challenge Based Learning, and STEAM. In partnership with the Arts Integration & STEAM Institute, The Kennedy Center, and Apple, some of this PD will be in-person in our own building, some will be offered at local and regional workshops. Some of these opportunities will be offered as asynchronous learning modules on a digital platform that can be completed for PD Badges (see micro credentialing below).

Other focus areas for our Professional Development will be in partnership with the Fred Rogers Institute to implement the Simple Interactions Framework in our school. This is a new take on relationship-building practices that also address kids in trauma. All staff will have SIOP training and will receive support from IN*SOURCE on instructional practices for special needs students in the least restrictive environment. PBIS training for our all-school consistent behavior plan will be ongoing as well. Apple will also provide training on using iPad as a creation tool to transform teaching. All the training mentioned so far is uniform professional development training to get everyone on the same page. We acknowledge that not all teachers come to us with the same amount of proficiency in each of these domains. Individualized training will be realized through our micro credentialing program.

Micro Credentialing (Earning Badges)- Our teachers will be expected to earn several PD Badges in different domains. Moreover, they will be expected to demonstrate implementation of those PD concepts through their Professional Practice Portfolio. PD Badges coupled with the examples from their portfolios are one way teachers can qualify for a pay increase at the PA Academy. Teachers can also earn PD badges for conferences and workshops they elect to attend on their own to enhance their professional capacity. The PA Academy has budgeted $500 per faculty member to attend PD outside of the 20 days we have scheduled for them.

As soon as they are hired, teachers will be provided access to curricular materials and digital learning tools to explore and to start earning badges. Teachers will begin their in-person Professional Development with the PA Academy on August 1st in the days leading up to the start of school. The chart below outlines the major topics of focus for each day and the professional development partners who will lead or assist. It is fitting that the first day of PD will be used to help the staff get to know one another, come together as a team, to discuss school culture objectives, do some brainstorming and work in committees around school culture and to set best practices for our daily huddles. They will also be introduced to the Simple Interactions Framework from the Fred Rogers Institute on
this day so that they start using this language with each other and as they are preparing lessons for their students. Although each day has a specific focus, teachers will also have built-in time to apply what they are learning in lesson planning, preparing their rooms, and setting up their professional portfolios. Our goal is to model great teaching through our professional development and provide time for action and reflection.

<table>
<thead>
<tr>
<th>Date</th>
<th>PD Topic</th>
<th>PD Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 1</td>
<td>PA Academy Orientation &amp; School Culture: Team Building, School Culture Committee Work, Intro to Simple Interactions Framework, The Art of the Huddle, PBIS</td>
<td>ULEAD, Apple</td>
</tr>
<tr>
<td>August 2</td>
<td>Wit and Wisdom, Arts Integration, iPad as a creation tool</td>
<td>Great Minds, Arts Integration Institute, Apple</td>
</tr>
<tr>
<td>August 3</td>
<td>Wit and Wisdom, Arts Integration, the power of technology</td>
<td>Great Minds, The Kennedy Center, Apple</td>
</tr>
<tr>
<td>August 4</td>
<td>Wit and Wisdom, Small Group Interventions</td>
<td>Great Minds, IN*Source</td>
</tr>
<tr>
<td>August 5</td>
<td>Challenge Based Learning, Supporting CBL with tech tools</td>
<td>Apple</td>
</tr>
<tr>
<td>August 8</td>
<td>Challenge Based Learning, Teaching in the multi-age classroom</td>
<td>Apple</td>
</tr>
<tr>
<td>August 9</td>
<td>Eureka Math, Utilizing assessment tools and microlessons</td>
<td>Great Minds, IN*Source</td>
</tr>
<tr>
<td>August 10</td>
<td>Eureka Math, STEAM integration</td>
<td>Great Minds, ETHOS Innovation Center</td>
</tr>
<tr>
<td>August 11</td>
<td>STEAM Best Practices Revisiting PBIS</td>
<td>The Institute for Arts Integration and STEAM</td>
</tr>
<tr>
<td>August 12</td>
<td>Micro credentialing, professional practice portfolios, what to expect with evaluations, Effective PLCs</td>
<td>Internal</td>
</tr>
<tr>
<td>August 15</td>
<td>Rolling out the Red Carpet, making ALL kids feel included and valued.</td>
<td>Internal</td>
</tr>
<tr>
<td>August 16</td>
<td>Collaborating for Student Success, PBIS</td>
<td>Internal</td>
</tr>
</tbody>
</table>

There are currently twenty days of PD scheduled during the school year, twelve before school begins, one during Fall Break, and seven e-learning days on the first Friday of most months school is in session. There is also forty-five minutes of PLC meeting time built into each day before school starts, forty-five minutes of prep time for each teacher, and collaboration time with the Arts in Action teachers on Friday afternoons accommodated by our early release schedule. On the first Fridays when we have e-learning/PD/data dig days, the arts staff will still be scheduled to come at the same time for collaboration time. The bi-weekly informal classroom observations and monthly check-ins with the Head of School will provide individualized goal setting opportunities and suggested PD to meet those goals that can be achieved through our micro credentialing program.
**Performance Management:** Besides the BSU Financial, Academic and Organization performance rubrics, we intend to achieve the following mission specific goals:

-1. Every Premier Arts Academy student will achieve grade-level proficiency in the Indiana Arts Standards for Dance, Music, Theatre and Visual Arts.

-2. Every Premier Arts Academy student will demonstrate proficiency in the 21st Century Skills Standards by the time they graduate from the Academy.

Both mission-specific educational goals complement the Indiana State Standards and the growth measures that BSU is looking for as they increase our students’ abilities to achieve in those areas as well. The two goals outlined above will be measured by students “doing” rather than by students answering questions on a test. They will include artifacts, videos, and other examples of attainment of these standards in their student portfolios. As our instructors will already by utilizing standards-based grading as their primary assessment method, the portfolios will be another tool in their toolbox to assess student proficiency.

A variety of assessment tools is the best strategy to provide reliable data points to benchmark student growth. Varied assessments also provide insight into learning styles and specific holes in background knowledge or skills that need to be addressed for future academic success in that content area. The table below shows the different types of assessments we will use to track individual, cohort, and aggregate student progress:

<table>
<thead>
<tr>
<th>Assessment</th>
<th>Who Collects</th>
<th>Data Points</th>
<th>Data Analysis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mid-module task assessments and exit tickets</td>
<td>Classroom Teachers</td>
<td>Standards Based Report Card</td>
<td>Instructors will use observation from the classroom, daily work, and exit tickets to evaluate a student’s proficiency in the standards. These assessments are integrated into the Wit and Wisdom and Eureka Math curriculums and can be used as daily/weekly checkpoints to evaluate learning and skills gaps. These data points are used in the ongoing standards-based grading rubrics. Teachers and admin work regularly during PLC time to analyze and organize students into groups that can address skill gaps in small group instruction.</td>
</tr>
<tr>
<td>(Formative)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student portfolios</td>
<td>Fine Arts Teachers/ Challenge</td>
<td>Standards Based Report Card</td>
<td>Although portfolios can be formative in nature as they are opportunities for reflection and growth, we will also use them as a summative assessment to evaluate proficiency in the IN Arts Standards and 21st Century Standards. The arts staff will review and grade these quarterly against the arts standards. The Challenge Hour Chair will form a committee to assess the 21st Century standards in student portfolios and from their community expo demonstrations. Both faculty committees will reflect and adjust the curriculum regularly to ensure students are being given every opportunity for success.</td>
</tr>
<tr>
<td>(formative &amp; summative)</td>
<td>Hour Committee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Expos</td>
<td>Fine Arts Teachers/ Challenge</td>
<td>Standards Based Report Card</td>
<td>Community Expos are another opportunity to measure student proficiency in the IN Arts Standards and 21st Century Standards as students will be demonstrating their newfound skills and knowledge in public through performance, presentations, and display of their Challenge Hour work. The arts and challenge hour faculty committees will utilize this as another data point for informing any changes that need to be made to the curriculum.</td>
</tr>
<tr>
<td>(summative)</td>
<td>Hour Committee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>End of Learning Module Task Assessments</td>
<td>Classroom Teachers</td>
<td>Standards Based Report Card</td>
<td>These assessments are the culminating tasks/projects in the Wit and Wisdom and Eureka Math curriculums. Graded by carefully crafted rubrics that inform standards mastery, these assessments will be a key tool in analyzing data for standards-based grading. These data points are used in the ongoing standards-based grading rubrics. Teachers and admin work regularly during PLC time to analyze and organize students into groups that can address skill gaps in small group instruction. Scores will also be discussed during our 1st Friday “data digs.”</td>
</tr>
<tr>
<td>STEP (formative)</td>
<td>Classroom teachers/Book Club Supervisors</td>
<td>STEP Database</td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------------------------------</td>
<td>---------------</td>
<td></td>
</tr>
<tr>
<td>Created by the University of Chicago, the STEP Assessment is an online, formative literacy assessment that provides educators with the insight needed to tailor instruction to meet the literacy needs of their students. When using STEP, teachers assess students at multiple points throughout the year to determine current achievement and instructional needs. Our K-2 students will be assessed with STEP to help inform the micro lessons they need in their small groups. STEP scores will not only be discussed in PLC meetings, but during our monthly “data digs” that will take place the first Friday of each month.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NWEA (Formative &amp; Summative)</th>
<th>formative</th>
<th>NWEA Database</th>
</tr>
</thead>
<tbody>
<tr>
<td>Created by NWEA, MAP Growth Assessments give teachers insight into exactly where each student needs support and the biggest aggregate needs of the entire class. A teacher can confidently tailor instruction to challenge every student, whether they are below, at, or above grade level. MAP Growth student reports also present realistic learning goals by subject areas so that, through a teacher's guidance, students can individually see their progress and be inspired to take charge of their own learning. These assessments will be given to our 3-8th graders in the fall, winter, and spring to demonstrate growth and identify needed supports. NWEA scores and trends will not only be discussed in PLC meetings, but during our monthly “data digs” that will take place the first Friday of each month.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All the above data points except for STEP and NWEA end up on our Standards Based Report Cards. The report cards are generated through our Powerschool system and reports can be run quarterly to define trends among different cohorts of students and the school as a whole. Both STEP and NWEA have reporting systems that allow for intense data analysis to determine proficiency and growth for individual students and cohorts of students. We intend to look at the data in every way possible: across classrooms, grade levels, genders, race/ethnicity, and any other cohort that may inform our teaching practices. All these data points will be recorded for comparison across years of instruction as well. The Head of School, Dean of Students, Director of Curriculum and Instruction, Challenge Chair, Arts Integration Chair, STEAM Chair, and all classroom teachers will all have a role in collecting the data, analyzing the data, and creating instruction to address student needs. The Head of School is ultimately responsible for reliable and consistent data collection and analysis. Data highlights will be posted to our website and included in our annual Impact report. We will also post our BSU academic, operations, and financial health reports to the “reports” page of our website.

Both NWEA and The University of Chicago offer robust professional development opportunities to build teacher capacity in utilizing their assessment tools to tailor instruction for their own classroom. Our Head of School is an internal resource for best practices in Standards Based Grading and the use of portfolios. Great Minds offers in-person and digital learning modules for effective implementation and assessment strategies for Wit and Wisdom and Eureka Math. This is all built into our PD calendar so that our instructional staff is fully prepared to differentiate instruction based on the myriad tools we will have at our fingertips to reliably assess our students’ progress.

With all this data, reflection, and curriculum adjustment time built into our model, there shouldn’t be a need for wide-spread corrective action because it should be happening all along throughout the process. If the school doesn’t meet a goal or requirement set forth by the governing board, BSU, or the IDOE, the Head of School, Admin Team, and Executive Committee of the Governing Board will form a task force to create a plan to address the issue and oversee the implementation of said plan. Depending on the nature of the challenge, the PA Academy will seek out experts in the field to help us get on track.

**Facilities:** Working with a seasoned real estate agent who specializes in commercial spaces is key to finding the best location and knowing the potential pitfalls of specific buildings and agreements. We are lucky to have a star real
estate agent in Lori Snyder from Berkshire Hathaway NI Real Estate. She has helped us to identify a facility located at 1120 N. Main St. in Elkhart, IN. This location is within the boundaries of Elkhart Community Schools. It is a completely finished office space of approximately 32,000sq/ft. It is part of a large building nestled on a quiet part of Main St. just across the street from the beautiful Wellfield Botanic Garden. Lori will negotiate a five-year lease of this space while we raise the funds to build our permanent location a little closer to the center of downtown. The space is fully up to code, meets ADA requirements, and has the necessary security features. The building is fully sprinkled and meets all the health and safety requirements. We have the opportunity to rent a smaller percentage of the available space and add as we grow. There is plenty of space to grow to our five-year projected capacity. There are only a few cosmetic upgrades in the form of paint and some temporary movable walls that would need to be completed. Luckily, we have the internal capacity to complete that work. We’ve included pictures of the proposed location in Attachment 21. We do not yet have an MOU as we felt it was best to wait until we've secured our charter before signing a lease. We do have a handshake agreement on right of first refusal if another interested party comes forward wanting to rent the space. According to Lori, this shouldn’t be a problem as “no one is looking for that much office space since the pandemic.” We anticipate getting the space for less than $3 per square foot, a very reasonable cost.


Transportation: The school does not intend to provide transportation to and from school. Our location allows for easy access to public transportation if families choose that option. Due to our location, most field trips will be within a walkable distance. We will rent buses from a local transportation company for larger field trips.

School safety: Our plan for the safety and security for our students, faculty, and property will be overseen by the Director of Operations. As we open our doors, we will be in compliance with Indiana Code 5-2-10.1-13 Sec. 13, electing option 2, (“establish a school safety plan…”) and will establish a “safe school committee” for the following school year. Our Director of Operations will also serve as our school safety specialist and will attend the Indiana School Safety Specialist Academy basic, advanced, and regional training sessions prior to the school opening. Our staff will become the go-to “experts” for certain sub-categories within the safety and security plan as a means to engage everyone in the process and have a broader base of knowledge and expertise.

We will employ a variety of technology-based tools to enhance safety and security. A student and visitor management system will be used to keep track of student attendance and building presence as well as verify parents, guardians, and guests. We will utilize an ethernet based camera system that allows remote viewing by directors and office staff; this system will allow us to monitor student behaviors and facilities in real-time and review incidents recorded digitally. Our Apple Classroom devices will utilize the included device monitoring software to ensure students are on task and interacting with approved and safe content. Social media platforms, phone messaging, and texting applications will allow us to reach our parents and community in a controlled and timely manner to relay school closings, safety concerns, reminders, and changes in procedures. We will utilize an in-classroom VoIP phone and PA system to reliably communicate with staff and students.

Our safety-related equipment needs - in addition to those already listed - will include systems for building and fire alarm, fire suppression (if not part of the existing floorplan), panic button system, remote door communication and latch release system, safety window films, signage, traffic indicators and cones, as well as two-way radios and base units. Health related safety items such as properly located AED, choke, and anaphylactic mitigation equipment, emergency kits and contents and first aid kits will also be required.
Our Emergency Preparedness Plan outline in **Attachment 23** is a beginning point for topics currently considered in the realm of school safety and security. Once we finalize our school facility, we will be able to create our emergency routes and safety points; as we select our faculty and staff, we will engage them in further developing our overall plan custom to our situation and needs. Our policies as they relate to safety and security will include a code of general conduct, digital content use and behavior, and a student discipline model that leans more toward restorative justice versus exclusionary discipline. See our School Safety Plan Outline in **Attachment 23** along with our insurance information.

**Operations Capacity:** As the leaders of two successful non-profit organizations, both Ashley Molyneaux and Craig Gibson have managed the recruitment, hiring, and supervision of staff. Along with members of our board who have HR expertise and marketing expertise, we will launch a successful recruiting effort and professional hiring process. Ashley has a great deal of experience in coordinating, planning, and leading professional development. She is a certified teacher and administrator whose role in many previous positions was to build the capacity of her teaching team. Her ability to form relationships with organizations that have expertise outside of hers is another benefit to the Premier Arts Academy. We will have the partnership of Apple, IN*SOURCE, Great Minds, and The National Institute for Arts Integration & STEAM in providing our staff with the tools they need to succeed in this innovative environment. With a master’s degree in Curriculum and Instruction with a focus on data driven practices, Ashley is prepared to lead the school-wide “data digs” that will help us align our teaching practices to the needs of the children in our classrooms. Leaning on support from NWEA and the University of Chicago in maximizing the information provided by MAP and STEP will further inform our instructional target areas to make sure ALL kids can meet their unique potential. Ashley has a great deal of experience in supporting staff through improvement plans and bolstering their capacity in innovative teaching practices. Creating a culture of inclusiveness, caring, and fun is the expertise of both Craig Gibson and Ashley Molyneaux.

When it comes to general operations and facilities management, we have a rock start team! Kurt Weimer is skilled with logistics, setting plans and timelines in place, and following through on everything he sets out to do. He is experienced with the RFP process and in finding the most cost-effective answer to complex questions. When Kurt can’t find what he needs already on the market, you can find him in his 3-D printing lab literally creating a solution from scratch. He has demonstrated the ability to lead strong teams through his many years of leading a music department and band staff. He is not only comfortable with technology, but he is perfectly suited to manage our student and faculty devices and classroom projectors. Kurt currently is the project manager for several multi-faceted and specialized construction projects with his employer, Boling Vision Center. He will have no problem getting our facility ready to receive our faculty and students. Zak Harrington, Premier Art’s Technical Director, is a skilled carpenter, scenic designer, lighting and sound technician, and general fix-it guy. Zak currently manages the maintenance of Premier Arts properties and facilities. He oversees all things technical and operational within the current organization. I doubt there will be much that comes up that Kurt and Zak can’t handle collectively.

**Budget and Financial Plans:** Please see budget worksheets in **Attachment 24** and budget narrative in **Attachment 25**.

**Financial Plan**

1. **Internal Systems and Processes.** Premier Arts Academy will ensure all internal financial systems and processes are in accordance with Generally Accepted Accounting Principles (GAAP) and any laws and regulations that govern Charter Schools in Indiana. We will develop, maintain, and evaluate all internal financial policies and procedures to
ensure the integrity of our finances. We intend to partner with Kruggel Lawton CPA firm (KL) to support reporting compliance, budgeting and forecasting, cash flow planning, scenario building, and general best practices from their experience working with other charter schools. The Head of School, Business Manager, and Director of Operations will primarily manage the relationship with KL and will be responsible for ensuring that KL has all required information to provide services.

2. Purchasing and Accounts Payable. The Director of Operations will manage the purchase order and invoice approval process, and all direct communication with vendors. He or she will solicit bids when applicable and bring contracts to the Board for approval. Approved invoices, based on the adopted budget and in consultation with the Head of School, will be submitted to the Business Manager for processing. Invoices will be submitted with coding based on the adopted budget and the implemented chart of accounts that conforms to state coding standards. The Business Manager will enter the transactions and generate a report for review and quality assurance. Once the Director of Operations has reviewed the report and the Head of School has approved payment, the Business Manager will issue payment to those invoices and vendors. When an invoice needs a second signature and approval, the provider will solicit said approval from the designated second signer, such as the Board Chair or Treasurer. Once payments have been issued, the Business Manager will generate a check register that identifies all payments made for reference and an aging report for unpaid invoices. Each month, the Business Manager will prepare a combined check register for all payments made on behalf of Premier Arts Academy for review by the Board as part of an additional layer of financial oversight. Credit card and debit card transactions will have a separate process for entry to ensure that information is being entered into the accounting system and all back-up and receipts are being collected. In cases of regular invoices, and credit and debit card activity, the school will retain physical copies of all purchase and invoice documentation, filed by vendor, for each fiscal year. The Business Manager will keep electronic versions to ensure Premier Arts Academy has adequate documentation. In the case of payments to independent contractors, the Business Manager, assisted by the Director of Operations, will collect W-9s from all eligible vendors. The Business Manager assisted by KL will then complete all the required tax reporting for vendors to the IRS.

3. Accounting. The Business Manager will submit bank statements and deposit logs each week. Based on the adopted budget and the state chart of accounts, revenue will be entered and coded by KL. Other financial activity not originating within the accounting system, for example payroll activity, or otherwise not processed through the accounts payable system, will be entered by the KL accounting staff. Other ancillary support functions by KL will include maintaining a fixed asset schedule and ensuring all expenses are capitalized and depreciated as appropriate. The provider will make sure transactions that should be applied to the balance sheet are correctly recognized like prior year accrued revenues and expenses or the recognition of the principal portion of loan payments. Monthly, the general ledger will undergo routine maintenance to ensure items are properly coded. Kruggel will work closely with the independent audit firm selected by the Board to ensure it has all required documentation and schedules developed each year for the audit process.

4. Payroll. The Business Manager will maintain employee files, including but not limited to, employment agreements, certifications, credentials, W-2s, W-9s, I-9s, and other payroll information like salaries, wages, deductions, garnishments, and direct deposit information. We intend to contract with a payroll processing provider. On a bi-weekly basis, the Business Manager will submit any recurring and new payroll information to the provider, who will collate all information, ensuring there are no inconsistencies, potential errors, or missing documentation, and generate a payroll preview through a payroll processor. This payroll preview will then be sent to the Head of School who will approve or modify payroll as needed. After approval, the provider will process the payroll and
coordinate delivery to the school and employees. On a quarterly basis, the payroll processing provider will be responsible for all required tax reporting to IRS and any state agencies. In addition to the standard payroll processing, the provider will manage reporting related to retirement and plan administration as needed.

5. **Ongoing Financial Management & Internal Controls.** A natural system of checks and balances will be present due to a separation of duties. For instance, the Director of Operations deals with vendor invoices and seeks approval from the Head of School and Board but doesn’t have access to the actual checks to pay the invoices. The Business Manager pays invoices and collects all receipts and paperwork, but our bookkeeper at KL enters all line items into our accounting system. Each month, KL will prepare standard financial statements, including a statement of financial position (balance sheet), statement of activities (income statement), and a cash flow statement. This information will be completed with a budget vs. actual analysis and trending analysis to ensure the school is on track to meet its adopted budget. KL will prepare a monthly or quarterly analysis to the Board and Head of School on the ongoing finances of the school. As part of monthly Board and Finance Committee meetings, the Head of School and Board will review these documents. As variances become material between the approved budget and actuals and the projections suggest a new set of circumstances or needs, both staff, the Finance Committee, and the Board will revisit the approved budget and determine if the budget should be amended or if corrective action is required to align activity back within the approved budget. During Finance Committee and Board meetings, KL will work with the PA Academy to identify potential conflicts of interest, contractual issues, and issues requiring board approval. All financial statements will be maintained using GAAP, accounting requirements for charter schools, and any other requirements, as outlined in the Indiana Charter School Law. The fiscal year will be July 1 through June 30. Premier Arts Academy will adopt a set of financial policies and procedures that incorporate internal control measures (See template from our CPA firm in Attachment 25).

6. **Audit.** Premier Arts Academy will contract with a state-approved audit CPA firm with Indiana charter school experience and expertise. The Board, with the school administration’s assistance, will request proposals for audit and select the audit CPA firm, which will report directly to the Board. After an audit firm is selected, the firm will present to the Board an overview of the audit process, and the roles and responsibilities of all involved parties. When the audit process begins, the Head of School and KL will ensure the audit firm has access to all necessary financial information and records and non-financial records and documents maintained by the school in advance of actual audit field work. During the audit field work, any other documents requested by the firm will be provided in a timely manner. The audit includes: accuracy of school’s financial statements, attendance accounting, revenue accuracy practices, and the school’s internal controls. After the audit is complete, the Board, along with the Head of School and KL will review the audit report and management letter. The audit firm will present the findings to the Board. Should the audit report or management letter include any findings, including but not limited to material weakness or significant deficiencies, the school will address the issues flagged in a formal action plan on how the issues will be resolved. Copies of the final audit report will be forwarded to the state and authorizer, and other required agencies. The annual audit will be done in accordance with all federal, state, and local auditing requirements and standards, including those required of public charter schools in Indiana, in addition to other conditions or criteria required by the charter school authorizer. Premier Arts Academy will retain KL for any other required reporting, including but not limited to, the filing of its annual 990 return with IRS.

7. **Budget.** The budget cycle will start in early spring with a working draft developed and brought to the Finance Committee of the Board subsequently thereafter. The main role and responsibility of the Board will be to adopt a balanced budget that adequately meets and addresses the strategic vision and mission of the school, as laid out within the charter application and input and information from school leadership and consulting parties. As part of
that responsibility, the Board is responsible for ensuring the budget reflects all compliance requirements with respect to federal and state resources and is a prudent and reasonable use of public funds. From there, the responsibility to execute against the budget is delegated to the school administration. The budget will reflect the operating and spending parameters around which day-to-day decision making will be managed. The Board will have the responsibility of accountability, ensuring the school team is acting in a manner consistent with the adopted budget, priorities, and restrictions. As part of this accountability framework, the school administration and KL will inform the Board of changes in information, conditions, and other matters that might otherwise inform the Board. The annual budget for the school will be developed by the school administration, in conjunction with KL. The Head of School will solicit school staff for budget input and engage them in a strategic planning exercise each year to ensure budgeting is aligned to mission and intended outcomes. The Head of School will rely on the strategic priorities and mission identified in the approved charter application to inform the budgeting process. KL will conduct analysis and provide knowledge and expertise around charter school funding, observed spending trends, and other industry benchmarks. KL will help to bring the technical work together of the budget pro forma, along with clear assumptions and notes. In a publicly accessible meeting, the Finance Committee will analyze the budget draft and provide recommendations to the broader Board. The proposed budget with recommendations will be brought forward for presentation at a publicized and open Board meeting, and then for approval at a subsequently publicized and open Board meeting after the initial presentation. June 30th will be the absolute cutoff to have a Board-approved budget in place; copies of the approved budget in the required format will be provided to the required agencies by the required deadlines. In all cases, all meetings will be properly notified to the public to allow for participation. As a public entity, Premier Arts Academy understands that documents such as the adopted budget, its interim and annual financial reports, and audit reports are considered public records. Such documents will be made available upon request in line with any other standard public records request. You will find financial statements for Premier Arts in Attachment 26.

**Financial Management Capacity:** Ashley Molyneaux and Craig Gibson are experienced non-profit leaders who have had to handle the financial management of large budget organizations using best practices and public reporting. They’ve demonstrated a great deal of success in fundraising. Both have successfully diversified their organization’s income streams in an effort to not be too dependent on any one funding source. They both have strong relationships with philanthropic donors who trust that their work will be high-impact for the community. They have trusted relationships with granting organizations and family foundations as their follow-through is always top-notch. Ashley and Craig were both professional event planners in earlier parts of their careers and utilize those talents in creating fundraising events that people want to attend and raise a lot of money. Although both Ashley & Craig have managed the bookkeeping and accounting of their respective non-profits early in their founding, they have developed a solid working relationship with Kruggel Lawton CPA firm who now manages monthly reconciliations, reporting, forecasting, and assists with budgeting & cash flow projections. For over sixty years, Kruggel Lawton CPAs has been providing sound accounting advice and savvy tax planning strategies. KL specializes in a full range of audit and tax services. It is a regional firm that serves the manufacturing, wholesale, and distribution industries; real estate and commercial/residential construction and related businesses; retail and consumer goods; medical and professional service providers; and nonprofit organizations, municipalities or governments, and primary/secondary schools. KL’s Elkhart office is conveniently just a few blocks away from our school location. The firm already has other charter schools as clients and is an approved charter school auditing vendor. KL has already assisted with the development of our financial plan and budget for this application. With the support of Kruggel, we have no doubt that we will have sound accounting practices and will remain financially solvent.
Works Cited


Attachment 1 - Resumes & Biographies
Profile:
* An enthusiastic educator who teaches, motivates, and directs faculty and students while fostering high achievement
* An engaging communicator able to effectively interact with diverse populations of students, faculty, and parents
* A self-motivated professional with strong planning, organizational and leadership skills

Certification
Type 75 Administrative Certificate (#2552807)
09 Standard Secondary Certificate (#2325134)
Current Endorsements: English Language Arts, Drama/Theater Arts

Education
National Louis University (Graduated 2012)
Chicago, IL
* ED.S., Educational Leadership
* 4.0 Cumulative GPA

Loyola University (Graduated 2007)
Chicago, IL
* M.Ed., English Concentration
* 3.96 Cumulative GPA

DePauw University (Graduated 2004)
Greencastle, Indiana
* Bachelor of Arts, English Literature Major
* 3.70 Cumulative GPA and 3.96 Major GPA
* Dean's List (eight semesters), Alpha Lambda Delta Academic Honor Society, Phi Eta Sigma Academic Honor Society, National Society of Collegiate Scholars, English Honor Society, Graduated Magna Cum Laude

Additional Coursework
Illinois State University
Normal, IL
* Graduate Courses in Theater Education (Spring 2009)
* Completed the Illinois State University Theater Educator Institute (January 2010)

Experience & Qualifications:
Administrative Leadership

Executive Director
* Co-founded the Elkhart Education Foundation, a 501©3 organization that fills the budgetary gaps and provides innovative programming for Elkhart schools.
* Fundraised and infused over 2 million dollars into education projects in Elkhart
* Ran a successful, well-attended, and profitable Summerscape Day Camp for 5 years welcoming more than 400 students every summer for hands-on-learning experiences, field trips, and literacy practice.
* Created EdCamp, a childcare program for k-8 students during the Covid shutdown that provided students a safe, educationally enriching place to be on their e-learning days. Offered 25 weeks of e-learning support, enrichment programs, food services and transportation.
* Supported project-based curriculum development and awarded teachers more than $500,000 in innovative teaching grants.
* Successfully removed barriers to participation in extracurricular activities for students by providing extracurricular grants to teams, clubs, and performance groups.
* Re-imagined and renovated 14 elementary school libraries into state-of-the-art media centers with STEM learning centers, an infusion of technology, and increased access to books and online resources.
* Designed, funded, and built a professional learning center for district faculty to utilize for prof. development.
* Built 3 learning gardens/certified outdoor classrooms, providing students the opportunity to observe, discover, and experiment in nature.
* Developed the Kindness to Prevent Blindness mobile program that provides free medical eye exams and custom glasses to students that need them. Served more than 8000 students in 2021 alone.
English & Fine Arts Department Chairperson

* Supervised a staff of 25 people, while nurturing and sustaining a culture of collaboration, trust, learning and high expectations
* Participated in the hiring of new faculty members through interviews, deliberations, orientations, and mentoring
* Collaborated with the principal and other members of the administrative team to complete staff evaluations
* Demonstrated an ability to develop the instruction capacity of staff through instructional supervision, mentoring and advocating for technologies that support teaching and learning
* Analyzed demographic data and wrote an action plan for improvement in the achievement gap
* Participated in articulation meetings and demonstrations for feeder grammar schools
* Analyzed student progress and recommended appropriate level placement for incoming and current students
* Collaborated with teachers to develop curriculum and assessments including learning targets, curriculum guides and end-of-course assessments
* Spearheaded the revision of the English curriculum to align with the Common Core and coordinate with other humanities courses
* Successfully implemented innovative lesson plans and differentiated instruction for a variety of learning styles while integrating technology into daily teaching practices to enhance small and whole group lessons

Director of Curriculum

* Collaborated with Department Chairs to create a comprehensive, rigorous, and coherent curricular program aligned with state standards, common assessments and with student-centered teaching strategies
* Supervised the implementation of curriculum and instructional programs
* Collaboratively developed, articulated, and implemented a new vision of learning for Gordon Tech High School by participating in leadership team meetings and presentations to faculty

Director of Student Activities

* Managed 42 club moderators and school-approved clubs, planned school dances, pep rallies, assemblies, prom, graduation, and fundraising events
* Developed and managed a budget for the Student Activities Department
* Promoted continuous and sustainable school improvement by systematizing school events, clubs, and extracurricular activities
* Created a strategy, implemented plans, and achieved goal to increase student retention to 99%
* Created Heritage Day, Diversity Club, and the annual Taste of GT event to promote understanding and appreciation for the community's cultural diversity.
* Built and sustained positive relationships with families through attendance and presentations at Parent's Club meetings and events

Director of Fine Arts

* Developed and managed a budget for the Fine Arts Program
* Produced and directed five productions annually including a Fall Play, Spring Musical, Variety Show, Fine Arts Showcase, and Improv Night.
* Coordinated all publicity, administrative work, design, and development for the performing arts department
* Founded and moderated "Encore", an 85-member drama club that meets twice monthly
* Organized a fine arts parent support organization, “Applause”
* Crafted a new and relevant curriculum for Beginning Theatre Arts, Advanced Acting and Speech courses aligned with state standards with a student-centered teaching approach

Classroom Teaching

* Successfully implemented innovative lesson plans and differentiated instruction for a variety of learning styles for Sophomore World Literature, Freshman Intro to Literature, Senior Expository Writing, American Literature, Beginning Theater Arts, Advanced Acting and Public Speaking courses
* Maintained effective classroom management by establishing clear, consistent behavior guidelines, creating an organized classroom, promoting mutual respect, and making learning exciting through engaging activities
* Integrated technology into daily teaching practices to enhance small and whole group lessons in a one-to-one device environment.
* Worked with case managers, teacher’s aides, and social workers to adapt curriculum and coordinate necessary accommodations for exceptional students
Education

Executive Director (2015-2021)
Elkhart Education Foundation, Elkhart IN

English & Fine Arts Department Chairperson (2014-2015)
Carmel Catholic High School, Mundelein IL

English Department Chairperson (2013-2014)
Carmel Catholic High School, Mundelein IL

Student Activities Director (2012-2013)
Carmel Catholic High School, Mundelein IL

Director of Curriculum, English Department Chair (2011-2012)
Gordon Tech High School, Chicago, IL

Director of Student Activities (2010-2012)
Gordon Tech High School, Chicago, IL

Director of Performing Arts, Teacher (2008-2012)
Gordon Tech High School, Chicago, IL

English Teacher/ Long-Term Substitute (Spring Semester 2008)
Rolling Meadows High School, Rolling Meadows, IL

Other Work Experience

Development Officer & Special Events Director (2006-2007)
Saint Scholastica Academy, Chicago, IL

Event Specialist (2004-2006)
Blue Plate, Chicago, IL

Illinois Junior Miss Program Chairwoman (2004-2005)
Chicago, IL

Good Morning America Audience Coordinator Assistant (2002)
ABC News, New York, NY

Related Skills
* Proficient in Microsoft Office, GradeQuick, MyGradebook, Edline, Google Docs, iPad, Windows, IOS Operating System, Lenovo Tablet, Smartboard Technology
* Choreographer & Director
* Improv Coach
* Club Sponsor (Student Council, NHS, Drama Club, Gay Straight Alliance)
Objective

To elevate my community by conceptualizing and implementing programs that inspire and cultivate the creative spirit in all of us. To provide a safe place where self-expression and life-long learning are championed.

Professional Highlights

Founding Artistic Director of Premier Arts (2006-Present)
- Create and implement annual schedule of theatrical productions (at least 10 per year), community events and educational programs.
- Manage a multi-million-dollar budget, real estate and financial assets, and endowment accounts.
- Supervise and lead a staff of 14 and a volunteer force of over 5000 annually.
- Recruited and sustained a strong and engaged board of directors through positive relationship building.
- Responsible for all business aspects and 501c3 compliance.
- National award-winning monologue coach
- Published playwright (see credits below)
- Accomplished director (see highlights below, there are too many to list here)

Harriet - The Musical
Writer and Director of the Award-Winning new musical chronicling the life and times of Harriet Tubman.

Newsies! The Musical
Director- Premier Arts was awarded the first amateur license in the United States by winning a competition through Playbill.com. Premier Arts captured this victory by engaging our sphere of influence to garner over 1 million votes from 70 different countries.

Amazing Grace
Director - Premier Arts was the first community theatre in the nation selected to perform this powerful new musical about John Newton, the author of the famous hymn.

Good Night and God Bless - The Red Skelton Story
Writer and Director of this original Musical based on the Life and Legend of comedy genius and native Hoosier Red Skelton.

American Association of Community Theatre (AACT)
International Adjudication Certificate
Workshop Presenter "Musical Theatre Ensemble Building"
Workshop Presenter "How to Build a Volunteer Army"
Best Direction Award for a Musical (4)
Best Actor Award for a Musical (2)
Best Ensemble Award for a Musical (6)
Best Costume Design (2)
**Teaching Highlights**

**Jinhua China Arts School – Cultural Exchange**
Participated in a month-long cultural exchange with China. Then hosted students from China who participated in workshops and performances with our students throughout our county.

**Founded the Premier Arts Ambassador Program**
The Premier Arts Ambassadors are an elite group of talented teens in the Elkhart area focused on bettering themselves and the community and inspiring others to achieve their goals. Though young in age, the Ambassadors seek to develop their performance skills and demonstrate the power of youth, while encouraging all to “play a part”.

**Founded the Premier Arts Club**
The Premier Arts Club (P.A.C.) aims to create tomorrow’s leaders by igniting a spirit of positivity and self-sufficiency in its members through hands-on & cooperative activities.

**Theater Class at Pierre Moran Middle School** (collaboration with Elkhart Community Schools)
Premier Arts teaches a daily drama class at the local middle school to promote self-confidence, collaboration, presentation skills, and creativity.

**After School Enrichment Programs** (collaboration with Elkhart Community Schools 21st Century Program)
Premier Arts leads theater classes and rehearsals at Roosevelt Elementary School and Pierre Moran Middle School during their afterschool club-time.

**Summer Programming**
Premier Arts Best of Broadway Camp is a sold-out summer day camp for ages 5-17 every year.

EdCamp and Summerscape (in collaboration with the Elkhart Education Foundation)
Premier Arts led weekly drama and creative arts camps that provided enrichment and cultivated confidence & arts appreciation among at-risk students.

**Elkhart Community Schools – Intercultural Relation Group**
Responsible for all production aspects of this community wide conversation. Speakers include:
Original Freedom Rider - Charles Person
Holocaust Survivor - Eva Mozes Kor
Human Rights Defender - Henriette Nyirarukunda Ngenga
Speak Truth to Power – Robert F. Kennedy Humans Rights, Kerry Kennedy
Kurt Weimer  
51870 Winding Waters Ln  
Elkhart, Indiana 46514  
(h) 574-606-8941

Resume, 1/22/2022

Education:
   Greenwood Community Schools, Graduated 1989
   Ball State University, BS Music Education, 1996 (certificate on file)
   -Professional Teaching Licensure, Instrumental, Vocal, General, K-12
   Indiana Wesleyan University, Master of Education, 2007 (certificate on file)

Employment History:
   Francis Joseph Reitz High School, Evansville, IN 1996-2005
      -Assistant Band & Orchestra director 1996-1999
      -Head Band & Orchestra director 1999-2005
         -Concert Band state finals: 97-finalist, 98-3rd, 99-finalist, 00-finalist, 02-finalist
         -Concert Orchestra state finals: 97-4th, 98-2nd, 99-4th, 00-finalist, 01-3rd
         -Marching Band state finals: Class A 1997-7th, 1998-5th
   St. Louis Regional - Class AAA Champion,
   -Grand Nationals Semi-Finalist 2001
   -show (drill) designer 1993-2005
   -arranger 1998, 2004
   -Gold Ratings in all Concert Band, Orchestra, Jazz, Marching Band performances
   -Performances at Walt Disney World, 97, 99, 01, 03, 05
      -Block schedule committee chairperson
      -Faculty Cabinet Chairperson (3 years)
      -EVSC All City Band Director (3 years)
      -EVSC All City Orchestra Director (2 years)
      -EVSC All City Jazz Director (2 years)

Elkhart Memorial High School 2005-2021
   Head Band Director 2005-2021
   Head Orchestra Director 2005-2008
   Music Department Chair 2011-2021
   -Oversaw the creation of a new band booster organization
   -Initiated and oversaw the addition of 2nd choral assistant, 3rd band assistant, 2nd and 3rd orchestra assistant
   -Developed “Happy Holidays” all-department holiday concert
   -Auditorium Manager
   -Organize and coordinate bi-annual performance trip to Orlando, Florida, including Walt Disney World, Universal Studios, Clearwater Beach, Kennedy Space Center, Mammoth Cave;
   -Indianapolis 500 televised and pre-race parades 2008, 2016
Numerous gold ratings and with-distinction ratings in concert band, orchestra, jazz, and marching band
Band department was an 11 time recipient of the all-music award since 2005
ECS Teacher of the Year 2015

Boling Vision Center 2021-current
Project Manager
-Supervise building renovations
-Coordinate design/build projects
-Develop and lead bidding conferences
-Create project scopes and solicit quotes
-Daily construction site visits and communication
-Identify opportunities for efficiency
-Monitor building conditions

Professional Organizations:
Indiana Bandmasters Association member 1996-2021
ISSMA State Board member 2 tenures
ISSMA Marching Band Committee 2 tenures, Concert Committee
ISSMA Concert Organizational/Solo and Ensemble Host 1996-2021
ISSMA Concert Organizational Adjudicator 2017-2021
Elkhart Education Foundation founding board member
ISTA Member 1995-2021, association building representative 16 years

Other Profession-related Experiences:
Star of Indiana Drum and Bugle Corps, 1991, World Champions
Show designer for Franklin Central Marching Band 1993-1996 - State Fair Champions (4)

Hobbies & Interests:
Travel and camping with family and friends, gardening, cooking, metalworking, woodworking, electronics, spoiling dogs

References:
Band booster presidents, civic individuals, teachers, principals available upon request
Kurt Weimer: After completing his Bachelor of Arts; Music Education, from Ball State University in 1996, Kurt became licensed as an Instrumental, Vocal, and General music teacher for grades K-12 and began teaching at F. J. Reitz High School as the Band and Orchestra Director. During his tenure at Reitz, he assisted or led four concert band, four orchestra, and two marching band state finals appearances, a Bands of America Regional Class AAA Championship, and Grand National Semi-Finals qualification as well as receiving only gold ratings in all ensembles until moving north to be closer to family.

In 2005 Kurt became the band and orchestra director at Elkhart Memorial High School and assisted band instruction at West Side and North Side Middle Schools. During his time at Memorial, he brought the marching band back into competitive status and continued to increase the band and orchestra program gold ratings. Kurt focused on building relationships and soft-skills building through music performance as a primary focus in our diverse and socioeconomically challenging student population. He led the creation of a band booster organization that surpassed $100,000 in just five years. In 2007 he completed coursework to receive his Masters in Education from Indiana Wesleyan University. Kurt was also the music department chair from 2008 to 2021, increasing the music instruction team by three staff members, one vocal, two orchestra, and one band director, and leading the department to four ISSMA Total Department All-Music department awards for comprehensive excellence in all aspects of the music program. Kurt was selected by his peers as the Elkhart Memorial High School teacher of the year in 2016. He continued to lead the department through new school-wide initiatives, advances in technology, mentoring department members and student leaders, the merger of two high schools into one, as well as playing an integral role in the design and oversight of a new state-of-the-art music instruction facility. He served on the Indiana State School Music Association board of directors for six years as well as committees that redefined the rubrics used for ISSMA ensemble performance evaluations.

In 2021, Kurt became the project manager for Boling Vision Center. He has supervised the multi-million dollar design, renovation, and construction of several properties related to healthcare, foodservice, solar energy systems, and manufacturing - including a state-of-the-art lens manufacturing lab. He builds strong team-minded relationships with co-workers and contractors. Problem solving, organization, efficiency, disciplinary study, fiscal responsibility, and timely communication are an integral part of each and every day. Kurt has an evolving understanding of fire and safety protocols, surveillance, handicap accessibility, building security, food service codes and processes, water quality and conservation, environmental concerns, energy efficiency, and cost-avoidance
techniques. On a regular basis Kurt identifies concerns and arranges solutions or timely repair work. His background in education allows him to share the importance of these concepts with workers in a meaningful way.
Dawn Lisa McGrath
933 East Beardsley Avenue
Elkhart, IN 46514
(574) 606-2609
drdawnmcgrath@gmail.com

Education
Doctorate of Education; Ball State University
Educational Leadership; School Superintendent License

Masters of Science Northern Illinois University

Bachelor of Science Northern Illinois University

Work Experiences
2021 - present Executive Director, IN*SOURCE
2010 – 2020: Adjunct Instructor/ Post Doctoral Fellow at ISU, IUPUI, IUK, and IUSB
2015 - 2019 Deputy Superintendent/Director of Special Services Elkhart Community Schools
2013 – 2015 Director of Secondary Education Hamilton Southeastern Schools
2011 – 2013: Director of Special Education and Special Projects Kokomo-Center Schools
2010 – 2020: Adjunct Instructor/ Post Doctoral Fellow at ISU, IUPUI, IUK, and IUSB
2000– 2010: State Director of Exceptional Learners, Project Director Indiana Department of Education
1985– 2000: Teacher of Special Education Indianapolis; Miami; Grand Rapids; Blue Island

Notable Accomplishments
- Secured $23 million dollars in competitive grant funding for state and local purposes
- Oversaw the distribution of a billion dollars in state and federal funding to local school districts, monitored related grants and grant modifications
- In two districts, created college and career academy pathways, envisioned use of space and transformation of instructional practice, managed first stages of projects
- Established strategic school improvement processes and oversaw the development of
strategic plans in two districts, 50 schools
- Developed and implemented plans to bring three districts into 1:1 technology usage
- Developed state software to manage standards based accountability
- Developed and implemented the state alternative assessment system
- Developed and implemented the state electronic IEP system
- Prepared and presented dozens of training sessions nationally, statewide, and locally
- Developed the teacher evaluation system in two districts
- Served on a lead team that transformed the state data management system
- Established a Professional Learning Community (PLC) framework for district-wide processes
- Served on the state RTI/MTSS team
- Served on the original staff that designed and opened a new elementary academy with multiage configurations, STEM themes, and a continuous calendar
- Partnered with universities to develop courses for administrators and apply for grants
- Partnered with IU and Head Start to establish lab school and early childhood center
- Created a cohort program with IU to develop 10 new special education teachers
- Supervised the High Ability Coordinator at the Indiana Department of Education and oversaw the high ability program in three districts

Notable Honors and Distinctions

Summa Cum Laude, Northern Illinois University Honors Degree
Outstanding Women Leadership Award
Director, State Advisement Committee
Director, Indiana Alternate Assessment Task Force
President, Central Chapter Indiana Autism Society
Board of Directors, Indiana Autism Society
Director, Indiana Resource Network
Board of Directors, Indiana Special Olympics
Board of Directors, Elkhart and St. Joseph Counties Head Start Consortium
Indiana Teacher Appraisal and Support System (INTASS), member
Indiana RTI/MTSS Study Team, member
AdvancEd Accreditation Team, member

Presentations to: US Council of Chief State School Officers (CCSSO), National Early Childhood Technical Assistance Center (NECTEC), National Summit on the Shared Implementation of IDEA, Indiana Commission on Education, Indiana Urban Schools Association(IUSA), Indiana Association of School Superintendents(IASS), Indiana Association of School Principals (IASP) School Psychologist Association(ISPA), Indiana School Boards Association(ISBA), Indiana Council of Administrators of Special Education (ICASE), Indiana Speech and Hearing Association (ISHA), Indiana Association for Supervision & Curriculum Development, (IASCD), Indiana Resource Center for Families with Special Needs (IN*SOURCE), IDOE Early Childhood Administrators Conference, Purdue Leadership Development Conference, Indiana University Law Conference, Indiana Hearing Officer Training, Indiana Association for the Gifted (IAG), Indiana Computer Educators (ICE), The ARC of Indiana, the Indiana Head Start Board, Elkhart Thought Leadership Conference Panel
Arvis Dawson

Arvis Dawson served as the Executive Assistant to the Mayor of the City of Elkhart, Indiana, where he was responsible for implementing Mayor Dick Moore's vision for jobs and economic development. As the Executive Assistant, Dawson provided a high level of advice and leadership on the construction, implementation, and delivery of the mayor’s goals, priorities, and responsibilities. He served as the liaison to the City Council, department heads, boards, and citizens. In addition, he supervised the day-to-day operations of the City of Elkhart's youth center, the neighborhood coordinator and the planning and zoning department. Mr. Dawson was elected to the Elkhart City Council, as an At-Large Council Member (2020-2023).

Mr. Dawson has over 40 years of municipal government experience. Prior to serving as the Executive Assistant to the Mayor, he served seven (7) four-year terms as City Councilman for the 5th District. During those years on the council, he served in various capacities including, President, and chairperson for several committees including Public Works, Planning and Development, Arts and Cultural and Health and Safety and Finance.

Prior to becoming the Executive Assistant to the Mayor, Dawson served for 31 years as an educator for the Elkhart Community School Corporation as a Health and Physical Education teacher. In that role, Dawson served as the department chairperson and data team chairperson. He also coached several football, basketball, and track teams, in addition to serving as the student council advisor. He continues in the role of a group mentor for young men at one of the local middle schools and high school.

Mr. Dawson has served as Chairman of the Board for Indiana Black Expo, Inc. and as the Executive Vice-Chairman of that organization. Dawson has also served as the Democratic City Chair for the 2007 Municipal General election and was an Indiana Delegate to the 2008 Democratic National Convention. He has served on several boards, including the Elkhart County Election Board, the NAACP (current board member), DARE, Salvation Army, the Indiana State Teachers Association, Big Brothers/Big Sisters, and the Goshen College Alumni Board. In addition to being
elected to the Elkhart City Council, Mr. Dawson is currently serving as Past Chairman of the Board for the Indiana Minority Health Coalition, serves as chairperson of the Elkhart County Minority Health Coalition, is Co-Chair of Vibrant Community Initiative, a board member of the Elkhart County Visitors & Convention Bureau and is a Consultant for Indiana Black Expo, Inc., as well as a member of Elkhart Black Expo. He is also the Chairman of the Trustee Board for Agape Missionary Baptist Church. In addition, he serves as Finance Committee Chairman for the Elkhart City Council and is the Council President.

Mr. Dawson received a Bachelor of Arts from Goshen College and a Master of Arts from Indiana University. He resides in Elkhart with his family.
OBJECTIVE
Effectively utilize strong interpersonal and tech skills to grow and develop impactful and authentic business relationships.

SKILLS
Microsoft XP Expertise (Word, PowerPoint & Excel)
Salesforce
Canva
Prezi
Adobe Spark
Leadership

EXPERIENCE
Director of Business Development, Winter 2015 to Present
Boling Vision Center, Elkhart, IN.
- Responsible for business development and implementation of the market plan spanning four clinics and a surgery center within a 90-mile radius of Elkhart, IN.
- Directly supervises business development referral team and counselors
- Manage inbound and outbound processes and developed reports to capture referral numbers with +67% growth in referrals in 2021 compared to 2020
- Responsible for developing and implementing the community plan to drive brand recognition and influence decision makers for referrals
- Assist, develop and update patient educational content throughout all locations allowing patients to make more informed decisions about their health
- Negotiate, manage, and measure University of Notre Dame Athletic Partnership
- Directing daily sales and business development initiatives to grow a thriving Refractive and Cataract surgical volume
- Launched the 1st LIVE LASIK procedure and the 1st LIVE LASIK Bilingual Testimonial on Facebook in our area
- Responsible for supervising the charitable services provided through our Kindness to Prevent Blindness Program - K2PB Mobile Unit, the EYLEA Assistance Program, Operation Sight, Non-Profit Partnerships, and Financial Hardship Assistance
- Identifying new referral sources by utilizing appropriate resources

Business Development Manager, Fall 2011 to Winter 2016
Data Realty LLC. (Startup Innovation Park at Notre Dame), South Bend, IN.
- Determine client requirements and expectations to recommend specific data solutions
- Manage time effectively, meet personal goals and work effectively with other members of the team
- Analyze data to find trends and come to new conclusions based on findings
• Utilize online and offline sources to cultivate new leads and develop/maintain pipeline

**Assistant to Director of Operations, Fall of 2008 to 2009**
IPFW Athletics, Fort Wayne, IN.
• Updated records on attendance at athletic events
• Market for athletic events and adapt to changing conditions

**Administrative Assistant, Fall of 2007 to 2009**
IPFW Diversity and Multicultural Affairs, Fort Wayne, IN.
• Planned monthly meetings and organized calendar events
• Arranged for guest speakers
• Evaluated guest concerns

**EDUCATION**

**Indiana University-Purdue University of Fort Wayne**
Bachelor of Science Degree, May 2010
Major: Organizational Leadership and Supervision
Minor: Communication

**VOLUNTEER EXPERIENCE OR LEADERSHIP**

**Latino Chamber of Commerce**
Board Member, 2022 – Present

**Heart City Health**
Board Member, 2020 – Present

**Northeast Neighborhood Revitalization Organization**
Board Member, 2015 – 2020

**Engaging Women’s Conference at Saint Mary’s College**
Committee Member 2015 – Present

**Center for the Homeless, Young Professionals Against Poverty**
Co-Chair, 2013 - 2014
BIOGRAPHY

The “Buzzing Bee” Connecting Businesses & People

Bea Phillips is the Director of Business Development at Boling Vision Center (BVC). This role positions her, aptly, as a “Buzzing Bee” connecting Boling Vision Center to the community and the community to Boling Vision Center. Bea graduated from IPFW with a degree in Organizational, Leadership, and Supervision and has been with BVC since 2015. Her competitive edge and passion for giving back to the community serve her well in her current role as she is responsible for business development, marketing, and community outreach programs. Bea’s creative and tech-savvy skills benefited BVC as she launched the 1st LIVE LASIK Procedure and the 1st LIVE LASIK Bilingual Testimonial on Facebook in our area. Bea finds purpose in being a part of something bigger than herself, serving her well. She is responsible for supervising the community outreach and internal program called Kindness to Prevent Blindness offering all individuals the opportunity to receive quality eye care – routine, medical, and surgical no matter their financial situation. Bea is incredibly family-oriented and often spends time with her husband and two beautiful yet giant children!
Attachment 2-
Course Scope &
Sequence
## Grade 7 Curriculum Map

<table>
<thead>
<tr>
<th>Module 1</th>
<th>Module 2</th>
<th>Module 3</th>
<th>Module 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Focus</strong></td>
<td><strong>Title</strong></td>
<td><strong>Description</strong></td>
<td><strong>Evidence</strong></td>
</tr>
<tr>
<td>Reading, Writing, and Speaking Grounded in Evidence</td>
<td>The Lost Children of Sudan</td>
<td>Students launch the year developing their ability to analyze narratives about the Lost Children of Sudan. Students conduct research and develop first their informative writing skills by comparing a fictional to a historical account. Then, students develop their narrative writing skills to create their own stories about a Lost Child of Sudan and the lessons revealed through their journeys.</td>
<td>Present Knowledge</td>
</tr>
<tr>
<td>Researching to Build and Present Knowledge</td>
<td>Epidemics</td>
<td>Students read to develop background knowledge about epidemics in many forms: historical and current, medical and social. While students learn about the scientific investigation and medical intervention in these outbreaks, they also focus on the social and cultural responses to develop a model of how best to respond to challenging circumstances. Students research and develop a podcast about an epidemic that concerns them or their community, sharing the dynamic podcast complete with sound effects and music with others beyond the classroom.</td>
<td>Present Knowledge</td>
</tr>
<tr>
<td>Analyzing, Interpreting, and Evaluating Text</td>
<td>The Harlem Renaissance</td>
<td>Students explore drama, poetry, song, art, stories, and dance to understand and appreciate this cultural renewal. Students read articles and short biographies to build knowledge about the collaboration among writers, musicians, and artists; the social and political context of the 1900s for black Americans; and the legacy of the Harlem Renaissance. Students write literary argument essays about themes across several works from the Harlem Renaissance. Then, they develop a Harlem Renaissance exhibit of several works connected by theme and including one contemporary work that students choose or create themselves to demonstrate the legacy of the Harlem Renaissance.</td>
<td>Present Arguments</td>
</tr>
<tr>
<td>Researching to Write and Present Arguments</td>
<td>Plastic Pollution</td>
<td>Students close the year by reading about and researching plastic pollution in informational film, text, articles, and online resources. Through these texts, students explore solutions for plastic pollution at different points in the life cycle of plastic. Students write an argument essay about which point in the plastic life cycle is most effective for solving plastic pollution. Then, students develop an action plan they can enact through research, advocacy, or personal commitment. They conclude the module and year by creating a documentary film clip that conveys their argument, action plan, and conclusions about plastic pollution that they can share with their community and even the world beyond.</td>
<td>Present Arguments</td>
</tr>
</tbody>
</table>
# Grade 7: Curriculum Map

<table>
<thead>
<tr>
<th>Module 1</th>
<th>Module 2</th>
<th>Module 3</th>
<th>Module 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Texts and Resources (central text[s] in bold)</strong></td>
<td><strong>Texts and Resources (central text[s] in bold)</strong></td>
<td><strong>Texts and Resources (central text[s] in bold)</strong></td>
<td><strong>Texts and Resources (central text[s] in bold)</strong></td>
</tr>
<tr>
<td>- <em>A Long Walk to Water</em>, Linda Sue Park (RL 720L; one per student)</td>
<td>- <em>Patient Zero</em>, Marilee Peters (RI 1010L; one per student)</td>
<td>- <em>One Last Word: Wisdom from the Harlem Renaissance</em>, Nikki Grimes (RL NP; one per student)</td>
<td>- <em>Trash Vortex</em>, Danielle Smith-Llera (RI 1120L; one per student)</td>
</tr>
<tr>
<td>- “The Lost Boys of the Sudan,” <em>The State of the World’s Children</em> 1996 (RI; included in the module materials)</td>
<td>- “Kindness Contagion,” Jamil Zaki, <em>Scientific American</em> (RI; included in the module materials)</td>
<td>- <em>Harlem Renaissance Packet</em>, EL Education (RI 940L–1070L; one per student)</td>
<td>- <em>A Plastic Ocean</em>, Craig Leeson (RI film; one per classroom)</td>
</tr>
<tr>
<td>- <em>God Grew Tired of Us</em>, Dir. Christopher Quinn (RI film; one per classroom)</td>
<td>- “Social Contagion: Conflicting Ideas,” <em>The Economist Magazine</em> (RI; included in the module materials)</td>
<td>- <em>Shuffle Along</em>, Eubie Blake (RL CD; one per classroom)</td>
<td>- “Five Weird Materials That Could Replace Plastic,” Jessica Hullinger. <em>The Week</em>. (RI 1010L; included in the module materials)</td>
</tr>
<tr>
<td>- <em>Nasreen’s Secret School: A True Story of Afghanistan</em>, Jeanette Winter (RI ebook AD630L; one per classroom)</td>
<td>- “Are Social Epidemics Real?” <em>Science</em> (RI; included in the module materials)</td>
<td>- <em>Shuffle Along</em>, Flournoy Miller and Aubrey Lyles (RL drama; one per student)</td>
<td>- “Five Things You Can Do to End Plastic Pollution,” Anjali Acharya. <em>World Bank</em>. (RI 1240L; included in the module materials)</td>
</tr>
<tr>
<td>- <em>Brothers in Hope: The Story of the Lost Boys of Sudan</em>, Mary Williams (RL 610L; one per classroom)</td>
<td>- “Disease Detective,” Marylou Tousignant, <em>National Geographic Extreme Explorer</em> (RI; included in the module materials)</td>
<td>- “One Day I Had to Run,” John Deng Langbany (RI; included in the module materials)</td>
<td>- “Boyan Slat: The Great Pacific Garbage Patch Kid,” Pat Betteley. <em>Faces Magazine</em>. (RI 1070L; included in the module materials)</td>
</tr>
<tr>
<td>- <em>A Long Walk to Water</em>, Brilliance Audio (RL audiobook; one per classroom)</td>
<td>- “I Shall Return,” Claude McKay (RL poetry; one per student)</td>
<td>- <em>One Last Word: Wisdom from the Harlem Renaissance</em>, Nikki Grimes (RL NP; one per student)</td>
<td>- “Are Social Epidemics Real?” <em>Science</em> (RI; included in the module materials)</td>
</tr>
<tr>
<td>- <em>Patient Zero</em>, Marilee Peters (RI 1010L; one per student)</td>
<td>- “National Hymn (Lift Every Voice and Sing),” James Johnson Weldon (RL poetry; one per student)</td>
<td>- <em>A Long Walk to Water</em>, Brilliance Audio (RL audiobook; one per classroom)</td>
<td>- “Boyan Slat: The Great Pacific Garbage Patch Kid,” Pat Betteley. <em>Faces Magazine</em>. (RI 1070L; included in the module materials)</td>
</tr>
<tr>
<td>- “Are Social Epidemics Real?” <em>Science</em> (RI; included in the module materials)</td>
<td>- “Social Contagion: Conflicting Ideas,” <em>The Economist Magazine</em> (RI; included in the module materials)</td>
<td>- <em>Shuffle Along</em>, Eubie Blake (RL CD; one per classroom)</td>
<td>- “Five Things You Can Do to End Plastic Pollution,” Anjali Acharya. <em>World Bank</em>. (RI 1240L; included in the module materials)</td>
</tr>
<tr>
<td>- “Disease Detective,” Marylou Tousignant, <em>National Geographic Extreme Explorer</em> (RI; included in the module materials)</td>
<td>- “Are Social Epidemics Real?” <em>Science</em> (RI; included in the module materials)</td>
<td>- <em>Shuffle Along</em>, Eubie Blake (RL CD; one per classroom)</td>
<td>- “Five Things You Can Do to End Plastic Pollution,” Anjali Acharya. <em>World Bank</em>. (RI 1240L; included in the module materials)</td>
</tr>
<tr>
<td>- “One Day I Had to Run,” John Deng Langbany (RI; included in the module materials)</td>
<td>- “Disease Detective,” Marylou Tousignant, <em>National Geographic Extreme Explorer</em> (RI; included in the module materials)</td>
<td>- “One Day I Had to Run,” John Deng Langbany (RI; included in the module materials)</td>
<td>- “Boyan Slat: The Great Pacific Garbage Patch Kid,” Pat Betteley. <em>Faces Magazine</em>. (RI 1070L; included in the module materials)</td>
</tr>
</tbody>
</table>

---

1. Texts are listed in this order: literature first, then informational texts. Both categories shown from most to least quantitatively complex (based on Lexile®). See the Required Trade Books and Resources Procurement List for ISBNs, etc.
### Unit-Level Assessments (ELA CCSS)

<table>
<thead>
<tr>
<th>Module 1</th>
<th>Module 2</th>
<th>Module 3</th>
<th>Module 4</th>
</tr>
</thead>
</table>
| **Title:** Analyze Setting, Plot, and Point of View: *A Long Walk to Water*, Chapter 6  
**Format:** Selected and constructed response  
**CCSS:** RL.7.1, RL.7.3, RL.7.4, RL.7.6, RL.7.10, L.7.4, L.7.6 | **Title:** Analyze Structure: *Patient Zero*, Pages 41–44  
**Format:** Selected and constructed response  
**CCSS:** RL.7.1, RL.7.4, RL.7.5, RL.7.10, L.7.4, L.7.6 | **Title:** Compare and Contrast Versions of “Lift Every Voice and Sing”  
**Format:** Selected and constructed response  
**CCSS:** RL.7.1, RL.7.4, RL.7.7, RL.7.10, L.7.5a, L.7.6 | **Title:** Analyze Techniques and Argument in a Video  
**Format:** Selected and constructed response  
**CCSS:** RI.7.7, SL.7.2, SL.7.3 |
| **Title:** Part I: Analyze Development of Theme: *A Long Walk to Water*, Chapter 9  
**Format:** Selected and constructed response  
**CCSS:** RL.7.1, RL.7.2, RL.7.10 | **Title:** Analyze Individuals, Events, and Ideas: *Patient Zero*, Chapter 4  
**Format:** Selected and constructed response  
**CCSS:** RL.7.1, RL.7.3, RL.7.4, RL.7.10, L.7.6 | **Title:** Analyze Structure, Language, and Theme: “I Shall Return”  
**Format:** Selected and constructed response  
**CCSS:** RL.7.1, RL.7.2, RL.7.4, RL.7.5, RL.7.10, L.7.5c, L.7.6 | **Title:** Analyze Author’s Point of View and Purpose: *Trash Vortex*  
**Format:** Selected and constructed response  
**CCSS:** RL.7.1, RL.7.2, RL.7.6, RL.7.10, L.7.4a |
| **Title:** Research to Answer a Question  
**Format:** Selected and constructed response  
**CCSS:** RL.7.1, RL.7.2, W.7.7, W.7.8, SL.7.2 | **Title:** Part I: Read and Analyze Argument: “Are Social Epidemics Real?”  
**Format:** Note-catcher  
**CCSS:** RL.7.1, RL.7.8, RL.7.10, L.7.6 | **Title:** Analyze Story Elements and Point of View: “The Boy and the Bayonet,” Part III  
**Format:** Selected response  
**CCSS:** RL.7.1, RL.7.3, RL.7.6, RL.7.10, L.7.4a | **Title:** Analyze How Authors Present Evidence Differently  
**Format:** Selected response  
**CCSS:** RI.7.2, RI.7.4, RI.7.6, RI.7.9, RL.7.10, L.7.4a, L.7.5b |
| **Title:** Part II: Text-Based Discussion: Themes: *A Long Walk to Water*  
**Format:** Text-based discussion  
**CCSS:** RL.7.1, RL.7.2, SL.7.1a, SL.7.1b, SL.7.1c | **Title:** Analyze Story Elements and Point of View: “The Boy and the Bayonet,” Part III  
**Format:** Selected response  
**CCSS:** RL.7.1, RL.7.3, RL.7.6, RL.7.10, L.7.4a | **Title:** Analyze Author’s Point of View and Purpose: *Trash Vortex*  
**Format:** Selected and constructed response  
**CCSS:** RL.7.1, RL.7.2, RL.7.6, RL.7.10, L.7.4a |
<p>| <strong>Title:</strong> Mid-Unit 1 | <strong>Title:</strong> End of Unit 1 | <strong>Title:</strong> Mid-Unit 2 | <strong>Title:</strong> End of Unit 1 |</p>
<table>
<thead>
<tr>
<th>Module 1</th>
<th>Module 2</th>
<th>Module 3</th>
<th>Module 4</th>
</tr>
</thead>
</table>
| **Title:** Compare and Contrast *A Long Walk to Water* and “The ‘Lost Girls’ of Sudan”  
**Format:** Informative essay  
**CCSS:** RL.7.1, RL.7.9, RI.7.1, W.7.2, W.7.4, W.7.6, W.7.9, W.7.10 | **Title:** Part I: Write an Informative Essay: Social and Medical Epidemics  
**Format:** Informative essay  
**Format:** Literary argument essay  
**CCSS:** W.7.1, W.7.6, W.7.9a, W.7.10 | **Title:** Part I: Write an Argument Essay  
**Format:** Argument essay  
**CCSS:** W.7.1, W.7.5, W.7.6, W.7.9b, W.7.10 |
| **Mid-Unit 3** | **End of Unit 2** | **Mid-Unit 3** | **End of Unit 3** |
| **Title:** Compare Audio to Text: *A Long Walk to Water*, Chapter 1  
**Format:** Selected and constructed response  
**CCSS:** RL.7.1, RL.7.7 | **Title:** Research to Answer a Question  
**Format:** Selected and constructed response; online research and note-taking  
**CCSS:** RI.7.1, RI.7.3, RI.7.4, W.7.7, W.7.8, L.7.1a, L.7.6 | **Title:** Analyze Structure, Language, and Theme: “The Sculptor”  
**Format:** Selected and constructed response  
**CCSS:** RL.7.2, RL.7.4, RL.7.5, L.7.4a | **Title:** Revise and Edit Documentary Script  
**Format:** Revisions  
**CCSS:** W.7.5 |
| **Title:** Write a Narrative about a Lost Boy or Girl of Sudan  
**Format:** Narrative children’s book  
**CCSS:** W.7.3, W.7.4, W.7.6, W.7.10 | **Title:** Present Podcast Script  
**Format:** Presentation  
**CCSS:** SL.7.4, SL.7.6, L.7.3, L.7.6 | **Title:** Present Museum Exhibit  
**Format:** Presentation  
**CCSS:** SL.7.4, SL.7.5, SL.7.6 | **Title:** Documentary Pitch  
**Format:** Presentation  
**CCSS:** SL.7.4, SL.7.5, SL.7.6 |

**Common Core State Standards for ELA & Literacy Formally Assessed, by Module**

- In the Curriculum Map on the following pages, any specific CCSS with a check mark indicates that standard is formally assessed in the given module.
- Some standards are formally assessed in multiple modules.
- Because of the integrated nature of the standards, even standards that are not formally assessed are often embedded in instruction throughout every module (e.g., RL.1, RI.1). Refer to the Unit-at-a-Glance in the Unit Overview to determine which standards are addressed (even if not formally assessed) in the instruction of each lesson.
Many standards (e.g., W.2) have a main standard and then subcomponents (e.g., W.2a). Sometimes, students’ mastery of the entirety of this standard is scaffolded across multiple modules. Therefore, in the Curriculum Map on the following pages, the “parent” standard is checked only if all components of that standard are formally assessed within that particular module. Otherwise, just the specific components are checked.

- An exception to this, when assessed through writing, is that the L.1, L.2, and L.3 “parent” standards may be checked without the subcomponents, as the language skills demonstrated through student writing will vary.

- For Language standards: Beginning in grade 3, skills and understandings that are particularly likely to require continued attention in higher grades as they are applied to increasingly sophisticated writing and speaking are marked with an asterisk (*).

### Reading Standards for Literature

<table>
<thead>
<tr>
<th>CCS Standard</th>
<th>Module 1</th>
<th>Module 2</th>
<th>Module 3</th>
<th>Module 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RL.7.1:</strong> Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>RL.7.2:</strong> 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.</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>RL.7.3:</strong> Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>RL.7.4:</strong> 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.</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>RL.7.5:</strong> Analyze how a drama’s or poem’s form or structure (e.g., soliloquy, sonnet) contributes to its meaning</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>RL.7.6:</strong> Analyze how an author develops and contrasts the points of view of different characters or narrators in a text.</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>RL.7.7:</strong> 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).</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td><strong>RL.7.9:</strong> 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.</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RL.7.10:</strong> 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.</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>
### Reading Standards for Informational Text

<table>
<thead>
<tr>
<th>CCS Standard</th>
<th>Module 1</th>
<th>Module 2</th>
<th>Module 3</th>
<th>Module 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RI.7.1:</strong> Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>RI.7.2:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>RI.7.3:</strong> 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).</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>RI.7.4:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>RI.7.5:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>RI.7.6:</strong> Determine an author’s point of view or purpose in a text and analyze how the author distinguishes his or her position from that of others.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>RI.7.7:</strong> 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).</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>RI.7.8:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>RI.7.9:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>RI.7.10:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
</tbody>
</table>

### Writing Standards

<table>
<thead>
<tr>
<th>CCS Standard</th>
<th>Module 1</th>
<th>Module 2</th>
<th>Module 3</th>
<th>Module 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>W.7.1:</strong> Write arguments to support claims with clear reasons and relevant evidence.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.1a:</strong> Introduce claim(s), acknowledge alternate or opposing claims, and organize the reasons and evidence logically.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.1b:</strong> Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.1c:</strong> Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), reasons, and evidence.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>CCS Standard</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.1d:</strong> Establish and maintain a formal style.</td>
<td>Module 1</td>
<td>Module 2</td>
<td>Module 3</td>
<td>Module 4</td>
</tr>
<tr>
<td><strong>W.7.1e:</strong> Provide a concluding statement or section that follows from and supports the argument presented.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.2:</strong> Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.2a:</strong> Introduce a topic 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.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.2b:</strong> Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.2c:</strong> Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.2d:</strong> Use precise language and domain-specific vocabulary to inform about or explain the topic.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.2e:</strong> Establish and maintain a formal style.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.2f:</strong> Provide a concluding statement or section that follows from and supports the information or explanation presented.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.3:</strong> Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.3a:</strong> 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.</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.3b:</strong> Use narrative techniques, such as dialogue, pacing, and description, to develop experiences, events, and/or characters.</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.3c:</strong> Use a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.3d:</strong> Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.3e:</strong> Provide a conclusion that follows from and reflects on the narrated experiences or events.</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.4:</strong> 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.)</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>CCS Standard</td>
<td>Module 1</td>
<td>Module 2</td>
<td>Module 3</td>
<td>Module 4</td>
</tr>
<tr>
<td>---------------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>W.7.5:</strong> 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.)</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.6:</strong> Use technology, including the Internet, to produce and publish writing and link to and cite sources as well as to interact and collaborate with others, including linking to and citing sources.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>W.7.7:</strong> Conduct short research projects to answer a question, drawing on several sources and generating additional related, focused questions for further research and investigation.</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.8:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.9:</strong> Draw evidence from literary or informational texts to support analysis, reflection, and research.</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.9a:</strong> 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’).</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.9b:</strong> 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’).</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>W.7.10:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
</tbody>
</table>

### Speaking and Listening Standards

<table>
<thead>
<tr>
<th>CCS Standard</th>
<th>Module 1</th>
<th>Module 2</th>
<th>Module 3</th>
<th>Module 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SL.7.1:</strong> 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.</td>
<td>✔️</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SL.7.1a:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SL.7.1b:</strong> Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed.</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SL.7.1c:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Grade 7: Curriculum Map

#### SL.7.1d: Acknowledge new information expressed by others and, when warranted, modify their own views.

- **Module 1:** ✓

#### SL.7.2: 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.

- **Module 2:** ✓
- **Module 3:** ✓

#### SL.7.3: Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and the relevance and sufficiency of the evidence.

- **Module 4:** ✓

#### SL.7.4: Present claims and findings, emphasizing salient points in a focused, coherent manner with pertinent descriptions, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation.

- **Module 2:** ✓
- **Module 3:** ✓
- **Module 4:** ✓

#### SL.7.5: Include multimedia components and visual displays in presentations to clarify claims and findings and emphasize salient points.

- **Module 3:** ✓
- **Module 4:** ✓

#### SL.7.6: 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.)

- **Module 3:** ✓
- **Module 4:** ✓

### Language Standards

#### L.7.1: Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

- **Module 1:** ✓

#### L.7.1a: Explain the function of phrases and clauses in general and their function in specific sentences.

- **Module 2:** ✓

#### L.7.1b: Choose among simple, compound, complex, and compound-complex sentences to signal differing relationships among ideas.

- **Module 3:** ✓

#### L.7.1c: Place phrases and clauses within a sentence, recognizing and correcting misplaced and dangling modifiers.*

- **Module 4:** ✓

#### L.7.2: Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

- **Module 2:** ✓
- **Module 3:** ✓

#### L.7.2a: Use a comma to separate coordinate adjectives (e.g., It was a fascinating, enjoyable movie but not He wore an old, green shirt).

- **Module 4:** ✓

#### L.7.2b: Spell correctly.

- **Module 3:** ✓

#### L.7.3: Use knowledge of language and its conventions when writing, speaking, reading, or listening.

- **Module 2:** ✓

#### L.7.3a: Choose language that expresses ideas precisely and concisely, recognizing and eliminating wordiness and redundancy.*

- **Module 4:** ✓
<table>
<thead>
<tr>
<th>CCS Standard</th>
<th>Module 1</th>
<th>Module 2</th>
<th>Module 3</th>
<th>Module 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>L.7.4:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>L.7.4a:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>L.7.4b:</strong> Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., <em>belligerent, bellicose, rebel</em>).</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>L.7.4c:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>L.7.4d:</strong> 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).</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>L.7.5:</strong> Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>L.7.5a:</strong> Interpret figures of speech (e.g., literary, biblical, and mythological allusions) in context.</td>
<td></td>
<td>✔️</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>L.7.5b:</strong> Use the relationship between particular words (e.g., synonym/antonym, analogy) to better understand each of the words.</td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td><strong>L.7.5c:</strong> Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., <em>refined, respectful, polite, diplomatic, condescending</em>).</td>
<td></td>
<td></td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td><strong>L.7.6:</strong> 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.</td>
<td>✔️</td>
<td>✔️</td>
<td>✔️</td>
<td></td>
</tr>
</tbody>
</table>
## Wit and Wisdom Core Practice Chart

<table>
<thead>
<tr>
<th>Core Practice Description</th>
<th>Progression of Practice</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Questioning</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Students monitor their understanding of the text by recording questions they have about it. | During their first encounter with a text, students record questions they have about it. When students return to the text, they continue to monitor their understanding, recording any additional questions that arise while also looking for answers to their initial questions. After the first stage of reading, students share, and when possible, answer these text-based questions, or problem-solve about how to answer the questions. For instance, students may return to the text, consult a reference source, or conduct research. | **For Students**<br>When readers ask themselves (or others) questions during the first few readings of a text, they are able to<br>- maintain engagement with and focus on the text while reading and<br>- monitor their comprehension of what they are reading.  
**For Teachers**<br>Examining students’ questions serves as a valuable formative assessment tool as the questions students ask indicate their understanding of the text and learning from previous modules. |
| **Annotating**            |                          |       |
| While independently reading a text or section of text, students make notes with common annotation symbols and/or marginal notes. For a sample Annotation Chart, see the “Resources” chapter. | Annotation during the first read aims to develop the habit of monitoring understanding of a text as students read. In subsequent reads, annotation focuses readers on deeper understanding, such as distinguishing among purpose, claim, and conclusion; noticing authors’ crafting of literary elements or text features; and/or supporting learning goals relevant to the text (e.g., character analysis, influence of setting). | **For Students**<br>Annotation encourages active reading, inviting students to engage in a dialogue with the text while reading.  
**For Teachers**<br>Annotations serve as indicators of students’ understanding of the text and learning from previous modules. |
<table>
<thead>
<tr>
<th>Summarizing</th>
<th>For Students</th>
<th>For Teachers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students summarize texts, or sections of longer texts, and reflect as they summarize to determine the main topic/idea or central idea of what they are reading.</td>
<td>While many strategies encourage summarization, the use of visuals and manipulatives (objects that can be used in a hands-on manner) from Grades K-8 support all learners, particularly visual and kinesthetic learners. Students may begin practice working with graphic organizers. The goal is for students to achieve independence, ultimately no longer needing the structured organizer to summarize text and distinguish main ideas/themes/plot points from details.</td>
<td>Summarizing a text, or portion of text, after reading helps readers to</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• think about texts more deeply, at the word and sentence level, and the text as a whole;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• identify main and central ideas and key and supporting details;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• distinguish between more relevant and less relevant details; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• check their comprehension of what they have read.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To summarize, a reader must make determinations about the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• The main or central ideas (in informational texts) and plot points and/or themes (in literary texts)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• The key ideas versus details</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Relevance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>For Teachers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Students summaries are valuable assessment tools, providing insights into students’ understanding of texts, their ability to distinguish important versus unimportant details, and their comprehension of the central message or theme of a text.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Collecting Evidence</th>
<th>For Students</th>
<th>For Teachers</th>
</tr>
</thead>
<tbody>
<tr>
<td>The purposeful collecting of evidence serves as the bridge from reading to writing. Students collect evidence during reading when they question and annotate. The Core Practice formalizes the process, pinpointing the period when students collect evidence in response to a specific prompt, task, or question.</td>
<td>Students excavate the text (or multiple texts) to respond in depth to any question or purpose requiring a complex analysis and synthesis of multiple pieces of evidence (from the same text or multiple texts). To gain practice, students collect evidence as a class, in small groups, or in pairs. Ultimately, students work individually with their own graphic organizers or their own note-taking or annotation systems to collect and record evidence prior to expressing their understandings through writing or speaking.</td>
<td>Collecting evidence, grounding written and oral responses with textual evidence, answering text-dependent questions, and writing to sources have all been an emphasis of ELA instruction. The CCSS have increased this focus even more. To meet rigorous new standards, students must identify, evaluate, and cite textual evidence.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>For Teachers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Students’ purposeful and strategic selection of textual evidence provides insight into students’ understanding of a task and a text and their ability to synthesize and contextualize evidence in writing or speaking.</td>
</tr>
</tbody>
</table>
# Curriculum Map for Grades PK-5

**A Story of Units**

**Key:**

- Number
- Geometry
- Number and Measurement
- Fractions

<table>
<thead>
<tr>
<th>1st TRIMESTER</th>
<th>2nd TRIMESTER</th>
<th>3rd TRIMESTER</th>
<th>4th TRIMESTER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>M1:</strong> Counting to 5 (45 days)</td>
<td><strong>M3:</strong> Comparison of Length, Weight, Capacity, and Numbers to 10 (38 days)</td>
<td><strong>M5:</strong> Addition and Subtraction Stories and Counting to 20 (35 days)</td>
<td><strong>M4:</strong> Multiplication and Division of Fractions and Decimal Fractions (38 days)</td>
</tr>
<tr>
<td><strong>M2:</strong> Shapes (15 days)</td>
<td><strong>M4:</strong> Number Pairs, Addition and Subtraction to 40 (35 days)</td>
<td><strong>M6:</strong> Collecting and Displaying Data (30 days)</td>
<td><strong>M1:</strong> Place Value and Decimal Fractions (20 days)</td>
</tr>
<tr>
<td><strong>M3:</strong> Numbers to 10 (43 days)</td>
<td><strong>M5:</strong> Introduction to Place Value Through Addition and Subtraction Within 20 (35 days)</td>
<td><strong>M7:</strong> Problem Solving with Multiplication and Division (20 days)</td>
<td><strong>M2:</strong> Addition and Subtraction of Units (12 days)</td>
</tr>
<tr>
<td><strong>M2:</strong> Counting to 10 (43 days)</td>
<td><strong>M6:</strong> Comparison of Numbers to 1,000 (25 days)</td>
<td><strong>M6:</strong> Problem Solving with Units of Measure (25 days)</td>
<td><strong>M3:</strong> Counting to 10 (50 days)</td>
</tr>
<tr>
<td><strong>M3:</strong> Comparison of Length, Weight, Capacity, and Numbers to 10 (38 days)</td>
<td><strong>M7:</strong> Place Value, Counting, and Comparison of Numbers to 1,000 (25 days)</td>
<td><strong>M4:</strong> Multiplication and Division of Fractions and Decimal Fractions (38 days)</td>
<td><strong>M2:</strong> Introduction to Place Value Through Addition and Subtraction Within 20 (35 days)</td>
</tr>
<tr>
<td><strong>M4:</strong> Comparison of Length, Weight, Capacity, and Numbers to 5 (35 days)</td>
<td><strong>M8:</strong> Decimal Fractions (20 days)</td>
<td><strong>M4:</strong> Problem Solving with the Coordinate Plane (40 days)</td>
<td><strong>M3:</strong> Addition and Subtraction of Units (12 days)</td>
</tr>
<tr>
<td><strong>M5:</strong> Addition and Subtraction of Length Units (12 days)</td>
<td><strong>M6:</strong> Place Value, Counting, and Comparison of Numbers to 1,000 (25 days)</td>
<td><strong>M5:</strong> Problem Solving with the Coordinate Plane (40 days)</td>
<td><strong>M3:</strong> Comparison of Length, Weight, Capacity, and Numbers to 10 (38 days)</td>
</tr>
<tr>
<td><strong>M6:</strong> Place Value, Counting, and Comparison of Numbers to 1,000 (25 days)</td>
<td><strong>M7:</strong> Problem Solving with Units of Measure (25 days)</td>
<td><strong>M5:</strong> Problem Solving with the Coordinate Plane (40 days)</td>
<td><strong>M2:</strong> Shapes (15 days)</td>
</tr>
<tr>
<td><strong>M7:</strong> Place Value, Counting, and Comparison of Numbers to 1,000 (25 days)</td>
<td><strong>M8:</strong> Place Value, Rounding, and Algorithms for Addition and Subtraction (25 days)</td>
<td><strong>M6:</strong> Time, Shapes, and Fractions as Equal Parts of Shapes (20 days)</td>
<td><strong>M3:</strong> Comparison of Length, Weight, Capacity, and Numbers to 10 (38 days)</td>
</tr>
<tr>
<td><strong>M8:</strong> Time, Shapes, and Fractions as Equal Parts of Shapes (20 days)</td>
<td><strong>M9:</strong> Unit Conversions (7 days)</td>
<td><strong>M7:</strong> Exploring Measurement with Multiplication (20 days)</td>
<td><strong>M4:</strong> Comparison of Length, Weight, Capacity, and Numbers to 10 (38 days)</td>
</tr>
</tbody>
</table>

*The columns indicating trimesters and quarters are provided to give you a rough guideline. Please use this additional column for your own pacing considerations based on the specific dates of your academic calendar.

**Please refer to the modules themselves to identify partially labeled titles as well as the standards corresponding to all modules.*
### Curriculum Map for Grades 6-8

**A Story of Ratios**

<table>
<thead>
<tr>
<th></th>
<th>Grade 6</th>
<th>Grade 7</th>
<th>Grade 8</th>
<th>2015-16*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1st TRIMESTER</strong></td>
<td>M1: Ratios and Unit Rates (35 days)</td>
<td>M1: Ratios and Proportional Relationships (30 days)</td>
<td>M1: Integer Exponents and Scientific Notation (20 days)</td>
<td>1st QUARTER</td>
</tr>
<tr>
<td></td>
<td>M2: Arithmetic Operations Including Division of Fractions (25 days)</td>
<td>M2: Rational Numbers (30 days)</td>
<td>M2: The Concept of Congruence (25 days)</td>
<td></td>
</tr>
<tr>
<td><strong>2nd TRIMESTER</strong></td>
<td>M3: Rational Numbers (25 days)</td>
<td>M3: Expressions and Equations (35 days)</td>
<td>M3: Similarity (25 days)</td>
<td>2nd QUARTER</td>
</tr>
<tr>
<td></td>
<td>M4: Expressions and Equations (45 days)</td>
<td>M4: Percent and Proportional Relationships (25 days)</td>
<td>M4: Linear Equations (40 days)</td>
<td></td>
</tr>
<tr>
<td><strong>3rd TRIMESTER</strong></td>
<td>M5: Expressions and Equations (35 days)</td>
<td>M5: Statistics and Probability (25 days)</td>
<td>M5: Examples of Functions from Geometry (15 days)</td>
<td>3rd QUARTER</td>
</tr>
<tr>
<td></td>
<td>M6: Statistics (25 days)</td>
<td>M6: Geometry (35 days)</td>
<td>M6: Linear Functions (20 days)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>M5: Area, Surface Area, and Volume Problems (25 days)</td>
<td></td>
<td></td>
<td>4th QUARTER</td>
</tr>
</tbody>
</table>

**Key:**

- **Number**
- **Geometry**
- **Ratios and Proportions**
- **Expressions and Equations**
- **Statistics and Probability**
- **Functions**

*Approx. test date for grades 6-8*

*The columns indicating trimesters and quarters are provided to give you a rough guideline. Please use this additional column for your own pacing considerations based on the specific dates of your academic calendar.*
Contents

Introduction to Challenge Based Learning 3
Teacher Planning and Preparation 4
Understanding the Process 4
Access to Technology and a Collaborative Workspace 5
Defining the Student Products 5
Determining Assessment Strategies 7
School and Community Partnerships 8
Knowing Your Evolving Role 8
Challenge Based Learning in the Classroom 9
Stage 1: From Big Idea to the Challenge 9
Stage 2: Setting the Foundation for the Solution 11
Stage 3: Identifying a Solution 13
Stage 4: Implementation and Evaluation 13
Stage 5: Publishing Results and Reflections 15
Frequently Asked Questions 16
Resources Setting the Stage 18
Big Ideas and Essential Questions 19
Preparation Checklist 20
Standards and Assessment 22
Thoughts on Standards 23
Sample CBL Rubric 25
Assessment Ideas 26
Supporting the Process 27
Roles and Responsibilities 28
Guiding Questions, Resources, and Activities Matrix 29
Group Challenge Guide 30
Technology Guide 32
Reflection Prompts 33
CBL Team Contract 34
Publishing 36
Challenge Proposal Storyboard 37
Solution Storyboard 38
Video Specifications 39
Thank You 40

© 2010 Apple Inc. All rights reserved. Apple, the Apple logo, FaceTime, iChat, iMac, iMovie, iPhone, iPod touch, iSight, iTunes, iWork, Mac, Mac OS, MacBook, Numbers, Pages, QuickTime, Safari, and Snow Leopard are trademarks of Apple Inc., registered in the U.S. and other countries. iPad and iWeb are trademarks of Apple Inc. MobileMe is a service mark of Apple Inc.
Introduction to Challenge Based Learning

Students today have instant access to information through technology and the web, manage their own acquisition of knowledge through informal learning, and have progressed beyond consumers of content to become producers and publishers. As a result, traditional teaching and learning methods are becoming less effective at engaging students and motivating them to achieve.

Today’s students are presented with content-centric assignments that meet standards but lack a real-world context and opportunities for active participation. Because these assignments often fail to engage students, they can lead to uninspired work and a gradual process of disengagement. Studies from the National Center for Education Statistics show that more than 30% of students drop out before the end of their first year of high school. Fortunately, the disengagement process can be reversed, and one of the most effective strategies for doing so—as reported by students themselves—is more relevant, challenging coursework (John M. Bridgeland, John J. Dilulio, Jr., Karen Burke Morison, “The Silent Epidemic: Perspectives of High School Dropouts,” Civic Enterprises in association with Peter D. Hart Research Associates for the Bill & Melinda Gates Foundation, March 2006).

To address this need, Apple Inc. worked with teachers and leaders in the education community to develop a new approach to teaching and learning called Challenge Based Learning, an engaging, multidisciplinary approach that starts with standards-based content and lets students leverage the technology they use in their daily lives to solve complex, real-world problems. Challenge Based Learning is collaborative and hands on, asking students to work with other students, their teachers, and experts in their communities and around the world to develop deeper knowledge of the subjects they are studying, identify and solve challenges, make a difference in their community, and share their results with the world.

The interdisciplinary, cooperative, and applied nature of Challenge Based Learning makes it perfect for students of all ages. This guide is for educators from elementary grades to higher education who want to implement Challenge Based Learning in their learning environment. The guide includes specific recommendations for planning and implementing Challenge Based Learning and includes best practices, practical tips, frequently asked questions, and ways to adapt the approach for younger students. The Appendix contains a collection of resources designed to facilitate the Challenge Based Learning process.
Teacher Planning and Preparation

Best Practices
Challenge Based Learning mirrors the 21st century workplace. To stay true to its intent, make sure participants:

- Work in collaborative groups
- Use technology commonly used in daily life
- Tackle real-world problems using a multidisciplinary approach
- Share the results with the world

Challenge Based Learning mirrors the 21st century workplace. Students work in collaborative groups and use technology to tackle real-world issues in the context of their school, family, or local community. For teachers, the task is to work with students to take multidisciplinary standards-based content, connect it to what is happening in the world today, and translate it into an experience in which students make a difference in their community. Accomplishing this goal necessitates giving students structure, support, checkpoints, and the right tools to get their work done successfully, while allowing them enough freedom to be self-directed, creative, and inspired.

Understanding the Process
Challenge Based Learning begins with a big idea and cascades to the following: the essential question; the challenge; guiding questions, activities, and resources; determining and articulating the solution; taking action by implementing the solution; assessment; and publishing the solution and sharing it with the world. Reflection and informative assessment are an important part of the process at every stage as they reinforce learning and prepare students for what is coming next.

The Framework

- Big Idea
- Essential Question
- The Challenge
- Guiding Questions
- Guiding Activities
- Guiding Resources: Web and iTunes U
- Solution: Implementation
- Evaluation/Assessment
- Publishing: Student Solutions
- Publishing: Student Reflections
Although teacher involvement throughout the Challenge Based Learning process is crucial, its nature changes as students progress through its stages. Early on—when you introduce Challenge Based Learning to your students and set up the challenge—you are making decisions, communicating information, teaching skills, and answering questions about how the process works and what is expected of your students. In the middle stages, students take charge of planning and researching their own work and you serve primarily as a project manager and mentor working alongside the students, helping them through the rough spots and keeping them on track. In the later stages, students are deeply engaged in their own work while you ensure that they have mastered the required knowledge and skills through appropriate assessments. Finally, you will transition into the role of product manager supporting the students as they implement, evaluate, and publish their solutions and results.

Challenge Based Learning emphasizes exploring topics from many angles and through the lens of multiple disciplines, which allows students to appreciate the natural connections between subject areas that might not always be evident. As a result, it works especially well when teachers from different disciplines work together. Just as working in collaborative groups teaches students important life skills, teachers who have implemented Challenge Based Learning in teams report that collaboration with other teachers is one of the most beneficial and enjoyable aspects of the approach for their own professional growth and development.

Access to Technology and a Collaborative Workspace

Challenge Based Learning requires real-world tools, so you and your students will need ubiquitous access to technology that is commonly used in 21st century life and work. This ideally includes computers, rich media creation tools, the Internet, and mobile devices for anytime, anywhere access to information, content, and communication. In addition, because you and your students will work in teams and not all of the work will take place during class, you will need a collaborative workspace that is available to everyone 24/7.

At a minimum, the workspace will include a calendar, a place to store notes, documents, and other digital assets such as PDFs, video clips, and audio and video podcasts. A variety of resources are available to create collaborative workspaces. Examples are:

- Apple tools: iWeb, iWork.com, MobileMe, and the resources included with Mac OS X Server Snow Leopard provide a set of tools for building a collaborative environment to support challenges.
- Wikis and other free web-based tools can be configured to work with classrooms and community groups.

Defining the Student Products

Throughout the challenge the students, both in teams and as individuals, have the opportunity to create a variety of products, including: a challenge proposal video, a set of guiding questions, research plans and results, solutions with beta testing plans and evaluation parameters, a solution video, student journals, and individual reflection videos. The quantity and depth of products will depend on where the students enter the process, their grade levels, and the length of the challenge. At the beginning of the challenge, teachers and students should work together to define the products and determine how they will be assessed. Examples of potential student products include:

The challenge proposal. Student teams produce a short (one-to-two minute) video that states the big idea, the essential question, and the challenge, including why the
challenge is important. The proposal should be presented in a compelling manner that will act as an invitation to others to join them in finding solutions.

Guiding questions. Once the challenge has been determined, students generate sets of questions that will guide their search for a solution. The question sets should be extensive and represent the needs of each group member.

Research plan and timeline. This product is created by the students to organize and document their efforts to research and answer the guiding questions. A well-prepared plan will ensure a thorough and organized learning experience as students search for a solution. The plan also provides a way to manage the learning experience. The teacher serves as a guide or mentor to insure the timeline and milestones are appropriate for the time allotted for the challenge.

Implementation and evaluation plans. Once a solution is developed, students will create an implementation and evaluation plan. The plan should include an in-depth description of the solution, how it was determined, where it will be implemented, the participants, and how success will be measured. If time is available, the plan can include a beta testing process with multiple cycles of evaluation.

Solution video. After the solution has been implemented and evaluated, each team creates a video presenting the solution to the world. This video includes information about the group, a statement of the challenge, why this challenge is important in their specific context, how it was implemented, how it was measured, and whether it was a success. Students should be collecting video, audio, and images throughout the experience to be used in the solution video.

Student journals, written or video. Provide students with the opportunity to document their personal and group experience through written journals (blogs, wikis, social networking communities) or video journals. You will want to make sure that you can access the journals to track progress and include them as part of the evaluation process.

Final reflection videos. At the conclusion of the experience, the students reflect on what they learned about the content, process, and overall experience. Providing a series of prompts will allow the students to organize and present their ideas in a concise manner.

Best Practice
Clearly define the products the students will create during the challenge and how they will be evaluated.
Determining Assessment Strategies

In deciding how to assess your students' learning and their final products, place appropriate emphasis on three areas: content knowledge and understanding, mastery of real-world skills, and the process of Challenge Based Learning.

Challenge Based Learning helps students develop deeper knowledge and understanding in core subject areas as well as 21st Century Content, Learning and Innovation Skills, and Life and Career Skills.

To prepare yourself and your students for evaluating their work, you will want to think through two kinds of assessment strategies: informative and summative. Informative assessment occurs continuously throughout the process, guiding and facilitating learning, while summative assessment evaluates progress at checkpoints or at the conclusion.

Keep in mind that because Challenge Based Learning is collaborative and uses technology, students often work in informal team settings or online and therefore are routinely exposed to a variety of continuous feedback that can either deepen learning or cause confusion, depending on how they use it. For example, in addition to teacher feedback, students will receive feedback from other students who are working in the same physical and virtual workspaces and through joint development of wikis, blog responses, text messaging, verbal interactions, or video/audio responses. This is also the case when students produce their solutions and publish to the web: peers, parents and family, experts, and others will provide feedback.

More formal sources of informative assessment also vary considerably and might include student journals, peer reviews, teacher observations, student-teacher conferences, interim work reviews (based on rubrics), and others.

To prepare your students for interpreting and using all feedback beneficially, schedule regular checkpoints with them in teams and individually during which you can help them clarify goals, process steps and timelines, and encourage reflection. While Challenge Based Learning puts much of the responsibility in the hands of students, this is one area where your role as teacher is vital. The more you know about each group's progress and the feedback they are getting from all sources, the better you can offer a guiding hand when needed. Examples of some prompts you can use during these checkpoints are:

• What part of the process are you working on this week?
• What new knowledge or skills have you acquired this week?
• What has been your biggest success this week?
• What has been your biggest challenge this week?
• How is your group doing as a team?
• What are your top priorities for next week?

Summative assessment can take a variety of forms to meet the needs of your particular situation. With Challenge Based Learning a summative event is built in with the completion and implementation of the solution. The solution will be tested in the real world and students will receive immediate and direct feedback.

Consideration needs to be given on how to evaluate students at both the group and individual level. Students can be evaluated using traditional school and district assessments to determine subject and content knowledge. Other ideas include oral defenses, conference presentations, and job evaluations for the specific role they served on their team. It is important to determine the summative evaluations during the planning process and provide the students with specific expectations and rubrics.

Best Practice
Evaluate school and district standards and assessments when determining your Challenge Based Learning plan.

Good Idea
Include student input when determining assessment strategies.
Including real-world summative assessments such as job evaluations and conference presentations provides students with skills that will serve them well in the workforce.

School and Community Partnerships

Challenge Based Learning asks your students to take action on their solutions at home, at school, or in the larger community. You can pave the way for them by helping them find community partners and spreading the word. As you plan the challenge, build in time to identify possible community partners, set up meetings with stakeholders, and send news releases to those who might be involved. If students will attempt to change the way the school uses paper, for example, make sure to inform other teachers and administrators so that the students’ campaign for change does not come as a surprise. If the solution is a long one, keep the community interested with short updates and meetings. Students can work on this too; assign each group to write a weekly “news flash” about what they have discovered and what they are planning, then compile and distribute them via local newspapers, blogs, and community forums.

Knowing Your Evolving Role

One of the biggest differences between Challenge Based Learning and more traditional approaches to teaching and learning is what it asks of schools and teachers. With Challenge Based Learning, schools evolve from being information repositories to places where students can acquire real-world knowledge, solve authentic real-world challenges, and develop skills they can use to solve complex problems for the rest of their lives. Similarly, teachers become more than information experts; they become collaborators in learning—leveraging the power of students, seeking new knowledge alongside students, and modeling positive habits of mind and new ways of thinking and learning.

The role of collaborator can be a difficult one for teachers who are unaccustomed to it. You may be tempted to rush the process, over-engineer the activities, and point out solutions to students. However, it is vital to give students space and time to make mistakes, follow false paths, and correct their own course. You do not need to personally know the solutions to the challenge. In fact, if you are doing it right, you won’t know them beforehand. The problems are big as well as real and the challenges will not be simple to solve. Many “right” answers will exist, and the role of the teacher in Challenge Based Learning is to find the solutions with the students, not for them. Trust that this will happen, and resist the temptation to do it for them.

Having said that, keep in mind that while students focus on each discrete part of the Challenge Based Learning process, they may find it very difficult to keep the larger picture in mind, especially at first. As the project manager, you can help them understand when it is time to finish up one stage in the process and move on to another. Remind them to keep their calendars and work plans current and handy. Help them learn to manage their time.
Challenge Based Learning in the Classroom

The Challenge Based Experience can be grouped into five interrelated stages. This section reviews the elements of each stage and provides practical tips and resources for implementation.

The “Resources” section at the end of the document contains a variety of teacher-created materials to support the entire process.

Stage 1: From Big Idea to the Challenge

Start by working with students to identify the big idea. A big idea is one that is important on a global scale and that students can work with to gain the deep multidisciplinary content knowledge and understanding that is required by the standards for their grade level. A good place to look for big ideas is in the major news stories of the day.

Examples are:
- **Sustainability** of natural resources such as water, food, energy, and air
- **Climate change** and its effect on the planet
- **Public health** threats such as pandemics
- **Economy** downturns, recovery, and growth
- **Conflict** and human nature
- Personal, group, or cultural **identity**
- **Health and wellness**

Next, work together to formulate the essential question, which serves as the link between your lives and the big idea. The question should be answerable through research, help focus students’ efforts, and provide a framework for the challenge.

Examples of essential questions connected to big ideas are:
- **Sustainability**: What is the impact of my water consumption on my community?
- **Climate change**: What is the impact of my use of fossil fuels on my planet?
- **Public health**: How does my personal access to healthcare affect global disease pandemics?
- **Economy**: How does graduating from high school or college affect the economy?
- **Conflict**: How do views on race, ethnicity, and nationality contribute to conflicts?
- **Identity**: What groups do I belong to and what roles do I play?
- **Health and wellness**: How do my personal food choices affect the health and wellness of my community?

Good Idea

Use technology (iTunes U, FaceTime, iChat) to expose your students to a wide variety of global and local experts and issues.

For Younger Students

The big ideas, essential questions, and challenges will vary depending on the grade level of the students. For example, an essential question related to conflict and human nature for younger students might be “How can people who think, look, or act differently get along?” The challenge might be “Improve relationships at your school.”
The challenge turns the essential question into a call to action by charging participants with developing a local solution to a global problem. A challenge is immediate and actionable. Choosing and setting up the challenge is crucial. If it is interesting and sufficiently close to home, students will derive personal meaning and feel a sense of accomplishment upon proposing and implementing a solution. If the challenge also has greater global significance, students will gain confidence and self-esteem as they engage with issues they know to be truly important.

If the challenge is too broad or vague, students will flounder. If it is too narrow, they will not be able to fully experience the self-direction that is required to develop the skills that Challenge Based Learning cultivates. Challenges should be difficult and have multiple possibilities for solutions.

The amount of time your students have to work on the challenge is also important. Some challenges can be addressed in a day or a week while others need a semester or even an entire school year. If the challenge is too big for the allotted time, students will feel pressured or frustrated. If it is too small, they will quickly lose interest.

Finally, it is important for the challenge to be real and meaningful to the students. If a challenge is contrived or something that the students cannot personally connect with, they will not be fully engaged in the process.

Examples of challenges drawn from the big ideas and essential questions above are:

- **Sustainability**: Reduce your family’s (or your school’s) water consumption.
- **Climate change**: Reduce your family’s (or your school’s) use of fossil fuels.
- **Public health**: Increase the availability of flu vaccines to children in your community.
- **Economy**: Increase the percentage of students in your class who stay in school for one more year.
- **Conflict**: Improve tolerance at your school.
- **Identity**: Create opportunities for group dialogues at your school.
- **Health and wellness**: Increase the number of healthy food choices served at school (or at home).

Once the students understand the challenge, organize them into teams so they can begin the search for a solution. Demonstrate the collaborative workspace you have set up and reinforce that you expect them to use it to store and share notes, documents, and other digital assets, and to collaborate and communicate throughout the process. Introduce them to any other technology that they will use during the process, including cameras and applicable software.

**Tips for Stage 1**

**Brainstorming.** If your students are not familiar with brainstorming, hold a short session on how to do this. Make sure they understand that all ideas are welcome and every contribution gets recorded. Value judgments are not permitted, whether good (“great idea!”) or bad (“that would never work!”), and everyone’s voice gets to be heard. Make sure students have an easy way to record ideas rapidly.

**Time management.** Because Challenge Based Learning usually unfolds over an extended period of time, students might need help managing their time in each stage. Work with them to set realistic goals and expectations. If students spend too much time on one stage, they will not have enough time for subsequent stages, and they may feel frustrated and bogged down. You can help by providing them with scheduling tools and suggestions for how much time is appropriate to spend on each stage.
Sources of Research
- iTunes U, the largest repository of free vetted education content
- Scientific or government websites
- Online journals and periodicals
- Online special interest communities
- School or public library
- Local, state, and federal government officials
- Faculty at local colleges and universities
- Staff at museums, historical sites, and science centers
- Local experts, senior citizens, and hobbyists

Technology. If the technology being used is new to the students, set aside time for learning how to use it. Also plan for troubleshooting and dealing with unexpected setbacks. Provide very clear guidelines about technical specifications for videos, web material, or other formats.

Research skills. To prepare for the challenge, you may need to include a review of Internet research skills, including identifying keywords to use in their search for information and recognizing the many different types of available resources. Provide guidance and resources to help students assess the validity of resources.

Form working groups. Students should consider working in groups of four or five. Reinforce that each group is responsible for its own research, solution, implementation, analysis, and final product. This gives the students an opportunity to work collaboratively while also leaving room for a variety of solutions to the same problem and for final products in a variety of formats.

Student roles and tasks. Reinforce that during the process, students will need to play a wide variety of roles. They will be researchers, scientists, writers, interviewers, and information producers and publishers. They will be photographers, videographers, scriptwriters, and actors. Ultimately, they will be agents for change. Some of these roles will be new to them; reassure them that you will help them succeed.

Explain also that throughout the Challenge Based Learning process, you will serve as a project manager and mentor to answer questions, provide examples of such things as lists of guiding questions, activities, and resources, and lists of possible solutions to a challenge.

Teamwork. To help students become comfortable in their groups, provide guidelines for how to divide the work and give students tools to make meaningful contributions to the success of the team. For example, schedule class time to work on skills such as conflict resolution and attentive listening. Establish a safe space where groups can air issues they are having, and encourage them to work out differences in a positive way. Have each group draw up a contract or outline that clearly states team member roles and perhaps even rules for group discussions that are developed by the students themselves.

Schedule expectations. By now, students will want to know how much time they will have to do all the work that has been outlined. Be very clear about the time frame: Do they have a week? Four weeks? Provide a scheduling template that gives a general idea of when each stage of the process should begin and end.

Stage 2: Setting the Foundation for the Solution
During the second stage of the process, students identify the guiding questions (what they need to know) and identify resources and activities to answer their questions. Remind them that they have many options for their guiding activities and resources: they can use the Internet, the school or public library, their social networks, or interview local experts in person or experts located anywhere in the world via the web.

Guiding questions. Armed with the big idea, the essential question, and the challenge, your students can now generate their own guiding questions to identify the knowledge they will need to understand to develop a solution to the challenge. For example, if the big idea is water, guiding questions might include: How do we use water? How much water do we use? How is water wasted? How much water is wasted? How can water be conserved? Where does water come from? This is a critical phase of the Challenge Based Learning process. Make sure the students develop an extensive list of guiding questions as this will guide their learning and ultimately the validity of their solutions.
Guiding activities. Next, the students identify and engage in guiding activities, including simulations, research, games, calculations, expert interviews, surveys, and other activities that help them acquire the knowledge needed to answer the guiding questions and to develop an innovative, insightful, and realistic solution. Guiding activities might include: searching the web for basic information about water and the top issues about water; having a video chat with a representative from the local water district to identify ways to reduce water consumption; calculating how much water they and their families use with the H2O calculator available from the National Wildlife Foundation; or using the Surf Your Watershed site provided by the U.S. Environmental Protection Agency to locate the community’s watershed.

Guiding resources. Explain to students that guiding resources need to connect to their questions and activities. For example, if one of the questions is “How much water does our school use?,” sources might include interviewing administrative personnel at the school or in the city’s utilities division.

Tips for Stage 2

Guiding questions. To get started with guiding questions, ask students to brainstorm everything they know about the challenge and what they still need to discover to find a solution to their challenge. Ask them what they are curious about and what kinds of facts will help them make “before” and “after” measurements. Also ask them to identify the real-world jobs, departments, or offices that deal with issues related to their questions so they have places to go and people to talk to during their research. While it is important to allow the students to come up with their own questions, showing them a sample set is helpful. Make sure that they conduct thorough and thoughtful research as this sets the foundation for determining an appropriate solution. Discourage the tendency to rush to a solution or to adopt the first solution that they identify.

Guiding activities. For help with guiding activities, suggest the following steps:

- Have students create a three-column matrix with their guiding questions in the first column and activities/resources in the second column that will help them answer the questions. After the activities are completed, the results are placed in the third column. For a sample layout for this document, see “Guiding Questions, Resources, and Activities Matrix,” in the “Resources” section later in this document.
- List everything they already know about the topic, then use Internet research to identify current topic-related issues to add to their knowledge base.
- Do local research to discover the particular issues, advantages, disadvantages, needs, and aspects of their community connected to the topic, using local papers, public offices, and interviews of key community persons.
- Conduct surveys and opinion polls that can be used to gather information from the stakeholders.
- Expand their scope to include interviews or interactions with experts from around the world. Help students identify people and help them make contact via the Internet.
- Identify their own personal connection with the topic; for instance, each student calculates how much paper, water, or fuel he or she uses, keeps track of food consumption over a period of time, or interviews family members to find out about his or her family’s experiences with community or cultural issues.
Challenge Based Learning in the Classroom

Provide (just) enough structure. Challenge Based Learning is meant to be a free flowing stage in which students are allowed to search, struggle, re-focus, and learn through making mistakes. The amount of structure that you need to provide depends on the maturity of the students. Give them freedom to explore, but make sure there are boundaries so they do not get lost.

Stage 3: Identifying a Solution

Having thoroughly researched the guiding questions, the students now have a solid foundation to begin identifying a variety of possible solutions. They should select one solution through prototyping, experimentation, or other means. Next, they fully research, document, and develop that solution and then identify steps to carry out their implementation plan.

Although the exploration of the challenge will lend itself to multiple solutions, each group needs to select a single solution to develop and implement. Encourage them to use prototypes, descriptions, or sketches to select a single solution per group. The group continues to develop this solution, including listing action steps, needed materials and where they will obtain them, responsibilities for each group member, any relevant timing considerations, how success will be measured, and so on. All of these decisions are organized into a work plan. Along the way, students begin to plan how they want to implement and document their solution and identify the appropriate audiences.

Tips for Stage 3

Brainstorm, select, and plan solutions. Coming up with and considering many solutions before selecting one is a key element of Challenge Based Learning.

The solution. The solution they choose may involve a campaign to inform and/or convince family, peers, or community members about the need for change; specific steps that could be taken to address their challenge on an ongoing basis; school or community improvement projects; and other activities. Encourage the students to be creative in designing and carrying out their solutions and to document their activities.

Releases. You may need to obtain certain releases, either from parents, community members, or other students if your students will film them (such as for interviews or to produce a video project). A parental release form also may be needed for students who are to appear in videos. Check with your school administrative offices to see if policies are in place that you should follow.

Stage 4: Implementation and Evaluation

After identifying their solutions, the students will implement them, measure outcomes, reflect on what worked and what didn’t, and determine whether they made progress in addressing the challenge. When implementation is complete, students share their work with the rest of the world.

In their research plan, the students decide what they will measure and how often so they can be consistent throughout the implementation phase. For instance, if the challenge is to reduce the school’s paper footprint, they might want to keep track of how much paper is used per day. Once they decide what to measure, the students can determine a baseline by taking current measurements over a few days or a week. Students should also choose the method or methods they will use to capture the information. For example, if they are reducing the school’s paper use, will the team personally check to see how much paper is used? Will they rely on surveys or
questionnaires? Will they interview people? They may even take photos or video to illustrate ways paper is being used.

Creating this plan at the beginning will help the team members collect similar data that can be compared throughout the process. The teams can make a notebook or set up an online workspace to record measurements every hour, day, or week (or whatever frequency they decide on). If they will use surveys or questionnaires, students will need prepare the questions and determine the delivery method. If students will interview people, they need to write questions and set up the logistics for the interviews.

Once the trial period is over, students conduct the final measurements (observations, surveys, interviews, and so on) at the times they have determined. Encourage them to consider collecting information right after your trial period ends and some more a few days later. They will get a better idea of whether people's habits actually changed as a result of the solution.

When students have collected all of their data, they begin the analysis process. Did anything change? Did it change the way they had hoped? In addition to comparing the beginning and ending data, the students can look for trends. When did the biggest change take place? What can they say about how people behaved at different times during the trial? Using this information, they can determine and explain whether the solution had the desired effect.

**Tips for Stage 4**

**Keep everyone informed.** Some of the students' solutions will involve activities outside of normal classroom hours and beyond the boundaries of your school. At the start of the process, inform parents that you are taking your students through a process of Challenge Based Learning so they are not surprised if their students need help from them to connect with resources in the community. Ask for parent volunteers to assist in ensuring that all students have the support they need to complete their solutions.

**Provide examples of data.** Throughout the process provide students with examples of different types of data. Help them to understand the difference between quantitative and qualitative data. This is a good time to get the math teachers involved if they are not already.

**Data collection tools.** Which tool (or tools) that the students select for collecting data is critical for analyzing the success of their solution. Spend some time going through the different types of collection tools along with their advantages and disadvantages. iWork, which includes Pages and Numbers, is great for collecting and analyzing data. You can also use MobileMe or Snow Leopard Server to share the files among the team members.

**Use technology.** Mobile and web-based technologies have made data collection, analysis, and visualization easier than ever. Use these tools to extend the breadth and depth of the research efforts.
Stage 5: Publishing Results and Reflections

Throughout the project students document their experience using audio, video, and photography. Near the culmination of the challenge, students build their solution video and record their reflections. The three-to-five minute solution video should include a description of the challenge, a brief description of the learning process, the solution, and the results of the implementation.

Students are encouraged to keep individual written, audio, or video journals throughout the process. As a culminating event, students can be provided a series of prompts for final reflections about what they learned about the subject matter and the process.

The solution video, reflection videos, and any supporting documents can be shared with the world through web-based communities. It is also a good practice to have a public event with all of the participants at the school or in the community to celebrate their efforts and thank those who have assisted.

Tips for Stage 5

**Provide resources and examples.** Have your students explore the growing set of solution videos available on the web to get a sense of what they are expected to produce. Have them develop storyboards and scripts prior to editing the video.

**Plan ahead.** When students reach the publishing step, they will want to have a large amount of media to work with when creating their solutions video. Encourage students to create media collection plans for all portions of the challenge process.

**Keep organized.** Create a common naming convention for folders and media files. The video creation process will be much easier if all media is organized and easily accessible. Emphasize the importance of developing a storyboard and script before they create the video.

**Best Practice**
The solution and reflection videos should be shared with your local community and the world.
Frequently Asked Questions

My school does not make a computer and/or a mobile device available for every student. Can I still use Challenge Based Learning?

Yes. Build extra time into your schedule to allow students to access school computers during class, especially during the research phase and while students create their presentations. Consider allowing students to use their personal technology.

I would like to try Challenge Based Learning, but my schedule is very tight. Can I fit this into a week's worth of classes?

Yes. A challenge can be completed in as much or as little time as you would like. You will still choose the big idea, the essential question, and the challenge. Also, make sure that the challenge you design for your students is one they can address in the amount of available time. You also need to streamline certain stages of the process. For example, while students still work in groups to develop guiding questions, do research, propose solutions, and create a final product, the implementation of the challenge can be limited to individual students working on their own. But remember, when students engage in this type of learning, they don't want to stop working on their projects when the school day is over. Explore ways in which you can help your students continue working beyond the school day.

Do I need to collaborate with other teachers at my school, or can I “go it alone”?

Collaboration with other teachers is a best practice for Challenge Based Learning. It helps ensure that the content is multidisciplinary and it allows for students to immerse themselves in content and draw connections between subjects. However, a single teacher and a single class can successfully complete a challenge. You can also collaborate virtually with teachers in other schools in your community or beyond.

I'm concerned about whether my students will master the material they need to know. They have statewide tests coming up. How can I be sure they will learn what they need through Challenge Based Learning?

As the teachers in the pilots found, the Challenge Based Learning process lends itself to content mastery. By the end of the pilot, nearly every teacher observed that students had mastered the content well beyond expectations. Many felt that the depth of student learning was remarkable, in fact, much greater than anticipated. Students engaged with the content, worked harder than expected, and demonstrated good critical thinking and collaboration skills. Your task as a teacher is to facilitate this by starting with standards-based content and connecting it to 21st century content and skills throughout the process. Build basic skill practice into the activities and students will see a purpose for gaining the skills.

Some of my students don't even want to be in school. How can I get them to feel engaged in this?

The research study found that even students who tended to disengage from school were excited and interested in Challenge Based Learning. Because it connects schoolwork with real life, and because it is structured so differently from what many students are used to, Challenge Based Learning is engaging, even for at-risk students. Your task as a teacher is to present the process and especially the challenge in a real-world context and in an involving and motivating way.
I have students who can’t read. How can they do research?
You can use cooperative and multigrade groupings in which students can work with each other to find and discuss research. Bring experts to your classroom so students can listen. Take advantage of the many video resources that exist on the web so students can watch, listen, and learn. Enable the text-to-speech feature of the Mac OS.

Where can I learn more about Challenge Based Learning?
Visit the Challenge Based Learning website for tips, suggestions for big ideas and challenges, additional descriptions of the pilot program, and more. The site is available at www.challengebasedlearning.org.
Resources

Setting the Stage

Setting a solid foundation for the Challenge Based Learning experience is critical for a successful experience. The resources in this section will assist in organizing the process, keeping student teams on track, and getting started with big ideas.

These resources have been developed and contributed by educators who have participated in Challenge Based Learning efforts at all grade levels. They are offered not as required documents but as ideas available for you to use and to adapt to meet your particular needs. As you create new resources, please share them with the Challenge Based Learning community.

- **Big Ideas and Essential Questions** — A collection of big ideas to start your thinking. Remember to also explore your local community for big ideas.
- **Preparation Checklist** — A document designed to assist with preparing for the Challenge Based Learning experience.
- **CBL Timeline Template** — A tool for planning and keeping track of the process. It is important to set clear deadlines for the process and products.
Big Ideas and Essential Questions

The world is full of potential challenges. Read the news, talk with community leaders, connect with college and university faculty, visit iTunes U, and so on. As you and your students explore big ideas and essential questions, keep in mind your district and school curriculum, community issues/needs, and student interest. Addressing all of these needs will result in a more meaningful and educational Challenge Based Learning experience.

<table>
<thead>
<tr>
<th>Health</th>
<th>Education</th>
</tr>
</thead>
<tbody>
<tr>
<td>• What kind of snack/drinks would be best during the morning school session?</td>
<td>• How do we make school more engaging?</td>
</tr>
<tr>
<td>• How can we protect children from the spread of disease?</td>
<td>• How do we prepare to compete in a global economy?</td>
</tr>
<tr>
<td>• What can be done about childhood obesity?</td>
<td>• What is the purpose of education?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Relationships</th>
<th>Environment</th>
</tr>
</thead>
<tbody>
<tr>
<td>• How do we stop bullying on the playground?</td>
<td>• How do we reduce air pollution?</td>
</tr>
<tr>
<td>• How do we build communities beyond cliques?</td>
<td>• What is the impact of water pollution?</td>
</tr>
<tr>
<td>• How can we cross cultural boundaries?</td>
<td>• Why is preserving wilderness important?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>History</th>
<th>Citizenship</th>
</tr>
</thead>
<tbody>
<tr>
<td>• How do we preserve historical sites?</td>
<td>• Why is citizenship important?</td>
</tr>
<tr>
<td>• How can we honor our veterans?</td>
<td>• How do we get the best and brightest to serve?</td>
</tr>
<tr>
<td>• How do we honor the contributions of diverse cultures?</td>
<td>• How can we have equitable elections?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sustainability</th>
<th>Diversity</th>
</tr>
</thead>
<tbody>
<tr>
<td>• How can we consume less?</td>
<td>• Why is diversity important?</td>
</tr>
<tr>
<td>• How can we reduce our carbon footprint?</td>
<td>• What role does diversity play in our school or community?</td>
</tr>
<tr>
<td>• How can we reduce our paper consumption?</td>
<td>• How do we respect and value diversity?</td>
</tr>
</tbody>
</table>
**Preparation Checklist**

A variety of items need to be considered when you embark on a Challenge Based Learning experience. Depending on the circumstances surrounding your challenge, you may not need to consider all of these items or may need to add others.

- Read the Challenge Based Learning Classroom Guide and explore the website.
- Identify partners in other academic areas to work with. Meet with them to review the CBL process and discuss how to work together.
- Discuss the CBL process with your supervisor.
- Secure the needed permissions if your students will be leaving the school or working with community partners.
- Present the concept to parents.
- Set up or identify the online collaborative environment your students will use during the process.*
- Complete a timeline and student contract documents.
- Analyze your curriculum scope and sequence and standards to determine how the challenge could fit.*
- Analyze your schedule to determine how time will be used.
- Research potential big ideas from a local and global viewpoint.*
- Determine how to introduce your students to the CBL process.
- Provide students with skills they will need for the challenge (group work, research, technical).
- Determine the potential student deliverables and how they will be assessed.*
- Determine what technology is available for your students:
  - Computer (MacBook, iMac)
  - Video camera (iPod touch, iPhone, or built-in iSight camera on MacBook or iMac)
  - Digital camera (iPod touch or iPhone)
  - Audio capture (iPod touch and earphones with microphone)
  - Online research (iTunes U, iPad, apps)
- Identify the big idea.*
- Identify the essential question.*
- Identify the challenge.*

*Can be done ahead of time without students or with the students as a part of the process.
# CBL Timeline Template

Fill in due dates for each stage of the challenge.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stage 1: From Big Idea to Challenge</strong></td>
<td></td>
</tr>
<tr>
<td>Understanding the Big Idea and Essential Question</td>
<td></td>
</tr>
<tr>
<td>Create and/or Accept the Challenge</td>
<td></td>
</tr>
<tr>
<td>Create Challenge Proposal Video</td>
<td></td>
</tr>
<tr>
<td>Create Solution Teams/Explore Roles</td>
<td></td>
</tr>
<tr>
<td><strong>Stage 2: Setting the Foundation</strong></td>
<td></td>
</tr>
<tr>
<td>Develop Guiding Questions, Activities, Resources</td>
<td></td>
</tr>
<tr>
<td>Researching Answers to Guiding Questions</td>
<td></td>
</tr>
<tr>
<td>Brainstorming Solutions</td>
<td></td>
</tr>
<tr>
<td><strong>Stage 3: Identifying the Solution</strong></td>
<td></td>
</tr>
<tr>
<td>Initial Testing of Solution Prototypes</td>
<td></td>
</tr>
<tr>
<td>Final Solution Presentation</td>
<td></td>
</tr>
<tr>
<td><strong>Stage 4: Implementation and Evaluation</strong></td>
<td></td>
</tr>
<tr>
<td>Implementation Plan</td>
<td></td>
</tr>
<tr>
<td>Solution Implementation</td>
<td></td>
</tr>
<tr>
<td>Data Analysis and Presentation</td>
<td></td>
</tr>
<tr>
<td><strong>Stage 5: Publishing Results and Reflections</strong></td>
<td></td>
</tr>
<tr>
<td>Solution Video</td>
<td></td>
</tr>
<tr>
<td>Reflection Videos</td>
<td></td>
</tr>
</tbody>
</table>
Resources

Standards and Assessment

National and state standards should be considered when you implement Challenge Based Learning. Fortunately, the open architecture of CBL enables teachers and students to develop challenges that address all standards and allows for multiple methods of assessment. This section provides ideas from other educators how to address standards, sample rubrics for CBL, and assessment ideas.

These resources have been developed and contributed by teachers who have participated in Challenge Based Learning efforts at all grade levels. They are not offered as required documents but as ideas that you can use and adapt to meet your particular needs. As you create new resources, please share them with the Challenge Based Learning community.

- **Thoughts on Standards** — Teachers who are implementing CBL explore the role of standards and provide ideas for addressing them.
- **Sample CBL Rubric** — A general rubric covering the entire CBL process.
- **Assessment Ideas** — A list of ideas for how to build assessment into the Challenge Based Learning experience.
Thoughts on Standards

Standards and assessment are at the forefront of the current educational landscape. Challenge Based Learning is a flexible approach to teaching and learning that allows for all standards to be integrated into the experience. The question is not whether standards are considered but how, when, by whom, and for what purpose. The following quotes explore the role of standards within the Challenge Based Learning experience and are provided to stimulate discussion.

As a teacher, CBL allows me to cover more standards in less time. In addition, my students get to experience the standards in a real-world setting. The familiar context of the naturally inter-connected world lets students make meaning that is relevant to their lives. I have found that this is much more difficult to accomplish with isolated lessons. From a standards perspective, the CBL model lets me cover more standards in a more meaningful way.

Paul Devoto
Apple Distinguished Educator
San Juan Unified School District
Carmichael, CA

When implementing our first CBL lessons, we took a different approach in regards to how to address our state and local standards and benchmarks in the different subject areas. We just conducted our unit and then analyzed the unit to see which state and local standards were covered. We were amazed at the variety of standards that were covered by our CBL units, not only in the subject area that conducted the units, but other curricular areas also. The district administrators were pleasantly surprised by this discovery.

Bob Lee
Apple Distinguished Educator
Pratt USD 382
Pratt, KS

Traditionally, the teacher identifies and creates lessons to address the standards. This is a top-down experience. The burden is on the teacher—regardless if the students know it or learn it. There's no buy-in from the students to connect with the standards. Another approach is to present a big idea to the students like: healthcare in the U.S. Create an essential question like, how does the healthcare crisis affect me and my community? The challenge is to improve healthcare in our community. With this context, students are asked to identify standards not only in their immediate course of study, but what standards from their other classes can be addressed and met.

Start out by helping the students understand what the standards are and help them to see them as critical ingredients to the journey of learning and NOT make them out to be the journey. Have them read them, reword them, and make connections to what they are studying. Post them on a blog, wiki, or shared document for future use and reference. Collect this data via text, audio, or video along the way. Don't wait until the end to collect this valuable and empirical evidence that YOU ARE COVERING THE STANDARDS. This process of locating the appropriate standards can be part of the guided questions and activities. Giving the students the opportunity to be involved in the planning is key to CONNECTING them to the learning goals and process. In the end, this makes so much more sense to everyone involved.

Marco Torres
Apple Distinguished Educator
Los Angeles, CA
Through the CBL process we cannot only meet standards for various math topics, but make real-world connections so students are actually extending their understanding and exceeding the standard to a performance level. CBL in the math classroom can be challenging but once teachers see students internalize and apply the mathematics rather than listen and repeat, they will see that standards are not only addressed but mastered.

Julie Garcia
Apple Distinguished Educator
San Diego Unified School District

Often educators express concern regarding utilizing the CBL model and meeting the standards expected by their institutions. My response and advice is that if the teacher guides the project and facilitates the learning around topics that are embedded in their curriculum (and in the standards), the standards can and will be met. In fact, because students are so engaged in this authentic learning strategy, they often learn so much more. And, because the learning is meaningful and applicable in the “real world,” they gain a deeper understanding of the content. By developing the big idea and essential questions in ways that match the curriculum standards, CBL absolutely is an effective and extremely successful instructional strategy.

Julene Reed
Apple Distinguished Educator
St. George’s Independent School
Collierville, TN

Since working with Challenge Based Learning with teachers and students, I have witnessed students go above and beyond the set of expectations teachers have set for them, time and time again. This framework in action demonstrates students far exceed the status quo due to them having an ownership in the learning process. When teachers take the time to reflect on the amount of erudition occurring during CBL, they will notice that they set the new standard of learning—24/7/365.

Holly Ludgate
Program Director, Education
Media Design & Technology
Masters Program
Full Sail University
Winter Park, FL

Challenge Based Learning is the easiest and best way for students to meet and exceed the standards. Challenge Based Learning allows me to align the standards with real-world projects that my students are naturally interested in and love to create.

John Gulick
Apple Distinguished Educator
San Marino Unified School District
Pasadena, CA

I used a “democracy” challenge with my Advanced Placement course in U.S. Government and Politics. In order for certification by the College Board as an official AP course, a teacher must submit a detailed syllabus, demonstrating that specific course content will be covered. Our CBL process allowed us to meet two important benchmarks—“Foundations of American Government” and “Voting Behavior.” The depth of learning achieved in these areas was outstanding. This level of understanding translates extremely well to the short response section of the AP exam. Over half of the class ultimately received the top score of “5” from the College Board, and I am confident that CBL contributed to their success rate.

Larry Baker
Teacher
Mercy High School
Farmington Hills, MI
# Sample CBL Rubric

This rubric can be used by teachers and students as they move through the challenge process. Remember that there are multiple entry points into the process. Students may or may not be involved in the first three steps and the rubric can be adapted as needed.

<table>
<thead>
<tr>
<th></th>
<th>Beginning</th>
<th>Developing</th>
<th>Exemplary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Big Idea</strong></td>
<td>Demonstrates significance.</td>
<td>Demonstrates global significance and includes local impact.</td>
<td>Demonstrates global and local significance. Is meaningful to the participants and their community.</td>
</tr>
<tr>
<td><strong>Essential Question</strong></td>
<td>Multiple questions.</td>
<td>Identifies what is important to know about the big idea. Refines and contextualizes that idea.</td>
<td>Identifies what is important to know about the big idea. Refines and contextualizes that idea. Clear, concise, and answerable question.</td>
</tr>
<tr>
<td><strong>Guiding Questions</strong></td>
<td>Narrow set of questions.</td>
<td>Extensive set representing what is needed to learn in order to identify a solution to the challenge.</td>
<td>Extensive set representing what is needed to learn to identify a solution to the challenge. Aligned with state and national standards.</td>
</tr>
<tr>
<td><strong>Guiding Activities</strong></td>
<td>A range of activities primarily within the classroom.</td>
<td>A wide range of activities both inside and outside of class that help to answer the guiding questions. Sets the foundation for an innovative, insightful, and realistic solution.</td>
<td>A wide range of activities both inside and outside of the class that help to answer the guiding questions. Sets the foundation for an innovative, insightful, and realistic solution. Aligned with state and national standards.</td>
</tr>
<tr>
<td><strong>Guiding Resources</strong></td>
<td>Sources are reliable and accurate.</td>
<td>Sources are reliable and accurate. Represent a wide variety of perspectives.</td>
<td>Sources are reliable and accurate. Represent a wide variety of perspectives. Include interaction with local, national, and/or international experts.</td>
</tr>
<tr>
<td><strong>Solution</strong></td>
<td>Solution shows evidence of careful research and deliberation.</td>
<td>Solution shows evidence of careful research and deliberation. Can be implemented by the students in their community.</td>
<td>Solution shows evidence of careful research and deliberation. Can be implemented by the students in their community. Involves partnerships with groups outside of the school.</td>
</tr>
<tr>
<td><strong>Implementation</strong></td>
<td>Solution is implemented with a specific audience for a specified amount of time.</td>
<td>Follows a detailed implementation and evaluation plan. Solution is implemented with a specific audience for a specified amount of time with some data collection.</td>
<td>Follows a detailed implementation and evaluation plan. Solution is implemented with a specific audience for a specified amount of time and includes extensive data collection.</td>
</tr>
<tr>
<td><strong>Evaluation</strong></td>
<td>Conclusions are drawn using the data generated from the implementation.</td>
<td>Conclusions are drawn using the data generated from the implementation. Findings are presented in a clear and compelling manner in a written report.</td>
<td>Conclusions are drawn using the data generated from the implementation. Findings are presented in a clear and compelling manner in a written report and a short video.</td>
</tr>
<tr>
<td><strong>Reflection</strong></td>
<td>Clear and concise perspectives on what was learned about the topic, specific content, and process presented in classroom discussions.</td>
<td>Clear and concise perspectives on what was learned about the topic, specific content, and process presented in written journals.</td>
<td>Clear and concise perspectives on what was learned about the topic, specific content, and process presented in written and video journals.</td>
</tr>
</tbody>
</table>
Assessment Ideas

Challenge Based Learning presents a wide variety of opportunities for assessment. Informative assessment of content and skills can be built in throughout the challenge, and the solutions to the challenge provide an excellent opportunity for summative assessment. Traditional assessment methods can be used at many different points during the process. However, the CBL experience provides the opportunity to integrate a variety of alternative and authentic assessment tools. These tools are performance based in that students are not only expected to know the information but apply it in real-world situations. They also provide a longitudinal source of rich data that can be used to assess depth of knowledge and change over time. The following are some ideas for assessment that can be conducted during the challenge.

Rubrics for products and process. Create or adapt existing rubrics for each of the products and processes that are included in the challenge. An overall CBL assessment rubric is included in this section.

Learning logs, journals, and blogs. Throughout the CBL experience students will have many chances to document their learning through writing, audio, and video. A longitudinal collection of these materials provides for the assessment of learning over time.

Project prospectus/business plan. Depending on the nature of the solution, teams may have the opportunity to develop a prospectus or business plan that can be used to build stakeholder interest in the plan or raise capital for funding the solution. This is an excellent, “real-world” skill for students to acquire and an excellent way to measure their depth of understanding of both the challenge and its solution.

Peer presentations. Using any of the current models for rapid fire presentations (such as TED Talks or www.pecha-kucha.org), you can assess student knowledge and skills through a series of presentations to their peers. The format forces students to be grounded in their content, concise, and clear without relying on notes or reading their slides. This is a quick and exciting way to see what your students know and can do.

Stakeholder presentations. Having student teams present their solution proposals to actual stakeholders provides a rich opportunity to assess their comprehension of the content. It also allows for the assessment of 21st century and technology skills.

Evaluations. Creating job descriptions and assigning the roles to team members results in the opportunity to conduct job evaluation similar to a real-world setting. Based on their roles and responsibilities, the students can set goals and be evaluated on whether they met them.

Conferences. Frequent conferences with the teams in which they report on their progress allow for informative assessment of both content and skills. These conferences can be face to face or virtual using any of the free communication tools available, including iChat.

Products. During the CBL experience, students will have the chance to develop many concrete products from plans to videos. Each product provides a rich opportunity for assessment using checklists and rubrics.

Self-evaluations. Throughout the CBL process, students can be provided with opportunities for self-assessment. These can take place in many formats including private blogs, wikis, audio, and video. The self-evaluation process can run parallel to peer and job evaluations.
Resources

Supporting the Process

The CBL process provides students the freedom to think freely, learn, plan, fail, succeed, evaluate, and try again as they move toward the implementation of a solution. A large part of the teacher’s responsibility is creating organizational scaffolding for the learning experience. The materials in this section are examples of resources that can be used to support the process and move it to a successful conclusion.

- **Roles and Responsibilities**—A list of potential roles for students that will support the process. In most cases, students will play multiple roles throughout the challenge.
- **Guiding Questions, Resources, and Activities Matrix**—A resource for students to collect guiding questions, list corresponding activities/resources, and record their findings.
- **Group Challenge Guide**—A tool for teams to use to organize, track, and document their efforts. The form can be expanded or moved to a digital format for easy updating. This is a great way for teachers to keep track and assess student effort.
- **Technology Guide**—A guide for how technology can be used to support the CBL process.
- **Reflection Prompts**—Students should be encouraged to capture their reflections throughout the process. Reflections can be captured via text, audio recording, or video recording. This section provides ideas for reflection prompts that can be used throughout the process.
- **Team Contract**—A resource to use with each team to document that they understand the responsibilities of working in a team, their individual roles, and the due dates for products.
Roles and Responsibilities

The open framework and group work format for Challenge Based Learning make it important to create some structure for the participants. One way to do this is to make sure that the students understand the potential roles they can play in the process. This list is not meant to be prescriptive or definitive as the type of roles needed will depend on the nature of the challenge and the personalities and skills of your students. Students can, and probably should, have the opportunity to assume multiple roles during the process. Also, more than one student may be assigned the same role; for example, there may be more than one Research Librarian. Students will learn from each other throughout the process, allowing them to gain new skills in areas in which they may not have prior experience.

**Project Manager**—Manages the overall process, including keeping track of progress toward meeting project deadlines, team productivity, team morale, and so on.

**Documentarian**—Develops a structure and strategy for documenting the entire CBL experience through text, audio, and video. Works closely with the production team to capture key events.

**Media Specialist**—Manages the production process for all of the media captured during the process. Plans how best to capture, edit, organize, and distribute the media assets.

**Product Manager**—Responsible for managing the final deliverables including presentations, print materials, web products, videos, and so on.

**Research Librarian**—Manages the development of guiding questions as well as the process and resources necessary for answering them. Collects and organizes content from the researchers. Works with the teacher to organize directed learning experiences and guest lectures when appropriate.

**Researcher**—Works with the Research Librarian to identify activities and gather resources for answering the guiding questions. Assists with documentation and sharing of the answers.

**Public Relations/Marketing Director**—Keeps all of the stakeholders informed about the CBL process. Keeps the school, home, and local community up to date on progress and events. With the assistance of school officials handles any inquiries from the community. Creates any necessary marketing materials for the solution.

**Social Media/Collaboration Director**—Manages the private and public online communities for the project. Works closely with the teacher and other directors to ensure that an online space is available for collaboration and documentation. Recommends, approves, and manages the use of public environments, including social networking and video distribution sites.
## Guiding Questions, Resources, and Activities Matrix

<table>
<thead>
<tr>
<th>Guiding Questions (What we need to learn)</th>
<th>Guiding Activities and Resources (How we will learn it)</th>
<th>Results (What we learned)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: How much paper does the school use in a week?</td>
<td>Example: Monitor the copy machines and printers for a week.</td>
<td>Example: The school printers and copiers use X number of sheets a week.</td>
</tr>
</tbody>
</table>
Group Challenge Guide

The Big Idea: _____________________________________________________________

The Essential Question: ____________________________________________________

The Challenge: ___________________________________________________________

Group Members and Roles/Responsibilities
(Possibilities include project manager, product manager, public relations, media specialist, documentarian, add any other jobs that our group will need)

Name Roles/Responsibilities

1. _____________________________________________________________________

2. _____________________________________________________________________

3. _____________________________________________________________________

4. _____________________________________________________________________

5. _____________________________________________________________________

Our Guiding Questions
(Questions we need to answer—what we think we need to know to find a solution)

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

Our Guiding Activities
(Learning activities, research, experimentation, interviewing, exploring—how we will get information)

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________

_______________________________________________________________________
Our Guiding Resources
(Websites, podcasts, movies, people, tools—sources we can access to find information)
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

Training
(Skills we need and our professional development plan—could include video production, interviewing techniques, and so on)
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

Our Production Schedule
(Events we want to record, what format, necessary resources, and dates)
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

Things We’ve Learned—and How We Learned Them
(Important information about the big idea and the challenge—keep a running list on another sheet or on a wiki)
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
Technology Guide

Technology allows students to connect deeply with their subject matter and involve them in an engaging, collaborative real-world learning experience. During the Challenge Based Learning, technology provides the tools needed to set the stage, support the process, publish, and reflect on the process.

1. Setting the stage
   - The collaborative, 24/7 nature of CBL makes technology critical. The iWork suite of tools provides an exceptional resource for organizing and presenting information. Snow Leopard Server can be used to take the CBL process online through safe and secure access to email, chat, calendars, wikis, blogs, and more.
   - Students and teachers can use the rich browsing and navigation tools integrated into Safari, including its built-in RSS tools, to keep track of world and community events that can become the next big idea, essential question, and challenge. iTunes U also provides a rich source of big ideas through its large collection of presentations from some of the brightest minds of the world.

2. Supporting the Process
   a. Mobile technologies like iPhone, iPad, and iPod touch allow the students to take their search for a solution into the field. No matter where students are, needed resources, communication tools, and data collection tools are available. They can search the web, access content on iTunes U, record an interview, video an event, and much more.
   b. When working with community members and other stakeholders, students can present their ideas using the rich tools in the iWork suite. Collect and visualize data using Numbers. Create professional letters of introduction, business plans, and reports with Pages. Impress an audience with polished slides to accompany a pitch or presentation with Keynote.
   c. The wiki, MobileMe, iWork.com, and iWeb can be used to share resources, distribute information, and follow the progress of the teams.

3. Publishing
   a. Video cameras and iMovie can be used to create an engaging video to present a challenge or a solution to the world.
   b. Throughout the process, the students should be collecting all types of media to support their research, implementation, reports, and solution video. The iPhone and iPod touch are powerful tools for capturing this content, and iPhoto provides an easy way to organize the images.

4. Reflection
   a. Students can use the wiki feature in Mac OS X Snow Leopard Server to capture both individual and team reflection about the content, process, and results. These reflections provide an excellent source of data for informative assessment.
   b. The built-in iSight camera on MacBook and iMac and Photo Booth offer a simple yet powerful way to collect student reflections on a regular basis.
Reflection Prompts

Student reflections can be answered by students via text, audio recording, or video recording. An easy way to do this is to use Photo Booth on your Mac.

Understanding the Challenge

• Explain the big idea, essential question, and the challenge.
• Why is this important to you and your community?
• Who does the challenge impact?

Guiding Questions/Research

• What were the most valuable guiding questions?
• What kinds of surprises did you encounter during your research?
• What resources were the most valuable?

The Solution

• Describe the process your team went through to come to your solution.
• What things did you try that didn't seem to work?
• Why do you think your solution will make a difference?

Executing the Solution

• How did you put your solution into action?
• How did you measure its effectiveness?
• What obstacles did you face during this process?

Teamwork

• What challenges did you face working as a team?
• How did your group utilize individual talents?
• What have you learned about collaboration?

Review of Your Work

• Could you have solved this challenge differently?
• What would you do differently if you were to take on this challenge again?
• What is one thing you learned that you will never forget?

Connections

• What did you learn during this process that you didn't know before?
• How can you apply this process and/or your solution to other similar challenges in the world today?
• What skills did you learn that apply to other areas of your learning?
CBL Team Contract

Big Idea: ____________________________    Team Name: ______________________

Essential Question: ______________________________________________________

Challenge: ______________________________________________________________

Your group will work together during a Challenge Based Learning experience. To be an effective group member, it is important that you agree to certain group expectations. Read the team policies below. If you agree with the policies, sign your name to indicate your agreement. If your team decides other policies should be included, list them on this sheet before you sign.

- **Compromise**—At times you might not get your way, so you need to know when to give in.
- **Cooperate**—Group members are expected to work with the group, not put up roadblocks that will keep things from happening.
- **Collaborate**—Work with your group members to come to a consensus.
- **Commit**—Put all your effort into this project and do all your work.
- **Communicate**—Speak up within the group and be willing to share your ideas; they may be brilliant. Make sure group members understand what is being said.
- **Consideration**—Be considerate of others’ feelings. When you disagree with others, don’t make it personal. You can dislike an idea, but calling the idea or the person “dumb” is not acceptable.
- **Coexist**—Get along with one another. If your group has trouble getting along, ask a teacher or advisor to help.

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Roles and Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Due Date</td>
<td>Product</td>
</tr>
<tr>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Team Signatures:

_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
Publishing

An important element in the Challenge Based Learning experience is publishing. This allows the students to share their challenges, solutions, and reflections with a local and global audience. This section provides resources to assist with the publishing process.

- **Challenge Proposal Storyboard** — A template for developing a storyboard for a challenge proposal video. This short video informs users about the challenge and serves as a call to action for the participants.
- **Solution Storyboard** — A template for developing a storyboard for a challenge proposal video. This three-to-five minute documentary video tells the story of how the group moved from the challenge to the implementation of their solution.
- **Video Specifications** — Technical information for preparing your videos for archiving and posting to the web.
Challenge Proposal Storyboard

This storyboard template can be used by teams to plan their challenge proposal video. Use the large box to sketch ideas, the smaller box for production notes, and the line below for dialogue.

1. **Big Idea**
   - Image or statement that grabs the viewers interest.

2. **Team Info**
   - Team name, country, state, school, grade, and so on.

3. **Essential Question**
   - Present the question of interest.

4. **Significance/Context**
   - Why is this important to your team and their community?

5. **Example**
   - A concrete example of the significance or context.

6. **The Challenge**
   - An engaging statement of the challenge.
Solution Storyboard

This storyboard template can be used by teams to plan their solution video. Use the large box to sketch ideas, the smaller box for production notes, and the line below for dialogue.

1. Team Info
   Team name, country, state, school, grade, and so on.

2. The Challenge
   State the challenge within your context.

3. Process
   Overview of what your group did to explore the challenge.

4. Solution
   State your solution.

5. Implementation
   Tell how, where, and with whom the solution was implemented.

6. Lessons Learned
   Present what you learned.
Video Specifications

Once you have created your video, you need to export it. The settings you choose when you export will vary depending on how you intend to use the exported video. This guide will help you decide what settings to use.

General Guidelines

• Choose frame size first. Frame size determines the movie's file size.
• Set the number of key frames next. A higher number of key frames means a higher quality playback, but the file size will also be larger.
• Set the frame rate last. Stay between 12 and 30 frames per second. The higher the frame rate, the better quality the playback, but higher frame rates result in larger file sizes too.

Exporting to the Web

Use the following settings when exporting your video:
• Frame size/resolution: 640 x 480 (4:3) or 640 x 360 (16:9)
• Aspect ratio: 4 x 3 or 16 x 9
• Frame rate: 30 frames per second
• Video format: H.264 (MP4, M4V, MOV)
• Restrict data rate to 1000 kb/sec
• Audio format: AAC or MP3
• Audio bit rate: 96 kbps
• File size: 50MB or less
• In iMovie, choose Share > Export Using QuickTime. Choose Fast Start – Compressed Header in the Prepare for Internet Streaming pop-up menu.

High-Quality Archives

• If you would like to save a high-quality copy of your video for backup or archival purposes (for example, to put on a DVD to save for your portfolio), use the following settings when exporting your video:
• Frame size/resolution: 640 x 480 (4:3) or 1280 x 720 (16:9/HD)
• Aspect ratio: 4 x 3 or 16 x 9
• Frame rate: Same as source
• Video format: AVI, MOV, or MPEG
• Audio format: MP3 or MP4
• File size and video length are less important because you will be saving the movie on a DVD.

For more information:
• For iMovie: [http://support.apple.com/kb/HT3130](http://support.apple.com/kb/HT3130)
Thank You

A special thanks to everyone who shared their thoughts, ideas, resources, and time to assist in the development of this resource. Your contributions are appreciated and will go a long way to helping others step outside the box of traditional teaching to become a learner alongside their students.

The guide is a living document and will continue to change and grow to meet the emerging needs of the CBL community.
Attachment 4- Learning & Exit Standards
Introduction

The Indiana Academic Standards for English Language Arts are the result of a process designed to identify, evaluate, synthesize, and create the highest quality, rigorous standards for Indiana students. The standards are designed to ensure that all Indiana students, upon graduation, are prepared for both college and career opportunities. In alignment with Indiana’s Every Student Succeeds Act (ESSA) plan, the academic standards reflect the core belief that all students can achieve at a high level.

What are the Indiana Academic Standards?

The Indiana Academic Standards are designed to help educators, parents, students, and community members understand what students need to know and be able to do at each grade level, and within each content strand, in order to exit high school college and career ready. The academic standards should form the basis for strong Tier 1 instruction at each grade level and for each content area for all students, in alignment with Indiana’s vision for Multi-Tiered Systems of Supports (MTSS). While the standards have identified the academic content or skills that Indiana students need to be prepared for both college and career, they are not an exhaustive list. Students require a wide range of physical, social, and emotional support to be successful. This leads to a second core belief outlined in Indiana’s ESSA plan that learning requires an emphasis on the whole child.

While the standards may be used as the basis for curriculum, the Indiana Academic Standards are not a curriculum. Curricular tools, including textbooks, are selected by the district/school and adopted through the local school board. However, a strong standards-based approach to instruction is encouraged, as most curricula will not align perfectly with the Indiana Academic Standards. Additionally, attention should be given at the district and school-level to the instructional sequence of the standards as well as to the length of time needed to teach each standard. Every standard has a unique place in the continuum of learning - omitting one will certainly create gaps - but each standard will not require the same amount of time and attention. A deep understanding of the vertical articulation of the standards will enable educators to make the best instructional decisions. The Indiana Academic Standards must also be complemented by robust, evidence-based instructional practices, geared to the development of the whole child. By utilizing well-chosen instructional practices, social-emotional competencies and employability skills can be developed in conjunction with the content standards.

Acknowledgments

The Indiana Academic Standards could not have been developed without the time, dedication, and expertise of Indiana’s K-12 teachers, higher education professors, and other representatives. The Indiana Department of Education (IDOE) acknowledges the committee members who dedicated many hours to the review and evaluation of these standards designed to prepare Indiana students for college and careers.
English Language Arts: Grade 8

Reading

Guiding Principle: Students read a wide range of fiction, nonfiction, classic, and contemporary works, to build an understanding of texts, of themselves, and of the cultures of the United States and the world; to acquire new information; to respond to the needs and demands of society and the workplace. Students apply a wide range of strategies to comprehend, interpret, evaluate, and appreciate texts. They read a wide range of literature in many genres from a variety of time periods and cultures from around the world to build an understanding of the many dimensions (e.g., philosophical, ethical, aesthetic) of human experience. They draw on their prior experience, their interactions with other readers and writers, and reading skills that they have developed and refined.

Reading: Literature

There are three key areas found in the Reading: Literature section for grades 6-12: Key Ideas and Textural Support, Structural Elements and Organization, and Synthesis and Connection of Ideas. By demonstrating the skills listed in each section, students should be able to meet the Learning Outcome for Reading: Literature.

Learning Outcome

| 8.RL.1 | Read a variety of literature within a range of complexity appropriate for grades 6-8. By the end of grade 8, students interact with texts proficiently and independently. |

Key Ideas and Textual Support

<p>| 8.RL.2.1 | Analyze what a text says explicitly as well as draw inferences from the text through strong and supportive textual evidence. |</p>
<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.RL.2.2</td>
<td>Analyze the development of a theme or central idea over the course of a work of literature, including its relationship to the characters, setting, and plot; provide a detailed summary that supports the analysis.</td>
</tr>
<tr>
<td>8.RL.2.3</td>
<td>Analyze how particular lines of dialogue or incidents in a work of literature propel the action, reveal aspects of a character, or provoke a decision.</td>
</tr>
<tr>
<td>8.RL.2.4</td>
<td>Students are expected to continue to build upon and continue applying concepts learning previously.</td>
</tr>
<tr>
<td></td>
<td>Grade of Mastery: 2</td>
</tr>
<tr>
<td></td>
<td>Make predictions about the context of text using prior knowledge of text features, explaining whether they were confirmed or not and why.</td>
</tr>
<tr>
<td>8.RL.3.1</td>
<td>Compare and contrast the structure of two or more related works of literature (e.g., similar topic or theme), and analyze and evaluate how the differing structure of each text contributes to its meaning and style.</td>
</tr>
<tr>
<td>8.RL.3.2</td>
<td>Analyze a particular point of view or cultural experience in a work of world literature considering how it reflects heritage, traditions, attitudes, and beliefs.</td>
</tr>
<tr>
<td>8.RL.4.1</td>
<td>Analyze the extent to which a filmed or live production of a story or play stays faithful to or departs from the text or script, evaluating the choices made by the director or actors.</td>
</tr>
</tbody>
</table>
8.RL.4.2  Analyze how works of literature draw on and transform earlier texts.
# Reading: Nonfiction

There are three key areas found in the Reading: Nonfiction section for grades 6-12: Key Ideas and Textual Support, Structural Elements and Organization, and Synthesis and Connection of Ideas. By demonstrating the skills listed in each section, students should be able to meet the Learning Outcome for Reading: Nonfiction.

## Learning Outcome

<table>
<thead>
<tr>
<th>8.RN.1</th>
<th>Read a variety of nonfiction within a range of complexity appropriate for grades 6-8. By the end of grade 8, students interact with texts proficiently and independently.</th>
</tr>
</thead>
</table>

## Key Ideas and Textual Support

<table>
<thead>
<tr>
<th>8.RN.2.1</th>
<th>Analyze what a text says explicitly as well as draw inferences from the text through strong and supportive textual evidence.</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.RN.2.2</td>
<td>Analyze the development of a central idea over the course of a text, including its relationship to supporting ideas; provide a detailed, objective summary of the text.</td>
</tr>
<tr>
<td>8.RN.2.3</td>
<td>Analyze how a text makes connections and distinctions among individuals, events, and ideas.</td>
</tr>
</tbody>
</table>

## Structural Elements and Organization

| 8.RN.3.1 | Students are expected to build upon and continue applying concepts learned previously. |

Grade of Mastery: 5
**8.RN.3.2** 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.RN.3.3** Determine an author’s perspective or purpose in a text, and analyze how the author acknowledges and responds to conflicting evidence or viewpoints.

### Synthesis and Connection of Ideas

**8.RN.4.1** 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.RN.4.2** Evaluate the advantages and disadvantages of using different mediums (e.g., print or digital text, video, multimedia) to present a particular topic of idea.

**8.RN.4.3** 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.
Reading: **Vocabulary**

There are two key areas found in the Reading: Vocabulary section for grades 6-12: Vocabulary Building and Vocabulary in Literature and Nonfiction Texts. By demonstrating the skills listed in each section, students should be able to meet the Learning Outcome for Reading: Vocabulary.

### Learning Outcome

| 8.RV.1 | Acquire and use accurately grade-appropriate general academic and content-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression. |

### Vocabulary Building

| 8.RV.2.1 | Use context to determine or clarify the meaning of words and phrases. |
| 8.RV.2.2 | Students are expected to build upon and continue applying concepts learned previously.  
**Grade of Mastery:** 7  
*Use the relationship between particular words (e.g., synonym/antonym, analogy) to better understand each of the words.*  
<p>| 8.RV.2.3 | Distinguish among the connotations of words with similar denotations. |</p>
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.RV.2.4</td>
<td>Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., <em>precede</em>, <em>recede</em>, <em>secede</em>).</td>
</tr>
<tr>
<td>8.RV.2.5</td>
<td>Select appropriate general and specialized reference materials, both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, part of speech, or origin.</td>
</tr>
</tbody>
</table>

**Vocabulary in Literature and Nonfiction Texts**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.RV.3.1</td>
<td>Analyze the meaning of words and phrases as they are used in works of literature, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.</td>
</tr>
<tr>
<td>8.RV.3.2</td>
<td>Determine the meaning of words and phrases as they are used in a nonfiction 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.</td>
</tr>
<tr>
<td>8.RV.3.3</td>
<td>Interpret figures of speech (e.g., <em>verbal irony</em>, <em>puns</em>) in context.</td>
</tr>
</tbody>
</table>
Guiding Principle: Students employ a wide range of strategies as they write and use different writing process elements appropriately to communicate with different audiences for a variety of purposes. Students apply knowledge of language structure, language conventions, media techniques, figurative language, and genre to create, critique, and discuss writing. Students conduct research on issues and interests by generating ideas and questions, and by posing problems. They gather, evaluate, and synthesize data from a variety of sources to communicate their discoveries in ways that suit their purpose and audience.

There are four key areas found in the Writing section for grades 6-12: Writing Genres, the Writing Process, the Research Process, and Conventions of Standard English. By demonstrating the skills listed in each section, students should be able to meet the Learning Outcome for Writing.

**Learning Outcome**

| 8.W.1 | Write routinely over a variety of time frames for a range of tasks, purposes, and audiences; apply reading standards to support analysis, reflection, and research by drawing evidence from literature and nonfiction texts. |

**Handwriting**

| 8.W.2 | Students are expected to build upon and continue applying concepts learning previously. |
|       | Grade of Mastery: 4 |
|       | Write legibly in print or cursive, forming letters and words that can be read by others. |
### Writing Genres: Argumentative, Informative, and Narrative

<table>
<thead>
<tr>
<th>8.W.3.1</th>
<th>Write <strong>arguments</strong> in a variety of forms that –</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Introduce claim(s), acknowledge and distinguish the claim(s) from alternate or opposing claims, and organize the reasons and evidence logically.</td>
</tr>
<tr>
<td>b.</td>
<td>Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text.</td>
</tr>
<tr>
<td>c.</td>
<td>Use effective transitions to create cohesion and clarify the relationships among claim(s), counterclaims, reasons, and evidence.</td>
</tr>
<tr>
<td>d.</td>
<td>Establish and maintain a consistent style and tone appropriate to purpose and audience.</td>
</tr>
<tr>
<td>e.</td>
<td>Provide a concluding statement or section that follows from and supports the argument presented.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.W.3.2</th>
<th>Write <strong>informative</strong> compositions in a variety of forms that –</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information into broader categories; include formatting (e.g., <em>headings</em>), graphics (e.g., <em>charts, tables</em>), and multimedia when useful to aiding comprehension.</td>
</tr>
<tr>
<td>b.</td>
<td>Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples from various sources and texts.</td>
</tr>
<tr>
<td>c.</td>
<td>Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts.</td>
</tr>
<tr>
<td>d.</td>
<td>Choose language and content-specific vocabulary that express ideas precisely and concisely, recognizing and eliminating wordiness and redundancy.</td>
</tr>
<tr>
<td>e.</td>
<td>Establish and maintain a style appropriate to the purpose and audience.</td>
</tr>
<tr>
<td>f.</td>
<td>Provide a concluding statement or section that follows from and supports the information or explanation.</td>
</tr>
</tbody>
</table>
8.W.3.3 Write **narrative** compositions in a variety of forms that –

a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters.

b. Organize an event sequence (e.g., *conflict, climax, resolution*) that unfolds naturally and logically, using a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another.

c. Use narrative techniques, such as dialogue, pacing, description, and reflection, to develop experiences, events, and/or characters.

d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.

e. Provide an ending that follows from and reflects on the narrated experiences or events.

### The Writing Process

8.W.4 Apply the writing process to all formal writing including but not limited to argumentative, informative, and narrative –

a. Plan and develop; draft; revise using appropriate reference materials; rewrite; try a new approach; and edit to produce and strengthen writing that is clear and coherent, with some guidance and support from peers and
### The Research Process: Finding, Assessing, Synthesizing, and Reporting Information

<table>
<thead>
<tr>
<th>8.W.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct short research assignments and tasks to build knowledge about the research process and the topic under study.</td>
</tr>
<tr>
<td>a. Formulate a research question.</td>
</tr>
<tr>
<td>b. Gather relevant information from multiple sources, using search terms effectively, and annotate sources.</td>
</tr>
<tr>
<td>c. Assess the credibility and accuracy of each source.</td>
</tr>
<tr>
<td>d. Quote or paraphrase the information and conclusions of others.</td>
</tr>
<tr>
<td>e. Avoid plagiarism and follow a standard format for citation.</td>
</tr>
<tr>
<td>f. Present information, choosing from a variety of formats.</td>
</tr>
</tbody>
</table>

### Conventions of Standard English: Grammar and Usage / Capitalization, Punctuation, and Spelling

<table>
<thead>
<tr>
<th>8.W.6.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrate command of English grammar and usage, focusing on:</td>
</tr>
<tr>
<td>a. Pronouns- Students are expected to build upon and continue applying conventions learned previously.</td>
</tr>
<tr>
<td>Grade of Mastery: 6</td>
</tr>
<tr>
<td>• Using a variety of pronouns including subject, object, possessive, and reflexive; ensuring grammatical antecedent agreement; recognizing and correcting vague pronouns (i.e., ones with unclear or ambiguous antecedents).</td>
</tr>
<tr>
<td>b. Verbs- Explaining the function of verbals (e.g., gerunds, participles, infinitives) in general and their function in particular sentences; forming and using active and passive voice; recognizing and correcting inappropriate shifts in verb voice.</td>
</tr>
<tr>
<td>c. Adjectives and Adverbs - Students are expected to build upon and continue applying conventions learned</td>
</tr>
<tr>
<td>8.W.6.2</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>a. Capitalization – Students are expected to build upon and continue applying conventions learned previously.</td>
</tr>
<tr>
<td>Grade of Mastery: 5</td>
</tr>
<tr>
<td>• Applying correct usage of capitalization in writing.</td>
</tr>
<tr>
<td>b. Punctuation – Using punctuation (e.g., comma, ellipsis, dash) to indicate a pause, break, or omission.</td>
</tr>
<tr>
<td>c. Spelling – Students are expected to build upon and continue applying conventions learned previously.</td>
</tr>
<tr>
<td>Grade of Mastery: 5</td>
</tr>
<tr>
<td>• Applying correct spelling patterns and generalizations in writing.</td>
</tr>
</tbody>
</table>
Speaking and Listening

**Guiding Principle:** Students listen actively and communicate effectively for a variety of purposes, including for learning, enjoyment, persuasion, and the exchange of information and ideas. Students adjust their use of language to communicate effectively with a variety of audiences and for different purposes. Students develop an understanding of and respect for diversity in language use, patterns, and dialects.

### Speaking and Listening

There are three key areas found in the Speaking and Listening section for grades 6-12: Discussion and Collaboration, Comprehension, and Presentation of Knowledge and Ideas. By demonstrating the skills listed in each section, students should be able to meet the Learning Outcome for Speaking and Listening.

<table>
<thead>
<tr>
<th>Learning Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.SL.1</strong></td>
</tr>
<tr>
<td>Listen actively and adjust the use of spoken language (e.g., conventions, style, vocabulary) to communicate effectively with a variety of audiences and for different purposes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Discussion and Collaboration</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.SL.2.1</strong></td>
</tr>
<tr>
<td>Engage effectively in a range of collaborative discussions (e.g., one-on-one, in groups, and teacher-led) on grade-appropriate topics, texts, and issues, building on others’ ideas and expressing personal ideas clearly.</td>
</tr>
<tr>
<td><strong>8.SL.2.2</strong></td>
</tr>
<tr>
<td>Examine, analyze, and reflect on ideas under discussion by identifying specific evidence from materials under study and other resources.</td>
</tr>
<tr>
<td>8.SL.2.3</td>
</tr>
<tr>
<td>8.SL.2.4</td>
</tr>
<tr>
<td>8.SL.2.5</td>
</tr>
</tbody>
</table>

### Comprehension

| 8.SL.3.1 | 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.3.2 | Delineate a speaker's argument and specific claims, evaluating the soundness of the reasoning and relevance and sufficiency of the evidence and identifying when irrelevant evidence is introduced. |

### Presentation of Knowledge and Ideas

| 8.SL.4.1 | Present claims and findings, 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. |
| 8.SL.4.2 | Create engaging presentations that integrate multimedia components and visual displays to clarify information, strengthen claims and evidence, and add interest. |
| 8.SL.4.3 | Students are expected to build upon and continue applying concepts learned previously. |
|         | Grade of Mastery: 2 |
|         | Give and follow multi-step directions |
Media Literacy

**Guiding Principle:** Students develop critical thinking about the messages received and created by media. Students recognize that media are a part of culture and function as agents of socialization and develop understanding that people use individual skills, beliefs, and experiences to construct their own meanings from media messages. Students develop media literacy skills in order to become more informed, reflective, and engaged participants in society.

<table>
<thead>
<tr>
<th>Media Literacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>By demonstrating the skills listed in Media Literacy, students should be able to meet the Learning Outcome for Media Literacy.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Learning Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.ML.1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Media Literacy</th>
</tr>
</thead>
</table>

| 8.ML.2.1 | Identify and analyze persuasive and propaganda techniques used in visual and verbal messages by electronic, print and mass media, and identify false or misleading information. |
| 8.ML.2.2 | Analyze and interpret how people experience media messages differently, depending on point of view, culture, etc. |
Wit & Wisdom is a Kindergarten through Grade 8 English language arts (ELA) curriculum created by Great Minds®, an organization that brings together teachers and experts who believe all students deserve access to rich, rigorous content. With Wit & Wisdom, every text a student explores is authentic and of the highest quality. Students use these texts at every turn—to learn, and eventually master, essential reading, writing, speaking, listening, grammar, and vocabulary skills. Instead of basals, students read books they love to build knowledge of important topics and to develop and refine literacy skills. All students read and discuss grade-level texts, and the curriculum includes suggestions for supporting this learning at key moments in the lessons.

Wit & Wisdom is composed of four modules per grade level. Each artfully explores a specific topic to develop depth of understanding and inspire curiosity. The core of each module is a selection of literary works, informational texts, and visual art. Modules are made up of approximately 30 lessons that are covered in six to eight weeks. All modules integrate reading, writing, speaking, listening, and language instruction.

HIGH RATINGS
The independent, nonprofit reviewer EdReports.org gives Wit & Wisdom top ratings for text quality, building knowledge, and usability. Wit & Wisdom is the only ELA resource to receive a Tier 1 designation for all grades, Kindergarten through Grade 8, from the Louisiana Department of Education.

PROVEN RESULTS
Schools and districts nationwide are experiencing increased student engagement and growth with Wit & Wisdom. See their stories and data at greatminds.org/english.

ONGOING SUPPORT
To support and sustain successful implementation, Wit & Wisdom’s team offers customizable professional development—online or on-site. Wit & Wisdom also includes support resources available only from Great Minds:

**Introducing Wit & Wisdom**
- Core text list
- Implementation Guide
- Module 0 (GK–2, G3–5, G6–8)

**Extending Wit & Wisdom**
- Parent Tip Sheets
- Volume of Reading text list
- Wit & Wisdom assessment resources (Standards Trackers and Question Sets)
- The Art of Wit & Wisdom (lessons and vocabulary relating to the curriculum’s rich artwork)
The majority of the Grade 8 Indiana Academic Standards for English/Language Arts are fully covered by Grade 8 of the Wit & Wisdom curriculum. The areas where the Grade 8 Indiana standards and Grade 8 of the Wit & Wisdom curriculum do not align will require supplemental materials and use of Wit & Wisdom content from other grade levels. A detailed analysis of alignment is provided in the table below. With strategic placement of supplemental materials, students can be successful in achieving the proficiencies of the Indiana standards while benefiting from the rich texts and knowledge building of Wit & Wisdom.

**KEY**

- **G** = grade level
- **M** = module
- **L** = lesson
- **DD** = Deep Dive

- **G8** = Grade 8
- **M1** = Module 1
- **L6** = Lesson 6
- **L6DD** = Lesson 6 Deep Dive

## GRADE 8 ENGLISH LANGUAGE ARTS

<table>
<thead>
<tr>
<th>Standard</th>
<th>Align to Wit &amp; Wisdom</th>
</tr>
</thead>
<tbody>
<tr>
<td>G8.M1.L6</td>
<td>All Standards Addressed</td>
</tr>
<tr>
<td>G8.M2.L1</td>
<td>Wit &amp; Wisdom does not address the Indiana standard.</td>
</tr>
<tr>
<td>G8.M2.L2</td>
<td>Wit &amp; Wisdom does not address the Indiana standard.</td>
</tr>
<tr>
<td>G8.M2.L3</td>
<td>Wit &amp; Wisdom addresses the Indiana standard at a different grade level.</td>
</tr>
</tbody>
</table>

Examples:

- G8 M1 L6 = Grade 8 Module 1 Lesson 6
- G8 M1 L6DD = Grade 8 Module 1 Lesson 6 Deep Dive
<table>
<thead>
<tr>
<th>Standard</th>
<th>Key Area</th>
<th>Skill</th>
<th>Aligned Components of Wit &amp; Wisdom</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Reading:</strong></td>
<td><strong>Learning Outcome</strong></td>
<td><strong>8.RL.1</strong></td>
<td>G8 M1–4</td>
</tr>
<tr>
<td><strong>Literature</strong></td>
<td></td>
<td>Read a variety of literature within a range of complexity appropriate for grades 6–8. By the end of grade 8, students interact with texts proficiently and independently.</td>
<td>Wit &amp; Wisdom considers this standard a Continuing Standard. Because it is fundamental to the learning design, it is addressed continually across all lessons and modules.</td>
</tr>
<tr>
<td><strong>Key Ideas and Textual Support</strong></td>
<td>8.RL.2.1</td>
<td>Cite the textual evidence that most strongly supports an analysis of what a text says explicitly as well as inferences drawn from the text.</td>
<td>G8 M1 L1–11, L13–22, L29</td>
</tr>
<tr>
<td></td>
<td>8.RL.2.2</td>
<td>Analyze the development of a theme or central idea over the course of a work of literature, including its relationship to the characters, setting, and plot; provide a detailed summary that supports the analysis.</td>
<td>G8 M1 L1–8, L10, L12–13, L13DD, L14–19, L21–22, L29, L29DD, L30</td>
</tr>
<tr>
<td></td>
<td>8.RL.2.3</td>
<td>Analyze how particular lines of dialogue or incidents in a work of literature propel the action, reveal aspects of a character, or provoke a decision.</td>
<td>G8 M2 L8–10, L13–30, L33–36</td>
</tr>
<tr>
<td></td>
<td>8.RL.2.4</td>
<td>Students are expected to build upon and continue applying concepts learned previously.</td>
<td>G8 M3 L2–11, L17, L20–27, L29–34, L36</td>
</tr>
<tr>
<td></td>
<td><strong>Supplemental material may be necessary to build fully on and continue applying previously learned concepts.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td>Key Area</td>
<td>Skill</td>
<td>Aligned Components of <em>Wit &amp; Wisdom</em></td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Structural</td>
<td>Elements and Organization</td>
<td><strong>8.RL.3.1</strong>  Compare and contrast the structure of two or more related works of literature (e.g., similar topic or theme), and analyze and evaluate how the differing structure of each text contributes to its meaning and style.</td>
<td>Supplemental material is necessary to address evaluating how the differing structure of two or more related works of literature contributes to their meaning and style. The following lessons address comparing and contrasting the structure of two or more related works of literature and analyzing how the differing structure of each text contributes to its meaning and style. G8 M1 L3, L5, L8–12, L14–17, L20–22, L30–32 G8 M2 L19, L26</td>
</tr>
<tr>
<td>Synthesis</td>
<td>and Connection of Ideas</td>
<td><strong>8.RL.3.2</strong>  Analyze a particular point of view or cultural experience in a work of world literature, considering how it reflects heritage, traditions, attitudes, and beliefs.</td>
<td>G8 M1 L26</td>
</tr>
<tr>
<td>Reading:</td>
<td>Nonfiction</td>
<td><strong>8.RL.4.1</strong>  Analyze the extent to which a filmed or live production of a story or play stays faithful to or departs from the text or script, evaluating the choices made by the director or actors.</td>
<td>G8 M2 L21–22, L25–26, L34 G8 M3 L18</td>
</tr>
<tr>
<td></td>
<td>Learning</td>
<td><strong>8.RL.4.2</strong>  Analyze how works of literature draw on and transform earlier texts.</td>
<td>G8 M3 L24–27</td>
</tr>
<tr>
<td></td>
<td>Outcome</td>
<td><strong>8.RN.1</strong>  Read a variety of nonfiction within a range of complexity appropriate for grades 6–8. By the end of grade 8, students interact with texts proficiently and independently.</td>
<td><em>Wit &amp; Wisdom</em> considers this standard a Continuing Standard. Because it is fundamental to the learning design, it is addressed continually across all lessons and modules. G8 M1–4</td>
</tr>
<tr>
<td>Standard</td>
<td>Key Area</td>
<td>Skill</td>
<td>Aligned Components of Wit &amp; Wisdom</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>-------</td>
<td>-----------------------------------</td>
</tr>
</tbody>
</table>
| 8.RN.2.1 | Key Ideas and Textual Support | Cite the textual evidence that most strongly supports an analysis of what a text says explicitly as well as inferences drawn from the text. | G8 M1 L11–12, L23–30  
G8 M2 L1–5, L12, L14, L31–33  
G8 M3 L12–17  
G8 M4 L1–24, L33 |
| 8.RN.2.2 | Analyze the development of a central idea over the course of a text, including its relationship to supporting ideas; provide a detailed, objective summary of the text. | G8 M1 L11–12, L23–30, L32  
G8 M2 L1–5, L12, L14, L31–32, L34  
G8 M3 L13, L15–17  
G8 M4 L3–7, L10, L12–24 |
| 8.RN.2.3 | Analyze how a text makes connections and distinctions among individuals, events, and ideas. | G8 M1 L12, L23–25  
G8 M2 L1–2, L4, L12, L31–33  
G8 M3 L13–14  
G8 M4 L3–7, L10–15, L17, L20–21, L23 |
| 8.RN.3.1 | Structural Elements and Organization | Students are expected to build upon and continue applying concepts learned previously. | Supplemental material may be necessary to build fully on and continue applying previously learned concepts. |
| 8.RN.3.2 | 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. | G8 M1 L27  
G8 M2 L1, L3  
G8 M4 L1, L14, L19–21 |
<table>
<thead>
<tr>
<th>Standard</th>
<th>Key Area</th>
<th>Skill</th>
<th>Aligned Components of <em>Wit &amp; Wisdom</em></th>
</tr>
</thead>
</table>
| 8.RN.3.3   |                                 | Determine an author’s perspective or purpose in a text, and analyze how the author acknowledges and responds to conflicting evidence or viewpoints. | G8 M1 L24  
G8 M3 L12, L14  
G8 M4 L7, L11–12, L15–16, L18–20, L24 |
| **Synthesis and Connection of Ideas** | 8.RN.4.1 | 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. | G8 M3 L13–16  
G8 M4 L20, L23 |
|           | 8.RN.4.2 | Evaluate the advantages and disadvantages of using different mediums (e.g., print or digital text, video, multimedia) to present a particular topic or idea. | G8 M4 L3, L6–9 |
|           | 8.RN.4.3 | 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. | G8 M4 L5, L20, L23–24 |
| **Reading: Vocabulary** | **Learning Outcome** | 8.RV.1 | Acquire and use accurately grade-appropriate general academic and content-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression. | G8 M1–4  
*Wit & Wisdom* considers this standard a Continuing Standard. Because it is fundamental to the learning design, it is addressed continually across all lessons and modules. |
<table>
<thead>
<tr>
<th>Standard</th>
<th>Vocabulary Building</th>
<th>Skill</th>
<th>Aligned Components of Wit &amp; Wisdom</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.RV.2.2</strong></td>
<td>Students are expected to build upon and continue applying concepts learned previously.</td>
<td>Supplemental material may be necessary to build fully on and continue applying previously learned concepts.</td>
<td></td>
</tr>
<tr>
<td><strong>8.RV.2.3</strong></td>
<td>Distinguish among the connotations of words with similar denotations.</td>
<td>G8 M1 L15DD, L24DD</td>
<td>G8 M2 L2DD, L4DD, L15, L19, L30DD, L31–32</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M3 L2, L2DD, L7DD, L9DD, L10, L14, L15DD, L21</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M4 L15DD, L21</td>
</tr>
<tr>
<td><strong>8.RV.2.4</strong></td>
<td>Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., <em>precede</em>, <em>recede</em>, <em>secede</em>).</td>
<td>G8 M1 L3DD, L4DD, L12DD, L13DD</td>
<td>G8 M2 L10DD, L20DD, L22DD, L29DD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M3 L7DD, L10DD, L12DD, L14DD, L18DD, L20DD, L21DD, L22DD, L30DD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M4 L1, L6DD, L10, L17, L17DD, L28DD</td>
</tr>
<tr>
<td>Standard</td>
<td>Key Area</td>
<td>Skill</td>
<td>Aligned Components of Wit &amp; Wisdom</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>-------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>8.RV.2.5</td>
<td></td>
<td></td>
<td>Supplemental material is necessary to address using reference materials to determine origin. The following lessons address selecting appropriate general and specialized reference materials, both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning, part of speech, or origin.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M1 L3DD, L4DD, L11DD, L13DD, L15DD, L23DD, L24DD, L27DD, L29DD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M2 L1, L1DD, L4, L6DD, L7DD, L10DD, L12DD, L20DD, L29DD, L30DD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M3 L1–3, L6, L6DD, L7DD, L8–9, L9DD, L10DD, L12, L12DD, L15DD, L18, L18DD, L19, L20DD, L21, L21DD, L22, L22DD, L30, L30DD, L31DD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M4 L2, L3DD, L5, L10, L10DD, L12–13, L15DD, L17DD, L19DD, L20DD</td>
</tr>
<tr>
<td>8.RV.3.1</td>
<td>Vocabulary in Literature and Nonfiction Texts</td>
<td>Analyze the meaning of words and phrases as they are used in works of literature, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including analogies or allusions to other texts.</td>
<td>G8 M1 L1–4, L4DD, L5, L10, L11DD, L14–16, L21–22, L24DD, L29, L32DD, L33DD</td>
</tr>
<tr>
<td>Standard</td>
<td>Key Area</td>
<td>Skill</td>
<td>Aligned Components of Wit &amp; Wisdom</td>
</tr>
<tr>
<td>-------------</td>
<td>----------</td>
<td>----------------------------------------------------------------------</td>
<td>-------------------------------------</td>
</tr>
</tbody>
</table>
| 8.RV.3.2    |          | Determine the meaning of words and phrases as they are used in a nonfiction 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. | G8 M1 L11–12, L12DD, L13DD, L23, L23DD, L24–25, L27DD, L32DD, L33DD  
G8 M2 L1, L2DD, L3–4, L4DD, L12, L12DD, L31–32  
G8 M3 L12–14, L14DD, L15DD  
| 8.RV.3.3    |          | Interpret figures of speech (e.g., verbal irony, puns) in context. | G8 M1 L4, L8DD, L21DD  
G8 M3 L2–4, L4DD, L5–6, L8–11, L19–20, L20DD, L22, L28–30  
G8 M4 L18, L20, L22 |
| Writing     | Learning Outcome | 8.W.1 | Write routinely over a variety of time frames for a range of tasks, purposes, and audiences; apply reading standards to support analysis, reflection, and research by drawing evidence from literature and nonfiction texts. | G8 M1 L2, L3, L19, L23, L27  
G8 M4 L1–2, L4, L6–7, L9–15, L17–24, L33 |
<p>| Handwriting |          | 8.W.2 | Students are expected to build upon and continue applying concepts learned previously. | Wit &amp; Wisdom does not address handwriting. |</p>
<table>
<thead>
<tr>
<th>Standard</th>
<th>Key Area</th>
<th>Skill</th>
<th>Aligned Components of Wit &amp; Wisdom</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Writing Genres: Argumentative, Informative, and Narrative</td>
<td><strong>8.W.3.1</strong></td>
<td>Write arguments in a variety of forms that—</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Introduce claim(s), acknowledge and distinguish the claim(s) from alternate or opposing claims, and organize the reasons and evidence logically.</td>
<td>G8 M3 L3–4, L6–10, L17–20, L22–24, L26, L31–35</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text.</td>
<td>G8 M3 L3–4, L6–10, L17, L26, L31, L34–35</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Use effective transitions to create cohesion and clarify the relationships among claim(s), counterclaims, reasons, and evidence.</td>
<td>G8 M3 L6, L8–9, L18–20, L22, L26, L31–32, L35</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Establish and maintain a consistent style and tone appropriate to purpose and audience.</td>
<td>G8 M3 L29–31</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Provide a concluding statement or section that follows from and supports the argument presented.</td>
<td>G8 M3 L13, L30–31, L35</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>8.W.3.2</strong></td>
<td>Write informative compositions in a variety of forms that—</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Introduce a topic 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.</td>
<td>G8 M2 L5, L9–11, L15, L18, L21, L27–28, L31–32, L34–37</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Develop the topic with relevant, well-chosen facts, definitions, concrete details, quotations, or other information and examples from various sources and texts.</td>
<td>G8 M2 L5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Include quotations, or other information and examples from various sources and texts.</td>
<td>G8 M2 L5</td>
</tr>
</tbody>
</table>

Indiana Academic Standards for English/Language Arts

Correlation to Wit & Wisdom

© 2019 Great Minds® greatminds.org
<table>
<thead>
<tr>
<th>Standard</th>
<th>Key Area</th>
<th>Skill</th>
<th>Aligned Components of <em>Wit &amp; Wisdom</em></th>
</tr>
</thead>
</table>
|          |          | • Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts. | G8 M2 L13, L15, L36–37  
G8 M3 L16, L27  
G8 M4 L12 |
|          |          | • Choose language and content-specific vocabulary that express ideas precisely and concisely, recognizing and eliminating wordiness and redundancy. | *Wit & Wisdom* addresses recognizing and eliminating wordiness and redundancy in Grade 7. The following lessons address choosing language and content-specific vocabulary that express ideas precisely and concisely.  
G8 M1 L28  
G8 M2 L5, L25–26  
G8 M3 L16, L27 |
|          |          | • Establish and maintain a style appropriate to the purpose and audience. | G8 M2 L23, L26  
G8 M3 L16 |
|          |          | • Provide a concluding statement or section that follows from and supports the information or explanation presented. | G8 M2 L25–26, L32, L36–37  
G8 M4 L12 |

**8.W.3.3**  
Write narrative compositions in a variety of forms that—

|          |          | • Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters. | G8 M1 L12–14, L17, L29  
G8 M2 L16 |
|          |          | • Organize an event sequence (e.g., conflict, climax, resolution) that unfolds naturally and logically, using a variety of transition words, phrases, and clauses to convey sequence and signal shifts from one time frame or setting to another. | *Wit & Wisdom* addresses using transitions in narrative compositions in Grade 7. The following lessons address organizing an event sequence that unfolds naturally and logically.  
G8 M1 L17 |
<table>
<thead>
<tr>
<th>Standard</th>
<th>Key Area</th>
<th>Skill</th>
<th>Aligned Components of Wit &amp; Wisdom</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>• Use narrative techniques, such as dialogue, pacing, description, and reflection, to develop experiences, events, and/or characters.</td>
<td>G8 M1 L7, L11–15, L17, L21, L29, L31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M2 L14, L16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.</td>
<td>G8 M1 L5–8, L10–11, L13, L15, L17, L21, L29, L31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M2 L3, L14, L16</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Provide an ending that follows from and reflects on the narrated experiences or events.</td>
<td>G8 M1 L12–14, L17, L29</td>
</tr>
<tr>
<td></td>
<td>The Writing Process</td>
<td>8.W.4</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Apply the writing process to—</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Plan and develop; draft; revise using appropriate reference materials; rewrite; try a new approach; and edit to produce and strengthen writing that is clear and coherent, with some guidance and support from peers and adults.</td>
<td>G8 M1 L11, L17, L28–30, L32</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M2 L8, L34, L37DD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M4 L16, L26–27, L31</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Use technology to interact and collaborate with others to generate, produce, and publish writing and present information and ideas efficiently.</td>
<td>G8 M1 L22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M4 L9, L32–33</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Conduct short research assignments and tasks to build knowledge about the research process and the topic under study.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Formulate a research question.</td>
<td>G8 M4 L2, L18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Gather relevant information from multiple sources, using search terms effectively, and annotate sources.</td>
<td>Supplemental material is necessary to address annotating research sources. The following lessons address gathering relevant information from multiple sources and using search terms effectively.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M4 L6–7, L13, L15</td>
</tr>
<tr>
<td>Standard</td>
<td>Key Area</td>
<td>Skill</td>
<td>Aligned Components of Wit &amp; Wisdom</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>-------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Assess the credibility and accuracy of each source.</td>
<td>G8 M4 L6–7, L13, L15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Quote or paraphrase the information and conclusions of others.</td>
<td>G8 M4 L15, L18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Avoid plagiarism and follow a standard format for citation.</td>
<td>G8 M2 L1 \nG8 M3 L1, L8 \nG8 M4 L3, L5, L10, L13, L15–16, L18, L21–27, L33</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Present information, choosing from a variety of formats.</td>
<td>Supplemental material is necessary to address choosing from a variety of formats. The following lessons address presenting information. \nG8 M4 L25–31</td>
</tr>
<tr>
<td></td>
<td>Conventions of Standard English: Grammar and Usage/ Capitalization, Punctuation, and Spelling</td>
<td>8.W.6.1</td>
<td>Demonstrate command of English grammar and usage, focusing on:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8.W.6.1a</td>
<td>Pronouns—Students are expected to build upon and continue applying conventions learned previously.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8.W.6.1b</td>
<td>Verbs—Explaining the function of verbals (gerunds, participles, infinitives) in general and their function in particular sentences; forming and using active and passive voice; recognizing and correcting inappropriate shifts in verb voice.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M1 L8DD, L10–11</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M4 L1DD, L2DD, L4DD, L7DD, L8, L8DD, L13DD, L14DD, L16, L16DD, L21DD, L22DD, L23, L23DD, L24DD, L26DD, L27DD</td>
</tr>
<tr>
<td>Standard</td>
<td>Key Area</td>
<td>Skill</td>
<td>Aligned Components of <em>Wit &amp; Wisdom</em></td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>-------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>8.W.6.1c</td>
<td>Adjectives and Adverbs—Students are expected to build upon and continue applying conventions learned previously.</td>
<td>Supplemental material may be necessary to build fully on and continue applying previously learned conventions.</td>
<td></td>
</tr>
<tr>
<td>8.W.6.1d</td>
<td>Phrases and Clauses—Students are expected to build upon and continue applying conventions learned previously.</td>
<td>Supplemental material may be necessary to build fully on and continue applying previously learned conventions.</td>
<td></td>
</tr>
<tr>
<td>8.W.6.1e</td>
<td>Usage—Students are expected to build upon and continue applying conventions learned previously.</td>
<td>Supplemental material may be necessary to build fully on and continue applying previously learned conventions.</td>
<td></td>
</tr>
<tr>
<td>8.W.6.2</td>
<td>Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling focusing on:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.W.6.2a</td>
<td>Capitalization—Students are expected to build upon and continue applying conventions learned previously.</td>
<td>Supplemental material may be necessary to build fully on and continue applying previously learned conventions.</td>
<td></td>
</tr>
<tr>
<td>8.W.6.2b</td>
<td>Punctuation—Using punctuation (comma, ellipsis, dash) to indicate a pause, break, or omission.</td>
<td>G8 M1 L18DD, L19DD, L20DD, L22DD G8 M3 L1DD, L3DD, L5, L5DD, L35DD, L36</td>
<td></td>
</tr>
<tr>
<td>8.W.6.2c</td>
<td>Spelling—Students are expected to build upon and continue applying conventions learned previously.</td>
<td>Supplemental material may be necessary to build fully on and continue applying previously learned conventions.</td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td>Key Area</td>
<td>Skill</td>
<td>Aligned Components of Wit &amp; Wisdom</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------------------</td>
<td>--------------------------------------------</td>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>Speaking and</td>
<td>Learning Outcome</td>
<td><strong>8.SL.1</strong></td>
<td>G8 M1 L15, L20, L27, L29</td>
</tr>
<tr>
<td>Listening</td>
<td></td>
<td>Listen actively and adjust the use of</td>
<td>G8 M2 L18–25, L33, L36</td>
</tr>
<tr>
<td></td>
<td></td>
<td>spoken language (e.g., conventions, style,</td>
<td>G8 M3 L26, L29</td>
</tr>
<tr>
<td></td>
<td></td>
<td>vocabulary) to communicate effectively</td>
<td>G8 M4 L9, L24, L33</td>
</tr>
<tr>
<td></td>
<td></td>
<td>with a variety of audiences and for</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>different purposes.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discussion and</td>
<td></td>
<td><strong>8.SL.2.1</strong></td>
<td>G8 M1 L15, L20, L27, L29</td>
</tr>
<tr>
<td>Collaboration</td>
<td></td>
<td>Engage effectively in a range of</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>collaborative discussions (one-on-one,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>in groups, and teacher-led) on grade-</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>appropriate topics, texts, and issues,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>building on others’ ideas and expressing</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>personal ideas clearly.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>8.SL.2.2</strong></td>
<td>Supplemental material is necessary to address</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Examine, analyze, and reflect on ideas</td>
<td>identifying evidence from other resources. The</td>
</tr>
<tr>
<td></td>
<td></td>
<td>under discussion by identifying specific</td>
<td>following lessons address examining, analyzing, and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>evidence from materials under study and</td>
<td>reflecting on</td>
</tr>
<tr>
<td></td>
<td></td>
<td>other resources.</td>
<td>ideas under discussion by identifying specific</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>evidence from materials under study.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M3 L11, L26</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>G8 M4 L9, L24</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>8.SL.2.3</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Follow rules for considerate discussions</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>and decision-making, track progress</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>toward specific goals and deadlines, and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>define individual roles as needed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>8.SL.2.4</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pose questions that connect the ideas of</td>
<td>G8 M3 L11</td>
</tr>
<tr>
<td></td>
<td></td>
<td>several speakers and respond to others’</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>questions and comments with relevant</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>evidence, observations, and ideas.</td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td>Key Area</td>
<td>Skill</td>
<td>Aligned Components of <em>Wit &amp; Wisdom</em></td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>-------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>8.SL.2.5</td>
<td></td>
<td>Acknowledge new information expressed by others, and, when warranted, qualify or justify personal views in reference to the evidence presented.</td>
<td><em>Wit &amp; Wisdom</em> addresses this standard in Grade 7. G7 M1 L7 G7 M2 L30 G7 M3 L29, L37 G7 M4 L31</td>
</tr>
<tr>
<td><strong>Comprehension</strong></td>
<td>8.SL.3.1</td>
<td>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.</td>
<td>G8 M1 L4, L9, L18–19 G8 M2 L2–4, L6–7, L11–15, L17–22, L25–26, L33–34 G8 M3 L18 G8 M4 L3–15, L17–20, L24, L33</td>
</tr>
<tr>
<td>8.SL.3.2</td>
<td></td>
<td>Delineate a speaker’s argument and specific claims, evaluating the soundness of the reasoning and relevance and sufficiency of the evidence and identifying when irrelevant evidence is introduced.</td>
<td>G8 M3 L6, L9, L11, L17, L29, L32, L34</td>
</tr>
<tr>
<td><strong>Presentation of Knowledge and Ideas</strong></td>
<td>8.SL.4.1</td>
<td>Present claims and findings, 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.</td>
<td>G8 M1 L18–22, L33 G8 M3 L17 G8 M4 L24, L28–32</td>
</tr>
<tr>
<td>8.SL.4.2</td>
<td></td>
<td>Create engaging presentations that integrate multimedia components and visual displays to clarify information, strengthen claims and evidence, and add interest.</td>
<td>G8 M1 L18–22, L33 G8 M3 L28 G8 M4 L9, L29–32</td>
</tr>
<tr>
<td>Standard</td>
<td>Key Area</td>
<td>Skill</td>
<td>Aligned Components of <em>Wit &amp; Wisdom</em></td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>-------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>8.SL.4.3</strong></td>
<td>Students are expected to build upon and continue applying concepts learned previously.</td>
</tr>
<tr>
<td>Media Literacy</td>
<td>Learning Outcome</td>
<td><strong>8.ML.1</strong></td>
<td>Critically analyze information found in electronic, print, and mass media used to inform, persuade, entertain, and transmit culture.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>8.ML.2.1</strong></td>
<td>Identify and analyze persuasive and propaganda techniques used in visual and verbal messages by electronic, print and mass media, and identify false or misleading information.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>8.ML.2.2</strong></td>
<td>Analyze and interpret how people experience media messages differently, depending on point of view, culture, etc.</td>
</tr>
</tbody>
</table>


Supplemental material is necessary to address this standard thoroughly. G8 M2 L4

G8 M1 L26
Introduction

The Indiana Academic Standards for Mathematics are the result of a process designed to identify, evaluate, synthesize, and create the highest quality, rigorous standards for Indiana students. The standards are designed to ensure that all Indiana students, upon graduation, are prepared for both college and career opportunities. In alignment with Indiana’s Every Student Succeeds Act (ESSA) plan, the academic standards reflect the core belief that all students can achieve at a high level.

What are the Indiana Academic Standards?

The Indiana Academic Standards are designed to help educators, parents, students, and community members understand what students need to know and be able to do at each grade level, and within each content strand, in order to exit high school, college and career ready. The academic standards should form the basis for strong Tier 1 instruction at each grade level and for each content area for all students, in alignment with Indiana’s vision for Multi-Tiered Systems of Supports (MTSS). While the standards have identified the academic content or skills that Indiana students need to be prepared for both college and career, they are not an exhaustive list. Students require a wide range of physical, social, and emotional support to be successful. This leads to a second core belief outlined in Indiana’s ESSA plan that learning requires an emphasis on the whole child.

While the standards may be used as the basis for curriculum, the Indiana Academic Standards are not a curriculum. Curricular tools, including textbooks, are selected by the district/school and adopted through the local school board. However, a strong standards-based approach to instruction is encouraged, as most curricula will not align perfectly with the Indiana Academic Standards. Additionally, attention should be given at the district and school-level to the instructional sequence of the standards as well as to the length of time needed to teach each standard. Every standard has a unique place in the continuum of learning - omitting one will certainly create gaps - but each standard will not require the same amount of time and attention. A deep understanding of the vertical articulation of the standards will enable educators to make the best instructional decisions. The Indiana Academic Standards must also be complemented by robust, evidence-based instructional practices, geared to the development of the whole child. By utilizing well-chosen instructional practices, social-emotional competencies and employability skills can be developed in conjunction with the content standards.

Acknowledgments

The Indiana Academic Standards have been developed through the time, dedication, and expertise of Indiana’s K-12 teachers, higher education professors, and other representatives. The Indiana Department of Education (IDOE) acknowledges the committee members who dedicated many hours to the review and evaluation of these standards designed to prepare Indiana students for college and careers.
**PROCESS STANDARDS FOR MATHEMATICS**

The Process Standards demonstrate the ways in which students should develop conceptual understanding of mathematical content, and the ways in which students should synthesize and apply mathematical skills.

<table>
<thead>
<tr>
<th>PROCESS STANDARDS FOR MATHEMATICS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PS.1: Make sense of problems and persevere in solving them.</strong></td>
</tr>
<tr>
<td>Mathematically proficient students start by explaining to themselves the meaning of a problem and looking for entry points to its solution. They analyze givens, constraints, relationships, and goals. They make conjectures about the form and meaning of the solution and plan a solution pathway, rather than simply jumping into a solution attempt. They consider analogous problems and try special cases and simpler forms of the original problem in order to gain insight into its solution. They monitor and evaluate their progress and change course if necessary. Mathematically proficient students check their answers to problems using a different method, and they continually ask themselves, “Does this make sense?” and “Is my answer reasonable?” They understand the approaches of others to solving complex problems and identify correspondences between different approaches. Mathematically proficient students understand how mathematical ideas interconnect and build on one another to produce a coherent whole.</td>
</tr>
<tr>
<td><strong>PS.2: Reason abstractly and quantitatively.</strong></td>
</tr>
<tr>
<td>Mathematically proficient students make sense of quantities and their relationships in problem situations. They bring two complementary abilities to bear on problems involving quantitative relationships: the ability to decontextualize—to abstract a given situation and represent it symbolically and manipulate the representing symbols as if they have a life of their own, without necessarily attending to their referents—and the ability to contextualize, to pause as needed during the manipulation process in order to probe into the referents for the symbols involved. Quantitative reasoning entails habits of creating a coherent representation of the problem at hand; considering the units involved; attending to the meaning of quantities, not just how to compute them; and knowing and flexibly using different properties of operations and objects.</td>
</tr>
<tr>
<td>PS.3: Construct viable arguments and critique the reasoning of others.</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>PS.4: Model with mathematics.</td>
</tr>
<tr>
<td>PS.5: Use appropriate tools strategically.</td>
</tr>
</tbody>
</table>
Mathematically proficient students identify relevant external mathematical resources, such as digital content, and use them to pose or solve problems. They use technological tools to explore and deepen their understanding of concepts and to support the development of learning mathematics. They use technology to contribute to concept development, simulation, representation, reasoning, communication and problem solving.

**PS.6: Attend to precision.**

Mathematically proficient students communicate precisely to others. They use clear definitions, including correct mathematical language, in discussion with others and in their own reasoning. They state the meaning of the symbols they choose, including using the equal sign consistently and appropriately. They express solutions clearly and logically by using the appropriate mathematical terms and notation. They specify units of measure and label axes to clarify the correspondence with quantities in a problem. They calculate accurately and efficiently and check the validity of their results in the context of the problem. They express numerical answers with a degree of precision appropriate for the problem context.

**PS.7: Look for and make use of structure.**

Mathematically proficient students look closely to discern a pattern or structure. They step back for an overview and shift perspective. They recognize and use properties of operations and equality. They organize and classify geometric shapes based on their attributes. They see expressions, equations, and geometric figures as single objects or as being composed of several objects.

**PS.8: Look for and express regularity in repeated reasoning.**

Mathematically proficient students notice if calculations are repeated and look for general methods and shortcuts. They notice regularity in mathematical problems and their work to create a rule or formula. Mathematically proficient students maintain oversight of the process, while attending to the details as they solve a problem. They continually evaluate the reasonableness of their intermediate results.
MATHEMATICS: Grade 8

The Mathematics Standards for Grade 8 are supplemented by the Process Standards for Mathematics.

The Mathematics Standards for Grade 8 are made up of five strands: Number Sense; Computation; Algebra and Functions; Geometry and Measurement; and Data Analysis, Statistics, and Probability. The skills listed in each strand indicate what students in grade 8 should know and be able to do in mathematics.

<table>
<thead>
<tr>
<th><strong>NUMBER SENSE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.NS.1</strong></td>
</tr>
<tr>
<td><strong>8.NS.2</strong></td>
</tr>
<tr>
<td><strong>8.NS.3</strong></td>
</tr>
<tr>
<td><strong>8.NS.4</strong></td>
</tr>
<tr>
<td><strong>8.C.1</strong></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td><strong>8.C.2</strong></td>
</tr>
<tr>
<td><strong>8.AF.1</strong></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td><strong>8.AF.2</strong></td>
</tr>
<tr>
<td><strong>8.AF.3</strong></td>
</tr>
<tr>
<td><strong>8.AF.4</strong></td>
</tr>
<tr>
<td><strong>8.AF.5</strong></td>
</tr>
<tr>
<td><strong>8.AF.6</strong></td>
</tr>
<tr>
<td><strong>8.AF.7</strong></td>
</tr>
</tbody>
</table>
Understand that solutions to a system of two linear equations correspond to points of intersection of their graphs because points of intersection satisfy both equations simultaneously. Approximate the solution of a system of equations by graphing and interpreting the reasonableness of the approximation.
<table>
<thead>
<tr>
<th>GEOMETRY AND MEASUREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8.GM.1</strong></td>
</tr>
<tr>
<td>Identify, define, and describe attributes of three-dimensional geometric objects (right rectangular prisms, cylinders, cones, spheres, and pyramids). Explore the effects of slicing these objects using appropriate technology and describe the two-dimensional figure that results.</td>
</tr>
<tr>
<td><strong>8.GM.2</strong></td>
</tr>
<tr>
<td>Solve real-world and other mathematical problems involving volume of cones, spheres, and pyramids and surface area of spheres.</td>
</tr>
<tr>
<td><strong>8.GM.3</strong></td>
</tr>
<tr>
<td>Verify experimentally the properties of rotations, reflections, and translations, including: lines are mapped to lines, and line segments to line segments of the same length; angles are mapped to angles of the same measure; and parallel lines are mapped to parallel lines.</td>
</tr>
<tr>
<td><strong>8.GM.4</strong></td>
</tr>
<tr>
<td>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. Describe a sequence that exhibits the congruence between two given congruent figures.</td>
</tr>
<tr>
<td><strong>8.GM.5</strong></td>
</tr>
<tr>
<td>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. Describe a sequence that exhibits the similarity between two given similar figures.</td>
</tr>
<tr>
<td><strong>8.GM.6</strong></td>
</tr>
<tr>
<td>Explore dilations, translations, rotations, and reflections on two-dimensional figures in the coordinate plane.</td>
</tr>
<tr>
<td><strong>8.GM.7</strong></td>
</tr>
<tr>
<td>Use inductive reasoning to explain the Pythagorean relationship.</td>
</tr>
<tr>
<td>8.GM.8</td>
</tr>
<tr>
<td>--------</td>
</tr>
<tr>
<td>8.GM.9</td>
</tr>
<tr>
<td><strong>8.DSP.1</strong></td>
</tr>
<tr>
<td><strong>8.DSP.2</strong></td>
</tr>
<tr>
<td><strong>8.DSP.3</strong></td>
</tr>
<tr>
<td><strong>8.DSP.4</strong></td>
</tr>
<tr>
<td><strong>8.DSP.5</strong></td>
</tr>
<tr>
<td><strong>8.DSP.6</strong></td>
</tr>
</tbody>
</table>
ABOUT EUREKA MATH

Created by the nonprofit Great Minds, *Eureka Math*® helps teachers deliver unparalleled math instruction that provides students with a deep understanding of and fluency in math. Crafted by teachers and math scholars, the curriculum carefully sequences the mathematical progressions to maximize coherence from Prekindergarten through Precalculus—a principle tested and proven to be essential in students’ mastery of math.

Teachers and students using *Eureka Math* find the trademark “Aha!” moments in *Eureka Math* to be a source of joy and inspiration, lesson after lesson, year after year.

ALIGNED

*Eureka Math* is the only curriculum found by [EdReports.org](http://edreports.org) to align fully with the Common Core State Standards for Mathematics for all grades, Kindergarten through Grade 8. Great Minds offers detailed analyses that demonstrate how each grade of *Eureka Math* aligns with specific state standards. Access these free alignment studies at [greatminds.org/state-studies](http://greatminds.org/state-studies).

DATA

Schools and districts nationwide are experiencing student academic growth and impressive test scores after using *Eureka Math*. See their stories and data at [greatminds.org/data](http://greatminds.org/data).

FULL SUITE OF RESOURCES

As a nonprofit, Great Minds offers the *Eureka Math* curriculum as PDF downloads for free, noncommercial use. Access the free PDFs at [greatminds.org/math/curriculum](http://greatminds.org/math/curriculum).

The teacher–writers who created the curriculum have also developed essential resources, available only from Great Minds, including the following:

- Printed material in English and Spanish
- Digital resources
- Professional development
- Classroom tools and manipulatives
- Teacher support materials
- Parent resources
Indiana Academic Standards for Mathematics Correlation to Eureka Math®

GRADE 8 MATHEMATICS

The majority of the Grade 8 Indiana Academic Standards for Mathematics are fully covered by the Grade 8 Eureka Math curriculum. The areas where the Grade 8 Indiana Academic Standards for Mathematics and Grade 8 Eureka Math do not align will require the use of Eureka Math content from another grade level or course or supplemental materials. A detailed analysis of alignment is provided in the table below.

With strategic placement of supplemental materials, Eureka Math can ensure that students are successful in achieving the proficiencies of the Indiana Academic Standards for Mathematics while still benefiting from the coherence and rigor of Eureka Eureka Math.

INDICATORS

- **GREEN** indicates the Indiana standard is addressed in Eureka Math.
- **YELLOW** indicates the Indiana standard may not be completely addressed in Eureka Math.
- **RED** indicates the Indiana standard is not addressed in Eureka Math.
- **BLUE** indicates there is a discrepancy between the grade level at which this standard is addressed in Indiana and in Eureka Math.
### PS.1: Make sense of problems and persevere in solving them.

Mathematically proficient students start by explaining to themselves the meaning of a problem and looking for entry points to its solution. They analyze givens, constraints, relationships, and goals. They make conjectures about the form and meaning of the solution and plan a solution pathway, rather than simply jumping into a solution attempt. They consider analogous problems and try special cases and simpler forms of the original problem in order to gain insight into its solution. They monitor and evaluate their progress and change course if necessary. Mathematically proficient students check their answers to problems using a different method, and they continually ask themselves, “Does this make sense?” and “Is my answer reasonable?” They understand the approaches of others to solving complex problems and identify correspondences between different approaches. Mathematically proficient students understand how mathematical ideas interconnect and build on one another to produce a coherent whole.

### Aligned Components of *Eureka Math*

Lessons in every module engage students in making sense of problems and persevering in solving them as required by this standard. This process standard is analogous to the CCSSM Standards for Mathematical Practice 1, which is specifically addressed in the following modules:

- G8 M1: Integer Exponents and Scientific Notation
- G8 M4: Linear Equations
<table>
<thead>
<tr>
<th>Process Standards for Mathematics</th>
<th>Aligned Components of <em>Eureka Math</em></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PS.2: Reason abstractly and quantitatively.</strong></td>
<td>Lessons in every module engage students in reasoning abstractly and quantitatively as required by this standard. This process standard is analogous to the CCSSM Standards for Mathematical Practice 2, which is specifically addressed in the following modules:</td>
</tr>
<tr>
<td>Mathematically proficient students make sense of quantities and their relationships in problem situations. They bring two complementary abilities to bear on problems involving quantitative relationships: the ability to decontextualize—to abstract a given situation and represent it symbolically and manipulate the representing symbols as if they have a life of their own, without necessarily attending to their referents—and the ability to contextualize, to pause as needed during the manipulation process in order to probe into the referents for the symbols involved. Quantitative reasoning entails habits of creating a coherent representation of the problem at hand; considering the units involved; attending to the meaning of quantities, not just how to compute them; and knowing and flexibly using different properties of operations and objects.</td>
<td>G8 M1: Integer Exponents and Scientific Notation</td>
</tr>
<tr>
<td></td>
<td>G8 M2: The Concept of Congruence</td>
</tr>
<tr>
<td></td>
<td>G8 M4: Linear Equations</td>
</tr>
<tr>
<td></td>
<td>G8 M5: Examples of Functions from Geometry</td>
</tr>
<tr>
<td></td>
<td>G8 M6: Linear Functions</td>
</tr>
</tbody>
</table>
### Process Standards for Mathematics

**PS.3: Construct viable arguments and critique the reasoning of others.**

Mathematically proficient students understand and use stated assumptions, definitions, and previously established results in constructing arguments. They make conjectures and build a logical progression of statements to explore the truth of their conjectures. They analyze situations by breaking them into cases and recognize and use counterexamples. They organize their mathematical thinking, justify their conclusions and communicate them to others, and respond to the arguments of others. They reason inductively about data, making plausible arguments that take into account the context from which the data arose. Mathematically proficient students are also able to compare the effectiveness of two plausible arguments, distinguish correct logic or reasoning from that which is flawed, and—if there is a flaw in an argument—explain what it is. They justify whether a given statement is true always, sometimes, or never. Mathematically proficient students participate and collaborate in a mathematics community. They listen to or read the arguments of others, decide whether they make sense, and ask useful questions to clarify or improve the arguments.

### Aligned Components of *Eureka Math*

Lessons in every module engage students in constructing viable arguments and critiquing the reasoning of others as required by this standard. This process standard is analogous to the CCSSM Standards for Mathematical Practice 3, which is specifically addressed in the following modules:

- G8 M1: Integer Exponents and Scientific Notation
- G8 M2: The Concept of Congruence
- G8 M3: Similarity
- G8 M4: Linear Equations
<table>
<thead>
<tr>
<th>Process Standards for Mathematics</th>
<th>Aligned Components of <em>Eureka Math</em></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PS.4: Model with mathematics.</strong></td>
<td>Lessons in every module engage students in modeling with mathematics as required by this standard. This process standard is analogous to the CCSSM Standards for Mathematical Practice 4, which is specifically addressed in the following modules:</td>
</tr>
</tbody>
</table>
| Mathematically proficient students apply the mathematics they know to solve problems arising in everyday life, society, and the workplace using a variety of appropriate strategies. They create and use a variety of representations to solve problems and to organize and communicate mathematical ideas. Mathematically proficient students apply what they know and are comfortable making assumptions and approximations to simplify a complicated situation, realizing that these may need revision later. They are able to identify important quantities in a practical situation and map their relationships using such tools as diagrams, two-way tables, graphs, flowcharts and formulas. They analyze those relationships mathematically to draw conclusions. They routinely interpret their mathematical results in the context of the situation and reflect on whether the results make sense, possibly improving the model if it has not served its purpose. | G8 M3: Similarity  
G8 M4: Linear Equations  
G8 M6: Linear Functions |
**Process Standards for Mathematics**

**PS.5: Use appropriate tools strategically.**

Mathematically proficient students consider the available tools when solving a mathematical problem. These tools might include pencil and paper, models, a ruler, a protractor, a calculator, a spreadsheet, a computer algebra system, a statistical package, or dynamic geometry software. Mathematically proficient students are sufficiently familiar with tools appropriate for their grade or course to make sound decisions about when each of these tools might be helpful, recognizing both the insight to be gained and their limitations. Mathematically proficient students identify relevant external mathematical resources, such as digital content, and use them to pose or solve problems. They use technological tools to explore and deepen their understanding of concepts and to support the development of learning mathematics. They use technology to contribute to concept development, simulation, representation, reasoning, communication and problem solving.

**Aligned Components of Eureka Math**

Lessons in every module engage students in using appropriate tools strategically as required by this standard. This process standard is analogous to the CCSSM Standards for Mathematical Practice 5, which is specifically addressed in the following modules:

- G8 M3: Similarity
- G8 M4: Linear Equations
- G8 M6: Linear Functions
<table>
<thead>
<tr>
<th>Process Standards for Mathematics</th>
<th>Aligned Components of <em>Eureka Math</em></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PS.6: Attend to precision.</strong></td>
<td>Lessons in every module engage students in attending to precision as required by this standard. This process standard is analogous to the CCSSM Standards for Mathematical Practice 6, which is specifically addressed in the following modules:</td>
</tr>
</tbody>
</table>
| Mathematically proficient students communicate precisely to others. They use clear definitions, including correct mathematical language, in discussion with others and in their own reasoning. They state the meaning of the symbols they choose, including using the equal sign consistently and appropriately. They express solutions clearly and logically by using the appropriate mathematical terms and notation. They specify units of measure and label axes to clarify the correspondence with quantities in a problem. They calculate accurately and efficiently and check the validity of their results in the context of the problem. They express numerical answers with a degree of precision appropriate for the problem context. | G8 M1: Integer Exponents and Scientific Notation  
G8 M2: The Concept of Congruence  
G8 M3: Similarity  
G8 M4: Linear Equations  
G8 M5: Examples of Functions from Geometry  
G8 M6: Linear Functions  
G8 M7: Introduction to Irrational Numbers Using Geometry |
| **PS.7: Look for and make use of structure.** | Lessons in every module engage students in looking for and making use of structure as required by this standard. This process standard is analogous to the CCSSM Standards for Mathematical Practice 7, which is specifically addressed in the following modules: |
| Mathematically proficient students look closely to discern a pattern or structure. They step back for an overview and shift perspective. They recognize and use properties of operations and equality. They organize and classify geometric shapes based on their attributes. They see expressions, equations, and geometric figures as single objects or as being composed of several objects. | G8 M1: Integer Exponents and Scientific Notation  
G8 M4: Linear Equations  
G8 M6: Linear Functions  
G8 M7: Introduction to Irrational Numbers Using Geometry |
### Process Standards for Mathematics

**PS.8: Look for and express regularity in repeated reasoning.**

Mathematically proficient students notice if calculations are repeated and look for general methods and shortcuts. They notice regularity in mathematical problems and their work to create a rule or formula. Mathematically proficient students maintain oversight of the process, while attending to the details as they solve a problem. They continually evaluate the reasonableness of their intermediate results.

### Aligned Components of *Eureka Math*

Lessons in every module engage students in looking for and expressing regularity in repeated reasoning as required by this standard. This process standard is analogous to the CCSSM Standards for Mathematical Practice 8, which is specifically addressed in the following modules:

- G8 M1: Integer Exponents and Scientific Notation
- G8 M3: Similarity
- G8 M5: Examples of Functions from Geometry
- G8 M7: Introduction to Irrational Numbers Using Geometry
<table>
<thead>
<tr>
<th>Domain</th>
<th>Standards for Mathematical Content</th>
<th>Aligned Components of <em>Eureka Math</em></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number Sense</strong></td>
<td><strong>8.NS.1</strong> Give examples of rational and irrational numbers and explain the difference between them. Understand that every number has a decimal equivalent. For rational numbers, show that the decimal equivalent terminates or repeats, and convert a repeating decimal into a rational number.</td>
<td>G8 M7 Topic B: Decimal Expansions of Numbers</td>
</tr>
</tbody>
</table>
|                 | **8.NS.2** Use rational approximations of irrational numbers to compare the size of irrational numbers, plot them approximately on a number line, and estimate the value of expressions involving irrational numbers. | G8 M7 Topic A: Square and Cube Roots        
|                 |                                                                                                    | G8 M7 Lesson 10: Converting Repeating Decimals to Fractions                     
|                 |                                                                                                    | G8 M7 Lesson 11: The Decimal Expansion of Some Irrational Numbers                 
|                 |                                                                                                    | G8 M7 Lesson 13: Comparing Irrational Numbers                                     
<p>|                 |                                                                                                    | G8 M7 Lesson 14: Decimal Expansion of π                                           |
|                 | <strong>8.NS.3</strong> Given a numeric expression with common rational number bases and integer exponents, apply the properties of exponents to generate equivalent expressions. | G8 M1: Integer Exponents and Scientific Notation                                  |</p>
<table>
<thead>
<tr>
<th>Domain</th>
<th>Standards for Mathematical Content</th>
<th>Aligned Components of <em>Eureka Math</em></th>
</tr>
</thead>
</table>
| **8.NS.4** | Use square root symbols to represent solutions to equations of the form $x^2 = p$, where $p$ is a positive rational number. | G8 M7 Lesson 2: Square Roots  
G8 M7 Lesson 5: Solving Equations with Radicals |
| **Computation** |  |  |
| **8.C.1** | Solve real-world problems with rational numbers by using multiple operations. | G7 M2 Lesson 15: Multiplication and Division of Rational Numbers  
G7 M2 Lessons 18–19: Writing, Evaluating, and Finding Equivalent Expressions with Rational Numbers  
G7 M2 Lesson 20: Investments—Performing Operations with Rational Numbers |
<p>| <strong>8.C.2</strong> | Solve real-world and other mathematical problems involving numbers expressed in scientific notation, including problems where both decimal and scientific notation are used. Interpret scientific notation that has been generated by technology, such as a scientific calculator, graphing calculator, or Excel spreadsheet. | G8 M1: Integer Exponents and Scientific Notation |</p>
<table>
<thead>
<tr>
<th>Domain</th>
<th>Standards for Mathematical Content</th>
<th>Aligned Components of <em>Eureka Math</em></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Algebra and Functions</strong></td>
<td>8.AF.1 Solve linear equations and inequalities with rational number coefficients fluently, including those whose solutions require expanding expressions using the distributive property and collecting like terms. Represent real-world problems using linear equations and inequalities in one variable and solve such problems.</td>
<td>G7 M3 Topic B: Solve Problems Using Expressions, Equations, and Inequalities</td>
</tr>
<tr>
<td></td>
<td>8.AF.2 Generate linear equations in one variable with one solution, infinitely many solutions, or no solutions. Justify the classification given.</td>
<td>G8 M4 Topic A: Writing and Solving Linear Equations</td>
</tr>
<tr>
<td></td>
<td>8.AF.3 Understand that a function assigns to each x-value (independent variable) exactly one y-value (dependent variable), and that the graph of a function is the set of ordered pairs (x, y).</td>
<td>G8 M5: Examples of Functions from Geometry</td>
</tr>
<tr>
<td></td>
<td>8.AF.4 Describe qualitatively the functional relationship between two quantities by analyzing a graph (e.g., where the function is increasing or decreasing, linear or nonlinear, has a maximum or minimum value). Sketch a graph that exhibits the qualitative features of a function that has been verbally described.</td>
<td>G8 M6 Topic A: Linear Functions</td>
</tr>
<tr>
<td>Domain</td>
<td>Standards for Mathematical Content</td>
<td>Aligned Components of <em>Eureka Math</em></td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>8.AF.5</td>
<td>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. Describe similarities and differences between linear and nonlinear functions from tables, graphs, verbal descriptions, and equations.</td>
<td>G8 M5: Examples of Functions from Geometry</td>
</tr>
<tr>
<td>8.AF.6</td>
<td>Construct a function to model a linear relationship between two quantities given a verbal description, table of values, or graph. Recognize in $y = mx + b$ that $m$ is the slope (rate of change) and $b$ is the $y$-intercept of the graph, and describe the meaning of each in the context of a problem.</td>
<td>G8 M6 Topic A: Linear Functions</td>
</tr>
<tr>
<td>8.AF.7</td>
<td>Compare properties of two linear functions given in different forms, such as a table of values, equation, verbal description, and graph (e.g., compare a distance-time graph to a distance-time equation to determine which of two moving objects has greater speed).</td>
<td>G8 M5 Lesson 7: Comparing Linear Functions and Graphs</td>
</tr>
<tr>
<td>Domain</td>
<td>Standards for Mathematical Content</td>
<td>Aligned Components of <em>Eureka Math</em></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>8.AF.8</td>
<td>G8 M4 Topic D: Systems of Linear Equations and Their Solutions</td>
</tr>
<tr>
<td></td>
<td>Understand that solutions to a system of two linear equations correspond to points of intersection of their graphs because points of intersection satisfy both equations simultaneously. Approximate the solution of a system of equations by graphing and interpreting the reasonableness of the approximation.</td>
<td>Note: Learning systems of linear equations is extended in Algebra I M1 Topic C.</td>
</tr>
<tr>
<td>Geometry and Measurement</td>
<td>8.GM.1</td>
<td>G7 M6 Topic C: Slicing Solids</td>
</tr>
<tr>
<td></td>
<td>Identify, define, and describe attributes of three-dimensional geometric objects (right rectangular prisms, cylinders, cones, spheres, and pyramids). Explore the effects of slicing these objects using appropriate technology and describe the two-dimensional figure that results.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.GM.2</td>
<td>G8 M5: Examples of Functions from Geometry</td>
</tr>
<tr>
<td></td>
<td>Solve real-world and other mathematical problems involving volume of cones, spheres, and pyramids and surface area of spheres.</td>
<td>Note: Supplemental material is necessary to address surface area of spheres.</td>
</tr>
<tr>
<td></td>
<td>8.GM.3</td>
<td>G8 M2 Topic A: Definitions and Properties of the Basic Rigid Motions</td>
</tr>
<tr>
<td></td>
<td>Verify experimentally the properties of rotations, reflections, and translations, including: lines are mapped to lines, and line segments to line segments of the same length; angles are mapped to angles of the same measure; and parallel lines are mapped to parallel lines.</td>
<td></td>
</tr>
<tr>
<td>Domain</td>
<td>Standards for Mathematical Content</td>
<td>Aligned Components of <em>Eureka Math</em></td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>8.GM.4</td>
<td>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. Describe a sequence that exhibits the congruence between two given congruent figures.</td>
<td>G8 M2: The Concept of Congruence</td>
</tr>
<tr>
<td>8.GM.5</td>
<td>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. Describe a sequence that exhibits the similarity between two given similar figures.</td>
<td>G8 M3 Lesson 3: Examples of Dilations; G8 M3 Topic B: Similar Figures</td>
</tr>
<tr>
<td>8.GM.6</td>
<td>Explore dilations, translations, rotations, and reflections on two-dimensional figures in the coordinate plane.</td>
<td>G8 M3 Topic A: Dilation; G8 M3 Lesson 8: Similarity</td>
</tr>
<tr>
<td>8.GM.7</td>
<td>Use inductive reasoning to explain the Pythagorean relationship.</td>
<td>G8 M2 Topic D: The Pythagorean Theorem; G8 M3 Topic C: The Pythagorean Theorem; G8 M7 Topic C: The Pythagorean Theorem</td>
</tr>
<tr>
<td>Domain</td>
<td>Standards for Mathematical Content</td>
<td>Aligned Components of <em>Eureka Math</em></td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>8.GM.8</td>
<td>G8 M2 Topic D: The Pythagorean Theorem&lt;br&gt;G8 M3 Topic C: The Pythagorean Theorem&lt;br&gt;G8 M4 Topic E: Pythagorean Theorem&lt;br&gt;G8 M7: Introduction to Irrational Numbers Using Geometry</td>
</tr>
<tr>
<td></td>
<td>Apply the Pythagorean Theorem to determine unknown side lengths in right triangles in real-world and other mathematical problems in two dimensions.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.GM.9</td>
<td>G8 M2 Topic D: The Pythagorean Theorem&lt;br&gt;G8 M7 Lesson 17: Distance on the Coordinate Plane</td>
</tr>
<tr>
<td></td>
<td>Apply the Pythagorean Theorem to find the distance between two points in a coordinate plane.</td>
<td></td>
</tr>
<tr>
<td>Data Analysis, Statistics, and Probability</td>
<td>8.DSP.1</td>
<td>G8 M6: Linear Functions</td>
</tr>
<tr>
<td></td>
<td>Construct and interpret scatter plots for bivariate measurement data to investigate patterns of association between two quantitative variables. Describe patterns such as clustering, outliers, positive or negative association, linear association, and nonlinear association.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.DSP.2</td>
<td>G8 M6: Linear Functions</td>
</tr>
<tr>
<td></td>
<td>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 describe the model fit by judging the closeness of the data points to the line.</td>
<td></td>
</tr>
<tr>
<td>Domain</td>
<td>Standards for Mathematical Content</td>
<td>Aligned Components of <em>Eureka Math</em></td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>8.DSP.3</td>
<td>Write and use equations that model linear equations to make predictions, including interpolation and extrapolation, in real-world situations involving bivariate measurement data. Interpret the slope and y-intercept in context.</td>
<td>G8 M6 Topic C: Linear and Nonlinear Models</td>
</tr>
</tbody>
</table>
| 8.DSP.4 | 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. Understand and use appropriate terminology to describe independent, dependent, complementary, and mutually exclusive events. | G7 M5 Lesson 6: Using Tree Diagrams to Represent a Sample Space and to Calculate Probabilities  
G7 M5 Lesson 7: Calculating Probabilities of Compound Events  
G7 M5 Lessons 10–11: Conducting a Simulation to Estimate the Probability of an Event  
*Note: Supplemental material is necessary to incorporate the formal terminology.* |
| 8.DSP.5 | Represent sample spaces and find probabilities of compound events (independent and dependent) using organized lists, tables, and tree diagrams. | G7 M5 Lesson 6: Using Tree Diagrams to Represent a Sample Space and to Calculate Probabilities  
G7 M5 Lesson 7: Calculating Probabilities of Compound Events |
<table>
<thead>
<tr>
<th>Domain</th>
<th>Standards for Mathematical Content</th>
<th>Aligned Components of <em>Eureka Math</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>8.DSP.6</td>
<td>For events with a large number of outcomes, understand the use of the multiplication counting principle. Develop the multiplication counting principle and apply it to situations with a large number of outcomes.</td>
<td>Precalculus and Advanced Topics M5 Topic A: Probability</td>
</tr>
</tbody>
</table>
THEATRE - CREATING

Anchor Standard 1: Generate and conceptualize artistic ideas and work.

Envision/Conceptualize

a. With prompting and support, invent and sustain imaginative characters, settings, and situations that are part of a guided drama experience.

b. With prompting and experience support, contribute ideas in dramatic play or guided drama experiences.

c. Identify physical qualities that might reveal a character's inner traits in the imagined world of a theatrical work.

d. Identify possible solutions to blocking challenges in a theatrical work.

Anchor Standard 2: Organize and develop artistic ideas and work.

Develop

a. With prompting and support, contribute ideas in dramatic play or guided drama experiences.

b. With prompting and support, participate in group decision-making that will enhance and deepen group theatrical work.

c. Make and discuss group decisions and identify responsibilities required to present a theatrical work.

d. Contribute ideas and script and incorporate the ideas of others in preparing or devising theatrical work.

b. Contribute ideas to developing original ideas for a theatrical work that reflect collective inquiry about characters and their interactions.

c. Examine and justify original ideas and artistic choices in a theatrical work and original ideas for a theatrical work.

d. Analyze and apply critical analysis, heightened knowledge, research, and historical and cultural context to the development of original ideas for a theatrical work.

b. Identify potential new ideas and artistic choices that support, and assist in their development.

c. Examine the visual details of original worlds and interpretive stories that support the given circumstances in a theatrical work.

d. Identify solutions to design challenges, or design opportunities in a theatrical work.

b. Compare ideas with peers.

c. Imagine how a character's inner traits in an imagined world of a theatrical work might move to support the given circumstances in a theatrical work.

d. Develop a scripted or improvised character by incorporating the given circumstances in a theatrical work.

b. Use personal experiences and historical contexts with personal experiences to create a character that is believable, authentic, and authentic in a theatrical work.

c. Integrate cultural and historical contexts with personal experiences to create a character that is believable and authentic in a theatrical work.

b. Demonstrate mutual respect for self and others and their roles in preparing or devising theatrical work.

c. Share leadership and responsibilities to develop collaborative goals when preparing or devising theatrical work.

d. Collaborate as a creative team to discover critical ideas and make personal interpretations of a theatrical work.

b. Analyze the role history, culture, and theater traditions play in the process from the inception of an idea to the development of a theatrical work.

c. Recognize and apply critical analysis, heightened knowledge, research, and historical and cultural context to the development of original ideas for a theatrical work.

d. Explore the function of history and culture in the development of an idea through a critical analysis of original ideas in a theatrical work.

b. Identify solutions to design challenges, or design opportunities in a theatrical work.

c. Use personal experiences and historical contexts with personal experiences to create a character that is believable and authentic in a theatrical work.

d. Integrate cultural and historical contexts with personal experiences to create a character that is believable and authentic in a theatrical work.

b. Collaborate as a creative team to discover critical ideas and make personal interpretations of a theatrical work.

c. Share leadership and responsibilities to develop collaborative goals when preparing or devising theatrical work.

d. Collaborate as a creative team to discover critical ideas and make personal interpretations of a theatrical work.

b. Apply basic research to construct ideas about the visual composition of a theatrical work.

c. Synthesize knowledge from a variety of dramatic forms, theatrical techniques, and technologies to create the visual composition of a theatrical work.

d. Investigate historical and cultural conventions and their impact on the visual composition of a theatrical work.

b. Imagine and explore multiple perspectives and solutions to blocking problems in a theatrical work.

c. Use script analysis to informally to an audience.

d. Identify solutions to design challenges, or design opportunities in a theatrical work.

b. Understand and apply technology to design solutions for a theatrical work.

c. Use personal experiences and historical contexts with personal experiences to create a character that is believable and authentic in a theatrical work.

d. Integrate cultural and historical contexts with personal experiences to create a character that is believable and authentic in a theatrical work.

b. Demonstrate mutual respect for self and others and their roles in preparing or devising theatrical work.

c. Share leadership and responsibilities to develop collaborative goals when preparing or devising theatrical work.

d. Collaborate as a creative team to discover critical ideas and make personal interpretations of a theatrical work.

b. Analyze the role history, culture, and theater traditions play in the process from the inception of an idea to the development of a theatrical work.

c. Recognize and apply critical analysis, heightened knowledge, research, and historical and cultural context to the development of original ideas for a theatrical work.

d. Explore the function of history and culture in the development of an idea through a critical analysis of original ideas in a theatrical work.

b. Identify solutions to design challenges, or design opportunities in a theatrical work.

c. Use personal experiences and historical contexts with personal experiences to create a character that is believable and authentic in a theatrical work.

d. Integrate cultural and historical contexts with personal experiences to create a character that is believable and authentic in a theatrical work.

b. Collaborate as a creative team to discover critical ideas and make personal interpretations of a theatrical work.

c. Share leadership and responsibilities to develop collaborative goals when preparing or devising theatrical work.

d. Collaborate as a creative team to discover critical ideas and make personal interpretations of a theatrical work.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rehearse</strong></td>
<td></td>
<td>a. With prompting and support, ask and answer questions in dramatic play or a guided drama experience.</td>
<td>a. Contribute to the adaptation of dialogue in a guided drama experience.</td>
<td>a. Collaborate with peers to revise, refine, and adapt ideas to fit the given parameters of a theatrical work.</td>
<td>a. Review and improve a devised or scripted theatrical work through repetition and self-review.</td>
<td>a. Analyze and critique a devised or scripted theatrical work through self-evaluation.</td>
<td>a. Use imagination and analysis in order to revise devised or scripted theatrical work.</td>
<td>a. Practice and refine a devised or scripted theatrical work through repetition, self-review, and collaborative review.</td>
<td>a. Explore a devised or scripted theatrical work using technical design conventions and simple technology.</td>
<td>a. Synthesize ideas from research, script analysis, and context to create a performance that is authentic, relevant, and relevant in a theatrical work.</td>
<td>a. Articulate and examine choices impacting the believability of a devised or scripted theatrical work.</td>
<td>a. Re-imagine a devised or scripted theatrical work using the rehearsal process to invent or re-imagine style, genre, form, and conventions.</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
</tr>
</tbody>
</table>
## THEATRE - PERFORMING

### Anchor Standard 6: Select, analyze, and interpret artistic work for presentation

#### Enduring Understanding: Theatre artists make strong choices to effectively convey meaning.

**Essential Question(s): Why are strong choices essential to interpreting a drama or theatre piece?**

#### Enduring Understanding: Theatre artists share and present stories, ideas, and envisioned worlds to explore the human experience.

**Essential Question(s): What happens when theatre artists and audiences share a creative experience?**

### Pre-Performance

<table>
<thead>
<tr>
<th>Pre-Performance</th>
<th>TH:Pr6.1.1</th>
<th>TH:Pr6.1.2</th>
<th>TH:Pr6.1.3</th>
<th>TH:Pr6.1.4</th>
<th>TH:Pr6.1.5</th>
<th>TH:Pr6.1.6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HS Proficient</td>
<td>HS Accomplished</td>
<td>HS Advanced</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TH:Pr6.1.1</strong></td>
<td>Select Prepare</td>
<td>support, engage in a guided drama experience.</td>
<td>With prompting and support, identify characters in dramatic play or a guided drama experience.</td>
<td>Describe a story’s character actions and dialogue in a guided drama experience.</td>
<td>Write a dramatic structure to a story and create a theatrical work.</td>
<td>Identify the essential elements in a story or script that make up the dramatic structure in a theatrical work.</td>
</tr>
<tr>
<td><strong>TH:Pr6.1.2</strong></td>
<td>support, engage in a guided drama experience.</td>
<td>With prompting and support, identify characters in dramatic play or a guided drama experience.</td>
<td>Demonstrate the relationship between what you hear and see and what you understand.</td>
<td>Participate in a variety of physical, vocal, and dramatic exercises that can be used in a group setting for a theatrical work.</td>
<td>Practice selected exercises that can be used in a group setting for a theatrical work.</td>
<td>Choose acting exercises that can be applied to a theatrical work.</td>
</tr>
<tr>
<td><strong>TH:Pr6.1.3</strong></td>
<td>With prompting and support, explain and experiment with various technical elements in a guided drama experience.</td>
<td>With prompting and support, identify technical elements that can be used in a guided drama experience.</td>
<td>Identify the basic technical elements that can be used in the theatrical work.</td>
<td>Propose the use of technical elements in a guided drama experience.</td>
<td>Demonstrate the use of technical elements in a theatrical work.</td>
<td>Articulate how technical elements are integrated into a theatrical work.</td>
</tr>
<tr>
<td><strong>TH:Pr6.1.4</strong></td>
<td>With prompting and support, engage in dramatic play or a guided drama experience.</td>
<td>With prompting and support, use movement and dramatic play to create a guided drama experience.</td>
<td>Create a small group theatrical work and share reflections individually and in small groups.</td>
<td>Share small group theatrical work with peers in a guided drama experience.</td>
<td>Participate in a theatrical work and present it informally to an audience.</td>
<td>Participate in a theatrical work and present it informally to an audience.</td>
</tr>
<tr>
<td><strong>TH:Pr6.1.5</strong></td>
<td>With prompting and support, identify characters in dramatic play or a guided drama experience.</td>
<td>With prompting and support, use movement and dramatic play to create a guided drama experience.</td>
<td>Create a small group theatrical work and share reflections individually and in small groups.</td>
<td>Share small group theatrical work with peers in a guided drama experience.</td>
<td>Participate in a theatrical work and present it informally to an audience.</td>
<td>Participate in a theatrical work that will be shared with an audience.</td>
</tr>
<tr>
<td><strong>TH:Pr6.1.6</strong></td>
<td>With prompting and support, identify characters in dramatic play or a guided drama experience.</td>
<td>With prompting and support, use movement and dramatic play to create a guided drama experience.</td>
<td>Create a small group theatrical work and share reflections individually and in small groups.</td>
<td>Share small group theatrical work with peers in a guided drama experience.</td>
<td>Participate in a theatrical work and present it informally to an audience.</td>
<td>Participate in a theatrical work that will be shared with an audience.</td>
</tr>
</tbody>
</table>
**THEATRE - RESPONDING**

<table>
<thead>
<tr>
<th>Reflect</th>
<th>Interpret</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. With prompting and support, recall an emotional response to a guided drama experience.</td>
<td>a. With prompting and support, explore personal reactions to characters in a guided drama experience.</td>
</tr>
<tr>
<td>b. Recall an emotional reaction to a character in a guided drama experience.</td>
<td>b. Identify causes of character actions in a guided drama experience.</td>
</tr>
<tr>
<td>c. Identify personal and peer reactions to a character in a guided drama experience.</td>
<td>c. Explain how personal and peer reactions to a character in a guided drama experience are influenced by personal experiences and aesthetics.</td>
</tr>
</tbody>
</table>

**Enduring Understanding:** Theatre artists reflect to understand the impact of drama processes and theatre experiences. Essential Question(s): How do theatre artists comprehend the essence of drama processes and theatre experiences? Anchor Standard 7: Perceive and analyze artistic work. 

- Identify personal and peer reactions to a character in a guided drama experience.
- Explain how personal and peer reactions to a character in a guided drama experience are influenced by personal experiences and aesthetics.
- Develop detailed supporting evidence and appropriate criteria to revise personal work and interpret the work of others when participating in or observing a theatrical work.
- Use new understandings of cultures and contexts to shape personal responses to theatrical work.
## THEATRE - CONNECTING

### Anchor Standard 10: Synthesize and relate knowledge and personal experiences to make art.

**Essential Question(s):** What happens when theatre artists foster understanding between self and others through critical awareness, social responsibility, and the exploration of empathy?

<table>
<thead>
<tr>
<th>Enduring Understanding</th>
<th>Key</th>
<th>Essential Question(s)</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatre artists critically inquire into the ways others have thought about and created drama. How do these ideas and choices impact a theatrical work?</td>
<td>TH:Cn10.1.</td>
<td>What happens when theatre artists allow awareness of interrelationships between self and others to inform their work?</td>
<td>TH:Cn10.1.1.</td>
<td>TH:Cn10.1.2.</td>
<td>TH:Cn10.1.I.</td>
</tr>
<tr>
<td>Content areas in a guided drama experience.</td>
<td>TH:Cn10.1.I.</td>
<td>How can theatre artists apply and expand their understanding of a theatrical work to better understand performance and design choices in a theatrical work?</td>
<td>TH:Cn10.1.1.</td>
<td>TH:Cn10.1.2.</td>
<td>TH:Cn10.1.I.</td>
</tr>
<tr>
<td><strong>Interlaced</strong></td>
<td>TH:Cn10.1.II.</td>
<td>How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?</td>
<td>TH:Cn10.1.1.</td>
<td>TH:Cn10.1.2.</td>
<td>TH:Cn10.1.II.</td>
</tr>
<tr>
<td>Theatre artists apply and expand their understanding of a theatrical work to better understand performance and design choices in a theatrical work.</td>
<td>TH:Cn10.1.III.</td>
<td>How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?</td>
<td>TH:Cn10.1.1.</td>
<td>TH:Cn10.1.2.</td>
<td>TH:Cn10.1.III.</td>
</tr>
</tbody>
</table>

### Anchor Standard 11: Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding

**Essential Question(s):** What happens when theatre artists allow understanding of themselves and the world to inform perceptions about theatre and the purpose of their work?

<table>
<thead>
<tr>
<th>Enduring Understanding</th>
<th>Key</th>
<th>Essential Question(s)</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatre artists allow awareness of interrelationships between self and others to influence and inform their work.</td>
<td>TH:Cn11.1.</td>
<td>How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?</td>
<td>TH:Cn11.1.1.</td>
<td>TH:Cn11.1.2.</td>
<td>TH:Cn11.1.I.</td>
</tr>
<tr>
<td>Content areas in a guided drama experience.</td>
<td>TH:Cn11.1.I.</td>
<td>How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?</td>
<td>TH:Cn11.1.1.</td>
<td>TH:Cn11.1.2.</td>
<td>TH:Cn11.1.II.</td>
</tr>
<tr>
<td><strong>Interlaced</strong></td>
<td>TH:Cn11.1.II.</td>
<td>How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?</td>
<td>TH:Cn11.1.1.</td>
<td>TH:Cn11.1.2.</td>
<td>TH:Cn11.1.III.</td>
</tr>
<tr>
<td>Theatre artists allow awareness of interrelationships between self and others to influence and inform their work.</td>
<td>TH:Cn11.1.III.</td>
<td>How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?</td>
<td>TH:Cn11.1.1.</td>
<td>TH:Cn11.1.2.</td>
<td>TH:Cn11.1.III.</td>
</tr>
</tbody>
</table>

### Anchor Standard 12: Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding

**Essential Question(s):** How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?

<table>
<thead>
<tr>
<th>Enduring Understanding</th>
<th>Key</th>
<th>Essential Question(s)</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theatre artists allow awareness of interrelationships between self and others to influence and inform their work.</td>
<td>TH:Cn12.1.</td>
<td>How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?</td>
<td>TH:Cn12.1.1.</td>
<td>TH:Cn12.1.2.</td>
<td>TH:Cn12.1.I.</td>
</tr>
<tr>
<td>Content areas in a guided drama experience.</td>
<td>TH:Cn12.1.I.</td>
<td>How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?</td>
<td>TH:Cn12.1.1.</td>
<td>TH:Cn12.1.2.</td>
<td>TH:Cn12.1.II.</td>
</tr>
<tr>
<td><strong>Interlaced</strong></td>
<td>TH:Cn12.1.II.</td>
<td>How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?</td>
<td>TH:Cn12.1.1.</td>
<td>TH:Cn12.1.2.</td>
<td>TH:Cn12.1.III.</td>
</tr>
<tr>
<td>Theatre artists allow awareness of interrelationships between self and others to influence and inform their work.</td>
<td>TH:Cn12.1.III.</td>
<td>How can content areas in a guided drama experience contribute to a deeper understanding of a theatrical work?</td>
<td>TH:Cn12.1.1.</td>
<td>TH:Cn12.1.2.</td>
<td>TH:Cn12.1.III.</td>
</tr>
</tbody>
</table>

---


Rights Administered by the State Education Agency/State Department of Education (State), DC, www.coreartsstandards.org all rights reserved.
### VISUAL ARTS - Creating

**Anchor Standard 1: Generate and conceptualize artistic ideas and work.**

**Enduring Understanding:** Creativity and innovative thinking are essential life skills that can be developed.

**Essential Question(s):** What conditions, attitudes, and behaviors support creativity and innovative thinking? What factors prevent or encourage people to take creative risks? How does collaboration expand the creative process?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Cr1.1.PKa</td>
<td>VA:Cr1.1.Ka</td>
<td>VA:Cr1.1.1a</td>
<td>VA:Cr1.1.2a</td>
<td>VA:Cr1.1.3a</td>
<td>VA:Cr1.1.4a</td>
<td>VA:Cr1.1.5a</td>
<td>VA:Cr1.1.6a</td>
<td>VA:Cr1.1.7a</td>
<td>VA:Cr1.1.8a</td>
<td>VA:Cr1.1.Ia</td>
<td>VA:Cr1.1.IIa</td>
<td>VA:Cr1.1.IIIa</td>
</tr>
</tbody>
</table>

#### Enduring Understanding: Artists and designers shape artistic investigations, following or breaking with traditions in pursuit of creative artmaking goals.

**Essential Question(s):** How does knowing the contexts, histories, and traditions of art forms help us create works of art and design? Why do artists follow or break from established traditions? How do artists determine what resources and criteria are needed to formulate artistic investigations?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Cr1.2.PKa</td>
<td>VA:Cr1.2.Ka</td>
<td>VA:Cr1.2.1a</td>
<td>VA:Cr1.2.2a</td>
<td>VA:Cr1.2.3a</td>
<td>VA:Cr1.2.4a</td>
<td>VA:Cr1.2.5a</td>
<td>VA:Cr1.2.6a</td>
<td>VA:Cr1.2.7a</td>
<td>VA:Cr1.2.8a</td>
<td>VA:Cr1.2.Ia</td>
<td>VA:Cr1.2.IIa</td>
<td>VA:Cr1.2.IIIa</td>
</tr>
</tbody>
</table>

#### Investigate - Plan - Make

**Enduring Understanding: Artists and designers shape artistic investigations, following or breaking with traditions in pursuit of creative artmaking goals.**

**Essential Question(s):** How does knowing the contexts, histories, and traditions of art forms help us create works of art and design? Why do artists follow or break from established traditions? How do artists determine what resources and criteria are needed to formulate artistic investigations?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Cr1.2.PKa</td>
<td>VA:Cr1.2.Ka</td>
<td>VA:Cr1.2.1a</td>
<td>VA:Cr1.2.2a</td>
<td>VA:Cr1.2.3a</td>
<td>VA:Cr1.2.4a</td>
<td>VA:Cr1.2.5a</td>
<td>VA:Cr1.2.6a</td>
<td>VA:Cr1.2.7a</td>
<td>VA:Cr1.2.8a</td>
<td>VA:Cr1.2.Ia</td>
<td>VA:Cr1.2.IIa</td>
<td>VA:Cr1.2.IIIa</td>
</tr>
</tbody>
</table>
Essential Question(s): How do artists and designers care for and maintain materials, tools, and equipment? Why is it important for safety and health to understand and follow correct procedures in handling materials, tools, and equipment?

Enduring Understanding: Artists and designers balance experimentation and safety, freedom and responsibility while developing and creating artworks.

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Cr2.2.PKa</td>
<td>VA:Cr2.1.Ka</td>
<td>VA:Cr2.1.1a</td>
<td>VA:Cr2.1.2a</td>
<td>VA:Cr2.1.3a</td>
<td>VA:Cr2.1.4a</td>
<td>VA:Cr2.1.5a</td>
<td>VA:Cr2.1.6a</td>
<td>VA:Cr2.1.7a</td>
<td>VA:Cr2.1.8a</td>
<td>VA:Cr2.1.Ia</td>
<td>VA:Cr2.1.IIa</td>
<td>VA:Cr2.1.IIIa</td>
</tr>
</tbody>
</table>

Enduring Understanding: Artists and designers balance experimentation and safety, freedom and responsibility while developing and creating artworks.

Essential Question(s): How do artists and designers care for and maintain materials, tools, and equipment? Why is it important for safety and health to understand and follow correct procedures in handling materials, tools, and equipment? What responsibilities come with the freedom to create?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Cr2.2.Ka</td>
<td>VA:Cr2.2.1a</td>
<td>VA:Cr2.2.2a</td>
<td>VA:Cr2.2.3a</td>
<td>VA:Cr2.2.4a</td>
<td>VA:Cr2.2.5a</td>
<td>VA:Cr2.2.6a</td>
<td>VA:Cr2.2.7a</td>
<td>VA:Cr2.2.8a</td>
<td>VA:Cr2.2.Ia</td>
<td>VA:Cr2.2.IIa</td>
<td>VA:Cr2.2.IIIa</td>
<td></td>
</tr>
</tbody>
</table>
### Reflect - Refine - Continue

**Enduring Understanding:** People create and interact with objects, places, and design that define, shape, enhance, and empower their lives.

**Essential Question(s):** How do objects, places, and design shape lives and communities? How do artists grow and become accomplished in art forms? How does collaboratively reflecting on a work help us experience it more completely?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Cr3.1.PKa</td>
<td>VA:Cr2.3.1a</td>
<td>VA:Cr2.3.2a</td>
<td>VA:Cr2.3.5a</td>
<td>VA:Cr2.3.6a</td>
<td>VA:Cr2.3.7a</td>
<td>VA:Cr2.3.8a</td>
<td>VA:Cr3.1.Ia</td>
<td>VA:Cr3.1.Ila</td>
<td>VA:Cr3.1.IIIa</td>
<td>VA:Cr3.1.IIIla</td>
<td></td>
</tr>
</tbody>
</table>

- **Create and tell about art that communicates a story about a familiar place or object.**

  - Create art that represents natural and constructed environments.
  - Identify and classify uses of everyday objects through drawings, diagrams, sculptures, or other visual means.
  - Individually or collaboratively construct representations, diagrams, or maps of places that are part of everyday life.
  - Document, describe, and visually document places and/or objects of personal significance.

- **Enduring Understanding:** Artists and designers develop excellence through practice and constructive critique, reflecting on, revising, and refining work over time.

- **Anchor Standard 3: Refine and complete artistic work.**

  - **Enduring Understanding:** Artist and designers develop excellence through practice and constructive critique, reflecting on, revising, and refining work over time.
  - **Essential Question(s):** How do objects, places, and design shape lives and communities? How do artists grow and become accomplished in art forms? How does collaboratively reflecting on a work help us experience it more completely?

- **Share and talk about personal artwork.**

  - Explain the process of making art while creating.
  - Use art vocabulary to describe choices while creating.
  - Discuss and reflect with peers about choices made in creating artwork.
  - Elaborate visual information by adding details in an artwork to enhance emerging meaning.
  - Revise artwork in progress on the basis of insights gained through peer discussion.

- **Reflect on and explain important information about personal artwork in an artist statement or another format.**

  - Create artist statements using art vocabulary to describe personal choices in art-making.
  - Reflect on whether personal artwork conveys the intended meaning and revise accordingly.

- **Engage in constructive critique with peers, then reflect on, re-engage, revise, and refine works of art and design in response to personal artistic vision.**

  - Apply relevant criteria from traditional and/or contemporary cultural contexts to examine, reflect on, and plan revisions for works of art and design in progress.
  - Collaborate on a plan for an installation, artwork, art show, or space design that transforms the perception and experience of a particular place.
  - Collaborate on a plan for an installation, artwork, art show, or space design that transforms the perception and experience of a particular place.

- **Reflect on, re-engage, revise, and refine works of art or design considering relevant traditional and contemporary criteria as well as personal artistic vision.**

  - Demonstrate in works of art or design how visual and material culture defines, shapes, enhances, inhibits, and/or empowers people's lives.
## VISUAL ARTS - Presenting

### Anchor Standard 4: Select, analyze, and interpret artistic work for presentation.

**Enduring Understanding:** Artists and other presenters consider various techniques, methods, venues, and criteria when analyzing, selecting, and curating objects, artifacts, and artworks for preservation and presentation.

**Essential Question(s):** How are artworks cared for and by whom? What criteria, methods, and processes are used to select work for preservation or presentation? Why do people value objects, artifacts, and artworks, and select them for presentation?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Pr4.1.Ka</td>
<td>VA:Pr4.1.1a</td>
<td>VA:Pr4.1.2a</td>
<td>VA:Pr4.1.3a</td>
<td>VA:Pr4.1.4a</td>
<td>VA:Pr4.1.5a</td>
<td>VA:Pr4.1.6a</td>
<td>VA:Pr4.1.7a</td>
<td>VA:Pr4.1.8a</td>
<td>VA:Pr4.1.1a</td>
<td>VA:Pr4.1.1a</td>
<td>VA:Pr4.1.1a</td>
<td>VA:Pr4.1.1a</td>
</tr>
</tbody>
</table>

#### Select

- Identify reasons for saving and displaying objects, artifacts, and artwork.

- Select art objects for personal portfolio and display, explaining why they were chosen.

- Explain why some objects, artifacts, and artwork are valued over others.

- Categorize artwork based on a theme or concept for an exhibit.

- Investigate and discuss possibilities and limitations of spaces, including electronic, for exhibiting artwork.

- Analyze how past, present, and emerging technologies have impacted the preservation and presentation of artwork.

- Define the roles and responsibilities of a curator, explaining the skills and knowledge needed in preserving, maintaining, and presenting objects, artifacts, and artwork.

- Analyze similarities and differences associated with preserving and presenting two-dimensional, three-dimensional, and/or digital artwork.

- Compare and contrast how technologies have changed the way artwork is preserved, presented, and experienced.

- Develop and apply criteria for evaluating a collection of artwork for presentation.

- Analyze, select, and curate artifacts and/or artwork for presentation and preservation.

- Analyze, select, and critique personal artwork for a collection or portfolio presentation.

- Critique, justify, and present choices in the process of analyzing, selecting, curating, and presenting artwork for a specific exhibit or event.

### Anchor Standard 5: Develop and refine artistic techniques and work for presentation.

**Enduring Understanding:** Artists, curators and others consider a variety of factors and methods including evolving technologies when preparing and refining artwork for display and or when deciding if and how to preserve and protect it.

**Essential Question(s):** What methods and processes are considered when preparing artwork for presentation or preservation? How does refining artwork affect its meaning to the viewer? What criteria are considered when selecting work for presentation, a portfolio, or a collection?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Pr5.1.Ka</td>
<td>VA:Pr5.1.1a</td>
<td>VA:Pr5.1.2a</td>
<td>VA:Pr5.1.3a</td>
<td>VA:Pr5.1.4a</td>
<td>VA:Pr5.1.5a</td>
<td>VA:Pr5.1.6a</td>
<td>VA:Pr5.1.7a</td>
<td>VA:Pr5.1.8a</td>
<td>VA:Pr5.1.1a</td>
<td>VA:Pr5.1.1a</td>
<td>VA:Pr5.1.1a</td>
<td>VA:Pr5.1.1a</td>
</tr>
</tbody>
</table>

#### Analyze

- Identify places where art may be displayed or saved.

- Explain the purpose of a portfolio or collection.

- Ask and answer questions such as where, when, why, and how artwork should be prepared for presentation or preservation.

- Distinguish between different materials or artistic techniques for preparing artwork for presentation.

- Identify exhibit space and prepare works of art including artists’ statements, for presentation.

- Analyze the various considerations for presenting and protecting art in various locations, indoor or outdoor settings, in temporary or permanent forms, and in physical and/or digital formats.

- Analyze the various considerations for presenting and protecting art in various locations, indoor or outdoor settings, in temporary or permanent forms, and in physical and/or digital formats.

- Develop a logical argument for safe and effective use of materials and techniques for preparing and presenting artwork.

- Individually or collaboratively, develop a visual plan for displaying works of art, analyzing exhibit space, the needs of the viewer, and the layout of the exhibit.

- Based on criteria, analyze and evaluate methods for preparing and presenting art.

- Collaboratively prepare and present selected theme-based artwork for display, and formulate exhibition narratives for the viewer.

- Analyze and evaluate the reasons and ways an exhibition is presented.

- Evaluate, select, and apply methods or processes appropriate to display artwork in a specific place.

- Investigate, compare, and contrast methods for preserving and protecting art.
**Anchor Standard 6: Convey meaning through the presentation of artistic work.**

**Enduring Understanding:** Objects, artifacts, and artworks collected, preserved, or presented either by artists, museums, or other venues communicate meaning and a record of social, cultural, and political experiences resulting in the cultivating of appreciation and understanding.

**Essential Question(s):** What is an art museum? How does the presenting and sharing of objects, artifacts, and artworks influence and shape ideas, beliefs, and experiences? How do objects, artifacts, and artworks collected, preserved, or presented, cultivate appreciation and understanding?

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Share</strong></td>
<td>Identify where art is displayed both inside and outside of school.</td>
<td>Explain what an art museum is and distinguish how an art museum is different from other buildings.</td>
<td>Identify the roles and responsibilities of people who work in and visit museums and other art venues.</td>
<td>Analyze how art exhibited inside and outside of schools (such as in museums, galleries, virtual spaces, and other venues) contributes to communities.</td>
<td>Identify and explain how and where different cultures record and illustrate stories and history of life through art.</td>
<td>Compare and contrast purposes of art museums, art galleries, and other venues, as well as the types of personal experiences they provide.</td>
<td>Cite evidence about how an exhibition in a museum or other venue presents ideas and provides information about a specific concept or topic.</td>
<td>Assess, explain, and provide evidence of how museums or other venues reflect history and values of a community.</td>
<td>Compare and contrast viewing and experiencing collections and exhibitions.</td>
<td>Analyze why and how an exhibition or collection may influence ideas, beliefs, and experiences.</td>
<td>Analyze and describe the impact that an exhibition or collection has on personal awareness of social, cultural, and/or political beliefs and understandings.</td>
<td>Make, explain, and justify connections between artists or artwork and social, cultural, and/or political history.</td>
<td>Curate a collection of objects, artifacts, or artwork to impact the viewer’s understanding of social, cultural, and/or political experiences.</td>
</tr>
<tr>
<td><strong>Analyze</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**VISUAL ARTS - Responding**

**Anchor Standard 7: Perceive and analyze artistic work**

**Enduring Understanding:** Individual aesthetic and empathetic awareness developed through engagement with art can lead to understanding and appreciation of self, others, the natural world, and constructed environments.

**Essential Question(s):** How do life experiences influence the way you relate to art? How does learning about art impact how we perceive the world? What can we learn from our responses to art?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Re.7.1.Pk</td>
<td>VA:Re.7.1.Ka</td>
<td>VA:Re.7.1.1a</td>
<td>VA:Re.7.1.2a</td>
<td>VA:Re.7.1.3a</td>
<td>VA:Re.7.1.4a</td>
<td>VA:Re.7.1.5a</td>
<td>VA:Re.7.1.6a</td>
<td>VA:Re.7.1.7a</td>
<td>VA:Re.7.1.8a</td>
<td>VA:Re.7.1.Ia</td>
<td>VA:Re.7.1.IIa</td>
<td>VA:Re.7.1.IIIa</td>
</tr>
</tbody>
</table>

**Recognize art in one’s environment.**

- Identify uses of art within one’s personal environment.
- Select and describe works of art that illustrate daily life experiences.
- Perceive and describe aesthetic characteristics of one’s natural world and constructed environments.
- Speculate about processes an artist uses to create a work of art.
- Compare responses to a work of art before and after working in similar media.
- Compare one’s own interpretation of a work of art with the interpretation of others.
- Identify and interpret works of art or design that reveal how people live around the world and what they value.
- Explain how a person’s aesthetic choices are influenced by culture and/or environment and impact the visual image that one conveys to others.
- Hypothesize ways in which art influences perception and understanding of human experiences.
- Recognize and describe personal aesthetic and empathetic responses to the natural world and constructed environments.
- Analyze how responses to art develop over time based on knowledge of and experience with art and life.

**Enduring Understanding:** Visual imagery influences understanding of and responses to the world.

**Essential Question(s):** What is an image? Where and how do we encounter images in our world? How do images influence our views of the world?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Re.7.2.Pk</td>
<td>VA:Re.7.2.Ka</td>
<td>VA:Re.7.2.1a</td>
<td>VA:Re.7.2.2a</td>
<td>VA:Re.7.2.3a</td>
<td>VA:Re.7.2.4a</td>
<td>VA:Re.7.2.5a</td>
<td>VA:Re.7.2.6a</td>
<td>VA:Re.7.2.7a</td>
<td>VA:Re.7.2.8a</td>
<td>VA:Re.7.2.Ia</td>
<td>VA:Re.7.2.IIa</td>
<td>VA:Re.7.2.IIIa</td>
</tr>
</tbody>
</table>

**Distinguish between images and real objects.**

- Describe what an image represents.
- Compare images that represent the same subject.
- Categorize images based on expressive properties.
- Determine messages communicated by an image.
- Analyze components in visual imagery that convey messages.
- Analyze ways that visual components and cultural associations suggested by images influence ideas, emotions, and actions.
- Compare and contrast contexts and media in which viewers encounter images that influence ideas, emotions, and actions.
- Analyze how one’s understanding of the world is affected by experiencing visual imagery.
- Evaluate the effectiveness of an image or images to influence ideas, feelings, and behaviors of specific audiences.
- Determine the commonalities within a group of artists or visual images attributed to a particular type of art, timeframe, or culture.
## Anchor Standard 8: Interpret intent and meaning in artistic work.

**Enduring Understanding:** People gain insights into meanings of artworks by engaging in the process of art criticism.

**Essential Question(s):** What is the value of engaging in the process of art criticism? How can the viewer "read" a work of art as text? How does knowing and using visual art vocabularies help us understand and interpret works of art?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Re8.1.Pk</td>
<td>VA:Re8.1.Ka</td>
<td>VA:Re8.1.1a</td>
<td>VA:Re8.1.2a</td>
<td>VA:Re8.1.3a</td>
<td>VA:Re8.1.4a</td>
<td>VA:Re8.1.5a</td>
<td>VA:Re8.1.6a</td>
<td>VA:Re8.1.7a</td>
<td>VA:Re8.1.8a</td>
<td>VA:Re8.1.1a</td>
<td>VA:Re8.1.1a</td>
<td>VA:Re8.1.1a</td>
</tr>
<tr>
<td>Interpret art by identifying and describing subject matter. Interpret art by identifying subject matter and describing relevant details. Interpret art by categorizing subject matter and identifying the characteristics of form. Interpret art by identifying the mood suggested by a work of art and describing relevant subject matter and characteristics of form. Interpret art by referring to contextual information and analyzing relevant subject matter, characteristics of form, and mood. Interpret art by analyzing characteristics of form and mood. Interpret art by analyzing characteristics of form and structure, contextual information, subject matter, visual elements, and use of media to identify ideas and mood conveyed. Interpret art by analyzing art-making approaches, the characteristics of form and structure, and use of media to identify ideas and mood conveyed. Interpret art by analyzing the interaction of subject matter, characteristics of form and structure, use of media, art-making approaches, and relevant contextual information contributes to understanding messages or ideas and mood conveyed.</td>
<td>Interpret art by analyzing characteristics of form and structure, contextual information, subject matter, visual elements, and use of media to identify ideas and mood conveyed.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Analyze differing interpretations of an artwork or collection of works in order to select and defend a plausible critical analysis.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Anchor Standard 9: Apply criteria to evaluate artistic work.

**Enduring Understanding:** People evaluate art based on various criteria.

**Essential Question(s):** How does one determine criteria to evaluate a work of art? How and why might criteria vary? How is a personal preference different from an evaluation?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Re8.1.Pk</td>
<td>VA:Re8.1.Ka</td>
<td>VA:Re8.1.1a</td>
<td>VA:Re8.1.2a</td>
<td>VA:Re8.1.3a</td>
<td>VA:Re8.1.4a</td>
<td>VA:Re8.1.5a</td>
<td>VA:Re8.1.6a</td>
<td>VA:Re8.1.7a</td>
<td>VA:Re8.1.8a</td>
<td>VA:Re8.1.1a</td>
<td>VA:Re8.1.1a</td>
<td>VA:Re8.1.1a</td>
</tr>
<tr>
<td>Select a preferred artwork. Explain reasons for selecting a preferred artwork. Classify artwork based on different reasons for preferences. Use learned art vocabulary to express preferences about artwork. Evaluate an artwork based on given criteria. Apply one set of criteria to evaluate more than one work of art. Appraise the impact of an artist or a group of artists on the beliefs, values, and behaviors of a society. Develop and apply relevant criteria to evaluate a work of art. Compare and explain the difference between an evaluation of an artwork based on personal criteria and an evaluation of an artwork based on a set of established criteria. Create a convincing and logical argument to support an evaluation of art. Establish relevant criteria in order to evaluate a work of art or collection of works. Determine the relevance of criteria used by others to evaluate a work of art or collection of works. Construct evaluations of a work of art or collection of works based on differing sets of criteria.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Enduring Understanding:** People develop ideas and understandings of society, culture, and history through their interactions with and analysis of art.

**Anchor Standard 10:** Synthesize and relate knowledge and personal experiences to make art.

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>VA:Cn10.1.P</td>
<td>VA:Cn10.1.Ka</td>
<td>VA:Cn10.1.1a</td>
<td>VA:Cn10.1.2a</td>
<td>VA:Cn10.1.3a</td>
<td>VA:Cn10.1.4a</td>
<td>VA:Cn10.1.5a</td>
<td>VA:Cn10.1.6a</td>
<td>VA:Cn10.1.7a</td>
<td>VA:Cn10.1.8a</td>
<td>VA:Cn10.1.Ia</td>
<td>VA:Cn10.1.IIa</td>
<td>VA:Cn10.1.IIIa</td>
</tr>
</tbody>
</table>

**Synthesize**

- Explore the world using descriptive and expressive words and art-making.
- Create art that tells a story about a life experience. Identify times, places, and reasons by which students make art outside of school.
- Create works of art about events in home, school, or community life. Develop a work of art based on observations of surroundings.
- Create works of art that reflect community and/or cultural traditions. Apply formal and conceptual vocabularies of art and design to view surroundings in new ways through art-making.
- Generate a collection of ideas reflecting current interests and concerns that could be investigated in art-making. Individually or collaboratively create visual documentation of places and times in which people gather to make and experience art or design in the community.
- Make art collaboratively to reflect on and reinforce positive aspects of group identity. Document the process of developing ideas from early stages to fully elaborated ideas.
- Utilize inquiry methods of observation, research, and experimentation to explore unfamiliar subjects through art-making. Synthesize knowledge of social, cultural, historical, and personal life with art-making approaches to create meaningful works of art or design.

**Anchor Standard 11:** Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding.

**Enduring Understanding:** People develop ideas and understandings of society, culture, and history through their interactions with and analysis of art.

**Essential Question(s):** How does art help us understand the lives of people of different times, places, and cultures? How is art used to impact the views of a society? How does art preserve aspects of life?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
</table>

**Relate**

- Recognize that people make art. Identify a purpose of an artwork. Understand that people from different places and times have made art for a variety of reasons.
- Compare and contrast cultural uses of artwork from different times and places. Recognize that responses to art change depending on knowledge of the time and place in which it was made.
- Through observation, infer information about time, place, and culture in which a work of art was created. Identify how art is used to inform or change beliefs, values, or behaviors of an individual or society.
- Analyze how art reflects changing times, traditions, resources, and cultural uses. Analyze how response to art is influenced by understanding the time and place in which it was created, the available resources, and cultural uses.
- Analyze different ways art is used to represent, establish, reinforce, and reflect group identity. Distinguish how knowledge of culture, traditions, and history may influence personal responses to art.
- Compare uses of art in a variety of social, cultural, and historical contexts and make connections to uses of art in contemporary and local contexts. Appraise the impact of an artist or a group of artists on the beliefs, values, and behaviors of a society.
**Anchor Standard 1**: Generate and conceptualize artistic ideas and work.

**Enduring Understanding**: Choreographers use a variety of sources as inspiration and transform concepts and ideas into movement for artistic expression.

**Essential Question(s)**: Where do choreographers get ideas for dances?

**Anchor Standard 1**: Generate and conceptualize artistic ideas and work.

**Enduring Understanding**: Choreographers use a variety of sources as inspiration and transform concepts and ideas into movement for artistic expression.

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Explore</strong></td>
<td><strong>DA:Cr1.1.I</strong></td>
<td><strong>DA:Cr1.1.II</strong></td>
<td><strong>DA:Cr1.1.III</strong></td>
<td><strong>DA:Cr1.1.IV</strong></td>
<td><strong>DA:Cr1.1.V</strong></td>
<td><strong>DA:Cr1.1.VI</strong></td>
<td><strong>DA:Cr1.1.VII</strong></td>
<td><strong>DA:Cr1.1.VIII</strong></td>
<td><strong>DA:Cr1.1.IX</strong></td>
<td><strong>DA:Cr1.1.X</strong></td>
<td><strong>DA:Cr1.1.XI</strong></td>
<td><strong>DA:Cr1.1.XII</strong></td>
</tr>
<tr>
<td>1. Respond in movement to a variety of sensory stimuli (for example, music/sound, visual, tactile) using different body parts and the whole body.</td>
<td>a. Respond in movement to a variety of sensory stimuli (for example, music/sound, text, objects, images, symbols, observed dance) using different body parts and the whole body.</td>
<td>a. Explore movement inspired by a variety of stimuli (for example, music/sound, text, objects, images, symbols, observed dance, experiences) using various body parts. Identify the source.</td>
<td>a. Explore movement inspired by a variety of stimuli (for example, music/sound, text, objects, images, symbols, observed dance, experiences) using various body parts. Identify the source.</td>
<td>a. Identify ideas for choreography generated from a variety of stimuli.</td>
<td>a. Develop movement sequences that reflect similar or contrasting ideas generated from a variety of stimuli (for example, music, observed dance, literary forms, notation, natural phenomena, personal experience/recall, current news or social events) and using choreographic principles.</td>
<td>a. Develop choreographed dance and dance studies in response to a variety of stimuli (for example, music, observed dance, literary forms, notation, natural phenomena, personal experience/recall, current news or social events).</td>
<td>a. Respond in movement with a variety of self-identified stimuli for movement.</td>
<td>a. Build content for choreography, including a storyline, using a variety of stimuli.</td>
<td>a. Utilize expanded movement vocabulary and skills to choreograph dance sequences that respond to a variety of stimuli (for example, music, observed dance, literary forms, notation, natural phenomena, personal experience/recall, current news or social events) and using choreographic principles.</td>
<td>a. Explore a variety of stimuli and movement vocabulary, and incorporate the relationship between the stimuli and choreographed dances.</td>
<td>a. Synthesize content generated from a variety of stimuli. Experiment and take risks to discover a personal voice to create, present, and explain artistic intent.</td>
<td>a. Synthesize content generated from a variety of stimuli. Experiment and take risks to discover a personal voice to create, present, and explain artistic intent.</td>
</tr>
<tr>
<td>2. Explore different ways to do basic locomotor and non-locomotor movements while exploring the elements of dance.</td>
<td>a. Explore a variety of locomotor and non-locomotor movements by manipulating various elements of dance.</td>
<td>a. Explore a variety of locomotor and non-locomotor movements by experimenting with and varying the elements of dance.</td>
<td>b. Develop a given movement problem in small groups. Select and demonstrate a variety of solutions.</td>
<td>b. Develop a movement problem in small groups. Select and demonstrate a variety of solutions.</td>
<td>b. Develop movement problem using movement vocabulary from a variety of dance styles and traditions, and incorporating the elements of movement.</td>
<td>b. Develop a solution to a movement problem using a variety of movement vocabularies and choosing artistic elements to utilize in the solution.</td>
<td>b. Develop movement vocabulary and skills to choreograph dance sequences that respond to a variety of stimuli (for example, music, observed dance, literary forms, notation, natural phenomena, personal experience/recall, current news or social events).</td>
<td>b. Create an original dance study or dance utilizing the elements of movement, artistic elements, and a variety of movement vocabularies to clearly communicate ideas, stories, or feelings.</td>
<td>b. Develop choreographed dance and dance studies in response to a variety of stimuli (for example, music, observed dance, literary forms, notation, natural phenomena, personal experience/recall, current news or social events).</td>
<td>b. Apply personal movement preferences and strengths with the movement vocabulary of several dance studies or genres to choreograph an original dance study or dance. Communicate an artistic intent and use choreographic processes. Compare personal choices to those made by well-known choreographers.</td>
<td>b. Expand personal movement preferences and strengths to discover unexpected solutions that communicate the artistic intent of an original dance using choreographic structures or forms. Analyze and define the movement content in a dance.</td>
<td></td>
</tr>
<tr>
<td>3. Build on strengths in an artistic intent and challenge skills and preferences and personal movement principles to explore movement and manipulating the process and the relationship between the stimuli and choreographed dances.</td>
<td>b. Build on strengths in an artistic intent and challenge skills and preferences and personal movement principles to explore movement and manipulating the process and the relationship between the stimuli and choreographed dances.</td>
<td>b. Explore a given movement problem in small groups. Select and demonstrate a variety of solutions.</td>
<td>b. Develop a given movement problem in small groups. Select and demonstrate a variety of solutions.</td>
<td>b. Develop a solution to a movement problem using a variety of movement vocabularies and choosing artistic elements to utilize in the solution.</td>
<td>b. Develop a solution to a movement problem using a variety of movement vocabularies and choosing artistic elements to utilize in the solution.</td>
<td>b. Develop a solution to a movement problem using a variety of movement vocabularies and choosing artistic elements to utilize in the solution.</td>
<td>b. Develop a solution to a movement problem using a variety of movement vocabularies and choosing artistic elements to utilize in the solution.</td>
<td>b. Develop a solution to a movement problem using a variety of movement vocabularies and choosing artistic elements to utilize in the solution.</td>
<td>b. Develop a solution to a movement problem using a variety of movement vocabularies and choosing artistic elements to utilize in the solution.</td>
<td>b. Develop a solution to a movement problem using a variety of movement vocabularies and choosing artistic elements to utilize in the solution.</td>
<td>b. Develop a solution to a movement problem using a variety of movement vocabularies and choosing artistic elements to utilize in the solution.</td>
<td></td>
</tr>
</tbody>
</table>

**DANCE - Creating**
**Enduring Understanding:** The elements of dance, dance structures, and choreographic devices serve as both a foundation and a departure point for choreographers.

**Plan**

<table>
<thead>
<tr>
<th>Anchor Standard 2: Organize and develop artistic ideas and work.</th>
<th>Essential Question(s): What influences choice-making in creating choreography?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Essential Question(s): What influences choice-making in creating choreography?</strong></td>
<td><strong>Enduring Understanding:</strong> The elements of dance, dance structures, and choreographic devices serve as both a foundation and a departure point for choreographers.</td>
</tr>
<tr>
<td><strong>Plan</strong></td>
<td><strong>Pre K DA:Cr1.1.PK</strong></td>
</tr>
<tr>
<td>a. Improvise a dance sequence that has a beginning, middle and end.</td>
<td><strong>Kinder Garden DA:Cr1.1.K</strong></td>
</tr>
<tr>
<td>a. Demonstrate a dance sequence that has a beginning, middle, and end.</td>
<td><strong>1st DA:Cr1.1.1</strong></td>
</tr>
<tr>
<td>a. Identify and explore different choreographic devices to create simple movement patterns and dance structures.</td>
<td><strong>2nd DA:Cr1.1.2</strong></td>
</tr>
<tr>
<td>b. Engage in dance experiences moving alone, with a partner, and in small groups.</td>
<td><strong>3rd DA:Cr1.1.3</strong></td>
</tr>
<tr>
<td>b. Choose movements that express feelings within an idea, emotion, musical phrase, or story moving alone, with a partner, and in groups.</td>
<td><strong>3rd DA:Cr1.1.4</strong></td>
</tr>
<tr>
<td>b. Develop a dance sequence that expresses an idea, story or feeling. Discuss the effect of the movement choices.</td>
<td><strong>4th DA:Cr1.1.5</strong></td>
</tr>
<tr>
<td>b. Develop a dance study by exploring theatrical elements and discussing the effect of the elements on the ability to communicate through choreography.</td>
<td><strong>5th DA:Cr1.1.6</strong></td>
</tr>
<tr>
<td>b. Examine theatrical elements in dances and dance studies from a variety of cultures and styles and discuss choices of elements that enhance the ability to communicate through choreography.</td>
<td><strong>6th DA:Cr1.1.7</strong></td>
</tr>
<tr>
<td>b. Apply theatrical elements to a dance or dance study to clearly communicate an idea, story, or feeling. Evaluate the effect of artistic choices on choreographic structure and process and on the ability to communicate through movement.</td>
<td><strong>7th DA:Cr1.1.8</strong></td>
</tr>
<tr>
<td>b. Develop an artistic statement for an original dance study or dance and explain how the choreographic structure communicates that artistic statement.</td>
<td><strong>HS Proficient DA:Cr1.1.I</strong></td>
</tr>
<tr>
<td>b. Construct an artistic statement for an original dance that communicates a personal aesthetic for a personal, cultural, or artistic perspective and justify how the choreographic structure supports that artistic statement.</td>
<td><strong>HS Accomplished DA:Cr1.1.II</strong></td>
</tr>
<tr>
<td>b. Collaborate to design a dance using a variety of choreographic structures to support an artistic idea, story, or feeling. Explain how dance structures clarify the artistic intent. Analyze how the structure and final composition informs the artistic intent.</td>
<td><strong>HS Advanced DA:Cr1.1.III</strong></td>
</tr>
<tr>
<td>b. Collaborate to design a dance using a variety of choreographic principles to support an artistic idea, story, or feeling. Engage in the process of choosing among a variety of choreographic devices and dance structures. Discuss the process of making movement choices.</td>
<td><strong>HS Proficient DA:Cr1.1.I</strong></td>
</tr>
<tr>
<td>a. Develop a dance study or dance communicating clearly an idea, story, or feeling. Engage in the process of choosing among a variety of choreographic devices and dance structures. Discuss the process of making movement choices.</td>
<td><strong>HS Accomplished DA:Cr1.1.II</strong></td>
</tr>
<tr>
<td>a. Collaborate to design a dance using a variety of choreographic structures to support an artistic idea, story, or feeling. Engage in the process of choosing among a variety of choreographic devices and dance structures. Discuss the process of making movement choices.</td>
<td><strong>HS Advanced DA:Cr1.1.III</strong></td>
</tr>
<tr>
<td>a. Develop a dance study or dance communicating clearly an idea, story, or feeling. Engage in the process of choosing among a variety of choreographic devices and dance structures. Discuss the process of making movement choices.</td>
<td><strong>HS Proficient DA:Cr1.1.I</strong></td>
</tr>
<tr>
<td>a. Collaborate to design a dance using a variety of choreographic principles to support an artistic idea, story, or feeling. Engage in the process of choosing among a variety of choreographic devices and dance structures. Discuss the process of making movement choices.</td>
<td><strong>HS Accomplished DA:Cr1.1.II</strong></td>
</tr>
<tr>
<td>a. Collaborate to design a dance using a variety of choreographic structures to support an artistic idea, story, or feeling. Engage in the process of choosing among a variety of choreographic devices and dance structures. Discuss the process of making movement choices.</td>
<td><strong>HS Advanced DA:Cr1.1.III</strong></td>
</tr>
<tr>
<td>a. Develop a dance study or dance communicating clearly an idea, story, or feeling. Engage in the process of choosing among a variety of choreographic devices and dance structures. Discuss the process of making movement choices.</td>
<td><strong>HS Proficient DA:Cr1.1.I</strong></td>
</tr>
<tr>
<td>a. Collaborate to design a dance using a variety of choreographic principles to support an artistic idea, story, or feeling. Engage in the process of choosing among a variety of choreographic devices and dance structures. Discuss the process of making movement choices.</td>
<td><strong>HS Accomplished DA:Cr1.1.II</strong></td>
</tr>
<tr>
<td>a. Collaborate to design a dance using a variety of choreographic structures to support an artistic idea, story, or feeling. Engage in the process of choosing among a variety of choreographic devices and dance structures. Discuss the process of making movement choices.</td>
<td><strong>HS Advanced DA:Cr1.1.III</strong></td>
</tr>
</tbody>
</table>

**Anchors**

<table>
<thead>
<tr>
<th>Pre K DA:Cr1.1.PK</th>
<th><strong>Kinder Garden DA:Cr1.1.K</strong></th>
<th><strong>1st DA:Cr1.1.1</strong></th>
<th><strong>2nd DA:Cr1.1.2</strong></th>
<th><strong>3rd DA:Cr1.1.3</strong></th>
<th><strong>4th DA:Cr1.1.4</strong></th>
<th><strong>5th DA:Cr1.1.5</strong></th>
<th><strong>6th DA:Cr1.1.6</strong></th>
<th><strong>7th DA:Cr1.1.7</strong></th>
<th><strong>8th DA:Cr1.1.8</strong></th>
<th><strong>HS Proficient DA:Cr1.1.I</strong></th>
<th><strong>HS Accomplished DA:Cr1.1.II</strong></th>
<th><strong>HS Advanced DA:Cr1.1.III</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre K</td>
<td>Kindergarten</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
<td>4th</td>
<td>5th</td>
<td>6th</td>
<td>7th</td>
<td>8th</td>
<td>HS Proficient</td>
<td>HS Accomplished</td>
<td>HS Advanced</td>
</tr>
<tr>
<td><strong>Pre K DA:Cr1.1.PK</strong></td>
<td><strong>Kindergarten DA:Cr1.1.K</strong></td>
<td><strong>1st DA:Cr1.1.1</strong></td>
<td><strong>2nd DA:Cr1.1.2</strong></td>
<td><strong>3rd DA:Cr1.1.3</strong></td>
<td><strong>4th DA:Cr1.1.4</strong></td>
<td><strong>5th DA:Cr1.1.5</strong></td>
<td><strong>6th DA:Cr1.1.6</strong></td>
<td><strong>7th DA:Cr1.1.7</strong></td>
<td><strong>8th DA:Cr1.1.8</strong></td>
<td><strong>HS Proficient DA:Cr1.1.I</strong></td>
<td><strong>HS Accomplished DA:Cr1.1.II</strong></td>
<td><strong>HS Advanced DA:Cr1.1.III</strong></td>
</tr>
</tbody>
</table>
### Enduring Understanding:
Choreographers analyze, evaluate, refine, and document their work to communicate meaning.

**Essential Question(s):** How do choreographers use self-reflection, feedback from others, and documentation to improve the quality of their work?

**Revise:**
Choreographers analyze, evaluate, refine, and document their work to communicate meaning.

| Anchor Standard 3: Refine and complete artistic work. |
|---|---|---|---|---|---|---|
| Pre K | Kindergarten | 1st | 2nd | 3rd | 4th | 5th |
| DA:Cr1.1.PK | DA:Cr1.1.K | DA:Cr1.1.1 | DA:Cr1.1.2 | DA:Cr1.1.3 | DA:Cr1.1.4 | DA:Cr1.1.5 |
| **a. Respond to suggestions for changing movement through guided improvisational experiences and learned movement.** | | | | | | |
| a. Explore suggestions for changing movement from guided improvisation and/or short remembered sequences. | a. Explore a variety of solutions to a movement problem based on feedback to improve a short dance study. Describe the differences the changes made in the movements. | a. Apply suggestions for changing movement from guided improvisation and/or short remembered sequences. | a. Explore a variety of solutions to a movement problem in a short dance study. Explain the choices made in the process. | a. Explore movement based on peer feedback and self-reflection to improve communication of artistic intent in a short dance study. Explain the changes made in the process. | a. Explore through movement the feedback from others to expand choreographic possibilities for a short dance study. Explain the movement choices and refinements. | a. Respond to suggestions for changing movement from guided improvisation and/or short remembered sequences. |
| **b. Identify parts of the body shape or position by drawing a picture.** | | | | | | |
| b. Depict dance movement from various source/styles by drawing a picture or using a symbol. | b. Demonstrate directions or spatial pathways in a dance phrase by drawing a picture map, using a symbol, or demonstrate curved, straight, and zigzag pathways using movement. | b. Depict the levels of movements in a dance phrase by drawing a picture or using symbols (for example, high, middle, low). | b. Demonstrate directions or spatial pathways in a dance phrase by drawing a picture or using symbols (for example, jump, turn, slide, bend, reach). | b. Record changes in a dance sequence through writing, symbols, or a form of media technology. | b. Record a dance sequence or choreographed solution to a movement problem using writing, pictures, or media technology. | b. Explore a variety of recognized systems of words, symbols, or media technologies for recording dances or dance studies. |
| **c. Identify parts of the body shape or position by drawing a picture.** | | | | | | |
| c. Identify parts of the body shape or position by drawing a picture or using a symbol. | c. Identify parts of the body shape or position by drawing a picture or using a symbol. | c. Identify parts of the body shape or position by drawing a picture or using a symbol. | c. Identify parts of the body shape or position by drawing a picture or using a symbol. | c. Identify parts of the body shape or position by drawing a picture or using a symbol. | c. Identify parts of the body shape or position by drawing a picture or using a symbol. | c. Identify parts of the body shape or position by drawing a picture or using a symbol. |

---

### HS Proficient
- **a. Clarify the artistic intent of a dance by refining choreographic processes, principles, and structures collaboratively or independently using established artistic criteria, self-reflection, and the feedback of others. Analyze and evaluate impact of choices made in the revision process.**

### HS Accomplished
- **a. Clarify the artistic intent of a dance by refining choreographic processes, principles, and structures collaboratively or independently using established artistic criteria, self-reflection, and the feedback of others. Document choices made in the revision process in order to justify and support artistic intent.**

### HS Advanced
- **a. Clarify the artistic intent of a dance by refining choreographic processes, principles, and structures collaboratively or independently using established artistic criteria, self-reflection, and the feedback of others. Document choices made in the revision process in order to justify and support artistic intent.**

---

### HS Proficient
- **b. Develop a strategy to record a dance using recognized systems of dance documentation (for example, writing, a form of notation symbols, or using media technologies). Collaborate with others to review the documentation and make revisions.**

---

### HS Accomplished
- **b. Develop a strategy to record a dance using recognized systems of dance documentation (for example, writing, a form of notation symbols, or using media technologies). Collaborate with others to review the documentation and make revisions.**

---

### HS Advanced
- **b. Develop a strategy to record a dance using recognized systems of dance documentation (for example, writing, a form of notation symbols, or using media technologies). Collaborate with others to review the documentation and make revisions.**
Performing

tempi and rhythms.

to varied rhythmic
dance using the

to a place in space.

finding and returning

 forward, backwards,

and turning) and

and up, down,

forward, backwards,

for moving the body in

stimuli.

to tempo of sound

time using tempi

identify the element of
dimensions.

to change its

make a circle formation

change levels, and vary

body parts and their

relationships through

relationships with

establishing

Maintain focus with

levels, and patterns in

diverse pathways,

establish relationships

with other dancers

outward focus for

neither with

towards the

sides, up, down,

locomotor/axial

performing locomotor

intent when

movement or phrase

takes (for example,

movement phrasing.

metric

and kinesthetic

intentionality and

relationships with

projecting out to far

levels, and patterns in

space exploring

positive and negative

space. Explore distance

locomotor/axial

movements that

inspace. Identify and

straight lines and circles.

directional change.

studies, genres,

characteristics.

shapes and

design. Develop

shapes and movements

of space by making still

relationships between

symmetrical and

asymmetrical body

shapes and examine

relationships between

body parts and their

range of motion.

Differentiate between
circling and turning as

two separate ways of

continuous directional

change.

Express

DA:Pr4.1.I

Perform

expressive clarity of

intention. Focus to

clarify movement and

intention. Build

relationships with

other dancers and

audience as appropriate
to the

dance technique.

DA:Pr4.1.II

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.

Achieve artistic and

encompasses the

concept of

spacial design. Use

shapes and movements

in spatial design.
c. Explore the element of force while moving with opposing characteristics (for example, loose/tight, light/heavy, jerky/smooth).

d. Identify and apply different characteristics to movements using the element of force (for example, slow, smooth, or wavy).

e. Demonstrate and identify movement characteristics along with movement vocabulary using force elements (for example, using adverbs and adjectives that apply to movement such as a bouncy leap, a floppy fall, a jolly jump, and a playful spin).

f. Change use of energy and dynamics by modifying movements from sharp to smooth; from heavy to light; from tight to loose. Apply specific emotional quality to enhance the effect of their intent.

g. Analyze movements and phrases for use of energy and dynamic changes and use adverbs and adjectives to describe them. Based on the analysis, refine the phrases by incorporating a range of movement characteristics.

h. Initiate movement and dynamic expression using varying tensions in musculature. Appropriately apply bound and free-flowing movements to technique exercises and dance phrases.

i. Contrast bound and free-flowing movements. Motivate movement from both central initiation (torso) and peripheral initiation (distal) and analyze the relationship between initiation and energy.

j. Compare and contrast movement characteristics from a variety of dance genres or styles and dances from a variety of cultures. Discuss specific characteristics and use adverbs and adjectives to describe them. Determine what dancers must do to perform them clearly.

k. Use energy and dynamics in technique exercises and dance performance to enhance and project movement and add texture to dance phrases.

l. Acquire total body awareness so that movement phrases demonstrate variance of energy and dynamics.

m. Develop ability to apply varying energy and dynamics in movement phrases and compositions.

n. Acquire total body awareness so that movement phrases demonstrate variance of energy and dynamics.

o. Develop ability to apply varying energy and dynamics to clearly express intention in choreography. Use a broad dynamic range for establishing relationships with other dancers and for projecting to the audience.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Demonstrate basic full body locomotor, non-locomotor/axial movement, and body patterning with spatial relationships.</td>
<td>a. Demonstrate same-side and cross-body locomotor and non-locomotor/axial movement, body patterning, body shapes, levels, and directional through personal and shared space.</td>
<td>a. Demonstrate a range of locomotor and non-locomotor movements, body patterning, and dance sequences that require moving through space using a variety of pathways.</td>
<td>a. Develop technical dance skills through body shapes, movement characteristics, and movement patterns in a dance sequence with awareness of body alignment and core support.</td>
<td>a. Continue developing and demonstrating fundamental dance skills (for example, alignment, coordination, balance, core support, kinesthetic awareness and movement qualities) when learning choreography; replicating and recalling patterns and sequences of locomotor and non-locomotor movements.</td>
<td>a. Continue developing technical dance skills by recall and execution of a series of dance phrases using fundamental dance skills (for example, alignment, coordination, balance, core support, kinesthetic awareness, clarity of movement).</td>
<td>a. Accurately demonstrate changes of direction, levels, facing, pathways, elevations and landings, extensions of limbs and movement transitions while embodying technical dance skills (alignment, coordination, balance, core support, clarity of movement, kinesthetic awareness, and clarity of movement).</td>
<td>a. Very amount of force, flow, muscular tension, and weight in technical dance skills to accommodate physical maturation (for example, functional alignment, coordination, balance, core support, kinesthetic awareness, clarity of movement, weight shifts, flexibility/range of motion).</td>
<td>a. Replicate, recall and execute spatial designs and varying musical or rhythmical patterns while embodying technical dance skills (for example functional alignment, kinesthetic awareness, coordination, balance, core support, clarity of movement, weight shifts, flexibility/range of motion) to retain and execute dance choreography. Expand development of foundational dance technique.</td>
<td>a. Establish mastery of technical dance skills (for example, functional alignment, coordination, balance, core support, clarity of movement, weight shifts, flexibility/range of motion).</td>
<td>a. Develop ability to dance with sensibility toward other dancers while executing complex spatial, rhythmic and dynamic sequences to meet performance goals.</td>
<td>a. Refine and apply body-mind principles to technical dance skills in complex choreography when performing solo, partner, or dancing in ensemble works in a variety of dance genres and styles. Self-evaluate performances and discuss and analyze performance ability with others.</td>
<td></td>
</tr>
<tr>
<td>2. Move in general space and start and stop on cue while maintaining personal space.</td>
<td>b. Move safely in general space and start and stop on cue during activities, group formations, and creative explorations while maintaining personal or shared space.</td>
<td>b. Move safely in a variety of spatial relationships and group formations with other dancers, sharing and maintaining personal space.</td>
<td>b. Develop and execute techniques that extend movement range, build strength, and develop endurance. Explain the relationship between execution of technique and body use, and healthful nutrition.</td>
<td>b. Develop and demonstrate safe body use practices during technical exercises and movement combinations. Discuss how these practices, along with healthful eating habits, promote strength, flexibility, endurance, and injury prevention.</td>
<td>b. Demonstrate awareness of safe and healthful strategies, including nutrition, in warming up and dancing. Embody knowledge of physical anatomy related to muscle feedback and spatial awareness.</td>
<td>b. Utilize healthful practices and sound nutrition in dance activities and everyday life. Discuss benefits of practices and how choices enhance performance.</td>
<td>b. Evaluate personal healthful practices in dance activities and everyday life including nutrition and injury prevention. Discuss choices made, the effects experienced, and methods for improvement.</td>
<td>b. Develop a plan for healthful practices in dance activities and everyday life including nutrition and injury prevention. Discuss implementation of the plan.</td>
<td>a. Establish mastery of healthful practices in dance activities and everyday life including nutrition and injury prevention as applied to technical dance skills. Be able to follow a personal nutrition plan that supports health for everyday life.</td>
<td>a. Research healthful and safe practices for dancers and refine personal practice based on findings. Discuss how research informs practice and dance performance.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Anchor Standard 5: Develop and refine artistic techniques and work for presentation.**

**Enduring Understanding:** Dancers use the mind-body connection and develop the body as an instrument for artistry and artistic expression.

**Essential Question(s):** What must a dancer do to prepare the mind and body for artistic expression?
c. Identify and move body parts and repeat movements upon request.

C. Isolate and move body parts in relation to other body parts and repeat and recall movements upon request.

C. Repeat movements, with an awareness of self and others in space. Self-adjust and modify movements or placement upon request.

C. Perform collaborative choreography/movement sequences in group dance activities. Apply constructive feedback from teacher and self-check to improve dance skills.

C. Coordinate phrases and timing with other dancers by cueing off each other and responding to stimuli (for example, music, text, or lighting). Reflect on feedback from others to inform personal dance performance goals.

C. Collaborate with peers to identify what works and does not work in executing complex patterns, sequences, and formations in dances. Solve movement problems by testing options and finding good results. Document improvement over time.

C. Collaborate with peers to practice and refine dances. Collaboratively develop group performance expectations based on observation and analysis of live or recorded professionals.

C. Collaborate with peers to practice and refine dances. Collaboratively develop group performance expectations based on observation and analysis of live or recorded professionals.

C. Collaborate with peers to practice and refine dances. Collaboratively develop group performance expectations based on observation and analysis of live or recorded professionals.

C. Discover strategies for achieving performance accuracy, clarity and expressiveness and articulate personal performance goals individually and collaborating with peers. Document personal improvement over time (e.g. journaling, portfolio, timeline).

C. Use a variety of strategies to analyze and evaluate performances of self and others (for example, use different mediums of practice to analyze the difference between the way movements look and how they feel to match performance with visual affect). Establish a basic set of performance goals applying practice strategies.

C. Develop and execute collaborative and independent practice and rehearsal strategies with attention to technical and artistry informed by personal performance goals. Reflect on personal achievements.

C. Refine a range of rehearsal strategies to achieve performance excellence. Demonstrate understanding of how to initiate, plan, and direct rehearsals with attention to technical details and fulfilling artistry expression.
<table>
<thead>
<tr>
<th>Performers</th>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Dance for and with others in a designated space.</td>
<td>a. Dance for and with others in a space where audience and performers occupy different areas using limited production terminology.</td>
<td>b. Explore and demonstrate the use of simple props to enhance performance.</td>
<td>b. Use limited production elements (for example, hand props, simple scenery, or media projections) to enhance performance.</td>
<td>b. Use simple props as part of an improvised design.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Use a simple prop as part of an improvised design.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Demonstrate leadership qualities for example commitment, dependability, responsibility, and cooperation when preparing for performances.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Anchor Standard 7: Perceive and analyze artistic work

Enduring Understanding: Dance is perceived and analyzed to comprehend its meaning.

Essential Question(s): How is a dance understood?

<table>
<thead>
<tr>
<th>Pre K</th>
<th>Kindergarten</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>HS Proficient</th>
<th>HS Accomplished</th>
<th>HS Advanced</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
</tr>
<tr>
<td>Identify a movement in a dance by repeating it.</td>
<td>Find a movement that repeats in a dance.</td>
<td>Find movements in a learned dance that develop a pattern.</td>
<td>Find a movement pattern in a learned dance sequence that creates a movement phrase.</td>
<td>Find meaning or artistic intent based on the patterns of movement in a dance work.</td>
<td>Use correct, genre-specific dance terminology to explain how the elements of dance are used in a variety of genres, styles, or cultural movement practices.</td>
<td>Use correct, genre-specific dance terminology to compare and contrast how the elements of dance are used to communicate artistic intent in a variety of genres, styles, or cultural movement practices.</td>
<td>Use correct, genre-specific dance terminology to explain how the elements of dance are used to develop a pattern.</td>
<td>Reflect upon recurring patterns of movement and their relationships that constitute artistic intention.</td>
<td>Use correct, genre-specific dance terminology to compare and contrast how the elements of dance are used in a variety of dance genres, styles, or cultural movement practices.</td>
<td>a.</td>
<td>a.</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>b.</td>
<td>b.</td>
<td>b.</td>
<td>b.</td>
<td>b.</td>
<td>b.</td>
<td>b.</td>
<td>b.</td>
<td>b.</td>
<td>b.</td>
<td>b.</td>
<td>b.</td>
</tr>
<tr>
<td>Demonstrate an observed or performed dance movement.</td>
<td>Demonstrate or describe observed or performed dance movements using dance elements.</td>
<td>Demonstrate and learn movements in dances from different genres or cultures.</td>
<td>Learn dance combinations from different genres, then compare and contrast how one dance genre is different from another, or how one cultural movement practice is different from another.</td>
<td>Demonstrate and identify different dance styles within a genre or within a cultural movement practice.</td>
<td>Describe, using basic dance terminology, the qualities and characteristics of style found in a different dance genre, style, or cultural movement practice, also using basic dance terminology.</td>
<td>Describe or demonstrate recurring patterns of movement and their relationships in dance phrases or a dance.</td>
<td>Describe and discuss patterns of movement and their relationships in dance phrases or a dance in context of artistic intent.</td>
<td>Reflect upon the use of elements of dance in a variety of genres, styles, and diverse cultures and historical periods which may be specific to Indiana. Use genre-specific dance terminology.</td>
<td>Demonstrate and identify examples of recurring patterns of movement and their relationships that create structure and meaning in dance.</td>
<td>a.</td>
<td>a.</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
</tr>
<tr>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
<td>a.</td>
</tr>
<tr>
<td>Responding</td>
<td>Analyzing</td>
<td>Synthesizing</td>
<td>Evaluating</td>
<td>Reflecting</td>
<td>Synthesizing</td>
<td>Evaluating</td>
<td>Reflecting</td>
<td>Synthesizing</td>
<td>Evaluating</td>
<td>Reflecting</td>
<td>Synthesizing</td>
<td>Evaluating</td>
</tr>
</tbody>
</table>
### Anchor Standard 8: Interpret intent and meaning in artistic work.

**Enduring Understanding:** Dance is interpreted by considering intent, meaning, and artistic expression as communicated through the use of the body, elements of dance, dance technique, dance structure, and context.

**Essential Question(s):** How is dance interpreted?

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Interpret</strong></td>
<td>a. Observe a movement and share personal feelings about observed movement.</td>
<td>a. Observe movement and describe it using simple dance terminology.</td>
<td>a. Select movements from a dance that suggest ideas and explain how the movement captures the idea using simple dance terminology.</td>
<td>a. Identify feelings, stories or ideas through movement or gesture. Explain how the main idea is communicated with context cues.</td>
<td>a. Relate movements, ideas, and context to decipher meaning in a dance using basic dance terminology.</td>
<td>a. Interpret meaning in a dance based on its movements. Explain how the movements communicate the main idea of the dance using basic dance terminology.</td>
<td>a. Explain how the artistic intent of a dance is achieved through the elements of dance, dance technique, dance structure, choreographic principles, production elements, and context. Use genre specific dance terminology.</td>
<td>a. Compare the meaning of dances from a variety of cultures. Explain how the artistic intent of each dance is achieved through the elements of dance, dance technique, choreographic principles, production elements and context. Use genre specific dance terminology.</td>
<td>a. Explain and cite evidence for how artistic intent is realized in a dance performance through relationships among the elements of dance, dance technique, choreographic principles, production elements and context. Use genre specific dance terminology.</td>
<td>a. Compare the meaning of dances from a variety of cultures. Explain how the artistic intent of each dance is achieved through the elements of dance, dance technique, choreographic principles, production elements and context. Use genre specific dance terminology.</td>
<td>a. Reflect upon a dance and discuss its artistic intent and artistic expression. Identify use of the elements of dance and dance technique to enhance meaning and support intention. Use genre specific dance terminology.</td>
<td>a. Analyze how the elements of dance, execution of dance movement principles and context contribute to artistic expression in a variety of dances. Use genre specific dance terminology.</td>
<td>a. Evaluate and interpret how the elements of dance, execution of dance movement principles, and context contribute to artistic expression across different genres, styles, or diverse cultures and historical periods. Use genre specific dance terminology.</td>
</tr>
<tr>
<td>Anchor Standard 9: Apply criteria to evaluate artistic work.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enduring Understanding: Criteria for evaluating dance vary across genres, styles, and cultures.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Essential Question(s): What criteria are used to evaluate dance?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Critique**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Standard/Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre K</td>
<td>DA:Re9.1.PK</td>
<td>2. Find a movement that was fun to watch. Repeat it and explain why it is fun to watch and do.</td>
</tr>
<tr>
<td>Kindergarten</td>
<td>DA:Re9.1.K</td>
<td>2. Find a movement that was noticed in a dance. Demonstrate the movement that was noticed and explain why it attracted attention.</td>
</tr>
<tr>
<td>1st</td>
<td>DA:Re9.1.1</td>
<td>a. Identify and demonstrate several movements in a dance that attracted attention. Describe the characteristics that make the movements interesting and talk about why they were chosen using limited dance terminology.</td>
</tr>
<tr>
<td>2nd</td>
<td>DA:Re9.1.2</td>
<td>a. Observe or demonstrate dances from a genre or culture. Discuss the aspects of the dances that make the dances work well, and explain why they work. Use simple dance terminology.</td>
</tr>
<tr>
<td>3rd</td>
<td>DA:Re9.1.3</td>
<td>a. Select dance movements from specific genres, styles, or cultures. Identify characteristic movements from the dances observed or performed in a specific genre, style, or cultural movement practice. Use basic dance terminology.</td>
</tr>
<tr>
<td>4th</td>
<td>DA:Re9.1.4</td>
<td>a. Discuss and demonstrate the characteristics that make a dance artistic and meaningful. Relate them to the elements of dance in genres, styles, or cultural movement practices. Use basic dance terminology to describe characteristics that make a dance artistic and meaningful.</td>
</tr>
<tr>
<td>5th</td>
<td>DA:Re9.1.5</td>
<td>a. Develop artistic criteria to critique a dance using genre-specific dance terminology. Compare artistic intent, content and context of dances from a variety of cultures and examine characteristics of genre, style, or cultural movement practice.</td>
</tr>
<tr>
<td>6th</td>
<td>DA:Re9.1.6</td>
<td>a. Define the characteristics of dance that make a dance artistic and meaningful. Relate them to the elements of dance in genres, styles, or cultural movement practices. Use basic dance terminology to describe characteristics that make a dance artistic and meaningful.</td>
</tr>
<tr>
<td>7th</td>
<td>DA:Re9.1.7</td>
<td>a. Evaluate using artistic criteria and genre-specific dance terminology the characteristics and artistic intent of the dance.</td>
</tr>
<tr>
<td>8th</td>
<td>DA:Re9.1.8</td>
<td>a. Reflect upon the artistic expression of a dance. Discuss insights using aesthetic criteria and dance terminology. Use genre-specific dance terminology.</td>
</tr>
<tr>
<td>HS Proficient</td>
<td>DA:Re9.1.I</td>
<td>a. Analyze two or more dances using aesthetic criteria to evaluate artistic expression. Apply subjective and objective viewpoints to a range of artistic expression. Discuss perspectives with peers and justify views.</td>
</tr>
<tr>
<td>HS Accomplished</td>
<td>DA:Re9.1.II</td>
<td>a. Refine personal artistic preferences to critique dance. Apply subjective and objective viewpoints to a range of artistic expression. Discuss perspectives with peers and justify views.</td>
</tr>
<tr>
<td>HS Advanced</td>
<td>DA:Re9.1.III</td>
<td>a. Refine personal artistic preferences to critique dance. Apply subjective and objective viewpoints to a range of artistic expression. Discuss perspectives with peers and justify views.</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Anchor Standard 10:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Synthesize and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>relate knowledge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and personal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>experiences to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>make art.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enduring Understanding: As dance is experienced, all personal experiences, knowledge, and contexts are integrated and synthesized to interpret meaning.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Essential Question(s): How does dance deepen our understanding of ourselves, other knowledge, and events around us?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **a. Recognize an emotion expressed in dance movement that is watched or performed**
- **a. Recognize and name an emotion that is experienced when watching, improvising, or performing dance and relate it to a personal experience or feelings.**
- **a. Find an experience expressed or portrayed in a dance that relates to a familiar experience. Identify the movements that communicate this experience.**
- **a. Describe, create, and/or perform a dance that expresses personal meaning and explain how certain movements express this personal meaning using limited dance terminology.**
- **a. Compare the relationships expressed in a dance to other experiences. Explain how they are the same or different.**
- **a. Compare two dances with contrasting themes. Discuss feelings and ideas evoked by each. Describe how the themes and movements relate to points of view and experiences.**
- **a. Observe the movement characteristics or qualities observed in a specific dance genre. Describe differences and similarities about what was observed to one's attitudes and movement preferences.**
- **a. Compare and contrast the movement characteristics or qualities found in a variety of dance genres. Discuss how the movement characteristics or qualities differ from one's own movement characteristics or qualities and how different perspectives are communicated.**
- **a. Relate the main idea or content in a dance to other experiences. Explain how they are the same or different.**
- **a. Relate connections found between different dances and discuss the relevance of the connections to the development of one's personal perspectives.**
- **a. Reflect upon the ideas expressed by the choreographer in a dance. Explain how the perspectives expressed by the choreographer may impact one's own interpretation. Provide evidence to support one's analysis.**
- **a. Analyze a dance that is related to content learned in other subjects and research its context. Synthesize information learned and share new ideas about its impact on one's perspective.**
- **a. Create and review original choreography developed over time with respect to its content and context and its relationship to personal perspectives. Reflect on and analyze the criteria that contributed to changes in one's personal growth.**
b. Observe a dance work. Identify and imitate a movement from the dance, and ask a question about the dance.

b. Explore connections between dance and other disciplines (for example, observe illustrations from a story). Discuss observations and identify ideas for dance movement and demonstrate the big ideas of the discipline observed.

b. Respond to a dance work using an inquiry-based set of questions (for example, See, Think, Wonder). Create movement ideas from responses and explain how certain movements express a specific idea.

b. Develop and research a question relating to a topic of study in school using multiple sources of information. Select key aspects of the topic and choreograph movements that communicate the information. Discuss what was learned from creating the dance and how the topic might be communicated using another form of expression.

b. Choose a topic, concept, or content from another discipline of study and research how other art forms have expressed the idea. Create a dance study that expresses the idea. Explain how the movements express a specific point of view on the topic. Discuss whether the experience of creating and sharing the dance reinforces personal views or offers new knowledge and perspectives.

b. Investigate two contrasting topics using a variety of research methods. Identify and organize ideas to create representative movement phrases. Create a dance study exploring the contrasting ideas. Discuss how the research informed the choreographic process and deepened understanding of the topics.

b. Research the historical development of a dance genre or style. Use knowledge gained from the research to create a dance study that evokes the essence of the style or genre. Share the study with peers describing the choreographic process and deepened understanding of the style or genre.

b. Collaboratively identify a dance related question or problem. Conduct research through different mediums on how dance communicates new perspectives or realizations. Compare orally and in writing the process used in choreography to that of other creative, academic, or scientific procedures.

b. Investigate various dance related careers through a variety of research methods and techniques. Select those careers of most interest. Develop individually or collaboratively criteria for making career choices that relate to the arts.
### Anchor Standard 11: Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding

**Enduring Understanding:** Dance literacy includes deep knowledge and perspectives about societal, cultural, historical, and community contexts.

**Essential Question(s):** How does knowing about societal, cultural, historical and community experiences expand dance literacy?

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Relate</td>
<td>a. Show a dance movement experienced in everyday actions, at home, or elsewhere.</td>
<td>a. Describe or demonstrate the movements in a dance that was watched or performed using limited dance terminology.</td>
<td>a. Watch and/or perform a dance from a culture and discuss the types of movement danced using simple dance terminology.</td>
<td>a. Observe a dance and relate the movement to the people, communities, or environment in which the dance was created and performed.</td>
<td>a. Find a relationship between movement in a dance from a culture, society, or community and the culture from which the dance is derived. Explain what the movements communicate about key aspects of the culture, society, or community.</td>
<td>a. Select and describe movements in a specific genre or style and explain how the movements relate to the culture, society, historical period, or community from which the dance originated.</td>
<td>a. Describe how the movement characteristics and qualities of a dance in a specific genre or style communicate the ideas and perspectives of the culture, historical period, or community from which the genre or style originated.</td>
<td>a. Interpret and show how the movement and qualities of a dance communicate its cultural, historical, and/or community purpose or meaning.</td>
<td>a. Compare, contrast, and discuss dances performed by people in various communities or cultures. Compare the ideas and perspectives important to each community or culture that are reflected in the dances.</td>
<td>a. Analyze and discuss dances from a variety of cultures, societies, historical periods, or communities that reveal the ideas and perspectives of the people.</td>
<td>a. Analyze and discuss dances from selected genres or styles and/or diverse cultures and historical periods, and identify similarities and differences among them in relation to the culture or period of origin.</td>
<td>a. Analyze the use of artistic criteria in dances from several genres or styles, diverse cultures or historical periods, and/or world dance forms. Relate ideas expressed in the dances to the culture or period of origin.</td>
<td>a. Integrate knowledge gained from analyzing dances from several genres or styles, diverse cultures and historical periods, and/or world dance forms with one's personal dance experience. Explain how one's dance literacy has expanded.</td>
</tr>
</tbody>
</table>
2018 Indiana Music Education Standards

Introduction:
Music, along with the other fine arts, is a critical part of both society and education. Through participation in music, individuals develop the ability to think creatively as they work both individually and with others to develop skills, gain understanding of musical ideas, and produce musical products via performance, composition, and improvisation. These abilities to think critically and creatively, communicate effectively, and collaborate are ones that enable today’s students to navigate future professional environments successfully as they become life-long music participants.¹

Educators utilize standards to determine those understandings and skills that all learners should experience within a given education program. In keeping with this spirit, The 2018 Indiana Standards for Music Education describe the goals, conceptual ideas, and musical skills that should be a part of a well-rounded music program. In designing these standards, the planning committee utilized the backwards design process in which educational outcomes were first identified that then guided the development of enduring understandings, essential questions, and learning indicators for each stage of music instruction.²

What follows is a description of the development process for these standards, along with a brief overview of the supplementary materials included with the 2018 standards. The committee believes that these standards provide a framework in which highly skilled music education specialists can develop and implement a curriculum that is engaging, artistic, and meaningful for all students.

Development Process:
The process for revising the Indiana Music Education Standards began in the fall of 2016 when a committee consisting of educators from around the state was assembled to begin discussions regarding how a revised set of standards might best serve the students and music educators in Indiana. After an initial meeting in January, 2017, a set of 11 anchor standards for music education were developed and sub-committees were formed to develop learning indicators for various grade/experience levels. These standards and indicators were reviewed by the entire committee and revised in early May. After seeking feedback from educators throughout the state, the standards were revised based on these comments and the final draft was completed in August, 2017.

In developing the standards, the committee was charged with examining the 2010 Indiana State Music Education Standards, the 2014 National Core Arts Standards, and music education standards from other states as a way of determining the most effective course of action for Indiana.³ The proposed standards include specific elements from each of these sources in a way that the committee feels will provide broad guidelines educators can utilize as they think about developing curriculum. The following paragraphs provide a brief overview of the structure of these standards.

---

1 The Partnership for 21st Century Skills includes a description of the skills necessary for learners to be successful in the professional field on their web site: www.p21.org.
2 http://www.ascd.org/research-a-topic/understanding-by-design-resources.aspx
The committee utilized the four artistic processes from the 2014 National Core Arts Standards to organize the anchor standards for music education. These processes are ordered based on the ways that music is experienced. People first (1) CONNECT with music and then (2) LISTEN and RESPOND to it. Individuals then use these experiences to develop the capabilities which allow them to (3) PERFORM and (4) CREATE music. The 11 anchor standards are the overarching objectives related to these artistic processes that students should experience during the course of a high-quality music education program. The committee chose to include anchor standards that utilized and highlighted musical behaviors, including ones, such as movement and audiation/aural perception, that have not been a part of past standards.

Audiation is a term that has been utilized in music education for many years, but this is one of the first illustrations of the term being applied to music education standards. Audiation is defined as the ability to hear and comprehend a piece of music when the sound is not physically present. This ability to hear music internally and represent it through movement or symbol systems such as notation is a crucial component of musical understanding, and this led to including audiation and aural perception as a part of the anchor standards.\(^4\)

After developing anchor standards, the committee examined the enduring understandings that students should develop for each anchor standard, along with the essential questions that should be addressed for each standard. Indicators of learning were then designed for each music education setting. For general music, these indicators are organized by grade bands (pre-K; K-2; 3-5; 6-8; 9-12) and they describe outcomes that should occur at the end of each grade band. Due to the fact that performing ensembles often include members from a variety of grade levels, indicators for these groups were organized based on the experience level of each ensemble (Beginning; Intermediate; Proficient; Advanced). In writing these indicators, the committee chose to utilize verbs that reflected different levels of understanding as described in Bloom’s Taxonomy and Norman Webb’s Depth of Knowledge to ensure that indicators reflected different levels of understanding and mastery.\(^5\)

Supplementary Information
In addition to the 11 anchor standards, enduring understandings, essential questions, and learning indicators, the committee has also created a set of instructional examples for each of the indicators. These examples provide a specific illustration of an instructional experience that would address the indicator in question. These examples are meant to provide illustrations of possible ways to address indicators, but teachers should treat these simply as examples so they feel free to develop their own instructional ideas based on knowledge of their own students and their expertise as music educators.

A glossary was also developed to support the standards. Words that are bolded within the standards are words that can be found within the glossary. The glossary is not an exclusive list of words but developed to support building background knowledge of music vocabulary.

---

4 [https://giml.org/mlt/audiation/](https://giml.org/mlt/audiation/)
What are the Indiana Academic Standards?
The Academic Standards are designed to help educators, parents, students, and community members understand what students need to know and be able to do at each grade level, and within each content strand, in order to exit high school college and career ready. The standards set the baseline for each grade band and/or course level.

What are the Indiana Academic Standards NOT?

1) The standards are not curriculum.
While the standards may be used as the basis for curriculum, the Indiana Academic Standards are not a curriculum. Therefore, identifying the sequence of instruction at each grade—what will be taught and for how long—requires concerted effort and attention at the district and school levels. While the standards may have examples embedded, and resource materials may include guidelines and suggestions, the standards do not prescribe any particular curriculum. Curricular tools, including textbooks, are selected by the district/school and adopted through the local school board.

2) The standards are not instructional practices.
While the standards demonstrate what Hoosier students should know and be able to do in order to be prepared for college and careers, the standards are not instructional practices. The educators and subject matter experts that worked on the standards have taken care to ensure that the standards are free from embedded pedagogy and instructional practices. The standards do not define how teachers should teach. The standards must be complemented by well-developed, aligned, and appropriate curricular materials, as well as robust and effective instructional practices.

3) The standards do not necessarily address students who are far below or far above grade-level.
The standards are designed to show what the average Hoosier student should know and be able to do in order to be prepared for college and career. However, some students may be far below grade level or in need of special education, and other students may be far above grade level. The standards do not provide differentiation or intervention methods necessary to support and meet the needs of these students. It is up to the teacher, school, and district to determine the best and most effective mechanisms of standards delivery for these students.

4) The standards do not cover all aspects of what is necessary for college and career readiness.
While the standards cover what have been identified as essential skills for Hoosier students to be ready for college and careers, the standards are not—and cannot be—an exhaustive list of what students need in order to be ready for life after high school. Students, especially younger students, require a wide range of physical, social, and emotional supports in order to be prepared for the rigors of each educational progression (elementary grades to middle grades; middle grades to high school; and high school to college or career).
<table>
<thead>
<tr>
<th>Pre K (Cn.1.PK.1)</th>
<th>K-2 (Cn.1.2.1)</th>
<th>3-5 (Cn.1.5.1)</th>
<th>6-8 (Cn.1.8.1)</th>
<th>9-12 (Cn.1.12.1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explore and discuss why music is <strong>performed</strong>.</td>
<td>Explore how music is used for a variety of purposes and occasions and discuss personal preference for different musical works.</td>
<td>Demonstrate and explore how personal interests and skills relate to choices when <strong>creating</strong>, <strong>performing</strong>, and <strong>responding</strong> to music.</td>
<td>Identify and demonstrate individual preference for music that is <strong>performed</strong>, <strong>created</strong>, and/or <strong>listened</strong> to in daily life.</td>
<td>Explore and evaluate personal benefits of listening to, <strong>performing</strong>, and <strong>creating</strong> music and how each can enrich one's life.</td>
</tr>
</tbody>
</table>

**Experience and Connect**

<table>
<thead>
<tr>
<th>Pre K (Cn.1.PK.1)</th>
<th>K-2 (Cn.1.2.1)</th>
<th>3-5 (Cn.1.5.2)</th>
<th>6-8 (Cn.1.8.2)</th>
<th>9-12 (Cn.1.12.2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify and practice life skills developed in music studies and activities such as <strong>cooperation</strong>, <strong>effort</strong>, <strong>perseverance</strong>, and <strong>respect</strong> that transfer to other disciplines and contexts.</td>
<td>Identify various uses of music in daily life and describe the characteristics that make music suitable for a specific use.</td>
<td>Explore and <strong>describe</strong> the role of music and the arts in developing an empathetic society through music that is performed, created, and/or listened to in daily life.</td>
<td>Discuss and debate the nature of music appreciation and justify music's value to society.</td>
<td></td>
</tr>
<tr>
<td>Anchor Standard 2: Connect with a varied repertoire of music by exploring the relationships between music, the other arts, and disciplines outside the arts.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EU: Music has natural connections and applications to the other arts and disciplines outside the arts.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EQ: How do individuals apply and transfer knowledge and skills developed in music to the other arts and disciplines outside the arts?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EQ: In which subjects and disciplines are individuals most likely to utilize the knowledge and skills acquired in music?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Apply and Transfer</th>
<th>2-4 (Cn.2.5.1)</th>
<th>5-8 (Cn.2.8.1)</th>
<th>9-12 (Cn.2.12.1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explore and discuss where music is heard and performed.</td>
<td>Identify music concepts and explore ways they are used in other disciplines.</td>
<td>Discover, identify, and explore how music connects to language arts and/or science, mathematics.</td>
<td>Describe and explore how the study of music applies to language arts, mathematics, and/or science.</td>
</tr>
<tr>
<td>3-5(Cn.2.5.2)</td>
<td>6-8 (Cn.2.8.2)</td>
<td>9-12 (Cn.2.12.2)</td>
<td>Describe, explore, and critique how the principles of music relate to other disciplines.</td>
</tr>
<tr>
<td>Discover, identify, and explore how music connects to other arts and humanities.</td>
<td>Compare and describe how the characteristic elements of music and the other arts can be used to depict and/or transform events, scenes, emotions, and/or ideas into works of art.</td>
<td>Recognize the characteristic elements of music and those of at least one other art form and analyze how they were combined to create a unique work of art.</td>
<td></td>
</tr>
<tr>
<td>6-8 (Cn.2.8.3)</td>
<td>9-12 (Cn.2.12.3)</td>
<td>Apply music for learning and recalling knowledge and information in other disciplines.</td>
<td>Describe and analyze how technology has changed who might participate in music and how various technologies can both enhance and diminish music and the other arts.</td>
</tr>
<tr>
<td></td>
<td>Anchor Standard 3: Connect with a varied repertoire of music by exploring the relationships between music and history and culture.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EU:</td>
<td>Music has its own unique history that has both influenced and been transformed by historical events.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EQ:</td>
<td>What is the nature of music in various cultures and time periods throughout history?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EQ:</td>
<td>How have individuals utilized music to reflect and transform their culture throughout history?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Pre K (Cn.3.PK.1)</th>
<th>K-2 (Cn.3.2.1)</th>
<th>3-5 (Cn.3.5.1)</th>
<th>6-8 (Cn.3.8.1)</th>
<th>9-12 (Cn.3.12.1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explore</td>
<td>Listen to music from various historical periods and cultures and respond through singing, listening, or moving.</td>
<td>Apply a varied repertoire of music representing genres and styles from diverse world cultures by singing, moving, playing, and demonstrating audience behavior appropriate for the context and style of the music performed.</td>
<td>Identify, explore, and perform music associated with historical periods and connect to state, regional, and national events.</td>
<td>Identify, describe, and perform the distinguishing characteristics of musical works from a variety of genres, styles, historical periods, and cultures.</td>
<td>Identify, describe, and perform the stylistic features of known musical works that serve to define their aesthetic tradition and historical or cultural context.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>3-5 (Cn.3.5.2)</th>
<th>6-8 (Cn.3.8.2)</th>
<th>9-12 (Cn.3.12.2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explore</td>
<td>Compare and contrast contemporary American music with various world cultures through live or recorded authentic performances.</td>
<td>Identify, describe, and apply through performance uniquely American music genres, trace their evolution, and explore the life and work of musicians associated with each.</td>
<td>Identify and explore music and musicians that influenced societal change and/or politics and describe how they reflected culture at a particular time in history.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>3-5 (Cn.3.5.3)</th>
<th>6-8 (Cn.3.8.3)</th>
<th>9-12 (Cn.3.12.3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explore</td>
<td>Recognize and describe various roles of musicians in society.</td>
<td>Compare and contrast, in various cultures and historical periods, the functions of music, the roles of musicians, and the conditions under which participation in music typically occurs.</td>
<td>Classify unfamiliar musical works by genre, style, historical period, and/or culture and defend the classification.</td>
</tr>
</tbody>
</table>
### MUSIC-GENERAL: Listen and Respond

<table>
<thead>
<tr>
<th></th>
<th>Anchor Standard 4: Listen and respond to a varied repertoire of music by audiating music.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EU:</strong></td>
<td>Individuals’ first experiences with music are responding to the music they hear.</td>
</tr>
<tr>
<td><strong>EQ:</strong></td>
<td>What is the relationship between individuals’ ability to audiate and their level of musicianship?</td>
</tr>
<tr>
<td><strong>EQ:</strong></td>
<td>What processes best develop the skill of audiation and enhance individuals’ music literacy?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pre K (LR.4.PK.1)</th>
<th>K-2 (LR.4.2.1)</th>
<th>3-5 (LR.4.5.1)</th>
<th>6-8 (LR.4.8.1)</th>
<th>9-12 (LR.4.12.1)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Audiate</strong> and speak or sing parts of rhymes/songs or whole rhymes/songs that are familiar.</td>
<td><strong>Audiate</strong> and accurately speak or sing familiar and unfamiliar rhymes and songs with varied forms, tempi, meters, and/or tonalities.</td>
<td><strong>Audiate</strong> and accurately speak or sing from notated music familiar and unfamiliar rhymes and songs with varied forms, tempi, meters, and tonalities.</td>
<td><strong>Audiate</strong> and recognize age appropriate pitch and rhythm patterns, motifs, and known melodies from movement, gesture, traditional, or non-traditional notation.</td>
<td><strong>Audiate</strong> and recognize age appropriate pitch and rhythm patterns, motifs, and known melodies from movement, gesture, traditional, or non-traditional notation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>6-8 (LR.4.8.2)</th>
<th>9-12 (LR.4.12.2)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Audiate</strong> and accurately sing and perform pitch and rhythm patterns, motifs, and melodies in both major and minor modes and simple and compound meters on sight.</td>
<td><strong>Audiate</strong> and accurately sing and perform pitch and rhythm patterns, motifs, and melodies, including indicated expressive elements, in both major and minor modes and simple and compound meters on sight.</td>
<td><strong>Audiate</strong> all the elements of music in a given excerpt or piece and perform it on sight in a musical and culturally authentic way.</td>
</tr>
</tbody>
</table>
**Anchor Standard 5: Listen and respond to a varied repertoire of music by describing, interpreting, analyzing, and evaluating music and its elemental components.**

EU: Individuals’ responses to music are informed by their musical knowledge and understanding of how musicians manipulate musical elements within specific social, cultural, and historical contexts.

EQ: How does understanding the structure and context of music inform individuals’ responses to music?

EQ: Does greater understanding of the elements of music impact individuals’ ability to appreciate music that remains outside of their preferences?

<table>
<thead>
<tr>
<th>Understand and Inform</th>
<th>Pre K (LR.5.PK.1)</th>
<th>K-2 (LR.5.2.1)</th>
<th>3-5 (LR.5.5.1)</th>
<th>6-8 (LR.5.8.1)</th>
<th>9-12 (LR.5.12.1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Explore music’s expressive qualities (such as <strong>dynamics</strong> and <strong>tempo</strong>).</td>
<td>Demonstrate music’s <strong>expressive qualities</strong> (such as louder/softer, higher/lower, faster/slower, same/different) using music vocabulary.</td>
<td>Define expressive music terms and apply them to selected musical examples.</td>
<td>Recall, explore, comprehend, and apply appropriate <strong>music vocabulary</strong>.</td>
<td>Recall, explore, comprehend, and apply appropriate <strong>music vocabulary</strong>.</td>
<td></td>
</tr>
<tr>
<td>Pre K (LR.5.PK.2)</td>
<td>K-2 (LR.5.2.2)</td>
<td>3-5 (LR.5.5.2)</td>
<td>6-8 (LR.5.8.2)</td>
<td>9-12 (LR.5.12.2)</td>
<td></td>
</tr>
<tr>
<td>Recognize and identify specific <strong>music concepts</strong> during an active musical experience (singing, moving, active listening, playing).</td>
<td>Apply learned criteria to perceive accuracy, expressiveness, and effectiveness of performances.</td>
<td>Develop criteria for evaluating the quality and effectiveness of music performances, and compositions and apply these criteria to performances.</td>
<td>Identify elements of <strong>music</strong> and analyze and describe how they manifest in a musical example.</td>
<td>Identify elements of music and compare how they are utilized to create specific music <strong>styles</strong> and/or <strong>cultural</strong> traditions.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>6-8 (LR.5.8.3)</th>
<th>9-12 (LR.5.12.3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop criteria for evaluating the <strong>quality</strong> and <strong>effectiveness</strong> of music performers, performances, and compositions and apply the criteria to music that is listened to, performed, and/or created.</td>
<td>Evaluate the <strong>aesthetic</strong> impact of musical works by applying specific criteria and comparing them to known, exemplary models of similar <strong>style</strong> and/or <strong>cultural</strong> tradition.</td>
<td></td>
</tr>
<tr>
<td>Anchor Standard 6: Listen and respond to a varied repertoire of music by interpreting and expressing music through movement.</td>
<td>EU: Individuals’ understanding of music is enhanced when the music is experienced and expressed through movement.</td>
<td>EQ: How do individuals use movement to gain greater understanding of and enjoyment for music?</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>Interpret and Express</strong></td>
<td><strong>Pre K (LR.6.PK.1)</strong></td>
<td><strong>K-2 (LR.6.2.1)</strong></td>
</tr>
<tr>
<td>Use gross and fine motor <strong>movement</strong> to demonstrate steady beat in groups of twos and threes.</td>
<td>Use locomotor and non-locomotor movements to demonstrate and maintain a consistent steady beat in both simple and compound meters.</td>
<td>Use <strong>conducting</strong> and other types of <strong>movement</strong> to demonstrate rhythmic patterns and <strong>simple and compound meters</strong>.</td>
</tr>
<tr>
<td><strong>Pre K (LR.6.PK.2)</strong></td>
<td><strong>K-2 (LR.6.2.2)</strong></td>
<td><strong>3-5 (LR 6.5.2)</strong></td>
</tr>
<tr>
<td>Apply gross and fine motor <strong>movement</strong> to demonstrate changes in <strong>pitch</strong>.</td>
<td>Apply gross and fine motor <strong>movement</strong> to show upward and downward melodies.</td>
<td>Demonstrate changes in <strong>melodic contour</strong> and <strong>simple harmonic progression</strong> through movement.</td>
</tr>
<tr>
<td><strong>Pre K (LR.6.PK.3)</strong></td>
<td><strong>K-2 (LR.6.2.3)</strong></td>
<td><strong>3-5 (LR.6.5.3)</strong></td>
</tr>
<tr>
<td>Demonstrate elements of music through gross and fine motor <strong>movement</strong> such as faster/slower, louder/softer, and same/different.</td>
<td>Identify and respond to expressive elements of music and demonstrate through <strong>movement</strong> in listening examples, singing games and/or simple folk dances.</td>
<td>Identify and express age appropriate music concepts including form, phrasing, expressive qualities, and timbre through <strong>movement</strong> in listening examples, singing games and/or simple folk dances.</td>
</tr>
</tbody>
</table>
# Indiana Academic Standards for Music – General 2018

## MUSIC-GENERAL: Perform

### Anchor Standard 7: Perform a varied repertoire of music by singing, alone and with others, from rote memory and written notation.

**EU:** Singing is an essential musical skill that allows individuals to develop musical knowledge in the context of performance.

**EQ:** What processes best develop the skill of singing and encourage individuals to be knowledgeable lifelong participants in music?

**EQ:** Where and when do individuals sing in daily life?

### Develop and Perform

<table>
<thead>
<tr>
<th>Pre K (P.7.PK.1)</th>
<th>K-2 (P.7.2.1)</th>
<th>3-5 (P.7.5.1)</th>
<th>6-8 (P.7.8.1)</th>
<th>9-12 (P.7.12.1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Echo and match short pitch patterns and <strong>fragment songs</strong> in a limited vocal range in a group and then alone.</td>
<td>Sing independently and in groups using head voice and appropriate <strong>posture</strong>, with accurate <strong>pitch</strong> and rhythm.</td>
<td>Sing in groups and independently, while demonstrating appropriate <strong>breath control</strong>, <strong>pitch</strong>, <strong>diction</strong>, <strong>tone quality</strong>, and <strong>posture</strong>.</td>
<td>Sing accurate pitches and rhythms, as modeled and/or visually notated, with appropriate <strong>intonation</strong>, <strong>breath control</strong>, <strong>diction</strong>, and <strong>tone quality</strong> throughout one's singing range.</td>
<td>Sing accurate pitches and rhythms, as modeled and/or visually notated, in <strong>tune</strong> and with good <strong>breath control</strong>, <strong>diction</strong>, and <strong>tone quality</strong> throughout an expected and appropriate singing range.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pre K (P.7.PK.2)</th>
<th>K-2 (P.7.2.2)</th>
<th>3-5 (P.7.5.2)</th>
<th>6-8 (P.7.8.2)</th>
<th>9-12 (P.7.12.2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Learn and sing short songs based on 5 or fewer pitches alone.</td>
<td>Sing simple songs with <strong>expressive qualities</strong>, varied <strong>tonalities</strong>, and meters.</td>
<td>Sing songs from diverse cultures with sensitivity, accurate use of languages, appropriate movement, and/or appropriate use of dynamics, phrasing, and articulation.</td>
<td>Sing with expressive qualities and technical accuracy, as modeled and/or visually notated, and portray appropriate style.</td>
<td>Sing with expressive qualities and technical accuracy, as modeled and/or visually notated, and portray appropriate style and affect.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>K-2 (P.7.2.3)</th>
<th>3-5 (P.7.5.3)</th>
<th>6-8 (P.7.8.3)</th>
<th>9-12 (P.7.12.3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perform appropriately for a variety of audiences and purposes.</td>
<td>Sing <strong>unison</strong> and <strong>two-part songs</strong>, <strong>partner songs</strong>, and <strong>rounds, a cappella</strong> and with varied <strong>accompaniment</strong>.</td>
<td>Sing tonal ostinati, canon, counter melodies, drones, or descants, as modeled and/or visually notated, to create harmony and sing in two and/or three parts.</td>
<td>Sing <strong>tonal ostinati</strong>, <strong>canon</strong>, <strong>counter melodies, drones, or descants</strong>, as modeled and/or visually notated, to <strong>create harmony</strong> and sing in three or more parts.</td>
</tr>
<tr>
<td>3-5 (P.7.5.4)</td>
<td>6-8 (P.7.8.4)</td>
<td>9-12 (P.7.12.4)</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>----------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>Perform appropriately for a variety of audiences while following the <strong>cues</strong> of a <strong>conductor</strong>.</td>
<td>Maintain pitch and rhythmic accuracy, tone quality, tonal center, a steady beat, and appropriate style while singing both with <strong>accompaniment</strong> and <strong>a cappella</strong> to portray the composer’s intent.</td>
<td>Maintain pitch and rhythm accuracy, tone quality, tonal center, a steady beat, and appropriate style while singing both with <strong>accompaniment</strong> and <strong>a cappella</strong> to both portray and challenge the composer’s intent.</td>
<td></td>
</tr>
</tbody>
</table>
Anchor Standard 8: Perform a varied repertoire of music by playing instruments, alone and with others, from rote memory and written notation.

**EU:** Playing instruments is an essential musical skill that allows individuals to develop musical knowledge in the context of performance.

**EQ:** What processes best develop the skill of playing instruments and encourage individuals to be knowledgeable lifelong participants in music?

**EQ:** Where and when do individuals play instruments in daily life?

<table>
<thead>
<tr>
<th>Develop and Perform</th>
<th>Pre K (P.8.PK.1)</th>
<th>K-2 (P.8.2.1)</th>
<th>3-5 (P.8.5.1)</th>
<th>6-8 (P.8.8.1)</th>
<th>9-12 (P.8.12.1)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Perform</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pre K (P.8.PK.1)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintain a steady beat and perform on either pitched or unpitched instruments independently or in groups.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>K-2 (P.8.2.2)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Echo and read a variety of rhythmic and/or melodic patterns and as well as maintain a consistent steady beat while playing an instrument.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3-5 (P.8.5.2)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Play melodic, rhythmic, and chordal patterns at a consistent tempo.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6-8 (P.8.8.2)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Play unpitched, melodic, and harmonic instruments with expression and technical accuracy, as modeled and/or visually notated, and portray appropriate style.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>9-12 (P.8.12.2)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Play unpitched, melodic, and harmonic instruments with expression and technical accuracy, as modeled and/or visually notated, and portray appropriate style and affect.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3-5 (P.8.5.3)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Play melodies, accompaniments, and ensemble parts of various styles and cultures on instruments expressively with correct rhythms, tempi, and dynamics.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6-8 (P.8.8.3)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Play both rhythmic and tonal ostinati, canon, counter melodies, drones, and descants, as modeled and/or visually notated, to create harmony and play instruments in two and/or three parts.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>9-12 (P.8.12.3)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Play both rhythmic and tonal ostinati, canon, counter melodies, drones, and descants, as modeled and/or visually notated, to create harmony and play instruments in three or more parts.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3-5 (P.8.5.4)</td>
<td>6-8 (P.8.8.4)</td>
<td>9-12 (P.8.12.4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perform appropriately for a variety of audiences while following the cues of a conductor.</td>
<td>Maintain <strong>pitch</strong> and <strong>rhythm</strong> accuracy, tone quality, tonal center, a steady <strong>beat</strong>, appropriate technique, and appropriate <strong>style</strong> while playing <strong>unpitched</strong>, <strong>melodic</strong>, and <strong>harmonic</strong> instruments to portray the composer's intent.</td>
<td>Maintain pitch and rhythm accuracy, tone quality, tonal center, a steady beat, exemplary technique, and appropriate style while playing unpitched, melodic, and harmonic instruments to both portray and challenge the composer's intent.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Anchor Standard 9: Create a varied repertoire of music by improvising melodies, variations, and accompaniments.

**EU:** Improvisation is a real-time embodiment of an individual’s musicianship, depth of musical knowledge, and creativity.

**EQ:** How might individuals use improvisation as a unique personal expression of their thoughts, feelings, and/or ideas?

**EQ:** What processes best develop improvisation skills and enhance individuals’ musicianship?

<table>
<thead>
<tr>
<th>Pre K (Cr.9.PK.1)</th>
<th>K-2 (Cr.9.2.1)</th>
<th>3-5 (Cr.9.5.1)</th>
<th>6-8 (Cr.9.8.1)</th>
<th>9-12 (Cr.9.12.1)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Improvise</strong> by singing a simple melody based on a given text.</td>
<td><strong>Improvise</strong> by singing a simple melody using self-created text.</td>
<td><strong>Improvise</strong> independently and cooperatively successive melodic phrases to create a song.</td>
<td><strong>Improvise</strong> short, unaccompanied rhythms and melodies with consistent style, meter, and/or tonality.</td>
<td><strong>Improvise</strong> rhythms and melodies with a complementary melody or rhythmic accompaniment, with consistent style, meter, affect, and/or tonality.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3-5 (Cr.9.5.2)</th>
<th>6-8 (Cr.9.8.2)</th>
<th>9-12 (Cr.9.12.2)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Improvise</strong> rhythmic and melodic patterns and musical ideas for a specific purpose.</td>
<td><strong>Improvise</strong> single-line melodic and rhythmic variations of learned songs by singing and using instruments.</td>
<td><strong>Improvise</strong> rhythmic and melodic embellishments and variations using a pentatonic scale and major keys.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3-5 (Cr.9.5.3)</th>
<th>6-8 (Cr.9.8.3)</th>
<th>9-12 (Cr.9.12.3)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Improvise</strong> rhythmic, melodic, and harmonic accompaniments to songs using pitched and unpitched classroom instruments and/or electronic sound sources.</td>
<td>Recognize important pitches within a melody and <strong>improvise</strong> simple harmonic accompaniments.</td>
<td>Identify and utilize harmonic pitches while <strong>improvising stylized</strong> melodies and accompaniments.</td>
</tr>
<tr>
<td>Transform</td>
<td>Anchor Standard 10: Create a varied repertoire of music by representing audiated and aurally perceived music.</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EU: Creating visual representations of audiated and aurally perceived music is essential to preserving unique and expressive musical ideas.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EQ: How do individuals transform sound and music into visual representations?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>EQ: What is the relationship between individuals’ ability to transform sound and music into visible representations and their musicianship?</td>
<td></td>
</tr>
<tr>
<td>Pre K (Cr.10.PK.1)</td>
<td>K-2 (Cr.10.2.1)</td>
<td>3-5 (Cr.10.5.1)</td>
</tr>
<tr>
<td>Create movement that shows the rhythm and/or melodic direction of an aurally perceived or audiated song.</td>
<td>Create movement patterns and describe their relationships to audiated and/or aurally perceived songs.</td>
<td>Demonstrate the rhythm, melody, and form of an audiated and/or aurally perceived song through traditional and/or non-traditional notation.</td>
</tr>
</tbody>
</table>
### Anchor Standard 11: Create a varied repertoire of music by composing and arranging music with both traditional and non-traditional notation.

**EU:** When individuals compose and arrange music, they creatively use music elements to create a musical product with an expected affect.

**EQ:** How can individuals creatively produce unique contributions to music and society?

**EQ:** What role do composers of music play within society?

<table>
<thead>
<tr>
<th>Pre K (Cr.11.PK.1)</th>
<th>K-2 (Cr.11.2.1)</th>
<th>3-5 (Cr.11.5.1)</th>
<th>6-8 (Cr.11.8.1)</th>
<th>9-12 (Cr.11.12.1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create and represent a short <strong>rhythmic pattern</strong> with non-traditional notation.</td>
<td>Utilize traditional and/or non-traditional notation to represent simple rhythms and rhythmic patterns of rhymes and songs.</td>
<td>Plan, notate, and perform rhythmic speech compositions with text, including performance indicators such as tempo and dynamics.</td>
<td><strong>Arrange</strong> simple pieces for voices and instruments using performing forces and expressive qualities other than those originally utilized in the piece in ways that preserve the expressive affect of the music.</td>
<td><strong>Arrange</strong> pieces for voices and instruments using performing forces and expressive qualities other than those originally utilized in the piece in ways that might enhance or alter the expressive affect of the music.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pre K (Cr.11.PK.2)</th>
<th>K-2 (Cr.11.2.2)</th>
<th>3-5 (Cr.11.5.2)</th>
<th>6-8 (Cr.11.8.2)</th>
<th>9-12 (Cr.11.12.2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create and represent a short <strong>melodic pattern</strong> with non-traditional notation.</td>
<td>Utilize traditional and/or non-traditional notation to demonstrate simple melodies and melodic patterns of rhymes and songs.</td>
<td>Create, notate, and perform songs in a variety of meters.</td>
<td>Utilize both traditional and/or non-traditional notation to compose short pieces within specified guidelines and demonstrate one's knowledge of the elements of music and how they might be used to create unity or variety, tension and release, and/or balance.</td>
<td>Utilize both traditional and non-traditional notation to compose music in several distinct styles that demonstrates one's knowledge of the elements of music and how they might be used to achieve aesthetic and expressive effect.</td>
</tr>
<tr>
<td>3-5 (Cr. 11.5.3)</td>
<td>6-8 (Cr.11.8.3)</td>
<td>9-12 (Cr.11.12.3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan, arrange, and perform <strong>accompaniments</strong> to given melodies within specific guidelines.</td>
<td>Explore and utilize a variety of <strong>traditional</strong> and/or <strong>non-traditional sound sources</strong> and electronic media and <strong>technology</strong> when composing and arranging music.</td>
<td>Explore and utilize a variety of <strong>traditional</strong> and <strong>non-traditional sound sources</strong> and electronic media and <strong>technology</strong> when composing and arranging music and articulate how they might enhance or diminish the music's aesthetic or expressive effect.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Framework for 21st Century Learning

A unified vision for learning to ensure student success in a world where change is constant and learning never stops.

21st Century Student Outcomes & Support Systems

The P21 Framework for 21st Century Learning was developed with input from educators, education experts, and business leaders to define and illustrate the skills, knowledge, expertise, and support systems that students need to succeed in work, life, and citizenship.

The Framework continues to be used by thousands of educators and hundreds of schools in the U.S. and abroad to put 21st century skills at the center of learning. All elements of the Framework are critical to ensure 21st century readiness for every student.

When a school, district, or state builds on this foundation, combining knowledge and skills with the necessary support systems of standards, assessments, curriculum and instruction, professional development, and learning environments, students are more engaged in the learning process and graduate better prepared to thrive in today’s digitally and globally interconnected world.

© 2019, Battelle for Kids. All Rights Reserved.
KEY SUBJECTS & 21ST CENTURY THEMES
Mastery of key subjects and 21st century themes is essential to student success. Key subjects include English, reading, or language arts, world languages; arts; mathematics, economics; science; geography; history; government; and civics.

In addition, schools must promote an understanding of academic content at much higher levels by weaving 21st century interdisciplinary themes into key subjects:
• Global Awareness
• Financial, Economic, Business, and Entrepreneurial Literacy
• Civic Literacy
• Health Literacy
• Environmental Literacy

LEARNING & INNOVATION SKILLS
Learning and innovation skills are what separate students who are prepared for increasingly complex life and work environments in today’s world and those who are not. These skills include:
• Creativity and Innovation
• Critical Thinking and Problem Solving
• Communication
• Collaboration

INFORMATION, MEDIA & TECHNOLOGY SKILLS
Today, we live in a technology and media-driven environment, marked by access to an abundance of information, rapid changes in technology tools, and the ability to collaborate and make individual contributions on an unprecedented scale. Effective citizens and workers must be able to exhibit a range of functional and critical thinking skills, such as:
• Information Literacy
• Media Literacy
• ICT (Information, Communications, and Technology) Literacy

LIFE & CAREER SKILLS
Today’s students need to develop thinking skills, content knowledge, and social and emotional competencies to navigate complex life and work environments. P21’s essential Life and Career Skills include:
• Flexibility and Adaptability
• Initiative and Self-Direction
• Social and Cross-Cultural Skills
• Productivity and Accountability
• Leadership and Responsibility

21st Century Support Systems
21st century learning requires an innovative support system to engage learners through applicable skills and knowledge, appropriate technologies, and real-world connections to make learning relevant, personalized, and engaging. P21 has identified five critical support systems to ensure all students receive the kinds of learning experiences that build 21st century competency:
• 21st Century Standards
• Assessments of 21st Century Skills
• 21st Century Curriculum and Instruction
• 21st Century Professional Development
• 21st Century Learning Environments

About the Partnership for 21st Century Learning
The Partnership for 21st Century Learning recognizes that all learners need educational experiences in school and beyond, from cradle to career, to build knowledge and skills for success in a globally and digitally interconnected world. Representing over 5 million members of the global workforce, P21 unites business, government, and education leaders from the U.S. and abroad to advance evidence-based education policy and practice and to make innovative teaching and learning a reality for all.

P21 and member organizations provide tools and resources that help facilitate and drive this necessary change. Learn more and get involved at battelleforkids.org/networks/p21.
<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Time</th>
<th>Event</th>
<th>Attendance</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 14, 2023</td>
<td>Monday</td>
<td>7:30-4pm</td>
<td>Pre-Session Day for Teachers</td>
<td>Faculty &amp; Staff Only</td>
</tr>
<tr>
<td>August 14, 2023</td>
<td>Monday</td>
<td>5-7pm</td>
<td>Back to School BBQ</td>
<td>Faculty, Staff &amp; Families</td>
</tr>
<tr>
<td>August 15, 2023</td>
<td>Tuesday</td>
<td>7:30-4pm</td>
<td>Pre-Session Day for Teachers</td>
<td>Faculty &amp; Staff Only</td>
</tr>
<tr>
<td>August 16, 2023</td>
<td>Wednesday</td>
<td>7:30-4pm</td>
<td>Pre-Session Day for Teachers</td>
<td>Faculty &amp; Staff Only</td>
</tr>
<tr>
<td>August 17, 2023</td>
<td>Thursday</td>
<td>Doors open at 8:15</td>
<td>First Day of School for Students</td>
<td>Faculty, Staff &amp; Students</td>
</tr>
<tr>
<td>September 4, 2023</td>
<td>Monday</td>
<td>ALL DAY</td>
<td>Labor Day</td>
<td>NO SCHOOL</td>
</tr>
<tr>
<td>September 8, 2023</td>
<td>Friday</td>
<td>ALL DAY</td>
<td>Teacher In-Service/ Student E-Learning Day</td>
<td>Faculty &amp; Staff Only</td>
</tr>
<tr>
<td>October 5, 2023</td>
<td>Thursday</td>
<td>4:30pm-7pm</td>
<td>Parent/Teacher Conferences Evening Hours</td>
<td>Faculty, Staff &amp; Families</td>
</tr>
<tr>
<td>October 6, 2023</td>
<td>Friday</td>
<td>9am-11:30am</td>
<td>Parent/Teacher Conferences Morning Hours/ Student E-learning</td>
<td>Faculty, Staff &amp; Families</td>
</tr>
<tr>
<td>October 6, 2023</td>
<td>Friday</td>
<td>12pm-4pm</td>
<td>Teacher In-Service/ Student E-Learning Day</td>
<td>Faculty &amp; Staff Only</td>
</tr>
<tr>
<td>October 13, 2023</td>
<td>Friday</td>
<td>ALL DAY</td>
<td>End of Quarter (41 days)</td>
<td>Faculty, Staff &amp; Families</td>
</tr>
<tr>
<td>October 17, 2023</td>
<td>Tuesday</td>
<td>5-8pm</td>
<td>Community EXPO</td>
<td>Faculty, Staff &amp; Families</td>
</tr>
<tr>
<td>October 19-23, 2023</td>
<td>Thursday-Monday</td>
<td>ALL DAY</td>
<td>Fall Recess</td>
<td>NO SCHOOL</td>
</tr>
<tr>
<td>November 3, 2023</td>
<td>Friday</td>
<td>ALL DAY</td>
<td>Teacher In-Service/ Student E-Learning Day</td>
<td>Faculty &amp; Staff Only</td>
</tr>
<tr>
<td>November 22-24th</td>
<td>Wednesday-Friday</td>
<td>ALL DAY</td>
<td>Thanksgiving Recess</td>
<td>NO SCHOOL</td>
</tr>
<tr>
<td>December 1, 2023</td>
<td>Friday</td>
<td>ALL DAY</td>
<td>Teacher In-Service/ Student E-Learning Day</td>
<td>Faculty &amp; Staff Only</td>
</tr>
<tr>
<td>December 13, 2023</td>
<td>Wednesday</td>
<td>5-8pm</td>
<td>Community EXPO</td>
<td>Faculty, Staff &amp; Families</td>
</tr>
<tr>
<td>December 21, 2023</td>
<td>Thursday</td>
<td>ALL DAY</td>
<td>End of Quarter (43 days)</td>
<td>Faculty, Staff &amp; Families</td>
</tr>
<tr>
<td>December 22, 2023-January 5, 2024</td>
<td>Friday-Friday</td>
<td>ALL DAY</td>
<td>Winter Recess</td>
<td>NO SCHOOL</td>
</tr>
<tr>
<td>January 8, 2024</td>
<td>Monday</td>
<td>ALL DAY</td>
<td>School Resumes after Winter Recess</td>
<td>Faculty, Staff &amp; Students</td>
</tr>
<tr>
<td>January 15, 2024</td>
<td>Monday</td>
<td>ALL DAY</td>
<td>Martin Luther King Jr. Day</td>
<td>NO SCHOOL</td>
</tr>
<tr>
<td>February 2, 2024</td>
<td>Friday</td>
<td>ALL DAY</td>
<td>Teacher In-Service/ Student E-Learning Day</td>
<td>Faculty &amp; Staff Only</td>
</tr>
<tr>
<td>February 16, 2024</td>
<td>Friday</td>
<td>1/2 Day</td>
<td>Morning Session Only</td>
<td>Faculty, Staff &amp; Students</td>
</tr>
<tr>
<td>Friday 16, 2024</td>
<td>Friday</td>
<td>12:30-5:30</td>
<td>Parent/Teacher Conferences &amp; Student Art Showcase</td>
<td>Faculty, Staff, &amp; Families</td>
</tr>
<tr>
<td>February 19, 2024</td>
<td>Monday</td>
<td>ALL DAY</td>
<td>Presidents Day</td>
<td>NO SCHOOL</td>
</tr>
<tr>
<td>March 1, 2024</td>
<td>Friday</td>
<td>ALL DAY</td>
<td>Teacher In-Service/ Student E-Learning Day</td>
<td>Faculty &amp; Staff Only</td>
</tr>
<tr>
<td>March 15, 2024</td>
<td>Friday</td>
<td>ALL DAY</td>
<td>End of Quarter (48 days)</td>
<td>Faculty, Staff &amp; Families</td>
</tr>
<tr>
<td>Date</td>
<td>Day</td>
<td>Time</td>
<td>Event</td>
<td>Attendance</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------</td>
<td>--------------</td>
<td>------------------------------------------------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>March 12, 2024</td>
<td>Tuesday</td>
<td>5-8pm</td>
<td>Community EXPO</td>
<td>Faculty, Staff &amp; Families</td>
</tr>
<tr>
<td>April 1-5, 2024</td>
<td>Monday-Friday</td>
<td>ALL DAY</td>
<td>Spring Recess</td>
<td>NO SCHOOL</td>
</tr>
<tr>
<td>May 3, 2024</td>
<td>Friday</td>
<td>ALL DAY</td>
<td>Teacher In-Service/ Student E-Learning Day</td>
<td>Faculty &amp; Staff Only</td>
</tr>
<tr>
<td>May 30, 2024</td>
<td>Thursday</td>
<td>ALL DAY</td>
<td>Last Day for Students, End of Quarter (48 days)</td>
<td></td>
</tr>
<tr>
<td>May 31, 2024</td>
<td>Friday</td>
<td>9am-3pm</td>
<td>Teacher grading day, end of year meetings</td>
<td>Faculty, Staff</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td>180 Days of School</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7 E-Learning Days/Staff Development</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1260 hours of instruction</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>75,600 minutes of instruction</td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Activity Block</td>
<td>Notes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>---------------------------------</td>
<td>---------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7:30-8:15</td>
<td>Grade Band PLC</td>
<td>Contract Time starts at 7:30am, directly into collaborative PLC meeting/planning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8:15-8:30</td>
<td>Student Arrival Morning Duty</td>
<td>Rotates at each semester, mentoring student ambassador assistants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8:30-8:50</td>
<td>Attendance &amp; Class Huddles</td>
<td>Community Building, Character Education, Simple Interactions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8:50-10:20</td>
<td>Wit &amp; Wisdom, ELA with Social Studies, Science and Art Connections</td>
<td>Classroom Literacy Block</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10:20-11:00</td>
<td>Interventions- Whole School Book Clubs</td>
<td>Groups of 10 assigned to classroom teachers and paras for interventions and enrichment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11:00-11:30</td>
<td>Lunch A, Recess A, Math groups A</td>
<td>See breakdown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11:30-12:00</td>
<td>Lunch B, Recess B, Math groups B</td>
<td>See breakdown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12:00-12:30</td>
<td>Lunch C, Recess C, Math groups C</td>
<td>See breakdown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12:30-1-3:30</td>
<td>STEAM</td>
<td>Classroom STEAM lesson integrating arts with applied science and math</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-3:30-1:30</td>
<td>Challenge Hour</td>
<td>Multi-Age Challenge Based Learning Project Cohorts Collaborate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-3:30-1:30</td>
<td>Art in Action Fine Arts Classes</td>
<td>Classroom teacher individual prep time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1:30-1:45</td>
<td>Dismissal</td>
<td>End of day meeting, prepare for dismissal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1:45-3:00</td>
<td>Art in Action Fine Arts Classes</td>
<td>Classroom teacher individual prep time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3:00-3:30</td>
<td>Dismissal</td>
<td>Parents may register their students for a selection of private or small group instrumental music, voice, dance, acting, or visual art classes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Lunch / Recess / Groups Breakdown

<table>
<thead>
<tr>
<th>Time/Rotation</th>
<th>Lunch</th>
<th>Recess</th>
<th>Math Intervention Groups</th>
</tr>
</thead>
<tbody>
<tr>
<td>11:30-12:00</td>
<td>Grades 2-3</td>
<td>Grades 6-8</td>
<td>Grades 6-8</td>
</tr>
<tr>
<td>12:00-12:30</td>
<td>Grades 3-5</td>
<td>Grades 6-8</td>
<td>Grades K-2</td>
</tr>
<tr>
<td>12:30-1:00</td>
<td>Grades 6-8</td>
<td>Grades 6-8</td>
<td>Grades 6-8</td>
</tr>
</tbody>
</table>

### Art In Action Breakdown

<table>
<thead>
<tr>
<th>Day of the Week</th>
<th>Movement</th>
<th>Media</th>
<th>Theater</th>
<th>Music</th>
<th>Visual Art</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Grades K-1</td>
<td>Grades 2-3</td>
<td>Grades 4-5</td>
<td>Grades 6-7</td>
<td>Grades 8</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Grades 2-3</td>
<td>Grades 4-5</td>
<td>Grades 6-7</td>
<td>Grades 8</td>
<td>Grades K-1</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Grades 4-5</td>
<td>Grades 6-7</td>
<td>Grades 8</td>
<td>Grades K-1</td>
<td>Grades 2-3</td>
</tr>
<tr>
<td>Thursday</td>
<td>Grades 6-7</td>
<td>Grade 8</td>
<td>Grades 6-7</td>
<td>Grades 8</td>
<td>Grades 2-3</td>
</tr>
<tr>
<td>Friday</td>
<td>Grade 8</td>
<td>Grades K-1</td>
<td>Grades 2-3</td>
<td>Grades 4-5</td>
<td>Grades 6-7</td>
</tr>
</tbody>
</table>

### Early Release Fridays

<table>
<thead>
<tr>
<th>Time</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30-8:15</td>
<td>Grade Band PLC</td>
</tr>
<tr>
<td>8:15-8:30</td>
<td>Student Arrival</td>
</tr>
<tr>
<td>8:30-8:45</td>
<td>Attendance &amp; Class Huddles</td>
</tr>
<tr>
<td>8:45-10:00</td>
<td>Wit &amp; Wisdom, ELA with Social Studies, Science and Art Connections</td>
</tr>
<tr>
<td>10:00-10:30</td>
<td>Interventions- Whole School Book Clubs</td>
</tr>
<tr>
<td>10:30-11:10</td>
<td>Lunch A, Recess A, Math groups A</td>
</tr>
<tr>
<td>11:00-11:40</td>
<td>Lunch B, Recess B, Math groups B</td>
</tr>
<tr>
<td>11:40-12:10</td>
<td>Lunch C, Recess C, Math groups C</td>
</tr>
<tr>
<td>12:10-1:00</td>
<td>STEAM</td>
</tr>
<tr>
<td>1:00-1:30</td>
<td>Challenge Hour</td>
</tr>
<tr>
<td>1:30-2:30</td>
<td>Art in Action (classroom teacher prep time)</td>
</tr>
<tr>
<td>2:30-2:45</td>
<td>Class Huddle</td>
</tr>
<tr>
<td>2:45-3:00</td>
<td>Dismissal</td>
</tr>
<tr>
<td>3:00-4:00</td>
<td>Fine Arts and Classroom Teacher Collaboration and planning</td>
</tr>
</tbody>
</table>

### 2-hour delay schedule

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity Block</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00-10:00</td>
<td>Grade Band PLC</td>
<td>Contract Time starts at 7:30am, directly into collaborative PLC meeting/planning</td>
</tr>
<tr>
<td>10:00-11:00</td>
<td>Student Arrival Morning Duty</td>
<td>Rotates at each semester, mentoring student ambassador assistants</td>
</tr>
<tr>
<td>11:00-11:40</td>
<td>Attendance &amp; Class Huddles</td>
<td>Community Building, Character Education, Simple Interactions</td>
</tr>
<tr>
<td>11:40-12:10</td>
<td>Wit &amp; Wisdom, ELA with Social Studies, Science and Art Connections</td>
<td>Classroom Literacy Block</td>
</tr>
<tr>
<td>12:10-1:00</td>
<td>Lunch A, Recess A, Math groups A</td>
<td>Lunch Break</td>
</tr>
<tr>
<td>1:00-1:30</td>
<td>Lunch B, Recess B, Math groups B</td>
<td>Lunch Break</td>
</tr>
<tr>
<td>1:30-2:45</td>
<td>Dismissal</td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Activity</td>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12-12:30pm</td>
<td>Lunch, Recess, Math groups</td>
<td>Lead 10 students through enrichment math group</td>
</tr>
<tr>
<td>12:30-1:30</td>
<td>STEAM</td>
<td>Classroom STEAM lesson integrating arts with applied science and math</td>
</tr>
<tr>
<td>1:30-2:30pm</td>
<td>Challenge Hour</td>
<td>Mentor a multi-age group through Challenge Based Learning Project</td>
</tr>
<tr>
<td>2:30-3:15pm</td>
<td>Art in Action (classroom teacher prep time)</td>
<td>Prep Time while Fine Arts Teachers work with students</td>
</tr>
<tr>
<td>3:15-3:30pm</td>
<td>Class Huddle</td>
<td>End of Day classroom meeting, announcements, preparing for dismissal</td>
</tr>
<tr>
<td>3:30-3:45pm</td>
<td>Dismissal Duty</td>
<td>rotates at each semester</td>
</tr>
<tr>
<td>4:00pm</td>
<td>Teacher Contract Time End</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 6-
Admissions Policy &
Marketing Plan
Premier Arts Academy Admissions Policy, Lottery and Waitlist Procedures

POLICY
Premier Arts Academy’s admissions practices will comply with State law and applicable Federal laws, including Part B of the Individuals with Disabilities Education Act and Federal civil rights laws, including, but not limited to: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act of 1990. As a public charter school, admission will not be limited on the basis of intellectual ability, athletic ability, disability, gender identity, race, creed, national origin, religion, or ancestry, or any other criteria that would be unlawful. As per IC 20-24-5-5, the schools will enroll any eligible student who submits a timely enrollment application except when the number of applications for a grade level exceeds capacity. If the schools receive a greater number of applications than there are spaces for students, each timely applicant will be given an equal chance of admission via a lottery process.

Enrollment at Premier Arts Academy will be open to all Indiana residents. Guaranteed space will be given to students enrolled and admitted the prior year whose families complete the Returning Student Confirmation Form by the lottery deadline, and priority in the lottery will be given to siblings of students already enrolled and children of employees or board members. If fully completed applications exceed the number of spaces available applications will be drawn by a random selection lottery process. The application will be available on the school website and will be process through SchoolMint, an online portal that streamlines the enrollment process. Parents/guardians who need assistance with online forms may make an appointment at the school office for assistance. Complete applications received after the open enrollment period closes, but before the lottery, will not be eligible to participate in the lottery, but will be added to the end of the waiting list created at the time of the lottery. A random selection lottery process will be held within 1 week of the close of open enrollment. The school will notify all applicants of the public drawing’s time and place.

The lottery is blind to disabilities, testing, grades, etc. Prospects will be assigned random numbers. Numbers will be drawn until all classroom seats are filled, then a waiting list will be established, in the order in which numbers were drawn, to fill openings during the school year for which the student applied. After all eligible names are drawn, the names of applicants who filed after the close of open enrollment will be added. All applicants offered enrollment shall be required to affirmatively respond to an offer of enrollment on or before the enrollment deadline by completing all required tasks in the enrollment phase of the online system. Those not responding by the enrollment deadline will be required to re-submit an application. Applications received after the deadline will be added in the order in which they were received. Applicants on the waiting list must re-submit an application for the following year prior to the enrollment window for the next academic year. Once admitted, students will remain eligible to be admitted for successive years without having to re-enter the selection process.
LOTTERY PROCESS
Each year a lottery is conducted for available spaces not allocated to siblings of currently enrolled students. All applications received are treated in the following two ways:

I. Applicants with siblings CURRENTLY enrolled at Premier Arts Academy and applicants that are children of current staff or board members, are automatically offered a space for the current school year.

II. New applicants to the school, who do not have siblings currently enrolled and are not children of current staff or board members, will participate in a lottery for available space or waitlist position.

Please note that to be eligible for the lottery, applications must be received by the deadline established for each year. Applications received after the lottery will be added to the bottom of the waitlist.

The following steps are to be taken during the lottery process:

1. The names of students who have siblings CURRENTLY in the school and those that are the children of current staff or board members, will be assigned to a space. (i.e. John Doe space #1)
2. The name and any UNENROLLED sibling information for each child will be placed in an envelope.
3. All envelopes will go into a large clear container.
4. A non-affiliated school representative will select an envelope.
5. The name of that child will be read and assigned to a space (i.e. Jane Doe# 22)
6. In the event that a child selected has an UNENROLLED sibling in another grade level, the sibling will be placed on the next available waitlist spot behind waitlist siblings of students currently enrolled. This may affect overall waitlist status of other students.
7. In the event a twin or child with a same household sibling in kindergarten is selected, the twin or sibling of a child in the same household will be AUTOMATICALLY enrolled. Note: If a twin is selected for the last available space, we will oversubscribe in one class to accommodate the other twin/sibling. This process will continue until all spaces are full.
8. Once the spaces are filled, the lottery process will continue, and students will be placed on the waitlist in the order selected. (i.e. Bob Smith #1 on the waitlist)
9. In the event a child of a student placed on a waitlist has an UNENROLLED sibling, the sibling will REMAIN on the waitlist according to the date the application was received until either applicant is admitted. Once one of the applicants is admitted sibling preference will then apply for the other applicant.

AFTER THE LOTTERY

I. Following the lottery, all students selected in the lottery, and those waitlisted will be contacted via e-mail and phone within 1 business day. If a communication is not received within 24 hours of the lottery, it is the family’s responsibility to contact the school.

II. Families will have 5 business days to complete necessary paperwork and turn in all enrollment forms listed on the website to reserve their space.

III. IF a family receives a space in the initial lottery, but does NOT meet the aforementioned deadlines, the space will be released, and the family will need to REAPPLY for admission and will be placed on the waitlist in the order received.
IV. Vacated spaces will be released to individuals on the waitlist.
V. This process will continue until all classes are full.
VI. It is the responsibility of the family to make sure the school has their correct contact information. If there are any changes to their phone number or email through the enrollment process, they must notify the school office immediately.

FROM WAITLIST
I. When a space becomes available, the family will be contacted via e-mail first and then by phone.
II. Families will have 5 business days to accept offer, complete necessary paperwork and schedule an appointment with the Admissions Advisor/Office Support Specialist to turn in enrollment paperwork to reserve their space.
III. If the paperwork is not received by the 5th day, and a phone message (rather than speaking to a live person) had been left regarding the available space, Premier Arts Academy will make a follow-up phone call.
IV. IF a family receives a space but does NOT meet the aforementioned deadlines, the space will be released, and the family will need to REAPPLY for admission and will be placed on the waitlist in the order received.
V. This process will continue until all classes are full.
VI. After the first Sunday in August, families contacted MUST (a) accept the offer of enrollment within 24 hours by phone or email; AND (b) turn in all required enrollment and registration paperwork and pay all required fees by the date specified in the offer (which will be the close of the 5th business day after the date of the offer). Failure to satisfy either of these requirements will result in revocation of the offer.
VII. It is the responsibility of the family to make sure the school has their correct contact information. If there are any changes to their phone number or email through the enrollment process, they must notify the school office immediately.
Recruitment Timeline for 2023-2024 school year:

September 2022- Pop up recruitment events in strategically located host sites to inform diverse populations about the opening and recruitment process of the Premier Arts Academy. Roll out of the website, social media, print, and email campaign.

October 2022- Weekly information nights hosted at varied locations to meet the admin team and hear about enrollment procedures.

November 2022- Pre-enrollment period opens. Families may begin to submit their pre-enrollment paperwork to be included in the lottery (if interest exceeds capacity).

December 2022- Pop up recruitment events and information nights continue.

January 2023- Big media push for pre-enrollment period. Deadline January 31st.

February 7, 2023- Lottery

February 14, 2023- Deadline to complete enrollment paperwork and accept position.

February 15, 2023- Waitlisted students are notified of openings

February 22nd, 2023- Deadline for waitlisted students who were offered positions on Feb 15th to complete enrollment paperwork and accept position.

March 1st- New student & family social

March 2023- If there are seats still available, continue recruitment campaign

April 2023- Communications about Summer Events to new families.

May 2023- Student handbook, uniform information, Parent Advisory Council info, Invite to Back to School BBQ sent to families.

June-July- Varied summer performance and social events to build community.

August 15, 2023- Back to School BBQ

August 17, 2023- First Day of School
<table>
<thead>
<tr>
<th>Category &amp; Recruitment</th>
<th>Action Item</th>
<th>Acceptable Documentation</th>
<th>Notes</th>
<th>Person Assigned</th>
<th>Due Date</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Develop school message/image</td>
<td>Logo, color &amp; design guidelines</td>
<td>we have initial concepts we are reviewing</td>
<td>CG, AM</td>
<td>1/30/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Develop a marketing plan</td>
<td>Marketing plan &amp; calendar</td>
<td>this plan will be reviewed by our marketing team and tweaked, but this is the first draft</td>
<td>AM, CG, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Develop Website</td>
<td>Website Link</td>
<td></td>
<td>AM, CG, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Develop Brochure</td>
<td>Pdf of Brochure</td>
<td></td>
<td>AM, CG, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Develop a system for organizing student applications</td>
<td>Description or link to software</td>
<td></td>
<td>KW</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Develop a student application packet and form</td>
<td>application packet</td>
<td></td>
<td>AM, KW, SK, TS</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Establish student recruitment deadlines</td>
<td>Recruitment Calendar</td>
<td></td>
<td>AM, KW, TS</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Schedule and advertise Potential Student Open House and Information Nights</td>
<td>Recruitment calendar, advertisements, surveys/notes after open house</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Add school information to all Premier Arts Cast Meetings &quot;Captive Audience&quot;</td>
<td>Cast Meeting agenda</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>School advertisement in every Premier Arts program book</td>
<td>advertisement, program book</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>School photo collage playing before every Premier Arts production &quot;Captive Audience&quot;</td>
<td>photo collage</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Presentations to parents at our partner pre-school programs</td>
<td>recruitment calendar</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>School brochures and targeted lunchtime presentations to employees at local companies</td>
<td>recruitment calendar</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Create social media accounts and start building following</td>
<td>Social media platforms</td>
<td>Facebook, Twitter, Instagram, Tik tok</td>
<td>TS</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Set up online newsletter template</td>
<td>Template</td>
<td>Through Schoolmint, or Constant contact</td>
<td>TS</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Pop up recruitment events begins</td>
<td>Invitations &amp; Info Cards</td>
<td>use strategically located sites for diverse audiences, these will continue periodically throughout the fall and winter.</td>
<td>AM, CG, TS, SK</td>
<td>9/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Weekly info nights begin</td>
<td>Invitations &amp; Info Cards</td>
<td>hosted in various locations to meet the admin team and hear about enrollment procedures</td>
<td>AM, CG, TS, SK</td>
<td>10/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Pre-enrollment application goes live</td>
<td>website and application</td>
<td>utilize Schoolmint</td>
<td>AM, TS</td>
<td>11/1/22</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Action Item</td>
<td>Acceptable Documentation</td>
<td>Notes</td>
<td>Person Assigned</td>
<td>Due Date</td>
<td>Date Completed</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Social Media Ads with Geo targeting commence</td>
<td>Social Media analytics</td>
<td>target locations such as The Lerner Theater, Dance Studios, Goshen Theater, churches with large youth groups</td>
<td>AM, CG, TS, SK</td>
<td>12/1/2022</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Big media and social media push before the close of open enrollment</td>
<td>Media hits, social media analytics, digital newsletter click rates</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>1/1/2023</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Open Enrollment Deadline</td>
<td>Closed application</td>
<td>All applications after this point will be placed on a waitlist</td>
<td>TS</td>
<td>1/31/2023</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Conduct Lottery</td>
<td>Lottery policies, live video of lottery</td>
<td>Only necessary if we have more student interest than spots available</td>
<td>KW, TS</td>
<td>2/7/23</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Deadline to complete enrollment paperwork and accept position (following Lottery)</td>
<td>List of families with complete enrollment paperwork</td>
<td>These are students that didn't get in on the initial lottery but may be invited to attend if lottery winners choose not to attend or are delinquent in turning in their enrollment paperwork.</td>
<td>AM, TS</td>
<td>2/14/2023</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Waitlisted students are notified of openings</td>
<td>List of openings and waitlisted students, when they were notified and how</td>
<td></td>
<td>TS</td>
<td>2/15/2023</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Deadline to complete enrollment paperwork and accept position (following waitlist notifications)</td>
<td>List of families with complete enrollment paperwork</td>
<td>We have to start building community ASAP. This will be the 1st of monthly social events until we open.</td>
<td>TS</td>
<td>2/22/2023</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>New student and family social</td>
<td>Invitation and RSVP list</td>
<td>AM, CG, TS, SK</td>
<td>3/1/2023</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>If there are seats still available, recruitment campaign continues</td>
<td>Calendar of events and tweaked plan</td>
<td>This can continue indefinitely until we hit our recruitment goals</td>
<td>AM, CG, TS, SK</td>
<td>3/1/2023</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Communications about Spring/Summer Community-Building Events distributed to families</td>
<td>Calendar</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>4/1/2023</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Student handbook, uniform information, PAC info, Invitation to Back to School BBQ distributed to families</td>
<td>Welcome Packet</td>
<td>We will need staff available after this goes out to answer questions via phone and email.</td>
<td>AM, CG, TS, SK</td>
<td>5/1/2023</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Back to School BBQ</td>
<td>Invite</td>
<td>See the classroom, bring in school supplies, sign up for clubs, community art project, purchase school gear, socialize</td>
<td>AM, CG, TS, SK</td>
<td>8/15/2023</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>First Day of School</td>
<td>School Calendar</td>
<td></td>
<td></td>
<td>8/17/2023</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Varied social, community building, volunteer events</td>
<td>monthly</td>
<td>June &amp; July</td>
<td>AM, CG, TS, SK</td>
<td>6/1/2023-7/31/2023</td>
<td></td>
</tr>
</tbody>
</table>
Premier Arts Academy Discipline Policy Outline:

The Board shall require each student of this Academy to adhere to the Code of Conduct approved by the Board and to submit to such disciplinary measures or restorative practices as are appropriately assigned for infraction of those rules. Core expectations shall require that students:

· conform to reasonable standards of socially-acceptable behavior;
· respect the person and property of others;
· preserve the degree of order necessary to the educational program in which they are engaged;
· respect the rights of others;
· obey constituted authority and respond to those who hold that authority.

The Head of School shall develop guidelines for student conduct which carry out the purposes of this policy and:

· are not arbitrary but bear a reasonable relationship to the need to maintain a school environment conducive to learning;
· do not discriminate among students;
· do not demean students;
· do not violate any individual rights constitutionally guaranteed to students.

The Head of School shall designate sanctions, excluding corporal punishment, for the infractions of rules which shall:

· relate in kind and degree to the infraction;
· help the student learn to take responsibility for his/her actions;
· be directed, where possible, to reduce the effects of any harm which may have been caused by the student's misconduct.

The Head of School shall publish to all students and their parents the rules of this Academy regarding student conduct, the sanctions which may be imposed for breach of those rules, and the due process procedures that will be followed in administering the Academy Code of Conduct.

The Head of School shall have the authority to assign discipline to students, subject to guidelines and the student's due process right to notice, hearing, and appeal.

Teachers and other employees of this Board having authority over students shall have the authority to take such means as may be necessary to control the disorderly conduct of students in all situations and in all places where such students are within the jurisdiction of this Board; and/or when such conduct interferes with the educational program of the schools or threatens the health and safety of others.

In matters relating to the disciplining of students with disabilities, the Governing Board shall abide by Federal and State laws regarding suspension and expulsion. The Head of School shall establish guidelines and ensure they are properly used when disciplining any student with a disability. The Governing Board is continually concerned about the safety and welfare of Academy students and staff and, therefore, will not tolerate behavior that creates an unsafe environment, a threat to safety or undue disruption of the educational environment.
Factors to be Considered Before Suspending or Expelling a Student

The Board also recognizes that exclusion from the educational program of the schools is a severe sanction that should only be imposed after careful and appropriate consideration.

Except as otherwise noted below with respect to possession of a firearm in a weapon free school zone, if suspension or expulsion of a student is considered, the Board (Head of School) shall consider the following factors prior to making a determination of whether to suspend or expel:

- the student's age
- the student's disciplinary history
- whether the student has a disability
- the seriousness of the violation or behavior
- whether the violation or behavior committed by the student threatened the safety of any student or staff member
- whether restorative practices will be used to address the violation or behavior
- whether a lesser intervention would properly address the violation or behavior

The Board will exercise discretion over whether or not to suspend or expel a student. In exercising that discretion for a suspension of more than ten (10) days or expulsion, there is a rebuttable presumption that a suspension or expulsion is not justified unless the Board can demonstrate that it considered each of the factors listed above. For a suspension of ten (10) days or fewer, there is no rebuttable presumption, but the Head of School will still consider these factors in making the determination.

Restorative Practices

The Board shall consider using restorative practices as an alternative to or in addition to suspension or expulsion. If the Academy determines that it will utilize restorative practices in addition to or as an alternative to suspension or expulsion of a student, it will engage in restorative practices which emphasize repairing the harm to the victim and school community caused by the student's misconduct.

Restorative practices should be the first consideration to remediate offenses such as interpersonal conflicts, bullying, verbal and physical conflicts, theft, damage to property, class disruption and harassment and cyberbullying.

If the Board decides to utilize restorative practices as an alternative to or in addition to suspension or expulsion, the restorative practices may include victim-offender conferences that:

- are initiated by the victim;
- are approved by the victim's parent or legal guardian
- are attended voluntarily by the victim, a victim advocate, the offender, members of the school community, and supporters of the victim and the offender (the "restorative practices team");

Conferences would provide an opportunity for the offender to accept responsibility for the harm caused to those affected, and to participate in setting consequences to repair the harm, such as requiring the student to apologize; participate in community service, restoration of emotional or material losses, or counseling; pay restitution; or any combination of these.
The selected consequences and time limits for their completion will be incorporated into an agreement to be signed by all participants.

**Due Process**

The Board recognizes exclusion from the educational programs of the Academy, whether by suspension or expulsion, is the most severe sanction that can be imposed on a student and is one that cannot be imposed without appropriate due process, since exclusion deprives a child of the right to an education.

In all cases resulting in short-term suspension, long-term suspension or expulsion, appropriate due process rights must be observed. The Head of School shall check to make sure the student is not classified as disabled under Section 504. Students with disabilities under IDEA or Section 504 shall be expelled only in accordance with their rights under Federal law.

For purposes of this policy, suspension shall be either short-term (not more than ten (10) days) or long-term (for more than ten (10) days but less than permanent expulsion) removal of a student from a regular Academy program. The Head of School may suspend a student for a period not to exceed 10 school days.

For purposes of this policy, unless otherwise defined in Federal and/or State law, expulsion is defined as the permanent exclusion of a student from the Academy. Students who are expelled may petition for reinstatement as provided below.

**Emergency Removal or Short-Term Suspension**

A student may be removed from a class, subject, or activity for one (1) day by his/her teacher for certain conduct as specified in the Code of Conduct, or he/she may be given a short-term suspension by the Head of School. A student so removed may not be allowed to attend other classes taught by other teachers during the term of the one (1) day removal. A student removed from the same class for ten (10) days will be entitled to the process for short-term suspensions. A student removed from the same class for more than ten (10) days will be entitled to due process for long-term suspensions. The Board designates the Head of School as its representative at any hearings regarding the appeal of a suspension.

**Long-Term Suspension or Expulsion**

Due process shall be followed in all circumstances in which a student may be expelled or suspended for a period of more than ten (10) days.

The Head of School may recommend to the Board a long-term suspension or that a student be expelled.

In all cases resulting in short-term suspension, long-term suspension, or expulsion, appropriate due process rights must be observed. In determining whether a student is to be suspended or expelled, Academy Administrators shall use a preponderance of evidence standard.
The Head of School shall develop procedures to implement this policy that shall include the following:

· strategies for providing special assistance to students in danger of being expelled and not achieving the academic outcomes of the Academy's core curriculum;
· standards of behavior for all students in accordance with Academy Board policy on student discipline;
· procedures that ensure due process; and
· provision for make-up work at home, when appropriate.

**Persistent Disobedience or Gross Misconduct/CSC Against Another Academy Student**

Any student may be removed from the classroom, and/or, after consideration of the factors identified above, suspended or expelled for persistent disobedience or gross misconduct or if the student commits criminal sexual conduct against another student enrolled in the Academy regardless of the location of the conduct.

In recognition of the negative impact on a student's education, the Board encourages the Academy's administrators to view suspensions, particularly those over ten (10) days, and permanent expulsions as discipline of last resort, except where these disciplines are required by law. Alternatives to avoid or to improve undesirable behaviors should be explored when possible, prior to implementing or requesting a suspension or expulsion.

**Physical and Verbal Assault**

Physical assault is defined as "intentionally causing or attempting to cause physical harm to another through force or violence." Verbal assault is a communicated intent to inflict physical or other harm on another person, with a present intent and ability to act on the threat.

"At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises.

Unless a different determination is made after consideration of the factors identified above, the Academy shall suspend or expel a student in grade six or above and may discipline, suspend or expel a student in grade five (5) and below for a period of time as determined at the Board's discretion if the student commits verbal assault at school against an Academy employee, volunteer, or contractor or makes a bomb threat or similar threat directed at school building, property, or at a school-related activity.

The Academy may provide appropriate instructional services at home for an expelled student. The instructional services provided shall be similar to those provided to homebound or hospitalized students and shall be contracted for in the same manner.

**Weapons, Arson, Criminal Sexual Conduct**
In compliance with State and Federal law, and unless a different determination is made after consideration of the factors identified above, the Academy shall expel any student who possesses a dangerous weapon, other than a firearm, in the Academy’s weapon-free school zone (except as noted below), commits either arson or criminal sexual conduct in a school building or on school property, including school buses and other Academy transportation, or pleads to, is convicted of or is adjudicated of criminal sexual conduct against another student enrolled in the Academy.

In compliance with State and Federal law, the Academy shall expel any student who possesses a firearm in the Academy’s weapon-free school zone in violation of State law, unless the student can establish the mitigating factors relating to possession of a dangerous weapon set out below, by clear and convincing evidence.

The Academy need not expel a student for possession of a dangerous weapon, including a firearm, if the student can establish in a clear and convincing manner the following mitigating factor(s) to the satisfaction of the Board the:

- object or instrument was not possessed for use as a weapon, or for direct (or indirect) delivery to another person for use as a weapon; or
- weapon was not knowingly possessed; or
- student did not know (or have reason to know) that the object or instrument in his/her possession constituted a dangerous weapon; or
- weapon was possessed at the suggestion, request, direction of, or with the express permission of the Head of School or the police.

There is a rebuttable presumption that expulsion for possessing the weapon is not justified if the Board determines in writing that the student has established that he or she fits under one of the exceptions above by clear and convincing evidence, and that the student has no previous history of suspension or expulsion.

**Due Process Rights**

The Board recognizes the importance of safeguarding a student’s constitutional rights, particularly when subject to the Academy’s disciplinary procedures.

To better ensure appropriate due process is provided a student, the Board establishes the following:

**Students Subject to Short-Term Suspension**

Except when emergency removal is warranted, a student must be given at least oral notice of the charges against him/her and the opportunity to respond prior to the implementation of a suspension. When emergency removal has been implemented, notice and opportunity to respond shall occur as soon as reasonably possible. The Head of School or other designated administrator shall provide the opportunity to be heard and shall be responsible for making the suspension decision. An appeal may be addressed to the Head of School whose decision will be final.

**Students Subject to Long-Term Suspension and Expulsion**
A student and his/her parent or guardian must be given written notice of the intention to suspend or expel and the reasons therefore and must also be given an opportunity to appear before the Board with a representative to answer the charges. The student and/or his/her guardian must also be provided a brief description of the student’s rights and the hearing procedure, a list of the witnesses who will provide testimony to the Board, and a summary of the facts to which the witnesses will testify. At the student/parent's request, the hearing shall be held in closed session, but the Board must act publicly. The Board shall act by providing a written decision on any appeal of an expulsion, a request for reinstatement, or a request for admission after permanent expulsion from another school.

The Head of School shall develop procedures to ensure all members of the staff use the above guidelines when dealing with students. In addition, this statement of due process rights shall be placed in all student handbooks, in a manner that facilitates understanding by students and their parents.

**Corporal Punishment**

While recognizing that students may require disciplinary action in various forms, the Board does not condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

Staff shall not use physical force or violence to compel obedience. If all other means fail, staff members may always resort to the removal of the student from the classroom or Academy through suspension or expulsion procedures.

Within the scope of their employment, all staff may use reasonable force and apply restraint to accomplish the following:

- restrain or remove a student who refuses to comply with a request to behave or report to the office;
- quell a disturbance threatening physical injury to self or others;
- obtain possession of weapons or other dangerous objects within the control of the student, for either self-defense; or
- the protection of persons or property.

In accordance with State law, corporal punishment shall not be permitted. If any staff member (full-time, part-time, or substitute) deliberately inflicts, or causes to be inflicted, physical pain upon the student (by hitting, paddling, spanking, slapping or any other kind of physical force) as a means of discipline, the staff member may be subject to discipline and possibly criminal assault charges. This prohibition also applies to volunteers and those with whom the Academy contracts for services. The Head of School shall provide guidelines, including a list of alternatives to corporal punishment.

**Removal, Suspension, and Expulsion of Students with Disabilities**

The Academy shall abide by Federal and State laws in matters relating to discipline, suspension, and expulsion of disabled students.
Attachment 7.5-
PTA Rubric & Volunteer Opportunities
PTA National Standards for Family-School Partnerships: An Implementation Guide
# Table of Contents

**Introduction** .................................................................................5  
Achieving High Standards ..........................................................5  
About This Implementation Guide ..............................................6  

**Standard 1—Welcoming All Families into the School Community** .................10  
Engaging Families at Fishkill Elementary ....................................11  
Action Steps ..........................................................13  
Resources ..........................................................14  

**Standard 2—Communicating Effectively** ...............15  
Communicating at Eastwood Elementary ....................................16  
Action Steps ..........................................................17  
Resources ..........................................................18  

**Standard 3—Supporting Student Success** .............19  
Students for Success at Fremont High ....................................20  
Action Steps ..........................................................21  
Resources ..........................................................22  

**Standard 4—Speaking Up for Every Child** .............23  
Speaking Up at Appoquinimink Early Childhood Center ............25  
Action Steps ..........................................................26  
Resources ..........................................................27  

**Standard 5—Sharing Power** .................................................29  
Building Families’ Political Connections in San Ramon Valley ...30  
Action Steps ..........................................................31  
Resources ..........................................................32
Standard 6—Collaborating with Community......33
Making Van Bokkelen Elementary a Community Hub........34
Action Steps........................................................................35
Resources.............................................................................36

The Power of Partnerships Family Survey ........37

National Standards for Family-School Partnerships Assessment Guide ..................39
Introduction: Measuring Success ............................................40
Standard 1—Welcoming All Families into the School Community ....41
Standard 2—Communicating Effectively....................................45
Standard 3—Supporting Student Success .................................49
Standard 4—Speaking Up for Every Child.................................54
Standard 5—Sharing Power ..................................................60
Standard 6—Collaborating with Community................................64

Family-School Partnership Action Plan Template..............................67

Family-School Partnership Action Plan Sample..............................68
Achieving High Standards
Our children are being educated in an era of standards. Ever since A Nation at Risk was published in 1983, our country has focused on raising the bar for students and teachers. The states were followed by the federal government in insisting that high standards be set for all students, with regular assessments—high-stakes tests—to see if students are measuring up. In 1997, PTA responded to the challenge of ensuring student achievement by issuing its own national standards for parent and family involvement, a proven factor in student success.

Now it’s time to raise the bar again. Our students are making progress but not nearly enough to meet our nation’s ambitious goal, established in the No Child Left Behind Act, of all students being proficient in all subjects by 2014. According to the National Assessment of Educational Progress, only about a third of our 4th- and 8th-graders can read and do math at a proficient level.

<table>
<thead>
<tr>
<th>Grade 4</th>
<th>Grade 8</th>
<th>Grade 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>39%</td>
<td>33%</td>
<td>—</td>
</tr>
<tr>
<td>32%</td>
<td>31%</td>
<td>33%</td>
</tr>
<tr>
<td>—</td>
<td>—</td>
<td>29%</td>
</tr>
</tbody>
</table>

There is no alternative to high expectations. And if we want children to achieve at even higher levels, we must also expect more from their parents and families. This means we must agree on what the standards for family engagement are and know what meeting those standards looks like. Using the most recent research and working with national experts, PTA updated its national standards in 2007.* These six standards identify what parents, schools, and communities can do together to support student success.

*When developed in 1997, the standards were called the National Standards for Parent/Family Involvement Programs. With a shift in focus from what schools should do to involve parents to what parents, schools, and communities can do together to support student success, the updated standards were renamed the National Standards for Family-School Partnerships.
PTA National Standards for Family-School Partnerships

Standard 1—Welcoming All Families into the School Community
Families are active participants in the life of the school, and feel welcomed, valued, and connected to each other, to school staff, and to what students are learning and doing in class.

Standard 2—Communicating Effectively
Families and school staff engage in regular, two-way, meaningful communication about student learning.

Standard 3—Supporting Student Success
Families and school staff continuously collaborate to support students’ learning and healthy development both at home and at school, and have regular opportunities to strengthen their knowledge and skills to do so effectively.

Standard 4—Speaking Up for Every Child
Families are empowered to be advocates for their own and other children, to ensure that students are treated fairly and have access to learning opportunities that will support their success.

Standard 5—Sharing Power
Families and school staff are equal partners in decisions that affect children and families and together inform, influence, and create policies, practices, and programs.

Standard 6—Collaborating with Community
Families and school staff collaborate with community members to connect students, families, and staff to expanded learning opportunities, community services, and civic participation.

About This Implementation Guide
PTA developed the National Standards for Family-School Partnerships Implementation Guide to empower PTA leaders, parents, educators, community members, and students to work together for the educational success of all children and youth.

Research consistently demonstrates the benefits of family-school-community partnerships:
- Higher teacher morale
- Increased communication among parents, teachers, and school leaders
More parent involvement in supporting teaching and learning
More community support for the school
Greater student success

But effectively engaging families and communities in schools to support student learning takes a true commitment to shared leadership and collaboration. Here you’ll find a comprehensive and practical guide to achieving high standards for involvement.

For each standard, the guide provides the following information:
- A definition of the standard, followed by a brief explanation of its importance and a discussion of the key goals
- Expert insights, which can help convince educators of the standard’s value
- A local success story from a school community making real progress toward meeting that standard
- Action steps for your school community
- Additional resources to enhance your understanding and help your school meet the standard

The guide also contains:
- The National Standards Assessment Guide, with specific goals, indicators, and examples of what good practice looks like;
- The Power of Partnerships Family Survey; and
- A Family-School Partnership Action Plan Template and Sample.

Who Should Be Using the Guide
Anyone who has a stake in improving schools and making sure children succeed should find this implementation guide to be a useful tool: PTA leaders, other parent leaders, school administrators, school board members, policy makers at all levels, teacher training institutions, education advocates, community organizations, and more.

This guide focuses on implementation at the local school level, because, ultimately, change must happen within each school building and each school community—where the learning happens. Nevertheless, many of the actions recommended will require district policies, resources, professional development, and support if they are to be achieved and sustained.

Share this assessment guide with your school action team, principal, school board members, community partners, and others as you build family-school partnerships for student success.
How to Use the Guide

This guide will help local school communities implement programs, practices, and policies that encourage partnerships between families, schools, and communities and promote student success. Use the guide and the supporting resources at PTA.org/partnerships to educate your community about the importance of family involvement, and to direct the development of effective partnerships.

To put these materials to best use, form a school action team focused on promoting family and community involvement. Include parents, other caregivers and family members, school staff, community members, and even students. Have the whole team familiarize themselves with the whole guide, but also consider establishing a subteam for each standard. Offer opportunities for a diverse group of individuals to lead those subteams.

Once the organizational structure is in place, consider the following steps:

**Step 1**
Assess your school’s current practices for engaging families and the community in improving school climate and student success. Invite each member of the action team to review the National Standards Assessment Guide and identify how well he or she thinks the school is doing on each indicator (excelling, progressing, emerging, or below the scale). Compile the results and discuss them with the whole team and the school principal to decide where and how to focus efforts. The action team should also distribute the Power of Partnerships Family Survey to make sure the team’s perspective is consistent with that of the broader school community.

**Step 2**
Begin planning based on the assessment, survey findings, and your discussions with the school principal. The guide provides a number of action ideas for each standard to help you get started, as well as success stories showing how real schools have more effectively engaged families. Use the action plan template to document your goals and objectives. Remember, building successful partnerships between families and schools is a process, not an event. One-time events can be a good beginning, but it’s important to make sure there’s a continued connection to supporting student learning.

**Step 3**
Present the action plan to the school community for feedback and buy-in. When families feel invited into the development of involvement programs, practices, and policies, there is a greater likelihood of success.

**Step 4**
Put the plan into action and monitor your progress throughout the school year. Your action plan should be a living document. If something is not working, go back to the plan and make the necessary changes.
Step 5
At the end of the school year, document your successes and share them with the school community, which includes families, students, teachers, the superintendent, school board members, the local newspaper and other media, community members, businesses and other potential donors, and partnering organizations. PTAs are also encouraged to share their successes with the PTA national office via e-mail to partnerships@pta.org. A customizable PTA Report to the Community template is available at PTA.org/partnerships.

Step 6
As you plan for the next school year, explore how you can build on your accomplishments. Learn from the strategies that did and did not work, and always seek opportunities to engage new and different voices in the process.

“Families” and “parents” are used interchangeably to refer to adults who are responsible for a student. “Families from all backgrounds and neighborhoods” and “diverse families” include families from all races, ethnicities, cultures, religions, family structures, and economic levels, as well as those with physical or mental challenges.
Families are active participants in the life of the school, and feel welcomed, valued, and connected to each other, to school staff, and to what students are learning and doing in class.

Schools are all about relationships. The interactions among teachers, students, families, principals, other school staff, and visitors set the tone for everything else. That’s why the first of the National Standards for Family-School Partnerships is about creating a welcoming school community. Walk into any school and you can feel right away if it’s a happy, productive place where people enjoy working and learning or if it’s…something else. Parents tell us that being greeted warmly and treated with respect is the number one reason behind their school involvement.

There are two main goals for the standard of welcoming all families into the school community. The first is creating a welcoming climate. When families walk into the school building, they should feel that it is a place where they “belong.” Are there opportunities for families to develop personal relationships with teachers and other school staff, including the principal? Is the atmosphere family-friendly for everyone, not just for the in crowd? Are there many ways to volunteer and help out, even for parents who may be working two jobs or don’t speak English, live near the school, or have a car?

The Importance of Trust

A study of trust in Chicago schools found that higher-achieving schools had higher levels of trust, while schools with the lowest achievement rates had minimal trust. The researchers used four qualities to define trust:

- **Respect**: Recognizing that each person plays an important role in a child’s education and knowing that parents and educators can talk honestly and openly
- **Competence**: Feeling that families and educators can create an effective working environment and will work hard to get the job done
- **Integrity**: Feeling that people keep their word, doing what they say they will do, and always put the best interests of children first
- **Personal regard**: Knowing that people in the school community are willing to go out of their way to help each other

The second goal for this standard is building a respectful, inclusive school community. All the school’s policies and programs should reflect, respect, and value the diversity of the families in the community. Do school staff value the contributions of all families and work together with families to identify and address barriers to involvement, such as differences of race, education, and culture? Are events, programs, and activities for families and students low-cost or free? Are they open to the whole family and offered at convenient times and places?

Engaging Families at Fishkill Elementary

The Challenge

Fishkill Elementary is a school of nearly 500 students in New York’s Hudson Valley, approximately 90 miles north of New York City. It serves a diverse community in which many of the parents commute to full-time jobs or take care of younger children at home, making involvement in the school difficult.

The Joining Process

In her research at a high-performing elementary school in Boston that serves low-income families, education expert Karen Mapp found that the school had intentionally developed a set of practices that embraced parents and made them feel part of the school’s family. Mapp calls this the “joining process.” It has three parts:

1. Welcoming parents into the school, including visiting new families at their homes
2. Honoring parents’ participation, such as by listening to their ideas and thanking them
3. Connecting with families by focusing on the children and what they’re learning


Motivating Parent Involvement

Researchers have found three key factors that affect whether parents are motivated to become involved in their children’s learning:

1. How parents develop their job descriptions as parents: Do they know what the school expects them to do? What do their friends and family think is acceptable?
2. How confident they feel about their ability to help their children: Do they feel they have the knowledge and skills to make a difference?
3. Whether they feel invited, both by their children and the school: Do they get strong, positive signals from teachers and students that they should be involved?

The Action
To make volunteer opportunities more accessible and more appealing, and thus increasing parent involvement in the school, the Fishkill School Leadership Team decided to initiate PTA Three for Me. The principal introduced the program at Parents as Partners Night at the start of the school year. Teachers wore “Ask Me About Three for Me” badges, used in-class introductions to invite parents to complete Three for Me promise cards, and explained how parents could volunteer on committees, at events, in the classroom, or even from home. Throughout the year, the PTA newsletter featured volunteer opportunities, while the program’s coordinator regularly distributed program reminders, progress reports, and volunteer stories.

The Impact
Three for Me was a catalyst for parent involvement. Seventy percent of the school’s families now complete at least three hours of volunteer work during the year, with a significant number continuing to volunteer beyond their original commitment. The school has developed a more welcoming climate and a culture of volunteering thanks to this growing network of parent volunteers. Parents who previously just crossed paths when picking up their children now have relationships with each other through their volunteering efforts, and everyone is invested in the common goal of supporting every child’s school success.
Action Steps

Getting Started

- Establish a PTA welcoming committee responsible for identifying ways to make all families feel welcome.
- Survey family members and school staff to determine how family-friendly your school is.

<table>
<thead>
<tr>
<th>What Parents and Parent Leaders Can Do</th>
<th>What School Leaders and Staff Can Do</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Greet other parents at school activities and events; sit with someone you don’t know and get to know them.</td>
<td>1. Work with the school council to develop customer service guidelines to be used by school staff.</td>
</tr>
<tr>
<td>2. Recruit bilingual parents to greet and interpret for families whose first language isn’t English. Ask the school district to provide translation headsets for parent meetings.</td>
<td>2. Set up a parent help desk or visitor welcome center outside the school office.</td>
</tr>
<tr>
<td>3. Offer family activities at low or no cost so everyone can participate; budget PTA/parent group funds for this purpose.</td>
<td>3. Conduct meet-and-greet walks in the neighborhoods where students live.</td>
</tr>
<tr>
<td>4. Work to change the conversations going on over the back fence. If people complain about “immigrants” or use ethnic slurs, stay positive and point out the contributions all families can make to the community.</td>
<td>4. Use a professional development day to address assumptions about race, class, and culture.</td>
</tr>
<tr>
<td>5. Hold meetings in a variety of community locations (e.g., the local library, a community center, a church) to make them accessible to all.</td>
<td>5. Explore the need for and feasibility of establishing a family resource center in the school.</td>
</tr>
<tr>
<td>6. Be accessible and available. It’s one thing to say families are welcome and valued, but another thing to show it.</td>
<td></td>
</tr>
</tbody>
</table>
Resources

*Beyond the Bake Sale: The Essential Guide to Family-School Partnerships*, by Anne T. Henderson, Karen L. Mapp, Vivian R. Johnson, and Don Davies (New York: The New Press, 2007), examines, among other things, how to know whether your school is really open to partnerships (chapter 3) and how to develop trusting relationships (chapter 4). Chapter 4 ends with a checklist for determining how family-friendly your school is. For a free copy of the checklist and more information about the book, go to www.thenewpress.com/bakesale.

*Building Relationships for Student Success: School-Family-Community Partnerships and Student Achievement in the Northwest*, by Diane Dorfman and Amy Fisher (Portland, OR: Northwest Regional Educational Laboratory, 2002), is a booklet of key research and of promising practices in schools with high poverty rates and large minority populations, including schools on Indian reservations. Go to www.nwrel.org/partnerships/cloak/booklet2.pdf.


*Including Every Parent* (2003), a guide developed by parents and teachers at the Patrick O’Hearn Elementary School in Boston and the Project for School Innovation, explores specific practices critical to engaging and empowering parents at school. Learn more at www.psinnovation.org.

National Fatherhood Initiative offers programs, workshops, publications, and other materials to encourage men to be involved, responsible, and committed fathers. Go to www.fatherhood.org.

Tellin’ Stories, the parent organizing program of Teaching for Change, uses the power of story to connect people from diverse backgrounds. For more information, visit www.teachingforchange.org/parentorg.
Standard 2—Communicating Effectively

Families and school staff engage in regular, two-way, meaningful communication about student learning.

The lifeblood of any relationship and any organization is communication. Communication is a process through which information is exchanged. Yet many ways that schools give out information, such as handouts, newsletters, handbooks, automatic phone messages, and websites, do not provide an easy and routine way for families to respond. Even PTA/parent group meetings are often seen by school leaders merely as a way to get the message out to families. The most effective way to build a real partnership is to create regular opportunities for open, honest dialogue.

For the standard of communicating effectively, there is one key goal: sharing information between school and families. All families should feel that the school keeps them informed on important issues and events and that it is easy to communicate with teachers, the principal, and other school staff. Creating the perception, however unwittingly, that a dominant group of parents is in the know while everyone else is in the dark reduces trust and stifles the free flow of ideas.

Comprehensive Communication and Student Success

When school staff make an effort to communicate with and reach out to families, students score higher on tests. A research review by the Harvard Family Research Project found that the following approaches pay off:

- Accommodating parents’ English skills, as needed
- Communicating with even those families who don’t attend meetings
- Encouraging parent input and ideas
- Offering opportunities to volunteer
- Assigning homework that calls for parent-student interaction
- Ensuring that parent committees reflect the school’s racial and ethnic mix


“We need to create a wider pathway and a more expansive menu of opportunities for parents. Currently, there is a very narrow pathway for the parent-school relationship, which does not invite all the different kinds of conversations that are needed and does not ask parents to operate in any actionable way with schools. … If we want parents to take action, we need to help build their knowledge about education and the importance of family involvement.”

Does your school offer many different ways to communicate every day? Does the school or PTA/parent group survey families at least once a year to find out what’s on their minds and what they think about the school? Are the principal and other school administrators easily accessible to any parent? Is information about current events and issues readily available, not just on a bulletin board? Do the school and PTA/parent group make it easy for parents and families to build connections and communicate with each other?

**Communicating at Eastwood Elementary**

**The Challenge**

Eastwood Elementary School has long been considered one of the more successful schools in Decatur, Alabama, but even the best schools need to reevaluate old habits and look for new ways to meet today’s challenges.

While school leaders had always known that strong communication is essential in developing a healthy home-school connection, changing technology—coupled with a decrease in stay-at-home moms—presented new challenges in communicating effectively.

**The Action**

An action team with parent representatives from all grade levels identified three strategies to improve communication.

First, after reviewing what several other schools did to facilitate teacher-parent communication, the action team selected an academic planner, approved by the principal, to become the schoolwide method for communicating homework, tests, and other classroom activities.

At the beginning of the school year, the principal also gave all families the option of being part of the school’s e-mail system. While the school still uses more traditional means of communication, the expanded use of e-mail allows communication between home and school to occur quickly and easily.

Lastly, Eastwood PTA created a family resource center to provide a central location for sharing PTA materials, viewing academic planners, and disseminating information about community programs and resources.
The Impact

The academic planner has helped parents become true partners with teachers in supporting student learning, and has the added benefit of helping prepare students and parents for the transition to middle school, where a similar planner is used. The more-frequent use of e-mail has increased communication between parents and teachers, and the parent resource center has made parents feel more welcome and more connected to the school and their community.

Action Steps

Getting Started

- Make use of all channels of communication: cable television, newspapers, radio, automated phone systems, text messaging, school and PTA websites, etc.
- Identify parents, community members, local organizations, and businesses that can help strengthen home-school communication.
- Make sure all information is communicated in languages and formats to reach all parents.
- Sponsor events that allow educators and parents to interact socially, in addition to parent-teacher conferences and regular school meetings.

What Parents and Parent Leaders Can Do

1. Design and print “Happy Grams” as an easy way for teachers to regularly report positive behavior and/or achievements to parents.
2. Consider using color-coded lines on hallway walls, or footprints on floors, to help direct parents to important places like the school office, parent resource center, and library.
3. Include a two-way communication mechanism, such as a question-and-answer section or mini survey, in each edition of your newsletter.

What School Leaders and Staff Can Do

1. Map the school’s parent-teacher contacts: How often do teachers communicate with families, what are the main topics, and when do they have face-to-face contact?
2. Work with the PTA/parent group to establish guidelines for regular communication between home and school (e.g., monthly calls from teachers to parents, home visits, weekly newsletters).
3. Engage school staff, community members, and parents in developing a parent handbook.

continued on next page
4. Distribute calendars so parents can record upcoming events, assignments, and dates to check with teachers on their children’s progress.

5. Role-play a parent-teacher conference for families and school staff, demonstrating effective ways for parents and teachers to share information and plan for the future.

| 4. Establish a method for parents to review their children’s work on a regular basis. For example, use manila envelopes to send student work home each week; have a place for parent comments. |
| 5. Publicize the hours when administrators and teachers are available for parent visits and any procedures for contacting teachers on the telephone or in writing. |

**Resources**

*Connecting Families and Schools: Sacramento ACT* (2005), a case study published by the Center for Community Change as part of *An Action Guide for Education Organizing*, tells the story of the Sacramento Area Congregations Together (ACT) home visiting program, which helps schools reach out to families. Go to [www.cccfiles.org/issues/education/actionguide/](http://www.cccfiles.org/issues/education/actionguide/).


The *Family Involvement Network of Educators (FINE)* of the Harvard Family Research Project provides back issues of its electronic newsletters, many of which address issues of diversity, at [www.hfrp.org/family-involvement/](http://www.hfrp.org/family-involvement/).

The *National Network of Partnership Schools* at Johns Hopkins University publishes the *Type 2* newsletter twice a year. Named after the second of six types of family involvement—communicating—it shares examples of best practices as well as solutions to challenges. Go to [www.csos.jhu.edu/P2000/type2/index.htm](http://www.csos.jhu.edu/P2000/type2/index.htm).

*Parents and Teachers Talking Together: A Handbook for Facilitators* (2003) outlines a discussion process developed by the Prichard Committee for Academic Excellence in Kentucky. It includes a series of questions for parents and teachers to discuss, centered around the two main questions “What do we want for our students?” and “What do we need to do to get what we want?” Order the guide in the Center for Parent Leadership (CPL) Publications section at [www.prichardcommittee.org](http://www.prichardcommittee.org).

*Reaching Out to Diverse Populations: What Can Schools Do to Foster Family-School Connections?*, by Chris Ferguson (Austin, TX: Southwest Educational Development Laboratory, 2005), recommends that schools build on cultural values, stress personal contact, foster communication, and offer accommodations such as child care, translation, and transportation. Read more at [www.sedl.org/connections/research-briefs.html](http://www.sedl.org/connections/research-briefs.html).
Standard 3—Supporting Student Success

Families and school staff continuously collaborate to support students’ learning and healthy development both at home and at school, and have regular opportunities to strengthen their knowledge and skills to do so effectively.

Engaging families in their children’s learning can have a powerful impact on student success, not just in school but throughout life. When their families are involved both at home and at school, students earn higher grades and test scores, come to school more regularly, like school more, behave better, and are more likely to graduate and go on to postsecondary education. However, to become engaged in ways that boost achievement, many families will need information, encouragement, and support from school staff and PTA/parent group leaders.

For the standard of supporting student success, there are two goals. The first is sharing information about student progress. Families should be kept fully informed of how their children are doing in school, as well as how the entire school is progressing. How do the school and PTA/parent group ensure that parents and teachers communicate about student progress, beyond conferences and report cards? What opportunities do parents have to learn what good work looks like for their child’s age and grade? How does the school use standardized test results to inform parents of which student skills need strengthening? How do the school and PTA/parent group report on school progress to the community?

Students with Highly Involved Parents Do Better in School

Combining data from 77 studies, Professor of Education Bill Jeynes found that the achievement scores of children with highly involved parents were higher than those of children with less involved parents. This finding held across all ages and ethnic groups and all measures of achievement, including grades, test scores, and teacher ratings. Forms of involvement that required considerably more time, such as reading, expressing high expectations, and communicating with one’s child, had a greater impact than setting rules and attending school activities.

The second goal for this standard is **supporting learning by engaging families**. Families should have opportunities to learn how to be active participants in their children’s learning at home and at school. Are families invited to observe their children’s classrooms? In what ways do school staff develop families’ capacity to strengthen learning at home? How are families connected with opportunities for after-school learning?

### Students for Success at Fremont High

#### The Challenge

Fremont High School in Sunnyvale, California, is in a fairly affluent school district, but its own student body is economically diverse, and many students lack academic support at home. Approximately 28 percent of the students are English language learners, and there is a high student turnover. These factors contributed to the school having the lowest test scores in the district.

#### The Action

To raise student achievement, the school’s PTSA and National Honor Society collaborated to launch the Students for Success Tutoring Club. Four days a week, students can stop in to receive free peer tutoring in any key subject, including all levels of math, literature, social studies, science, and foreign language. Help is also provided for standardized-test preparation.

---

**The Value of Teacher Outreach**

When teachers reach out to parents, students make more progress in both reading and math, researchers studying schools in low-income neighborhoods found. Student performance improved 40 to 50 percent faster if teachers did these three things:

1. Met face-to-face with each family at the beginning of the year to build relationships
2. Sent families materials each week on ways to help their children at home
3. Telephoned parents routinely with news about how their children were doing, not just if there were problems


---

**TIPS for Success**

Interactive homework can build students’ confidence by prompting them to share their work and ideas with family members. When parents and children are encouraged to talk regularly about schoolwork, parents learn more about what’s happening in class. Interactive homework also facilitates communication between parents and teachers about children’s work, progress, or problems.

Studies of a program called Teachers Involve Parents in Schoolwork (TIPS), in which teachers design weekly homework that calls for children to talk to someone at home about the task assigned, have found that students’ writing skills, grades, and test scores improved with the program. Parents talk with and support their children, but don’t teach or do the assignments.

Students may be referred for tutoring by their teachers or stop in on their own for help with homework or to study with friends. At any given time, 15 to 25 tutors are available. Supervision is provided by a combination of PTSA volunteers and paid staff. Attendance is voluntary and flexible, and incentives are offered.

The Impact
During the first year of the program, 109 National Honor Society peer tutors and 550 registered students participated. On average, 130 students stopped in each day. Approximately 50 percent of the students who regularly attended improved by at least one letter grade by the end of the first semester. Not only that, but the partnership between the school, the PTSA, and the National Honor Society has made the library—the place where tutoring sessions are held—a cool place to be, and has helped restore a sense of pride in Fremont High School.

Action Steps

Getting Started

- Start with the end in mind. Determine what parents need to know and need to be able to do to support their children’s academic success. Also determine how family and community engagement can support school goals.
- Link all events to student learning, including those activities focused on making all families feel welcome.

What Parents and Parent Leaders Can Do

1. Create a checklist and tip sheets for effective parent-teacher conferences.
2. Work with school leadership to conduct workshops on interpreting standardized test data.
3. Invite teachers and professionals from the community to speak at meetings on various topics.
4. Provide workshops for parents and students on topics such as study skills, individual curriculum areas, and college and career planning.
5. Provide parent involvement tips and suggestions through signs at the school and articles in the local newspaper.

What School Leaders and Staff Can Do

1. Ask parents to take an active role in reviewing student portfolios.
2. At a “Parents Make the Difference” evening, give parents an overview of what students are learning, how students are assessed, what parents should expect, and how parents can help.
3. Institute student-led parent-teacher conferences.
4. Develop a family-school compact focused on student achievement.
5. Make it a policy that teachers send home materials at least once a month, such as interactive homework assignments, to help families work with their children.
Resources

All Kinds of Minds offers a parent toolkit to provide a better understanding of learning processes and strategies for mathematics, reading, and writing. Go to www.allkindsofminds.org.

Conway Middle School Student-Led Conferences (2001), from the Jefferson County (KY) Public Schools in cooperation with the Prichard Committee for Academic Excellence and Louisville, Kentucky’s Conway Middle School, outlines the purpose and roles of student-led conferences for students, parents, and teachers. Find the guide in the Commonwealth Institute for Parent Leadership (CIPL) section under Parent Resources at www.prichardcommittee.org.

The Education Trust works for the high academic achievement of all students and offers resources that link parent involvement to student learning. Click on the Parents and Community tab at www2.edtrust.org.

The Florida Partnership for Family Involvement in Education offers tip sheets for parents on getting involved in their children’s education and achievement. Go to www.floridapartnership.usf.edu/resources.html.


A New Wave of Evidence: The Impact of School, Family, and Community Connections on Student Achievement, by Anne T. Henderson and Karen L. Mapp (Austin, TX: Southwest Educational Development Laboratory, 2002), reviews the research regarding family-school partnerships and student achievement. Read it at www.sedl.org/connections/resources/evidence.pdf.

PTA provides many resources to help schools and parents support student success. Check out PTA.org, particularly the Topics and Programs tabs.

TIPS: Teachers Involve Parents in Schoolwork, developed by the National Network of Partnership Schools, is a program for interactive homework. It makes learning a partnership between the student, family, and teacher. Learn more at www.csos.jhu.edu/P2000/tips/index.htm.

Title I of the No Child Left Behind Act (2001) includes several parent involvement requirements. For an overview of these requirements, see No Child Left Behind: What’s in It for Parents, by Anne T. Henderson (Parent Leadership Associates, 2002), available in English and Spanish in the Center for Parent Leadership (CPL) section under CPL Publications at www.prichardcommittee.org.
Families are empowered to be advocates for their own and other children, to ensure that students are treated fairly and have access to learning opportunities that will support their success.

All children need an advocate—someone to speak out and stand up for them. Most likely that “someone” will be a parent, guardian, or close family member. Students whose families don’t know how to advocate effectively and constructively are at a real disadvantage. School staff and PTAs/parent groups can make a critical contribution by ensuring all students have an advocate—whether it’s a family member, teacher, or community volunteer—and by offering opportunities for parents and community members to learn and practice the special set of skills that speaking up for children requires.

Advocates often address issues affecting groups of children, but every child also needs someone who will step in and look out for him or her as an individual. To be a strong advocate for a child, a person should know the child well, talk to him or her often, and deeply want him or her to succeed.

Here are some of the things an advocate does for a student:

- Sets high expectations and monitors progress
- Helps the student set goals and plan for the future
- Steers the student through the school system, selecting courses that match his or her goals
- Intervenes if the student has a problem or is being treated unfairly
- Makes sure the student gets assistance, such as tutoring, medical attention, or counseling, when needed
- Monitors out-of-school time and makes sure it is spent in constructive, enriching activities

Parent Empowerment Promotes Student Success

Parents with a high sense of efficacy—of power to have a positive effect on their children’s future—are more likely to monitor their children and be involved in the school. As a result, their children tend to do better in school and feel happier, safer, and more stable.

The first goal for speaking up for every child is **understanding how the school system works**. Parents must know how the local school and district operate and how to raise questions or concerns about school and district programs, policies, and activities. They also must understand their rights and responsibilities under federal and state law and local ordinances and policies. Do parents know what school and district staff do, who to contact about what, and where to get this information? Are parents aware that federal and state laws mandate that schools involve and inform parents, and that by federal law children have a right to qualified teachers? Does the school provide information to families about tutoring and other support services for their children? Do parents know how to get a problem resolved, and how to appeal a decision they don’t agree with?

“Teachers need parents to know how to ‘press for success’—both with their children and with their children’s teachers. Asking good questions and showing genuine interest in student performance communicates a sense of urgency and shared responsibility for student progress. This can reenergize teachers and keep them from becoming complacent or lackadaisical about student progress.”


The second goal for this standard is **empowering families to support their own and other children’s success in school**. Parents must be prepared to monitor students’ progress and guide them toward their goals so they graduate from high school ready for postsecondary education and a career. Are parents offered workshops and other information sessions to help them learn how to ask the right questions and make the best choices for their children’s education? How often do counselors and/or advisors meet with each student and family to map out a plan for the student’s future, including the opportunity to go to college or technical school? Does the school work with PTA/parent group leaders to welcome and orient students and families new to the school or starting a new grade? Does the school or PTA/parent group invite local officials running for office to speak on issues that will impact education?
Speaking Up at Appoquinimink Early Childhood Center

The Challenge

With the student-to-teacher ratio at 27:1 (despite a school board policy of a 22:1 maximum), the teachers at Appoquinimink Early Childhood Center in Middletown, Delaware, found themselves struggling to fully meet the needs of their students. Many of the students, with and without special needs, required small-group and individual attention to catch up to the expectations for kindergarten students. But the school was busting at the seams with no space to add a new classroom.

Characterizing Families’ Levels of Advocacy

A case study of how African American and Latino families attempted to steer their high school students toward postsecondary education showed the families falling into one of three groups:

- **Moral supporters**: These families, the least active, had little knowledge of the school system and a style that was “hands-off, but encouraging.” They trusted the system to serve their children well.
- **Ambivalent companions**: These families supported their children through encouragement, close communication, and occasional action.
- **Struggling advocates**: These families, the most active, monitored their children’s activities, questioned school staff, and took part in college prep events. They strongly believed that families must guide and support their students if they are to succeed, and expressed less trust in the system. Only this group was willing to persist even when rebuffed.

The study recommends that schools and supporting groups give families timely information that clearly targets their needs in supporting their children.

The Action

The local PTA informed the families of all students about the effect high student-to-teacher ratios had on student achievement, and notified school district authorities of the situation. In partnership with families and school staff, the PTA then explored possible solutions and presented a proposal to the school board.

The Impact

Parents identified a problem affecting their children’s education, collaborated with other parents and teachers under a common goal, and helped develop and present a solution to an established group able to effect change. They saw their efforts pay off in the growth of their children. The school board allocated funds to hire paraprofessionals for every affected classroom in both of the district’s kindergarten centers, ensuring students received the guidance and attention they needed to succeed.

Action Steps

Getting Started

- Get a copy of your school’s parent involvement policy and make sure it covers the requirements of the No Child Left Behind Act. Then find out what other parents think of the policy and whether it covers their concerns. Update the policy to meet the needs of your school community.
- Include a mini-poll (one question) in each PTA/school newsletter and post it on the Web. Over the course of the year, cover a wide range of issues affecting students and the school. Use the parent feedback in making school and program decisions.
What Parents and Parent Leaders Can Do

1. Plan workshops on how to ask the right questions about children’s progress and placement.
2. In collaboration with school staff, provide information sessions about programs for gifted and talented students. Reach out to underrepresented populations to ensure access and equity for all students.
3. Involve parents in ongoing training on topics such as being an effective advocate, identifying and supporting learning styles, resolving difficulties, and fostering student achievement.
4. Match new families at the school with a buddy family to show them the ropes.

What School Leaders and Staff Can Do

1. Frequently share the school’s policy and procedures for resolving parent concerns. Cover how to define the problem, whom to approach first, how to develop solutions, and so forth. Encourage parents to address problems early.
2. Develop a Parent Bill of Rights.
3. Provide a school handbook, workshops, and/or Web-based materials to explain all school policies and procedures to families.
4. Publicize any successful changes in the school that resulted from parent initiation and involvement.
5. Facilitate parent participation in school committees and other community groups, such as the city council.

Resources


The *Intercultural Development Research Association (IDRA)* offers professional development and training for educators and parents and has a package of bilingual materials to help Latino families plan for college. Check out these resources at www.idra.org.

The *Kentucky Department of Education’s Individual Graduation Plan* resources help students set learning goals based on academic and career interests. Download the materials at www.kde.state.ky.us/KDE/Instructional+Resources/Career+and+Technical+Education/Individual+Learning+Plan/.


**The Right Question Project** provides training that emphasizes working together to name the information we want and need, formulate questions, reflect on the knowledge gained, and develop plans for advocacy and accountability. For parents the project emphasizes three roles: supporting children’s education, monitoring their progress, and being an advocate of their needs. Learn more at www.rightquestion.org.

Families and school staff are equal partners in decisions that affect children and families and together inform, influence, and create policies, practices, and programs.

In a true partnership, all parties have an equal say in important decisions. This is what it means to share power. The lessons we teach our students about democracy in social studies class should come alive in our schools. If families, students, teachers, other school staff, and community members can speak their concerns, take part in elections and other decision-making processes, and meet openly to debate important questions, they will be actively practicing democracy.

For the standard of sharing power there are two goals. The first goal is strengthening the family’s voice in shared decision making. Families must be full partners in making decisions on issues affecting their children, both at school and within the local community. Do families sit at the table or have a vote when decisions that touch their children are being made? What governance structures exist to discuss and weigh issues of equity, such as which children are eligible for the gifted program? How do the school council and PTA/parent group develop and support new leaders among parents?

The second goal for this standard is building families’ social and political connections. Every school should have a strong, broad-based parent organization that offers families and school staff regular opportunities to network and discuss concerns with each other and with school leaders, public officials, and business and community leaders. In what ways does the school and PTA/parent group connect families to local officials? How do school and parent leaders make sure the parent organization truly represents all families in both its membership and its leadership?

Empowering Parents Through Leadership Training
Families who are new to the country or to civic activity can benefit from leadership training, which can lead the families to become far more involved. A California school district developed a 13-week leadership training institute covering the school’s curriculum, instruction, programs, standards, and assessments, as well as families’ rights. Graduates of the institute are encouraged to become school volunteers. Benefits of the program include:
- New sources of information for families to support their children;
- More family confidence about how to support their children;
- A safe place to talk about important educational issues; and
- A strong cadre of volunteers for the schools.

Building Families’ Political Connections in San Ramon Valley

The Challenge
To better serve children and youth, California’s San Ramon Valley Council of PTAs knew it needed to build its local units’ capacity to effectively inform and influence policies and practices in their schools.

The Action
The council began by equipping its units with knowledge. Through advocacy trainings at all of its 31 local PTAs, the San Ramon Valley Council of PTAs built leadership skills and made sure parents understood the laws and regulations governing their schools. Representatives from these units now visit state, county, and city legislators several times a year, and have sent more than 15,000 letters through their advocacy campaigns. And because of a candidates forum organized by the council, community members were able to make educated choices in the school board election.

The council also takes a leading role in being an advocate for students. At the district level it influenced the creation of a more parent-friendly, individualized education plan for students receiving special education services. In addition, it coordinates an annual trip with three other councils to Sacramento (the state capital) and has lobbied for full funding of the Individuals with Disabilities Education Act.
The Impact

PTA leaders in the San Ramon Valley obtained an extra $2.3 million for their school district and an additional $350 million in education funding for the rest of the state for a single budget year.

Action Steps

Getting Started

- Identify all the ways your school can include and consult parents in decisions that affect the school community.
- Make sure the PTA/parent group membership and leadership is reflective of the school community.
- Consider programs and activities that develop social and political connections.

What Parents and Parent Leaders Can Do

1. Working in partnership with the principal, identify ways the PTA/parent group can support one or more goals of the school improvement plan.
2. Host a voter registration drive.
3. Host a forum for candidates running for public office; focus questions on issues that affect children, families, and education.
4. Work with students, parents, teachers, school and community leaders, and businesses to develop a parent/family involvement policy that establishes the foundation for involvement programs in your community.
5. Get to know your elected officials at all levels of government, as they influence public policy decisions related to children and education.

What School Leaders and Staff Can Do

1. Conduct an annual survey and/or focus groups to get the input of parents on current and potential school programs and policies.
2. At a PTA/parent group meeting, discuss the school’s scores on state tests and describe the school’s plans to improve.
3. Sponsor a school accountability meeting at which school officials describe school programs, services, and performance data.
4. Make sure the parents on the school improvement team represent the diverse population of the school.
5. Invite parents to share concerns and ideas by having a suggestion box in the front office, and be personally accessible to all parents.
Resources


The **Commonwealth Institute for Parent Leadership**, developed by the Prichard Committee for Academic Excellence, is a parent leadership training program in education. It has graduated more than 1,500 parents across the state of Kentucky in the past 11 years. To learn how to start a program in your area, go to www.cipl.org.

**National Issues Forums** offers workshops and a starter kit on how to organize public forums on community issues and also helps sponsor forums. Learn more at www.nifi.org.
Standard 6—Collaborating with Community

Families and school staff collaborate with community members to connect students, families, and staff to expanded learning opportunities, community services, and civic participation.

Partnerships that connect a school with businesses, hospitals, colleges, service clubs, social service agencies, youth organizations, public housing projects, labor unions, tenant groups, churches, other faith-based organizations, and other community groups can turn a neighborhood into a thriving place to live, work, and raise a family. Many school districts are creating full-service community schools that offer one-stop resource centers for families and local residents. Schools are opening their doors and allowing their communities to use the library, kitchen, computer center, and meeting rooms. If school leaders are aware of what’s happening in the community, they can apply school resources to problems that matter.

For the standard of collaborating with community, there is one overriding goal: connecting the school with community resources. Parent and school leaders should work closely with neighborhood associations, government agencies, businesses, and institutions of higher education to strengthen the school. These collaborations should make resources available to students, school staff, and families and build a family-friendly community. What links to community resources has the school forged? Have parents and families been part of that process? In what ways has support from community partners been organized? What are the plans to turn the school into a hub of community life? How do the partnerships with community groups strengthen families and support student success?

Complementary Learning
For children and young people to be successful from birth through adolescence there must be an array of linked supports for learning all around them. The Harvard Family Research Project calls this network of supports “complementary learning.” The connections should work together and be in place continuously, shifting over time as children mature. For more information and resources, go to www.hfrp.org.
Making Van Bokkelen Elementary a Community Hub

The Challenge

Van Bokkelen Elementary School in Severn, Maryland, a Title I school where more than 80 percent of the students receive free or reduced-price lunches, had become one of the worst-performing schools in the state. It was even put on the state department of education’s takeover list. What’s more, parents seemed disconnected and mistrustful of the school.

The Action

Understanding that when parents and the community are involved, students do better in school, the Van Bokkelen Elementary PTA—a group small in numbers but big on commitment—began to question why more parents were not involved. What they found was that many of the families lived in poverty and faced a daily challenge in meeting the basic needs of their families. In addition, many parents, because of their circumstances, didn’t feel they should be involved or that they were capable of making a contribution.

To help meet the needs of families, the PTA sought out community resources. Partnerships were formed with the YWCA, a community college, the American Red Cross, and the local Boys & Girls Club, to name a few. These partners helped parents obtain their GEDs, offered job-skills training, provided after-school enrichment and child-care programs, instituted a first-time homebuyers program, and even gave down-payment assistance to parents completing a financial education program—all at the school, which became the hub of the community.

Lessons from the 100 Best Communities

Each year America’s Promise Alliance identifies the “100 Best Communities for Young People.” In studying 25 former winners that emphasized family involvement, researchers from America’s Promise Alliance identified several common best practices in developing family involvement programs and strategies. Those best practices include

- Addressing the multiple needs of families—economic, health, educational, and parenting—to empower parents to support their children;
- Asking parents and children about community needs and possible solutions through surveys and community forums;
- Using data about the community and from performance evaluations to develop and revise programs; and
- Partnering with community organizations for infrastructural and financial support and leadership.

The Impact

Van Bokkelen Elementary School transformed completely. As families started coming to the school for these supports and services, they began to feel better about themselves and the school, resulting in greater communication with teachers, the principal, and each other. Family members were better able to provide for their children and gained the confidence in themselves to become true partners in supporting their children's success in school. The school gained the families' trust. And best of all, student achievement improved, with grades and test scores going up across the board.

Action Steps

Getting Started

- Reach out to a broad base of partners in and around the school to help achieve your desired results.
- Build trust among the partners and an understanding of the contributions each organization can bring, as well as their limitations.
- Develop a shared vision among the partners for what type of success the partnership will produce.
- Make sure partnership activities strengthen families and link to student learning.

What Parents and Parent Leaders Can Do

1. Host a community-resource fair that highlights programs that support the cultural, recreational, academic, health, social, and other needs of families.
2. Reach out to senior/retired citizens and invite them to volunteer at the school.
3. Work with the local newspaper to promote special events that are happening at the school.
4. Invite school alumni to participate in an alumni sponsors program through which they volunteer time or make a donation to the school.
5. Develop paycheck-size cards with tips for how parents can foster their children's success. Contact employers about including the cards with employee paychecks.

What School Leaders and Staff Can Do

1. Sponsor an annual Give Back Day on which students go into the community to perform needed work or services.
2. Include in the local chamber of commerce newsletter a request from the school district superintendent for local employers to encourage employees with children to attend parent-teacher conferences and other involvement activities.
3. Invite local businesses to sponsor community-resource workshops for teachers during the summer to help them learn about the educational, cultural, and business resources in the community.
4. Host a community breakfast at the school for local businesses and civic leaders.
Resources

*Becoming a Community School*, by Robert L. Ford School Principal Claire Crane and several of her fellow educators (Dorchester, MA: Project for School Innovation, 2004), tells how this K–8 school in a poor Massachusetts neighborhood became a thriving hub for community activities. Find order information at www.psinnovation.org/order.

*Community Engagement Review and Planning Guide—Field Test Version*, by Rosana Rodríguez, Pam McCollum, and Abelardo Villarreal (San Antonio, TX: Intercultural Development Research Association, 2002), is designed to help schools and universities plan and strengthen community engagement. It is available in English and Spanish at www.idra.org, under Publications.

*Everyday Democracy* (formerly the Study Circles Resource Center) helps communities bring individuals with different experiences and opinions together to talk about challenges facing their community, and to work together to create solutions to those challenges. Learn more at www.everyday-democracy.org.


*The School-Family Connection: Looking at the Larger Picture*, by Chris Ferguson (Austin, TX: Southwest Educational Development Laboratory, 2008), is a review of current literature on family involvement that identifies important strategies for increasing family-school connections. Go to www.sedl.org/connections/resources/sfclitrev.pdf.
Dear Families,

The best way to make sure every student in our school succeeds is to build a strong partnership between families, the school, and the community. The survey below gives you the opportunity to tell us what our school is doing well to support this partnership and what we can do better.

If you would like to help tally and analyze the results, please let us know.
—The Family Involvement Action Team

<Provide the names and contact information of the team members here.>

### Welcoming All Families into the School Community

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>When I walk into the school, I feel the school is inviting and that this is a place where parents “belong.”</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.</td>
<td>The school's policies and programs reflect, respect, and value the diversity of the families in the community.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3.</td>
<td>Students at the school are treated fairly no matter what their race or cultural background.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.</td>
<td>I feel welcome at PTA/parent group meetings.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

### Communicating Effectively

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>The school keeps all families informed about important issues and events.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.</td>
<td>The school makes it easy for families to communicate with teachers.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7.</td>
<td>The school communicates with families in multiple ways (e.g., e-mail, phone, website).</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8.</td>
<td>I can talk to the school principal when I need to.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>9.</td>
<td>My child’s teacher communicates with me on a regular basis.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>10.</td>
<td>It’s easy to get a translator if I need one.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

*Continued on next page*
## Supporting Student Success

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.</td>
<td>My child’s teacher keeps me well informed about how my child is doing in school.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>I understand the academic standards my child is supposed to meet and how the curriculum is linked to those standards.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>My child’s teacher and the school give me useful information about how to improve my child’s progress.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>All students are challenged to do their best.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Speaking Up for Every Child

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td>If the school can’t help me, they will connect me to someone who can.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>I understand the rules and requirements for student dress, language, and behavior.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>The school keeps me informed of my rights under federal and state laws and policies and helps me exercise those rights as needed.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>I feel empowered to advocate for my own child’s and other children’s success in school.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Sharing Power

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.</td>
<td>The school consults with me and other families before making important decisions (e.g., changes in curriculum, school policies, dress code).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>The school provides opportunities for families to develop relationships and raise concerns with school leaders, public officials, and business and community leaders.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Collaborating with Community

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.</td>
<td>The school connects students, families, and staff to expanded learning opportunities, community services, and community improvement initiatives.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments ____________________________________________________________________________ ____________________________________________________________________________

Your name (optional)____________________________________________________________________
PTA National Standards for Family-School Partnerships Assessment Guide
Introduction: Measuring Success

PTA’s National Standards for Family-School Partnerships offer a framework for how families, schools, and communities should work together to support student success. To facilitate the implementation in local schools of programs, practices, and policies that are guided by the Standards, PTA has developed an assessment guide, otherwise known as a rubric.

The National Standards Assessment Guide provides specific goals for each Standard, as well as indicators for measuring whether those goals are being met. There are also examples for each indicator to show what good practice looks like at different levels of development:

- Level 1: Emerging—Limited level of development and implementation
- Level 2: Progressing—Functioning level of development and implementation
- Level 3: Excelling—Highly functioning level of development and implementation

Each level of practice should build on the last; good practices at the emerging and progressing levels are expected to continue at the next level.

10 Ways to Use the Assessment Guide

The National Standards Assessment Guide can be used in a number of ways to help develop and improve programs, practices, and policies that affect family and community engagement in schools.

Here are 10 ideas on how to use the guide:

- To assess current family involvement practices at the school
- To develop ideas for involvement practices and activities
- To inform the development of a school improvement plan
- To monitor progress in reaching school improvement goals
- To design professional development for staff
- To discuss the Standards at PTA and faculty meetings
- To conduct a school walk-through looking for evidence of implementation for each Standard
- To create a survey for parents and staff
- To guide the development of school-based parent involvement policies and compacts
- To design research and evaluation studies and instruments
Standard 1—Welcoming All Families into the School Community

Families are active participants in the life of the school, and feel welcomed, valued, and connected to each other, to school staff, and to what students are learning and doing in class.

**Goal 1: Creating a Welcoming Climate:** When families walk into the building, do they feel the school is inviting and is a place where they “belong”?

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
</tr>
</thead>
</table>
| Level 3  
**Excelling**  
Highly functioning level of development and implementation | Level 2  
**Progressing**  
Functioning level of development and implementation | Level 1  
**Emerging**  
Limited level of development and implementation |
| Developing personal relationships  
Family volunteers from different neighborhoods and backgrounds are trained to serve as mentors to help other families become more engaged in the school.  
*For example, mentors call new families to invite them to attend PTA/parent group programs, offering to pick them up or meet them at the entrance of the school.* | PTA/parent group members volunteer to work in the school office to provide information and support to families and students.  
*For example, a help desk is established and staffed by family volunteers and school employees.* | Families are greeted promptly in their home language by friendly front-office staff who give them correct information and help them connect with appropriate faculty members.  
*For example, a staff member or family volunteer, using the family’s home language, gives a new immigrant family information about the school and a tour of the building.* |

Throughout this implementation guide, the levels of practice build on each other, assuming that good practices at the emerging and progressing levels will continue at the next level.
Standard 1—Welcoming All Families into the School Community, continued

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Creating a family-friendly atmosphere</strong></td>
<td><img src="https://via.placeholder.com/150" alt="Table with quality levels" /> <strong>Level 3: Excelling</strong>&lt;br&gt;The school is a welcoming place where families can drop in and connect with school staff and other families.&lt;br&gt;For example, the PTA/parent group and school staff together create a family resource center, staffed with parent volunteers or school staff fluent in various languages and filled with information in various languages about the school and community.</td>
</tr>
<tr>
<td></td>
<td><img src="https://via.placeholder.com/150" alt="Table with quality levels" /> <strong>Level 2: Progressing</strong>&lt;br&gt;The school building is easy for visitors to navigate, and the community knows what is going on at the school.&lt;br&gt;For example, signs clearly direct visitors to important places within the school such as the library and guidance office, and an outside marquee keeps the community informed of upcoming events.</td>
</tr>
<tr>
<td></td>
<td><img src="https://via.placeholder.com/150" alt="Table with quality levels" /> <strong>Level 1: Emerging</strong>&lt;br&gt;The school campus is clean and welcoming to parents.&lt;br&gt;For example, entrances are clearly marked and a sign inside the front door welcomes families in the main languages of the community.</td>
</tr>
<tr>
<td><strong>Providing opportunities for volunteering</strong></td>
<td><img src="https://via.placeholder.com/150" alt="Table with quality levels" /> <strong>Level 3</strong>&lt;br&gt;The school volunteer program reaches out to parents of all neighborhoods and backgrounds, identifies their unique experiences and skills, and offers varied volunteer opportunities for both at home and school.&lt;br&gt;For example, PTA/parent group leaders make personal phone calls to diverse parents to solicit their ideas on volunteering and to help connect them to opportunities.</td>
</tr>
<tr>
<td></td>
<td><img src="https://via.placeholder.com/150" alt="Table with quality levels" /> <strong>Level 2</strong>&lt;br&gt;The PTA/parent group works with the school to organize a formal volunteer program.&lt;br&gt;For example, the PTA/parent group helps develop a range of volunteer options, sends volunteer invitation forms to all families in their home language, and coordinates the responses.</td>
</tr>
<tr>
<td></td>
<td><img src="https://via.placeholder.com/150" alt="Table with quality levels" /> <strong>Level 1</strong>&lt;br&gt;PTA/parent group members and other parents are welcome to volunteer their services in the school or individual classrooms.&lt;br&gt;For example, a small group of parents are used by the school when volunteers are needed.</td>
</tr>
</tbody>
</table>

Your Current Level:
- Level 3
- Level 2
- Level 1
- Not here yet
Standard 1—Welcoming All Families into the School Community, continued

**Goal 2: Building a Respectful, Inclusive School Community:** Do the school’s policies and programs reflect, respect, and value the diversity of the families in the community?

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Respecting all families</strong></td>
<td>The school and families from all neighborhoods and backgrounds assume collective responsibility to identify and break down barriers to family engagement related to race, ethnicity, class, family structure, religion, and physical and mental ability. For example, families from different neighborhoods and cultures create family histories that combine to tell the story of the entire school community.</td>
<td>□ Level 3</td>
</tr>
<tr>
<td></td>
<td>School and PTA/parent group leaders work with parents and community members from different neighborhoods and backgrounds to gain their insights on how to make the school more respectful and supportive. For example, families and school leaders discuss how the school will accommodate students who might be absent from school because of holy days.</td>
<td>□ Level 2</td>
</tr>
<tr>
<td></td>
<td>Families and school staff affirm student cultures and history in school resources, classroom lessons, and activities. For example, PTA/parent group members from different neighborhoods and backgrounds work with school staff to ensure that media center and classroom materials reflect the diversity of the community.</td>
<td>□ Level 1</td>
</tr>
</tbody>
</table>

| **Removing economic obstacles to participation** | Family and student activities and events are free. The school and PTA/parent group collaborate to cover the costs through the school budget, PTA/parent group fundraising, and contributions from community businesses and organizations. For example, fees to participate in after-school programs are waived for low-income families. | □ Level 3          |
|                                                | School leaders, the PTA/parent group, and community members work together to offer extracurricular activities at no cost. For example, the PTA/parent group sponsors a dialogue with a children’s author and each family receives a free copy of the author’s book. | □ Level 2          |
|                                                | For family activities, the PTA/parent group makes a commitment to keep the events free or low-cost. For example, the school book fair offers a section of new or gently used books donated by other parents to be made available at no cost. | □ Level 1          |
### Standard 1—Welcoming All Families into the School Community, continued

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ensuring accessible programming</strong></td>
<td><strong>Level 3: Excelling</strong></td>
<td>- PTA/parent group leaders and school officials jointly create schoolwide procedures and policies to ensure that all parents and students have access to school-sponsored programs and events, including academic services. For example, services such as interpreters during meetings or classroom instruction, transportation, and child care are consistently provided for both school-based events and school events held in community locations.</td>
</tr>
<tr>
<td></td>
<td><strong>Level 2: Progressing</strong></td>
<td>- PTA/parent group leaders and school officials work together to plan family programs to be held at the school and in community locations such as libraries, community centers, faith-based centers, homes in different neighborhoods, and work sites. For example, the PTA/parent group organizes a family program about applying effective study skills at an apartment building near the school.</td>
</tr>
<tr>
<td></td>
<td><strong>Level 1: Emerging</strong></td>
<td>- Family activities are held at various times and days of the week to respect parents’ work schedules. For example, a family dinner and science exploration program is held on a Sunday evening instead of a weekday.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ Not here yet</td>
</tr>
</tbody>
</table>

“Families” and “parents” are used interchangeably to refer to adults who are responsible for a student. “Families from all backgrounds and neighborhoods” and “diverse families” include families from all races, ethnicities, cultures, religions, family structures, and economic levels, as well as those with physical or mental challenges.
Standard 2—Communicating Effectively

Families and school staff engage in regular, two-way, meaningful communication about student learning.

**Goal 1: Sharing Information Between School and Families:** Does the school keep all families informed about important issues and events and make it easy for families to communicate with teachers?

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
</table>
| Using multiple communication paths | **Level 3**  
Excelling  
Highly functioning level of development and implementation |  
School staff collaborate with the PTA/parent group to develop connections with families through multiple two-way communication tools, including personal calls, e-mails, and notes.  
For example, parents who are not fluent in English are given up-to-date information through bilingual staff or parent volunteers who are available at times convenient for these families. | ☐ Level 3 |
| | **Level 2**  
Progressing  
Functioning level of development and implementation |  
The PTA/parent group and school keep families informed of upcoming events in a variety of ways, including regular print and electronic notices, in the languages spoken in the community.  
For example, the school uses newsletters, fliers, e-mail, automated phone calls, and text messages in the home languages of families as needed. | ☐ Level 2 |
| | **Level 1**  
Emerging  
Limited level of development and implementation |  
For example, school and PTA/parent group leaders take part in community forums in different neighborhoods and appear on radio or local TV call-in programs and use social networking online to engage families. | ☐ Level 1 |
| | | ☐ Not here yet |
### Standard 2—Communicating Effectively, continued

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Level 3: <strong>Excelling</strong></th>
<th>Level 2: <strong>Progressing</strong></th>
<th>Level 1: <strong>Emerging</strong></th>
<th>Your Current Level</th>
</tr>
</thead>
</table>
| **Surveying families to identify issues and concerns** | Parent survey results are reflected in the School Improvement Plan. *For example, programs, policies, and practices are developed collaboratively by teachers, administrators, families, and community members to meet the needs of parents as identified in the survey.* | The parent survey is translated into multiple languages and communicated in various ways, including in person, online, in print, and by phone, and made available to all parents. Results are posted on the school and/or PTA website and discussed. *For example, the PTA/parent group plans morning coffees and evening “happy hours” to discuss survey results with parents and solicit additional feedback.* | PTA/parent group leaders and representatives from the school staff (e.g., principal, teacher) complete a parent involvement survey. The results guide the development of parent involvement programs. *For example, the executive committee of the PTA/parent group and the principal meet over the summer to discuss the survey results and plan strategies to address barriers.* | □ Level 3  
□ Level 2  
□ Level 1  
□ Not here yet |
| **Having access to the principal** | The principal personally welcomes families into the building and meets regularly with parents in small groups or one-on-one as needed, in school and in different neighborhoods. *For example, the principal and PTA/parent group develop an agenda for small-group dialogues to be held in different neighborhoods on issues such as school security or homework expectations.* | The principal is accessible for scheduled meetings with groups of parents or individually at different times of the day. *For example, the principal hosts monthly coffee hours that are open to all parents to discuss a variety of topics. Meeting times vary from month to month to accommodate parent schedules.* | The principal shares information about schoolwide issues at PTA/parent group meetings, with opportunities for individual follow-up discussion by appointment. *For example, the PTA/parent group invites the principal to a monthly meeting to discuss schoolwide test results and plans to address gaps in learning.* | □ Level 3  
□ Level 2  
□ Level 1  
□ Not here yet |
### Quality of Implementation

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Level 3: Excelling</th>
<th>Level 2: Progressing</th>
<th>Level 1: Emerging</th>
</tr>
</thead>
<tbody>
<tr>
<td>Providing information on current issues</td>
<td>A team of administrators, teachers, families, and community representatives strategically look at developing issues that affect families to determine whether there is a need for a schoolwide response. For example, the principal meets monthly with a parent-school-community team to address schoolwide issues and determine appropriate responses.</td>
<td>All school families are kept informed of developing concerns in the school community. For example, print and electronic newsletters are generated on a regular basis. When serious concerns arise, families are immediately informed through e-mail, and letters are sent home.</td>
<td>The principal keeps the PTA/parent group president informed of current school issues and concerns. For example, the principal meets monthly with the PTA/parent group president to review issues that may affect families and student learning. The issues discussed are determined solely by the principal.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Level 3</td>
</tr>
<tr>
<td>☐ Level 2</td>
</tr>
<tr>
<td>☐ Level 1</td>
</tr>
<tr>
<td>☐ Not here yet</td>
</tr>
</tbody>
</table>
"Families" and "parents" are used interchangeably to refer to adults who are responsible for a student. "Families from all backgrounds and neighborhoods" and "diverse families" include families from all races, ethnicities, cultures, religions, family structures, and economic levels, as well as those with physical or mental challenges.

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Level 3: <strong>Excelling</strong></td>
</tr>
<tr>
<td></td>
<td>The PTA/parent group takes steps to help parents get to know those beyond their own neighborhood and culture.</td>
</tr>
<tr>
<td></td>
<td><em>For example, the PTA/parent group plans small group events that begin with icebreaker activities, parents can also connect electronically through school listservs, blogs, and social networking Web pages.</em></td>
</tr>
<tr>
<td></td>
<td>Level 2: <strong>Progressing</strong></td>
</tr>
<tr>
<td></td>
<td>The PTA/parent group and school jointly develop programs to help parents connect with each other.</td>
</tr>
<tr>
<td></td>
<td><em>For example, the PTA/parent group collaborates with school staff to jointly plan an orientation program at the beginning of the year and distributes a calendar and a schoolwide directory with staff and parent listings.</em></td>
</tr>
<tr>
<td></td>
<td>Level 1: <strong>Emerging</strong></td>
</tr>
<tr>
<td></td>
<td>The PTA/parent group provides opportunities for parents to get to know each other.</td>
</tr>
<tr>
<td></td>
<td><em>For example, PTA/parent group newsletters provide contact information for parents who want to join a committee. Parents of students in each grade level can plan informal get-togethers to socialize with each other (e.g., a Parents of 4th-Graders Breakfast Club).</em></td>
</tr>
<tr>
<td>Your Current Level</td>
<td>□ Level 3</td>
</tr>
<tr>
<td></td>
<td>□ Level 2</td>
</tr>
<tr>
<td></td>
<td>□ Level 1</td>
</tr>
<tr>
<td></td>
<td>□ Not here yet</td>
</tr>
</tbody>
</table>
Standard 3—Supporting Student Success

Families and school staff continuously collaborate to support students’ learning and healthy development both at home and at school, and have regular opportunities to strengthen their knowledge and skills to do so effectively.

**Goal 1: Sharing Information About Student Progress:** Do families know and understand how well their children are succeeding in school and how well the entire school is progressing?

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
</table>
| **Ensuring parent-teacher communication about student progress** | **Level 3**
  *Excelling*
  Highly functioning level of development and implementation | Level 3 | ☐ Level 3 |
|                                                          | **Level 2**
  *Progressing*
  Functioning level of development and implementation      | Level 2 | ☐ Level 2 |
|                                                          | **Level 1**
  *Emerging*
  Limited level of development and implementation           | Level 1 | ☐ Level 1 |

*For example, the school has adopted a Personal Education Plan for parents, students, and teachers to establish education/career goals.*

Teachers and parents discuss students’ individual learning styles, family cultural experiences, strengths, and academic and personal needs, then develop learning goals to support academic success at school and at home.

*For example, the school has adopted a Personal Education Plan for parents, students, and teachers to establish education/career goals.*

Teachers and guidance counselors regularly contact parents with positive news as well as concerns about their children. Parents have an easy way to communicate with teachers on a regular basis.

*For example, each classroom has a website where class assignments and other schoolwide events are posted. Parents can ask general questions or schedule meetings with teachers as needed.*

Parents can contact teachers through e-mail, notes, or phone messages and receive a timely response. Teachers make contact with all families at the start of the year to establish positive relationships.

*For example, teachers in high school send home a welcome note to all families inviting their comments and providing an e-mail address or phone number.*
### Standard 3—Supporting Student Success, continued

#### Quality of Implementation

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Level 3: Excelling</th>
<th>Level 2: Progressing</th>
<th>Level 1: Emerging</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linking student work to academic standards</td>
<td>Teachers and parents have regular discussions about how each school program or activity links to student learning through academic standards. For example, the teacher and families discuss the music curriculum goals before a student concert; parents of football players are offered opportunities to learn how the playbook relates to math and logic standards.</td>
<td>Teachers explain to parents throughout the year what students are learning and what good work looks like under the academic standards for the student’s age and grade level. For example, teachers explain through student portfolios of students’ work for parents to review upon request.</td>
<td>Student work is displayed throughout the school in a way that shows how it met academic standards. For example, teachers display students’ writing assignments to demonstrate how students used skills such as clear and concise language, proper spelling, and staying on the topic.</td>
</tr>
<tr>
<td>Using standardized test results to increase achievement</td>
<td>Parents are included on school or school district academic standards committees and discuss how to raise expectations and achievement for every student. For example, a cochair of the standards committee is a position established and reserved for parents only.</td>
<td>Families have opportunities to learn how to interpret testing data. For example, family members and teachers are invited to participate in workshops, sponsored by the PTA/parent group and the school, to learn how the school uses standardized test results to improve student achievement.</td>
<td>Parents are informed about standardized tests. For example, the principal explains at an informational meeting when and which standardized tests are given at which grade levels, and why the tests are being given.</td>
</tr>
</tbody>
</table>

#### Your Current Level

- [ ] Level 3
- [x] Level 2
- [ ] Level 1
- [ ] Not here yet
### Standard 3—Supporting Student Success, continued

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Level 3: Excelling</strong></td>
</tr>
<tr>
<td>Sharing school progress</td>
<td>The principal collaborates with PTA/parent group leaders to present regular progress updates on reaching academic goals and develops strategies to support improvement. For example, the PTA/parent group works with school staff to match mentors with struggling students.</td>
</tr>
<tr>
<td></td>
<td><strong>Level 2: Progressing</strong></td>
</tr>
<tr>
<td></td>
<td>The principal collaborates with PTA/parent group leaders to facilitate discussion between school staff and families on needed academic improvements. For example, family-school dialogues focus on increasing the diversity of students in the gifted program or the number of girls taking advanced math and science classes.</td>
</tr>
<tr>
<td></td>
<td><strong>Level 1: Emerging</strong></td>
</tr>
<tr>
<td></td>
<td>The principal presents the school’s academic goals at the beginning of the school year and reports on progress made the previous year. For example, the principal or other school administrators host parent meetings for each grade or subject to present academic goals for the year and to solicit feedback.</td>
</tr>
</tbody>
</table>

**Your Current Level**

- [ ] Level 3
- [ ] Level 2
- [ ] Level 1
- [x] Not here yet
**Standard 3—Supporting Student Success, continued**

**Goal 2: Supporting Learning by Engaging Families:** Are families active participants in their children’s learning at home and at school?

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Level 3: Excelling</strong></td>
<td>□ Level 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Level 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Level 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Not here yet</td>
</tr>
</tbody>
</table>
| **Engaging families in classroom learning** | The PTA/parent group helps organize a database of parent and family skills, expertise, and backgrounds, through which teachers can find resources.  
  *For example, a parent who is an artist is brought in to work with students to create a school mural.* | | |
| **Developing family ability to strengthen learning at home** | Teachers and the PTA/parent group plan regular family learning events at workplaces and community locations.  
  *For example, workshops on a variety of topics that help parents support learning are held during lunchtime at a local manufacturing plant or at a child-care site in the late afternoon.* | The school and PTA/parent group work together to provide families tools to support student learning at home.  
  *For example, a series of workshops teach parents strategies for supporting reading development for different grade levels.* | The school and PTA/parent group offer programs on parenting skills that will help promote learning.  
  *For example, an expert is invited to give a presentation to help parents deal with the tough issues of raising teenagers.* | | |
|            | Families and teachers engage in innovative ways to collaborate on classroom learning.  
  *For example, teachers invite community groups and families to their classes to share information about their cultures and demonstrate how foods from their cultures are prepared, helping students learn history and culture, as well as math and chemistry skills.* | | |
|            | Families and teachers work together to provide resources for upcoming units of study.  
  *For example, grandparents discuss life under segregation during a lesson on civil rights.* | | |
Standard 3—Supporting Student Success, continued

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promoting after-school learning</td>
<td>Level 3: Excelling</td>
<td>□ Level 3</td>
</tr>
<tr>
<td></td>
<td>The school partners with community organizations (including faith-based) to provide after-school programs for children and families. For example, the local Boys and Girls Club works with parents, students, and school staff to create a program that meets the recreational and academic needs of students. The program is available five days a week and is free of charge.</td>
<td>Level 2: Progressing</td>
</tr>
<tr>
<td></td>
<td>Level 1: Emerging</td>
<td>□ Level 1</td>
</tr>
<tr>
<td></td>
<td>The PTA/parent group and the school invite families to learn more about the value of after-school activities. For example, the PTA/parent group hosts an Afterschool Alliance Lights On Afterschool event to raise awareness about the importance of after-school programs.</td>
<td>□ Not here yet</td>
</tr>
<tr>
<td></td>
<td>The school informs parents of after-school opportunities. For example, fliers about school-based as well as community-based programs are sent home with the student. E-mail, Web announcements, and phone calls in families’ home languages are also utilized.</td>
<td></td>
</tr>
</tbody>
</table>

“Families” and “parents” are used interchangeably to refer to adults who are responsible for a student. “Families from all backgrounds and neighborhoods” and “diverse families” include families from all races, ethnicities, cultures, religions, family structures, and economic levels, as well as those with physical or mental challenges.
Standard 4—Speaking Up for Every Child

Families are empowered to be advocates for their own and other children, to ensure that students are treated fairly and have access to learning opportunities that will support their success.

**Goal 1: Understanding How the School System Works:** Do parents know how the local school and district operate and how to raise questions or concerns about school and district programs, policies, and activities? Do they understand their rights and responsibilities under federal and state law as well as local ordinances and policies?

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Level 3</strong> Excelling</td>
<td>Highly functioning level of development and implementation</td>
</tr>
<tr>
<td><strong>Level 2</strong> Progressing</td>
<td>Functioning level of development and implementation</td>
</tr>
<tr>
<td><strong>Level 1</strong> Emerging</td>
<td>Limited level of development and implementation</td>
</tr>
<tr>
<td>Understanding how the school and district operate</td>
<td>The school district offers workshops for family members about school and district programs, policies, and resources, and the skills to access them. The workshops are offered in various languages and locations in the community. For example, workshops are offered on parent and student rights under Title 1.</td>
</tr>
</tbody>
</table>

*Your Current Level*

- [ ] Level 3
- [ ] Level 2
- [ ] Level 1
- [ ] Not here yet
<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
</table>
| **Understanding rights and responsibilities under federal and state laws** | Level 3: **Excelling**  
A network of PTA/parent group members helps other families exercise their rights under state and federal education laws.  
*For example, the PTA/parent group engages its members to use state and federal mandates to develop a Parent Bill of Rights.*  
Level 2: **Progressing**  
The PTA/parent group invites district staff to talk about parent rights and responsibilities under state and federal laws.  
*For example, parent advocates help families understand their options if their school does not make adequate yearly progress under NCLB.*  
Level 1: **Emerging**  
The PTA/parent group distributes written materials about parent involvement mandates in state and federal programs, such as No Child Left Behind (NCLB)* and Individuals with Disabilities Act (IDEA)**  
*For example, information about each of these mandates is posted on the school’s website with links to other programs related to these mandates.*                                                                 | ☐ Level 3  
☐ Level 2  
☐ Level 1  
☐ Not here yet                                                                 |
| **Learning about resources**                                              | Level 3: **Excelling**  
Guidance counselors, parent advocates, and teachers work with families to take advantage of resources and programs that support student success. They target families who may not know how to access these resources.  
*For example, they work with families whose children are underrepresented in advanced classes to encourage their sons and daughters to take higher-level courses.*  
Level 2: **Progressing**  
Meetings at school and in the community help families better understand students’ options for extra academic support or enrichment.  
*For example, the PTA/parent group and school cosponsor informational sessions on after-school and summer learning programs.*  
Level 1: **Emerging**  
The PTA/parent group helps develop and distribute information about available programs and resources, such as magnet programs in math, science, and Advanced Placement classes.  
*For example, the school and parent group create a school handbook with academic resources that is available in all languages spoken in the community.*                                                                 | ☐ Level 3  
☐ Level 2  
☐ Level 1  
☐ Not here yet                                                                 |

* The No Child Left Behind Act (NCLB) of 2001 reauthorized a number of federal programs aimed at improving the performance of U.S. schools by increasing the standards of accountability for states, school districts, and schools. NCLB is the current name for the Elementary and Secondary Education Act (ESEA) passed in 1965.

** The Individuals with Disabilities Act (IDEA) of 2004 is a federal law ensuring services to children with disabilities. IDEA governs how states and public agencies provide early intervention, special education, and related services.
### Standard 4—Speaking Up for Every Child, continued

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
</table>
| Resolving problems and conflicts   | **Level 3: Excelling**  
School staff and the PTA/parent group jointly plan strategies to help parents, teachers, and students identify and resolve problems and conflicts at school.  
*For example, conflict resolution classes are offered to help parents, students, and teachers learn effective ways to resolve conflicts at home and at school.*  

**Level 2: Progressing**  
The school has a clear, written procedure for resolving concerns or problems.  
*For example, a committee of school staff and PTA/parent group leaders is established to ensure that concerns have been addressed, and that further action is taken if needed.*  

**Level 1: Emerging**  
The PTA/parent group provides information to all parents on how to resolve problems at school.  
*For example, a Guide to Identifying and Resolving Problems at School is developed and made available on the school website and in print, in appropriate languages.* | □ Level 3  
□ Level 2  
□ Level 1  
□ Not here yet |
### Standard 4—Speaking Up for Every Child, continued

#### Goal 2: Empowering Families to Support Their Own and Other Children’s Success in School: Are parents prepared to monitor students’ progress and guide them toward their goals through high school graduation, postsecondary education, and a career?

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developing families’ capacity to be effective advocates</td>
<td><strong>Level 3: Excelling</strong>&lt;br&gt;The PTA/parent group works with the principal to establish school polices that support parents as advocates. For example, the school handbook includes a number of resources (e.g., information on parent rights under federal and state education mandates, local district policies, requirements for promotion and/or graduation, and numbers to call for additional support) that help prepare parents to be advocates for their and other children.</td>
<td>☐ Level 3</td>
</tr>
<tr>
<td></td>
<td><strong>Level 2: Progressing</strong>&lt;br&gt;The PTA/parent group offers parents opportunities to learn advocacy strategies and techniques. For example, workshops and other information sessions are offered to help parents learn how to ask the right questions about their child’s progress in school.</td>
<td>☐ Level 2</td>
</tr>
<tr>
<td></td>
<td><strong>Level 1: Emerging</strong>&lt;br&gt;The PTA/parent group collects and disseminates useful information on how to be an effective advocate for student success. For example, the PTA/parent group provides monthly tips (on the school website and in print) on how to be an advocate for student success.</td>
<td>☐ Level 1</td>
</tr>
<tr>
<td>Planning for the future</td>
<td><strong>Level 3</strong>&lt;br&gt;The school has created partnerships with colleges and universities and local businesses to expand opportunities for career exploration and preparation. For example, advanced students have opportunities to take courses at the local college or university. Businesses offer internships for students during the school year and summer.</td>
<td>☐ Level 3</td>
</tr>
<tr>
<td></td>
<td><strong>Level 2</strong>&lt;br&gt;The PTA/parent group and school staff help prepare parents and students to make informed decisions that connect career interests with academic programs. For example, information sessions are offered to help parents and students identify career interests and goals. They then can focus on the skills and education needed to be successful in that career.</td>
<td>☐ Level 2</td>
</tr>
<tr>
<td></td>
<td><strong>Level 1</strong>&lt;br&gt;With support from the PTA/parent group, the school offers opportunities for students to explore careers. For example, local employers are invited to speak at a school career expo, and asked to offer field trips to work sites.</td>
<td>☐ Level 1</td>
</tr>
<tr>
<td>Planning for the future</td>
<td><strong>Not here yet</strong></td>
<td>☐ Not here yet</td>
</tr>
</tbody>
</table>
### Standard 4—Speaking Up for Every Child, continued

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
</table>
| **Smoothing transitions** | A transition program developed by PTA/parent group leaders and school staff helps parents feel connected and remain involved as their children progress through school.  
*For example, informational sessions explain how expectations, standards, and approaches to teaching change from elementary to middle and high school.* | ☐ Level 3  
☐ Level 2  
☐ Level 1  
☐ Not here yet |
|                      | School staff and PTA/parent group leaders reach out to new students and their families before the next school year starts, offering an orientation to the school, opportunities to participate in school-sponsored activities, and to meet other students and parents.  
*For example, the PTA/parent group assigns “buddies” to new students and connects families to parent mentors.* |                |
|                      | Spring orientation programs cosponsored by the school and PTA/parent group help prepare students for the next grade level or school.  
*For example, an elementary school organizes visits to the middle school for parents and students, who are given an opportunity to familiarize themselves with the new environment and to ask questions.* |                |
**Standard 4—Speaking Up for Every Child, continued**

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engaging in civic advocacy for student achievement</td>
<td><strong>Level 3: Excelling</strong> The PTA/parent group partners with other education advocates to mobilize school and community support around issues that affect student learning. For example, “parent café conversations” are held on the need for smaller class sizes, after-school programs, or funding for a middle school science lab, resulting in families advocating for these improvements before the school board.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Level 2: Progressing</strong> PTA/parent group leaders offer discussions on policy issues and organize families to testify at local public hearings on school needs. For example, the PTA/parent group invites school board members to give an informal budget briefing and holds a voter registration drive.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Level 1: Emerging</strong> PTA/parent group leaders help families learn about political issues affecting education. For example, the PTA/parent group sponsors local candidate forums during election campaigns.</td>
<td></td>
</tr>
</tbody>
</table>

“Families” and “parents” are used interchangeably to refer to adults who are responsible for a student. “Families from all backgrounds and neighborhoods” and “diverse families” include families from all races, ethnicities, cultures, religions, family structures, and economic levels, as well as those with physical or mental challenges.
Standard 5—Sharing Power

Families and school staff are equal partners in decisions that affect children and families and together inform, influence, and create policies, practices, and programs.

**Goal 1: Strengthening the Family’s Voice in Shared Decision Making:** Are all families full partners in making decisions that affect their children at school and in the community?

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Level 3</strong> Exceeding</td>
<td>Highly functioning level of development and implementation</td>
<td>☐ Level 3</td>
</tr>
<tr>
<td>Having a voice in all decisions that affect children</td>
<td>The school has established policy to ensure that parents have an equal voice in all major decisions that affect children, such as principal selection and budget allocation. For example, 50% of the School Improvement Team is made up of parents. The PTA/parent group leader holds a permanent seat and makes recommendations for additional parent members.</td>
<td></td>
</tr>
<tr>
<td><strong>Level 2</strong> Progressing</td>
<td>Functioning level of development and implementation</td>
<td>☐ Level 2</td>
</tr>
<tr>
<td>The PTA/parent group and school host dialogues with families and school personnel about issues and policies to gain their ideas and insights. For example, proposed changes in the grading system are discussed at the school and in neighborhood settings during the day and evening, with interpreters as needed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Level 1</strong> Emerging</td>
<td>Limited level of development and implementation</td>
<td>☐ Level 1</td>
</tr>
<tr>
<td>The school informs families about issues or proposed changes, and gives them an opportunity to respond. For example, the school informs families in advance about changes in the school schedule or building renovations, and offers contact information in case families have questions.</td>
<td>☐ Not here yet</td>
<td></td>
</tr>
</tbody>
</table>

Throughout this implementation guide, the levels of practice build on each other, assuming that good practices at the emerging and progressing levels will continue at the next level.
### Standard 5—Sharing Power, continued

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
</table>
| **Addressing equity issues** | PTA/parent group leaders work with the school improvement team to adopt effective strategies to engage families in reducing achievement gaps between groups of students.  
For example, families, faculty, and community members join in open dialogue with the school improvement team about root causes of the achievement gap, and identify strategies to close that gap. | ☐ Level 3  
☐ Level 2  
☐ Level 1  
☐ Not here yet |
|                           | PTA/parent group leaders work with school staff to address barriers to family involvement and student success that are related to diversity in race, income, and culture.  
For example, van pools are established for families whose students are bused from distant neighborhoods so they can take part in math and science nights. | The PTA/parent group identifies barriers to working with school staff on issues such as low attendance that affect student achievement.  
For example, parents and faculty work on shared strategies and jointly determine best practices in raising student attendance. |
| **Developing parent leadership** | PTA/parent group leaders are trained in facilitation skills such as brainstorming, role-plays, and small-group activities that encourage everyone to speak.  
For example, PTA/parent group leaders use these skills to facilitate regular schoolwide meetings to discuss ideas for improving school climate and student achievement. | PTA/parent group leaders recruit interested families from all backgrounds and neighborhoods to volunteer (both in and out of school—according to their schedules), sit on a committee, and run for office.  
For example, leaders survey families to find out their interests and skills, and follow up with opportunities where they might be able to help. |
|                           | The PTA/parent group identifies barriers to working with school staff on issues such as low attendance that affect student achievement.  
For example, parents and faculty work on shared strategies and jointly determine best practices in raising student attendance. | PTA/parent group leaders reach out to parents with diverse backgrounds and invite them to become involved in the PTA/parent group.  
For example, leaders greet families as they bring their children to school events, and get their ideas for family learning activities. |
|                           | ☐ Level 3  
☐ Level 2  
☐ Level 1  
☐ Not here yet | ☐ Level 3  
☐ Level 2  
☐ Level 1  
☐ Not here yet |
**Standard 5—Sharing Power, continued**

**Goal 2: Building Families’ Social and Political Connections:** Do families have a strong, broad-based organization that offers regular opportunities to develop relationships and raise concerns with school leaders, public officials, and business and community leaders?

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
</table>
| **Connecting families to local officials** | Level 3: **Excelling**  
   The principal and parent leaders personally invite public officials to meetings to discuss ideas, issues, and problems in the community.  
   For example, as a result of ongoing concerns for student safety raised by parents, representatives from the police department, the department of public works, and the school board are invited to an open meeting at the school to address the problem and propose solutions. | ☐ Level 3         |
|                                  | Level 2: **Progressing**  
   The school and PTA/parent group host regular meetings with local officials, such as school board members, local police, and other community leaders, so that families can learn about resources in the community.  
   For example, the PTA/parent group plans a community resource fair that includes representatives from the public and private sectors to provide information about their programs. | ☐ Level 2         |
|                                  | Level 1: **Emerging**  
   The school and PTA/parent group provide written materials in multiple languages on local government and community services.  
   For example, the PTA/parent group supplies voter registration forms in the school’s front office. | ☐ Level 1         |
|                                  | ☐ Not here yet | ☐ Not here yet |
Standard 5—Sharing Power, continued

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developing an effective parent involvement organization that represents all families</td>
<td><strong>Level 3: Excelling</strong>&lt;br&gt;The PTA/parent group leaders build the organization’s effectiveness by recruiting and maintaining a leadership team that reflects the school and community and by aligning all programs and practices with PTA’s National Standards for Family-School Partnerships. &lt;br&gt;&lt;br&gt;For example, the PTA leadership team holds focus groups and community discussions throughout the school community to identify issues and invite participation on planning committees based on the National Standards.</td>
<td>□ Level 3, □ Level 2, □ Level 1, □ Not here yet</td>
</tr>
<tr>
<td></td>
<td><strong>Level 2: Progressing</strong>&lt;br&gt;The PTA/parent group leaders reach out to families who are not involved at the school to identify interests, concerns, and priorities. For example, parent leaders and school staff have a “back-to-school” walk and meet with families at local beauty shops, laundromats, parks, places of worship, and other community gathering spots for open conversations.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Level 1: Emerging</strong>&lt;br&gt;PTA/parent group leaders receive leadership training. For example, all parents interested in leadership roles in the school are invited to participate in leadership training, and those holding such positions are required to participate.</td>
<td></td>
</tr>
</tbody>
</table>

“Families” and “parents” are used interchangeably to refer to adults who are responsible for a student. “Families from all backgrounds and neighborhoods” and “diverse families” include families from all races, ethnicities, cultures, religions, family structures, and economic levels, as well as those with physical or mental challenges.
Throughout this implementation guide, the levels of practice build on each other, assuming that good practices at the emerging and progressing levels will continue at the next level.

Standard 6—Collaborating with Community

Families and school staff collaborate with community members to connect students, families, and staff to expanded learning opportunities, community services, and civic participation.

**Goal 1: Connecting the School with Community Resources:** Do parent and school leaders work closely with community organizations, businesses, and institutions of higher education to strengthen the school, make resources available to students, school staff, and families, and build a family-friendly community?

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linking to community resources</td>
<td><strong>Level 3</strong> Excelling Highly functioning level of development and implementation</td>
<td>Level 3</td>
</tr>
<tr>
<td></td>
<td><strong>Level 2</strong> Progressing Functioning level of development and implementation</td>
<td>Level 2</td>
</tr>
<tr>
<td></td>
<td><strong>Level 1</strong> Emerging Limited level of development and implementation</td>
<td>Level 1</td>
</tr>
</tbody>
</table>

- School staff and the PTA/parent group create a comfortable, inviting family resource center. Staff and parent volunteers inform families about services, make referrals to programs, and plan activities.
  
  For example, the family resource center at the school is available to the community to provide services on site such as a used clothing exchange, dental clinic, and summer program expo.

- School staff work with the PTA/parent group to determine and describe community resources for students and families.

  For example, with support from the PTA/parent group and faculty, middle and high school students map all the community resources and create an online and print guide (in appropriate languages) for distribution to families and throughout the community while they earn credits for service-learning.

- School staff and the PTA/parent group collect information for families about community resources.

  For example, the school office has a bulletin board and resource table with brochures about local colleges, health services, sports teams, and service-learning opportunities.
Standard 6—Collaborating with Community, continued

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
</table>
| **Organizing support from community partners** | Community and business representatives work with school and parent leaders to assess needs and develop programs to support student success and find creative ways to provide funding and staff.  
*For example, the local Rotary Club collaborates with the school and parents to create a Student Leadership Academy.* | ☐ Level 3  
☐ Level 2  
☐ Level 1  
☐ Not here yet |
| **Turning the school into a hub of community life** | School facilities such as the computer lab, library/media center, classrooms, and gym are open year-round for broad community use.  
*For example, PTA/parent group members work with community members to run micro-enterprises such as party planning, Web design, and computer programming.* | ☐ Level 3  
☐ Level 2  
☐ Level 1  
☐ Not here yet |
| **Quality of Implementation**      | Level 3: Excelling  
Community and business representatives work with school and parent leaders to assess needs and develop programs to support student success and find creative ways to provide funding and staff.  
*For example, the local Rotary Club collaborates with the school and parents to create a Student Leadership Academy.* | Level 2: Progressing  
School staff and parents reach out to community organizations and businesses about offering donations and sponsoring scholarship programs.  
*For example, the PTA/parent group appeals to local businesses to sponsor a family science program.* | Level 1: Emerging  
The PTA/parent group invites community leaders to make presentations on programs available to children and families outside of school.  
*For example, the PTA/parent group plans an After-school or Summer Camp Resource Fair.* |
| **Turning the school into a hub of community life** | Adult education, recreation, and GED programs are offered after hours at the school.  
*For example, based on a survey, classes are offered in creative writing, Web design, English as a Second Language, storytelling, cooking, computer repair, plumbing, hair braiding, and playing the drums.* | A variety of community groups use school facilities for events and activities during the school year.  
*For example, the PTA/parent group approaches Scout groups and 4-H clubs about organizing chapters that can meet at the school.* | ☐ Level 3  
☐ Level 2  
☐ Level 1  
☐ Not here yet |
“Families” and “parents” are used interchangeably to refer to adults who are responsible for a student. “Families from all backgrounds and neighborhoods” and “diverse families” include families from all races, ethnicities, cultures, religions, family structures, and economic levels, as well as those with physical or mental challenges.

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Quality of Implementation</th>
<th>Your Current Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partnering with community groups to strengthen families and support student success</td>
<td><strong>Level 3: Excelling</strong> Teachers and families work with grassroots groups to develop solutions to local problems. For example, community groups donate supplies and labor to work with families and students on fixing up a deteriorating park, renovating a home for a needy family, or planting a community garden.</td>
<td>□ Level 3</td>
</tr>
<tr>
<td></td>
<td><strong>Level 2: Progressing</strong> The PTA/parent group works with school staff to sponsor student businesses to bring student skills to the community. For example, high school students start up a local café and bookstore, offer graphic design and printing, or do carpentry and light home repair.</td>
<td>□ Level 2</td>
</tr>
<tr>
<td></td>
<td><strong>Level 1: Emerging</strong> School staff and the PTA/parent group partner with local community event organizers to sponsor resource fairs. For example, holding a health expo at a Cinco de Mayo celebration or a job fair on a soccer field.</td>
<td>□ Level 1</td>
</tr>
<tr>
<td></td>
<td>□ Not here yet</td>
<td>□ Not here yet</td>
</tr>
</tbody>
</table>
Family-School Partnership Action Plan – Template

School/Location: ___________________________ Year: ___________________________
Lead Person(s): __________________________________________________________________________________________________________________
Standard: ______________________________________________________________________________________________________________________
Goal(s): ______________________________________________________________________________________________________________________

Results (How will you know when your school reaches this goal? What does success look like?): _______________________________________________
____________________________________________________________________________________________________________________________
____________________________________________________________________________________________________________________________

<table>
<thead>
<tr>
<th>Activities, Practices, Policies</th>
<th>Persons Responsible, Including Lead(s)</th>
<th>Timeline</th>
<th>Resources and Funding (What do you need and who can supply it?)</th>
<th>Evaluation (How will you determine whether the activity achieved its desired effect?)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Family-School Partnership Action Plan – Sample

### School/Location:
Roundtree Elementary School, Anytown, State

### Year:
2009–2010 school year

### Lead Person(s):
Frank Johnson, Standard 1 action team leader

### Standard:
Welcoming All Families into the School Community (Standard 1)

### Goal(s):
1. When families walk into the school building, they feel the school is inviting and is a place where they “belong.”

2. The school’s policies and programs reflect, respect, and value the diversity of the families in the school community.

### Results (How will you know when your school reaches this goal? What does success look like?):
More families are participating in school-sponsored events; parents and teachers report increased communication between home and school; increase in volunteer hours; increased presence of principal during student drop-off and pick-up; improved student attendance/decrease in tardiness and absences.

<table>
<thead>
<tr>
<th>Activities, Practices, Policies</th>
<th>Persons Responsible, Including Lead(s)*</th>
<th>Timeline</th>
<th>Resources and Funding (What do you need and who can supply it?)</th>
<th>Evaluation (How will you determine whether the activity achieved its desired effect?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Hang welcome signs in all the languages spoken in the homes of the students.</td>
<td>School staff member, parents/family members</td>
<td>Start Aug. 1; Done by 1st day of school</td>
<td>Translators—bilingual or multilingual volunteers</td>
<td>Applicable to all activities:</td>
</tr>
<tr>
<td>2. Work with the art, social studies, or history teachers to organize a classroom activity in which students make state and national flags representing their heritages; hang the flags in the school.</td>
<td>School staff member, parents/family members; Coordinate with art/social studies/history teachers</td>
<td>Talk to teachers at start of school year; Create flags as fits with curriculum; Host event to unveil flag display</td>
<td>Signs—$___ from PTA/school funds; discount or donation from local print/copy shop</td>
<td>• Feedback (formal end-of-year survey and informal comments) from family and community members</td>
</tr>
<tr>
<td>3. Create reception area by school office for parents and other visitors, with comfortable chairs, reading materials, and access to coffee, tea, and water.</td>
<td>School office staff, parent/family member, community member; Coordinate with PTA fundraising chair</td>
<td>Launch plan at start of school year; Funds by Nov.; Complete by start of 2nd semester</td>
<td>Art supplies—$___ from PTA/school funds; donations from community businesses/organizations</td>
<td>• Improved family and community perception of the school</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Place to hang flags—e.g., cafeteria, multipurpose room, library, gym, halls</td>
<td>• Increased presence of parents and family members in the school</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Furniture/accessories—$___ raised in special fundraiser, or furniture donated by families/businesses</td>
<td>• Increased participation of families in school and PTA events</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Space—near front office</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Beverages/cups/napkins—$___ from PTA funds; prepared by office staff</td>
<td></td>
</tr>
</tbody>
</table>
4. Offer a wide range of volunteer opportunities—in classrooms/school, for PTA programs, and at home.

School staff member, teacher representative, parent/family member, community member
Coordinate with PTA volunteer coordinator

5. Create a school policy that ensures that all families are able to participate in school activities/events, regardless of their ability to pay.

School staff member, parents/family members, community member
Coordinate with principal (or designee), PTA fundraising chair

6. Host at least two school events (fun or informational) each semester at community locations to increase access/participation.

School staff member, parents/family members, community member
Coordinate with principal (or designee), PTA programs chair

| School staff member, teacher representative, parent/family member, community member | List ready to go at Back-to-School night; Ongoing | Training for volunteers, depending on opportunity—PTA/school/community leaders |
| School staff member, parents/family members, community member | Ongoing | Funding to cover activity costs for all parents, or parents unable to pay—PTA fundraising (specify) |
| School staff member, parents/family members, community member | Ongoing | Space—commitments from community partners (e.g., library, community center, neighborhood place of worship) |

* When filling out this action plan, be sure to record the names—not just titles—of the persons responsible. The descriptors given here are suggestions as to which stakeholders should be represented. The persons listed here will likely form the action team for the standard. Be sure to designate one person to be the lead on each activity.
About PTA

PTA comprises millions of families, students, teachers, administrators, and business and community leaders devoted to the educational success of children and the promotion of parent involvement in schools. PTA is a registered 501(c)(3) nonprofit organization that prides itself on being a powerful voice for all children, a relevant resource for families and communities, and a strong advocate for public education. Membership in PTA is open to anyone who wants to be involved and make a difference for the education, health, and welfare of children and youth.

Special Thanks

The National Standards Implementation Guide was developed with the invaluable guidance and support of several leaders and practitioners in the field of family involvement at the local, state, and national level. They include

- **Michele Brooks**, Assistant Superintendent for Family and Student Engagement, Boston Public Schools
- **Sue Ferguson**, Chair, National Coalition for Parent Involvement in Education
- **Anne T. Henderson**, Senior Consultant, Community Organizing and Engagement, Annenberg Institute for School Reform
- **Eileen Kugler**, Author, and Founder of Embrace Diverse Schools
- **Karen L. Mapp**, Lecturer, Harvard Graduate School of Education
- **Abby Weiss**, Executive Director, Full-Service Schools Roundtable, Boston Public Schools

A special thank-you is also extended to **Joyce L. Epstein** of the Center on School, Family, and Community Partnerships at Johns Hopkins University, whose research and identification of six types of parent involvement serves as the foundation of PTA’s National Standards.
<table>
<thead>
<tr>
<th>Standard</th>
<th>Premier Arts Academy Volunteer Opportunity</th>
<th>Example/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard 1: Welcoming all families into the school community</td>
<td>1. PTA/parent group members volunteer to work in the school office to provide information and support to families and students. 2. PTA/parent group leaders and school officials work together to plan family programs to be held at the school and in community locations such as libraries, community centers, faith-based centers, homes in different neighborhoods, and work sites. 3. PTA members serve as greeters and ushers for student showcases and curriculum nights.</td>
<td>1. For example, a help desk is established and staffed by family volunteers and school employees. 2. For example, the PTA/parent group organizes a family program about applying effective study skills at an apartment building near the school. 3. Our building will be buzzing with activities all the time. Volunteer help will be essential to the smooth operations of these events.</td>
</tr>
<tr>
<td>Standard 2: Communicating effectively</td>
<td>1. Committee to plan and invite parents to monthly “coffee talks” with the principal and/or admin team. 2. Volunteer to post and monitor to PTA social media accounts &amp; create monthly newsletter 3. The PTA/parent group and school jointly develop programs to help parents connect with each other.</td>
<td>1. For example, the principal hosts monthly coffee hours that are open to all parents to discuss a variety of topics. Meeting times vary from month to month to accommodate parent schedules. 2. Facebook, Twitter, E-newsletter, PTA page on website 3. For example, the PTA/parent group collaborates with school staff to jointly plan an orientation program at the beginning of the year and distributes a calendar and a schoolwide directory with staff and parent listings.</td>
</tr>
<tr>
<td>Standard 3: Supporting student success</td>
<td>1. The PTA/parent group helps organize a database of parent and family skills, expertise, and backgrounds, through</td>
<td>1. For example, a parent who is an artist is brought in to work with students to create a school mural.</td>
</tr>
<tr>
<td>Standard 4: Speaking up for every child</td>
<td>1. Join the Student Resources Committee! Guidance counselors, parent advocates, and teachers work with families to take advantage of resources and programs that support student success. They target families who may not know how to access these resources.</td>
<td>1. For example, this committee would host meetings at school and in the community to help families better understand students’ options for extra academic support or enrichment. The PTA/parent group and school cosponsor informational sessions on after-school and summer learning programs.</td>
</tr>
</tbody>
</table>
| Standard 5: Sharing power | 1. Join the PTA School Discussion Committee: The PTA/parent group and school host dialogues with families and school personnel about issues and policies to gain their ideas and insights. | 1. For example, proposed changes in the grading system are discussed at the school and in neighborhood settings during the day and evening, with interpreters as needed.  
2. This is a non-voting liaison to the governing board of the school with opportunities for input.  
3. For example, leaders survey families to find out their interests and skills, and follow up with opportunities where they might be able to help. |

which teachers can find resources.
2. Families and teachers engage in innovative ways to collaborate on classroom learning. Families and teachers work together to provide resources for upcoming units of study.

2. For example, teachers invite community groups and families to their classes to share information about their cultures and demonstrate how foods from their cultures are prepared, helping students learn history and culture, as well as math and chemistry skills.
| Standard 6: Collaborating with community | 1. School staff and parents reach out to community organizations and businesses about offering donations and sponsoring scholarship programs.  
2. The PTA/parent group invites community leaders to make presentations on programs available to children and families outside of school. | 1. For example, the PTA/parent group appeals to local businesses to sponsor a family science program.  
2. For example, the PTA/parent group plans an After-school or Summer Camp Resource Fair |
Attachment 8-
Evidence of Support from Community Partners
January 28, 2022

Dear Review Committee,

As mayor of the City of Elkhart, I am writing to express my support for the Premier Arts Academy. Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected citizens.

I am committed to quality educational opportunities for all of Elkhart’s students. Any expansion of these opportunities will be a positive for our entire community. This academy is a unique approach to education where students will progress academically and artistically.

I support the approval of Premier Arts Academy to serve students in Elkhart. I value the mission and approach of Premier Arts Academy and I would be pleased to see a school of choice in the community.

Sincerely,

Mayor Rod Roberson
January 21, 2022

Dear Review Committee,

I am writing to express our support for the Premier Arts Academy. We believe that the Premier Arts Academy will be an asset to our City’s growing arts and cultural economy. Premier Arts Academy aims to promote student engagement through arts where students can learn math, ELA, science and social studies. It offers a choice for students that find it difficult to answer complex problems in the world around them. We are proud to make this the first academy focused on the arts in our city.

As the Director of Development Services for the City of Elkhart, I look forward to the diversity of learning options the Premier Arts Academy would bring to our education ecosystem. Cultural offerings are a cornerstone of place making and economic growth. We believe Public Arts Academy will reinforce our investment in these areas.

The Department of Development Services support Premier Arts Academy charter school application and look forward to them becoming a part of the City of Elkhart. Thank you for your consideration.

Sincerely,

[Signature]
Dayna Bennett, Director
Development Services
City of Elkhart
Suzanne Weirick  
President, Elkhart County Commissioners  
117 N. Second St.  
Goshen, IN 46526  

January 24, 2022  

Dear Review Committee,  

I am writing to express my support for the Premier Arts Academy. I am a resident of Elkhart Public School District and I believe that the Premier Arts Academy will be an asset to my community. Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected citizens.

Elkhart County has a strong arts community. Having integrated learning and exposure with performance arts and academic learning will create dynamic opportunities that will not only grow leaders, it will help Elkhart County and all of our residents continue to live, learn, love, play and thrive into the next several decades.

I support the approval of Premier Arts Academy to serve students in my district. I value the mission and approach of Premier Arts Academy and I would be pleased to see a school of choice in the community.

Sincerely,  

Suzanne M. Weirick  
President  
Elkhart County Commissioner
January 29, 2022

As the President of the Elkhart Common Council and Co-chair of Vibrant Communities, I believe that the proposed Premier Arts Academy will be a tremendous addition to our vibrant downtown and a stellar facilitator of arts-based education for our youth.

As a former educator, I believe the traditional model of education is ever-changing and does not meet all students. The non-tuition arts-based Premier Arts Academy will provide opportunity for all that seek it. The Premier Arts Academy will give future generations the opportunity for enriched arts education.

The Premier Arts Academy is the next big milestone for our region and has the potential to make a significant impact on our community.

I fully support this endeavor in our city and look forward to partnering with the Premier Arts Academy. As I always say, love where you live and live where you love.

Sincerely,

Arvis Dawson,
Elkhart Common Council President & Co-Chair Vibrant Communities
Dear Review Committee,

On behalf of the Greater Elkhart Chamber Board of Directors I am writing this letter of support for the Premier Arts Academy.

We believe that having quality education institutions is paramount to the current and future economic success of any community. Having strong public school systems, which we do in Elkhart County, is a major focus of the foundations upon which our region relies. We also know and support that families have the right and expectation, in the state of Indiana, of choosing where their children will be educated. Whether those schools are public, private, charter, or homeschool the importance of quality education that provides positive student outcomes is and should always be the focus.

The leadership of the proposed Premier Arts Academy has demonstrated a deep passion for education for students in our community. The programs and organizations they have led have successfully focused on student engagement and growth and have had a positive impact in our community.

The Premier Arts Academy providing another quality educational choice in our region aligns directly with our economic development priority of retaining and recruiting families in our communities.

Sincerely,

[Signature]

Levon D. Johnson
President/CEO
Greater Elkhart Chamber of Commerce
TO: Office of Charter Schools, Ball State University

RE: Letter of Support for Ashley Molyneaux

DATE: January 18, 2022

It is my exceptional pleasure to write this letter of support for Ashley Molyneaux as she becomes the Founder of the Premier Arts Academy. I first came to know Ashley in 2015 when I moved to Elkhart to become Deputy Superintendent of Elkhart Community Schools. It was about then that Ashley moved her family back to her hometown to establish the Elkhart Educational Foundation, something that had never existed before and still exists today. As the Executive Director of the Foundation, Ashley went from inception to incredible in a very short time, creating an organization that pulsed life energy into a tired urban district.

Since 2015, Ashley's Foundation funded over 200 grants worth $5K each to teachers with innovative classroom ideas. Under her highly energetic leadership, the Foundation was responsible for dozens of community events and learning opportunities for students who may not have the opportunity to participate otherwise. She initiated and completed the transformation of all 14 of the public elementary school libraries into colorful hubs of innovation and interactive learning experiences. She brought groups together to plant learning gardens outside the windows and courtyards of the schools in Elkhart. When Elkhart Community Schools went to virtual learning due to the pandemic, she extended her summer camp program into the school year to provide educational experiences for families who needed child care. With support from her family, she made sure that no student in Elkhart schools who needed glasses would go without - "Kindness for Blindness" is a program where an RV fitted as a mobile vision office visits schools to provide vision tests and free glasses. Most recently, she initiated a schoolhouse supply store where teachers can go to get free materials for their classrooms.

These amazing accomplishments were only possible through Ashley's relentless dedication of intense positive energy to the hometown that she loves. She is able to move people to action. One might find that building alliances in Elkhart is not easy, with both the extremely wealthy and the extremely poor living across a river and railroad tracks from each other. There are political divisions and negative attitudes in and about the public school system that can drag the community into self-defeating discord. But Ashley's pure spirit and honest motivation creates purpose and passion in the hearts of those around her. She adopted “One Elkhart” as a rallying cry to help the district unite and heal following a high school merger. I have never seen her give up on the dream that this place can be more than it is.
I especially appreciate that Ashley cares deeply about the children in poverty as shown in her programs that give access to great opportunities for all students. Yet at the same time she is comfortable operating in and around the established society of generational wealth, as evidenced in her ability to secure a half million dollars in donations each year. Combine that power of influence with her academic understanding of how children learn best, and it is easy to see that she has the drive, the understanding, and the means to create a fantastic equitable learning opportunity for the children in this area.

As a leader of the Premier Arts Academy, Ashley’s resourcefulness, integrity, and commitment are highly valued. However, one characteristic that I admire the most in leaders in general, and in Ashley in particular, is her eagerness to learn. If there is something that she does not understand, she does not stop reading and researching until she does. She is an outstanding listener and, with the confidence of a strong belief system, asks questions that get to the core of what needs to be discussed in order to address what is getting in the way of doing the best for our children. As the local school corporation positions themselves in a slump of defeat under the weight of lack of community support, Ashley has been and continues to model for the learning community a high level of bold leadership and visionary fortitude. She has never stopped having the collaborative conversations with all community and school leaders and is willing to put all of her amazing energy into setting a standard to lift up educational programming in the area.

I have no reservations in highly recommending Ashley Molyneux and consider her in the highest regard. I believe that it is through her continued work that Elkhart will follow a trajectory to become a great place for families of all walks of life to raise their children. Please do not hesitate to contact me for any further information.

Sincerely,

Dr. Dawn McGrath
Executive Director
dmcgrath@insource.org
TO: Office of Charter Schools, Ball State University

RE: Letter of Support for Craig Gibson

DATE: January 18, 2022

I am honored to write this letter of support for Craig Gibson as he becomes the Co-Founder for the Premier Arts Academy.

I met Craig when I moved to Elkhart in 2015 to become the Deputy Superintendent for Elkhart Community Schools. It became quickly obvious to me that it was essential to know Craig, not only because of his importance in Elkhart society, but also because of his commitment to provide programming for our students. Almost a decade earlier, Craig had founded “Premier Arts”, a nonprofit that maintained a number of ongoing partnerships with Elkhart schools. He provided programming that integrated rich life-long learning in the context of performance experiences. Students of all ages and socio-economic situations were invited to be involved. His highly regarded work has included after school enrichment programs, in-school theater classes, Premier Arts club, summer programming, and frequent engagement in planning for community advancement.

Craig is highly energetic and expresses a positive aura that lifts up everyone around him, whether he is welcoming audiences to 1700 to the beautiful Lerner Theater in Downtown Elkhart, collaborating to bring impactful speakers and entertainers to the community, or working directly with students to promote self-expression and confidence in drama camps for at-risk youth. He has a deep appreciation for the relationship between the cognitive and social-emotional development of children with creative experiences in the arts. He delights in exploring solutions where others might feel discouraged.

Craig is an accomplished artist in his own right having written 2 original musicals and directed, produced and performed in countless productions. The Premier Arts Academy will be lucky enough to have Craig Gibson as their professional artist in residence permanently working with the school as the Executive Artistic Director. He will be able to leverage his relationships with professional artists across the country to bring teaching talent directly to the PA Academy students that will rival performing arts schools in Chicago and New York City.
Craig has also demonstrated that he understands the responsibility of running a nonprofit, developing programming, collaborating with community players, and implementing a vision. His leadership in the community and his value to the moving Elkhart forward is proven. I have nothing but confidence that he has the knowledge, skills, experiences, and dispositions to ensure that the Premier Arts Academy is a success.

It is with the highest regard that I support Craig Gibson as a Co-founder of the Premier Arts Academy.

Sincerely,

Dr. Dawn McGrath
Executive Director
dmcgrath@insource.org
January 21, 2022

Dear Review Committee,

On behalf of The Community Foundation of Elkhart County (CFEC) I am writing to express my support for the Premier Arts Academy. In my role as President of CFEC, I believe the Premier Arts Academy will be an asset to our community. Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected citizens.

As a grant-making organization committed to improving the quality of life in Elkhart County, one of our highest priorities is high quality K-12 education. I believe the Premier Arts Academy will be an important addition to the landscape of public and private K-12 institutions in our community.

I support the approval of Premier Arts Academy to serve students in Elkhart County. I value the mission and approach of Premier Arts Academy and I would be pleased to see a school of choice in the community.

Cordially,

Peter L. McCown, Ph.D.
President
January 24, 2022

Re: Support for Premier Arts Academy

Dear Review Committee,

I am writing to offer my strong support for a new charter school, The Premier Arts Academy. I write as a long term local resident, active civic leader and business owner. My family came to Elkhart in 1968 and my siblings and I have remained in this community, each leading businesses and building families that also have remained in the area. My step son and I own several businesses such as Borger Associates and Borger Properties. These companies own land and buildings in the City of Elkhart and Elkhart County. Currently I serve on the Shakespeare in Performance Board at Notre Dame and the Board of enFocus. I have held leadership positions at organizations such as The Elkhart County Symphony, Elkhart County 4-H fair, Trustee of Holy Cross College, Wellfield Garden trustee among others.

There is no doubt in my mind that the Premier Arts Academy will be an important asset to our community. The fine, experienced and beloved leadership at Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create outstanding service oriented citizens. They have been doing so via their programming for youth and full family activities for over 15 years. Many of their young leaders have remained in the community and are now sharing the fine values learned through the Premier Arts organization.

Premier Arts already has a broad outreach within our community and beyond. With over 5,000 volunteers they touch nearly every family in some way and bring our community together to bridge barriers of all kinds . . while also providing entertainment, building civic pride and setting a standard for excellence and service to others. Their decision to now provide an academy for K-12 will be most welcome. Elkhart needs educational options!

I strongly support the approval of Premier Arts Academy to serve students in Elkhart County. I value the mission and approach of Premier Arts Academy. I join many within our community who would appreciate a fine school of choice for our young people and their families.

Sincerely,

Elizabeth Naquin Borger
January 21, 2022

To: State of Indiana – Review Committee

Re: Letter of Support Request for Premier Arts Academy School

Dear Review Committee,

On behalf of NIBCO INC, The Rex and Alice A. Martin Foundation and the Martin Family, I am writing to express my support for the Premier Arts Academy. I am a resident of the Elkhart City school district and I believe that the Premier Arts Academy will be an asset to our community. Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected citizen.

I believe in the concept of educational choice and in Ashley Molyneaux and Craig Gibson we have two of the best leaders in our community. They have proven their skills in many ways, many times and I believe they will be successful again with this very important educational effort.

I support the approval of Premier Arts Academy to serve students in our district. I value the mission and approach of Premier Arts Academy and I would be pleased to see a school of choice in the community.

Sincerely,

[Signature]

Rex Martin
Chairman
martinr@nibco.com
574-295-3387
January 19, 2022

Dear Review Committee,

On behalf of weIMPACT Group, I am writing to express my support for the Premier Arts Academy. I am a native of Elkhart, IN, and am actively involved in several community development projects. The Premier Arts Academy will be an asset to our community while fulfilling an unmet urgent and compelling need. Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected citizens.

weIMPACT is interested in exploring what’s possible at the intersection of entrepreneurship and philanthropy. In a town known for its entrepreneurship, I couldn’t be more excited to see this team working together, using entrepreneurship and their extensive backgrounds in education and the arts to create a community-minded solution for education. Now is the time for this type of aspirational social priority.

I support the approval of Premier Arts Academy to serve students in my community. I value the mission and approach of Premier Arts Academy, and I would be pleased to see a school of choice in the community.

Sincerely,

David Weaver
Kem Krest
3221 Magnum Drive
Elkhart, IN 46516

January 31st, 2022

Dear Review Committee,

On behalf of Kem Krest, I am writing to express my support for the Premier Arts Academy. I am a resident of Bristol, Indiana and I believe that the Premier Arts Academy will be an asset to both Bristol and the larger Elkhart County community. Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected citizens.

Kem Krest employs more than 200 team members at our three Elkhart County facilities. As CEO, I’m dedicated to ensuring that each of our team members have a safe, supportive work environment that allows them to grow personally and professionally. Additionally, Kem Krest is committed to positively impacting the Elkhart County community through employee volunteerism, financial support, and other acts of servant leadership. I believe that the Premier Arts Academy will strengthen the Elkhart County community, provide educational choice to Kem Krest employees, and is an organization that I will encourage Kem Krest associates to support.

I support the approval of Premier Arts Academy to serve students in my district. I value the mission and approach of Premier Arts Academy and I would be pleased to see a school of choice in the community.

Sincerely,

Amish S. Shah
CEO
Kem Krest
January 24, 2022

Dear Review Committee,

The Elkhart County Convention & Visitors Bureau enthusiastically supports the Premier Arts Academy. We believe that the Premier Arts Academy will be an asset to the greater Elkhart County area, providing an educational choice to families that combines rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected residents.

The Elkhart County CVB has worked collaboratively with Premier Arts for many years, and have observed the tremendous impact the organization has made in the local arts community specifically and the greater area generally as the theatre company in residence at the Lerner Theatre. Premier Arts is an invaluable gem for residents and visitors to Elkhart County.

We have also been privileged to work with Premier Arts Academy’s leadership. Craig Gibson and Ashley Molyneaux are deeply committed to the Elkhart community and bring a wealth of skill, talent and leadership to this endeavor.

We encourage you to approve Premier Arts Academy to serve the students in the Elkhart school district. We value the mission and approach of Premier Arts Academy and we would be pleased to see a school of choice in the community.

Sincerely,

Jon Hunsberger
Executive Director

JH:tm
January 21st, 2022

Dear Review Committee,

On behalf of enFocus, Inc, I am writing to express my support for the Premier Arts Academy. I am a resident of the South Bend Community School Corporation district and a business partner working across many school systems in the Northern Indiana region. I believe that the Premier Arts Academy will be an asset to the community. Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected citizens.

enFocus is a talent attraction and economic development organization that completes business and technical projects for public, private and nonprofit organizations across Northern Indiana. Through our experience, we believe that the Premier Arts Academy will complement existing school systems to bring a unique approach that will both improve educational outcomes for our community students, but also attract more students and families to our region.

I support the approval of Premier Arts Academy to serve students in my district. I value the mission and approach of Premier Arts Academy and I would be pleased to see a school of choice in the community.

Sincerely,

Andrew Wiand
Executive Director
Jan. 25, 2022

Dear Review Committee,

Elkhart Public Library’s mission is to inform, inspire and empower our diverse communities. It is clear to me, after learning about the new Premier Arts Academy, our library will have yet another strong partner as we improve literacy and support a lifelong love of reading.

With Premier Arts Academy locating in close proximity to our downtown location, our library will be able to offer programs, materials and learning opportunities to hundreds of children within walking distance of our building during the school day. We also have the potential to broaden our afterschool offerings and provide one-on-one mentorship opportunities to help those who may be struggling on their literacy journey.

In addition to academic pursuits, our current library building was dedicated in 1963 as a place for all in our community to celebrate arts and culture. Premier Arts’ current influence in the local arts is strong, and this is yet another opportunity for our library to carry on the spirit the Martin Family intended for our facility.

The Premier Arts Academy will be an asset to our community and prepare our students with a vibrant and high-quality educational experience. I know first-hand the skills and accomplishments of those individuals helping to create this school and its curriculum. Their commitment assures me this school will be a success.

On behalf of Elkhart Public Library, please accept our complete support for the creation of the Premier Arts Academy as a school of choice in our community.

Sincerely,

Lisa Gudea Carreno
Director
lisago@MyEPL.org
January 20, 2022

100 N Senate Ave
9th Floor
Indianapolis, IN 46204

Dear Review Committee,

On behalf of Wellfield Botanic Gardens, I am writing to express my enthusiastic support for the Premier Arts Academy. As not only the executive director of a local not-for-profit organization, I am also a resident of Elkhart and a parent of a student who attends school within the Elkhart Community Schools district. I am truly excited for the addition of Premier Arts Academy to our local educational options. I believe the Premier Arts Academy will be a tremendous asset to our community, providing an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career and create contributing, connected citizens.

Wellfield Botanic Gardens welcomed nearly 100,000 guests onsite in 2021 and continues to increase its engagement within the community. We are a destination for many field trips including public schools, private schools, clubs, homeschool groups and the like. Our observations across these many groups suggest that students and families have very different needs. Those needs, including recreational and educational goals are as diverse as the groups who attend. Premier Arts Academy promises to bring added diversity to a growing community of lifelong learners and future leaders within our region.

I support the approval of Premier Arts Academy to serve students in my district. I value the stated mission and approach of Premier Arts Academy and I would be thrilled to see a school of choice offered in our community.

Sincerely,

Eric Garton
Robert and Peggy Weed Executive Director
e.garton@wellfieldgardens.org
574-266-2006 ext 102
January 26, 2022

Dear Hiring Committee,

The Lerner Theatre has been proud to be the epicenter of arts and entertainment in downtown Elkhart for decades. The proposed Premier Arts Academy will be a tremendous addition to our vibrant downtown and a stellar facilitator of arts-based education for our community’s youth, which will further the strength that arts can have in communities like Elkhart.

I’ve personally worked closely with Premier Arts for the past several years at The Lerner and have seen them accomplish incredible things. The Premier Arts Academy is the next milestone and has the potential to make a significant impact on our community.

This non-tuition arts-based school can be an incredible compliment to the Elkhart community and as a supporter of the arts, I feel it would engage and ignite a passion for the arts that can be strengthened through formal education.

I look forward to partnering with the Premier Arts Academy when it comes to fruition.

Sincerely,

Michelle Frank
Executive Director
The Lerner Theatre
January 21, 2022

Dear Review Committee,

On behalf of The Ruthmere Foundation, Inc. I am writing to express my support for the Premier Arts Academy. I am a resident of Elkhart and I believe that the Premier Arts Academy will be an asset to my community. Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected citizens.

Building upon a solid foundation Elkhart is fast becoming a significant regional center for arts and culture, and the Premier Arts Academy has the potential to play an ever-increasing role in this development.

I support the approval of Premier Arts Academy to serve students in my district. I value the mission and approach of Premier Arts Academy and I would be pleased to see a school of choice in the community.

Warmest Regards,

William A. Firstenberger
Executive Director
The Ruthmere Foundation, Inc.
January 21, 2022

Gary D. Boyn
Attorney

Email: gboyn@warrickandboyn.com

Re: Premier Arts Academy Charter School Application

Dear Review Committee,

I am writing to express my support for the Premier Arts Academy. I am a resident of the City of Elkhart, President of the Lerner Governing Board and legal counsel to the City’s Redevelopment Commission, and I believe that the Premier Arts Academy will be an asset to my community. Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected citizens.

The Redevelopment Commission designated downtown Elkhart as an Arts and Entertainment District. The District is anchored by the renovated Lerner Theater. The Lerner is dedicated to the performing arts and has enjoyed a long and beneficial relationship with Premier Arts, Inc. Premier has done outstanding service to the community in providing training and performing opportunities to the area youth. Expanding its educational program by offering standard core educational programs in conjunction with integrated performing arts classes to K-8 students will greatly benefit the A & E District, the students and the community at large.

I support the approval of Premier Arts Academy to serve students in my district. I value the mission and approach of Premier Arts Academy and I would be pleased to see a school of choice in the community.

Sincerely yours,

[Signature]

Gary D. Boyn

GDB/ljw
January 22, 2022

Dear Review Committee,

On behalf of the Midwest Museum of American Art, I am writing to express my support for the Premier Arts Academy. I am a resident of the Elkhart Community Schools District and I believe that the Premier Arts Academy will be an asset to my community. Premier Arts Academy will provide an educational choice to families, one with rigorous academics and high-quality arts instruction. They will prepare students for success in college and career, and create contributing, connected citizens.

The Midwest Museum of American Art is a not-for-profit, 501 (c) (3), public foundation established in 1978 and opened in 1979 in a repurposed bank building in what is now referred to as the Arts & Entertainment District in downtown Elkhart, Indiana. During my tenure as Curator for now 40 years and Director for the past seven, I have witnessed phenomenal growth and support of the Arts in this community. MMAA has grown its nationally recognized collections from zero to over 7,500 works with the support of over 500 sources across the country. For more than 43 years, all students have continually benefitted from the exposure to authentic and original works by luminaries from The Story of American Art such as Grant Wood, the Hoosier Impressionists, Abstract Expressionists of the 1950s, the Overbeck Sisters’ Art Pottery Collection, works by Andy Warhol, and Norman Rockwell, to name but a few. Unusual and rare is this museum for a community the size of Elkhart and I am fully in support of collaborating with Premier Arts to bring a symbiotic relationship to students who study beyond the classroom.

The collaborations between Elkhart arts organizations will be a benchmark for other communities to follow if granted the opportunity to create this Academy. Premier Arts has proven successful and a fitting partner as it is the resident theater company of the Lerner Theater—our neighbor across the street. Elkhart has unique individuals capable of making this a reality and making sure it will succeed.

I support the approval of Premier Arts Academy to serve students in my district. I value the mission and approach of Premier Arts Academy and I would be pleased to see a school of choice in the community.

Sincerely,

Brian Byrn
January 21st, 2022

Memorandum of Understanding

Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish that business services will be exchanged between the parties of enFocus, Inc and the Premier Arts Academy. The MOU defines the areas of focus for the services to be provided and formalizes the relationship between the two parties. A formal professional services agreement will be executed at the initiation of the planned work.

Agreements

The parties have agreed that enFocus will provide Innovation Fellowship services to complete the work activities described below:

- An investigation into the potential for the Premier Arts Academy to meet its financial and capital contribution needs by seeking philanthropic and other sources of funding available in the region; and
- The development of a State of Indiana Regional Economic Accelerator Development Initiative (READI) grant application that will satisfy all criteria and leverage State of Indiana investments with other public and private regional investments towards the aim of launching and sustaining the Premier Arts Academy.

Scope and Timing

The engagement to complete the above activities will likely commence in April of 2022. Further detailed work plans, methodologies and engagement fees will be enclosed in a Project Proposal and the legal terms of the engagement will be included in an Engagement Contract submitted along with the project plans.

Signatures

For enFocus, Inc:  
Andrew Wiand  
Executive Director

For the Premier Arts Academy:  
Ashley Molyneaux  
Executive Director
MEMORANDUM OF UNDERSTANDING

Between Premier Arts Academy
and Dr. Dawn McGrath
of IN*SOURCE

January 18, 2022

It is understood that Dr. McGrath has a Special Education Director’s license through 2030 and is licensed to be Teacher of Record for every eligibility category of disability with the exception of blind low vision, deaf hard hearing, and deaf-blend.

It is also understood that her time can be contracted from IN*SOURCE for the purpose of special education administration and case management for up to one fifth of her position or up to one day per week dedicated to Premier Arts Academy for up to $17,000 annually.

[Signature]

Dawn McGrath, Ed.D.
Executive Director of IN*SOURCE
Memorandum of Understanding

This Memorandum of Understanding is entered into between Premier Arts Academy (PAA) and Kruggel, Lawton & Co. LLC (KL) on January 31, 2022.

This Memorandum of Understanding identifies the commitment of PAA: a program within Premier Arts, Inc. which is in the process of applying for a new charter school license. Once approved, this new charter school will focus on bringing education and performing arts together. PAA agrees to partner and collaborate with KL: a public accounting firm that provides consulting, advisory, tax, and assurance services to nonprofit entities. PAA agrees to partner with KL on the start-up phase analysis, budgets, consultations, as well as on financial statement items moving forward.

Project: Review, consultation, and advisory services related to budget assistance, projections (income/expense and cash flow), financial statement completions, reconciliations, and annual audit support.

PAA and KL each agree to indemnify and hold harmless the other party to this MOU from any and all claims, actions or lawsuits asserted against the other party as a result of any alleged act or omission by either PAA or KL.

PAA agrees to perform the following functions:

- Provide access to all charter school application documents
- Provide access to all budget narratives, assumptions, and calculations
- Provide access to accounting software, and other relevant financial systems to assist in completion of reconciliations and financial statements.

KL agrees to perform the following functions:

- Provide recommendations on budgeting, income/expense, cash flow
- Assist in startup and annual budget process
- Assist in completion of monthly financial statements and reconciliations
- Assist in annual audit preparation and be a direct contact for outside auditors
- Provide consultation and advisory services to as requested throughout the year related to finance, budgetary, and financial statement matters.

Ashley Meloneaux
Director
PAA

Adam C. Schwindus, CPA, CGMA
Partner
KL

Krugel, Lawton & Company LLC  klcpas.com
210 S. Michigan Street, Suite 200, South Bend, IN 46601
P: 574.289.4011  F: 574.289.4067
Members of the American Institute of Certified Public Accountants and the Indiana CPA Society
Attachment 9 - Head of School Resume
Profile:
* An enthusiastic educator who teaches, motivates, and directs faculty and students while fostering high achievement
* An engaging communicator able to effectively interact with diverse populations of students, faculty, and parents
* A self-motivated professional with strong planning, organizational and leadership skills

Certification
Type 75 Administrative Certificate (#2552807)
09 Standard Secondary Certificate (#2325134)
Current Endorsements: English Language Arts, Drama/Theater Arts

Education
National Louis University (Graduated 2012)
Chicago, IL
* ED.S., Educational Leadership
* 4.0 Cumulative GPA

Loyola University (Graduated 2007)
Chicago, IL
* M.Ed., English Concentration
* 3.96 Cumulative GPA

DePauw University (Graduated 2004)
Greencastle, Indiana
* Bachelor of Arts, English Literature Major
* 3.70 Cumulative GPA and 3.96 Major GPA
* Dean's List (eight semesters), Alpha Lambda Delta Academic Honor Society, Phi Eta Sigma Academic Honor Society, National Society of Collegiate Scholars, English Honor Society, Graduated Magna Cum Laude

Additional Coursework
Illinois State University
Normal, IL
* Graduate Courses in Theater Education (Spring 2009)
* Completed the Illinois State University Theater Educator Institute (January 2010)

Experience & Qualifications:
Administrative Leadership

Executive Director
* Co-founded the Elkhart Education Foundation, a 501©3 organization that fills the budgetary gaps and provides innovative programming for Elkhart schools.
* Fundraised and infused over 2 million dollars into education projects in Elkhart
* Ran a successful, well-attended, and profitable Summerscape Day Camp for 5 years welcoming more than 400 students every summer for hands-on-learning experiences, field trips, and literacy practice.
* Created EdCamp, a childcare program for k-8 students during the Covid shutdown that provided students a safe, educationally enriching place to be on their e-learning days. Offered 25 weeks of e-learning support, enrichment programs, food services and transportation.
* Supported project-based curriculum development and awarded teachers more than $500,000 in innovative teaching grants.
* Successfully removed barriers to participation in extracurricular activities for students by providing extracurricular grants to teams, clubs, and performance groups.
* Re-imagined and renovated 14 elementary school libraries into state-of-the-art media centers with STEM learning centers, an infusion of technology, and increased access to books and online resources.
* Designed, funded, and built a professional learning center for district faculty to utilize for prof. development.
* Built 3 learning gardens/certified outdoor classrooms, providing students the opportunity to observe, discover, and experiment in nature.
* Developed the Kindness to Prevent Blindness mobile program that provides free medical eye exams and custom glasses to students that need them. Served more than 8000 students in 2021 alone.
English & Fine Arts Department Chairperson
* Supervised a staff of 25 people, while nurturing and sustaining a culture of collaboration, trust, learning and high expectations
* Participated in the hiring of new faculty members through interviews, deliberations, orientations, and mentoring
* Collaborated with the principal and other members of the administrative team to complete staff evaluations
* Demonstrated an ability to develop the instruction capacity of staff through instructional supervision, mentoring and advocating for technologies that support teaching and learning
* Analyzed demographic data and wrote an action plan for improvement in the achievement gap
* Participated in articulation meetings and demonstrations for feeder grammar schools
* Analyzed student progress and recommended appropriate level placement for incoming and current students
* Collaborated with teachers to develop curriculum and assessments including learning targets, curriculum guides and end-of-course assessments
* Spearheaded the revision of the English curriculum to align with the Common Core and coordinate with other humanities courses
* Successfully implemented innovative lesson plans and differentiated instruction for a variety of learning styles while integrating technology into daily teaching practices to enhance small and whole group lessons

Director of Curriculum
* Collaborated with Department Chairs to create a comprehensive, rigorous, and coherent curricular program aligned with state standards, common assessments and with student-centered teaching strategies
* Supervised the implementation of curriculum and instructional programs
* Collaboratively developed, articulated, and implemented a new vision of learning for Gordon Tech High School by participating in leadership team meetings and presentations to faculty

Director of Student Activities
* Managed 42 club moderators and school-approved clubs, planned school dances, pep rallies, assemblies, prom, graduation, and fundraising events
* Developed and managed a budget for the Student Activities Department
* Promoted continuous and sustainable school improvement by systematizing school events, clubs, and extracurricular activities
* Created a strategy, implemented plans, and achieved goal to increase student retention to 99%
* Created Heritage Day, Diversity Club, and the annual Taste of GT event to promote understanding and appreciation for the community's cultural diversity.
* Built and sustained positive relationships with families through attendance and presentations at Parent's Club meetings and events

Director of Fine Arts
* Developed and managed a budget for the Fine Arts Program
* Produced and directed five productions annually including a Fall Play, Spring Musical, Variety Show, Fine Arts Showcase, and Improv Night.
* Coordinated all publicity, administrative work, design, and development for the performing arts department
* Founded and moderated “Encore”, an 85-member drama club that meets twice monthly
* Organized a fine arts parent support organization, “Applause”
* Crafted a new and relevant curriculum for Beginning Theatre Arts, Advanced Acting and Speech courses aligned with state standards with a student-centered teaching approach

Classroom Teaching
* Successfully implemented innovative lesson plans and differentiated instruction for a variety of learning styles for Sophomore World Literature, Freshman Intro to Literature, Senior Expository Writing, American Literature, Beginning Theater Arts, Advanced Acting and Public Speaking courses
* Maintained effective classroom management by establishing clear, consistent behavior guidelines, creating an organized classroom, promoting mutual respect, and making learning exciting through engaging activities
* Integrated technology into daily teaching practices to enhance small and whole group lessons in a one-to-one device environment.
* Worked with case managers, teacher’s aides, and social workers to adapt curriculum and coordinate necessary accommodations for exceptional students
Chronological Work Experience

Education

**Executive Director** (2015-2021)
Elkhart Education Foundation, Elkhart IN

**English & Fine Arts Department Chairperson** (2014-2015)
Carmel Catholic High School, Mundelein IL

**English Department Chairperson** (2013-2014)
Carmel Catholic High School, Mundelein IL

**Student Activities Director** (2012-2013)
Carmel Catholic High School, Mundelein IL

**Director of Curriculum, English Department Chair** (2011-2012)
Gordon Tech High School, Chicago, IL

**Director of Student Activities** (2010-2012)
Gordon Tech High School, Chicago, IL

**Director of Performing Arts, Teacher** (2008-2012)
Gordon Tech High School, Chicago, IL

**English Teacher/ Long-Term Substitute** (Spring Semester 2008)
Rolling Meadows High School, Rolling Meadows, IL

Other Work Experience

**Development Officer & Special Events Director** (2006-2007)
Saint Scholastica Academy, Chicago, IL

**Event Specialist** (2004-2006)
Blue Plate, Chicago, IL

**Illinois Junior Miss Program Chairwoman** (2004-2005)
Chicago, IL

**Good Morning America Audience Coordinator Assistant** (2002)
ABC News, New York, NY

Related Skills

* Proficient in Microsoft Office, GradeQuick, MyGradebook, Edline, Google Docs, iPad, Windows, IOS Operating System, Lenovo Tablet, Smartboard Technology
* Choreographer & Director
* Improv Coach
* Club Sponsor (Student Council, NHS, Drama Club, Gay Straight Alliance)
Attachment 10-
Leadership Team Resumes,
Dean of Students Job Description,
Follow-On Support Description
Profile:
* An enthusiastic educator who teaches, motivates, and directs faculty and students while fostering high achievement
* An engaging communicator able to effectively interact with diverse populations of students, faculty, and parents
* A self-motivated professional with strong planning, organizational and leadership skills

Certification
Type 75 Administrative Certificate (#2552807)
09 Standard Secondary Certificate (#2325134)

Current Endorsements: English Language Arts, Drama/Theater Arts

Education
National Louis University (Graduated 2012)
Chicago, IL
* ED.S., Educational Leadership
* 4.0 Cumulative GPA

Loyola University (Graduated 2007)
Chicago, IL
* M.Ed., English Concentration
* 3.96 Cumulative GPA

DePauw University (Graduated 2004)
Greencastle, Indiana
* Bachelor of Arts, English Literature Major
* 3.70 Cumulative GPA and 3.96 Major GPA
* Dean’s List (eight semesters), Alpha Lambda Delta Academic Honor Society, Phi Eta Sigma Academic Honor Society, National Society of Collegiate Scholars, English Honor Society, Graduated Magna Cum Laude

Additional Coursework
Illinois State University
Normal, IL
* Completed Courses in Theater Education (Spring 2009)
* Completed the Illinois State University Theater Educator Institute (January 2010)

Experience & Qualifications:
Administrative Leadership

Executive Director
* Co-founded the Elkhart Education Foundation, a 501©3 organization that fills the budgetary gaps and provides innovative programming for Elkhart schools.
* Fundraised and infused over 2 million dollars into education projects in Elkhart
* Ran a successful, well-attended, and profitable Summerscape Day Camp for 5 years welcoming more than 400 students every summer for hands-on-learning experiences, field trips, and literacy practice.
* Created EdCamp, a childcare program for k-8 students during the Covid shutdown that provided students a safe, educationally enriching place to be on their e-learning days. Offered 25 weeks of e-learning support, enrichment programs, food services and transportation.
* Supported project-based curriculum development and awarded teachers more than $500,000 in innovative teaching grants.
* Successfully removed barriers to participation in extracurricular activities for students by providing extracurricular grants to teams, clubs, and performance groups.
* Re-imagined and renovated 14 elementary school libraries into state-of-the-art media centers with STEM learning centers, an infusion of technology, and increased access to books and online resources.
* Designed, funded, and built a professional learning center for district faculty to utilize for prof. development.
* Built 3 learning gardens/certified outdoor classrooms, providing students the opportunity to observe, discover, and experiment in nature.
* Developed the Kindness to Prevent Blindness mobile program that provides free medical eye exams and custom glasses to students that need them. Served more than 8000 students in 2021 alone.
English & Fine Arts Department Chairperson

* Supervised a staff of 25 people, while nurturing and sustaining a culture of collaboration, trust, learning and high expectations
* Participated in the hiring of new faculty members through interviews, deliberations, orientations, and mentoring
* Collaborated with the principal and other members of the administrative team to complete staff evaluations
* Demonstrated an ability to develop the instruction capacity of staff through instructional supervision, mentoring and advocating for technologies that support teaching and learning
* Analyzed demographic data and wrote an action plan for improvement in the achievement gap
* Participated in articulation meetings and demonstrations for feeder grammar schools
* Analyzed student progress and recommended appropriate level placement for incoming and current students
* Collaborated with teachers to develop curriculum and assessments including learning targets, curriculum guides and end-of-course assessments
* Spearheaded the revision of the English curriculum to align with the Common Core and coordinate with other humanities courses
* Successfully implemented innovative lesson plans and differentiated instruction for a variety of learning styles while integrating technology into daily teaching practices to enhance small and whole group lessons

Director of Curriculum

* Collaborated with Department Chairs to create a comprehensive, rigorous, and coherent curricular program aligned with state standards, common assessments and with student-centered teaching strategies
* Supervised the implementation of curriculum and instructional programs
* Collaboratively developed, articulated, and implemented a new vision of learning for Gordon Tech High School by participating in leadership team meetings and presentations to faculty

Director of Student Activities

* Managed 42 club moderators and school-approved clubs, planned school dances, pep rallies, assemblies, prom, graduation, and fundraising events
* Developed and managed a budget for the Student Activities Department
* Promoted continuous and sustainable school improvement by systematizing school events, clubs, and extracurricular activities
* Created a strategy, implemented plans, and achieved goal to increase student retention to 99%
* Created Heritage Day, Diversity Club, and the annual Taste of GT event to promote understanding and appreciation for the community's cultural diversity.
* Built and sustained positive relationships with families through attendance and presentations at Parent's Club meetings and events

Director of Fine Arts

* Developed and managed a budget for the Fine Arts Program
* Produced and directed five productions annually including a Fall Play, Spring Musical, Variety Show, Fine Arts Showcase, and Improv Night.
* Coordinated all publicity, administrative work, design, and development for the performing arts department
* Founded and moderated "Encore", an 85-member drama club that meets twice monthly
* Organized a fine arts parent support organization, “Applause”
* Crafted a new and relevant curriculum for Beginning Theatre Arts, Advanced Acting and Speech courses aligned with state standards with a student-centered teaching approach

Classroom Teaching

* Successfully implemented innovative lesson plans and differentiated instruction for a variety of learning styles for Sophomore World Literature, Freshman Intro to Literature, Senior Expository Writing, American Literature, Beginning Theater Arts, Advanced Acting and Public Speaking courses
* Maintained effective classroom management by establishing clear, consistent behavior guidelines, creating an organized classroom, promoting mutual respect, and making learning exciting through engaging activities
* Integrated technology into daily teaching practices to enhance small and whole group lessons in a one-to-one device environment.
* Worked with case managers, teacher’s aides, and social workers to adapt curriculum and coordinate necessary accommodations for exceptional students
Chronological Work Experience

**Education**

**Executive Director** (2015-2021)
*Elkhart Education Foundation, Elkhart IN*

**English & Fine Arts Department Chairperson** (2014-2015)
*Carmel Catholic High School, Mundelein IL*

**English Department Chairperson** (2013-2014)
*Carmel Catholic High School, Mundelein IL*

**Student Activities Director** (2012-2013)
*Carmel Catholic High School, Mundelein IL*

**Director of Curriculum, English Department Chair** (2011-2012)
*Gordon Tech High School, Chicago, IL*

**Director of Student Activities** (2010-2012)
*Gordon Tech High School, Chicago, IL*

**Director of Performing Arts, Teacher** (2008-2012)
*Gordon Tech High School, Chicago, IL*

**English Teacher/ Long-Term Substitute** (Spring Semester 2008)
*Rolling Meadows High School, Rolling Meadows, IL*

**Other Work Experience**

**Development Officer & Special Events Director** (2006-2007)
*Saint Scholastica Academy, Chicago, IL*

**Event Specialist** (2004-2006)
*Blue Plate, Chicago, IL*

**Illinois Junior Miss Program Chairwoman** (2004-2005)
*Chicago, IL*

**Good Morning America Audience Coordinator Assistant** (2002)
*ABC News, New York, NY*

**Related Skills**

* Proficient in Microsoft Office, GradeQuick, MyGradebook, Edline, Google Docs, iPad, Windows, iOS Operating System, Lenovo Tablet, Smartboard Technology
* Choreographer & Director
* Improv Coach
* Club Sponsor (Student Council, NHS, Drama Club, Gay Straight Alliance)
Objective

To elevate my community by conceptualizing and implementing programs that inspire and cultivate the creative spirit in all of us. To provide a safe place where self-expression and life-long learning are championed.

Professional Highlights

Founding Artistic Director of Premier Arts (2006-Present)
- Create and implement annual schedule of theatrical productions (at least 10 per year), community events and educational programs.
- Manage a multi-million-dollar budget, real estate and financial assets, and endowment accounts.
- Supervise and lead a staff of 14 and a volunteer force of over 5000 annually.
- Recruited and sustained a strong and engaged board of directors through positive relationship building.
- Responsible for all business aspects and 501c3 compliance.
- National award-winning monologue coach
- Published playwright (see credits below)
- Accomplished director (see highlights below, there are too many to list here)

Harriet - The Musical
Writer and Director of the Award-Winning new musical chronicling the life and times of Harriet Tubman.

Newsies! The Musical
Director- Premier Arts was awarded the first amateur license in the United States by winning a competition through Playbill.com. Premier Arts captured this victory by engaging our sphere of influence to garner over 1 million votes from 70 different countries.

Amazing Grace
Director - Premier Arts was the first community theatre in the nation selected to perform this powerful new musical about John Newton, the author of the famous hymn.

Good Night and God Bless - The Red Skelton Story
Writer and Director of this original Musical based on the Life and Legend of comedy genius and native Hoosier Red Skelton.

American Association of Community Theatre (AACT)
- International Adjudication Certificate
- Workshop Presenter "Musical Theatre Ensemble Building"
- Workshop Presenter "How to Build a Volunteer Army"
- Best Direction Award for a Musical (4)
- Best Actor Award for a Musical (2)
- Best Ensemble Award for a Musical (6)
- Best Costume Design (2)
Teaching Highlights

Jinhua China Arts School – Cultural Exchange
Participated in a month-long cultural exchange with China. Then hosted students from China who participated in workshops and performances with our students throughout our county.

Founded the Premier Arts Ambassador Program
The Premier Arts Ambassadors are an elite group of talented teens in the Elkhart area focused on bettering themselves and the community and inspiring others to achieve their goals. Though young in age, the Ambassadors seek to develop their performance skills and demonstrate the power of youth, while encouraging all to “play a part”.

Founded the Premier Arts Club
The Premier Arts Club (P.A.C.) aims to create tomorrow’s leaders by igniting a spirit of positivity and self-sufficiency in its members through hands-on & cooperative activities.

Theater Class at Pierre Moran Middle School (collaboration with Elkhart Community Schools)
Premier Arts teaches a daily drama class at the local middle school to promote self-confidence, collaboration, presentation skills, and creativity.

After School Enrichment Programs (collaboration with Elkhart Community Schools 21st Century Program)
Premier Arts leads theater classes and rehearsals at Roosevelt Elementary School and Pierre Moran Middle School during their afterschool club-time.

Summer Programming
Premier Arts Best of Broadway Camp is a sold-out summer day camp for ages 5-17 every year.

EdCamp and Summerscape (in collaboration with the Elkhart Education Foundation)
Premier Arts led weekly drama and creative arts camps that provided enrichment and cultivated confidence & arts appreciation among at-risk students.

Elkhart Community Schools – Intercultural Relation Group –
Responsible for all production aspects of this community wide conversation. Speakers include:
Original Freedom Rider - Charles Person
Holocaust Survivor - Eva Mozes Kor
Human Rights Defender - Henriette Nyirarukunda Ngenga
Speak Truth to Power – Robert F. Kennedy Humans Rights, Kerry Kennedy
Resume, 1/22/2022

Education:

Greenwood Community Schools, Graduated 1989
Ball State University, BS Music Education, 1996 (certificate on file)
  -Professional Teaching Licensure, Instrumental, Vocal, General, K-12
Indiana Wesleyan University, Master of Education, 2007 (certificate on file)

Employment History:

Francis Joseph Reitz High School, Evansville, IN 1996-2005
  -Assistant Band & Orchestra director 1996-1999
  -Head Band & Orchestra director 1999-2005
    -Concert Band state finals: 97-finalist, 98-3rd, 99-finalist, 00-finalist, 02-finalist
    -Concert Orchestra state finals: 97-4th, 98-2nd, 99-4th, 00-finalist, 01-3rd
    -Marching Band state finals: Class A 1997-7th, 1998-5th
      -Bands of America 2001
      St. Louis Regional - Class AAA Champion,
      -Grand Nationals Semi-Finalist 2001
      -show (drill) designer 1993-2005
      -arranger 1998, 2004
      -Gold Ratings in all Concert Band, Orchestra, Jazz, Marching Band performances
      -Performances at Walt Disney World, 97, 99, 01, 03, 05
  -Block schedule committee chairperson
  -Faculty Cabinet Chairperson (3 years)
  -EVSC All City Band Director (3 years)
  -EVSC All City Orchestra Director (2 years)
  -EVSC All City Jazz Director (2 years)

Elkhart Memorial High School 2005-2021
  Head Band Director 2005-2021
  Head Orchestra Director 2005-2008
  Music Department Chair 2011-2021
  -Oversaw the creation of a new band booster organization
  -Initiated and oversaw the addition of 2nd choral assistant, 3rd band assistant, 2nd and
    3rd orchestra assistant
  -Developed “Happy Holidays” all-department holiday concert
  -Auditorium Manager
  -Organize and coordinate bi-annual performance trip to Orlando, Florida, including Walt
    Disney World, Universal Studios, Clearwater Beach, Kennedy Space Center, Mammoth
    Cave;
  -Indianapolis 500 televised and pre-race parades 2008, 2016
Numerous gold ratings and with-distinction ratings in concert band, orchestra, jazz, and marching band
Band department was an 11 time recipient of the all-music award since 2005
ECS Teacher of the Year 2015

Boling Vision Center 2021-current
Project Manager
- Supervise building renovations
- Coordinate design/build projects
- Develop and lead bidding conferences
- Create project scopes and solicit quotes
- Daily construction site visits and communication
- Identify opportunities for efficiency
- Monitor building conditions

Professional Organizations:
Indiana Bandmasters Association member 1996-2021
ISSMA State Board member 2 tenures
ISSMA Marching Band Committee 2 tenures, Concert Committee
ISSMA Concert Organizational/Solo and Ensemble Host 1996-2021
ISSMA Concert Organizational Adjudicator 2017-2021
Elkhart Education Foundation founding board member
ISTA Member 1995-2021, association building representative 16 years

Other Profession-related Experiences:
Star of Indiana Drum and Bugle Corps, 1991, World Champions
Show designer for Franklin Central Marching Band 1993-1996 - State Fair Champions (4)

Hobbies & Interests:
Travel and camping with family and friends, gardening, cooking, metalworking, woodworking, electronics, spoiling dogs

References:
Band booster presidents, civic individuals, teachers, principals available upon request
Kurt Weimer: After completing his Bachelor of Arts; Music Education, from Ball State University in 1996, Kurt became licensed as an Instrumental, Vocal, and General music teacher for grades K-12 and began teaching at F. J. Reitz High School as the Band and Orchestra Director. During his tenure at Reitz, he assisted or led four concert band, four orchestra, and two marching band state finals appearances, a Bands of America Regional Class AAA Championship, and Grand National Semi-Finals qualification as well as receiving only gold ratings in all ensembles until moving north to be closer to family.

In 2005 Kurt became the band and orchestra director at Elkhart Memorial High School and assisted band instruction at West Side and North Side Middle Schools. During his time at Memorial, he brought the marching band back into competitive status and continued to increase the band and orchestra program gold ratings. Kurt focused on building relationships and soft-skill building through music performance as a primary focus in our diverse and socioeconomically challenging student population. He led the creation of a band booster organization that surpassed $100,000 in just five years. In 2007 he completed coursework to receive his Masters in Education from Indiana Wesleyan University. Kurt was also the music department chair from 2008 to 2021, increasing the music instruction team by three staff members, one vocal, two orchestra, and one band director, and leading the department to four ISSMA Total Department All-Music department awards for comprehensive excellence in all aspects of the music program. Kurt was selected by his peers as the Elkhart Memorial High School teacher of the year in 2016. He continued to lead the department through new school-wide initiatives, advances in technology, mentoring department members and student leaders, the merger of two high schools into one, as well as playing an integral role in the design and oversight of a new state-of-the-art music instruction facility. He served on the Indiana State School Music Association board of directors for six years as well as committees that redefined the rubrics used for ISSMA ensemble performance evaluations.

In 2021, Kurt became the project manager for Boling Vision Center. He has supervised the multi-million dollar design, renovation, and construction of several properties related to healthcare, foodservice, solar energy systems, and manufacturing - including a state-of-the-art lens manufacturing lab. He builds strong team-minded relationships with co-workers and contractors. Problem solving, organization, efficiency, disciplinary study, fiscal responsibility, and timely communication are an integral part of each and every day. Kurt has an evolving understanding of fire and safety protocols, surveillance, handicap accessibility, building security, food service codes and processes, water quality and conservation, environmental concerns, energy efficiency, and cost-avoidance
techniques. On a regular basis Kurt identifies concerns and arranges solutions or timely repair work. His background in education allows him to share the importance of these concepts with workers in a meaningful way.
Dawn Lisa McGrath
933 East Beardsley Avenue
Elkhart, IN 46514
(574) 606-2609
drdawnmcgrath@gmail.com

Education

Doctorate of Education; Ball State University
Educational Leadership; School Superintendent License

Masters of Science Northern Illinois University

Bachelor of Science Northern Illinois University

Work Experiences

2021 - present Executive Director, IN*SOURCE

2010 – 2020: Adjunct Instructor/ Post Doctoral Fellow at ISU, IUPUI, IUK, and IUSB

2015 - 2019 Deputy Superintendent/Director of Special Services Elkhart Community Schools

2013 – 2015 Director of Secondary Education Hamilton Southeastern Schools

2011 – 2013: Director of Special Education and Special Projects Kokomo-Center Schools

2010 – 2020: Adjunct Instructor/ Post Doctoral Fellow at ISU, IUPUI, IUK, and IUSB

2000– 2010: State Director of Exceptional Learners, Project Director Indiana Department of Education

1985– 2000: Teacher of Special Education Indianapolis; Miami; Grand Rapids; Blue Island

Notable Accomplishments

- Secured $23 million dollars in competitive grant funding for state and local purposes
- Oversaw the distribution of a billion dollars in state and federal funding to local school districts, monitored related grants and grant modifications
- In two districts, created college and career academy pathways, envisioned use of space and transformation of instructional practice, managed first stages of projects
- Established strategic school improvement processes and oversaw the development of...
strategic plans in two districts, 50 schools

- Developed and implemented plans to bring three districts into 1:1 technology usage
- Developed state software to manage standards based accountability
- Developed and implemented the state alternative assessment system
- Developed and implemented the state electronic IEP system
- Prepared and presented dozens of training sessions nationally, statewide, and locally
- Developed the teacher evaluation system in two districts
- Served on a lead team that transformed the state data management system
- Established a Professional Learning Community (PLC) framework for district-wide processes
- Served on the state RTI/MTSS team
- Served on the original staff that designed and opened a new elementary academy with multiage configurations, STEM themes, and a continuous calendar
- Partnered with universities to develop courses for administrators and apply for grants
- Partnered with IU and Head Start to establish lab school and early childhood center
- Created a cohort program with IU to develop 10 new special education teachers
- Supervised the High Ability Coordinator at the Indiana Department of Education and oversaw the high ability program in three districts

Notable Honors and Distinctions

Summa Cum Laude, Northern Illinois University Honors Degree
Outstanding Women Leadership Award
Director, State Advisement Committee
Director, Indiana Alternate Assessment Task Force
President, Central Chapter Indiana Autism Society
Board of Directors, Indiana Autism Society
Director, Indiana Resource Network
Board of Directors, Indiana Special Olympics
Board of Directors, Elkhart and St. Joseph Counties Head Start Consortium
Indiana Teacher Appraisal and Support System (INTASS), member
Indiana RTI/MTSS Study Team, member
AdvancEd Accreditation Team, member

Presentations to: US Council of Chief State School Officers (CCSSO), National Early Childhood Technical Assistance Center (NECTEC), National Summit on the Shared Implementation of IDEA, Indiana Commission on Education, Indiana Urban Schools Association (IUSA), Indiana Association of School Superintendents (IASS), Indiana Association of School Principals (IASP) School Psychologist Association (ISPA), Indiana School Boards Association (ISBA), Indiana Council of Administrators of Special Education (ICASE), Indiana Speech and Hearing Association (ISHA), Indiana Association for Supervision & Curriculum Development, (IASCD), Indiana Resource Center for Families with Special Needs (IN*SOURCE), IDOE Early Childhood Administrators Conference, Purdue Leadership Development Conference, Indiana University Law Conference, Indiana Hearing Officer Training, Indiana Association for the Gifted (IAG), Indiana Computer Educators (ICE), The ARC of Indiana, the Indiana Head Start Board, Elkhart Thought Leadership Conference Panel
TANNER SMALE

(574) 993-9910
tanner.smale@gmail.com
5320 Kindig Dr.
South Bend, IN. 46614

PROFILE
• Marketer with 9+ years of experience in digital marketing, social media, video production, and graphic design. A self-motivated and collaborative creative that seeks to expand abilities with each new project.

• Theatre Educator in the classroom and private studio for past 9+ years with emphasis on growth from the inside out. Believes in the transformative power of the arts to unlock elevated versions of ourselves in order to give more to one’s craft and the greater community.

• Scenic Artist with 7+ years of experience in bringing theatre sets to life through paint and color effects.

EDUCATION & CERTIFICATION
• Bachelor of Arts in Musical Theatre, Minor in Dance — North Central College, Naperville, IL. 2012

• Digital Marketing Certification — Google Digital Garage, 2019

• Champion Placemaker Academy — Elkhart County Convention & Visitor Bureau, 2020

EXPERIENCE
Director of Marketing & Communications
Premier Arts, Elkhart, IN. — 2021-Present
• Promoted to position after 8 years of related work at Premier Arts including social media management, graphic design, video production, video editing, and digital communication.

• Absorbed all logo, poster, brochure, and mailing design responsibilities.

• Helped to create new income stream for the company by offering video production to outside organizations for commercial, charity, and promotional use.

Social Media Coordinator, Premier Arts, Elkhart, IN. — 2013-2021
• Grew social media platforms (Facebook, Instagram, YouTube) from zero to having a highly engaged and loyal following with thousands in weekly engagement and reach.

• Mounted a successful digital and physical campaign to win the rights for Premier Arts to perform first licensed amateur production of Disney’s Newsies the musical by collecting over 1 million online votes from 70+ countries through BroadwayWorld.com.
• Initiated creation of promotional videos to market Premier Arts events which, due to high production value, have caught the attention of local organizations that now rely on our team to create videos for their campaigns. Such organizations include the Elkhart County Convention & Visitor Bureau, Salvation Army of Elkhart, and Flexco Products.

**Acting & Theatre Instructor, Premier Arts, Elkhart, IN. — 2013-Present**

• Through a partnership with Elkhart Community Schools, I created the curriculum and taught a daily course in Creative Dramatics to 7th and 8th graders at Pierre Moran Middle School from 2014-2020.

• Through the Premier Arts Theatre Academy, I have taught both group classes and individual lessons in the fundamentals of acting, improv, script analysis, and character development from 2013-Present

• As an extension of Premier Arts, I have led several workshops and week-long camps through the Elkhart Education Foundation’s Summerscape Camp, Elkhart Education Foundation’s EdCamp, and 20th Century Scholars Grant Program serving students K-8th grade.

**Scenic Artist, Premier Arts, Elkhart, IN. — 2014-2021**

• Charged with the completion of painting all Premier Arts theatrical sets through individual effort and direction of community volunteers.

• Organized and managed volunteer opportunities leading multiple volunteer groups through the completion of several simultaneous projects.

**RELATED SKILLS**

• Proficient in Adobe products (namely Illustrator & Premiere Pro)

• Proficient in Microsoft Office, Apple, and G Suite apps

• Familiar with Canon model cameras

• Strong communication skills with capable writing abilities

• Able to collaborate with others and adapt well to work environment
Profile
- An enthusiastic educator who is committed to providing excellence through her teaching strategies, classroom management, and passion for youth theatre instruction.
- A steadfast and inclusive manager who exhibits strong communication, leadership skills, and excellence in planning and overall organization.
- An ambitious professional who consistently strives for personal growth and motivates those around her to do the same by leading through example.

Education + Training Certificates

ACADEMIC HONORS DIPLOMA | MAY 2008 | NORTHWOOD HIGH SCHOOL

BACHELOR OF ARTS | MAY 2015 | INDIANA UNIVERSITY-SOUTH BEND
- Major: Child’s Psychology
- Double Minor: Anthropology + Music Performance

BLVI TRAINING CERTIFICATE | AUGUST 2012 | GOSHEN ECSEC
- Received training certificates in reading and recreating braille coursework, modification teaching strategies, and training in teaching assistance for students with blind or low-vision impairments.

HUMAN RESOURCES TRAINING CERTIFICATE | MARCH 2016 | THOR INDUSTRIES, INC.
- Attended training programs, provided through previous employer, for added certification in employee benefits and compensation.

EDUCATIONAL PROGRAMMING CERTIFICATE | AUGUST 2019 + MAY 2020 | AMERICAN ASSOCIATION OF COMMUNITY THEATRE
- Attended conferences with trained educational leaders in the community theatre circuit. Received two certificates for training in educational programming through this association.

Skills + Abilities

ORGANIZATIONAL MANAGEMENT
- Throughout my employment history I have gained an extensive amount of experience managing people, businesses and organizations, work personnel, children of all ages, classrooms, and mentor groups. I am a meticulous planner, responsible, driven, and I always meet deadlines. My flexibility and ability to multi-task make me great at managing any situation I am faced with.

COMMUNICATION
- I consider communication to be one of my strongest attributes. I am highly experienced in communicating and mentoring children of all ages as well as communicating with parents, community members, co-workers, and direct superiors. My experience and strength with communication has made me very successful in the workplace when training and managing personnel whom I am responsible for. I have experience not only in communication with English-speaking individuals, but Spanish speaking as well. I have a hands-on approach to communication with supervisors, co-workers, and students.
LEADERSHIP

- I have 13 years of experience working in management positions. Hiring and training, mentoring, encouraging, lesson planning and setting goals for my employees or students are all aspects which require strong leadership to draw exceptional results from others. In addition, I have spent over a decade directing, music directing and choreographing in the theatre, coaching cheerleading and gymnastics, and have worked as an academic tutor for a range of ages. These diverse experiences afford me the opportunity to become comfortable with taking the lead in any situation I am presented with. I believe in leading by example, and I take pride in doing just that in every aspect of my life. I am driven and dedicated to setting goals for myself and others, and always aim to meet and exceed the goals put in place.

Employment Experience (from current employment to past employment)

DIRECTOR OF EDUCATION | PREMIER ARTS | SEPTEMBER 2017 – PRESENT

- The expectations of my current position include, but are not limited to, the creation and execution of all educational programming and management of instructing staff for youth participants within our organization. During my time in this position, we have successfully expanded our youth program. This expansion has been seen not only through the growth in participation within our program, but with the opportunities that have been made available to the youth of our community. Our programming includes individual lessons, group classes, fine arts field trip opportunities, theatre workshops, annual theatre summer camps, and community outreach and partnership. These fine arts opportunities have enriched the community and greatly impacted our community's youth by offering enhanced access to quality fine arts education.

- For the past 4 years, I have been responsible for managing our partnership with Elkhart Community Schools through a 20th Century Scholars grant program. Our partnership included theatre education workshops and instruction via an after school program serving students ranging from K-8th grade. During this partnership, our students were granted access to theatre education services via scholarship and were provided experiences they may have otherwise not had access to.

- In more recent years, we have partnered with the Elkhart Education Foundation to provide curriculum and theatre education staff as part of their Summerscape program and their EdCamp program. I was the direct contact and management responsible for leading and supporting my educational staff to create an enriching curriculum to aid this organization’s endeavors provided to students K-8th grade on a weekly basis.

- I am the program director for our Premier Arts Ambassador program. This program mentors and instructs children aged 8th – 12th grade. Each week I am responsible for providing theatre education, music direction and life skill mentorship to this group of teenage program participants. This group gives back to the community through philanthropic endeavors, performance opportunities as well as education enrichment through deeper fine arts experiences.

- In addition to management of all teaching staff and curriculum in our theatre academy program, I am also in charge of all Human Resources duties with added administrative responsibilities. I manage employee benefits, payroll, hiring and orientation. I manage the company calendar and provide direct support to my fellow staff members through data entry, banking and deposit reconciliation, and overall generalist duties.

HUMAN RESOURCES REPRESENTATIVE | THOR INDUSTRIES, INC. | MAY 2015 – SEPTEMBER 2017

- My responsibilities included direct management of the processing and reconciliation of all corporate payroll, employee vacation, incentive and bonus programming, benefit administration, safety and worker’s compensation, as well as generalist duties for this Fortune 500 company. In addition, I assumed responsibilities in customer service relations, large event planning and managed training of other human resources associates.

VOICE + THEATRE INSTRUCTOR | PREMIER ARTS | JULY 2014 - PRESENT

- My instruction experience includes both one-on-one instruction with students of all ages as well as small and large group settings in and out of the classroom. Through the Premier Arts academy, I have the opportunity to work with hundreds of students each year, and I am responsible for the lesson planning, growth, and educational opportunities that this program provides.

MUSIC DIRECTOR | SEVERAL ORGANIZATIONS | JANUARY 2010 - PRESENT

- For over ten years, I have directed a large range of ages in the musical theatre and choral circuit. Through proficiency, great communication, and a passion for music in general I have successfully led many casts of youth and adults to a successful musical program. Additionally, I have been recognized through awards granted for excellence in music direction as well as mentorship opportunities in the surrounding area.
VISUAL IMPAIRMENT PARAPROFESSIONAL | NORTHWOOD MIDDLE SCHOOL | AUGUST 2012 - MAY 2015

- My main responsibility for this position was to assist the visually impaired students who attended NorthWood Middle School; this includes preparing (either by braille or electronic document) and/or modifying all assignments, learning strategies and tools needed for the student’s success. I worked alongside teachers to ensure my students obtained as much success in their academic careers as possible. While in classes, I also assisted any general education, lower functioning, or IEP student who may require help and often managed group session work within the classroom to benefit multiple students at one time.

MANAGER | PIER 1 IMPORTS | OCTOBER 2010 - MARCH 2013

- For this position, my responsibilities included, but were not limited to, the management of the area store as well as the personnel working during my shift(s). I was responsible for floor sets, stock deliveries, stock processing, drawer balancing, bank deposits, annual inventory of products within store, opening and closing the store, customer service, application processing, training, payroll, employee scheduling and maintaining a healthy and positive environment for employees and customers. While employed at Pier 1 Imports, I was given extensive workshop training on management, business ethics, and store processes which afforded me the ability to excel in my position and gain multiple training certificates in these areas.

MANAGER | MAURICES | NOVEMBER 2008 - OCTOBER 2010

- For this position, my responsibilities included, but were not limited to, the management of the area store as well as personnel working during my shift(s). I was responsible for floor sets, stock processing, drawer balancing, bank deposits, annual inventory of products within store, opening and closing the store, customer service, interviewing, hiring, and training, payroll, employee scheduling, marketing, recruiting, heading the philanthropic efforts of our area store—which includes organizing and planning charity events—and maintaining a healthy and positive environment for employees and customers. While employed at Maurices, I was put through their own “MBA” program, which was a continuous training process on management, business ethics, and store processes. We were required to attend workshops, meetings, and classes to learn how to successfully manage employees and a store. I was granted training certificates in these areas after successfully completing each program level’s exam.

Related Skills
- Proficient in Microsoft Word, Excel, Outlook, PowerPoint, Microsoft Office, iPad, and Google Docs
- QLab and audio editing software
- Music Director and Director
- Coach and Mentor
- Music theory and piano experience
- Proficient in payroll and human resource database and software
- Proficient in employee benefit programs and retirement planning programs

Awards and Achievements

ARION AWARD | NATIONALLY RECOGNIZED FINE ARTS AWARD | 2007
- Granted to one individual each year who exhibits excellence in musical and academic achievement

NATIONAL YOUTH FESTIVAL | AMERICAN ASSOCIATION OF COMMUNITY THEATRE | 2019
- Excellence in Music Direction

CIRCLE THE STATE WITH SONG | INDIANA MUSIC EDUCATION ASSOCIATION | 2022
- Area 2A’s Awarded Clinician and Choral Conductor
- This year’s program will involve over 300 students under my direction
Profile

- A dedicated and hardworking Technical Director with over a decade of experience in theatrical design, set creation, special effects, pyrotechnics, and digital media creation.
- A driven and committed manager who strives to lead by example, practice strong communication in the workplace, consistently deliver efficient and quality work, and inspire those around him to achieve excellence in all aspects of the task at hand.
- An enthusiastic instructor who has gained years of experience traveling the globe to educate and inspire youth in areas of song, dance, and theatre tech.

Education + Certificates

HIGH SCHOOL DIPLOMA | 2007 | NORTHRIDGE HIGH SCHOOL

ASSOCIATE OF PERFORMING ARTS CERTIFICATE | 2011 - 2013 | YOUNG AMERICANS COLLEGE OF THE PERFORMING ARTS

- Completed coursework in areas of enhanced performing arts, sound engineering, lighting design, children’s psychology, and youth education across the globe.

RIGGING CERTIFICATE | PRESENT | ETCP RIGGING

- Currently in the process of obtaining certification.

Chronological Work Experience

INSTALLER | RYAN’S DECKING AND FENCING | 2004 - 2008

- Responsible for the fabrication and installation of customer decking, fencing, and sunrooms.

SUPPORT STAFF | PREMIER ARTS | 2008 - 2011

- Creative team support staff with responsibilities in set construction, lighting design, sound engineering, large event planning, and management of volunteers.

DIE SETTING + CNC OPERATOR | PRECISION STAMPING | 2008 – 2011

- Employment responsibilities included operation of two-ton presses, die-setting, forklift operation and CNC setting and operation.

LEAD FABRICATOR | HENG’S VINYL CREATIONS | 2014 - 2016

- Responsible for all shipment and company inventory, proficient in CNC router programming and operation, management responsibilities of employees and all orders.

BRDC | CHIEF OF OPERATIONS | 2016 - 2018

- Direct management of all staff; production, manufacturing and purchasing supervisor. Responsible for the hiring of staff, product design and acquisition of new products and supplies.
OWNER AND OPERATOR | PRECISION FENCING | 2018 - PRESENT

- Owner and operator whose responsibilities include, but are not limited to – design and fabrication of products, sales and customer relations, human resources affairs, employee hiring and payroll, direct management of facility and employees, material acquisition, and installation.

TECHNICAL DIRECTOR | PREMIER ARTS | 2013 - PRESENT

- Responsibilities include, but are not limited to – design and construction of all theatrical set needs, coordination and management of company volunteers, sound engineering and lighting design, direct management of warehouse employees, event planning and execution, direct responsibility over all technical equipment, warehouse functionality and upkeep, ordering of rental equipment for company needs as well as customer relations and sales when renting our items out to other venues, video and audio design for virtual productions or video creation, and direct support and involvement with our youth-theatre program.

INSTRUCTOR AND AMBASSADOR DIRECTOR | PREMIER ARTS | 2019 - PRESENT

- Instruct group theatre tech classes, through Premier Arts. Instruction includes management of classes as well as lesson planning in this area. In addition, management of our teen Ambassador group involves directing a group each week in all areas of theatre education. These responsibilities include, but are not limited to, theatre design, tech, performance opportunities, community service and theatre competition.

Related Skills

PROFICIENCIES

- 3D printing software (namely Cura) and laser engraving
- Adobe products (Photoshop, Premiere Pro, After Effects, and Audition, Microsoft Office, Apple/Apple Apps, and QLab).
- Sound Operating Boards (most proficient with Soundcraft systems)
- Lighting Equipment
- Operating projections and creation through projection software
- Experience in communicating in other languages (namely Japanese and German)
- Forklift and scissor lift operation
- Audio recording software
- Operation of all power tools, saws, construction equipment, CNC machinery and die-setting equipment

Awards + Achievements

STATE FESTIVAL | AMERICAN ASSOCIATION OF COMMUNITY THEATRE | 2011

- Best Technical Design + Execution
- Jack Peek Memorial Backstage Technical Award

REGIONAL FESTIVAL | AMERICAN ASSOCIATION OF COMMUNITY THEATRE | 2011

- Excellence in Production Concept + Execution

STATE FESTIVAL | AMERICAN ASSOCIATION OF COMMUNITY THEATRE | 2015

- Jack Peek Memorial Backstage Technical Award
- Outstanding Achievement in Set Design

NATIONAL YOUTH FESTIVAL | AMERICAN ASSOCIATION OF COMMUNITY THEATRE | 2019

- Excellence in Set Design
Stephanie Krol—Public Relations Consultant

Stephanie Krol’s diverse background in public relations and marketing enables her to offer clients a wide range of expertise from strategic storytelling to crisis communications.

She currently focuses her efforts on a wide range of nonprofit clients that are making an impact throughout the Midwest with the arts, education and medicine. Stephanie is proud of the work of raising the visibility and donations for Premier Arts, Elkhart Education Foundation, The Lerner Theatre, Startup Moxie Elkhart County, South Bend-Elkhart Regional Partnership entrepreneur programs and the Strength to Love Foundation. In addition, she assists corporate clients such as Holladay Properties leverage their community impact programs.

To get a taste of the needs of managing a small public relations agency, Stephanie joined Public Communications Inc. (PCI), where she managed a variety of accounts from business to business, nonprofit to healthcare including the Brookfield Zoo, The MGM Mirage Resorts and the University of North Carolina at Chapel Hill School of Medicine.

Stephanie joined PCI after spending four years at Edelman, the largest independent public relations agency in the world. At Edelman, Stephanie worked on corporate communications programs and issues management for a wide range of clients including Limited Brands, Kraft Foods, Unilever, the Mills Corporation (commercial real estate offerings) and True Value Company. She was also a founding member for the agency’s corporate social responsibility practice.

Stephanie began her career as a communications associate for the Diabetes Association of Greater Cleveland. At the Diabetes Association, she would publicize medical news, coordinate special events and the nonprofit’s marketing.

An active member in many professional and civic organizations, Stephanie is a former board president of the Chicago Chapter of the Public Relations Society of America (PRSA) and a past board president of the Humane Society of Elkhart County. Stephanie earned a journalism degree from The Ohio State University. She lives in Indiana with her husband, two children and rescue pup.
Dean of Students

**Responsibilities:**

- Supervise the consistent and fair administration and tracking of student conduct and discipline data (merits/demerits);
- Contribute toward a safe environment for learning, including ensuring that student conduct is maintained and discipline is enforced fairly and consistently, and updating and implementing the required annual school safety report;
- Serve as liaison to parents and facilitate parent education and involvement, including reinforcing the need for parents to support the school's policies and practices for student discipline, dress code, homework, and events;
- Coach teachers on classroom/behavior management techniques;
- Assist in making formal reports to the board of trustees and charter entity on student conduct, school safety and related matters;
- Implement and follow policies and procedures for student dress code, discipline and other policies related to maintaining a positive school culture of learning and achievement;
- Facilitate faculty and staff development related to school culture and consistent enforcement of student discipline;
- Organize school events including open houses and parent conferences;
- Facilitate parent education and involvement, including reinforcing the need for parents to support the school's policies and practices for student discipline, dress code, homework, and events;
- Undertake administrative and instructional duties as the principal may assign.

**Qualifications:**

- BA/BS degree or graduate degree;
- Administrative certification welcomed but not mandatory;
- Experience and demonstrated ability in working with children in a teaching, counseling or other applicable capacity (examples include, but are not limited to involvement with community youth organizations, supervisory roles in the Boy Scouts or Girl Scouts, and mentorships);
- Demonstrated successful teaching experience;
- Exhibited leadership in working with professional staff, students, and the community;
- Agreement with the academic goals and philosophy of the charter school;
- Commitment to accountability, including a rigorous student testing regime;
- Demonstrated success in encouraging parental involvement.
Coaching and support for school founders

To ensure that schools start strong and sustain excellence over time, BES offers Follow On Support (FOS) to school founders in their planning year and first two years of operation.

Program Components

FOS consists of several impactful coaching activities - virtual site visits, weekly coaching calls, remote trainings, document review, and video feedback. Leaders in their planning year also take part in small group intensives that mirror a cohort-based learning experience, led by BES coaches and leaders of high-performing BES schools.

FOS consists of a minimum of four hours per month for leaders in years 0-2, broken up into:
- Coaching calls with BES coach to rapidly develop leader skills
- Video feedback and meetings on key moments of leadership - coaching adults, leading PD, hiring, and classroom observations
- Review of leader’s documents and systems including including vision for academics and school culture, curriculum, schedules, and all operational documents
- Virtual site visit(s) to the leader’s school with BES coach (in-person when safe travel resumes):
  - Leaders in year 0 receive one virtual visit/year
  - Leaders in years 1-2 receive four virtual visits/year
- Access to FOS resource hub
- Planning year only: Monthly cohort-based training webinars led by BES coaches and school leaders

Planning Year Training

Follow On Support’s training for leaders in their planning year equips them with the knowledge and skills necessary to successfully open and run a high-quality, locally responsive public charter school.

Each monthly training webinar is a practical look at one focus area such as community and family outreach and engagement, organization and project planning, facilities, staff recruitment and hiring, family onboarding, instructional leadership, adult management, school culture, data systems, and professional development. Founders will:
- Examine and analyze exemplar work from current leaders, case studies, written artifacts, and video
- Practice the new skill or share their current work in the area with their cohort
- Receive tailored next steps to apply their learning with their BES coach

2021-22 Cost: Cost varies based on age of school and level of support needed.

e-mail shelisted@bes.org  web bes.org  phone 617.227.4545 x 228
Attachment 11-
Governing Documents
STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

PREMIER ARTS INCORPORATED

I, JOSEPH H. HOGSETT, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence will begin February 14, 1992.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Fourteenth day of February, 1992

______________________________
JOSEPH H. HOGSETT, Secretary of State

By ____________________________
Deputy

Indiana Secretary of State
Packet: 1992021069
Filing Date: 02/14/1992
Effective Date: 02/14/1992
ARTICLES OF INCORPORATION
OF
Premier Arts Incorporated

(Complete name as will be shown in Article 1)

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I Name
The name of the Corporation is (The name MUST include the word "Corporation" or "Incorporated," or one of the abbreviations thereof):
Premier Arts Incorporated

ARTICLE II Purpose
The purposes for which the Corporation is formed are:
See mission & purpose statement

ARTICLE III Period of Existence
The period during which the Corporation shall continue is:
Perpetual

ARTICLE IV Registered Agent, Registered Office, Principal Office
SECTION 1 Registered Agent. The name and address of the Corporation's Registered Agent and Registered Office for service of process are:
Michael D. Phelps
410 South Main Street
ELKHART, INDIANA 46516

SECTION 2 Principal Office. The post office address of the principal office of the Corporation is:
Post Office Box # 2283 ELKHART

ARTICLE V Membership
A minimum of one (1) person shall have signed the membership list. (Directors or Trustees or Incorporators may be included in the membership.)

SECTION 1 Classes (if any):
Indiana Secretary of State
Packet: 1992021069
Filing Date: 02/14/1992
Effective Date: 02/14/1992

See By-Laws
ARTICLE V Membership (continued)

SECTION 2 Rights, Preferences, Limitations, and Restrictions of Classes:

See By-Laws

SECTION 3 Voting Rights of Classes:

See By-Laws

ARTICLE VI Directors

SECTION 1 Number of Directors:
The Initial Board of Directors is composed of Nine members. If the exact number of Directors is not stated, the minimum number shall be Three and the maximum number shall be Nine, provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation; AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3):

SECTION 2 Names and Addresses of the Initial Board of Directors are:

<table>
<thead>
<tr>
<th>Name</th>
<th>No. and Street or Building</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Daniel Phelps</td>
<td>215 Berardo Pl. Apt. 1</td>
<td>Mishawaka</td>
<td>IN</td>
<td>46544</td>
</tr>
<tr>
<td>Sonia G. Guy</td>
<td>405 Trout Creek Rd.</td>
<td>Bristol</td>
<td>IN</td>
<td>46507</td>
</tr>
<tr>
<td>Randall George Glandes</td>
<td>1527 Morehouse Ave.</td>
<td>Elkhart</td>
<td>IN</td>
<td>46516</td>
</tr>
<tr>
<td>Christina Marie Risser</td>
<td>62569 Cr. 9 South</td>
<td>Gosher</td>
<td>IN</td>
<td>46526</td>
</tr>
<tr>
<td>Philip Michael Patnaude</td>
<td>1410 E. Donald</td>
<td>South Bend</td>
<td>IN</td>
<td>46613</td>
</tr>
<tr>
<td>Sandra Kay Sandusky</td>
<td>601 North West Blvd.</td>
<td>Elkhart</td>
<td>IN</td>
<td>46514</td>
</tr>
<tr>
<td>Ruth Miller</td>
<td>59203 Park Shore Dr.</td>
<td>Elkhart</td>
<td>IN</td>
<td>46517</td>
</tr>
</tbody>
</table>

ARTICLE VII Incorporator(s)

Name(s) and Address(es) of the Incorporator(s) of the Corporation is (are) as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>No. and Street or Building</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael D. Phelps</td>
<td>215 Berardo Pl. Apt. 1</td>
<td>Mishawaka</td>
<td>IN</td>
<td>46544</td>
</tr>
<tr>
<td>Sonia G. Guy</td>
<td>405 Trout Creek Rd.</td>
<td>Bristol</td>
<td>IN</td>
<td>46507</td>
</tr>
<tr>
<td>Christina M. Risser</td>
<td>62569 Cr. 9 South</td>
<td>Gosher</td>
<td>IN</td>
<td>46526</td>
</tr>
</tbody>
</table>

ARTICLE VIII Statement of Property and Value (If any)

A statement of the property and an estimate of the value thereof to be taken over by the Corporation at or upon its incorporation is as follows:

NONE

Indiana Secretary of State
Packet: 1992021069
Filing Date: 02/14/1992
Effective Date: 02/14/1992
ARTICLE VIII Statement of Property and Value (If any) (continued)

<table>
<thead>
<tr>
<th>Signature</th>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Michael Daniel Phelps</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sonia G. Guy</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Christina Marie Risser</td>
</tr>
</tbody>
</table>

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern, that a membership list or lists of the above-named corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

THIS DOCUMENT MUST BE SIGNED BY ALL INCORPORATORS.

I (we) hereby verify subject to penalties of perjury that the facts contained herein are true. (Notarization not necessary)

This instrument was prepared by:

Address
Indiana Secretary of State
Packet: 1992021069
Filing Date: 02/14/1992
Effective Date: 02/14/1992
The Indiana Nonprofit Act of 1991 (the 1991 Act") became effective on August 1, 1991. Pursuant to the 1991 Act, the following information is required to be included in the Articles of Incorporation:

Article X: Type of Corporation is: check one only

- [X] Public benefit
- [ ] Mutual benefit
- [ ] Religious

Article XI: Indicate if the corporation will have members:

- [X] Yes
- [ ] No

Article XII: Distribution of Assets on Dissolution or Final Liquidation:

Donated to the City of Elkhart, Indians for the sole purpose of use with or in the Elco Theatre at 410 South Main Street, Elkhart, Indiana.
BY-LAWS
OF
PREMIER ARTS, INC.

ARTICLE I
NAME AND LOCATION

SECTION 1 - NAME

The name of the Corporation shall be PREMIER ARTS, INC.

SECTION 2 - LOCATION

The post office address of its principal office is 408 South Main Street, Elkhart, Indiana, and the name and post office address of its resident agent is Michael D. Phelps, 408 South Main Street, Elkhart, Indiana 46516. The location of its principal office or the designation of its resident agent or both may be changed at any time or from time to time when authorized by the Board of Directors, by filing with the Secretary of State on or before the date any change is to take effect, or within five (5) days after the death of the resident agent, or other unforeseen termination of the agency, a certificate signed by the President or a Vice President, and the Secretary or an assistant secretary of the Corporation, and verified under oath by one of such officers signing the same, stating the change to be made and reciting that such change is made pursuant to authorization by the Board of Directors.

ARTICLE II
FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December.
ARTICLE III

MEMBERS

SECTION 1 - ANNUAL MEETINGS

The annual meeting of the members of the Corporation shall be held at such place, within or without the State of Indiana, as may from time to time be designated by the Board of Directors and stated in the Notice of the Meeting, but in no event shall the meeting be more than three (3) months after the close of the Corporation's fiscal year, for the election of directors and the transaction of such other business as may lawfully come before the meeting.

SECTION 2 - SPECIAL MEETINGS

Special meetings may be called by the majority of the Board of Directors, by the President, or by Members holding not less than ten percent (10%) of the memberships of the Corporation at the time issued and outstanding by filing with the Secretary a written request for such meeting and stating the object thereof and the location, within or without the State of Indiana, the date and hour. Upon the filing of such request, the Secretary shall give immediate notice of such meeting to each Member.

SECTION 3 - NOTICE OF MEETINGS

A written notice, stating the place, day and hour of any meeting of the Members, and in the case of a special meeting, the purpose or purposes for which such meeting is called, shall be delivered or mailed by the Secretary of the Corporation or by the persons calling the meeting, to each Member of record of the Corporation entitled to vote at such meeting at least ten (10) days before the date of the meeting. Such notice, if mailed, shall be mailed, postage prepaid, to each Member at the post office address as the same appears upon the records of the Corporation. Notice of Member's meetings may be waived in writing by any Member, if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Each Member who has in the manner above provided waived notice of a Member's meeting shall be conclusively presumed to have been given due notice of such meeting.

SECTION 4 - WAIVER OF NOTICE

Notice of annual or special meeting of Members may be waived by the signing of a written waiver of notice or by attending and participating in the deliberations of the meeting.

SECTION 5 - QUORUM

Members owning a majority of the memberships of the Corporation shall constitute a quorum at any meeting of such Members and shall be
capable of transacting any business, except when otherwise
specifically provided by law or by the Articles of Incorporation.
If, at any meeting of the Members, there be less than a quorum
present, a majority in interest of the Members present in person may
adjourn from time to time without notice other than by announcement
at the meeting at which a quorum shall be present, any business as
originally called and notified.

SECTION 6 – REQUIRED VOTE

At all meetings of Members all questions shall be determined by a
majority vote of the Members present in person at the meetings.

SECTION 7 – ACTION BY UNANIMOUS CONSENT OF MEMBERS

Any action required or permitted to be taken at any meeting of
Members may be taken without a meeting if, prior to such action, a
written consent thereto is signed by all of the Members entitled to
vote thereon and such consent is filed with the minutes of the
proceedings of the Members.

SECTION 8 – ORGANIZATION

The President or, in his/her absence, the Vice President or, in
his/her absence, the Treasurer or, in his/her absence, a member chosen
by the President, shall call meetings of the Members to order and
shall act as Chairperson of such meetings, and the Secretary of the
Corporation, or in his absence any Member appointed by the
Chairperson, shall act as Secretary of all such meetings.

ARTICLE IV

THE BOARD OF DIRECTORS

SECTION 1 – BOARD OF DIRECTORS

The business of the Corporation shall be managed by a Board of
Directors consisting of not less than three (3) nor more than nine (9)
Directors. New Directors shall be elected and shall hold office until
their respective successors shall have been elected and qualified.
Any vacancy occurring in the Board of Directors, from whatever cause
arising, shall be filled by selection of a successor in the manner
provided in the Articles of Incorporation, of a selection may be made
by a majority of the Board of Directors at a special meeting called
for that purpose.

SECTION 2 – ELECTION

New Directors shall be elected by a majority of the Directors and
they shall hold office until their successors are chosen and
qualified.
SECTION 3 - QUORUM

A majority of the whole Board of Directors shall be necessary to constitute a quorum for the transaction of any business, except the filling of vacancies, and the act of a majority of the directors present at the meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the By-Laws, or the Articles of Incorporation of the Corporation.

SECTION 4 - ANNUAL MEETING

The Board of Directors shall meet annually, without notice, immediately following the annual meeting of the Members, for the purpose of electing officers of the Corporation for the ensuing year and of transacting such other business as properly may come before the meeting.

SECTION 5 - SPECIAL MEETING

Special meetings of the Board of Directors may be called by the President of the Corporation or by any member of the Board of Directors upon twenty-four (24) hours' notice given personally or by telephone or telegraph to each Director or by mail, if mailed at least five (5) days before such meeting. The notice, however given, shall specify the purpose of the meeting, its location, date and time. Such special meeting may be held at such place, either within or without the State of Indiana, as shall be specified in the call of said special meeting. Notice of the time, place and call of any meeting of the Board may be waived in writing if the waiver sets out in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting of the Board, including by telephone as provided in the By-Laws, shall constitute a waiver of notice of such meeting and of the time, place and call thereof.

SECTION 6 - ACTION BY UNANIMOUS CONSENT OF DIRECTORS

Any action required or permitted to be taken at any meeting of the Board of Directors or of any Committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such Committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or the Committee.

SECTION 7 - EXECUTIVE COMMITTEE

If at any time the Board of Directors consists of five (5) or more members, the Board may, by resolution adopted by a majority of the actual number of Directors elected and qualified, designate not fewer than three (3) Directors, who shall include the President and the Executor Director, to constitute an Executive Committee that shall have and may exercise all the powers of the Board, except as
prohibited by the Indiana Not-for-Profit Corporation Act, as amended, 
the Corporation's Articles of Incorporation or these By-Laws. The 
President shall be the Chairman of the Executive Committee. The Board 
shall have power to change the members of the Executive Committee, 
other than the President, at any time, either with or without cause, 
to fill vacancies in such membership and to discharge the Executive 
Committee, either with or without cause at any time.

SECTION 8 - REMOVAL OF DIRECTOR

At a meeting of Members called expressly for that purpose and any 
other purpose, Directors may be removed with or without cause by a 
vote of the holders of a majority of the memberships then entitled to 
vote.

SECTION 9 - SALARIES

The Board of Directors shall have power to fix the salaries of 
and hire all officers, and the Executive Directors shall employ and 
discharge all employees; or said Board of Directors may authorize any 
one or more of its officers or its Executive Director so to do.

The Board may by resolution from time to time prescribe the 
manner in which all obligations of the Corporation shall be issued and 
signed.

The Board may also prescribe the manner in which the books of the 
Corporation shall be kept and audited, and the affairs of the 
Corporation manager; what officer or officers may borrow money in the 
name of the Corporation; and in general said Board shall have full 
charge and management of the business affairs of said Corporation, 
with full power to act in the premises.

In addition to the powers and authorities by these By-Laws 
expressly conferred upon it, the Board may exercise all such powers of 
the Corporation and do all such lawful acts and things as are not 
prohibited by the Indiana Not-for-Profit Corporation Act, by the 
Articles of Incorporation, or by these By-Laws directed or required to 
be exercised or done by the Members.

SECTION 10 - CHAIRPERSONS OF THE BOARD

The Board may designate by majority vote of at least a full 
quorum of the Board of Directors a chairperson thereof, whose 
responsibilities shall be to preside at all meetings of the Members 
and Directors and to discharge such other duties as may be designated 
by the Board of Directors. If no chairperson is so designated, 
the duties thereof shall reside in such officer of the Corporation as 
is otherwise provided for in these By-Laws.

SECTION 11 - ORDER OF BUSINESS

The order of business at all meetings of the Board of Directors 
shall be as follows:
(1) Roll call  
(2) Reading of the minutes of the preceding meeting and action thereon  
(3) Reports of Officers  
(4) Reports of Committees  
(5) Unfinished Business  
(6) Miscellaneous Business  
(7) New Business  

SECTION 12 - TELEPHONE MEETINGS  

Board members may hold meetings by conference call and need not be physically present for said meetings.  

ARTICLE V  
OFFICERS OF THE CORPORATION  

SECTION 1 - ELECTION  

The officers of the Corporation shall consist of the President, Vice President, Secretary, and Treasurer. The Board of Directors may also elect one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, and such other officers or assistant officers as the Board of Directors may from time to time determine by resolution creating the office and defining the duties thereof, including appointment of an Executor Director. The officers shall be elected by the Board of Directors from among the Members of the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. Except in the filling of vacancies or newly created offices, all officers shall be elected at the annual meeting of the Members, and each officer, whenever elected, shall, subject to the provisions of Section 2, hold office until the next annual meeting of the Board of Directors and until his successor shall have been elected and qualified.  

SECTION 2 - REMOVAL OF AN OFFICER  

The Board of Directors, by a majority vote of said Board, may remove any officer, with or without cause. Vacancies in any office, however occurring, may be filled by a majority vote of the Board at any meeting of the Board.
SECTION 3 - DUTIES

The principal duties of the several general offices, respectively, are as follows:

(a) The President shall preside at all meetings of the Members and of the Board of Directors. He/she shall be the Chief Executive Officer of the Corporation and shall have the general supervision, direction, and active management of the property, affairs, and business of the Corporation, subject to the Board of Directors. He/she shall see that all orders and resolutions of the Board of Directors are carried into effect. He/she shall sign all commercial paper, contracts, and all other obligations and instruments in writing, unless otherwise ordered by the Board of Directors. He/she shall submit a complete and detailed report of the Corporation for the fiscal year and of its financial condition to the Board of Directors at the first regular meeting in each year and to the Members at their annual meeting and shall from time to time and at least quarterly report to the Board of Directors, and monthly report to the Executive Committee, all matters within his/her knowledge which the interest of the Corporation may require to be brought to his/her notice. He/she shall perform such additional duties as may be prescribed from time to time by the Board of Directors or the By-Laws.

(b) The Vice President shall discharge the duties of the President in the event of his/her absence or disability for any cause whatever. He/she shall perform such additional duties as may be prescribed from time to time by the Board of Directors or as may be prescribed from time to time by the By-Laws; provided that if the Board of Directors shall elect more than one Vice President, their right to act during the absence or disability of the President shall be in the order in which their names appear in the resolution or resolutions, electing such Vice President.

(c) The Secretary shall sign all deeds, leases, or conveyances executed by the Corporation and shall keep a correct and complete record of all of the proceedings and shall see that all orders and resolutions of the Board of Directors are carried into effect. He/she shall submit a complete and detailed report of the Corporation for the fiscal year and of its financial condition to the Board of Directors at the first regular meeting in each year and to the Members at their annual meeting and shall from time to time report to the Board of Directors all matters within his knowledge which the interests of the Corporation may require to be brought to his/her notice. He/she shall perform such additional duties as may be prescribed from time to time by the Board of Directors or by the By-Laws. He/she shall attend to the giving and serving of all notices of the Corporation and shall perform such other duties as this code of By-Laws may require, or the Board of Directors may prescribe.

(d) The Treasurer shall keep account of all moneys, credits, and property of the Corporation which shall come into his hands and shall keep an accurate account of all moneys received and disbursed. He/she
shall have the custody of all of the funds and securities of the Corporation, and whenever necessary, he/she shall endorse on behalf of the Corporation all checks, notes, or other obligations and evidence of the payment of money payable to the Corporation or coming into his/her possession and shall deposit the funds arising therefrom, together with all other funds of the Corporation coming into his/her possession, in such banks as may be selected as the depositories of the Corporation or properly care for them in such other manner as the Board of Directors may direct. He/she shall sign checks and other instruments drawn on or payable out of the funds of the Corporation, whenever required by the Board of Directors so to do. He/she shall at all times exhibit a true and complete statement of his/her cash account and of the securities and other funds in his/her custody and control and shall at all reasonable times within business hours exhibit his/her books and accounts to any Director. He/she shall in general perform all the duties which are incident to the office of Treasurer of a Corporation, subject to the Board of Directors. If the Board of Directors shall so require, he shall give bond in such sum and with such surety as the Board of Directors may direct for the faithful performance of his/her duties and for the safe custody of the funds and property coming into his/her possession. He/she shall perform such additional duties as may be prescribed from time to time by the Board of Directors or by the By-Laws.

SECTION 4 - DELEGATION OF DUTIES

In case of the absence of any officer of the Corporation, or for any other reason that this Board may deem sufficient, the Board may delegate the powers of duties of such officer to any other officer or director, including to the Executive Director, provided a majority of the entire Board concurs therein.

SECTION 5 - SALARIES

The Board of Directors may, at its discretion, from time to time, fix the salary of any officers whose salary is not fixed by the Board of Directors, subject to the approval of the Board.

SECTION 6 - EXECUTION OF DOCUMENTS

Unless otherwise directed by the Board of Directors or otherwise provided herein or in the Corporation's Articles of Incorporation, or as otherwise required by law, all contracts, leases, notes, commercial paper, and other instruments in writing and legal documents shall be signed by the President. All bonds, deeds, and mortgages shall be signed by the President and attested by the Secretary. All certificates of stock shall be signed by the President and the Secretary.

SECTION 7 - VACANCIES

Whenever any vacancy shall occur in any office of the Corporation, such vacancy shall be filled by the Directors by the election of a new officer who shall hold his office until the next
annual meeting or until his/her successor is duly elected and qualified.

SECTION 8 - LOANS TO OFFICERS

No loan of money or property or any advance on account of services to be performed in the future shall be made to any officer or Director of the Corporation, except as allowed by the applicable statute of the State of Indiana.

ARTICLE VI

CHECKS

All checks, drafts, or other orders for the payment of money shall be signed in the name of the Corporation by such officers or persons as shall be designated from time to time by resolution adopted by the Board of Directors and spread of record in the minute book of the Corporation and shall exist of two (2) signatures to be determined by the Board.

ARTICLE VII

REMOVAL OF DIRECTORS AND OFFICERS

SECTION 1 - REMOVAL OF DIRECTORS

Any provision herein to the contrary notwithstanding, the holders of a majority of the outstanding memberships entitled to vote may at any time peremptorily terminate the term of office of all or any of the Directors by vote at a meeting called for such purpose or by a written statement filed with the Secretary or, in his/her absence, with any other officer. Such removal shall simultaneously (???), and the vacancies on the Board of Directors resulting therefrom shall be filled only by the Members.

SECTION 2 - REMOVAL OF OFFICERS

Any provision herein to the contrary notwithstanding, any officer may be removed from office peremptorily by vote of the Board of Directors at any meeting.
ARTICLE VIII

MISCELLANEOUS

The provisions of the Indiana Not-for-Profit Corporation Act of 1971, as amended, applicable to all matters relevant to, but not specifically covered by, these By-Laws are hereby, by reference, incorporated in and made a part of these By-Laws.

ARTICLE IX

AMENDMENTS

These By-Laws may be rescinded, changed, or amended at any regular or special meeting of the Board of Directors if a notice or waiver of notice for said meeting shall have stated the sections of the By-Laws proposed to be rescinded, changed, or amended. A majority vote of all Board members must take place for any amendment of the By-Laws to be effective.

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) To the extent not inconsistent with Indiana law as in effect from time to time, every person (and the heirs and personal representatives of such person), who is or was a Director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by him in connection with or resulting from any claim, action, suit, or proceeding (i) if such Director, officer, employee, or agent is wholly successful with respect thereto, or (ii) if not wholly successful, then if such Director, officer, employee, or agent is determined, as provided in paragraph (e), to have acted in good faith, in what he reasonably believed to be the best interests of the Corporation and, in addition, with respect to any criminal action or proceeding is determined to have had no reasonable cause to believe that his/her conduct was unlawful. The termination of any claim, action, suit or proceeding, by judgment settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a Director, officer, or employee or agent did not meet the standards of conduct set forth in this section.
(b) The terms "claim, action, suit or proceeding" shall include every claim, action, suit or proceeding and all appeals thereof (whether brought by or in the right of this Corporation or any other corporation or otherwise), civil, criminal, administrative or investigative, or threat thereof, in which a director, officer, employee or agent of the Corporation (or his/her heirs and personal representatives) may become involved, as a party or otherwise;

(1) by reason of his/her being or having been a Director, officer, employee or agent of this Corporation or of any other corporation which he/she has served as such at the request of this Corporation, or

(2) by reason of his/her acting or having acted in any capacity in a partnership, joint venture, association, trust, or other organization or entity where he/she served as such at the request of the Corporation, or

(c) The terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines or penalties against, and amounts paid in settlement by or on behalf of, a Director, officer, employee or agent.

(d) The term "wholly successful" shall mean (i) termination of any action, suit or proceeding against the person in question without any finding of liability or guilt against him/her, (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any action, suit or proceeding, or (iii) the expiration of a reasonable period of time after the making of any claim or threat of an action, suit or proceeding without the institution of the same, without any payment or promise made to induce a settlement.

(e) Every person claiming indemnification hereunder (other than one who has been wholly successful with respect to any claim, action, suit or proceeding) shall be entitled to indemnification (i) if special independent legal counsel, which may be regular counsel of the Corporation or other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called "referee"), shall deliver to the Corporation a written finding that such Director, officer, employee or agent has met the standards of conduct set forth in the preceding paragraph (a), and (ii) if the Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee, answer questions which the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions or other evidence in any way relevant to the referee's finding which are within the possession or control of the Corporation.

(f) The rights of indemnification provided in this Article X shall be in addition to any rights to which any such Director,
officer, or employee may otherwise be entitled. Irrespective of the provisions of this Article X, the Board of Directors may, at any time and from time to time, (i) approve indemnification of Directors, officers, employees, agents or other persons to the full extent permitted by the provisions of Indiana law at the time in effect, whether on account of past or future transactions, and (ii) authorize the Corporation to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify him/her against such liability.

(g) Expenses incurred with respect to any claim, action, suit or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition hereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he is entitled to indemnification.

(h) The provisions of this Article X shall be applicable to claims, actions, suits or proceedings made or commenced after the adoption thereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

**ARTICLE XI**

**PURPOSE**

Premier Arts is a non-profit organization dedicated to the performing arts within the Elkhart community by maintaining an open historical performing arts record (the ELCO Theatre, 410 South Main Street, Elkhart, Indiana), and encouraging and developing performing arts in the present and for the future.
Dear Applicant:

Based on information supplied and assuming your operations will be as stated in your application for recognition of exemptions, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (Social Security taxes) on remuneration of $400 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise employment or other Federal taxes, please let us know.

Grantees and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for or was aware of the act or failure to act or the substantial or material change in the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the
PREMIER ARTS, INCORPORATED

Code. Requests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift-tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions depending on the circumstances. See Revenue Ruling 67-244 published in Cumulative Bulletin 1967-2 on page 104, which sets forth guidelines regarding the deductibility of charitable contributions of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $10 a day is charged when a return is filed late. However, the maximum penalty charged cannot exceed 15% of your gross receipts for the years whichever is less. This penalty may also be charged if a return is not complete so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-EX, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.
PREMIER ARTS, INCORPORATED

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

C. Ashley Bullard
District Director
AMENDED AND RESTATED BYLAWS
OF
PREMIER ARTS, INC.

ARTICLE I
General

Section 1. Name. The name of the corporation is Premier Arts, Inc. (the "Corporation").

Section 2. Registered Office and Registered Agent. The post office address of the Corporation’s registered office at the time of adoption of these Amended and Restated Bylaws (the “Bylaws”) is 202 South Michigan Street, Suite 1400, South Bend, Indiana 46601. The registered agent at the time of adoption of these Bylaws is Jennifer Bickley Hull. The location of its registered office or the designation of its resident agent or both may be changed at any time or from time to time when authorized by the Board of Directors, by filing with the Secretary of State on or before the date any change is to take effect, or within five (5) days after the death of the resident agent, or other unforeseen termination of agency, a certificate signed by the President or a Vice President, and the Secretary or assistant secretary of the Corporation, and verified under oath by one of such officers signing the same, stating the change to be made and reciting that such change is made pursuant to authorization made by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December.

Section 4. Purpose. The purposes of the Corporation are to inspire the imagination and develop the creative spirit of the Elkhart community; to providing a performing arts education, programming, and opportunities for the purpose of expressing diverse creative talents.
and interests; to instill civic pride, confidence and character building for everyone engaged in its success; and to perform any purpose which nonprofit corporations are authorized under the Indiana Nonprofit Corporation Act, as amended (the "Act"), subject to the limitations imposed by the Articles of Incorporation, if any.

ARTICLE II

Members

Section 1. Members. The Corporation shall not have Members.

ARTICLE III

Board of Directors

Section 1. Directors. Subject to the provisions of the Corporation’s Articles of Incorporation (the “Articles”) and these Bylaws, the affairs of the Corporation shall be managed, controlled by, and under the supervision of the Board of Directors. The members of the Board of Directors shall consist of not less than three (3) or more than twenty (20) Directors. New Directors shall be elected and shall hold office until their respective successors shall have been elected and qualified.

Section 2. Election and Term. New Directors, and Directors to fill vacancies on the Board, shall be elected by a majority of the Directors. The term of a Director may not exceed five (5) years. Directors may be elected for successive terms. The Board of Directors may stagger the terms of Directors to promote continuity in the governance of the Corporation.

Section 3. Quorum and Voting. A majority of the Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of any business, except the filling of vacancies, properly to come before the Board of Directors. The act of a majority of the
Directors present at a meeting at which a quorum exists shall be the act of the Board of Directors, unless a greater number is required by the Act, these Bylaws, or the Articles.

Section 4. Annual Meetings. The Board of Directors shall hold an annual meeting, as fixed by these Bylaws or by resolution of the Board of Directors, for the purpose of transacting such business as properly may come before the Board of Directors. The annual meeting of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting.

Section 5. Special Meetings. Notwithstanding the preceding Section 4 of this Article III, the Board of Directors may hold special meetings for any lawful purpose upon not less than twenty-four (24) hours’ notice given personally or by telephone, fax or email to each Director or by mail, if mailed not less than five (5) days’ notice, as described in Section 6 of this Article III, upon call by the Chairperson(s) or by two (2) or more members of the Board of Directors. A special meeting shall be held at such date, time, and place inside the State of Indiana or elsewhere as specified in the call of the special meeting.

Section 6. Notice of Special Meeting. The notice shall describe the purpose of the special meeting, its location, date and time.

Oral notice shall be effective when communicated. Written, electronic, or faxed notice, where applicable, shall be effective at the earliest of the following:

(a) When received;

(b) Five (5) days after the notice is mailed, as evidenced by the postmark or private carrier receipt, if mailed correctly addressed to the address listed in the most current records of the Corporation;
(c) On the date shown on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or

(d) Thirty (30) days after the notice is deposited with another method of the United States Postal Service other than first class, registered, or certified mail, as evidence by the postmark, if mailed correctly addressed to the address listed in the most current records of the Corporation.

Section 7. Waiver of Notice. Notice may be waived in a writing signed by the Director entitled to notice and filed with the minutes or the corporate records. Attendance at or participation in any meeting of the Board of Directors shall constitute a waiver of notice of such meeting unless the Director shall, at the beginning of the meeting or promptly upon the Director's arrival, object to holding the meeting and not vote for or assent to any action taken at the meeting.

Section 8. Means of Communication. The Board of Directors, or a committee thereof, may (a) permit a Director or a committee member to participate in a meeting by or (b) conduct a meeting through the use of any means of communication by which all Directors or committee members participating may simultaneously hear each other during the meeting. A Director or committee member participating in a meeting by such means shall be considered present in person at the meeting.

Section 9. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if a written consent describing such action is signed by each Director or committee member and if such written consent is included in the minutes or filed with the Corporation's
records reflecting the action taken. Action taken by written consent shall be effective when the last Director or committee member signs the written consent, unless the consent specifies a prior or subsequent effective date. A consent signed as described in this Section 9 shall have the effect of a meeting vote and may be described as such in any document.

Section 10. Executive Committee. If at any time the Board of Directors consists of five (5) or more Directors, the Board of Directors may, by resolution adopted by a majority of the actual number of Directors elected and qualified, designate not fewer than three (3) Directors, who shall include the President and the Executive Director, to constitute an Executive Committee that shall have and may exercise all the powers of the Board, except as prohibited by the Act, the Articles or these Bylaws. The President shall be the Chairman of the Executive Committee. The Board of Directors shall have the power to change the Directors on the Executive Committee, other than the President, at any time, either with or without cause at any time.

Section 11. Salaries. The Board of Directors shall have the power to fix the salaries of and hire all officers, and the Executive Director shall employ and discharge all employees; or said Board of Directors may authorize any one or more of its officers or its Executive Director so to do.

The Board of Directors may by resolution from time to time prescribe the manner in which all obligations of the Corporation shall be issued and signed.

The Board of Directors may also prescribe the manner in which the book and records of the Corporation shall be kept and audited, and the affairs of the Corporation manager; what officer or officers may borrow money in the name of the Corporation; and in general said
Board of Directors shall have full charge and management of the business affairs of said Corporation, with full power to act in the premises.

In addition to the powers and authorities by these Bylaws expressly conferred upon it, the Board of Directors may exercise such powers of the Corporation and do all such lawful acts and things as are not prohibited by the Act, by the Articles, or by these Bylaws.

Section 12. Chairpersons of the Board of Directors. The Board of Directors may designate by majority vote of at least a full quorum of the Board of Directors a chairperson thereof, whose responsibilities shall be to preside at all meetings of the Directors and to discharge such other duties as may be designated by the Board of Directors. If no chairperson is so designated, the duties thereof shall reside in such officer of the Corporation as is otherwise provided for in these Bylaws.

Section 13. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

(a) Roll Call
(b) Reading of the minutes of the preceding meeting and action thereon
(c) Reports of Officers
(d) Reports of Committees
(e) Unfinished Business
(f) Miscellaneous Business
(g) New Business

Section 14. Resignation, Removal and Vacancies. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairperson, or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein,
or if no time is specified, at the time of its receipt by the Board of Directors, the Chairperson, or
the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

A Director may be removed from the Board of Directors at any time by majority
vote of the Directors at a meeting duly called at which a quorum is present.

Any vacancy on the Board of Directors created by the resignation or removal of a
Director shall be filled by the Board of Directors.

ARTICLE IV

Officers

Section 1. In General. The officers of the Corporation shall consist of a President,
a Vice President, a Secretary, a Treasurer, and such other officers as the Board of Directors may
otherwise create and elect. An officer shall be selected by and among the members of the Board
of Directors. Except for the offices of President and Secretary, an officer may simultaneously
hold more than one (1) office. Each officer shall be elected by the Board of Directors at the
annual meeting of the Board of Directors and shall serve for one (1) year, or such other period as
prescribed by the Directors at the time of such election, and until the officer’s successor is
elected and qualified.

Section 2. Removal of an Officer. Any officer may be removed at any time, with
or without cause, by a majority vote of the Board of Directors at a meeting. Any vacancy in any
office shall be filled by a majority vote of the Board of Directors at any meeting of the Board of
Directors, and the person elected to fill such vacancy shall serve until the expiration of the term
vacated and until his or her successor is elected and qualified.

Section 3. President. The President shall preside at all meetings of the Board of
Directors of the Corporation. He or she shall be the Chief Executive Officer of the Corporation
and shall have the general supervision, direction, and active management of the property, affairs
and business of the Corporation, subject to the Board of Directors. The President shall be
responsible for implementing policies, orders, and resolutions established by the Board of
Directors. The President shall perform such other duties as the Board of Directors may prescribe.

Section 4. Vice President. The Vice President shall perform the duties and
exercise the powers of the President during the absence or disability of the President. The Vice
President shall perform the duties usual to such position and such other duties as the Board of
Directors, the President as these Bylaws may prescribe. Provided that if the Board of Directors
shall elect more than one Vice President, their right to act during the absence or disability of the
President shall be in the order in which their names appear in the resolution or resolutions,
electing such Vice Presidents.

Section 5. Secretary. The Secretary shall be the custodian of all papers, books,
and records of the Corporation other than books of account. The Secretary shall prepare and
enter in the minute book the minutes of all meetings of the Board of Directors. The Secretary
shall authenticate records of the Corporation as necessary. The Secretary shall attend to the
giving and serving all notices of the Corporation. The Secretary shall perform such duties usual
to such position and such other duties as the Board of Directors, the President, the Act or these
Bylaws may prescribe.

Section 6. Treasurer. The Treasurer shall prepare and maintain correct and
complete records of account showing accurately the financial condition of the Corporation. All
notes, securities, and other assets coming into the possession or custody of the Corporation shall
be received, accounted for, and placed in safekeeping as the Treasurer may from time to time
prescribe. The Treasurer shall furnish, whenever requested by the Board of Directors or the
President, a statement of the financial condition of the Corporation. If the Board of Directors shall require, the Treasurer shall give bond in such sum and with such surety as the Board of Directors may direct for the faithful performance of the Treasurer’s duties and for the safe custody of the funds and property coming into the Treasurer’s possession. The Treasurer shall perform the duties usual to the position of Treasurer and such other duties as the Board of Directors, the President, the Act or these Bylaws may prescribe.

Section 7. Other Officers. Each other officer of the Corporation shall perform such duties as the Board of Directors or the President may prescribe.

Section 8. Salaries. The Board of Directors may, at its sole discretion, from time to time, fix the salary of any officers whose salary is not fixed by the Board of Directors, subject to the approval of the Board of Directors.

Section 9. Loans to Officers. No loan of money or property or any advance on account of services to be performed in the future shall be made to any officer or Director of the Corporation, except as allowed by the applicable statute of the State of Indiana.

ARTICLE V

Conflicts of Interest

Section 1. General Statement and Procedures. It is the policy of the Corporation and its Board of Directors that the Corporation’s Directors, officers, and employees carry out their respective duties in a fashion that avoids actual, potential, or perceived conflicts of interest. The Corporation’s Directors, officers, and employees shall have the continuing, affirmative duty to report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their responsibilities to the Corporation. This policy shall be further subject to the following principles:
(a) Directors, officers, and employees of the Corporation shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the Corporation in a completely impartial manner, without favor or preference based upon any consideration other than the best interests of the Corporation.

(b) Directors, officers, and employees of the Corporation shall not seek or accept for themselves or anyone else, from any person or business entity that transacts or seeks to transact business with the Corporation, any gifts, entertainment, or other favors relating to their positions with the Corporation that exceed common courtesies consistent with ethical and accepted business practices.

(c) If a Director, or a Director’s relative (the term “relative” includes spouses, ancestors, and descendants, whether by whole or half blood), directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the Director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.

(d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee, or his or her relative owns a significant financial interest or by which such officer, employee, or relative is employed, except where such dealings have been disclosed to, and specifically approved and authorized by, the Board of Directors of the Corporation.
(c) The Board of Directors may require the Corporation’s Directors, officers, or employees to complete annually (or as otherwise scheduled by the Board) a disclosure statement regarding any actual or potential conflict of interest described in these Bylaws. The disclosure statement shall be in such form as may be prescribed by the Board and may include information regarding a person’s participation as a director, officer, or employee of any other nonprofit organization. The Board of Directors shall be responsible for oversight of all disclosures or failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

Section 2. Validity of Actions. The failure of the Corporation, its Board of Directors, or any or all of its Directors, officers, or employees to comply with the conflict of interest provisions of these Bylaws shall not invalidate, cancel, void, or make voidable any contract, relationship, action, transaction, debt, commitment, or obligation of the Corporation that otherwise is valid and enforceable under applicable law.

ARTICLE VI

Indemnification

Section 1. Indemnification by the Corporation. To the extent not inconsistent with applicable law, every person (and the heirs and personal representatives of such person) who is or was a Director, officer, employee, or agent of the Corporation or is serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding (a) if such person is wholly successful with
respect thereto or (b) if not wholly successful, then if such person is determined (as provided in Section 3 of this Article VI) to have acted in good faith, in what he or she reasonably believed to be the best interests of the Corporation (or, in any case not involving the person’s official capacity with the Corporation, in what he or she reasonably believed to be not opposed to the best interests of the Corporation) and, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that that his or her conduct was lawful (or no reasonable cause to believe that the conduct was unlawful). The termination of any claim, action, suit, or proceeding by judgment, settlement (whether with or without court approval), or conviction, or upon a plea of guilty or of nolo contendere or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this Article VI.

Section 2. Definitions.

(a) As used in this Article VI, the phrase “claim, action, or proceeding” shall include any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding and all appeals thereof (whether brought by or on behalf of the Corporation, any other corporation, or otherwise), whether formal or informal, in which a person (or his or her heirs or personal representatives) may become involved, as a party or otherwise:

(1) By reason of his or her being or having been a Director, director, officer, employee, or agent of the Corporation or of any corporation where he or she served as such at the request of the Corporation, or

(2) By reason of his or her acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust, or other
organization or entity where he or she served as such at the request of the Corporation, or

(3) By reason of any action taken or not taken by him or her in any such capacity, whether or not he or she continues in such capacity at the time such liability or expense shall have been incurred.

(b) As used in this Article VI, the terms “liability” and “expense” shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by or on behalf of, a person.

(c) As used in this Article VI, the term “wholly successful” shall mean

(1) termination of any action, suit, or proceeding against the person in question without any finding of liability or guilt against him or her,

(2) approval by a court, with knowledge of the indemnity provided in this Article VI, of a settlement of any action, suit, or proceeding, or

(3) the expiration of a reasonable time after the making of any claim or threat of any action, suit, or proceeding without the institution of the same, without any payment or promise made to induce a settlement.

Section 3. Entitlement to Indemnification. Every person claiming indemnification under this Article VI (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification (a) if special independent legal counsel, which may be regular counsel of the Corporation or any other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the “referee”), shall deliver to
the Corporation a written finding that such person has met the standards of conduct set forth in Section 1 of this Article VI and (b) the Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee and answer questions that the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he or she relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions, or other evidence in any way relevant to the referee’s findings that are within the possession or control of the Corporation.

Section 4. Relationship to Other Rights. The right of indemnification provided in this Article VI shall be in addition to any rights to which any person may otherwise be entitled.

Section 5. Extent of Indemnification. Irrespective of the provisions of this Article VI, the Board of Directors may, at any time and from time to time, approve indemnification of Directors, officers, employees, agents, or other persons to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

Section 6. Advancement of Expenses. Expenses incurred with respect to any claim, action, suit, or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he or she is entitled to indemnification.

Section 7. Purchase of Insurance. The Board of Directors is authorized and empowered to purchase and maintain insurance covering the Corporation’s liabilities and obligations under this Article VI and insurance protecting the Corporation’s Directors, officers, employees, agents, or other persons.
ARTICLE VII

Contracts, Checks, Loans, Deposits, and Gifts

Section 1. Contracts. The Board of Directors may authorize one (1) or more
officers, agents, or employees of the Corporation to enter into any contract or execute any
instrument on its behalf. Such authorization may be general or confined to specific instances.
Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any
power to bind the Corporation or to render it liable for any purpose or amount.

Section 2. Checks. All checks, drafts, or other orders for payment of money by the
Corporation shall be signed by no less than two (2) persons as the Board of Directors may from
time to time designate by resolution. Such designation may be general or confined to specific
instances.

Section 3. Loans. Unless authorized by the Board of Directors, no loan shall be
made by or contracted for on behalf of the Corporation and no evidence of indebtedness shall be
issued in its name. Such authorization may be general or confined to specific instances.

Section 4. Deposits. All funds of the Corporation shall be deposited to its credit in
such bank, banks, or depositaries as the Board of Directors may designate. Such designation may
be general or confined to specific instances.

Section 5. Gifts. The Board of Directors may accept on behalf of the Corporation
any gift, bequest, devise, or other contribution for the purposes of the Corporation on such terms
and conditions as the Board of Directors shall determine.
Article VIII

Miscellaneous

Section 1. Indiana Nonprofit Corporation Act. The provisions of the Indiana Nonprofit Corporation Act, as amended (the “Act”), applicable to all matters relevant to, but not specifically covered by these Bylaws are hereby, be reference, incorporated in and made a part of these Bylaws.

Section 2. Amendments. The power to make, alter, amend, or rescind the Bylaws is vested in the Board of Directors of the Corporation. These Bylaws may be altered, amended or rescinded at any regular or special meeting of the Board of Directors provided a notice or waiver of notice for said meeting stated the sections of the Bylaws proposed to be altered, amended or rescinded is given. A majority vote of all members of the Board of Directors shall take place for any amendment of the Bylaws to be effective.
Premier Arts, INC.
Premier Arts Academy

REVISED GENERAL CHARTER SCHOOL GOVERNANCE GUIDELINES

This document summarizes the general guidelines Premier Arts, INC. (PA) will follow for the governance of the Premier Arts Academy (PAA) charter school, contingent upon the receipt of a charter from a charter authorizer.

PREAMBLE

WHEREAS Premier Arts, INC. is a not-for-profit corporation incorporated under the laws of the State of Indiana and also has tax-exempt status pursuant to 26 U.S.C. § 501(c)(3);

WHEREAS Premier Art's mission and activities include providing high-quality performing arts education, character education, and developing artistic excellence in our community;

WHEREAS Premier Arts endeavors to operate a charter school and seeks a charter from a charter authorizer in furtherance of its education goals;

WHEREAS Premier Arts desires to have proper oversight and accountability for the management, administration and operation of the proposed charter school in accordance with all applicable Indiana and Federal laws pertaining to charter schools; and

WHEREAS the members of the Board of Directors as well as key charter school personnel shall abide by the terms of this document;

WITNESSETH NOW THEREFORE, Premier Arts, INC. shall operate a charter school in the name of Premier Arts Academy and shall carry out the governing function and oversight of Premier Arts Academy, which charter school, if approved, shall be located in Elkhart, Indiana, and initially contain school grades Kindergarten through 6th Grade and expand within five years to Kindergarten through 8th Grade, and planned to open in the Fall of 2023. The Board shall meet all of its governing requirements under law in overseeing the Charter School.

1. Relevant Governing Board Duties and Obligations.

1.1. Governance. The Board of Directors (or “Governing Board” for public purposes) has the ultimate responsibility for establishing the school's budget and determining its curriculum pursuant to applicable Indiana State Law. The Governing Board shall be responsible for the oversight, but not the day-to-day management, of the Premier Arts Academy. The Governing Board’s oversight responsibilities shall include those charter school oversight responsibilities as is required by the Charter School laws. The Governing Board meetings shall be open to the public and shall be held regularly but shall not be held less than quarterly in frequency upon the beginning of the operation of the Charter School, and notice of said meetings shall be provided to the public consistent with the relevant public access laws. The Board shall comply with all of the provisions of applicable law including, but not limited to, those regulating access to equal educational opportunities, open meeting laws, the Board’s own by-laws, and freedom of information laws. The Governing Board shall carry out its duties under this Agreement in such a manner as to minimize disruption to the orderly functioning and administration of the School.
1.2. **Appointment.** In its dealings with the public and third parties, the Governing Board shall represent that it is authorized by law on behalf of Premier Arts, INC. to contract with private or public persons or entities for any product, service or matter in furtherance of the operation of the School, including but not limited to functions of the School and portions of educational management services as the Governing Board sees fit.

1.3. **Maintenance of Charter.** The Governing Board has the obligation to ensure compliance with the provisions of and maintenance of the charter (“Charter”) granted by a charter authorizer, for establishment of an independent Public Charter School (“the School”), in accordance with all Indiana Charter School laws and regulations (hereinafter the “Charter School Law”) and in accordance with all other applicable federal and state laws.

1.4. **Communication with the Premier Arts Board.** The Governing Board has the obligation to comply with the provisions of and maintain the Charter granted by a charter authorizer for establishment of the School. The Governing Board shall do and cause to be done all things necessary to ensure that all conditions imposed by the charter authorizer in connection with the grant of the Charter are fulfilled at all times. If the Premier Arts Board is notified by the State of Indiana, the charter authorizer or any other governmental authority, or by any other person or entity that it may be in violation of the Charter School Law or any other applicable law or regulation, the Governing Board shall take whatever action it deems necessary and appropriate to:

   1.4.1. Determine if a claimed violation in fact exists; and
   1.4.2. If a violation is determined to exist, the Governing Board must take whatever actions it deems necessary to correct the violation and return to full compliance; or if it is determined that no such violation exists, take whatever actions it deems necessary and appropriate to contest the claimed violation; and
   1.4.3. Upon notice of purported violation as described above, the Governing Board shall take steps to rectify the purported violation by whatever reasonable means are necessary and appropriate.
   1.4.4. The Governing Board shall prepare any response to the appropriate governmental authority or other person or entity alleging any violation of law in connection with the operation of the School.

1.5. **Evaluation of the School.** The Governing Board shall review the progress of School in educating the children in accordance with the School’s Accountability Plan. The Governing Board shall if appropriate engage a third-party to perform evaluation of the School in reaching the School’s goals and the reaching the Accountability Plan goals and any other criteria established by the Governing Board. Evaluations shall be conducted annually or at such other times more frequent as the Governing Board decides is necessary.

1.6. **Student Enrollment.** The Governing Board and the School shall work cooperatively in recruiting and admitting students to the School, subject to the Charter School Law, School Policies, and any and all other applicable federal and state laws and regulations. Students shall be admitted to the School as determined pursuant to policies established by the Governing Board in close consultation with School management. The School management shall be responsible for administering the School’s recruitment, retention, admissions, lottery, and enrollment processes in accordance with the policies established by the Governing Board, the Charter School Law, and any and all other applicable federal and state laws and regulations.
1.7. **Legal Status and Tax Status.** The School is a public charter school established by a charter issued by a charter authorizer. The Governing Board has a fiduciary duty to the School to carry out the best interests of the School and is responsible to the public for the proper governance of the School.

1.8. **Physical Space.** The Premier Arts Board shall be responsible for finding and acquiring occupancy rights in the physical spaces where the School will operate, and for ensuring the physical spaces will be ready for occupancy at least three weeks prior to the first day of school. The Governing Board shall be responsible for all construction, health and safety laws. All costs incurred in locating facilities, including but not limited to surveying, engineering, renovation, consultant costs, and initial lease payments, shall be paid from funds allocated in the Start-Up Budget, and additional lease payments (if any) shall be part of the Operating Budget. The Governing Board shall delegate to the School leadership the management of such real estate. The Governing Board must approve in writing all decisions related to the acquisition, remodeling and maintenance of the facilities. The School leadership is responsible for developing and implementing a policy, subject to Governing Board approval, for determining who has access to the building, including who has keys to the building, regardless of who signs the lease or owns the property.

1.9. **Name of the School.** The name of the School shall be Premier Arts Academy.

1.10. **Governing Board Training.** Prior to the opening of the school, all Governing Board members shall participate in governing board training with a governing board trainer or program. The cost of such training shall be a Start-Up Budget item. All Governing Board members shall participate in governing board training each year the School is open as well as a Governing Board self evaluation in relation to Charter School Governing Board best practices. The cost of such training shall be a budget item.

2. **Duties and Obligations of the School Leadership.**

   “School Leadership” shall mean the Head of School and those acting as agents of the Head of School. Consistent with the obligations of a Governing Board under the Charter School Law, School Policies and any and all applicable federal and state laws and regulations, the School Leadership shall have the following duties and obligations in connection with the operation of the School and education of the children enrolled as students in the School.

2.1. **Duties and Obligation to Manage School.**

   2.1.1. The Governing Board shall authorize the School Leadership to undertake the functions necessary to cause the School to operate in a manner consistent with the Charter and the Governing Board bylaws, it being understood that, at all times, the School and the School Leadership remain accountable and subject to the oversight of the Governing Board as provided by law. The Governing Board also authorizes the School Leadership to take such other actions which are necessary in the School Leadership’s good faith and reasonable judgment to properly and efficiently manage or operate the School, provided such actions are consistent with the Charter, policies of the Governing Board, applicable laws, and the annual School budget approved by the Governing Board. The School and the Governing Board shall ensure that the School and School Leadership have all power and authority necessary to carry out the duties of operating the School. These duties shall include:

   (a) Implementation of the education program and program of instruction, inclusive of all special education and English language learner program requirements;

   (b) Development and administration of the School’s curriculum and determination of the applicable grade levels and subjects;
(c) Selection, hiring and performance review of all personnel, and payroll functions on behalf of the Governing Board. The Governing Board shall have the authority to hire the Head of School;
(d) Professional development for directors, instructional personnel, and other administrative staff;
(e) Maintenance and operation of the School facilities;
(f) Management and administration of the School, its staff, facilities, and programs;
(g) Management and administration of all extra-curricular programming, including but not limited to before and after school care and programs, implemented in connection with the School;
(h) Management and oversight of all required reports to be presented to the Governing Board; and
(i) Administration and oversight of improvement to the facility necessary for the implementation of its program.

2.1.2. Any contracting or subcontracting with the School by third parties shall be with the approval of the Governing Board and shall be in accordance with State laws and regulations where appropriate. Such services subject to the approval of the Governing Board include, but are not limited to:
(a) Food and transportation;
(b) Custodial services, supplies and equipment;
(c) Special education services; and
(d) Any other services as consented to by the Governing Board that the School deems reasonable and necessary to achieve the goals of the Governing Board, including but not limited to nursing, after-school programs, security, drafting requests for proposals, and drafting grant applications.

2.2. Student Outcomes. The School Leadership shall provide to the Governing Board the reports set forth in 2.3. for the Governing Board’s review and approval and shall set student standards for performance which shall meet or exceed the minimum standards established by the Accountability Plan, the Charter School Law, School Policies, and any and all other applicable federal and state laws and regulations. The School Principal shall lead the School in its efforts to meet annually agreed upon standards for performance which shall provide for:
- Full compliance with the Charter School Law, the methods and philosophy as set forth in the Charter, School Policies, and any other applicable law or regulation.
- Student testing in the first month of school using a nationally recognized norm-referenced test to establish a benchmark. Students will be tested again in spring, using another form of the same test, to determine their improvement during the year and whether goals established by the Governing Board are being reached.
- Student proficiency in essential concepts per subject. Through established testing timelines, testing, as needed, as well as final exams at the end of each term, students will display proficient understanding of essential subject material as defined by the School curriculum.

2.3. Reporting by the School.
2.3.1. The School shall submit an annual report to the Governing Board, before the beginning of the new academic year, reporting its progress towards attaining student outcomes.
2.3.2. The School shall provide to the Governing Board on a quarterly basis a budget analysis showing budget versus actual comparisons in the same format as the budget. In consultation with the School Leadership, the Governing Board shall engage an independent audit firm to complete the annual audit, in accordance with Generally Accepted Accounting Principles ("GAAP"), and the School shall comply with all reasonable requests. The cost of the audit shall be a budget item. All financial reports provided or prepared by the School will follow GAAP and comply with the Governing Board’s prescribed format (if any).

2.3.3. The School shall provide full opportunity for the Governing Board to observe the School processes, review curriculum, review appropriate data, and meet and confer with designated School personnel.

2.3.4. The School Leadership shall make regular reports to the Governing Board at least as frequent as the Governing Board regular meetings, and at any other times established by the Governing Board.

2.4. Fees. Fees may only be charged to students in accordance with applicable provisions of the Charter School Law, School Policies, and any other applicable federal or state laws or regulations.

2.5. Insurance.

2.5.1. The Governing Board undertakes to maintain insurance necessary to protect the interest of the School and other interested parties and shall provide the necessary resources for such insurance.

2.6. Charter with Authorizer. Neither the Governing Board nor the School will act, or fail to act, in a manner that will cause Premier Arts to be in breach of its Charter with the charter authorizer.

3. Budget and Funding.

3.1. Budget. All revenues generated by or received by the School will serve to fund the operation of the School. At least two months prior to the new academic year, or such other date if required by law, the School Leadership shall prepare and present to the Governing Board for its approval, a detailed recommended operating budget and capital outlay budget for the next fiscal year (the “Proposed Budget”). The Proposed Budget shall show each area of expenditure as a separate line item, including funds allocated for use by the Governing Board for legal fees, and incidental Governing Board administrative expenses (“Governing Board Expenses”), and fees allocated for Governing Board Expenses shall not exceed $50 per student. The Governing Board shall review the Proposed Budget with the School Leadership and shall provide the School Leadership with the Governing Board’s comments, in writing, within a reasonable period of time. The Governing Board has the authority to approve the Budget and shall approve an acceptable budget in a timely manner.

3.1.1. Start-Up Costs. The School Leadership will submit to the Governing Board a budget for the anticipated pre-opening expenses, including a contingency amount in order to take into account any extraordinary additional expenses. The School Leadership will obtain the consent of the Governing Board in advance for unbudgeted expenses exceeding 5% of the total Start-Up Budget.

3.1.2. Gaps in State Funding. In the event that there is a gap between Per Pupil Tuition Funding from the State and expenses incurred by the School due to the Per Pupil Tuition Funding cycle set by the State (i.e. Tuition Funding is not received on the first day of each month or the first day of each quarter), the Governing Board through resources allocated to it is responsible for covering the gap either using the budget reserve, raising additional funds or with a line of credit. All loans to the School must be evidenced by supporting appropriate documentation.
3.2 Funding and Spending. All funds received in connection with the School, including per pupil funding, shall be deposited in the School's bank account, which shall be separate from other Premier Arts accounts. The School bank account funds may not be commingled with any other Premier Arts funds. Expenditures from the School's bank account shall be made only in accordance with the Budget (as it may be modified from time to time) and upon approval in writing by the Head of School, School Principal or Operations Manager (or Director of Operations) or the Business Manager to whom the Director may delegate this responsibility. The Governing Board may require that two agents of the School sign all checks to be valid, and shall determine which two persons, either by generic position or specific name, shall have authority to sign checks written on the School's bank account. The Governing Board and the School shall collaborate to seek funding outside of per-pupil funding where appropriate. The Governing Board shall coordinate with the School before applying for outside funding to ensure that such funding is in line with the School's mission and goals. The School Leadership may make recommendations to the Governing Board regarding the proposed use of outside funding consistent with the mission of the School. All funds expended must be in the best interest of the School and in accordance with all applicable local, state and federal law. Per pupil tuition funding for the School shall go directly to the operation of the school and shall not be used to fund after-school programs.

4. Employees.

4.1. Teachers and Staff. The Governing Board shall delegate all personnel functions to the School Leadership, including, save the position of the Head of School, selecting, hiring, training, managing, reviewing, and terminating all staff associated with the School, including without limitation its teachers and all administrative and support staff, establishing personnel policies and procedures, and determining teacher and staff compensation, with Governing Board approval. The Governing Board may for good cause overrule personnel decisions of the School Leadership. The School Leadership shall determine the number of teachers and the number of support staff required for the operation of the School pursuant to the Charter. The School Leadership shall select and hire such teachers, at their discretion, qualified in the grade levels and subjects required, and support staff as are needed to carry out the mission and curriculum of the School. Such teachers and support staff may, at the discretion of the School Leadership, work at the School on a full or part time basis. All teachers and staff shall have undergone a criminal background check and an unprofessional conduct check, if applicable, as required by Charter School Law and other applicable state and federal laws.

4.2. Training. All School personnel shall receive such training as is reasonable and necessary under the circumstances, or as required by Charter School Law. Expenses for training and seminars, including travel and lodging, related to the School shall be a budget item.

5. Property Ownership.

5.1. With respect to property acquisitions, the Governing Board has an obligation to act in the best interest of the School. All property purchased through the operating Budget with Per Pupil Tuition funds the Governing Board may receive pursuant to the Charter School Law shall remain the property of the Charter School to the extent consistent with the law.

5.2. All contracts, whether with public or private entities, shall be entered into whenever possible in the name of Premier Arts, Inc. or Premier Arts Academy, as appropriate. Contracts shall not ordinarily extend beyond the term of the charter.

5.3. All property owned personally and/or individually by the teachers, administrative and support staff shall remain the property of the individual teachers and staff.
The Governing Board and the School shall comply with all applicable federal and state statutes, rules, regulations and orders dealing with discrimination.

All financial records and educational records, including student records, are records of the Governing Board and shall be kept on-site or electronically accessible on-site at or by the School and be available, subject to any and all applicable laws, for authorized inspection, pursuant to local, state and federal law, upon reasonable request. Such records are subject to the provisions of the Family Educational Rights and Privacy Act (“FERPA”) and the applicable state Freedom of Information and/or Open Records Act.

8. Additional Directives.
The Governing Board shall be responsible for allocating sufficient resources to the School to do and accomplish the following:

1) the development or purchase of a compliant school curriculum aligned with the School’s mission, and for revisions as needed;
2) professional development of School personnel;
3) compensate School personnel;
4) the Information Technology (IT) resource needs of the School by approving IT vendors, IT vendor contracts and Requests for Proposals (RFPs); and
5) the routine facility security, upkeep and maintenance, and works with Management to develop facility security plans, and major facility improvements and repairs.

The Governing Board shall be responsible for approving:

1) School performance goals as part of the School Accountability Plan, and in response to receiving performance data from the School, issuing corrective action and commendation edicts to the School;
2) student grade promotion and retention criteria for promotion and retention as outlined in the Student and Family Handbook, also in response to monthly updates from the School Principal regarding projected student promotions and retentions;
3) the Student and Family Handbook;
4) the School budgets and fiscal policies, and oversees and ensures the ongoing financial viability of the School;
5) personnel policies and handbooks, and approves personnel organization and re-organization;
6) contracts for outside Human Resource (HR) service providers as recommended by Management;
7) contracts either requiring Requests for Proposals (RFPs) or those required because of the dollar amount.

The Governing Board shall also be responsible for:

1) overseeing the construction of new school buildings and sites and improvements to existing school buildings and sites, for the Governing Board’s decision on such matters as part of the duty to provide appropriate premises to the Charter School;
2) receiving and reviewing monthly student assessment data, and reviewing action plans to address academic underperformance;
3) receiving monthly behavior issue documentation (including student suspensions) from the School Principal, including cumulative numbers;
4) overseeing and supporting the School Principal in revising and implementing a Student Recruitment Plan;
5) recruiting, evaluating and hiring the School’s staff, including the School Principal, and establishes compensation for all School executives and staff;
6) supporting the School Principal in community relation endeavors;
7) with input from School Principal, identifying annual fundraising goals, and maintaining a Development Committee to collaborate with the School Principal to identify donors and grants; and
8) receiving grievances from students and families as well as members of the public that allows grievances to be adequately heard and according to fair procedures established by it for grievances, whether the grievances it receives are original or are appeals from decisions of the School; and
9) resolving or attempting to resolve grievances in a fair and consistent manner consistent with the Student and Families Handbook, as well as what is in the best interest of the School, the grievants, and the community at large.
Attachment 12-
Statement of Assurances
### Statement of Assurances

The charter school (Organizer) agrees to comply to all of the following provisions: *(Read and check)*

- ☑ A resolution or motion has been adopted by the charter school Organizer’s governing body that authorizes the submission of this application, including all understanding and assurances contained herein, directing and authorizing the Organizer's designated representative to act in connection with the application and to provide such additional information as required.

- ☑ Organizer operates (or will operate if not yet open) a charter school in compliance with all federal and state laws, including the Indiana Charter Schools Law as described in all relevant sections of IC § 20-24.

- ☑ Organizer will comply with the Open Door Law as described in IC § 5-14-1.5.

- ☑ Organizer will, for the life of the charter, participate in all data reporting and evaluation activities as required by Ball State University (BSU) and the Indiana Department of Education. See in particular IC § 20-20-8-3 and relevant sections of IC § 20-24.

- ☑ Organizer will comply with all relevant federal laws including, but not limited to, the *Age Discrimination in Employment Act* of 1975, Title VI of the *Civil Rights Act* of 1964, Title IX of the *Education Amendments of 1972*, section 504 of the *Rehabilitation Act* of 1973, Part B of the *Individuals with Disabilities Education Act*, and section 427 of the *General Education Provision Act*.

- ☑ Organizer will comply with all provisions of the Non regulatory Guidance—Public Charter Schools Program of the U.S. Department of Education, which includes the use of a lottery for enrollment if the charter school is oversubscribed, as well as with applicable Indiana law. See also relevant sections of IC § 20-24.

- ☑ Organizer shall ensure that a student’s records, and, if applicable, a student’s individualized education program as defined at 20 U.S.C. § 1401(14) of the *Individuals with Disabilities Education Act*, will follow the student, in accordance with applicable federal and state law.

- ☑ Organizer will comply with all provisions of the *No Child Left Behind Act*, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option, the Family Educational Rights and Privacy Act (FERPA) and assessments.

- ☑ Organizer shall maintain accounting records and other evidence pertaining to costs incurred, with the provision that the records shall be kept available by the grantee during the grant period and thereafter for five full years from the date of final payment. BSU must be permitted to audit, review, and inspect the grantee’s activities, books, documents, papers and other records relating to the expenditures of grant proceeds. The Organizer further agrees to comply with all federal and state audit requirements and ensures that arrangements have been made to finance those mandatory audits.

- ☑ Organizer will at all times maintain all necessary and appropriate insurance coverage.
Organizer will maintain compliance with all applicable BSU policies, including the BSU Policy Regarding Organizer Governance.

Organizer is required to keep and maintain all equipment purchased with grant funds in accordance with federal law and regulation.

Organizer will comply with the federal McKinney-Vento Homeless Assistance Act, 42 USC 11431, for homeless students, as well as the Individuals with Disabilities Education Act and 511 IAC 7-43-1(u), if and as applicable.

Organizer understands that if any findings of misuse of funds are discovered the said funds must be returned to the Indiana Department of Education, and BSU may revoke the charter if it deems that the recipient is not fulfilling the academic goals and fiscal management outlined in the charter.

Organizer will indemnify and hold harmless BSU, the Indiana Department of Education, the State of Indiana, all school corporations providing funds to the charter school (if applicable), and their officers, directors, agents and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the charter school or its operation.

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, the undersigned, do hereby agree to the assurances contained above.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Charter School Organizer Authorized Representative</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature] Ashley Molyneaux</td>
<td>1/27/22</td>
</tr>
</tbody>
</table>
Attachment 13-Organizational Charts
Attachment 14-
Standards for Effective Charter School Governance & Board Member Info Forms
STANDARDS FOR EFFECTIVE CHARTER SCHOOL GOVERNANCE

STANDARD ONE:
Focus Relentlessly on Student Achievement

Govern to Fulfill the Mission of the School and the Promises of the Contract
- Believe in the mission of the school
- Assume ultimate responsibility for school and student success
- Use student data to inform board decisions

Know Whether Students are on Track for High-level Achievement
- Agree on the definition of academic excellence
- Understand how student achievement is measured at the school
- Review indicators of student success regularly to measure progress toward school goal

STANDARD TWO:
Ensure Exceptional School Leadership

Hire and Support a Strong School Leader
- Hire the right leader who can manage the school to achieve its goals
- Cultivate a trusting, candid relationship with the school leader, addressing challenges proactively
- Build an effective partnership between the school leader and board chair
- Champion the school leader
- Maintain an up-to-date school leader succession plan

Evaluate and Hold the School Leader Accountable
- Collaborate with the school leader each year to establish his/her annual goals
- Evaluate the leader each year using a formal and transparent process, and hold him/her accountable for achieving concrete results
- Invest in ongoing professional development to support the leader’s progress toward his/her goal

STANDARD THREE:
Commit to Exemplary Governance

Build and Maintain a High-Functioning and Engaged Board
- Recruit and maintain a full slate of excellent board members who bring diverse skills, experience, and perspectives
- Elect a board chair who can successfully lead the board and engage all members
- Remove disengaged members from the board
- Invest in the board’s development, providing orientation and ongoing training

Implement Best Governance Practices
- Adopt job descriptions for the officers, committees, and board members and require that each board member sign an annual agreement, committing to fulfill his/her responsibilities
- Hold well-run, regularly scheduled, strategic meetings
- Employ a robust committee structure to accomplish board work strategically and efficiently
- Assess board performance yearly, holding itself accountable for achieving its goals and governing effectively
STANDARD FOUR:

Act Strategically

Determine the Strategic Direction for the School
- Oversee the development of a clear strategic plan that reflects the board’s vision and priorities for the school’s future
- Set annual goals for the school, board, and each board committee
- Organize the board, its committees, and all meetings to advance the aims of the school’s annual goals and strategic plan

Respect the Balance Between Oversight and Management
- Define and build board-wide understanding of the oversight role of the board and the management role of the school leader
- Give the school leader the autonomy and authority to manage the school while maintaining strong and close oversight

STANDARD FIVE:

Raise and Use Resources Wisely

Manage Resources Responsibly
- Ensure that all members understand the school’s finances, and provide necessary training
- Review financial data regularly and carefully, using it to make sound decisions that protect the school’s short- and long-term sustainability
- Approve a budget each year that allocates resources strategically and aligns with the student performance goals of the school

Expand Awareness and Raise Funds
- Set and meet realistic fundraising goals to provide additional resources the school needs
- Require that each board member make the school a top personal philanthropic priority each year
- Raise the school’s profile and engage donors

STANDARD SIX:

Maintain Legal and Regulatory Compliance

Minimize Risks
- Adhere faithfully to the legal and ethical duties of loyalty, obedience, and care
- Oversee the development, board approval, and regular review of all school and board policies
- Maintain the highest standards of transparency by accurately documenting meeting proceedings and board decisions
- Apply sound business judgment by avoiding conflicts of interest, observing tax requirements, and maintaining liability insurance

Meet Expectations
- Confirm that the school is proactively adhering to the legal requirements set forth by the authorizer, the federal and local governments, and the Internal Revenue Service
- Operate in accordance with bylaws and review them at least every three years
- Comply with open meeting laws of the school’s jurisdiction

Visit us online at edboards.org
Charter School Board Member Information Form
(To be completed individually by each proposed charter school board member. All forms must be signed by hand.)

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, BSU requests that each prospective board member responds individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background
1. Name of charter school on whose Board of Directors you intend to serve:
   Premier Arts Academy

2. Full name: Arvis Dawson
   Home Address: 228 S. Main St., Apt. 1
   Elkhart, Indiana 46516
   Business Name and Address: NA
   Telephone No.: (574) 536-1970
   E-mail address: arvisdawson@gmail.com

3. Brief educational and employment history. (No narrative response is required if resume and professional biography are attached to the application)
   ✫ Resume and professional biography are provided.

4. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation.
   ✫ Does not apply to me. ☐ Yes

5. Why do you wish to serve on the board of the proposed charter school?
I chose to serve on this board because I believe the school will enhance our educational system and provide alternatives to individuals moving into our community. When
people are transitioning to a new city, schools are one of the first things they look at and this helps put Elkhart in a better place.

6. What is your understanding of the appropriate role of a public charter school board member?

As a board member your role is to set policy, maintain the school's vision and/or mission, promote educational excellence through advocacy, visionary leadership and high-quality services to your public school, as well as to ensure that the school complies with its charter and applicable laws.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

Although I have not had experience with charter schools I have worked in an alternative school and saw great improvements there through our kids. I believe that experience will able me to be forward thinking and productive

8. Describe the specific knowledge and experience that you would bring to the board.

My 31 years of teaching experience expose me to every level of kid during their middle school years. This has allowed me to watch education change and improve and I know what it takes to adapt to those changes.

School Mission and Program

1. What is your understanding of the school’s mission and guiding beliefs?

The Premier Arts Academy will use Arts Integration and Challenge-Based Learning to provide high-quality instruction to K-8 students. We believe every child should have access to the arts as part of their daily curriculum and that every child can learn and grow in this environment.

2. What is your understanding of the school’s proposed educational program?

With a combination of well-researched, innovative instructional strategies, solid curriculum, and small group interventions, students at the PA Academy will experience a new way of teaching and learning that will serve them well in college and career.

3. What do you believe to be the characteristics of a successful school?

Recruit and Retain Top Talent
Family Involvement/Partnerships
Prioritizes Student Needs
Innovative, Research-based Instruction

4. How will you know that the school is succeeding (or not) in its mission?

We retain an effective and collaborative staff
Families and students are happy with their experience
We hit our student recruitment and retention goals
Students demonstrate growth in the content areas
Students demonstrate growth in the arts

Governance

1. Describe the role that the board will play in the school’s operation.

The Board’s role is to provide academic, fiscal, and fundraising oversight as it upholds the school’s mission and vision. The Board is responsible for hiring and evaluating the Executive Director on an annual basis.

2. How will you know if the school is successful at the end of the first year of operation?

Important success metrics for students include growth on NWEA, demonstration of skill content standard mastery through portfolios and presentations, and achievement in the fine arts. As a board, our success will be measured by our fiduciary responsibility, the goals that were met, and the public perception of the school. The admin will be measured by their facilitation of academic success, implementation of educational and operational goals and cultivation of excellence among the staff.

3. How will you know at the end of four years if the school is successful?

We will know we are successful if our student enrollment numbers are growing if our assessment metrics are showing academic growth, and if we are financially stable. Happy staff, students, and families are also an important part of our qualitative measurement.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

- Put a solid infrastructure in place to build from (policies, finances, hiring excellent staff)
- Provide fair and consistent oversight and evaluation
- Support our school leaders and trust in their educational expertise
- Be an ambassador for the school among community members
5. How would you handle a situation in which you believe one or more members of the school’s board were acting unethically or not in the best interests of the school?

I would take my suspicion to the Executive Committee or Board Chair (unless they are involved) and seek an investigation and resolution. This may need to involve finance, legal, or criminal experts.

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.
   □ I / we do not know any such trustees.  ☉ Yes
   We’ve volunteered and served on other committees together at times.

2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
   □ I / we do not know any such employees.  🌟 Yes

I know Ashley Molyneaux as I was her seventh grade PE teacher and a member of the board of directors of the Elkhart Education Foundation of which she was Executive Director. We have collaborated on many committees to support the City of Elkhart with positive programming and initiatives.

3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of some entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
   ☉ I / we do not know any such persons.  □ Yes

4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
   🌟 I / we do not anticipate conducting any such business.  □ Yes

5. If the school intends to contract with an education service provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
   ☉ Not applicable because the school does not intend to contract with an education service provider or school management organization.
   □ I / we do not know any such persons.  □ Yes
6. If the school intends to contract with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.

☐ N/A ✭ I / we have no such interest. ☐ Yes

7. If the school plans to contract with an education service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

☐ N/A ✭ I / we or my family do not anticipate conducting any such business. ☐ Yes

8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

✭ Does not apply to me, my spouse or family. ☐ Yes

9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school’s board. ✭ None ☐ Yes

Certification

I, ______________________________________________________________________________________
I, Arvis Dawson, certify to the best of my knowledge and ability that the information I am providing to the Ball State University Office of Charter Schools as a prospective board member for the Premier Arts Academy Charter School is true and correct in every respect.

Signature _____________________________ Date 11/29/2020
Charter School Board Member Information Form
(To be completed individually by each proposed charter school board member. All forms must be signed by hand.)

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school’s fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, BSU requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background
1. Name of charter school on whose Board of Directors you intend to serve: Premier Arts Academy

2. Full name: Beatrice Phillips
   Home Address: 11438 Boise Run, Osceola, IN 46514
   Business Name and Address: Boling Vision Center, 2746 Old US 20 W, Elkhart, IN 46514
   Telephone No.: 574-340-4332
   E-mail address: bphillips@bolingvisioncenter.com

3. Brief educational and employment history. (No narrative response is required if resume and professional biography are attached to the application)
   ✗ Resume and professional biography are provided.

4. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation.
   □ Does not apply to me. ✗ Yes

5. Why do you wish to serve on the board of the proposed charter school?

I believe in The Premier Arts Academy’s mission. I believe it will offer an immersive school experience for both students and parents that will build stronger bonds within families and a deeper connection to community. As a parent myself, I want to see all students including my children have the opportunity for true differentiated instruction with a love for learning. I want to see their teachers facilitating and inspiring rather than teaching to the middle standards. The Premier Arts Academy is blending academics and art and offering students in our community a chance to thrive in their educational experiences and future careers. I need to be a part this!

6. What is your understanding of the appropriate role of a public charter school board member?
The Board's role is to focus on student achievement, to act strategically, to recruit exceptional school leaders, to raise and use resources wisely, and to fulfill all compliance expectations.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I have no previous experience serving on a charter school board. I currently serve on two not-for-profit boards including Heart City Health, and the Latino Chamber of Commerce. My capabilities include influence and relationship building. I have interpersonal strengths that enable me to impact and influence others. I can build connections and bonds in authentic and meaningful ways. My strengths will allow me to be effective in communicating and building relationships with parents, government officials, community partners, and for recruiting talent.

8. Describe the specific knowledge and experience that you would bring to the board.

I have a degree in Organizational Leadership, and Supervision with a concentration in Communication from Purdue University. My personal experience is I am locally born and raised in the region and made the choice to bring my knowledge back to my community I love. I am a 1st generation college graduate. With my knowledge and experience, I will bring leadership qualities including positivity, gratitude, passion, creativity, motivation, and inspiration. I will also bring my experience as a Latina, women, wife, mother, and community connector.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

The Premier Arts Academy believes every student can grow into a creative problem solver. The school will provide high-quality instruction by using well-researched and effective instructional techniques that capitalize on our students' love for the arts!

2. What is your understanding of the school's proposed educational program?

Students will get exactly what they need the Premier Arts Academy. They will get to learn English, Math, Social Studies and Science through the lens of the fine arts. They will also have micro lessons through the daily book clubs and math groups that meet kids exactly where they are and support their needs for remediation or enrichment. Arts Integration and Challenge-Based Learning are the planned instructional strategies that will prepare our students to be life-long learners and give them the soft-skills necessary to succeed in the 21st Century workplace. Student will not only get what they NEED at the PA Academy, but they will get what they WANT with regular access to fine arts professionals and instruction.

3. What do you believe to be the characteristics of a successful school?

Recruit and Retain Top Talent
Family Involvement/Partnerships
Prioritizes Student Needs
Innovative, Research-based Instruction
4. How will you know that the school is succeeding (or not) in its mission?

- Students demonstrate growth in the content areas
- Students demonstrate growth in the arts
- We retain an effective and collaborative staff
- Families and students are happy with their experience
- We hit our student recruitment and retention goals

**Governance**

1. Describe the role that the board will play in the school’s operation.

We will provide the strategic vision for the school, hire great leaders to run the school, hold those leaders accountable for academic success, and provide financial oversight.

2. How will you know if the school is successful at the end of the first year of operation?

Important success metrics for students include growth on NWEA, demonstration of skill content standard mastery through portfolios and presentations, and achievement in the fine arts. As a board, our success will be measured by our fiduciary responsibility, the goals that were met, and the public perception of the school. The admin will be measured by their facilitation of academic success, implementation of educational and operational goals and cultivation of excellence among the staff.

3. How will you know at the end of four years if the school is successful?

We will know we are successful if our student enrollment numbers are growing if our assessment metrics are showing academic growth, and if we are financially stable. Happy staff, students, and families are also an important part of our qualitative measurement.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

- Put a solid infrastructure in place to build from (policies, finances, hiring excellent staff)
- Provide fair and consistent oversight and evaluation
- Support our school leaders and trust in their educational expertise
- Be an ambassador for the school among community members

5. How would you handle a situation in which you believe one or more members of the school’s board were acting unethically or not in the best interests of the school?

I would take my suspicion to the Executive Committee or Board Chair (unless they are involved) and seek an investigation and resolution. This may need to involve finance, legal, or criminal experts.

**Disclosures**

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.

   - ✔️ I/we do not know any such trustees.
   - ☐ Yes

   We’ve volunteered and served on other committees together at times.

2. Indicate whether you or your spouse knows any person who is, or has been in the last two
years, a school employee. If so, indicate the precise nature of your relationship. 
☐ 1 / we do not know any such employees. ☐ Yes
I know Ashley Molyneaux from a collaboration in her previous role at the Elkhart Education Foundation and their Kindness to Prevent Blindness program. My employer served as the voluntary medical partner for that program and I assisted and volunteered my time. I also know Craig Gibson as my company has hired him at times to assist with party planning and décor.

3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of some entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
☐ 1 / we do not know any such persons. ☐ Yes

4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
☐ 1 / we do not anticipate conducting any such business. ☐ Yes

5. If the school intends to contract with an education service provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
☐ Not applicable because the school does not intend to contract with an education service provider or school management organization. ☐ 1 / we do not know any such persons. ☐ Yes

6. If the school intends to contract with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.
☐ N/A ☐ 1 / we have no such interest. ☐ Yes

7. If the school plans to contract with an education service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.
☐ N/A ☐ 1 / we or my family do not anticipate conducting any such business. ☐ Yes

8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.
☐ Does not apply to me, my spouse or family. ☐ Yes

9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school’s board. ☐ None ☐ Yes
Certification

I, Beatrice Phillips, certify to the best of my knowledge and ability that the information I am providing to the Ball State University Office of Charter Schools as a prospective board member for the Premier Arts Academy Charter School is true and correct in every respect.

Signature  

Date
Charter School Board Member Information Form
(To be completed individually by each proposed charter school board member. All forms must be signed by hand.)

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, BSU requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background

1. Name of charter school on whose Board of Directors you intend to serve: Premier Arts Academy

2. Full name: Elizabeth Bond
   Home Address: 2210 East Jackson Blvd Elkhart IN, 46516
   Business Name and Address: n/a
   Telephone No.: 574-238-2534
   E-mail address: Elizabet.Bond@yahoo.com

3. Brief educational and employment history. (No narrative response is required if resume and professional biography are attached to the application)

   Elizabeth Bond is the President of the Premier Arts Board, as an engaged community volunteer, she has championed public school education for more than thirty years. She attended Wells College and Indiana University Bloomington studying Biology. Elizabeth returned to her hometown to raise her family and raise awareness for many local non-profit organizations including C.A.P.S (Children and Parent Services), The Boys and Girls Club and Elkhart Community Schools. She has worked tirelessly for education, from PTO President, to Superintendent Advisory council and most recently on an effort to combine our two high schools into one. She served on the 1 Elkhart committee and was an integral part of the passing of Elkhart's first referendum.
4. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation.

☐ Yes

I have served on many boards over the years including, but not limited to Premier Arts, The Samaritan Center, CAPS, The Boys and Girls Club, Friends of the Lener, The Progress Club of Elkhart, Junior LEague, Elliott Foundation.

5. Why do you wish to serve on the board of the proposed charter school?

I have always been interested in helping promote educational opportunities for the children of our community.

6. What is your understanding of the appropriate role of a public charter school board member?

The Board's role is to provide academic, fiscal, and fundraising oversight as it upholds the school's mission and vision.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I have been extremely active in local schools having served as President of the Riverview Elem PTO and President of the Pierre Moran Middle School PTO. I served as the President of the PPAC at Elkhart Central High School. In addition I served on the superintendent's Advisory Council, as a member of the Elkhart Community Schools Focus Group and worked for the YES4 Elkhart Referendum Board. In 2000 I received the Golden Apple Award from the Elkhart Teachers Association.

8. Describe the specific knowledge and experience that you would bring to the board.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

The Premier Arts Academy will help prepare students for success in their next stage of school and in life by teaching them 21st Century skills along with core academic knowledge through the medium of the performing & visual arts. Students will apply their knowledge across content areas and demonstrate their learning through a diverse set of assessments and showcases. We believe every child can achieve growth!

2. What is your understanding of the school's proposed educational program?

Arts Integration and Challenge-Based Learning are the primary instructional strategies of the Premier Arts Academy. Students will receive daily support and enrichment according to their
individual needs. They will also have the opportunity to apply their knowledge to larger real-world problems and receive authentic feedback when presenting their solutions. Further, they will receive a wide variety of fine arts instruction in early elementary and will work to hone their skills toward mastery in their chosen art form in their upper elementary/middle school years.

3. What do you believe to be the characteristics of a successful school?

Clear Mission & Vision
Student-Focused, Research-Based Instructional Planning
Strong Parental Engagement
Effective staff with positive morale

4. How will you know that the school is succeeding (or not) in its mission?

Students demonstrate growth in the content areas
Students demonstrate growth in the arts
We retain an effective and collaborative staff
Families and students are happy with their experience
We hit our student recruitment and retention goals

Governance

1. Describe the role that the board will play in the school’s operation.

According to "Best Practices for Highly Effective Charter School Boards" the role of the board in the school’s operations is as follows: “A high performing charter school board focuses on student achievement, acts strategically, recruits an exceptional school leader, raises and uses resources wisely, and fulfills all compliance expectations, but it only manages two things: the school leader, and itself. Charter school boards must manage themselves by investing in proven governance best practices regarding board composition, committee structure, meetings, and dynamics.” I agree with this notion. I also believe it is our job to support our school leaders, to help set the strategic vision, and to be a fiduciary check-point.

2. How will you know if the school is successful at the end of the first year of operation?

Premier Arts Academy will be considered a success after our first year of operation if student’s NWEA scores demonstrate growth, if student’s portfolios demonstrate a solid application of knowledge across content areas, and if student’s performances/showcases demonstrate that they are excelling in the fine arts. Success will also be measured by our financial stability, our ability to retain our staff and recruit new staff, and the growth of our Year 2 class.

3. How will you know at the end of four years if the school is successful?

Over 4 years we hope to see continued academic growth as students are immersed in our school model for multiple years and can begin to make connections across grade levels. Success will be measured by our growth in student population, the retention of great staff, and the level of preparation our graduates demonstrate for a rigorous high-school experience.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
- Recruit a strategically composed and diverse board.
- Implement sound governance practices in place that allow it to work efficiently and focus on that which matters most.
- Implement a high-functioning committee structure to advance the work of the board.
- Adopt performance evaluation systems at all levels of the institution.
- Build the school’s reputation in the community.

5. How would you handle a situation in which you believe one or more members of the school’s board were acting unethically or not in the best interests of the school?

If I surmised that a fellow board member was acting unethically, the complaint would be reviewed by the executive committee of the board in partnership with outside counsel (depending on the type of transgression). If it is financial, our accounting firm would be involved. If it was legal, an outside legal team would be consulted. If it was criminal, the proper authorities would be alerted for an investigation.

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.
   - [□] I/we do not know any such trustees. [☑] Yes
   We’ve served on the Premier Arts board together for several years.

2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
   - [□] I/we do not know any such employees. [☑] Yes
   Because many of the Arts staff members of the school already work for Premier Arts, I know them as employees of the organization in which I serve on the board. I know Ashley Molyneaux from volunteering together on previous committees.

3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of some entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
   - [☑] I/we do not know any such persons. [□] Yes

4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
   - [☑] I/we do not anticipate conducting any such business. [□] Yes

5. If the school intends to contract with an education service provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
   - [□] Not applicable because the school does not intend to contract with an education service
provider or school management organization.

☐ 1 / we do not know any such persons. ☐ Yes

6. If the school intends to contract with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.

☐ N/A ☐ 1 / we have no such interest. ☐ Yes

7. If the school plans to contract with an education service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

☐ N/A ☐ 1 / we or my family do not anticipate conducting any such business. ☐ Yes

8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

☐ Does not apply to me, my spouse or family. ☐ Yes

9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school’s board. ☒ None ☐ Yes
Certification

I, Elizabeth Bond, certify to the best of my knowledge and ability that the information I am providing to the Ball State University Office of Charter Schools as a prospective board member for the Premier Arts Academy Charter School is true and correct in every respect.

Elizabeth Bond

Signature

1-31-22

Date
Charter School Board Member Information Form
(To be completed individually by each proposed charter school board member. All forms must be signed by hand.)

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school’s fulfillment of its public obligations and all terms of its charter.

As part of the application for a new charter school, BSU requests that each prospective board member respond individually to this questionnaire. Where narrative responses are required, brief responses are sufficient.

The purpose of this questionnaire is twofold: 1) to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and 2) to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Background
1. Name of charter school on whose Board of Directors you intend to serve: Premier Arts Academy

2. Full name: Mindy Steele
   Home Address: 3426 Meadow Hill Dr., South Bend, IN 46614
   Business Name and Address: Not Applicable (Stay-at-Home-Mom)
   Telephone No.: 574-286-9114
   E-mail address: msmoore9@yahoo.com

3. Brief educational and employment history. (No narrative response is required if resume and professional biography are attached to the application)
   □ Resume and professional biography are provided.
   Education:
   • I graduated with distinction from Purdue University in 2002, receiving my Bachelor of Arts in Special Education-Severe Disabilities (K-12).
   • Post graduation I have participated in a numerous professional trainings pertaining to special education, most of which focused on the best practices for students with Autism. I’ve listed some key trainings below:
     • TEACCH-Structured Teaching
     • Crisis Prevention Intervention
     • The Lovaas Model of Applied Behavior Analysis
     • Communication with Visuals
     • Social Stories
     • Autism Academy
   Employment History:
   • 2009-2010-Comprehensive Intervention Program Classroom Coach-Franklin Township Schools
   • 2004-2009-Comprehensive Intervention Program Teacher at Perry Township Schools
   • 2003-2004-Life Skills Classroom Teacher-South Bend Community School Corporation
   • 2002-2003-Cross Categorical Teacher-South Bend Community School Corporation
4. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation.
   □ Does not apply to me. ☑ Yes
   Premier Arts Board (present)
   The Main Stage, Inc. Board (2015-2019)

5. Why do you wish to serve on the board of the proposed charter school?
I wish to serve on this board because I believe in its mission and the positive impact that it can have on students, families and the community. Playing a part in this one-of-a-kind school in our area would be a privilege to help shape the future for students who love the arts.

6. What is your understanding of the appropriate role of a public charter school board member?
The Board’s role is to provide academic, fiscal, and fundraising oversight as it upholds the school’s mission and vision.

7. Describe any previous experience you have that is relevant to serving on the charter school’s board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.
While I have served as board member previously, I feel I have the capability to be an effective board member due to my past experience as a Classroom Coach. As a Comprehensive Intervention Coach I was part of the Special Education Administrative Team in the district. We would meet weekly to discuss and troubleshoot the main issues within the Special Education Department across the 9 schools in the district. It was my job to work with other specialists on my team, along with classroom teachers, instructional assistants, building principals and parents to best serve students with unique needs. Whether it was a behavioral issue, accessibility or academics, it involved planning, assessments, data collection, communication, goal setting, implementing best practices, staff training and data-driven decision making. I believe there is a parallel between the role I played as a classroom coach and the role I will play as a board member.

8. Describe the specific knowledge and experience that you would bring to the board.
I feel that I will be contributing the knowledge and perspective of both an educator and a parent to the board. As a former special education teacher I know the wide range of needs individual students possess. Special Education is rooted in best practices and data driven decision making which I feel can be aligned with the type of decisions board members will be making to best benefit the school and its students. Additionally, I can apply my parental compass to the issues brought forth to the board.

School Mission and Program
1. What is your understanding of the school’s mission and guiding beliefs?
The Premier Arts Academy will help prepare students for success in their next stage of school and in life by teaching them 21st Century skills along with core academic knowledge through the medium of the performing & visual arts. Students will apply their knowledge across content areas and demonstrate their learning through a diverse set of assessments and showcases, believe every child can achieve growth!

2. What is your understanding of the school’s proposed educational program?
Arts Integration and Challenge-Based Learning are the primary instructional strategies of the Premier Arts Academy. Students will receive daily support and enrichment according to their individual needs. They will also have the opportunity to apply their knowledge to larger real-world
problems and receive authentic feedback when presenting their solutions. Further, they will receive a wide variety of fine arts instruction in early elementary and will work to hone their skills toward mastery in their chosen art form in their upper elementary/middle school years.

3. What do you believe to be the characteristics of a successful school?

Clear Mission & Vision
Student-Focused, Research-Based Instructional Planning
Strong Parental Engagement
Effective staff with positive morale

4. How will you know that the school is succeeding (or not) in its mission?

Students demonstrate growth in the content areas
Students demonstrate growth in the arts
We retain an effective and collaborative staff
Families and students are happy with their experience
We hit our student recruitment and retention goals

Governance

1. Describe the role that the board will play in the school’s operation.

According to “Best Practices for Highly Effective Charter School Boards” the role of the board in the school’s operations is as follows: “A high performing charter school board focuses on student achievement, acts strategically, recruits an exceptional school leader, raises and uses resources wisely, and fulfills all compliance expectations, but it only manages two things: the school leader, and itself. Charter school boards must manage themselves by investing in proven governance best practices regarding board composition, committee structure, meetings, and dynamics.” I agree with this notion. I also believe it is our job to support our school leaders, to help set the strategic vision, and to be a fiduciary check-point.

2. How will you know if the school is successful at the end of the first year of operation?

Premier Arts Academy will be considered a success after our first year of operation if student’s NWEA scores demonstrate growth, if student’s portfolios demonstrate a solid application of knowledge across content areas, and if student’s performances/showcases demonstrate that they are excelling in the fine arts. Success will also be measured by our financial stability, our ability to retain our staff and recruit new staff, and the growth of our Year 2 class.

3. How will you know at the end of four years if the school is successful?

Over 4 years we hope to see continued academic growth as students are immersed in our school model for multiple years and can begin to make connections across grade levels. Success will be measured by our growth in student population, the retention of great staff, and the level of preparation our graduates demonstrate for a rigorous high-school experience.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

-Recruit a strategically composed and diverse board.
-Implement sound governance practices in place that allow it to work efficiently and focus on that which matters most.
-Implement a high-functioning committee structure to advance the work of the board.
-Adopt performance evaluation systems at all levels of the institution.
- Build the school's reputation in the community

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

If I surmised that a fellow board member was acting unethically, the complaint would be reviewed by the executive committee of the board in partnership with outside counsel (depending on the type of transgression). If it is financial, our accounting firm would be involved. If it was legal, an outside legal team would be consulted. If it was criminal, the proper authorities would be alerted for an investigation.

Disclosures

1. Indicate whether you or your spouse knows the other prospective board members for the proposed school. If so, please indicate the precise nature of your relationship.
   - □ 1 / we do not know any such trustees.  ☐ Yes
   We’ve served on the Premier Arts board together for several years.

2. Indicate whether you or your spouse knows any person who is, or has been in the last two years, a school employee. If so, indicate the precise nature of your relationship.
   - □ 1 / we do not know any such employees.  ☐ Yes
   Because many of the staff members of the school already work for Premier Arts, I know them as employees of the organization in which I serve on the board. I know Ashley Molyneaux from volunteering together on previous committees.

3. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officer, employee or agent of some entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.
   - ☐ 1 / we do not know any such persons.  □ Yes

4. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
   - ☐ 1 / we do not anticipate conducting any such business.  □ Yes

5. If the school intends to contract with an education service provider or management organization, indicate whether you or your spouse knows any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, please describe any such relationship.
   - ☐ Not applicable because the school does not intend to contract with an education service provider or school management organization.

6. If the school intends to contract with an education service provider, please indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, provide a detailed description.
   - ☐ N/A  ☐ 1 / we have no such interest.  □ Yes

7. If the school plans to contract with an education service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any
business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

☐ N/A ☑ I / we or my family do not anticipate conducting any such business. ☐ Yes

8. Indicate whether you, your spouse or other immediate family members are a director, officer, employee, partner or member of, or are otherwise associated with, any organization that is partnering with the charter school. To the extent you have provided this information in response to prior items, you may so indicate.

☑ Does not apply to me, my spouse or family. ☐ Yes

9. Indicate any potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school’s board. ☑ None ☐ Yes

Certification

[Signature: Mindy Steele]  1.30.22

I, Mindy Steele, certify to the best of my knowledge and ability that the information I am providing to the Ball State University Office of Charter Schools as a prospective board member for the Premier Arts Academy Charter School is true and correct in every respect.
Attachment 15-
Conflict of Interest Policy
Premier Arts Academy Conflict of Interest Policy

1. It is the policy of Premier Arts and its governing body that Premier Arts directors and officers, and the employees of the Premier Arts Academy, shall carry out their respective duties in a fashion that avoids actual, potential or perceived conflicts of interest. Further, Premier Arts directors and officers, and the employees of the Premier Arts Academy, shall have the continuing, affirmative duty to make disclosure of any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their respective responsibilities to Premier Arts and/or the Premier Arts Academy.

2. Premier Arts directors and officers, and the employees of the Premier Arts Academy, shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with Premier Arts and/or the Premier Arts Academy in a completely impartial manner, without favor or preference based upon any consideration other than the best interests of Premier Arts and/or the Premier Arts Academy.

3. Premier Arts directors and officers, and the employees of the Premier Arts Academy, shall not seek or accept for themselves or for any of their relatives (defined herein to include spouses, siblings, ancestors, or descendants, whether by whole- or half-blood), from any person or entity that transacts or seeks to transact business with Premier Arts and/or the Premier Arts Academy, any gifts, entertainment, or other favors relating to their positions with Premier Arts and/or the Premier Arts Academy. This shall not apply to the acceptance of nominal gifts such as pens, hats, coffee mugs, note-pads, or other nominal gifts which have a value similar to those items described herein.

4. Premier Arts directors and officers, and the employees of the Premier Arts Academy, shall not knowingly or intentionally hold a pecuniary interest in, or derive a profit from, any contract or purchase by Premier Arts and/or the Premier Arts Academy. The prohibitions in this paragraph four (4) do not apply to employment compensation provided to employees of the Premier Arts Academy for services provided to the Premier Arts Academy within the scope of their employment. These prohibitions also do not apply to the reimbursement of expenses incurred by a director or officer of the Organizer or an employee of the Premier Arts Academy where such expenditure is for the benefit of the Premier Arts Academy and has been duly approved by Premier Arts governing body.

5. The prohibition set forth in paragraph four (4), above, shall not prevent Premier Arts board member and/or Premier Arts Academy employee from having a pecuniary interest in or deriving a profit from a contract or purchase connected with Premier Arts or the Premier Arts Academy if the following conditions are met:
   a. the employee is not a member of Premier Arts governing body, nor has the employee been delegated the function of contracting or purchasing by Premier Arts governing body;
b. the functions and duties performed by the employee for Premier Arts and/or the Premier Arts Academy School are unrelated to the contract or purchase; and
c. the employee makes disclosure to Premier Arts governing body in the manner set forth in this Policy at paragraph seven (7).

6. The prohibition set forth in paragraph four (4), above, shall not apply in the following circumstances to an employee of Premier Arts and/or the Premier Arts Academy:
   a. the contract or purchase involves the employment of the employee’s relative, or the payment of a fee for goods or service to the employee’s relative; and
   b. the employee makes disclosure to Premier Arts governing body in the manner set forth in this Policy at paragraph (7).

This exception to the prohibition set forth in paragraph four (4) of this Policy shall not be applicable to contracts or purchases involving a relative of a member of Premier Arts governing body.

7. The disclosure contemplated by paragraphs five (5) and six (6) of this Policy must be as follows:
   a. be in writing;
   b. describe the contract or purchase to be made by Premier Arts governing body;
   c. describe the pecuniary interest that the employee has in the contract or purchase;
   d. be affirmed under penalties of perjury; and
   e. be submitted to Premier Arts governing body with a contemporaneous copy being provided to the University’s Executive Director of the Office of Charter Schools, and be accepted by Premier Arts governing body in a public meeting under I.C. 5-14-1.5 et seq. prior to final action on the contract or purchase.

8. A pecuniary interest in a contract or purchase shall be found to exist if the contract or purchase will result in, or is intended to result in, an ascertainable increase in the income or net worth of:
   a. a director or officer of Premier Arts;
   b. an employee of the Premier Arts Academy; or
   c. mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse, or same-sex partner of a director or officer of Premier Arts, or of a Premier Arts Academy employee which relative:
      i. is under the direct or administrative control of the director or officer of the Organizer, or of the Premier Arts Academy employee; or
      ii. receives, or is awarded, a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the director or officer of Premier Arts, or of the Premier Arts Academy employee.

9. If a member of Premier Arts governing body violates the policy, the violation shall be reported in writing to the Executive Director of the Office of Charter Schools, and the violation
shall provide the basis for sanctioning the violating director or officer, which sanctions shall include the possible suspension or removal of the violating officer or director from Premier Arts governing body in a manner consistent with Premier Arts bylaws governing removal of members of Premier Arts governing body.

10. If a Premier Arts Academy employee violates the policy, the violation shall be reported in writing to the Executive Director of the Office of Charter Schools, and the violation shall provide the basis for disciplining of the employee, up to and including possible termination from employment in a manner consistent with the personnel policy governing the terms and conditions of the Premier Arts Academy’s employee’s employment.

11. The employees of the Premier Arts Academy shall not be voting members of Premier Arts governing body, or of any of Premier Arts advisory boards with decision-making authority delegated by Premier Arts, unless such prohibition is expressly waived in writing and under such conditions as expressly set by the Executive Director of the Office of Charter Schools. The proposed policy may provide that the prohibitions required by this Policy shall not apply if the pecuniary interests of the director or officer of Premier Arts, or of the Premier Arts Academy employee in the contract or purchase at issue, and in all other contracts and purchases over the immediately preceding twelve (12) month period before the date of the contract or purchase at issue, was $250 or less.
Attachment 16-
Grievance Policy
Premier Arts Academy Grievance Process:

Matters Regarding a Professional Staff Member-
First Level- If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and Academy policy. This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member. As appropriate, the staff member shall report the matter and whatever action may have been taken to the Head of School.

Second Level- If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor or Head of School.

Third Level- If a satisfactory solution is not achieved by discussion with the Head of School, a written request for a conference shall be submitted to the Governing Board President. This request should include:

A. the specific nature of the complaint and a brief statement of the facts giving rise to it;
B. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
C. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.
D. The decision of the Governing Board shall be final; a written response to the complainant shall be prepared by the Governing Board President.

Matters Regarding the Head of School
Should the matter be a concern regarding the Head of School which cannot be resolved through discussion with the Head of School, the complainant may submit a written request for a conference to the Board. This request should include:

A. the specific nature of the complaint and a brief statement of the facts giving rise to it;
B. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
C. the reason that matter was not able to be resolved with the Head of School;
D. the action which the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may grant a hearing before the Board or a committee of the Board or refer the matter to an executive session.

The complainant shall be advised, in writing, of the Board's decision within thirty (30) business days.

The Board's decision will be final and not subject to appeal.
**Matters Regarding an Administrative Staff Member:**
Since administrators are considered members of the Academy's professional staff, the general procedure specified in "Matters Regarding a Professional Staff Member" shall be followed.

**Matters Regarding a Support Staff Member:**
In the case of a support staff member, the complaint is to be directed, initially, toward the person's supervisor, and the matter then brought as required to higher levels in the same manner as prescribed for "Matters Regarding a Professional Staff Member."

**Matters Regarding School Services or Operations:**
If the request, suggestion, complaint, or grievance relates to a matter of School procedure or operation, it should be addressed, initially, to the Head of School and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

**Matters Regarding the Educational Program:**
If the request, suggestion, complaint, or grievance relates to a matter of School program, it should be addressed, initially, to the Head of School and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

**Matters Regarding Instructional Materials:**
The Head of School shall prepare guidelines to ensure that students and parents are adequately informed each year regarding their right to inspect instructional materials and the procedure for completing such an inspection.

If the request, suggestion, complaint, or grievance relates to instructional materials such as textbooks, library books, reference works, and other instructional aids used in the Academy, the following procedure shall be followed:

A. The criticism is to be addressed to the Head of School, in writing, and shall include:
   1. author;
   2. title;
   3. publisher;
   4. the complainant's familiarity with the material objected to;
   5. sections objected to by page and item;
   6. reasons for objection.

B. Upon receipt of the information, the Head of School may appoint a review committee which may consist of:
   1. one (1) or more professional staff members;
   2. one (1) or more lay persons knowledgeable in the area.

C. The committee, in evaluating the questioned material, shall be guided by the following criteria:
   1. the appropriateness of the material for the age and maturity level of the students with whom it is being used
   2. the accuracy of the material
   3. the objectivity of the material
4. the use being made of the material

D. The material in question may not be withdrawn from use pending the committee's recommendation to the Head of School.
E. The complainant may appeal this decision, within thirty (30) business days, to the Board through a written request to the Head of School, who shall forward the request and all written material relating to the matter to the Board.
F. The Board shall review the case and advise the complainant, in writing, of its decision within forty-five (45) business days.

No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.
Attachment 17- Staffing Chart
## Premier Arts Academy Staffing Model and Rollout

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head of School</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Director of Operations/Tech Coordinator</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Executive Artistic Director</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Special Services Consultant (1/5 time)</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Dean of Students</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Director of Curriculum &amp; Instruction</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Director of Special Services</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Part Time Counselor/Conservatory Coordinator</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Assistant to the Admin Team/ Volunteer Coordinator</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Director of Communications &amp; Recruitment</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Business Manager, federal funding, data coordinator</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Parent &amp; Student Support Coordinator &amp; Aftercare Supervisor</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Main Office Coordinator</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Custodial Staff</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Arts Integration Chair (teacher stipend)</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>STEAM Chair (teacher stipend)</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Challenge Chair (teacher stipend)</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Classroom Teaching Staff</td>
<td>7</td>
<td>15</td>
<td>17</td>
<td>19</td>
<td>22</td>
<td>25</td>
</tr>
<tr>
<td>Paraprofessional Staff</td>
<td>7</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>18</td>
</tr>
<tr>
<td>Fine Arts Teaching Staff (number of classes) (1/6 time)</td>
<td>7</td>
<td>15</td>
<td>17</td>
<td>19</td>
<td>22</td>
<td>25</td>
</tr>
<tr>
<td>Operations Assistant</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

**Total FTEs**

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>23.5</td>
<td>43.75</td>
<td>50</td>
<td>52</td>
<td>55.75</td>
<td>62</td>
</tr>
</tbody>
</table>
Attachment 19-
Head of School & Teacher Evaluation Tools, Performance Improvement Plan Protocol
One of the most important responsibilities of the board of a public charter school board is to evaluate the Head of School. For the purposes of this tool, we define the Head of School as the individual who reports directly to the Board of Directors (e.g., Chief Executive Officer, Executive Director, Head of School).¹

This evaluation is the board’s most powerful opportunity to exercise effective oversight and hold the school accountable for academic, financial, and operational success. The Head of School is responsible for managing the school, setting ambitious goals, and meeting those goals. The board, in turn, is responsible for making sure the leader is doing so, offering them feedback to help them improve, providing professional support and development as needed, and recognizing excellent performance.

This is not easy. Boards often struggle to conduct a professional, thorough, comprehensive evaluation that provides a clear and accurate picture of how well the leader is performing in their job. This toolkit is designed to help.

The relationship between the board and the Head of School is the backbone of a good school and an effective board. The annual evaluation process should be the foundation of that relationship. Evaluation should be embraced as a positive, productive process, and the Head of School should be encouraged, and required, to ensure that the board has accurate and full information throughout the year about the school’s performance. The evaluation process allows the board to engage formally with the Head of School about their strengths, challenges, and development opportunities in ways that ensure the school has the leadership it needs to drive student success.

**An effective Head of School evaluation process allows the board to:**

- Develop clear performance measures and goals every year so the Head of School’s work is aligned with and supports the school’s strategic direction
- Assess the Head of School’s ability to perform the core competencies of the position and to meet agreed-upon annual goals
- Identify proactively when the leader is not on track to meet their goals, and provide support, professional development, and timely feedback to help them improve
- Recognize and reward successes, which helps retain strong leaders
- Provide an opportunity for the Head of School to reflect on their performance
- Create a transparent structure for communicating with the Head of School about their performance regularly and routinely throughout the year
- Ensure that the board brings an equity lens to its oversight role by monitoring the Head of School’s leadership with regard to equity and diversity among the school staff; equitable policies and processes; a clear focus on differences in student outcomes between students of different races, socio-economic backgrounds, genders, and special education needs; and the existence of an equity-focused school culture

¹ This toolkit is meant for boards to use in evaluating the executive leader of the school/organization. It is not meant for school leaders to use in evaluating their direct reports (e.g., principals, instructional leaders, chief academic, finance, or operational officers, etc.)
This toolkit offers:

- A clear and streamlined process for boards to use in evaluating the Head of School’s performance
- A list of data sources boards should tap to ensure they have full information about Head of School performance
- Templates for the board’s evaluation and the leader’s self evaluation
- Guidance around gathering input from parents, staff, and stakeholders
- FAQs
- Links to helpful resources/organizations

The toolkit is divided into three sections:

1. The Evaluation Process
2. Head of School Evaluation Tools and Resources
3. Frequently Asked Questions

For more information about our work, and for an editable version of this toolkit, please visit www.edfuel.org and www.edboards.org.
THE PERFORMANCE EVALUATION PROCESS

The evaluation process includes six main steps:
1. Goal Setting
2. Regular Monitoring and Feedback
3. Data Gathering and Review
4. Head of School Self Evaluation
5. Board Review Discussion
6. Performance Evaluation Delivery

Each of these steps is explained in further detail below.

STEP 1: GOAL SETTING

- The board and the Head of School ensure they are clear about what the Head of School will be evaluated on, what excellence looks like, and what data the board will use to evaluate performance, including both qualitative and quantitative data.
  - The entails reviewing the Head of School’s job description and updating it each year to reflect any changes (e.g., moving to multiple campuses, launching new initiatives, etc.)
- The Head of School drafts three to five goals focused on improving academic outcomes and ensuring financial and operational health of the school. These should include professional development goals, and they should be aligned with the long-term strategy for the school. For examples of goals, please refer to the Sample Goals section below.
  - The board chair and the Head of School agree to the goals and share with the full board, for discussion and revision. The full board approves the goals.
- In addition to the goals, the Head of School and board should agree to a set of competencies that are required to accomplish the goals. These competencies should reflect the most important skills needed to achieve the goals.
  - The board should decide whether the full set of competencies required for the Head of School position will be included in the evaluation, or if the board will select a subset of competencies with the Head of School each year. For more information on how to make that decision, and for competency resources, please see the Competency Resources section below.
- The board and Head of School agree upon a tool to use to evaluate the Head of School, which should include assessment of meeting both goals and competencies
- The board selects one member to lead the Head of School evaluation process. This designated board member should not be the board chair, to ensure that more than one board member is involved in performance evaluation, monitoring progress, and providing feedback to the Head of School; this protects both the board and the Head of School from overreliance on the board chair, is a more inclusive approach to governance, increases board engagement, and limits the influence of one board member in performance evaluation.
**STEP 2: REGULAR MONITORING AND FEEDBACK**

- Throughout the year, the board holds itself accountable for always having an eye on what information will help inform their evaluation, what data is already being collected that the board can access (such as teacher and parent surveys), the timeline for information (such as when student test scores are released, and how difficult it is to administer surveys in the summer), and how the board can gain important insights throughout the year.
  - The designated board member should keep notes about Head of School performance as the school year unfolds, not just at the end of the year. This approach will help ensure that the board has a full and fair picture of the Head of School’s performance.
- At regular, planned intervals throughout the year, the board provides concrete, direct feedback to the Head of School on their performance, progress towards goals, and management of ongoing school operations.
  - The board chair meets regularly and routinely with the Head of School to deliver this feedback, organized around progress towards goals
  - The board chair shares information with the full board at least quarterly to keep the board informed about ongoing performance
  - The Head of School presents a formal midyear report to the board on progress to goals and any other issues related to performance management and professional development
STEP 3: DATA GATHERING AND REVIEW

- The designated board member reviews relevant and accurate information related to Head of School performance, including:
  - Data that provides a complete picture of the overall academic performance of the organization, as measured by indicators of student academic performance, school culture, discipline, enrollment, graduation, social/emotional learning, etc.
  - Data that provides a clear picture of the overall financial performance of the organization, as measured by monthly financial statements, balance sheet, and the annual audit.
  - Data that provides comprehensive insight into the overall operational health of the organization, as measured by indicators such as the existence and quality of policies and procedures, staff retention/attrition data, etc.
  - Staff and direct report input
  - Parent and stakeholder input
  - Board member input
  - The Head of School's self evaluation
- The designated board member works with others on the board to be sure that the board is gathering and reviewing this information with an equity lens. Depending on the goals set by the board and the Head of School, some potential questions that assess for equity may include:
  - Do families of color re-enroll at different rates than white families?
  - Are white teachers promoted more often, paid more, or disciplined less than teachers of color?
  - Are there gaps in academic performance, discipline incidents, referral to special education or gifted programs etc., between students of different races, genders, socio-economic background, etc?
  - Does the Head of School display evidence of bias (conscious or subconscious) in their self-evaluation?
- The designated board member drafts a performance evaluation based on a detailed review of this data and sends it to the full Board of Directors, attaching key data (this toolkit provides a template for the report).

STEP 4: HEAD OF SCHOOL SELF-EVALUATION

- The board shares the self-evaluation tool with the Head of School and provides an overall timeline for the evaluation process (and then sticks to that timeline). The Head of School completes the same evaluation questions as the board will complete.
- The Head of School completes the self-evaluation and sends it to the designated board member.
STEP 5: BOARD REVIEW DISCUSSION

- The designated board member sends the draft performance evaluation and the Head of School’s self-evaluation to the full board, confidentially, at least 72 hours in advance of the meeting at which it will be discussed.
- During an executive session at a full board meeting, board members discuss the evaluation and share feedback with the designated board member on the evaluation.
- The designated board member incorporates any changes based on the feedback from the full board and sends the evaluation to the Head of School.

STEP 6: PERFORMANCE EVALUATION DELIVERY

- The Head of School, the board chair, and the designated board member meet to review each section of the evaluation, highlighting key points, discussing questions, and summarizing conclusions.
  - It is important to have an eye to who is in the room; for example, if the board chair and the designated board member are both white and the Head of School is a person of color, the board might consider adding another board member to this meeting, talking with the Head of School about whether she feels comfortable with the situation, and using this as an opportunity to discuss board diversity and inclusiveness.
  - It is essential that this discussion including both positive and constructive negative feedback, so the Head of School is both recognized for strong performance and given the opportunity for feedback on areas for growth and improvement.
- The Head of School, the board chair, and the designated board member draft next steps:
  - If necessary, agree on a performance improvement plan and assess progress against this plan in the coming weeks and months.
  - Set 3-5 goals to guide the Head of School’s work for the next year.
- The evaluation is sent to the full Board of Directors and placed in the leader’s personnel file.
CYCLE OF HEAD OF SCHOOL EVALUATION

HEAD OF SCHOOL EVALUATION TOOLS AND RESOURCES

This section includes a set of sample tools and resources for use in Head of School evaluations:

1. Sample Timeline
2. Sample Goals
3. Evaluation Tools and Templates
4. Competency Resources
5. Sample 360 Survey Questions & Resources
6. Sample Professional Development Plans
The sample timeline below follows an academic year, but could be modified to follow a calendar year if preferable. The main point here is that evaluating the Head of School is an ongoing process that is part of the board’s work all year long. The board should always have an eye on what information will help inform their evaluation, what data is already being collected that the board can access (such as teacher and parent surveys), the timeline for information (such as when student test scores are released, and how difficult it is to administer surveys in the summer), and how the board can gain important insights throughout the year. The designated board member should keep notes about Head of School performance as the school year unfolds, not just at the end of the year. This approach will help ensure that the board has a full and fair picture of the Head of School’s performance.

APRIL-JUNE: GOAL SETTING
- Select designated board member
- Finalize evaluation instrument.
- Set goals
- Board approves goals

JULY-MAY: REGULAR MONITORING AND FEEDBACK
- Regular check-ins between board chair and Head of School
- Quarterly reports to board on progress towards goals
- Formal midyear report

MAY-JUNE: DATA GATHERING AND REVIEW
- Designated board member oversees gathering of information from board members, parents, staff/faculty, stakeholders, etc.
- Designated board member drafts evaluation report and shares it with full board at least 1 week prior to board meeting
- Note that this is the most time-intensive part of the evaluation process, and the designated board member, and all board members, should plan ahead to invest the necessary time over these 4-6 weeks

JUNE: HEAD OF SCHOOL SELF-EVALUATION
- Head of School completes self-evaluation
- Self-evaluation shared with full board

JUNE: BOARD REVIEW DISCUSSION
- Board holds formal evaluation discussion in executive session

JUNE-AUGUST: PERFORMANCE EVALUATION DELIVERY
- Board formally delivers evaluation to Head of School
2 SAMPLE GOALS

The following are example goals to provide a more concrete understanding of what the goals set by the board and Head of School should include. They are not meant to be comprehensive or a template for ideal goals.

STUDENT PERFORMANCE AND ACADEMIC GOALS
- Based on the results of an internally developed assessment administered by October 31, at least 85% of students will show a 15% improvement in their test scores.
- Reduce the gap in standardized test scores between white students and students of color by at least 5%.
- By EOY 2019-2020: Student Growth/Performance - Standardized Test Goal (80% proficient) - PreK-2 (80% would show sufficient growth on school benchmark)
  - By EOY, 80% of SpED and ELL subgroups meet growth targets on standardized tests.
  - Reduce student performance gap of economically disadvantaged students by X%.
- By the end of the school year, 90% of seniors will graduate and 100% of graduates will be accepted into college
- By April 15, XYZ Public Charter School will complete the English Language Arts and math curriculum for the fifth grade that will open in the fall.

FINANCIAL GOALS
- By June 30, increase individual giving revenue by 20% over the fiscal year and the number of individual donors by 10%.
- By May 15, 2015, XYZ Public Charter School will be operating with a balanced budget for FY '20 including three months of operating cash on hand ($500k) and $2m in cash reserves to fund future capital expenditures.

OPERATIONAL GOALS
- By January 5, ensure that the renovation of the middle school science lab is completed and that the temporary classrooms are dismantled, all while ensuring that the cost of the project remains within the board-approved budget.
- By March 31, present to the board the project plan for completing the renewal application, specifically highlighting the role of the Board in renewal.
- By September 1, 2019, meet or exceed annual enrollment projection (800 in SY19-20)

SCHOOL CULTURE GOALS
- By mid year, parents are actively engaged and satisfied with school, as evidenced by 70% participation in school wide events, and 80% participation on parent survey with 60% satisfaction rates.
- By June 30, school culture will rank among the top Tier Schools (25%) when measured using the Insight Survey Metric System.
PERSONNEL GOALS

- By December 2019, create and implement a new teacher recruitment and retention plan, including a new compensation model, to ensure retention of 80% of teachers rated effective or highly effective by their principal.
- By August 2020, complete individual principal evaluation processes that include formal and informal evaluations that hold principals accountable for achieving pre-determined goals and identify opportunities for ongoing support and professional development.
- By June 2020, reduce the preventable staff attrition rate by 10%.
  - Note: preventable attrition includes any reasons that are within the school’s control. Unpreventable attrition includes such actions as moving to another state for family reasons, etc.
  - “Desired” attrition (e.g. staff members who are not performing) should also be counted as unpreventable, although the board needs to assess the extent to which the school has a set of criteria for performance that ensures a lack of bias in who is considered high-performing. We recommend in absence of this criteria, the board should consider unpreventable reasons such as the ones listed above due to potential equity issues.
- By June 2020, ensure the preventable staff attrition rates are consistent (within 5%) across subgroups by race and gender.

3 EVALUATION TOOLS AND TEMPLATES

An effective Head of School evaluation should cover three areas:
1. Goals (what you got done)
   What was your progress in reaching key goals for the year?
2. Competencies (how you got it done)
   How are you demonstrating the skills essential to the position?
3. Overall Performance Assessment (overall, how well you did and next steps)
   How did you do overall? What does the path forward look like?

In addition, we recommend adding a fourth aspect:
4. Feedback to the Board
   This section solicits input on how well the board worked with the Head of School.

RATINGS

The following scale is used for all ratings in the review:

- Exceeds expectations – consistently delivers exceptional results, is a model for others to follow, rare.
- Meets expectations – consistently meets expectations in all areas.
- Partially meets expectations – meets expectations in some areas, but needs improvement in others.
- Does not meet expectations – needs significant improvement quickly.
EXAMPLE OF RATINGS

Example 1: One of the goals set by the board and the Head of School at the beginning of the year was to reduce preventable staff attrition by 10%. In the prior year, the preventable staff attrition rate was 25%. At the end of the current year, the preventable staff attrition was 20%. The rating for this goal would be Partially Meets Expectations as the rate was reduced, but not to the full extent of the goal.

Example 2: One of the goals set by the board and the Head of School at the beginning of the year was to reduce the gap in standardized test scores between white students and students of color by at least 5%. The board and the Head of School agreed that if the gap was reduced by 10% or higher, it would be considered exceeding the expectation. At the end of the current year, the gap between white students and students of color was reduced by 12%. The rating for this goal would be Exceeds Expectations, as the gap was reduced by more than 10%.

DIRECTIONS FOR USING THE SAMPLE HEAD OF SCHOOL EVALUATION INSTRUMENT

- The same template should be used for the self-evaluation and the board evaluation: The Head of School and the board should use the same instrument for the self-evaluation and the board evaluation. This allows for consistency in questions answered.

- The designated board member bears the responsibility of filling in the agreed-upon goals and competencies: The board should fill in the agreed-upon goals and competencies in the evaluation template before sending to the Head of School to complete the self-evaluation.

- The designated board member needs the self-evaluation in advance: The board and the Head of School should agree to a timeframe by which the Head of School will send the self-evaluation to the board representative. Typically, the self-evaluation is sent to the board representative at least a few weeks in advance of the evaluation conversation to allow for time for the designated board member to complete the board evaluation and send it to the full board for feedback.

- The self-evaluation should be utilized in the board evaluation: The designated board member should carefully review and refer to the Head of School’s self evaluation when filling out the board evaluation, and incorporate specific reflections from the Head of School into the evaluation.

- The Head of School needs time to review the evaluation report in advance: The designated board member should send the evaluation to the Head of School at least 48 hours in advance of the evaluation conversation (if not more) to allow time for the Head of School to review the evaluation.

- Concise language is critical: Reflections do not need to be lengthy, as it can reduce the extent of internalization of key information. Instead, the designated board member and the Head of School should focus on the most relevant information. Using bullet points is fully acceptable as the goal is to be concise and clear.
# SAMPLE HEAD OF SCHOOL EVALUATION INSTRUMENT

<table>
<thead>
<tr>
<th>Head of School Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Directors (list members)</td>
<td></td>
</tr>
<tr>
<td>Review Period</td>
<td></td>
</tr>
<tr>
<td>Date of Review</td>
<td></td>
</tr>
<tr>
<td>Reviewed by</td>
<td>Self ☐ Board of Directors ☐</td>
</tr>
</tbody>
</table>

## SECTION I. ACHIEVING GOALS

*Directions:* Identify your overall goals and corresponding results.

<table>
<thead>
<tr>
<th>Goals</th>
<th>Result(s)</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>E: exceeds expectations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>M: meets expectations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>P: partially meets expectations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D: Does not meet expectations</td>
</tr>
</tbody>
</table>

*Comments:* To what extent did you/the Head of School achieve the goals for the position this past period? To what extent did you/the Head of School do everything possible to reach the goals?
SECTION II. DEMONSTRATING COMPETENCIES

**Directions:** Reflect on your demonstration of the organizational core values and the competencies required in your role. For sample competencies, see Eduverx’s Blueprint for Success competency maps.

<table>
<thead>
<tr>
<th>Core Competencies and Descriptions</th>
<th>To what degree did you/this person demonstrate proficiency in the core competencies?</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;INSERT COMPETENCY&gt;</td>
<td></td>
</tr>
<tr>
<td>&lt;INSERT COMPETENCY&gt;</td>
<td></td>
</tr>
<tr>
<td>&lt;INSERT COMPETENCY&gt;</td>
<td></td>
</tr>
<tr>
<td>&lt;INSERT COMPETENCY&gt;</td>
<td></td>
</tr>
</tbody>
</table>

SECTION III. SUMMARY ASSESSMENT, NEXT STEPS, AND PROFESSIONAL DEVELOPMENT

**Directions:** Please complete the prompts below.

**Overall performance rating:**
- □ Exceeds Expectations
- □ Meets Expectations
- □ Partially Meets Expectations
- □ Does Not Meet Expectations

**Qualitative Comments:**
- How are you/the Head of School performing overall?
- What are the 1-3 most notable areas of strength?
- What are the 1-3 areas for growth or improvement?
- What are the next steps for growth or improvement in terms of your/the Head of School’s professional development?
- What do you see as your/the Head of School's future in the organization? Where do you see yourself/the Head of School in the next 3-5 years (inside or outside of the organization)?

SECTION IV. BOARD OF DIRECTORS FEEDBACK

**Directions:** Head of Schools: please share feedback for the Board of Directors on their work with you this year.

- What is the Board of Directors doing well in their support of your work?
- How could the Board of Directors support your work more effectively?
- To what extent has the Board of Directors tailored their management approach to your leadership philosophy and background? How could the Board of Directors improve in this area to better personalize their approach to developing you as a leader?
4 COMPETENCY RESOURCES

One resource that boards can look to when working with the Head of School to select a set of relevant competencies for their role is EdFuel’s Blueprint for Success competency maps. Developed in collaboration with the Broad Center, NewSchools Venture Fund, Harvard’s Graduate School of Education, the Bridgespan Group, and 40+ sector leaders, the initiative includes seven functional competency maps (academics and instruction, advocacy, development, information and data, finance, operations, and talent) to show the knowledge, skills, and relationships necessary to manage school districts/networks.

EdFuel’s Blueprint for Success competency maps outline the skills and behaviors necessary for success in 7 core areas: Academics, Data, Development, Finance, Leadership, Operations, and Talent. All maps are open-source and available for download on EdFuel’s website using the links above.

5 SAMPLE 360 SURVEY QUESTIONS & RESOURCES

Gathering feedback from staff, parents, and stakeholders is a critical component of a Head of School evaluation. The board must seek this feedback to develop a comprehensive understanding of the Head of School’s performance, successes, and opportunities for growth. This process can understandably be nerve-wracking to a leader, and boards should work closely with their Head of School to ensure that the endeavor is framed with a growth and support perspective. Despite the challenges in gathering this feedback smoothly and handling it with sensitivity, this is a core responsibility of boards in exercising oversight and holding the Head of School accountable.

We recommend that a board member with experience in management, evaluation, and/or human resources lead this part of the evaluation process to ensure it is handled efficiently, effectively, and with the appropriate level of professionalism, thoughtfulness, and sensitivity.

There are many resources boards can tap for external support in collecting 360 feedback. EdFuel’s myBlueprint 360 tool captures and synthesizes feedback through a survey, tailored to competencies for the recipient’s role. Competencies are selected from EdFuel’s open-source competency maps. Once collected, the feedback is synthesized and shared out in a final report. This tool is designed primarily to gather feedback from direct reports and from board members.

Sample from a myBlueprint report:
ADVICE ON SEEKING FEEDBACK FROM FAMILIES:
When asking for feedback from families, there are a few considerations a board should keep in mind:

1. **Less is more:** While it can be tempting to ask families for input on a range of topics, a parent/family member is more likely to respond to a survey with fewer questions. You can find a set of sample questions below to use as a starting point.
   a. **Note:** the board should ask the Head of School what data is already being collected from families and utilize that information (in the aggregate) where possible, rather than collecting new data. If a family survey already exists, the board could consider adding a question or two to the existing survey rather than sending out another survey, which lowers response rate on both. See below for more information on the sample questions.

2. **Accessibility matters:** A board should consider the community when designing the survey, particularly in regards to a few key areas.
   a. **Language:** Do you have a high percentage of families who speak a language other than English? Boards should ensure that surveys are accessible to as many families as possible, and should use translation services when needed. Many schools utilize translation services in some capacity, and boards should work with their Head of School to determine if those services can be utilized for the purposes of survey translation.
   b. **Technology:** Many survey platforms are accessible by phone, but still require an email address to access the link itself. If possible, boards should work with their Head of School to determine how they can share information about the survey in other creative ways (e.g. providing the link on handouts that are sent home with students, giving access to a tablet during drop-off/pick-up, etc.)

3. **Tie to re-enrollment:** This survey is an opportune time for a board to gather feedback from families about the extent to which they are planning to stay at the school or leave at the end of the year. A final question that asks “How likely are you to re-enroll your child(ren) at this school next year, and why?” will allow a board to assess the extent to which families are satisfied with their overall experience.

SAMPLE 360 FEEDBACK QUESTIONS FOR FAMILIES:
The following are a set of sample questions that can be included in 360 surveys for families.
This list is not exhaustive and should be viewed as a starting point.
1. How satisfied are you with the education your child(ren) are receiving at this school? (1 - 5 scale with 5 as highly satisfied)
2. How satisfied are you with the leadership of <INSERT HEAD OF SCHOOL> (1 - 5 scale with 5 as highly satisfied)
3. What do you appreciate most about <INSERT HEAD OF SCHOOL>’s leadership? (open-ended response)
4. What suggestions would you give to <INSERT HEAD OF SCHOOL> for improving their leadership? (open-ended response)
5. What do you enjoy most about being part of this school community? (open-ended response)
6. What do you enjoy least about being part of this school community? (open-ended response)
7. How likely are you to re-enroll your child(ren) at this school next year? (1 - 5 scale with 5 as highly likely)
ADVICE ON SEEKING FEEDBACK FROM STAFF:

When asking for feedback from staff, there are a few considerations a board should keep in mind:

1. **Less is more:** While it can be tempting to ask staff for additional input on a range of topics, staff members likely already fill out several surveys over the course of the school year. The board should ask the Head of School what feedback is already collected from staff members, and determine if additional surveying is necessary. Rather than add another survey, the board should consider adding a small set of questions to an existing survey. You can find a set of sample questions below to use as a starting point.

2. **Alignment with Head of School on who is asked:** The board should discuss the topic of who will be asked to provide feedback with the Head of School in the goal-setting conversation, so that there is full alignment between both parties in understanding whether the full staff will be asked or only a subset of staff members (e.g., a leadership team). This should be aligned with the culture of the school, the size of the school, and the extent to which existing surveys already collect staff feedback.

SAMPLE 360 FEEDBACK QUESTIONS FOR STAFF:

The following are a set of sample questions that can be included in 360 surveys for staff. This list is not exhaustive and should be viewed as a starting point. If an organization already utilizes staff surveys (such as Insight), the board should consider adding to existing surveys rather than creating their own.

**Competency Questions**

Competency questions should be front and center in the staff evaluation and should align with the competencies set by the board and the Head of School in the original goal-setting conversation. The structure of these questions can look like the following:

1. Please rate the `<INSERT HEAD OF SCHOOL>` on the following competencies, according to the following scale (4=fully demonstrates, 3=demonstrates, 2=partially demonstrates, 1=does not demonstrate)
   a. **Advancement of a Culture Focused on Academics and Equity:** Promotes educational equity as a guiding principle across school network, and ensures it is reflected in curriculum, instruction, and program offerings
   b. **Cultural Competence:** Creates an organizational culture that embraces the importance of seeking and listening to diverse perspectives, both within and outside of the organization

**General Questions**

2. What are the top 1-2 strengths of `<INSERT HEAD OF SCHOOL>`? (open-ended response)
3. What are the top 1-2 growth areas of `<INSERT HEAD OF SCHOOL>` that could improve their leadership? (open-ended response)
4. How likely are you to return as a staff member next year? (1 - 5 scale with 5 as highly likely).
   a. If rated 1, 2 or 3: What are the primary reasons you would consider leaving your position? (Open-ended or a subset of options that allow for the board to assess whether it’s a preventable vs. unpreventable reason)

**School Culture and Satisfaction Questions**

Most schools utilize a culture survey tool to assess teach and staff satisfaction, such as TNTP’s Insight tool. Boards should work with the Head of School to utilize data from the existing survey rather than duplicate efforts. It is critical that the board understands staff perception when assessing the Head of School’s performance. Thus, this data must be gathered and evaluated regularly. When reviewing the data, boards should disaggregate data by subgroups, such as race, ethnicity, gender, tenure, etc. to better understand whether gaps exist along lines of difference. For more information about assessing staff culture, please see the contact information for organizations at the end of this toolkit.
6 SAMPLE PROFESSIONAL DEVELOPMENT PLANS

The following are resources to utilize when developing a professional development plan in collaboration with the Head of School:

- Creating a Strong Professional Development Plan: A “How To” Sample Script; Co-Creating a Strong Professional Development Plan
- A Guide To Job-Embedded Training
- Sample 70-20-10 Plan

Excerpt from EdFuel’s Guide to Job-Embedded Training
Many tools and guides to providing strong professional development already exist. One such tool is EdFuel’s Guide to Job-Embedded Training, which includes resources on how to have professional development conversations and sample tools that can be utilized. For more information, please see the resources listed above.

FREQUENTLY ASKED QUESTIONS

WHO IS RESPONSIBLE FOR EVALUATING THE HEAD OF SCHOOL?
Collectively, the entire board is responsible for evaluating the Head of School. One board member should be assigned the responsibility of coordinating the evaluation process. This could be the chair of a special Head of School Evaluation committee, the Governance Committee, or the Academic Performance Committee.

It is important that the designated board member not be the board chair. Having the board chair lead the evaluation puts too much power, and too much responsibility, in the hands of one board member, and limits the leader’s opportunities to build a close relationship and have avenues for candid conversation with more board members.

I’VE NEVER RUN A SCHOOL. WHAT IF WE DON’T KNOW THE HEAD OF SCHOOL OR UNDERSTAND THEIR JOB WELL ENOUGH TO EVALUATE THEM?
If a board member attends all board meetings, participates on committees, and develops a personal relationship with the Head of School, he or she will be able to participate fully in the performance evaluation process. That being said, some board members often can provide more extensive feedback on certain competencies or goals than on others. Board members who joined the board less than three months prior to the formal evaluation may be excused from the evaluation process.
HOW MUCH TIME SHOULD THE BOARD EXPECT TO SPEND ON THE HEAD OF SCHOOL'S EVALUATION?

Each board member should anticipate spending a minimum of four hours each year on the Head of School's evaluation:

- One hour for a mid-year evaluation meeting to discuss year-to-date progress on goals
- Two hours to complete an evaluation process, including reviewing data such as parent and staff surveys as well as student achievement data
- One and one-half hour for a year-end evaluation meeting in June
- Committee or task force members leading the process should anticipate spending an additional four hours spread throughout the year, with those additional hours dedicated toward developing or revising the evaluation tool, compiling and summarizing data, and meeting with the Head of School. While this work is ongoing, it is heavy in the late Spring (which may vary depending on departures from the recommended timeline.)

HOW DO COMPETENCIES RELATE TO THE HEAD OF SCHOOL'S JOB DESCRIPTION?

When developing the core competencies against which the Head of School will be evaluated, the board should refer to the Head of School's position description. Ultimately, the board wants to choose competencies that, if demonstrated consistently by the Head of School, would indicate that the Head of School is able to achieve the goals set out in the goal-setting conversation. The board should discuss with the Head of School whether the Head of School will be evaluated on the full set of competencies aligned to the job description, or if a subset of competencies will be chosen each year that directly relate to the selected goals.

WHAT IS A SMART GOAL?

A SMART goal is Specific, Measurable, Achievable, Relevant, and Time-specific. CBP offers a goal-setting tool.

HOW DOES A SMART GOAL DIFFER FROM A HEAD OF SCHOOL'S GENERAL RESPONSIBILITIES?

SMART goals should define special aims and targets within the scope of the Head of School’s and board’s responsibilities, but beyond everyday tasks.² For example, the Head of School is responsible for enrollment, and a job description might state that the Head of School is “responsible for ensuring that the school is fully enrolled.” However, an elementary school that is opening a middle school next year might create a SMART goal around the number of applications:

To ensure that the sixth grade class of 45 students is fully enrolled: by January 31, collect signed agreements from 100% of the 25 fifth grade parents to determine those that will remain for sixth grade, and by February 15, collect at least 70 applications from new, prospective sixth grade students.

² SMART goals should be grounded in the Head of School’s and board’s responsibilities, but should not just be a rehashing of the responsibilities. Another example: the board is responsible for passing the school budget, but doing so should not be a goal. Passing the annual budget is the board’s fiduciary obligation. It is an expected outcome (end result) but it does not count as a goal—i.e., something new to work toward.
WHY SHOULD THE HEAD OF SCHOOL’S SELF-ASSESSMENT BE INCLUDED IN THE EVALUATION PROCESS?
The Head of School should complete a self-assessment using the same tool the board will use to evaluate the Head of School. Boards should work to incorporate the Head of School’s reflections in the evaluation, either through quoting or paraphrasing, to ensure their perspectives are brought into the process.

WHAT NEEDS TO BE IN PLACE PRIOR TO CONDUCTING A PERFORMANCE EVALUATION?
- An up-to-date job description for the Head of School
- A performance evaluation tool that the board and the Head of School mutually agree is appropriate for the school
- Pre-established goals and competencies against which the Head of School will be evaluated

SHOULD PARENT AND STAFF FEEDBACK BE INCORPORATED INTO THE EVALUATION?
Yes. Board members need to understand what school staff and parents perceive with regard to Head of School performance. Boards should gather parent and staff feedback using structured, thoughtful, anonymous survey instruments. This feedback can inform and enrich the board’s perspective on the leader’s performance, with the understanding that executive leaders sometimes have to make decisions in the best interest of the school that upset some number of teachers and/or parents. A board member with experience in HR and performance evaluation can be extremely helpful in this regard.

HOW FREQUENTLY SHOULD WE DISCUSS PERFORMANCE WITH OUR HEAD OF SCHOOL?
The designated board member responsible for the leader evaluation should formally meet with the Head of School at least twice during the year, once for a mid-year check-in and once to conduct the formal review. In addition, the Head of School should provide regular—at least quarterly—updates to the full board on their progress towards goals.

HOW DO WE DELIVER CONSTRUCTIVE FEEDBACK TO THE HEAD OF SCHOOL?
Board members should be honest, transparent, and concrete in their feedback, keeping in mind it is the board’s role to both hold the Head of School accountable and provide support for success. The board has to develop a strong relationship with the Head of School, be clear about performance expectations, include the Head of School’s self-reflection in the evaluation process, and position the evaluation process as a performance management and professional development opportunity. Boards that take these key steps will find it easier to deliver constructive feedback that gives the leader the information and input she needs to grow, develop, and succeed.
The resources included in this toolkit are meant to provide a starting point for boards and should be adapted to best fit the needs of the Head of School and the organization. For more support, we suggest reaching out to any of the following organizations:

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>MISSION</th>
<th>WEBSITE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education Board Partners (formally Charter Board Partners)</td>
<td>To help ensure that every charter and autonomous school has an effective, strategic, diverse board that exercises strong oversight and works collaboratively with school leadership to ensure that all students achieve at high levels.</td>
<td><a href="http://www.edboards.org">www.edboards.org</a></td>
</tr>
<tr>
<td>EdFuel</td>
<td>To empower education organizations to effectively recruit and retain diverse and high-quality staff through comprehensive and equitable talent management systems.</td>
<td><a href="http://www.edfuel.org">www.edfuel.org</a></td>
</tr>
<tr>
<td>School Leader Lab</td>
<td>To grow and sustain high-quality schools by developing one of their greatest assets: leaders.</td>
<td><a href="http://www.schoolleaderlab.org">www.schoolleaderlab.org</a></td>
</tr>
<tr>
<td>TNTP</td>
<td>To end the injustice of educational inequality by providing excellent teachers to the students who need them most and by advancing policies and practices that ensure effective teaching in every classroom.</td>
<td><a href="http://www.tntp.org">www.tntp.org</a></td>
</tr>
</tbody>
</table>
This document contains no modifications from Version 2.0. It is labeled Version 3.0 to maintain labeling consistency across materials.
## DOMAIN 1: PURPOSEFUL PLANNING
Teachers use Indiana content area standards to develop a rigorous curriculum relevant for all students: building meaningful units of study, continuous assessments and a system for tracking student progress as well as plans for accommodations and changes in response to a lack of student progress.

<table>
<thead>
<tr>
<th>Competencies</th>
<th>Highly Effective (4)</th>
<th>Effective (3)</th>
<th>Improvement Necessary (2)</th>
<th>Ineffective (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1 Utilize Assessment Data to Plan</strong></td>
<td>At Level 4, a teacher fulfills the criteria for Level 3 and additionally: - Incorporates differentiated instructional strategies in planning to reach every student at his/her level of understanding</td>
<td>Teacher uses prior assessment data to formulate: - Achievement goals, unit plans, AND lesson plans</td>
<td>Teacher uses prior assessment data to formulate: - Achievement goals, unit plans, OR lesson plans, but not all of the above</td>
<td>Teacher rarely or never uses prior assessment data when planning.</td>
</tr>
<tr>
<td><strong>1.2 Set Ambitious and Measurable Achievement Goals</strong></td>
<td>At Level 4, a teacher fulfills the criteria for Level 3 and additionally: - Plans an ambitious annual student achievement goal</td>
<td>Teacher develops an annual student achievement goal that is: - Measurable; - Aligned to content standards; AND - Includes benchmarks to help monitor learning and inform interventions throughout the year</td>
<td>Teacher develops an annual student achievement goal that is: - Measurable The goal may not: - Align to content standards; OR - Include benchmarks to help monitor learning and inform interventions throughout the year</td>
<td>Teacher rarely or never develops achievement goals for the class OR goals are developed, but are extremely general and not helpful for planning purposes</td>
</tr>
<tr>
<td><strong>1.3 Develop Standards-Based Unit Plans and Assessments</strong></td>
<td>At Level 4, a teacher fulfills the criteria for Level 3 and additionally: - Creates well-designed unit assessments that align with an end of year summative assessment (either state, district, or teacher created) - Anticipates student reaction to content; allocation of time per unit is flexible and/or reflects level of difficulty of each unit</td>
<td>Based on achievement goals, teacher plans units by: - Identifying content standards that students will master in each unit -Creating assessments before each unit begins for backwards planning - Allocating an instructionally appropriate amount of time for each unit</td>
<td>Based on achievement goals, teacher plans units by: - Identifying content standards that students will master in each unit Teacher may not: -Create assessments before each unit begins for backwards planning - Allocate an instructionally appropriate amount of time for each unit</td>
<td>Teacher rarely or never plans units by identifying content standards that students will master in each unit OR there is little to no evidence that teacher plans units at all.</td>
</tr>
</tbody>
</table>
| 1.4 Create Objective-Driven Lesson Plans and Assessments | At Level 4, a teacher fulfills the criteria for Level 3 and additionally:
- Plans for a variety of differentiated instructional strategies, anticipating where these will be needed to enhance instruction
- Incorporates a variety of informal assessments/checks for understanding as well as summative assessments where necessary and uses all assessments to directly inform instruction | Based on unit plan, teacher plans daily lessons by:
- Identifying lesson objectives that are aligned to state content standards.
- Matching instructional strategies as well as meaningful and relevant activities/assignments to the lesson objectives
- Designing formative assessments that measure progress towards mastery and inform instruction | Based on unit plan, teacher plans daily lessons by:
- Identifying lesson objectives that are aligned to state content standards
- Matching instructional strategies and activities/assignments to the lesson objectives.

**Teacher may not:**
- Design assignments that are meaningful or relevant
- Plan formative assessments to measure progress towards mastery or inform instruction.

Teacher rarely or never plans daily lessons OR daily lessons are planned, but are thrown together at the last minute, thus lacking meaningful objectives, instructional strategies, or assignments. |

| 1.5 Track Student Data and Analyze Progress | At Level 4, a teacher fulfills the criteria for Level 3 and additionally:
- Uses daily checks for understanding for additional data points
- Updates tracking system daily
- Uses data analysis of student progress to drive lesson planning for the following day | Teacher uses an effective data tracking system for:
- Recording student assessment/progress data
- Analyzing student progress towards mastery and planning future lessons/units accordingly
- Maintaining a grading system aligned to student learning goals | Teacher uses an effective data tracking system for:
- Recording student assessment/progress data
- Maintaining a grading system

**Teacher may not:**
- Use data to analyze student progress towards mastery or to plan future lessons/units
- Have grading system that appropriately aligns with student learning goals

Teacher rarely or never uses a data tracking system to record student assessment/progress data and/or has no discernable grading system |
**DOMAIN 2: EFFECTIVE INSTRUCTION**

Teachers facilitate student academic practice so that all students are participating and have the opportunity to gain mastery of the objectives in a classroom environment that fosters a climate of urgency and expectation around achievement, excellence and respect.

<table>
<thead>
<tr>
<th>Competency</th>
<th>Highly Effective (4)</th>
<th>Effective (3)</th>
<th>Improvement Necessary (2)</th>
<th>Ineffective (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Competency 2.1:</strong> Develop student understanding and mastery of lesson objectives</td>
<td>Teacher is highly effective at developing student understanding and mastery of lesson objectives</td>
<td>Teacher is effective at developing student understanding and mastery of lesson objectives</td>
<td>Teacher needs improvement at developing student understanding and mastery of lesson objectives</td>
<td>Teacher is ineffective at developing student understanding and mastery of lesson objectives</td>
</tr>
</tbody>
</table>

- **For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:**
  - Students can explain what they are learning and why it is important, beyond repeating the stated objective
  - Teacher effectively engages prior knowledge of students in connecting to lesson. Students demonstrate through work or comments that they understand this connection
  - Lesson objective is specific, measurable, and aligned to standards. It conveys what students are learning and what they will be able to do by the end of the lesson
  - Objective is written in a student-friendly manner and/or explained to students in easy-to-understand terms
  - Importance of the objective is explained so that students understand why they are learning what they are learning
  - Lesson builds on students’ prior knowledge of key concepts and skills and makes this connection evident to students
  - Lesson is well-organized to move students towards mastery of the objective

- **For Level 3 evidence is observed during the year:**
  - Lesson generally does not build on prior knowledge of students or students fail to make this connection
  - Lesson is disorganized and does not lead to mastery of objective

- **For Level 2, evidence is observed within the lesson:**
  - Lesson generally does not build on prior knowledge of students or students fail to make this connection
  - Lesson is disorganized and does not lead to mastery of objective

- **For Level 1, evidence is observed:**
  - Lesson general does not build on prior knowledge of students or students fail to make this connection
  - Lesson is disorganized and does not lead to mastery of objective

**Notes:**
1. One way in which an observer could effectively gather information to score this standard is through brief conversations with students (when appropriate).
2. In some situations, it may not be appropriate to state the objective for the lesson (multiple objectives for various “centers”, early-childhood inquiry-based lesson, etc). In these situations, the observer should assess whether or not students are engaged in activities that will lead them towards mastery of an objective, even if it is not stated.
| Competency | Highly Effective (4) | Effective (3) | Improvement Necessary (2) | Ineffective (1) |
|------------|----------------------|---------------|---------------------------|-----------------
| Demonstrated and Clearly Communicate Content Knowledge to Students | Teacher is highly effective at demonstrating and clearly communicating content knowledge to students | Teacher is effective at demonstrating and clearly communicating content knowledge to students | Teacher needs improvement at demonstrating and clearly communicating content knowledge to students | Teacher is ineffective at demonstrating and clearly communicating content knowledge to students |
| For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following: | | | | |
| - Teacher fully explains concepts in as direct and efficient a manner as possible, while still achieving student understanding | - Teacher demonstrates content knowledge and delivers content that is factually correct | - Teacher delivers content that is factually correct | - Teacher may deliver content that is factually incorrect |
| - Teacher effectively connects content to other content areas, students' experiences and interests, or current events in order to make content relevant and build interest | - Content is clear, concise and well-organized | - Content occasionally lacks clarity and is not as well organized as it could be | - Explanations may be unclear or incoherent and fail to build student understanding of key concepts |
| - Explanations spark student excitement and interest in the content | - Teacher restates and rephrases instruction in multiple ways to increase understanding | - Teacher may fail to restate or rephrase instruction in multiple ways to increase understanding | - Teacher continues with planned instruction, even when it is obvious that students are not understanding content |
| - Students participate in each others' learning of content through collaboration during the lesson | - Teacher emphasizes key points or main ideas in content | - Teacher does not adequately emphasize main ideas, and students are sometimes confused about key takeaways | - Teacher does not emphasize main ideas, and students are often confused about content |
| - Students ask higher-order questions and make connections independently, demonstrating that they understand the content at a higher level | - Teacher uses developmentally appropriate language and explanations | - Explanations sometimes lack developmentally appropriate language | - Teacher fails to use developmentally appropriate language |
| Notes: | - Teacher implements relevant instructional strategies learned via professional development | - Teacher does not always implement new and improved instructional strategies learned via professional development | - Teacher does not implement new and improved instructional strategies learned via professional development |

1. Content may be communicated by either direct instruction or guided inquiry depending on the context of the classroom or lesson.
2. If the teacher presents information with any mistake that would leave students with a significant misunderstanding at the end of the lesson, the teacher should be scored a Level 1 for this competency.
3. Instructional strategies learned via professional development may include information learned during instructional coaching sessions as well as mandatory or optional school or district-wide PD sessions.
<table>
<thead>
<tr>
<th>Competency</th>
<th>Highly Effective (4)</th>
<th>Effective (3)</th>
<th>Improvement Necessary (2)</th>
<th>Ineffective (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competency 2.3: Engage students in academic content</td>
<td>Teacher is highly effective at engaging students in academic content</td>
<td>Teacher is effective at engaging students in academic content</td>
<td>Teacher needs improvement at engaging students in academic content</td>
<td>Teacher is ineffective at engaging students in academic content</td>
</tr>
<tr>
<td></td>
<td>For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Teacher provides ways to engage with content that significantly promotes student mastery of the objective</td>
<td>- Teacher provides ways to engage with content that significantly promotes student mastery of the objective</td>
<td>- Fewer than 3/4 of students are engaged in content and many are off-task</td>
<td>- Fewer than 1/2 of students are engaged in content and many are off-task</td>
</tr>
<tr>
<td></td>
<td>- Teacher provides differentiated ways of engaging with content specific to individual student needs</td>
<td>- Teacher may provide ways to engage with content OR teacher may provide multiple ways of engaging students that are not aligned to the lesson objective or mastery of content</td>
<td>- Teacher may not provide ways to engage with content OR teacher may provide ways of engaging students that are not aligned to the lesson objective or mastery of content</td>
<td>- Teacher may only provide one way of engaging with content OR teacher may provide multiple ways of engaging students that are not aligned to the lesson objective or mastery of content</td>
</tr>
<tr>
<td></td>
<td>- The lesson progresses at an appropriate pace so that students are never disengaged, and students who finish early have something else meaningful to do</td>
<td>- Teacher may miss opportunities to provide ways of differentiating content for student engagement</td>
<td>- Teacher does not differentiate instruction to target different learning modalities</td>
<td>- Teacher does not provide ways of differentiating content for student engagement</td>
</tr>
<tr>
<td></td>
<td>- Teacher effectively integrates technology as a tool to engage students in academic content</td>
<td>- Some students may not have the prerequisite skills necessary to fully engage in content and teacher’s attempt to modify instruction for these students is limited or not always effective</td>
<td>- Most students do not have the prerequisite skills necessary to fully engage in content and teacher makes no effort to adjust instruction for these students</td>
<td>- Most students do not have the prerequisite skills necessary to fully engage in content and teacher makes no effort to adjust instruction for these students</td>
</tr>
<tr>
<td></td>
<td>3/4 or more of students are actively engaged in content at all times and not off-task</td>
<td>- ELL and IEP students are sometimes given appropriate accommodations to be engaged in content</td>
<td>- ELL and IEP students are not provided with the necessary accommodations to engage in content</td>
<td>- ELL and IEP students are not provided with the necessary accommodations to engage in content</td>
</tr>
<tr>
<td></td>
<td>- Teacher provides multiple ways, as appropriate, of engaging with content, all aligned to the lesson objective</td>
<td>- Students work hard and are deeply active rather than passive/receptive (See Notes below for specific evidence of engagement)</td>
<td>- Students work hard and are deeply active rather than passive/receptive (See Notes below for specific evidence of engagement)</td>
<td>- Students do not actively engage and are overtly disinterested in engaging.</td>
</tr>
<tr>
<td></td>
<td>- Ways of engaging with content reflect different learning modalities or intelligences</td>
<td>- Some students may appear to actively listen, but when it comes time for participation are disinterested in engaging</td>
<td>- Fewer than 3/4 of students are engaged in content and many are off-task</td>
<td>- Fewer than 1/2 of students are engaged in content and many are off-task</td>
</tr>
<tr>
<td></td>
<td>- Teacher adjusts lesson accordingly to accommodate for student prerequisite skills and knowledge so that all students are engaged</td>
<td>- Teacher adjusts lesson accordingly to accommodate for student prerequisite skills and knowledge so that all students are engaged</td>
<td>- Teacher adjusts lesson accordingly to accommodate for student prerequisite skills and knowledge so that all students are engaged</td>
<td>- Teacher adjusts lesson accordingly to accommodate for student prerequisite skills and knowledge so that all students are engaged</td>
</tr>
<tr>
<td></td>
<td>- ELL and IEP students have the appropriate accommodations to be engaged in content</td>
<td>- ELL and IEP students have the appropriate accommodations to be engaged in content</td>
<td>- ELL and IEP students have the appropriate accommodations to be engaged in content</td>
<td>- ELL and IEP students have the appropriate accommodations to be engaged in content</td>
</tr>
<tr>
<td></td>
<td>- Students work hard and are deeply active rather than passive/receptive (See Notes below for specific evidence of engagement)</td>
<td>- Students work hard and are deeply active rather than passive/receptive (See Notes below for specific evidence of engagement)</td>
<td>- Students work hard and are deeply active rather than passive/receptive (See Notes below for specific evidence of engagement)</td>
<td>- Students work hard and are deeply active rather than passive/receptive (See Notes below for specific evidence of engagement)</td>
</tr>
</tbody>
</table>

Notes:
1. The most important indicator of success here is that students are actively engaged in the content. For a teacher to receive credit for providing students a way of engaging with content, students must be engaged in that part of the lesson.
2. Some observable evidence of engagement may include (but is not limited to): (a) raising of hands to ask and answer questions as well as to share ideas; (b) active listening (not off-task) during lesson; or (c) active participation in hands-on tasks/activities.
3. Teachers may provide multiple ways of engaging with content via different learning modalities (auditory, visual, kinesthetic/tactile) or via multiple intelligences (spatial, linguistic, musical, interpersonal, logical-mathematical, etc.). It may also be effective to engage students via two or more strategies targeting the same modality.
<table>
<thead>
<tr>
<th>Competency</th>
<th>Highly Effective (4)</th>
<th>Effective (3)</th>
<th>Improvement Necessary (2)</th>
<th>Ineffective (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Competency 2.4:</strong> Check for Understanding</td>
<td>Teacher is highly effective at checking for understanding</td>
<td>Teacher is effective at checking for understanding</td>
<td>Teacher needs improvement at checking for understanding</td>
<td>Teacher is ineffective at checking for understanding</td>
</tr>
<tr>
<td>For Level 4: much of the Level 3 evidence is observed during the year, as well as some of the following:</td>
<td>Teacher checks for understanding at almost all key moments (when checking is necessary to inform instruction going forward)</td>
<td>Teacher sometimes checks for understanding of content, but misses several key moments</td>
<td>Teacher rarely or never checks for understanding of content, or misses nearly all key moments</td>
<td>Teacher does not check for understanding, or uses only one ineffective method repetitively to do so, thus rarely capturing an accurate &quot;pulse&quot; of the class’s understanding</td>
</tr>
<tr>
<td>- Teacher checks for understanding at higher levels by asking pertinent, scaffold questions that push thinking; accepts only high quality student responses (those that reveal understanding or lack thereof)</td>
<td>- Teacher uses a variety of methods to check for understanding that are successful in capturing an accurate “pulse” of the class’s understanding</td>
<td>- Teacher may use more than one type of check for understanding, but is often unsuccessful in capturing an accurate “pulse” of the class’s understanding</td>
<td>- Teacher frequently moves on with content before students have a chance to respond to questions or frequently gives students the answer rather than helping them think through the answer.</td>
<td></td>
</tr>
<tr>
<td>- Teacher uses open-ended questions to surface common misunderstandings and assess student mastery of material at a range of both lower and higher-order thinking</td>
<td>- Teacher uses wait time effectively both after posing a question and before helping students think through a response</td>
<td>- Teacher may not provide enough wait time after posing a question for students to think and respond before helping with an answer or moving forward with content</td>
<td>- Teacher frequently allows students to &quot;opt-out&quot; of checks for understanding and does not cycle back to these students</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Teacher doesn't allow students to &quot;opt-out&quot; of checks for understanding and cycles back to these students</td>
<td>- Teacher sometimes allows students to &quot;opt-out&quot; of checks for understanding without cycling back to these students</td>
<td>- Teacher rarely or never assesses for mastery at the end of the lesson</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Teacher systematically assesses every student's mastery of the objective(s) at the end of each lesson through formal or informal assessments (see note for examples)</td>
<td>- Teacher may occasionally assess student mastery at the end of the lesson through formal or informal assessments.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. Examples of times when checking for understanding may be useful are: before moving on to the next step of the lesson, or partway through independent practice.
2. Examples of how the teacher may assess student understanding and mastery of objectives:
   - Checks for Understanding: thumbs up/down, cold-calling
   - Do Nows, Turn and Talk/ Pair Share, Guided or Independent Practice, Exit Slips
<table>
<thead>
<tr>
<th>Competency</th>
<th>Highly Effective (4)</th>
<th>Effective (3)</th>
<th>Improvement Necessary (2)</th>
<th>Ineffective (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competency 2.5: Modify Instruction As Needed</td>
<td>Teacher is highly effective at modifying instruction as needed</td>
<td>Teacher is effective at modifying instruction as needed</td>
<td>Teacher needs improvement at modifying instruction as needed</td>
<td>Teacher is ineffective at modifying instruction as needed</td>
</tr>
<tr>
<td>For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:</td>
<td>- Teacher makes adjustments to instruction based on checks for understanding that lead to increased understanding for most students</td>
<td>- Teacher may attempt to make adjustments to instruction based on checks for understanding, but these attempts may be misguided and may not increase understanding for all students</td>
<td>- Teacher rarely or never attempts to adjust instruction based on checks for understanding, and any attempts at doing so frequently fail to increase understanding for students</td>
<td>- Teacher only responds to misunderstandings by using teacher-driven scaffolding techniques</td>
</tr>
<tr>
<td>- Teacher anticipates student misunderstandings and preemptively addresses them</td>
<td>- Teacher responds to misunderstandings with effective scaffolding techniques</td>
<td>- Teacher may primarily respond to misunderstandings by using teacher-driven scaffolding techniques (for example, re-explaining a concept), when student-driven techniques could have been more effective</td>
<td>- Teacher repeatedly uses the same technique to respond to misunderstandings, even when it is not succeeding</td>
<td></td>
</tr>
<tr>
<td>- Teacher is able to modify instruction to respond to misunderstandings without taking away from the flow of the lesson or losing engagement</td>
<td>- Teacher doesn’t give up, but continues to try to address misunderstanding with different techniques if the first try is not successful</td>
<td>- Teacher may persist in using a particular technique for responding to a misunderstanding, even when it is not succeeding</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. In order to be effective at this competency, a teacher must have at least scored a 3 on competency 2.4 - in order to modify instruction as needed, one must first know how to check for understanding.
2. A teacher can respond to misunderstandings using “scaffolding” techniques such as: activating background knowledge, asking leading questions, breaking the task into small parts, using mnemonic devices or analogies, using manipulatives or hands-on models, using “think alouds”, providing visual cues, etc.
<table>
<thead>
<tr>
<th>Competency</th>
<th>Highly Effective (4)</th>
<th>Effective (3)</th>
<th>Improvement Necessary (2)</th>
<th>Ineffective (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competency 2.6: Develop Higher Level of Understanding through Rigorous Instruction and Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher is highly effective at developing a higher level of understanding through rigorous instruction and work</td>
<td>Teacher is effective at developing a higher level of understanding through rigorous instruction and work</td>
<td>Teacher needs improvement at developing a higher level of understanding through rigorous instruction and work</td>
<td>Teacher is ineffective at developing a higher level of understanding through rigorous instruction and work</td>
<td></td>
</tr>
<tr>
<td>For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Lesson is accessible and challenging to all students</td>
<td>- Teacher frequently develops higher-level understanding through effective questioning</td>
<td>- Lesson is not always accessible or challenging for students</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Students are able to answer higher-level questions with meaningful responses</td>
<td>- Lesson pushes almost all students forward due to differentiation of instruction based on each student’s level of understanding</td>
<td>- Some questions used may not be effective in developing higher-level understanding (too complex or confusing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Students pose higher-level questions to the teacher and to each other</td>
<td>- Students have opportunities to meaningfully practice, apply, and demonstrate that they are learning</td>
<td>- Lesson pushes some students forward, but misses other students due to lack of differentiation based on students’ level of understanding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Teacher highlights examples of recent student work that meets high expectations; Insists and motivates students to do it again if not great</td>
<td>- Teacher shows patience and helps students to work hard toward mastering the objective and to persist even when faced with difficult tasks</td>
<td>- While students may have some opportunity to meaningfully practice and apply concepts, instruction is more teacher-directed than appropriate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Teacher encourages students’ interest in learning by providing students with additional opportunities to apply and build skills beyond expected lesson elements (e.g. extra credit or enrichment assignments)</td>
<td>- Teacher encourages students to work hard, but may not persist in efforts to have students keep trying</td>
<td>- Teacher may encourage students to work hard, but may not differentiate instruction based on students’ level of understanding.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notes:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Examples of types of questions that can develop higher-level understanding:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Activating higher levels of inquiry on Bloom’s taxonomy (using words such as “analyze”, “classify”, “compare”, “decide”, “evaluate”, “explain”, or “represent”)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Asking students to explain their reasoning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Asking students to explain why they are learning something or to summarize the main idea</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Asking students to apply a new skill or concept in a different context</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Posing a question that increases the rigor of the lesson content</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Prompting students to make connections to previous material or prior knowledge</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Higher-level questioning should result in higher-level student understanding. If it does not, credit should not be given.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Challenging tasks rather than questions may be used to create a higher-level of understanding, and if successful, should be credited in this competency</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. The frequency with which a teacher should use questions to develop higher-level understanding will vary depending on the topic and type of lesson.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Competency 2.7: Maximize Instructional Time</td>
<td>Highly Effective (4)</td>
<td>Effective (3)</td>
<td>Improvement Necessary (2)</td>
<td>Ineffective (1)</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>----------------------</td>
<td>--------------</td>
<td>--------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Teacher is highly effective at maximizing instructional time</td>
<td>Teacher is effective at maximizing instructional time</td>
<td>Teacher needs improvement at maximizing instructional time</td>
<td>Teacher is ineffective at maximizing instructional time</td>
<td></td>
</tr>
<tr>
<td>For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:</td>
<td>- Students arrive on-time and are aware of the consequences of arriving late (unexcused)</td>
<td>- Some students consistently arrive late (unexcused) for class without consequences</td>
<td>- Students may frequently arrive late (unexcused) for class without consequences</td>
<td></td>
</tr>
<tr>
<td>- Routines, transitions, and procedures are well-executed. Students know what they are supposed to be doing and when without prompting from the teacher</td>
<td>- Class starts on-time</td>
<td>- Class may consistently start a few minutes late</td>
<td>- Teacher may frequently start class late.</td>
<td></td>
</tr>
<tr>
<td>- Students are always engaged in meaningful work while waiting for the teacher (for example, during attendance)</td>
<td>- Routines, transitions, and procedures are well-executed. Students know what they are supposed to be doing and when with minimal prompting from the teacher</td>
<td>- Routines, transitions, and procedures are in place, but require significant teacher direction or prompting to be followed</td>
<td>- There are few or no evident routines or procedures in place. Students are unclear about what they should be doing and require significant direction from the teacher at all times</td>
<td></td>
</tr>
<tr>
<td>- Students share responsibility for operations and routines and work well together to accomplish these tasks</td>
<td>- Students are only ever not engaged in meaningful work for brief periods of time (for example, during attendance)</td>
<td>- There is more than a brief period of time when students are left without meaningful work to keep them engaged</td>
<td>- There are significant periods of time in which students are not engaged in meaningful work</td>
<td></td>
</tr>
<tr>
<td>- All students are on-task and follow instructions of teacher without much prompting</td>
<td>- Teacher delegates time between parts of the lesson appropriately so as best to lead students towards mastery of objective</td>
<td>- Teacher may delegate lesson time inappropriately between parts of the lesson</td>
<td>- Teacher wastes significant time between parts of the lesson due to classroom management.</td>
<td></td>
</tr>
<tr>
<td>- Disruptive behaviors and off-task conversations are rare; When they occur, they are always addressed without major interruption to the lesson</td>
<td>- Almost all students are on-task and follow instructions of teacher without much prompting</td>
<td>- Significant prompting from the teacher is necessary for students to follow instructions and remain on-task</td>
<td>- Even with significant prompting, students frequently do not follow directions and are off-task</td>
<td></td>
</tr>
<tr>
<td>Notes:</td>
<td>- Disruptive behaviors and off-task conversations are rare; When they occur, they are always addressed without major interruption to the lesson.</td>
<td>- Disruptive behaviors and off-task conversations sometimes occur; they may not be addressed in the most effective manner and teacher may have to stop the lesson frequently to address the problem.</td>
<td>- Disruptive behaviors and off-task conversations are common and frequently cause the teacher to have to make adjustments to the lesson.</td>
<td></td>
</tr>
<tr>
<td>1. The overall indicator of success here is that operationally, the classroom runs smoothly so that time can be spent on valuable instruction rather than logistics and discipline.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. It should be understood that a teacher can have disruptive students no matter how effective he/she may be. However, an effective teacher should be able to minimize disruptions amongst these students and when they do occur, handle them without detriment to the learning of other students.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Competency</td>
<td>Highly Effective (4)</td>
<td>Effective (3)</td>
<td>Improvement Necessary (2)</td>
<td>Ineffective (1)</td>
</tr>
<tr>
<td>------------</td>
<td>----------------------</td>
<td>---------------</td>
<td>---------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>Competency 2.8:</strong> Create Classroom Culture of Respect and Collaboration</td>
<td>Teacher is highly effective at creating a classroom culture of respect and collaboration</td>
<td>Teacher is effective at creating a classroom culture of respect and collaboration</td>
<td>Teacher needs improvement at creating a classroom culture of respect and collaboration</td>
<td>Teacher is ineffective at creating a classroom culture of respect and collaboration</td>
</tr>
<tr>
<td>For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:</td>
<td>- Students are respectful of their teacher and peers</td>
<td>- Students are generally respectful of their teacher and peers, but may occasionally act out or need to be reminded of classroom norms</td>
<td>- Students are frequently disrespectful of teacher or peers as evidenced by discouraging remarks or disruptive behavior</td>
<td></td>
</tr>
<tr>
<td>- Students are invested in the academic success of their peers as evidenced by unprompted collaboration and assistance</td>
<td>- Students are given opportunities to collaborate and support each other in the learning process</td>
<td>- Students are given opportunities to collaborate, but may not always be supportive of each other or may need significant assistance from the teacher to work together</td>
<td>- Students are not given many opportunities to collaborate OR during these times do not work well together even with teacher intervention</td>
<td></td>
</tr>
<tr>
<td>- Students reinforce positive character and behavior and discourage negative behavior amongst themselves</td>
<td>- Teacher reinforces positive character and behavior and uses consequences appropriately to discourage negative behavior</td>
<td>- Teacher may praise positive behavior OR enforce consequences for negative behavior, but not both</td>
<td>- Teacher rarely or never praises positive behavior</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Teacher has a good rapport with students, and shows genuine interest in their thoughts and opinions</td>
<td>- Teacher may focus on the behavior of a few students, while ignoring the behavior (positive or negative) of others</td>
<td>- Teacher rarely or never addresses negative behavior</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. If there is one or more instances of disrespect by the teacher toward students, the teacher should be scored a Level 1 for this standard.
2. Elementary school teachers more frequently will, and are sometimes required to have, expectations, rewards, and consequences posted visibly in the classroom. Whether or not these are visibly posted, it should be evident within the culture of the classroom that students understand and abide by a set of established expectations and are aware of the rewards and consequences of their actions.
<table>
<thead>
<tr>
<th>Competency</th>
<th>Highly Effective (4)</th>
<th>Effective (3)</th>
<th>Improvement Necessary (2)</th>
<th>Ineffective (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Competency 2.9: Set High Expectations for Academic Success</td>
<td>- Teacher is highly effective at setting high expectations for academic success.</td>
<td>- Teacher is effective at setting high expectations for academic success.</td>
<td>- Teacher needs improvement at setting high expectations for academic success.</td>
<td>- Teacher is ineffective at setting high expectations for student success.</td>
</tr>
<tr>
<td>For Level 4, much of the Level 3 evidence is observed during the year, as well as some of the following:</td>
<td>- Teacher sets high expectations for students of all levels</td>
<td>- Teacher may set high expectations for some, but not others</td>
<td>- Teacher rarely or never sets high expectations for students</td>
<td>- Students may demonstrate disinterest or lack of investment in their work. For example, students might be unfocused, off-task, or refuse to attempt assignments</td>
</tr>
<tr>
<td>- Students participate in forming academic goals for themselves and analyzing their progress</td>
<td>- Students are invested in their work and value academic success as evidenced by their effort and quality of their work</td>
<td>- Students are generally invested in their work, but may occasionally spend time off-task or give up when work is challenging</td>
<td>- Students are generally afraid to take on challenges and risk failure due to frequently discouraging comments from the teacher or peers</td>
<td>- Students are generally afraid to take on challenges and risk failure due to frequently discouraging comments from the teacher or peers</td>
</tr>
<tr>
<td>- Students demonstrate high academic expectations for themselves</td>
<td>- The classroom is a safe place to take on challenges and risk failure (students do not feel shy about asking questions or bad about answering incorrectly)</td>
<td>- Some students may be afraid to take on challenges and risk failure (hesitant to ask for help when needed or give-up easily)</td>
<td>- Teacher rarely or never praises academic work or good behavior</td>
<td>- Teacher rarely or never praises academic work or good behavior</td>
</tr>
<tr>
<td>- Student comments and actions demonstrate that they are excited about their work and understand why it is important</td>
<td>- Teacher celebrates and praises academic work.</td>
<td>- Teacher may praise the academic work of some, but not others</td>
<td>- High quality work is rarely or never displayed in the classroom</td>
<td>- High quality work is rarely or never displayed in the classroom</td>
</tr>
<tr>
<td></td>
<td>- High quality work of all students is displayed in the classroom</td>
<td>- High quality work of a few, but not all students, may be displayed in the classroom</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:
1. There are several ways for a teacher to demonstrate high expectations - through encouraging comments, higher-level questioning, appropriately rigorous assignments, expectations written and posted in the classroom, individual student work plans, etc.
**DOMAIN 3: Teacher Leadership**
Teachers develop and sustain the intense energy and leadership within their school community to ensure the achievement of all students.

<table>
<thead>
<tr>
<th>Competencies</th>
<th>Highly Effective (4)</th>
<th>Effective (3)</th>
<th>Improvement Necessary (2)</th>
<th>Ineffective (1)</th>
</tr>
</thead>
</table>
| **3.1 Contribute to School Culture** | At Level 4, a teacher fulfills the criteria for Level 3 and additionally may:  
- Seek out leadership roles  
- Go above and beyond in dedicating time for students and peers outside of class  
- Contribute ideas and expertise to further the schools' mission and initiatives  
- Dedicate time efficiently, when needed, to helping students and peers outside of class  
Teacher will:  
- Contribute ideas and expertise to further the schools' mission and initiatives  
- Dedicate time efficiently, when needed, to helping students and peers outside of class  
Teacher may not:  
- Frequently dedicates time to help students and peers outside of class  
Teacher will:  
- Contribute occasional ideas and expertise to further the schools' mission and initiatives  
Teacher may not:  
- Dedicate time efficiently, when needed, to helping students and peers outside of class  
Teacher rarely or never contributes ideas aimed at improving school efforts. Teacher dedicates little or no time outside of class towards helping students and peers. |
| **3.2 Collaborate with Peers**       | At Level 4, a teacher fulfills the criteria for Level 3 and additionally may:  
- Go above and beyond in seeking out opportunities to collaborate  
- Coach peers through difficult situations  
- Take on leadership roles within collaborative groups such as Professional Learning Communities  
Teacher will:  
- Seek out and participate in regular opportunities to work with and learn from others  
- Ask for assistance, when needed, and provide assistance to others in need  
Teacher will:  
- Participate in occasional opportunities to work with and learn from others  
Teacher may not:  
- Seek to provide other teachers with assistance when needed OR  
- Regularly seek out opportunities to work with others  
Teacher rarely or never participates in opportunities to work with others. Teacher works in isolation and is not a team player. |
| **3.3 Seek Professional Skills and Knowledge** | At Level 4, a teacher fulfills the criteria for Level 3 and additionally may:  
- Regularly share newly learned knowledge and practices with others  
- Seek out opportunities to lead professional development sessions  
Teacher will:  
- Actively pursue opportunities to improve knowledge and practice  
- Seek out ways to implement new practices into instruction, where applicable  
- Welcome constructive feedback to improve practices  
Teacher will:  
- Attend all mandatory professional development opportunities  
Teacher may not:  
- Actively pursue optional professional development opportunities  
- Seek out ways to implement new practices into instruction  
- Accept constructive feedback well  
Teacher rarely or never attends professional development opportunities. Teacher shows little or no interest in new ideas, programs, or classes to improve teaching and learning. |
| 3.4 Advocate for Student Success | At Level 4, a teacher fulfills the criteria for Level 3 and additionally may:  
- Display commitment to the education of all the students in the school  
- Make changes and take risks to ensure student success  
Teacher will:  
- Display commitment to the education of all his/her students  
- Attempt to remedy obstacles around student achievement  
- Advocate for students’ individualized needs  
Teacher will:  
- Display commitment to the education of all his/her students  
Teacher may not:  
- Advocate for students’ needs  
Teacher rarely or never displays commitment to the education of his/her students. Teacher accepts failure as par for the course and does not advocate for students’ needs. | 3.5 Engage Families in Student Learning | At Level 4, a teacher fulfills the criteria for Level 3 and additionally:  
- Strives to form relationships in which parents are given ample opportunity to participate in student learning  
- Is available to address concerns in a timely and positive manner, when necessary, outside of required outreach events  
Teacher will:  
- Proactively reach out to parents in a variety of ways to engage them in student learning  
- Respond promptly to contact from parents  
- Engage in all forms of parent outreach required by the school  
Teacher will:  
- Respond to contact from parents  
- Engage in all forms of parent outreach required by the school  
Teacher may not:  
- Proactively reach out to parents to engage them in student learning  
Teacher rarely or never reaches out to parents and/or frequently does not respond to contacts from parents. |
Core Professionalism Rubric

These indicators illustrate the minimum competencies expected in any profession. These are separate from the other sections in the rubric because they have little to do with teaching and learning and more to do with basic employment practice. Teachers are expected to meet these standards. If they do not, it will affect their overall rating negatively.

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Does Not Meet Standard</th>
<th>Meets Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Attendance</td>
<td>Individual demonstrates a pattern of unexcused absences *</td>
<td>Individual has not demonstrated a pattern of unexcused absences*</td>
</tr>
<tr>
<td>2 On-Time Arrival</td>
<td>Individual demonstrates a pattern of unexcused late arrivals (late arrivals that are in violation of procedures set forth by local school policy and by the relevant collective bargaining agreement)</td>
<td>Individual has not demonstrated a pattern of unexcused late arrivals (late arrivals that are in violation of procedures set forth by local school policy and by the relevant collective bargaining agreement)</td>
</tr>
<tr>
<td>3 Policies and Procedures</td>
<td>Individual demonstrates a pattern of failing to follow state, corporation, and school policies and procedures (e.g. procedures for submitting discipline referrals, policies for appropriate attire, etc)</td>
<td>Individual demonstrates a pattern of following state, corporation, and school policies and procedures (e.g. procedures for submitting discipline referrals, policies for appropriate attire, etc)</td>
</tr>
<tr>
<td>4 Respect</td>
<td>Individual demonstrates a pattern of failing to interact with students, colleagues, parents/guardians, and community members in a respectful manner</td>
<td>Individual demonstrates a pattern of interacting with students, colleagues, parents/guardians, and community members in a respectful manner</td>
</tr>
</tbody>
</table>

* It should be left to the discretion of the corporation to define "unexcused absence" in this context
When it is deemed necessary by the Head of School to Implement a Performance Improvement Action Plan the following steps should be taken:

(i) The Head of School should arrange to meet with the teacher – advising them that the purpose of the meeting is to discuss their performance and should be provided at least one day’s notice of the meeting.

(ii) The Head of School is to provide the teacher or staff member with a letter outlining the areas of concern. This will provide the teacher with the opportunity to respond to the issues raised at the upcoming meeting.

(iii) At the meeting, the Head of School should raise all areas of performance that have been identified as being unsatisfactory, provide specific examples of the teacher's performance that do not meet the required standards and describe the level of performance that is required.

(iv) The teacher must be provided with an opportunity to respond to the issues raised by the Head of School.

(v) After hearing the teacher’s response, the Head of School and the teacher should develop an action plan aimed specifically at the teacher achieving and demonstrating an acceptable standard of performance within a reasonable period (this should be no longer than 12 weeks). The action plan should include specific and detailed measures to support and counsel the teacher so as to assist them to reach the necessary standard within the timeframe agreed. This may include providing the teacher with a more experienced senior teacher to act as a mentor and role model, further training and coaching. The plan must also include monitoring mechanisms and an agreed time to meet again to discuss and appraise performance in the area/s of concern.

(vi) A full written record of the discussions and the action plan must be made by the Head of School. A copy of this should be provided to the teacher within one working day of the meeting having taken place. The teacher will be required to sign off on the action plan.

Disciplinary Action
If, after having implemented the action plan prepared during the counseling stage, the teacher fails to demonstrate the required level of performance within the agreed time period, the Head of School may consider it appropriate to take disciplinary action. Before doing so the Head of School should carefully consider if all other options have been exhausted and should ensure that the school has taken all reasonable steps to assist the teacher to attain the performance level required. In all instances where a decision is made to proceed with disciplinary action, the following steps should be followed:

(i) The Head of School should arrange to meet with the teacher – advising them the purpose of the meeting is to discuss their performance and that the meeting may result in disciplinary action being instigated and should be provided at least one day’s notice of the meeting.

(ii) At the meeting the Head of School should outline the area/s of performance that still remain or are of concern, again providing specific examples, and then review the support that has already been made available. The teacher is to be provided with an opportunity to respond.
(iii) If having heard the teacher’s response, the Head of School considers all reasonable steps have been taken to allow the teacher to improve their performance; a written warning or dismissal document is to be issued to the teacher. A copy of the written warning/dismissal document must be provided to the teacher and a copy must also be placed on their personal file.

(iv) In all instances, the Head of School is required to prepare a full written report including full details of the cause(s) for concern, together with full details of all actions/measures that the school has taken during the counseling and disciplinary action steps. A copy of this report is to be provided in person to the teacher at the same time it is being forwarded to the Governing Board. A third copy must be placed on the teacher’s personal file.
Attachment 21-
Facility Information
Attachment 22-
Start-Up Plan
<table>
<thead>
<tr>
<th>Category</th>
<th>Action Item</th>
<th>Acceptable Documentation</th>
<th>Notes</th>
<th>Person Assigned</th>
<th>Due Date</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Application Process</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Apply for Sales Tax Exemption</td>
<td>Submission confirmation</td>
<td>completed</td>
<td>CG</td>
<td>1/1/21</td>
<td>prior to project</td>
</tr>
<tr>
<td></td>
<td>District Relationships</td>
<td>Build relationships with your county and municipality</td>
<td>Letters of Support</td>
<td>AM, CG</td>
<td>1/1/21</td>
<td>1/1/21</td>
</tr>
<tr>
<td></td>
<td>Staffing/HR</td>
<td>Post, Recruit, Interview and Hire Principal / Director</td>
<td>Job description, contract</td>
<td>completed - Ashley Molynex (head of school)</td>
<td>CG</td>
<td>1/1/21</td>
</tr>
<tr>
<td></td>
<td>Community Engagement</td>
<td>Community Round-Table Discussion (Community Leaders and Educators): &quot;What do you think about the state of Education in the region and how can we improve it?&quot;</td>
<td>Notes, compiled trends from conversation</td>
<td>AM</td>
<td>1/30/21</td>
<td>1/1/21</td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Submit Letter of Interest to Ball State</td>
<td>Pdf of letter completed and invited to submit full proposal</td>
<td>AM</td>
<td>7/15/21</td>
<td>7/15/21</td>
</tr>
<tr>
<td></td>
<td>Fundraising</td>
<td>Create a planning year budget</td>
<td>Budget document</td>
<td>AM</td>
<td>12/1/21</td>
<td>10/1/21</td>
</tr>
<tr>
<td></td>
<td>Fundraising</td>
<td>Create a School Overview and Funding Proposal</td>
<td>Overview document</td>
<td>AM</td>
<td>12/1/21</td>
<td>10/1/21</td>
</tr>
<tr>
<td></td>
<td>Curriculum and Instruction</td>
<td>School educational philosophy and teaching model is finalized and incorporated into schedule, planning, curricular choices, everything!</td>
<td>Included in school proposal and grant materials.</td>
<td>AM, CG</td>
<td>1/1/22</td>
<td>11/30/21</td>
</tr>
<tr>
<td></td>
<td>Fundraising</td>
<td>Secure $25K in planning year support</td>
<td>Commitment form or check $15K-Irons Family Foundation, $10K Boling Family Foundation</td>
<td>AM</td>
<td>1/1/22</td>
<td>12/28/21</td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Collect Letters of Support</td>
<td>MOUS and Letters in progress, see list linked here.</td>
<td>CG, AM</td>
<td>1/25/22</td>
<td>1/28/22</td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Collect Resumes from Key Staff Members</td>
<td>Resumes in progress, see list...Ashley, Craig, Kurt, Dawn, Ashley, Tanner, Zak, Elizabeth Bond, Steph K., Board Members</td>
<td>CG</td>
<td>1/25/22</td>
<td>1/28/22</td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Collect Board Forms for Governing Board Members</td>
<td>Completed Board Forms for confirmed board members</td>
<td>CG</td>
<td>1/25/22</td>
<td>1/28/22</td>
</tr>
<tr>
<td></td>
<td>Community Engagement</td>
<td>Community Round-Table Discussion (Parents): &quot;If you could dream up the perfect school for your child, what would it be?&quot;</td>
<td>Notes, compiled trends from conversation</td>
<td>AM, CG, enFocus</td>
<td>1/25/22</td>
<td>1/22/22</td>
</tr>
<tr>
<td></td>
<td>Community Engagement</td>
<td>Community Round-Table Discussion (Students): &quot;What are your favorite parts of school? What do you wish was different?&quot;</td>
<td>Notes, compiled trends from conversation</td>
<td>AM, CG, enFocus</td>
<td>1/25/22</td>
<td>1/22/22</td>
</tr>
<tr>
<td></td>
<td>Community Engagement</td>
<td>Premier Arts Survey (1 for prospective parents, 1 for prospective students)</td>
<td>Compiled results</td>
<td>AM, CG, enFocus</td>
<td>1/25/22</td>
<td>1/22/22</td>
</tr>
<tr>
<td></td>
<td>Marketing &amp; Recruitment</td>
<td>Develop school message/image Logs, color &amp; design guidelines</td>
<td>we have initial concepts we are reviewing</td>
<td>CG, AM</td>
<td>1/30/22</td>
<td>1/22/22</td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Submit Full Proposal to Ball State</td>
<td>Pdf of full proposal in progress</td>
<td>AM, KW, DM, CG</td>
<td>2/1/22</td>
<td>2/1/22</td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Ensure Articles of Incorporation have been filed</td>
<td>Copy of Articles of Incorporation completed, need to be filed with application</td>
<td>CG</td>
<td>2/1/22</td>
<td>1/22/22</td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Apply for 501(c)(3) status Submission confirmation</td>
<td>completed, need to be filed with application</td>
<td>CG</td>
<td>2/1/22</td>
<td>1/22/22</td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Update &amp; Adopt corporate ByLaws Executed bylaws</td>
<td>in progress</td>
<td>CG</td>
<td>2/1/22</td>
<td>1/22/22</td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Prepare for Authorizer Interviews Notes</td>
<td>need to meet with accountants prior</td>
<td>AM, CG, KW</td>
<td>2/15/22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fundraising</td>
<td>Secure $50K in planning year support Commitment form or check</td>
<td>AM, CG</td>
<td></td>
<td>3/1/22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Prepare for Public Hearings Notes</td>
<td>gather vocal support</td>
<td>AM, CG, enFocus</td>
<td>3/10/22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Application Process</td>
<td>Complete negotiation on charter contract signed charter contract with Ball State</td>
<td>to be completed after school is authorized</td>
<td>AM, CG</td>
<td>4/15/22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Facilities, Fixtures &amp; Equipment</td>
<td>School location identified and facility secured and/or in development.</td>
<td>Copy of lease or deed with the physical address of the facility clearly indicated.</td>
<td>CG, AM, KW</td>
<td>6/1/22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Finance</td>
<td>Set Up Bank Account Bank Account information</td>
<td>CG, AM</td>
<td></td>
<td>6/1/22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fundraising</td>
<td>Secure $100K in planning year support Commitment form or check</td>
<td>AG, AM</td>
<td></td>
<td>6/1/22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fundraising</td>
<td>Apply for Quality Counts IDOE Implementation Grant Grant application and submission confirmation</td>
<td>AM, CG</td>
<td></td>
<td>7/30/22</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Action Item</td>
<td>Acceptable Documentation</td>
<td>Notes</td>
<td>Person Assigned</td>
<td>Due Date</td>
<td>Date Completed</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>-----------------</td>
<td>-----------</td>
<td>---------------</td>
</tr>
<tr>
<td>Fundraising</td>
<td>Secure $135K in planning year support</td>
<td>Commitment form or check</td>
<td></td>
<td>AM, CG</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Develop a marketing plan</td>
<td>Marketing plan &amp; calendar</td>
<td></td>
<td>AM, CG, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Develop Website</td>
<td>Website Link</td>
<td></td>
<td>AM, CG, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Develop Brochure</td>
<td>Pdf of Brochure</td>
<td></td>
<td>AM, CG, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Develop a system for organizing student applications</td>
<td>Description or link to software</td>
<td></td>
<td>KW</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Establish application “deadline” for the student lottery</td>
<td>Recruitment Calendar</td>
<td></td>
<td>AM, KW, TS</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Schedule and advertise Potential Student Open House and Information Nights</td>
<td>Recruitment calendar, advertisements, surveys/notes after open house</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Add school information to all Premier Arts Cast Meetings &quot;Captive Audience&quot;</td>
<td>Cast Meeting agenda</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>School advertisement in every Premier Arts program book</td>
<td>advertisement, program book</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>School photo collage playing before every Premier Arts production &quot;Captive Audience&quot;</td>
<td>photo collage</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Presentations to parents at our partner pre-school programs</td>
<td>recruitment calendar</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>School brochures and targeted lunchtime presentations to employees at local companies</td>
<td>recruitment calendar</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Create the Master Schedule</td>
<td>PDF of Master Schedule</td>
<td></td>
<td>AM, KW</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Develop Daily, Weekly, Yearly Schedules</td>
<td>PDFs of School Calendars</td>
<td></td>
<td>AM, KW</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Students and Parents</td>
<td>Host new student &amp; parent orientations</td>
<td>recruitment calendar, orientation agenda/plan</td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>8/1/22</td>
<td></td>
</tr>
<tr>
<td>Curriculum &amp; Instruction</td>
<td>School calendar and class schedules have been made available to every student and family</td>
<td>Evidence of distribution to family and students</td>
<td></td>
<td>AM</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Curriculum &amp; Instruction</td>
<td>Select samples of textbooks to review</td>
<td>Curriculum Review notes</td>
<td></td>
<td>AM</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Facilities, Fixtures &amp; Equipment</td>
<td>Determine best furniture for each space</td>
<td>furniture samples, quotes</td>
<td></td>
<td>AM, KW</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Facilities, Fixtures &amp; Equipment</td>
<td>Determine best teacher tech devices and student tech devices</td>
<td>quotes</td>
<td>We already have an established relationship with Apple</td>
<td>KW</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>Setup Accounting System and Chart of Accounts</td>
<td>Chart of Accounts</td>
<td>We already have an established relationship to the accounting firm, Kruggel Lawton. They have experience with Charter Schools and will help us with setting up the chart of accounts, budgeting, monthly accounting, and financial reports</td>
<td>Kruggel</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>Develop Accounting Processes and Protocols</td>
<td>Finance handbook</td>
<td>Kruggel will give us the language to put in our finance handbook for financial protocols</td>
<td>Kruggel</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>Update budget based on most accurate information (repeat as necessary)</td>
<td>Budget document</td>
<td>ongoing</td>
<td>AM, KG, Kruggel</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Governance and Management</td>
<td>Names of Board of Directors have been listed on school website.</td>
<td></td>
<td>• A link to school's webpage listing Board members.</td>
<td>AM</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Governance and Management</td>
<td>Leadership roles in the school have been filled.</td>
<td></td>
<td>• Updated organizational chart with names of individuals occupying key leadership roles, with a detailed description of the roles and responsibilities for each.</td>
<td>AM</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Governance and Management</td>
<td>Establish a Governing Board &amp; Calendar</td>
<td>Names, &amp; Calendar</td>
<td></td>
<td>CG, AM</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Action Item</td>
<td>Acceptable Documentation</td>
<td>Notes</td>
<td>Person Assigned</td>
<td>Due Date</td>
<td>Date Completed</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------</td>
<td>----------</td>
<td>---------------</td>
</tr>
<tr>
<td>Governance and Management</td>
<td>Board Member Training</td>
<td>Training manual, calendar</td>
<td>• Written assurance that updated school administration contact information has been provided to the IDEO: Charter School Specialist and Director of the Office of School Finance for IDEO; for communications related to PSPC grant reporting, per-pupil funding, state financial reporting (i.e., Form 9). • Written assurance that updated school administration contact information has been provided to IDEO for all other state reporting requirements to include Corporation Test Coordinator (CTC) for the Office of Student Assessment. • Written assurance that updated school administration contact information has been provided to and individual trained on other state agency reporting to include CHIRP and Medicaid Reimbursement.</td>
<td>AM, KW, DM</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Individual(s) have been assigned, and a system is in place for gathering and reporting information required by IDEO and other state agencies.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Create Technology Plan</td>
<td>Technology plan document</td>
<td></td>
<td>KW</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Inventory management system</td>
<td>link to system</td>
<td></td>
<td>KW</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Seek out and obtain Insurance Policies</td>
<td>Insurance quotes and contracts</td>
<td></td>
<td>KW</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Establish utilities</td>
<td>Utility contracts and bills</td>
<td></td>
<td>KW</td>
<td>1/1/23</td>
<td></td>
</tr>
<tr>
<td>Students and Parents</td>
<td>Procedures are in place for creating, storing, securing and using student academic, attendance, discipline, and test records.</td>
<td></td>
<td>• Evidence that a suitable electronic data system is in place (e.g., ProverSchool). • Evidence of locked and/or secured electronic storage.</td>
<td>AM, KW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Recruitment</td>
<td>Conduct Lottery</td>
<td>Lottery policies, live video of lottery</td>
<td>Only necessary if we have more student interest than spots available</td>
<td>KW, TS</td>
<td>1/30/23</td>
<td></td>
</tr>
<tr>
<td>Facilities, Fixtures &amp; Equipment</td>
<td>order furniture for each ed space</td>
<td>Purchase order</td>
<td></td>
<td>KW</td>
<td>2/1/23</td>
<td></td>
</tr>
<tr>
<td>Educational Leadership</td>
<td>Establish a Professional Development Calendar</td>
<td>Instructional Leadership Calendar</td>
<td></td>
<td>AM</td>
<td>3/1/23</td>
<td></td>
</tr>
<tr>
<td>Facilities, Fixtures &amp; Equipment</td>
<td>Order classroom technology</td>
<td>Purchase order</td>
<td></td>
<td>KW</td>
<td>3/1/23</td>
<td></td>
</tr>
<tr>
<td>Facilities, Fixtures &amp; Equipment</td>
<td>Order teacher &amp; Student devices</td>
<td>Purchase order</td>
<td></td>
<td>KW</td>
<td>3/1/23</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>Submit purchase orders to order instructional materials</td>
<td>Purchase orders</td>
<td></td>
<td>KW</td>
<td>3/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Arrangements have been made for food service.</td>
<td></td>
<td>• Food or vendor services contract compliant with IDEO: vendor selection and contracting requirements. • Appropriate state and local health department inspections and licenses.</td>
<td>KW</td>
<td></td>
<td>3/1/23</td>
</tr>
<tr>
<td>Operations</td>
<td>Appropriate provisions have been made for transportation in compliance with federal law, including homeless students and students whose IEP requires transportation as a related service.</td>
<td></td>
<td>• Transportation Plan. • Agreement with provider of supplemental transportation services.</td>
<td>KW</td>
<td></td>
<td>3/1/23</td>
</tr>
<tr>
<td>Operations</td>
<td>Develop Safety Plans and Emergency Procedures</td>
<td>PDF of manual (to be included in comprehensive policy manual)</td>
<td></td>
<td>KW</td>
<td>3/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Develop a list of needs / wants for each classroom</td>
<td>Lists</td>
<td></td>
<td>AM, KW</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Place orders for necessary items</td>
<td>Purchase orders</td>
<td></td>
<td>KW</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Staffing/HR</td>
<td>Establish Payroll Process</td>
<td>Finance handbook, Employee Handbook</td>
<td></td>
<td>AM</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Staffing/HR</td>
<td>Establish Hiring Process</td>
<td>HR Handbook</td>
<td></td>
<td>AM</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Staffing/HR</td>
<td>Establish employee benefits</td>
<td>HR Handbook</td>
<td></td>
<td>AM</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Action Item</td>
<td>Acceptable Documentation</td>
<td>Notes</td>
<td>Person Assigned</td>
<td>Due Date</td>
<td>Date Completed</td>
</tr>
<tr>
<td>-----------------------</td>
<td>----------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------</td>
<td>-----------------</td>
<td>----------</td>
<td>----------------</td>
</tr>
<tr>
<td>Staffing/HR</td>
<td>Establish an Evaluation System</td>
<td>HR Handbook, Instructional Leadership Calendar</td>
<td>• Student and Family Handbook, which includes, at a minimum: 1) the school’s discipline policy; 2) notice of parental rights under the Family Educational Rights and Privacy Act (FERPA); 3) school health record procedures; 4) dispute/complaint resolution process; and 5) the right of individuals to attend Board meetings.</td>
<td>AM, TS, SK</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Students and Parents</td>
<td>Families and students have been, or will be, provided with relevant information about the school.</td>
<td></td>
<td></td>
<td>AM, TS, SK</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Students and Parents</td>
<td>Develop student handbook</td>
<td>Pdf of student handbook</td>
<td></td>
<td>AM</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Students and Parents</td>
<td>recruit parents for Parent Booster Club</td>
<td></td>
<td></td>
<td>AM, CG, TS, SK</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Written plans for safety procedures, including fire drills and emergency evacuation, consistent with Indiana’s Health and Safety Standards (IC 20.34)</td>
<td></td>
<td>• Evidence that the Department of Public Works has been contacted and a request has been made for the installation of school zone/speed limit signs.</td>
<td>AM, TS, SK</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Provisions have been made for required health services and screenings, including immunization records.</td>
<td></td>
<td></td>
<td>AM, TS, SK</td>
<td>4/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Adopt comprehensive policy manual</td>
<td>Pdf of manual</td>
<td></td>
<td>AM</td>
<td>5/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Arrange for Secondary Services</td>
<td>MOUS and contracts</td>
<td></td>
<td>KW</td>
<td>5/1/23</td>
<td></td>
</tr>
<tr>
<td>Curriculum &amp; Instruction</td>
<td>Student records are available to teachers for planning.</td>
<td></td>
<td>• Evidence that a student roster and student records are on file and accessible to teachers for planning.</td>
<td>AM, KW</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Facilities, Fixtures &amp; Equipment</td>
<td>Assign classrooms and educational spaces</td>
<td>Room List</td>
<td></td>
<td>AM, KW</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Facilities, Fixtures &amp; Equipment</td>
<td>Ensure safe space is in health code compliance</td>
<td></td>
<td></td>
<td>AM</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Facilities, Fixtures &amp; Equipment</td>
<td>Wifi, Internet &amp; Phone connections throughout the school</td>
<td>connection map, testing documentation</td>
<td></td>
<td>AM, KS, SK</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Finance</td>
<td>School leader has submitted Projected Enrollment numbers to the IDOE.</td>
<td></td>
<td>• Submit the Project Enrollment Report to the IDOE/ISA.</td>
<td>AM</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Governance and Management</td>
<td>Board of Directors is actively governing the school.</td>
<td></td>
<td>• Meeting minutes from the most recent two school Board meetings.</td>
<td>AM, CG</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Governance and Management</td>
<td>Expanded criminal history and child protection index checks for all Board members.</td>
<td></td>
<td>• Signed assurance that the organizer has completed the required expanded criminal history and child protection index checks for Board members, members of any subcommittee to which the organizer has delegated some authority regarding the charter school, and school leadership.</td>
<td>AM, CG</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Governance and Management</td>
<td>Statement of Economic Interest and Conflict of Interest for all Board members.</td>
<td></td>
<td>• Signed form for each active Board member and verification of submission to ICSB and IDOE.</td>
<td>AM, CG</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Appoint Auxiliary Positions</td>
<td>Org Chart</td>
<td></td>
<td>AM, KS</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>Ensure items are properly inventoried</td>
<td>Inventory System Reports</td>
<td></td>
<td>KW</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Staffing/HR</td>
<td>Special education and/or ELL personnel have been hired or contracted out.</td>
<td></td>
<td>• If special education or ELL services will be contracted out, a copy of the signed contract(s).</td>
<td>AM</td>
<td>6/1/23</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Action Item</td>
<td>Acceptable Documentation</td>
<td>Notes</td>
<td>Person Assigned</td>
<td>Due Date</td>
<td>Date Completed</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>-----------------</td>
<td>----------</td>
<td>----------------</td>
</tr>
</tbody>
</table>
| Staffing/HR             | Employment policies (including the dispute/complaint resolution process and expanded criminal history and child protection index policy) have been established and made available to staff. | • Employee Handbook and evidence of distribution to staff.  
• Expanded criminal history and child protection index policy. | AM                                                                 | 6/1/23          |          |                |
| Staffing/HR             | Orientation has been held to familiarize staff with mission and program of school and to clarify their roles and responsibilities. | • Documentation that orientation has been held for staff (agenda, sign-in sheets, etc.). | AM                                                                 | 6/1/23          |          |                |
| Staffing/HR             | Each employee has a job description which he or she has read and agreed to, and signed contract on file for each teacher. | • Job descriptions.                                                                      | AM                                                                 | 6/1/23          |          |                |
| Students and Parents    | Student health records are separate from academic records and are in locked storage in the office of the school nurse or other appropriate location. | • Evidence of separation in locked and/or secured electronic storage.                    | KW                                                                 | 6/1/23          |          |                |
| Finance                 | School has established fiscal management and oversight policies and an accounting system with internal controls. | • By July 1st, Initial Statement as adopted by the Board as well as evidence that the school has contracted with a Certified Public Accounting firm or Accountant to complete an Independent Accountants’ Report, per Section 6.4 of the Charter Agreement.  
• Independent Accountants’ Report as submitted to the board no later than forty-five (45) days of engagement of CPA.  
• Evidence of employment of or contract with accountant, bookkeeper or other person to handle such duties. | AM, CG  
We already have an established relationship to the accounting firm, Keough Lawton. They have experience with Charter Schools and will help us with setting up the chart of accounts, budgeting, monthly accounting, and financial reports | 7/1/23          |          |                |
<p>| Finance                 | A payroll system has been established.                                       | • Contract with payroll company or evidence of employment of or contract with persons to handle payroll; and copy of deduction policy. | AM, CG                                                               | 7/1/23          |          |                |
| Staffing/HR             | Staff hired in accordance with application staffing plan.                    | • Updated staffing plan or teacher roster with names of specific individuals occupying instructional positions, including licensing information for each individual. | AM                                                                 | 7/1/23          |          |                |
| Staffing/HR             | Expanded criminal history and child protection index checks for all staff members and volunteers (including parents) who are likely to have direct, ongoing contact with children within the scope of the individuals’ employment/duties. | • Signed assurance that the organizer has completed the required expanded criminal history and child protection index checks for all staff members and volunteers. | AM                                                                 | 7/1/23          |          |                |
| Curriculum &amp; Instruction| Instructional materials and supplies have been distributed to classrooms at every grade level. | • Instructional materials and supplies are evident at time of pre-opening site visit, or evidence that they will be in school in time for opening. | KW                                                                 | 8/1/23          |          |                |
| Educational Leadership  | Develop Day One Procedures                                                   | Instructional Leadership Memos                                                            | AM, KW                                                               | 8/1/23          |          |                |
| Students and Parents    | Student admissions (including lottery procedures), enrollment, and intake procedures have been identified, including transfer of student records, and the procedures used to identify students with disabilities. | • Admissions/Enrollment Policy (if different from Policy submitted with Charter Application). | AM, TS                                                              | 8/1/23          |          |                |
| Students and Parents    | Develop forms you need families to complete.                                 | Pdf of forms, parent handbook                                                              | AM, KW                                                               | 8/1/23          |          |                |
| Students and Parents    | Hold inaugural parent booster club meetings to recruit regular volunteers     | meeting agenda and minutes                                                                | AM, CG, TS, SK                                                       | 5/1/23          |          |                |</p>
<table>
<thead>
<tr>
<th>Category</th>
<th>Action Item</th>
<th>Acceptable Documentation</th>
<th>Notes</th>
<th>Person Assigned</th>
<th>Due Date</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Leadership</td>
<td>School Leadership Team hiring is complete and meets bi-weekly for planning purposes</td>
<td>Meeting minutes, notes, deliverables</td>
<td>Irions Family Foundation 12/4/21, Boling Family Foundation 12/15/21, Martin Family Foundation 2/11/21, Gildea Family 12/28/21</td>
<td>AM, CG, KW</td>
<td>ongoing</td>
<td></td>
</tr>
<tr>
<td>Fundraising</td>
<td>Meet with philanthropic donors to present funding the planning year</td>
<td>List of meetings &amp; outcomes</td>
<td></td>
<td>AM, CG</td>
<td>ongoing</td>
<td></td>
</tr>
<tr>
<td>Fundraising</td>
<td>Research and apply for other implementation grant opportunities</td>
<td>Grant applications and submission confirmations</td>
<td></td>
<td>AM</td>
<td>ongoing</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 23-
School Safety Outline, Insurance Estimate
EMERGENCY PREPAREDNESS PLAN OUTLINE

We will comply with Indiana Code 5-2-10.1-13 Sec. 13, electing option 2 (“establish a school safety plan in accordance with this chapter”). Our Director of Operations will serve as our school safety specialist during the opening school year and will establish a safe school committee the following year. There are a few variables that preclude a complete plan at this time including the confirmation of our facility. The School Safety Plan will include the following items and will be developed in full as we secure our facility.

TABLE OF CONTENTS

1. Emergency Contact List
   • Contact information for fire, police, and emergency responders
   • Contact information for administrative staff
2. Terminology & Icons
   • A listing of Standard Response Program and Icons
     • “HOLD” status
     • “SECURE” (formerly “lockout”)
     • “LOCKDOWN”
     • “EVACUATION”
     • “SHELTER” in place
3. Command Center
   • Location of and inventory for a central command for crisis
4. Building & Classroom Emergency Checklist
   • Building-wide checklist for all items related to emergency preparedness
   • Classroom checklist for all items related to emergency preparedness
     • Locked classroom door
     • Emergency response plans and routes posted in the classroom and easily accessible
     • Class roster accessible digitally with hard copy backup
     • Emergency bag near classroom exit
     • All windows covered and shades open
     • Out of sight safe zone marked
5. Panic Alarm
   • Placement and use of by administrators
6. Visitor Management & Student Tracking System
   • A listing of Standard Response Program and Icons
7. Daily drop-off and pick-up procedure
   • Single visitor entry point
   • Map of drop-off and pick-up (pending facility)
8. Fire Procedure and Drill
   • Map of fire routes (pending facility)
   • Monthly drills
   • Student accountability process
9. Severe Storm Procedure and Drill
   • Map of shelter location
   • Monthly drills
   • Student accountability process
10. Earthquake
11. Bomb Threat Procedure
12. Building Evacuation Procedure
13. Lockdown Procedure
• Icons and push notifications to parents

14. Secure Procedure
• Icons and push notifications to parents

15. Missing Student
• Notify school office
• Implement building search plan
• Recovery

16. Suspicious Package/Material

17. Weapons

18. Hostage Situation

19. Bleeding Control Kit

20. AED Units
• Placement and use of

21. Choking/Anaphylaxis
• Placement and use of choking device and epi-pen

22. Utility Outage Procedure

23. Emergency Flow Chart

24. Unsafe conditions

25. Crime Prevention

26. School Violence

27. Bullying

28. Criminal Organization Activity
• Gang violence and activity awareness

29. Child Abuse & Child Sexual Abuse
• (CPS training)
• Triggers and protocol for CPS notification

30. Community Involvement
• Parent/guardian member on safety committee when enacted
• Secure mode of communication for community
• Background checks for volunteers

31. Appropriate Student and Staff Relationships

32. Building Emergency Maps and Plans; Hazardous Material Locations

33. Media Protocols
• Weather delay and cancellation process with local media, social media, and text alerts
• School spokesperson
• Student media release forms

34. Post Crisis Processing & Counseling

35. Automatic Situation-Relevant Messaging System
• Text and email alert to staff with situation and related procedures
Selective provides you with the choice of receiving your insurance policy documents in printed form or digital form.

You can request delivery of your policy in digital format at any time - simply contact your independent agent. (To comply with state insurance regulations, Selective asks for your consent prior to delivering your policy in digital format.)

We want to make your customer experience as convenient as possible, while being good stewards of costs and the environment. When you renew your policy with Selective:

1. We do not print certain forms previously provided to you. Typically, these include:
   a. Policy forms that do not include your specific customer information.
   b. Policy forms with your information that have not been revised.

2. We do print new forms, forms that have changed, and forms that have your specific policy information.

For your convenience, a complete copy of your policy including all forms is always available to you online through Selective’s Customer Self-Service portal. You can view your policy information at any time - 24 hours a day, 7 days a week. You can sign up and log in by visiting selective.com and following the login process.
Selective Insurance
Workers’ Compensation

Report Work-Related Injury / Illness to the Selective Claims Service Center

Call 1-866-455-9969

- Report all workers’ compensation claims, whether or not medical treatment is needed.
- Do not delay in reporting the claim even if you do not have complete information.
- The State required first report of injury or illness form will be completed as you report the injury.

Over the next several weeks, we will provide you with a Selective Insurance Workers’ Compensation claim’s kit. In the interim, to look up providers, please go to [www.selective.com](http://www.selective.com) and choose “Find a Medical Provider-Workers Compensation” from the “Customer Support” tab.

If you have any questions or if you do not receive the kit, please contact

**Our Customer Service Coordinator at**

1-866-455-9969
IMPORTANT INFORMATION

DO YOU ENGAGE SUBCONTRACTORS?

If the answer to this question is yes, then the Workers’ Compensation law may hold you responsible for compensation benefits to injured employees of such subcontractors UNLESS each subcontractor carries his own compensation insurance.

— TO PROTECT YOURSELF —

1. Secure certificates of insurance from each subcontractor. The certificate should be obtained before the subcontractor is allowed to work on the job.

2. These certificates will be reviewed by our company auditor to determine if proper coverage exists.

3. In the absence of such certificates, the total contract price of subcontracted work will be considered as remuneration and subject to a premium charge.
Facts Regarding Premium Audits

To Our Policyholder:

Your policy has been issued with an estimated premium. At the expiration of the policy, either a company representative (Premium Auditor) will contact you or you will receive a written request for information. In either case, the information you provide will be used to determine the final premium under the policy.

Insurance Costs can be minimized by proper record keeping. Frequently exposures can be assigned to lower rated classifications provided this information is obtainable using your records. During the final audit, the Premium Auditor will work with you towards this goal of helping you to minimize your insurance costs.

For Businesses Other Than Contractors:

1. The basis of premium used to determine your policy premium may be payroll receipts or sales total cost or admissions. These are defined as follows:
   A. Payroll:
      The total remuneration for services rendered by an employee includes (a) lodging, (b) bonuses, (c) commissions, (d) vacation, holiday, & sick days, (e) standard overtime. Under the General Liability Coverage, payroll does not include (a) payroll of clerical employees, (b) salesmen who are away from the premises, (c) drivers. Remuneration excludes tips.
   B. Receipts/Sales:
      The gross amount of money charged for goods or products sold, operations performed, rentals, and dues or fees.
   C. Total Cost:
      The total cost of all work let or sublet in connection with each specific project including (a) cost of all labor materials & equipment (b) all fees bonuses & commissions.
   D. Admissions:
      The total number of persons, other than employees, admitted to the event insured, or

2. In the event commissions or monies are paid to persons you consider to be independent contractors, i.e. Real Estate Salesmen, Insurance Salesmen, Restaurant and/or Nite Club Entertainers, Taxi-Cab Operators and others in this category, please inform your agent immediately.

3. If you are an Executive Officer and covered under the policy, there may be a payroll or salary limitation. There also is a minimum amount to be charged should you not draw a salary, or draw less than this minimum.

Considerations For Contractors

1. Most Workers’ Compensation Laws provide that the General or Principal Contractor shall be responsible for the workers’ compensation insurance to employees of sub-contractors, except for any sub-contractors who have insured their compensation obligation and have furnished to the contractor satisfactory evidence of such insurance. Satisfactory evidence is a “Certificate of Insurance” with dates corresponding to the time worked for the contractor. These should be retained to show the Premium Auditor.

2. The manual rules permit division of payroll for each separate and distinct operation provided separate records of payroll are maintained and the division is not contrary to classification restrictions.

   Note: This rule is very important since those operations which can be classified using this rule, can be used only when separate records of payroll are maintained. Without the proper record keeping, the highest rated classification applying to the job will be used.

3. General Liability — Drivers’ payroll is to be excluded in computing premiums for this coverage. For the purposes of this rule, Mobile Equipment Operators are not considered in this category, i.e., their payroll is included and assigned to the classification in which they are engaged.

4. Products and Completed Operations Coverage under General Liability — Mechanical Contractors, i.e., Air Conditioning, Heating, Plumbing and Refrigeration, can minimize their insurance premium costs by keeping separate records on the outright sale and/or cost of units and equipment (for plumbing — appliances and fixtures). Again, one can see the importance of record keeping.

This brochure provides only a general overview of premium audit procedures. It is not intended to describe specific coverages afforded by any insurance policy.

Consult with an insurance expert to be certain of the exact nature of the policy coverages and exclusions.
This Workers Compensation and Employers Liability Policy begins with an **INFORMATION PAGE** which contains information pertinent to this insurance. In addition, listed below is a **QUICK REFERENCE** of policy provisions.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**QUICK REFERENCE**

<table>
<thead>
<tr>
<th>Information Page</th>
<th>PART TWO — Continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Section</td>
<td></td>
</tr>
<tr>
<td>A. The Policy</td>
<td>G. Limits of Liability</td>
</tr>
<tr>
<td>B. Who is Insured</td>
<td>H. Recovery From Others</td>
</tr>
<tr>
<td>C. Workers Compensation Law</td>
<td>I. Actions Against Us</td>
</tr>
<tr>
<td>D. State</td>
<td></td>
</tr>
<tr>
<td>E. Locations</td>
<td></td>
</tr>
</tbody>
</table>

**PART ONE — WORKERS COMPENSATION INSURANCE**

<table>
<thead>
<tr>
<th></th>
<th>PART TWO — Continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. How This Insurance Applies</td>
<td>G. Limits of Liability</td>
</tr>
<tr>
<td>B. We Will Pay</td>
<td>H. Recovery From Others</td>
</tr>
<tr>
<td>C. We Will Defend</td>
<td>I. Actions Against Us</td>
</tr>
<tr>
<td>D. We Will Also Pay</td>
<td></td>
</tr>
<tr>
<td>E. Other Insurance</td>
<td></td>
</tr>
<tr>
<td>F. Payments You Must Make</td>
<td></td>
</tr>
<tr>
<td>G. Recovery From Others</td>
<td></td>
</tr>
<tr>
<td>H. Statutory Provisions</td>
<td></td>
</tr>
</tbody>
</table>

**PART TWO — EMPLOYERS LIABILITY INSURANCE**

<table>
<thead>
<tr>
<th></th>
<th>PART TWO — Continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. How This Insurance Applies</td>
<td>G. Limits of Liability</td>
</tr>
<tr>
<td>B. We Will Pay</td>
<td>H. Recovery From Others</td>
</tr>
<tr>
<td>C. Exclusions</td>
<td>I. Actions Against Us</td>
</tr>
<tr>
<td>D. We Will Defend</td>
<td></td>
</tr>
<tr>
<td>E. We Will Also Pay</td>
<td></td>
</tr>
<tr>
<td>F. Other Insurance</td>
<td></td>
</tr>
</tbody>
</table>

**PART THREE — OTHER STATES INSURANCE**

<table>
<thead>
<tr>
<th></th>
<th>PART TWO — Continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. How This Insurance Applies</td>
<td>G. Limits of Liability</td>
</tr>
<tr>
<td>B. Notice</td>
<td></td>
</tr>
</tbody>
</table>

**PART FOUR — YOUR DUTIES IF INJURY OCCURS**

<table>
<thead>
<tr>
<th></th>
<th>PART TWO — Continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. How This Insurance Applies</td>
<td>G. Limits of Liability</td>
</tr>
<tr>
<td>B. We Will Pay</td>
<td>H. Recovery From Others</td>
</tr>
<tr>
<td>C. We Will Defend</td>
<td>I. Actions Against Us</td>
</tr>
<tr>
<td>D. We Will Also Pay</td>
<td></td>
</tr>
<tr>
<td>E. Other Insurance</td>
<td></td>
</tr>
<tr>
<td>F. Payments You Must Make</td>
<td></td>
</tr>
<tr>
<td>G. Recovery From Others</td>
<td></td>
</tr>
<tr>
<td>H. Statutory Provisions</td>
<td></td>
</tr>
</tbody>
</table>

**PART FIVE — PREMIUM**

<table>
<thead>
<tr>
<th></th>
<th>PART TWO — Continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Our Manuals</td>
<td>G. Audit</td>
</tr>
<tr>
<td>B. Classifications</td>
<td></td>
</tr>
<tr>
<td>C. Remuneration</td>
<td></td>
</tr>
<tr>
<td>D. Premium Payments</td>
<td></td>
</tr>
<tr>
<td>E. Final Premium</td>
<td></td>
</tr>
<tr>
<td>F. Records</td>
<td></td>
</tr>
<tr>
<td>G. Audit</td>
<td></td>
</tr>
</tbody>
</table>

**PART SIX — CONDITIONS**

<table>
<thead>
<tr>
<th></th>
<th>PART TWO — Continued</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Inspection</td>
<td>G. Audit</td>
</tr>
<tr>
<td>B. Long Term Policy</td>
<td></td>
</tr>
<tr>
<td>C. Transfer of Your Rights and Duties</td>
<td></td>
</tr>
<tr>
<td>D. Cancellation</td>
<td></td>
</tr>
<tr>
<td>E. Sole Representative</td>
<td></td>
</tr>
</tbody>
</table>

**IMPORTANT:** This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does not provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

**PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.**


**WC-51 08 98**

**INSURED’S COPY**
SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST  
900 E. 96TH STREET, INDIANAPOLIS, IN 46240

INFORMATION PAGE  
NCCI COMPANY NO. 20583
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

<table>
<thead>
<tr>
<th>ITEM 1. NAME OF INSURED &amp; MAILING ADDRESS</th>
<th>PRODUCER'S NAME AND MAILING ADDRESS</th>
</tr>
</thead>
</table>
| PREMIER ARTS, INC.  
410 S MAIN ST  
ELKHART, IN 46516-3209 | HORTON GROUP INC  
340 COLUMBIA ST  
SOUTH BEND, IN 46601-2339 |

INSURED IS: ASSN/LABOR/RELVG  
FED ID NO. 351837269  
AGENT NUMBER: 33-00-13083-00000

<table>
<thead>
<tr>
<th>ITEM 2. POLICY PERIOD</th>
<th>The Policy Period is from MARCH 12, 2020 To MARCH 12, 2021</th>
</tr>
</thead>
</table>

12:01 A.M., standard time at the insured's mailing address.

ITEM 3. COVERAGE
A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation law of the states listed here:

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: $500,000 per accident
- Bodily Injury By Disease: $500,000 per employee
- Bodily Injury By Disease: $500,000 policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
ALL STATES EXCEPT ND, OH, WA & WY.

ITEM 4. PREMIUM: 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.

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Code No.</th>
<th>Premium Basis</th>
<th>Rate Per $100 of Remuneration</th>
<th>Estimated Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Total Estimated Annual Remuneration</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$100 of Remuneration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXPENSE CONSTANT</td>
<td>0900</td>
<td>160</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TERRORISM</td>
<td>9740</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATASTROPHE</td>
<td>9741</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2ND INJURY FUND SURCHARGE</td>
<td>0935</td>
<td>11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Minimum Premium: $1,206  
Total Estimated Cost: $1,311

If indicated below, interim adjustments of premium shall be made:
☐ Semi-Annually  ☐ Quarterly  ☐ Monthly  ☐ Deposit Premium $1,311

This policy includes these endorsements and schedules: REFER TO WC-52
D/B - 4 - 4977707436

Issue Date: MARCH 12, 2020  
Issuing Office: HEARTLAND REGION  
Authorized Representative

Form-64 (07/08)  
Copyright 1987 National Council on Compensation Insurance.
**Name of Company**: SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST  
**NCCI COMPANY NO.**: 20583  
**Policy Effective Date**: 03/12/20  
**FED ID NO.**: 351837269  
**BUREAU FILE NO.**

**SCHEDULE OF OPERATIONS**

Extension of Item No. 4 of the Information Page WC-00-00-01A

<table>
<thead>
<tr>
<th>Location of Operations</th>
<th>Insured’s Name and State Location</th>
<th>Producer</th>
<th>Classification of Operations</th>
<th>Code No.</th>
<th>Estimated Total Remuneration</th>
<th>Rate Per $100 of remuneration</th>
<th>Estimated Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PREMIER ARTS, INC.</td>
<td>HORTON GROUP INC</td>
<td>SCHOOL PROFESSIONAL EMPLOYEES &amp; CLERICAL (02)</td>
<td>8868</td>
<td>45,000</td>
<td>0.54</td>
<td>243</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>THEATRE NOC ALL OTHER EMPLOYEES (01)</td>
<td>9154</td>
<td>IF ANY</td>
<td>1.95</td>
<td>NONE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>THEATRE NOC PLAYERS, ENTERTAINERS OR MUSICIANS (00)</td>
<td>9156</td>
<td>IF ANY</td>
<td>3.32</td>
<td>NONE</td>
</tr>
</tbody>
</table>

**ESTIMATED ANNUAL PREMIUM**

- WAIVER OF SUBROGATION: NONE
- DEDUCTIBLE CREDIT: NONE
- PREMIUM FOR INCREASED LIMITS PART TWO: 0.80%
- PREMIUM SUBJECT TO EXPERIENCE MODIFICATION: NONE
- APPLICABLE EXPERIENCE MODIFICATION: NONE
- PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION: NONE
- SCHEDULE MODIFICATION: NONE
- FOREIGN VOLUNTARY COVERAGE: NONE
- PER CAPITA PREMIUM: NONE
- POLICY MINIMUM PREMIUM CHARGE: 803
- TOTAL ESTIMATED STANDARD PREMIUM: 1,121
- PREMIUM DISCOUNT: NONE
- LARGE DEDUCTIBLE CREDIT: NONE
- PREMIUM SUBTOTAL: 1,121

All Other Terms and Conditions Remain Unchanged.

**Issue Date**: MARCH 12, 2020  
**Authorized Representative**

Form-63 (11/88)
It is agreed that Item 1. of the Information Page includes the following Named Insureds:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PREMIER ARTS INC</td>
<td>001</td>
<td>001</td>
<td>F351837269</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SCHEDULE OF LOCATIONS**

<table>
<thead>
<tr>
<th>LOCATION NUMBER</th>
<th>ADDRESS</th>
</tr>
</thead>
</table>
| 001             | 410 S MAIN ST
                 | ELKHART, IN 46516        |

*Policy Effective Date: MARCH 12, 2020  Schedule Effective Date: MARCH 12, 2020*
### Workers' Compensation Policy Forms and Endorsement Schedule

**Policy Effective Date:** March 12, 2020

The following forms and endorsements are applicable to the Workers' Compensation Policy:

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>WC000001A</td>
<td>WCMP DEC</td>
</tr>
<tr>
<td>WC 51</td>
<td>QUICK REFERENCE</td>
</tr>
<tr>
<td>WC 53A</td>
<td>NAMED INSURED EXTENSION SCHEDULE</td>
</tr>
<tr>
<td>WC000000C</td>
<td>WC AND EMPLOYERS LIAB INS POLICY</td>
</tr>
<tr>
<td>WC000404</td>
<td>PENDING RATE CHANGE ENDORSEMENT</td>
</tr>
<tr>
<td>WC000414A</td>
<td>90-DAY NOTICE OF CHANGE IN OWNERSHIP END</td>
</tr>
<tr>
<td>WC000419</td>
<td>PREMIUM DUE DATE ENDORSEMENT</td>
</tr>
<tr>
<td>WC000421D</td>
<td>CAT (OTHER THAN CERT ACTS OF TERR)</td>
</tr>
<tr>
<td>WC000422B</td>
<td>TERR RISK INS PROG REAUTH ACT DISCL END</td>
</tr>
<tr>
<td>WC000425</td>
<td>EXPERIENCE RATING MOD FACTOR REV END</td>
</tr>
<tr>
<td>WC990614</td>
<td>SIGNATURE PAGE</td>
</tr>
</tbody>
</table>
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following “attaching clause” need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 

(Date) 
at 12:01 A.M., standard time, forms a part of

Policy No. WC 7995571

Endorsement No.

Premium (if any) $

of the

(Name of Insurance Company)

issued to

________________________________________

Authorized Representative

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 effective on the inception date of the policy unless a different date is indicated below.

(The following “attaching clause” need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on (DATE) at 12:01 A.M., standard time, forms a part of Policy No. WC 7995571 Endorsement No. Premium (if any) $

of the (NAME OF INSURANCE COMPANY)

issued to

______________________________________________
Authorized Representative

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (other than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of $50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  c. It is an act that 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.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

### Schedule

<table>
<thead>
<tr>
<th>State</th>
<th>Rate</th>
<th>Premium</th>
</tr>
</thead>
</table>

Copyright, 2015 National Council on Compensation Insurance, Inc. All Rights Reserved.
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following “attaching clause” need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on ______________ at 12:01 A.M., standard time, forms a part of

Policy No. WC 7995571  Endorsement No. Premium (if any) $

of the

(NAME OF INSURANCE COMPANY)

issued to

_______________________________________________________

Authorized Representative

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 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 exceed $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.
2. Notwithstanding Item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

<table>
<thead>
<tr>
<th>State</th>
<th>Rate</th>
<th>Premium</th>
</tr>
</thead>
</table>

Copyright, 2015 National Council on Compensation Insurance, Inc.
All Rights Reserved.

WC 00 04 22B 01 15
Page 2 of 2
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.)

This endorsement, effective on (DATE) at 12:01 A.M., standard time, forms a part of

Policy No. WC 7995571 Endorsement No. Premium (if any) $

of the (NAME OF INSURANCE COMPANY)

issued to

Countersigned by

This endorsement is added to Part Five — Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

(date)

Policy No. Endorsement No. Premium (if any) $

of the

(NAME OF INSURANCE COMPANY)

issued to


_______________________________________________________

Authorized Representative

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State
This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on (DATE) at 12:01 A.M., standard time, forms a part of

Policy No. Endorsement No. Premium (if any)

of the (NAME OF INSURANCE COMPANY)

issued to

________________________________________________________________________

Authorized Representative

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE

PREMIUM

D. Premium is amended to read:

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. The due date for audit and retrospective premiums is the date of the billing.
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 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;
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; or
   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 Non-appropriated 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 workers' 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. Section 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, wage, 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.

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. Limit 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 Other
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 on 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 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.

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. Cancelation
1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation 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 cancelation 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 cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation 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 cancelation.
In Witness Whereof, the company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary           Chairman

WC 99 06 14 (08/17)
### Policy Information

<table>
<thead>
<tr>
<th>Policy No</th>
<th>Issued To</th>
</tr>
</thead>
<tbody>
<tr>
<td>WC 7995571</td>
<td>PREMIER ARTS, INC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Period</th>
<th>Transaction Type</th>
<th>Agent Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/12/2020-03/12/2021</td>
<td>RENEWAL</td>
<td>00-13083-00000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Billing Type</th>
<th>Transaction Eff. Date</th>
<th>Number of Remaining Instalments</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECT BILL</td>
<td>03/12/2020</td>
<td>04</td>
</tr>
</tbody>
</table>

**Bill Account:** 497 707 436

### Payment Schedule

<table>
<thead>
<tr>
<th>Scheduled Bill Date</th>
<th>Scheduled Due Date</th>
<th>Premium Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. 04/07/2020</td>
<td>04/27/2020</td>
<td>328.00</td>
</tr>
<tr>
<td>02. 05/07/2020</td>
<td>05/27/2020</td>
<td>328.00</td>
</tr>
<tr>
<td>03. 08/07/2020</td>
<td>08/27/2020</td>
<td>328.00</td>
</tr>
<tr>
<td>04. 11/06/2020</td>
<td>11/27/2020</td>
<td>327.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$1,311.00</td>
</tr>
</tbody>
</table>

**THIS IS NOT A BILL.**

Your bill will be sent under separate cover. This is a Payment Schedule of your policy premium due based on your selected installment plan. Changes made to the policy premium after the issue date listed above, will be reflected on future bills.

An installment fee of $8.00 may be added to each installment bill. Policies not paid by the installment due date are subject to a late fee of $20.00 for each late payment. An insufficient fund fee of $20.00 will be charged for payments returned by your financial institution.

A reinstatement fee may be incurred when a policy is reinstated after a non-pay cancellation is processed. Fee amounts are generally $35 for commercial line policies and will appear on the next bill.
IMPORTANT NOTICE ABOUT YOUR PAYMENT PLAN
AND LATE PAYMENTS UNDER YOUR PAYMENT PLAN:

If you have selected a payment plan option to pay for Your policy or policies with Us, we will send You a bill or email notification when premium is due. Bills will show (1) the billed minimum amount due on Your account for that month, and (2) the total balance due on Your account, including late and installment fees, if any have been charged. On or before the due date We specify in Your bill, You will be required to pay Us the total billed minimum amount shown in order to stay current in your payments due to Us (excluding any policy or policies that are pending cancellation).

Any time a payment is late and You fall behind on the amount that is owed to Us for the policy premium, we will issue a policy cancellation notice for failure to pay the premium, and we may charge you a late fee. For the first two times you fall behind, if You pay the total amount due before the cancellation effective date indicated in the notice, the policy or policies will remain in effect. If, however, We issue a third cancellation notice for nonpayment of premium, We will accelerate the remaining payments due under the payment plan and require You to pay the full outstanding policy premium (not just the total billed minimum amount in the most recent bill) on or before the cancellation effective date. If You do not pay the full outstanding balance on or before the cancellation effective date, We will cancel Your policy. If Your policy or policies are cancelled or expired, Your enrollment in an electronic payment option will continue, despite the fact that the policy(s) have been cancelled with Selective and may remain in effect until such time as any payment for any earned premiums, audit balances or other amounts related to your account are settled. If more than one policy is subject to a payment plan, We will apply partial payments proportionately to the billed minimum amount for each policy. Any policy that is not paid in full after this allocation will be subject to cancellation for nonpayment of premium, as provided in the policy.

Selective Insurance
Main Administrative Offices
40 Wantage Avenue Branchville
New Jersey 07890
(973) 948-3000

“Selective Insurance” refers to the following affiliated insurers:
NOTICE TO POLICYHOLDERS

We are here to serve you

As our policyholder, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

If you are not satisfied

Should you feel you are not being treated fairly, we want you to know you may contact the Indiana Department of Insurance with your complaint and seek assistance from the governmental agency that regulates insurance.

To contact the Department, write or call:

Public Information/Market Conduct

Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787

Consumer Hotline: 1-800-622-4461
In the Indianapolis Area: 1-317-232-2395
Facts
Regarding
Premium Audits

To Our Policyholder:
Your policy has been issued with an estimated premium. At the expiration of the policy, either a company representative (Premium Auditor) will contact you or you will receive a written request for information. In either case, the information you provide will be used to determine the final premium under the policy. Please note that only those policies containing one or more class codes that are rated on an auditable premium basis (such as payroll, receipts/sales, total cost or admissions), are subject to a premium audit.

Insurance Costs can be minimized by proper record keeping. Frequently exposures can be assigned to lower rated classifications provided this information is obtainable using your records. During the final audit, the Premium Auditor will work with you towards this goal of helping you to minimize your insurance costs.

For Businesses Other Than Contractors:

1. The basis of premium used to determine your policy premium may be payroll, receipts or sales, total cost or admissions. These are defined as follows:

A. Payroll:
The total remuneration for services rendered by an employee includes (a) lodging, (b) bonuses, (c) commissions, (d) vacation, holiday, & sick days, (e) standard overtime. Under the General Liability Coverage, payroll does not include (a) payroll of clerical employees (b) salesmen who are away from the premises (c) drivers. Remuneration excludes tips.

B. Receipts/Sales:
The gross amount of money charged for goods or products sold, operations performed, rentals, and dues or fees.

2. In the event commissions or monies are paid to persons you consider to be independent contractors, i.e., Real Estate Salesmen, Insurance Salesmen, Restaurant and/or Nite Club Entertainers, Taxi-Cab operators and others in this category, please inform your agent immediately.

3. If you are an Executive Officer and covered under the policy, there may be a payroll or salary limitation. There also is a minimum amount to be charged should you not draw a salary, or draw less than this minimum.

Considerations For Contractors

1. Most Workers' Compensation Laws provide that the General or Principal Contractor shall be responsible for the workers' compensation insurance to employees of sub-contractors, except for any subcontractors who have insured their compensation obligation and have furnished to the contractor satisfactory evidence of such insurance. Satisfactory evidence is a {Certificate of Insurance} with dates corresponding to the time worked for the contractor. These should be retained to show the Premium Auditor.

2. The manual rules permit division of payroll for each separate and distinct operation provided separate records of payroll are maintained and the division is not contrary to classification restrictions.

Note: This rule is very important since those operations which can be classified using this rule, can be used only when separate records of payroll are maintained. Without the proper record keeping, the highest rated classification applying to the job will be used.

3. General Liability-Driver's payroll is to be excluded in computing premiums for this coverage. For the purposes of this rule, Mobile Equipment Operators are not considered in this category, i.e., their payroll is included and assigned to the classification in which they are engaged.

4. Products and Completed Operations Coverage under General Liability-Mechanical Contractors, i.e., Air Conditioning, Heating, Plumbing and Refrigeration, can minimize their insurance premium costs by keeping separate records on the outright sale and/or cost of units and equipment (for plumbing-appliances and fixtures). Again, one can see the importance of record keeping.

This flier provides only a general overview of premium audit procedures. It is not intended to describe specific coverages afforded by any insurance policy.

We recommend that you examine, in detail, any policy offered to you.

For more information, contact your local Selective agent.
IMPORTANT NOTICE REGARDING AGENT COMPENSATION

We sell our insurance products and services through appointed independent insurance agencies and agents (“Agent” or “Agents”). Because Agents also generally represent several of our competitors, our primary marketing strategy is to:

- Develop close relationships with each Agent by (i) soliciting their feedback on products and services, (ii) advising them concerning company developments, and (iii) investing significant time with them professionally and socially; and

- Develop with each Agent, and then carefully monitor, annual goals regarding (i) types and mix of risks placed with us, (ii) amounts of premium or numbers of policies placed with us, (iii) customer service levels, and (iv) profitability of business placed with us.

We pay Agents commissions and other consideration for business placed with us (and we do not authorize our Agents to receive other monies for our insurance). We seek to compensate our Agents fairly and in a way consistent with market practices.

Our Agent compensation programs may include one or more of the following depending on the Agent’s overall business relationship with us:

- **Commission Payments.** We pay commission based on a percentage of the premium the policyholder pays. The amount of commission varies depending on policy type, state location of risk, and other factors.

- **Additional Commission Payments.** We may pay additional and varying percentages of premium for attainment of certain goals we set with the Agent, including:
  
  o **Profitability,** which we determine by comparing losses and expenses to premium;
  
  o **Volume,** which is the amount of premium written with us;
  
  o **Growth and Retention,** which we measure by comparing premium volume or number of policies for overall or specific types of policies; or
  
  o **Annual Plan Performance,** which we measure according to performance standards determined by us and the Agent.

In certain cases, an Agent may put additional commissions at risk and become obligated to pay us amounts if certain goals are not met.

- **Expense Reimbursement.** We may reimburse certain marketing and other expenses incurred for placing business with us.

- **Entertainment and Other Things of Value.** We may entertain or provide other things of value, including travel and gratuities, to Agents who we believe provide exceptional value to our policyholders and shareholders.

- **Business Production Incentive Programs.** We may provide Agents or their employees opportunities to receive additional compensation (cash or contest prizes) for certain activities or tasks, such as placing specific types of policies with us or inputting data through one of our technology systems.
• **Loss Control Agreements.** We may pay Agents a flat fee or a percentage of commission for safety and loss control surveys, inspections, accident or claim investigations.

• **Agent Stock Purchase Plan.** Certain of our Agents participate in a stock purchase plan that allows those Agents to purchase common stock in Selective Insurance Group, Inc. at a 10% discount to market and requires those agents to hold the stock for at least one year before they can transfer it.

As supporters of the independent insurance agency distribution system, we may provide Agents from time-to-time with tools and programs designed to preserve and strengthen the independent agency distribution system, including assistance with producer recruitment and/or training, loans, or loan guarantees. These tools and programs, which may be experimental, are provided to assist our Agents in the perpetuation of robust independent insurance agencies and are not conditioned on the imposition of extraordinary current or future production conditions.

We also distribute our insurance products to a limited extent through select insurance brokers which we compensate with some of the same compensation tools we use for Agents. If you have engaged a broker to place insurance with us, please ask the broker if any of the above described compensation arrangements are in effect with us.

Please direct questions regarding specific compensation to your Agent.
This notice is an advisory notice and is not a part of your policy. For complete information on all coverages, terms, conditions and exclusions, please review your policy. If there is any conflict between your policy and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

This Selective Insurance policy includes equipment breakdown coverage. The Hartford Steam Boiler Inspection and Insurance Company (HSB) is an equipment specialist working with Selective Insurance to provide equipment related inspection services. Our combined goal is to provide the highest quality insurance program and services that will help you protect your equipment and your business.

There may be laws or regulations in your city, county or state that require periodic boiler inspections. The scope of the laws may also include air conditioning systems, refrigeration systems and pressure vessels. Most Jurisdictional Authorities charge a fee for both the inspection and the certificate. HSB will perform the inspection for you at no cost as an integral part of your insurance program. The certificate fee or any fine levied by the Jurisdiction for not complying with the laws or regulations, is not a part of this service.

If you answer yes to any of the following questions, you may require a certificate inspection. Contact the HSB Inspection Hotline and the customer service representative will assist you.

- Does my location contain any heating or process boilers?
- Does my location have any large hot water heaters (200,000+ btu/hr)?
- Does my location contain any pressure vessels (air tanks, hot water storage tanks)?
- Does my location have a central air conditioning system?

**HSB INSPECTION HOTLINE**

Telephone: 1-800-333-4677  
Fax: 1-484-582-1811  
E-mail: NSCINSPI_HOTLINE@hsb.com

Please provide the following information:

- Policy Number
- Insured Name
- Location Name and Address
- Contact Name and Phone Number
WHAT YOU DON’T KNOW CAN HURT THOSE IN YOUR CARE AND YOUR ORGANIZATION.
Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and the organization’s reputation, financial stability, and trust within the community. Who you should screen can depend on many factors, such as if the person is a new full-time hire, a season hire, or even a current employee. In determining the types of checks to utilize, organizations should follow all state, federal, and licensing regulations and consider an individual’s level of access. Level of access may be influenced by:

- **Frequency**: How frequently does the individual work around or interact with consumers? Is it a one-time event or every day?

- **Duration**: What is the duration of the individual’s interactions? Is it a one-time, one-hour event or an entire summer?

- **Level of Supervision**: Are the individual’s interactions always supervised by another adult or are they one-on-one with consumers?

- **Nature of the Relationship**: What is the nature of the relationship between the individual and the consumers in the program? Does the individual merely supervise an area during an event that has consumers, or are they getting to know individual consumers and families while counseling, tutoring, or providing personal care services?

Selective Insurance has partnered with Praesidium to offer you discounted background screening services for your organization.

For more information go to: selective.com/praesidium - (800.743.6354) - selective@praesidiuminc.com
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.
FOUR ELEMENTS FOR A THOROUGH BUT COST EFFECTIVE BACKGROUND CHECK:

- **Check Facts**: Aliases, DOBs, and address history all drive research and help to paint a complete picture.
- **Search Wide**: Multi State criminal and national sex offender databases will identify the unexpected.
- **Search Deep**: Targeted county level searches will give real-time information where records are most likely to be found.
- **Ask Questions**: References can provide insights on behavior and clues to non-criminal boundary issues.

WHO SHOULD YOU SCREEN, AND HOW OFTEN?

- **New Hires/Volunteers**: A thorough, consistently applied background screening process at the time of hire is your first and best opportunity to identify the problem.
- **Seasonal Hires/Volunteers**: Seasonal staff present a unique risk because you don’t see them for months at a time, but it’s often not practical to complete a full new hire process each season. An annual check-in plan is key.
- **Re-Screening**: Conducting targeted checks on your full-time employees at least every 3 years helps you identify issues before they impact your organization.

BACKGROUND SCREENING FOR SELECTIVE INSUREDS

Praesidium offers a selection of background screening packages plus à la carte services to empower your organization to conduct right-sized research. Praesidium’s team can help contextualize the screening process as part of an overall culture of safety and discuss how screening works in hand with other abuse prevention efforts. Praesidium’s team can also help you understand who to screen, how often, and the importance of re-screening.

<table>
<thead>
<tr>
<th></th>
<th>LOW ACCESS VOLUNTEERS</th>
<th>HIGH ACCESS VOLUNTEERS</th>
<th>EMPLOYEES</th>
<th>FINANCIAL ACCESS</th>
<th>A LA CARTE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>STARTING AT $16</td>
<td>STARTING AT $16</td>
<td>STARTING AT $16</td>
<td>STARTING AT $37</td>
<td>INDIVIDUAL COST PER SERVICE</td>
</tr>
<tr>
<td>Employment Credit ($60 one-time set up fee required)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>$10.00</td>
</tr>
<tr>
<td>Confidence Multi State Criminal and Sex Offender Database w/Alias**</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>$9.00</td>
</tr>
<tr>
<td>7 Yr County Criminal Records Search: Current County of Residence*</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>$7.00</td>
</tr>
<tr>
<td>Add’l Counties Added As Needed Based on 7 yr Address History*</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>$5.50</td>
</tr>
<tr>
<td>County Civil Records Search (upper): 1 County*</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>$11.00</td>
</tr>
<tr>
<td>Motor Vehicle Records Search*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5.00</td>
</tr>
<tr>
<td>Employment Verification: 1 Position*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$8.00</td>
</tr>
<tr>
<td>Education Verification: 1 Degree*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7.00</td>
</tr>
<tr>
<td>Personal Reference: 1 Reference</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$11.00</td>
</tr>
<tr>
<td>Professional Reference: 1 Reference</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$12.00</td>
</tr>
<tr>
<td>International Criminal Search 1 Jurisdiction*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$50.00</td>
</tr>
</tbody>
</table>

* 3rd Party keeper fees may apply and will be passed on at cost when incurred.

** Criminal records found in the Multi State database check are subject to verification at the source and additional costs may apply.

For more information go to: selective.com/praesidium - (800.743.6354) - selective@praesidiuminc.com

In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.
IMPORTANT NOTICE TO POLICYHOLDERS

COMMERCIAL PROPERTY INSURANCE TO VALUE

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER 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 COVERAGE YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISION OF THE POLICY SHALL PREVAIL.

REGARDING BUILDING INSURANCE TO VALUE

The replacement cost for building(s) insured on this policy is an estimated replacement cost based on general information about your building(s). It is developed from models that use estimated cost of construction materials and estimated labor rates for like buildings in the area. The actual cost to replace your building(s) may be significantly different. Selective Insurance does not guarantee that this figure will represent the actual cost to replace your building(s). You are responsible for selecting the appropriate amount of coverage and you may obtain your own insurance replacement cost appraisal. Additional information you obtain on the replacement cost of your building(s) can further assist you in making a more informed decision about the true value of your building(s). Selective Insurance will consider and accept, if reasonable, your appraisal. Any higher coverage amounts selected will result in higher premiums. You may contact your insurance agent to assist you in obtaining your own insurance replacement cost appraisal or contact one of the numerous companies providing insurance replacement cost appraisals for commercial buildings.

REGARDING BUSINESS PERSONAL PROPERTY INSURANCE TO VALUE

The replacement cost for your Business Personal Property insured on this policy is based on values provided by you. You are responsible for selecting the appropriate amount of coverage to ensure adequate replacement cost values.
IMPORTANT NOTICE TO POLICYHOLDERS

Financial Responsibility Law

The Indiana Bureau of Motor Vehicles ("BMV") requires that insurance carriers inform insureds of the requirement to continuously maintain financial responsibility when owning and operating a motor vehicle in Indiana. The BMV requires that you be made aware of the following:

- You must continuously maintain financial responsibility as long as the vehicle is operated on a public highway in Indiana.
- The BMV may, at any time, verify that you have financial responsibility in effect.
- If you fail to maintain financial responsibility as required, the Bureau shall suspend your driving privileges or your motor vehicle registration or both.
- The Bureau may use a third party to request proof of financial responsibility from you.
POLICYHOLDER DISCLOSURE NOTICE
OFFER OF TERRORISM INSURANCE COVERAGE
AND
REJECTION FORM — EFFECTIVE UNTIL REVOKED

Offer of 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 may accept or reject insurance coverage for losses resulting from certified “acts of terrorism”.

- If you accept this offer of coverage simply pay your billed premium, which includes the amount shown below. You do not need to do anything else.

- If you would like to reject this coverage, please see the section of this form entitled Rejection of Terrorism Insurance Coverage and follow the instructions. Please note that if you reject coverage for losses resulting from certified “acts of terrorism”, we will not provide coverage on renewals of this policy unless you ask us for coverage in the manner set forth in our “Offer of Terrorism Insurance Coverage When Terrorism Insurance Coverage Was Previously Rejected” form, which will be attached to renewals of this policy.

Disclosure of Premium:

The portion of your annual premium that is attributable to coverage for “acts of terrorism” is $211.00 and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

Please be aware that even if you purchase coverage for losses resulting from certified “acts of terrorism”, your policy will still contain other policy terms, conditions, limitations and exclusions that may impact whether coverage is available in the event of a loss resulting from a certified “act of terrorism”.

Copyright, 2020 Selective Insurance Company of America. All rights reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Federal Participation in Payment of Terrorism Losses:

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. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Cap on Insurer Participation in Payment of Terrorism Losses:

You should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits United States 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.

Rejection of Terrorism Insurance Coverage:

You may reject this offer of coverage by checking the box, filling in the information below, signing and returning this form to your agent. If you choose to reject this offer of coverage, we will add an exclusionary endorsement to your policy to eliminate coverage for losses resulting from certified “acts of terrorism”.

Rejection of Coverage - Effective Until Revoked

I HAVE READ THIS FORM IN ITS ENTIRETY AND DO NOT WANT TO PURCHASE COVERAGE FOR CERTIFIED “ACTS OF TERRORISM”. I UNDERSTAND THAT THIS REJECTION IS EFFECTIVE UNTIL I AFFIRMATIVELY REVOKE IT IN THE MANNER SET FORTH IN SELECTIVE’S “OFFER OF TERRORISM INSURANCE COVERAGE WHEN TERRORISM INSURANCE COVERAGE WAS PREVIOUSLY REJECTED” FORM, AND THAT IF I SIGN THIS FORM THIS POLICY AND ANY RENEWALS WILL EXCLUDE COVERAGE FOR LOSSES RESULTING FROM CERTIFIED “ACTS OF TERRORISM”.

Policyholder/Applicant’s Signature

Policy or Quote Number

Date
Selective provides you with the choice of receiving your insurance policy documents in printed form or digital form.

You can request delivery of your policy in digital format at any time - simply contact your independent agent. (To comply with state insurance regulations, Selective asks for your consent prior to delivering your policy in digital format.)

We want to make your customer experience as convenient as possible, while being good stewards of costs and the environment. When you renew your policy with Selective:

1. We do not print certain forms previously provided to you. Typically, these include:
   a. Policy forms that do not include your specific customer information.
   b. Policy forms with your information that have not been revised.

2. We do print new forms, forms that have changed, and forms that have your specific policy information.

For your convenience, a complete copy of your policy including all forms is always available to you online through Selective’s Customer Self-Service portal. You can view your policy information at any time - 24 hours a day, 7 days a week. You can sign up and log in by visiting selective.com and following the login process.
IMPORTANT NOTICE TO POLICYHOLDERS

Inland Marine Miscellaneous Property Revisions
Broadenings, Reductions and Clarifications in Coverage

Thank you for choosing Selective to provide for your insurance needs.

THIS NOTICE SUMMARIZES THE MAJOR CHANGES IN THE MISCELLANEOUS PROPERTY COVERAGE FORM CM 70 99 THAT IS CONTAINED IN YOUR INSURANCE POLICY. THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATIONS PAGE. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.

The areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This Notice does not reference every editorial change made in your policy.

The material in this Notice makes reference to form and endorsement numbers; however, not all forms and endorsements are included in a particular policy.

BROADENINGS OF COVERAGE

- The following new Coverage Extensions have been added:
  - Debris Removal up to an additional $10,000.
  - False Pretense with a $25,000 limit.
  - Rewards with a $10,000 limit. This does not apply in New York.
  - Additional Acquired Property. The most we will pay for loss or damage is the lesser or:
    - 25% of the total Limit Of Insurance shown in the Declarations for all individually listed and described items; or
    - $25,000 for any one item, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations.
  - Inventory and Appraisal Expense with a $25,000 limit.
  - Spare Parts and Fuel with a $5,000 limit.

- Coverage Territory is expanded to include the territories and possessions of the United States as well as property being shipped by air within the Coverage Territory.

REDUCTIONS IN COVERAGE

- For any Miscellaneous Property coverage currently written with a deductible lower than $500, it has been renewed with a $500 deductible.

- The following was added to Property Not Covered:

  Property after it is sold and delivered or otherwise disposed of, including property sold under a deferred payment sales agreement;
• The following additional exclusions have been added:
  — Denting, chipping, marring or scratching.
  — Theft from any unattended vehicle. However, if CM 80 02 Excluding Theft From Unattended Vehicle endorsement is on the expiring policy, there is no restriction in coverage.
  — Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick device or false pretense except as provide in the False Pretense Coverage Extension.
  — Unauthorized instructions to transfer property to any person or to any place.
  — Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
  — Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.
  — Dampness or dryness of atmosphere.
  — Changes in or extremes of temperature.

OTHER CHANGES

• The following provision was added to clarify how coverage is to apply when we issue more than one coverage that applies to this Inland Marine Miscellaneous Property Coverage:

If we or any of our affiliates issue other insurance to you and more than one limit of insurance applies to loss or damage sustained by you, then the broadest coverage will apply. If Covered Property is specifically scheduled or described under another Coverage Form, the valuation provisions of that more specific Coverage Form will apply.
NOTICE OF CHANGE IN POLICY TERMS

Following are the material changes which reduce or eliminate coverage on the renewal policy as a result of the implementation of revisions to the Inland Marine Miscellaneous Property Coverage Form CM 70 99.

- For any Miscellaneous Property coverage currently written with a deductible lower than $500, it has been renewed with a $500 deductible.

- The following was added to Property Not Covered:
  Property after it is sold and delivered or otherwise disposed of, including property sold under a deferred payment sales agreement;

- The following additional exclusions have been added:
  — Denting, chipping, marring or scratching.
  — Theft from any unattended vehicle. However, if CM 80 02 Excluding Theft From Unattended Vehicle endorsement is on the expiring policy, there is no restriction in coverage.
  — Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick device or false pretense except as provide in the False Pretense Coverage Extension.
  — Unauthorized instructions to transfer property to any person or to any place.
  — Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
  — Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.
  — Dampness or dryness of atmosphere.
  — Changes in or extremes of temperature.
Insurance is provided by the Company designated on the Declarations Page of this policy. The addresses of all Selective Insurance Companies are shown below:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

Selective Way Insurance Company
40 Wantage Avenue
Branchville, NJ 07890

Selective Insurance Company of South Carolina
900 E. 96th Street, Suite 400
Indianapolis, IN 46240

Selective Insurance Company of New York
300 Olympic Towers
300 Pearl Street
Buffalo, NY 14202

Selective Insurance Company of the Southeast
900 E. 96th Street, Suite 400
Indianapolis, IN 46240

Selective Insurance Company of New England
40 Wantage Avenue
Branchville, NJ 07890

Administrative Offices of all Selective Insurance Companies are located at:
40 Wantage Avenue
Branchville, NJ 07890
Your application or information you provide in connection with a claim is our major source of information. However, in order to evaluate your application for insurance, to service your policy or to process a claim, we may ask for additional information about you and any person who will be insured under this policy or who is the subject of the claim. This is sometimes necessary to make certain that the statements on your application are accurate or to process the claim. We may also need more details than you have already given us.

INFORMATION WE COLLECT

In connection with an application, the information that we may collect will enable us to make possible judgments about your character, habits, hobbies, finances, occupation, general reputation, health or other personal characteristics. In connection with a claim, the information we may collect will enable us to process the claim.

We may obtain this information from several sources. For example, we may contact any physician, clinic or hospital where any persons to be insured or making a claim have been treated. We may need information from your employer. But, before we ask for information from any of these sources, we will ask you to sign an authorization, which gives us permission to proceed, unless authorization is not required by law.

We may get information by talking or writing to other insurance companies to which you applied for a policy or with which you have made a claim, members of your family, neighbors, friends, your insurance agent and others who know you. We may also obtain information from motor vehicle reports, court records, or photographs of the property you want insured or with regard to which you have made a claim.

CONSUMER REPORTS

It is common for an insurance company to order a report from an independent organization — a consumer reporting agency or an insurance-support organization — to verify and add to the information that you have given us. These reports are used to help us decide if you qualify for the insurance for which you have applied or to evaluate the claim you have made.

They may:

_____ pertain to your mode of living, character, general reputation and personal characteristics such as health, job and finances.

_____ contain information on your marital status, driving records, etc.

_____ include information on the loss history of your property.

_____ include information gathered by talking or writing to you or members of your family, neighbors, friends, your insurance agent and others who know you.

_____ include information from motor vehicle reports, court records or photographs of your property and/or the property involved in the claim.

Upon your request, the consumer reporting agency or insurance-support organization will attempt to interview you in connection with any report it prepares. The information may be kept by the reporting organization and may later be given to others who use its services. It will be given only to the extent permitted by the Federal Fair Credit Reporting Act and your local state law, if any. Upon request and identification, the consumer reporting agency or insurance-support organization will provide you with a copy of the report.
DISCLOSURE OF INFORMATION

Information we collect about you will not be given to anyone without your consent, except when necessary to conduct our business. There are some disclosures which may be made without your prior authorization. These include:

- Persons or organizations who need the information to perform a professional, business or insurance function for us, such as businesses that assist us with data processing or marketing.
- Other insurance companies, agents, or consumer reporting agencies as it may be needed in connection with any application, policy or claim involving you.
- Adjusters, appraisers, investigators and attorneys who need the information to investigate or settle a claim involving you.
- An insurance-support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims.
- A medical professional or institution to verify your insurance coverage or inform you of a medical condition of which you may not be aware.
- Persons or organizations that conduct scientific research, including actuarial or underwriting studies.
- Persons or organizations that will use the information for sales purposes, unless you indicate in writing to us that you do not want the information disclosed for this purpose.
- Our affiliated companies for auditing our operations and for marketing an insurance product or service.

In addition, we may provide information to state insurance departments in connection with their regulatory authority and to other governmental or law enforcement authorities to protect our legal interests or in cases of suspected fraud or illegal activities.

YOUR INSURANCE POLICY FILES

Information we collect about you will be kept in our policy files. We may refer to this information if you file a claim for benefits under any policy you have with us or if you apply to us for a new policy. You have the right to know what kind of information we keep in our files about you, to have access to the information, and to receive a copy. There are some types of information; however, to which we are not required to give you access. This type of information is generally collected when we evaluate a claim or when the possibility of a lawsuit exists.

If you want information from your files, please contact us. There may be a nominal charge for copies of records. If you think your file contains incorrect information, notify us indicating what you believe is incorrect and your reasons. We will reinvestigate the matter and either correct our records or place a statement in our files explaining why you believe the information is incorrect. We will also notify persons or organizations to whom we previously disclosed the information of the change or your statement.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to personal information to those individuals who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with legal standards and ensure the confidentiality of personal information in accordance with our policy.

TREATMENT OF PERSONAL INFORMATION OF FORMER CUSTOMERS AND APPLICANTS

We adhere to this personal information privacy policy even when a customer relationship no longer exists. Disclosures about former applicants and customers may be made without prior authorization as permitted by law.

If you have any questions about our information practices, please contact us.
**COMMERCIAL POLICY COMMON DECLARATION**

**Named Insured and Address**
PREMIER ARTS INC  
410 S MAIN ST  
ELKHART, IN 46516-3209

**Policy Period**  
From: JUNE 28, 2021  
To: JUNE 28, 2022  
12:01 A.M Standard Time At Location of Designated Premises.

**Named Insured is:**  
CORPORATION

**Producer:**  
HORTON GROUP INC  
ILLINOIS

**Schedule of Coverage**
COMMERCIAL PROPERTY COVERAGE  
COMMERCIAL GENERAL LIABILITY COVERAGE  
COMMERCIAL AUTOMOBILE COVERAGE  
COMMERCIAL INLAND MARINE COVERAGE  
COMMERCIAL UMBRELLA COVERAGE

**Premiums**
- PREMIUM INCLUDES TERRORISM - CERTIFIED ACTS $211.00
- PREMIUM INCLUDES TERRORISM - AUTO $34.00

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance indicated in the schedule above. Insurance is provided only for those coverages for which a specific limit is shown on the attached coverage declaration(s).

**Payment Method**

<table>
<thead>
<tr>
<th>PAYMENT METHOD</th>
<th>Total Policy Premium</th>
<th>$9,470.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>D/B - 4</td>
<td>(This premium may be subject to adjustment.)</td>
<td></td>
</tr>
</tbody>
</table>

Date Issued: MAY 4, 2021  
Issuing Office: HEARTLAND REGION

Authorized Representative _______________________________________________________________________

IL-7025 (11/89)
<table>
<thead>
<tr>
<th>Prem. No.</th>
<th>Location</th>
<th>Bldg. No.</th>
<th>Occupancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>410 S MAIN ST ELKHART, IN 46516</td>
<td>1</td>
<td>THEATRE</td>
</tr>
<tr>
<td>2</td>
<td>129 - 133 STATE ST ELKHART, IN 46516</td>
<td>1</td>
<td>WAREHOUSE</td>
</tr>
<tr>
<td>3</td>
<td>440 S MAIN ST ELKHART, IN 46516</td>
<td>1</td>
<td>VACANT LAND</td>
</tr>
<tr>
<td>4</td>
<td>109 W LEXINGTON AVE ELKHART, IN 46516</td>
<td>1</td>
<td>OFFICE &amp; STORE</td>
</tr>
</tbody>
</table>
COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: JUNE 28, 2021  
Schedule Effective Date: JUNE 28, 2021

### THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMON COVERAGE PART:

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IL 70 25</td>
<td>COMMERCIAL POLICY COMMON DECLARATION</td>
</tr>
<tr>
<td>IL 70 36</td>
<td>SCHEDULE OF LOCATIONS</td>
</tr>
<tr>
<td>IL 00 03</td>
<td>CALCULATION OF PREMIUM</td>
</tr>
<tr>
<td>IL 00 17</td>
<td>COMMON POLICY CONDITIONS</td>
</tr>
<tr>
<td>IL 00 21</td>
<td>NUCLEAR ENERGY LIABILITY EXCLUSION</td>
</tr>
<tr>
<td>IL 79 15</td>
<td>IDENTITY RECOVERY COVERAGE</td>
</tr>
<tr>
<td>IL 89 48</td>
<td>EXCLUSION-LEAD HAZARD</td>
</tr>
<tr>
<td>IL 89 56</td>
<td>ASBESTOS EXCLUSION</td>
</tr>
</tbody>
</table>

### THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL PROPERTY COVERAGE PART:

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CP 70 26</td>
<td>COMMERCIAL PROP DEC</td>
</tr>
<tr>
<td>CP 00 10</td>
<td>BUILDING &amp; PERSONAL PROPERTY COVERAGE FM</td>
</tr>
<tr>
<td>CP 00 90</td>
<td>COMMERCIAL PROPERTY CONDITIONS</td>
</tr>
<tr>
<td>CP 01 40</td>
<td>EXCL OF LOSS DUE TO VIRUS OR BACTERIA</td>
</tr>
<tr>
<td>CP 01 52</td>
<td>INDIANA CHANGES—RIGHTS OF RECOVERY</td>
</tr>
<tr>
<td>CP 10 30</td>
<td>CAUSES OF LOSS—SPECIAL FORM</td>
</tr>
<tr>
<td>CP 75 51</td>
<td>SYSTEMS POWER PAC</td>
</tr>
<tr>
<td>CP 76 23</td>
<td>COMMERCIAL PROP MORTGAGE HOLDERS SCHED</td>
</tr>
<tr>
<td>IL 01 56</td>
<td>INDIANA CHANGES—CONCEALMENT, MISREPRESENTATION</td>
</tr>
<tr>
<td>IL 01 92</td>
<td>INDIANA CHANGES—POLLUTION</td>
</tr>
<tr>
<td>IL 02 72</td>
<td>INDIANA CHANGES—CANC AND NONRENEWAL</td>
</tr>
<tr>
<td>IL 09 52</td>
<td>CAP ON LOSS FROM CERT ACTS OF TERRORISM</td>
</tr>
<tr>
<td>IL 09 85</td>
<td>DISCL PERSUANT TO TERR RISK INS ACT</td>
</tr>
</tbody>
</table>

### THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART:

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CG 70 35</td>
<td>COMMERCIAL LIABILITY COVG DECLARATION</td>
</tr>
<tr>
<td>CG 00 01</td>
<td>CGL COV FORM (OCURRENCE)</td>
</tr>
<tr>
<td>CG 20 11</td>
<td>ADDL INSD—MANAGERS/LESSORS OF PREMISES</td>
</tr>
<tr>
<td>CG 21 06</td>
<td>EXCL ACCESS DISCL INF-PERS INF-W/LIM BI</td>
</tr>
<tr>
<td>CG 21 47</td>
<td>EMPLOYMENT-RELATED PRACTICES EXCL</td>
</tr>
<tr>
<td>CG 21 67</td>
<td>FUNGI OR BACTERIA EXCLUSION</td>
</tr>
<tr>
<td>CG 21 70</td>
<td>CAP ON LOSSES FROM CERT ACTS OF TERROR</td>
</tr>
<tr>
<td>CG 22 30</td>
<td>EXCLUSION-CORPORAL PUNISHMENT</td>
</tr>
<tr>
<td>CG 24 28A</td>
<td>IN CHANGES—AMEND OF DEF OF POLLUTANTS</td>
</tr>
<tr>
<td>CG 25 04</td>
<td>DESIGNATED LOCATION(S) GENERAL AGG LIMIT</td>
</tr>
<tr>
<td>CG 73 00</td>
<td>ELITEPAC GL EXT END</td>
</tr>
<tr>
<td>CG 74 00</td>
<td>COLLEGES OR SCHOOLS (LIMITED FORM)</td>
</tr>
<tr>
<td>CG 79 35A</td>
<td>PRODUCT RECALL EXPENSE COV END</td>
</tr>
<tr>
<td>CG 79 97</td>
<td>GENERAL AGGREGATE LIMIT PER PROJECT</td>
</tr>
<tr>
<td>CG 80 29</td>
<td>ABUSE OR MOLESTATION LIABILITY CO EXCL</td>
</tr>
<tr>
<td>IL 01 17</td>
<td>INDIANA CHANGES—WORKERS COMP EXCLUSION</td>
</tr>
<tr>
<td>IL 01 58</td>
<td>INDIANA CHANGES</td>
</tr>
<tr>
<td>IL 02 72</td>
<td>INDIANA CHANGES—CANC AND NONRENEWAL</td>
</tr>
<tr>
<td>IL 09 85</td>
<td>DISCL PERSUANT TO TERR RISK INS ACT</td>
</tr>
</tbody>
</table>

### THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE BUSINESS AUTOMOBILE COVERAGE PART:

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA 70 57</td>
<td>AUTO DEC—LOSS PAYEE</td>
</tr>
<tr>
<td>CA 70 58A</td>
<td>BUSINESS AUTO COVERAGE DECLARATION PAGE2</td>
</tr>
<tr>
<td>CA 00 01</td>
<td>BUSINESS AUTO COVERAGE FORM</td>
</tr>
</tbody>
</table>

NOTICE TO POLICYHOLDER: All the forms and endorsements contained in this policy as of the “Schedule Effective Date” are listed above. Forms and endorsements added to the policy after this date will appear on a “Policy Changes” endorsement. Please read your policy and all “Policy Changes” carefully.

NOTE: All applicable “IL” endorsements will be attached in the Common Section of the policy.
COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: JUNE 28, 2021  Schedule Effective Date: JUNE 28, 2021

**THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE BUSINESS AUTOMOBILE COVERAGE PART:**

<table>
<thead>
<tr>
<th>Form</th>
<th>Code</th>
<th>Inclusive</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA 01</td>
<td>19</td>
<td>1013</td>
<td>INDIANA CHANGES</td>
</tr>
<tr>
<td>CA 04</td>
<td>33</td>
<td>1013</td>
<td>IN CHGS- POLLUTION EXCL</td>
</tr>
<tr>
<td>CA 04</td>
<td>34</td>
<td>1013</td>
<td>IN CHANGES-AMEND DEF OF POLLUTANTS</td>
</tr>
<tr>
<td>CA 04</td>
<td>42</td>
<td>1013</td>
<td>EXCL FED EMPLOYEES USING AUTO IN GOV BUS</td>
</tr>
<tr>
<td>CA 20</td>
<td>54</td>
<td>1013</td>
<td>EMPLOYEE HIRED AUTOS</td>
</tr>
<tr>
<td>CA 70</td>
<td>38A</td>
<td>0818</td>
<td>PHYSICAL DAMAGE COVERAGE</td>
</tr>
<tr>
<td>CA 70</td>
<td>45</td>
<td>0818</td>
<td>ADDITIONAL INS-LESSOR OF LEASED EQUIP</td>
</tr>
<tr>
<td>CA 77</td>
<td>74</td>
<td>0706</td>
<td>LIMITED MOBILE EQUIPMENT COVERAGE</td>
</tr>
<tr>
<td>CA 78</td>
<td>09</td>
<td>1117</td>
<td>ELITEPAC COMMERCIAL AUTO EXT END</td>
</tr>
<tr>
<td>CA 78</td>
<td>16</td>
<td>1117</td>
<td>COMMERCIAL AUTO ELITEPAC SCHEDULE</td>
</tr>
<tr>
<td>CA 80</td>
<td>23</td>
<td>0610</td>
<td>ABUSE OR MOLESTATION LIAB COV EXCL</td>
</tr>
<tr>
<td>CA 99</td>
<td>03A</td>
<td>1013</td>
<td>AUTO MEDICAL PAYMENTS COVERAGE</td>
</tr>
<tr>
<td>IL 01</td>
<td>17</td>
<td>1210</td>
<td>INDIANA CHANGES-WORKERS COMP EXCLUSION</td>
</tr>
<tr>
<td>IL 01</td>
<td>56</td>
<td>1117</td>
<td>INDIANA CHANGES-CONCEALMENT,MISREPRESENT</td>
</tr>
<tr>
<td>IL 01</td>
<td>58</td>
<td>0908</td>
<td>INDIANA CHANGES</td>
</tr>
<tr>
<td>IL 02</td>
<td>72</td>
<td>0907</td>
<td>INDIANA CHANGES-CANC AND NONRENEWAL</td>
</tr>
<tr>
<td>SA 21</td>
<td>44</td>
<td>0818</td>
<td>INDIANA UNINSURED MOTORISTS COVERAGE</td>
</tr>
<tr>
<td>SA 31</td>
<td>16</td>
<td>0818</td>
<td>INDIANA UNDERINSURED MOTORISTS COVERAGE</td>
</tr>
</tbody>
</table>

**THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL INLAND MARINE COVERAGE PART:**

<table>
<thead>
<tr>
<th>Form</th>
<th>Code</th>
<th>Inclusive</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CM 70</td>
<td>71</td>
<td>0794</td>
<td>COMMERCIAL INLAND MARINE DECLARATIONS</td>
</tr>
<tr>
<td>CM 70</td>
<td>96A</td>
<td>0792</td>
<td>CONTRACTORS EQUIPMENT COVERAGE</td>
</tr>
<tr>
<td>CM 70</td>
<td>98</td>
<td>0320</td>
<td>MISCELLANEOUS PROPERTY COVERAGE</td>
</tr>
<tr>
<td>CM 00</td>
<td>01</td>
<td>0904</td>
<td>COMMERCIAL IM CONDITIONS</td>
</tr>
<tr>
<td>CM 01</td>
<td>39</td>
<td>0900</td>
<td>INDIANA CHANGES - RIGHT OF RECOVERY</td>
</tr>
<tr>
<td>CM 70</td>
<td>97</td>
<td>0312</td>
<td>CONTRACTORS EQUIPMENT COVERAGE FORM</td>
</tr>
<tr>
<td>CM 70</td>
<td>99</td>
<td>0320</td>
<td>MISCELLANEOUS PROPERTY COVERAGE</td>
</tr>
<tr>
<td>CM 71</td>
<td>50</td>
<td>0312</td>
<td>CONTRACTORS EQUIPMENT LEASED/RENTED</td>
</tr>
<tr>
<td>CM 71</td>
<td>50</td>
<td>0694</td>
<td>LOSS PAYEES SCHEDULE</td>
</tr>
<tr>
<td>CM 72</td>
<td>00</td>
<td>0112</td>
<td>LIBERALIZATION</td>
</tr>
<tr>
<td>IL 01</td>
<td>56</td>
<td>1117</td>
<td>INDIANA CHANGES-CONCEALMENT,MISREPRESENT</td>
</tr>
<tr>
<td>IL 02</td>
<td>72</td>
<td>0907</td>
<td>INDIANA CHANGES-CANC AND NONRENEWAL</td>
</tr>
<tr>
<td>IL 09</td>
<td>52</td>
<td>0115</td>
<td>CAP ON LOSS FROM CERT ACTS OF TERRORISM</td>
</tr>
<tr>
<td>IL 09</td>
<td>85</td>
<td>1220</td>
<td>DISCL PURSUANT TO TERR RISK INS ACT</td>
</tr>
</tbody>
</table>

**THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL UMBRELLA COVERAGE PART:**

<table>
<thead>
<tr>
<th>Form</th>
<th>Code</th>
<th>Inclusive</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CX 00</td>
<td>03A</td>
<td>0199</td>
<td>COMMERCIAL EXCESS/UMBRELLA DEC</td>
</tr>
<tr>
<td>CXL 4</td>
<td>0403</td>
<td>0199</td>
<td>COMMERCIAL UMBRELLA LIAB COVG</td>
</tr>
<tr>
<td>CXL 17</td>
<td>0403</td>
<td>1099</td>
<td>ASBESTOS EXCLUSION</td>
</tr>
<tr>
<td>CXL 28</td>
<td>0403</td>
<td>1019</td>
<td>CORPORAL PUNISHMENT EXCLUSION</td>
</tr>
<tr>
<td>CXL 63A</td>
<td>0403</td>
<td>0199</td>
<td>PROPERTY OF OTHERS EXCLUSION</td>
</tr>
<tr>
<td>CXL 103</td>
<td>0403</td>
<td>1019</td>
<td>AUTO LIABILITY LIMITATION</td>
</tr>
<tr>
<td>CXL 119</td>
<td>0403</td>
<td>1019</td>
<td>WATERCRAFT LIABILITY LIMITATION</td>
</tr>
<tr>
<td>CXL 132</td>
<td>0403</td>
<td>0199</td>
<td>PERSONAL &amp; ADVERTISING INJURY LIAB</td>
</tr>
<tr>
<td>CXL 211</td>
<td>0403</td>
<td>0199</td>
<td>EMPLOYEE BENEFITS LIABILITY LIMITATION</td>
</tr>
<tr>
<td>CXL 318</td>
<td>0403</td>
<td>0199</td>
<td>EXCLUSION - LEAD HAZARD</td>
</tr>
<tr>
<td>CXL 326</td>
<td>0403</td>
<td>0199</td>
<td>INDIANA CHANGES-CANC AND NONRENEWAL</td>
</tr>
<tr>
<td>CXL 383</td>
<td>0403</td>
<td>0199</td>
<td>FUNGI OR BACTERIA EXCLUSION</td>
</tr>
<tr>
<td>CXL 385</td>
<td>0403</td>
<td>0199</td>
<td>CAP ON LOSSES FROM CERT ACTS OF TERR</td>
</tr>
<tr>
<td>CXL 400</td>
<td>0403</td>
<td>0199</td>
<td>NUCLEAR ENERGY LIABILITY EXCLUSION END</td>
</tr>
<tr>
<td>CXL 425</td>
<td>0403</td>
<td>0199</td>
<td>ABUSE OR MOLESTATION LIAB COV EXCL</td>
</tr>
<tr>
<td>CXL 453</td>
<td>0403</td>
<td>0199</td>
<td>EXCL-EMPLOYMENT PRACTICES LIABILITY</td>
</tr>
<tr>
<td>CXL 459A</td>
<td>0403</td>
<td>0199</td>
<td>IN CHANGES-AMEND OF DEF OF POLLUTANTS</td>
</tr>
</tbody>
</table>

**NOTICE TO POLICYHOLDER:** All the forms and endorsements contained in this policy as of the “Schedule Effective Date” are listed above. Forms and endorsements added to the policy after this date will appear on a ‘Policy Changes’ endorsement. Please read your policy and all “Policy Changes” carefully.

**NOTE:** All applicable “IL” endorsements will be attached in the Common Section of the policy.
NOTICE TO POLICYHOLDER: All the forms and endorsements contained in this policy as of the “Schedule Effective Date” are listed above. Forms and endorsements added to the policy after this date will appear on a “Policy Changes” endorsement. Please read your policy and all “Policy Changes” carefully.

NOTE: All applicable “IL” endorsements will be attached in the Common Section of the policy.

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Policy Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>S 2033024</td>
<td>S 2033024</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Effective Date:</th>
<th>Schedule Effective Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUNE 28, 2021</td>
<td>JUNE 28, 2021</td>
</tr>
</tbody>
</table>

**THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL UMBRELLA COVERAGE PART:**

<table>
<thead>
<tr>
<th>Form Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CXL 462</td>
<td>COMMERCIAL UMBRELLA LIABILITY</td>
</tr>
<tr>
<td>IL 09 85</td>
<td>DISCL PURSUANT TO TERR RISK INS ACT</td>
</tr>
</tbody>
</table>
THIS ENDORSMENT 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.

SCHEDULE

<table>
<thead>
<tr>
<th>SCHEDULE — PART I</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Terrorism Premium (Certified Acts)</strong></td>
</tr>
<tr>
<td>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</td>
</tr>
<tr>
<td>INLAND MARINE COVERAGE PART</td>
</tr>
<tr>
<td>COMMERCIAL PROPERTY COVERAGE PART</td>
</tr>
<tr>
<td>GENERAL LIABILITY COVERAGE PART</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY COVERAGE PART</td>
</tr>
</tbody>
</table>

Additional information, if any, concerning the terrorism premium:

<table>
<thead>
<tr>
<th>SCHEDULE — PART II</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Federal share of terrorism losses</strong></td>
</tr>
<tr>
<td>(Refer to Paragraph B. in this endorsement.)</td>
</tr>
</tbody>
</table>

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 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.

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.

This endorsement modifies insurance provided under the following:

- CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
- EQUIPMENT BREAKDOWN 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

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
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.
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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”.

Copyright, ISO Properties, Inc., 2007
"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.
INDIANA CHANGES — WORKERS’ COMPENSATION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- Commercial Automobile Coverage Part
- Commercial General Liability Coverage Part
- Commercial Liability Umbrella Coverage Part
- Employment-Related Practices Liability Coverage Part
- Farm Liability Coverage Form
- Farm Umbrella Liability Policy
- 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

A. For insurance provided under the:
   - Commercial General Liability Coverage Part
   - Commercial Liability Umbrella Coverage Part
   - Employment-Related Practices Liability 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

The following is added to the Workers’ Compensation And Similar Laws Exclusion:

This exclusion also applies to any obligation of the insured under the Indiana Workers’ Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers’ compensation board showing that the contractor (or subcontractor) has complied with the applicable workers’ compensation insurance requirements.

B. For insurance provided under the Commercial Automobile Coverage Part, the following is added to the Workers’ Compensation Exclusion:

This exclusion also applies to any obligation of the “insured” under the Indiana Workers’ Compensation statutes arising out of the failure of the “insured” to exact from a contractor (or subcontractor if the “insured” is a contractor) a certificate from the workers’ compensation board showing that the contractor (or subcontractor) has complied with the applicable workers’ compensation insurance requirements.

C. For insurance provided under the Farm Liability Coverage Form and Farm Umbrella Liability Policy, the following is added to the Workers’ Compensation Or Similar Law Exclusion:

This exclusion also applies to any obligation of the “insured” under the Indiana Workers’ Compensation statutes arising out of the failure of the “insured” to exact from a contractor (or subcontractor if the “insured” is a contractor) a certificate from the workers’ compensation board showing that the contractor (or subcontractor) has complied with the applicable workers’ compensation insurance requirements.
INDIANA CHANGES — CONCEALMENT, MISREPRESENTATION OR FRAUD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART

A. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud
We will not pay for any loss or damage in any case of:
1. Concealment or misrepresentation of a material fact; or
2. Fraud committed by an insured ("insured") at any time and relating to a claim under this policy.

B. However, with respect to the Commercial Property and Farm Coverage Parts, Paragraph A. does not apply when a claim is made by an "innocent co-insured", provided:

1. The property loss or damage occurs to the primary residence of the "innocent co-insured" as covered under Building Coverage (for Commercial Property) or Coverage A or B (for Farm).
2. The "final settlement" for the property loss or damage is at least 60% of available insurance proceeds under the policy.

C. The following is added and supersedes any provision to the contrary:

1. Any payment made pursuant to Paragraph B. will be for:
   a. The actual cost of repair or replacement of the property that is the subject of the claim if the actual cost of repair or replacement is less than or equal to the maximum limit of coverage under the policy; or
   b. The maximum limit of coverage under the policy if the actual cost of repair or replacement of the property that is the subject of the claim is greater than the maximum limit of coverage under the policy.

2. Any payment made pursuant to Paragraph B. is limited to the following:
   a. An "innocent coinsured’s" ownership interest in the property, less any payments we make to a mortgagee or other lienholder with a secured interest in the property.
   b. We will not pay another coinsured for any part of the claim for which we have already paid to an "innocent coinsured".
   c. We will not pay an amount that is greater than the amount an "innocent coinsured" is entitled to under a decree of dissolution of marriage between the "innocent coinsured" and an individual described in Paragraphs D.1.a. or b.

D. As used in this endorsement, "innocent coinsured" is an insured ("insured") who:

1. Did not have knowledge of, cooperate in, or intentionally contribute to a property loss or damage that was caused or arranged by another individual who:
   a. Died in connection with the circumstances that caused the property loss or damage; or
   b. Has been charged with a crime based on a court finding that there is probable cause to believe that the individual committed the crime in connection with the circumstances that caused the property loss or damage;

2. Signs a sworn affidavit attesting that they did not have knowledge of, cooperate in, or intentionally contribute to the property loss or damage; and

3. Cooperates in the investigation and resolution of the claim for the property loss or damage, any police investigation related to the property loss or damage, and any criminal prosecution of the individual that caused or arranged the property loss or damage.
E. As used in this endorsement, “final settlement” is a determination:

1. Of the amount owed by us to an “innocent coinsured” under Building Coverage (for Commercial Property) or Coverage A or B (for Farm) under the policy and for property loss or damage to the “innocent coinsured’s” primary residence; and

2. Made by:
   a. Acceptance of a proof of loss by us;
   b. Execution of a release by the “innocent coinsured”;
   c. Acceptance of an arbitration award by the “innocent coinsured” and us; or

However, “final settlement” does not apply to loss or damage related to contents, personal property, or another loss that is not covered under Building Coverage (for Commercial Property) or Coverage A or B (for Farm) under this policy.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL PROPERTY — LEGAL LIABILITY COVERAGE PART
- COMMERCIAL PROPERTY — MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM*
- EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
- FARM LIABILITY 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

* Under the Mortgageholders Errors And Omissions Coverage Form, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- FARM COVERAGE PART

In this Coverage Part, any exclusion, limitation or other provision relating to pollutants ("pollutants"), or any amendment to or replacement of such exclusions, limitations or other provisions, applies whether or not the irritant or contaminant has any function in your business, operations, premises, site or location.
INDIANA CHANGES — CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- FARM UMBRELLA LIABILITY POLICY
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

(2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us; or

(3) 45 days before the effective date of cancellation if:

   a. There has been a substantial change in the scale of risk covered by this policy;

   b. Reinsurance of the risk associated with this policy has been cancelled; or

   c. You have failed to comply with reasonable safety recommendations.

B. The following is added to the Common Policy Conditions and supersedes any provision to the contrary.

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

a. The expiration date of this policy, if the policy is written for a term of one year or less; or

b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
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.
IDENTITY RECOVERY COVERAGE
IDENTITY THEFT CASE MANAGEMENT SERVICE AND
EXPENSE REIMBURSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement applies to:

COMMERCIAL PROPERTY COVERAGE PART
BUSINESSOWNERS COVERAGE PART
COMMERCIAL OUTPUT POLICY COVERAGE PART

The following is added as an Additional Coverage. If this is being endorsed onto a multi-section form, it is added to the Property section:

IDENTITY RECOVERY COVERAGE

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an “identity theft” involving the personal identity of an “identity recovery insured” under this policy; and
2. Such “identity theft” is first discovered by the “identity recovery insured” during the policy period for which this Identity Recovery Coverage is applicable; and
3. Such “identity theft” is reported to us within 60 days after it is first discovered by the “identity recovery insured.”

If all three of the requirements listed above have been met, then we will provide the following to the “identity recovery insured”:

1. Case Management Service
   Services of an “identity recovery case manager” as needed to respond to the “identity theft”; and
2. Expense Reimbursement
   Reimbursement of necessary and reasonable “identity recovery expenses” incurred as a direct result of the “identity theft.”

This coverage is additional insurance.

EXCLUSIONS

The following additional exclusions apply to this coverage:

We do not cover loss or expense arising from any of the following.

1. The theft of a professional or business identity.

2. Any fraudulent, dishonest or criminal act by an “identity recovery insured” or any person aiding or abetting an “identity recovery insured”, or by any authorized representative of an “identity recovery insured”, whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an “identity recovery insured” who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

3. An “identity theft” that is not reported in writing to the police.

LIMITS

Case Management Service is available as needed for any one “identity theft” for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement Coverage.

Expense Reimbursement Coverage is subject to a limit of $25,000 annual aggregate per “identity recovery insured.” Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all “identity thefts” to any one “identity recovery insured” which are first discovered by the “identity recovery insured” during the present annual policy period. If an “identity theft” is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such “identity theft” will be subject to the aggregate limit applicable to the policy period when the “identity theft” was first discovered.

Legal costs as provided under item d. of the definition of “identity recovery expenses” are part of, and not in addition to, the Expense Reimbursement Coverage limit.
Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of “identity recovery expenses” are jointly subject to a sublimit of $5,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the “identity theft” by the “identity recovery insured.”

Item g. (Mental Health Counseling) of the definition of “identity recovery expenses” is subject to a sublimit of $1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the “identity theft” by the “identity recovery insured.”

Item h. (Miscellaneous Unnamed Costs) of the definition of “identity recovery expenses” is subject to a sublimit of $1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the “identity theft” by the “identity recovery insured.”

DEDUCTIBLE
Case Management Service is not subject to a deductible. Expense Reimbursement Coverage is subject to a deductible of $250. Any one “identity recovery insured” shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

CONDITIONS
The following additional conditions apply to this coverage:

A. Help Line
For assistance, the “identity recovery insured” should call us for:
1. Information and advice for how to respond to a possible “identity theft”; and
2. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an “identity recovery insured” prior to a determination that a covered “identity theft” has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered “identity theft” has not occurred.

B. Services
The following conditions apply as respects any services provided by us or our designees to any “identity recovery insured” under this endorsement:

1. Our ability to provide helpful services in the event of an “identity theft” depends on the cooperation, permission and assistance of the “identity recovery insured.”

2. All services may not be available or applicable to all individuals. For example, “identity recovery insureds” who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.

3. We do not warrant or guarantee that our services will end or eliminate all problems associated with an “identity theft” or prevent future “identity thefts.”

DEFINITIONS
With respect to the provisions of this endorsement only, the following definitions are added:

1. “Identity Recovery Case Manager” means one or more individuals assigned by us to assist an “identity recovery insured” with communications we deem necessary for re-establishing the integrity of the personal identity of the “identity recovery insured.” This includes, with the permission and cooperation of the “identity recovery insured,” written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

2. “Identity Recovery Expenses” means the following when they are reasonable and necessary expenses that are incurred as a direct result of an “identity theft”:
   a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an “identity theft.”
   b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an “identity theft” or amend or rectify records as to your true name or identity as a result of an “identity theft.”
c. Costs for credit reports from established credit bureaus.

d. Fees and expenses for an attorney approved by us for the following:

(1) The defense of any civil suit brought against an “identity recovery insured.”

(2) The removal of any civil judgment wrongfully entered against an “identity recovery insured.”

(3) Legal assistance for an “identity recovery insured” at an audit or hearing by a governmental agency.

(4) Legal assistance in challenging the accuracy of the “identity recovery insured’s” consumer credit report.

(5) The defense of any criminal charges brought against an “identity recovery insured” arising from the actions of a third party using the personal identity of the “identity recovery insured.”

e. Actual lost wages of the “identity recovery insured” for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

f. Actual costs for supervision of children or elderly or infirm relatives or dependents of the “identity recovery insured” during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the “identity recovery insured.”

g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the “identity recovery insured.”

h. Any other reasonable costs necessarily incurred by an “identity recovery insured” as a direct result of the “identity theft.”

(1) Such costs include:

(A) Costs by the “identity recovery insured” to recover control over his or her personal identity.

(B) Deductibles or service fees from financial institutions.

(2) Such costs do not include:

(A) Costs to avoid, prevent or detect “identity theft” or other loss.

(B) Money lost or stolen.

(C) Costs that are restricted or excluded elsewhere in this endorsement or policy.

3. “Identity Recovery Insured” means the following:

a. When the entity insured under this policy is a sole proprietorship, the “identity recovery insured” is the individual person who is the sole proprietor of the insured entity.

b. When the entity insured under this policy is a partnership, the “identity recovery insureds” are the current partners.

c. When the entity insured under this policy is a corporation or other organization, the “identity recovery insureds” are all individuals having an ownership position of 20% or more of the insured entity. However, if and only if there is no one who has such an ownership position, then the “identity recovery insured” shall be:

(1) The chief executive of the insured entity.

(2) As respects a religious institution, the senior ministerial employee.

(3) As respects a school, school district or municipality, the senior administrator.

(4) As respects a not-for-profit corporation or other organization, which is not a religious institution, municipality, school, or school district, the executive director of the insured entity or the chairperson of the insured entity’s board of directors.

An “identity recovery insured” must always be an individual person. The entity insured under this policy is not an “identity recovery insured.”

4. “Identity Theft” means the fraudulent use of the social security number or other method of identifying an “identity recovery insured.” This includes fraudulently using the personal identity of an “identity recovery insured” to establish credit accounts, secure loans, enter into contracts or commit crimes.

“Identity theft” does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

All other provisions of this policy apply.
EXCLUSION — LEAD HAZARD

THIS EXCLUSION CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESSOWNERS COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- FARM COVERAGE PART
- AUTO DEALERS COVERAGE PART
- GARAGE POLICY (VIRGINIA ONLY)
- OWNERS and CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE and HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

This insurance does not apply to:

a. “Bodily injury” arising out of the ingestion, inhalation or absorption of lead in any form;

b. “Property damage” or “personal and advertising injury” arising from the presence of lead in any form; or

c. Any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize lead in any form;

at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.
ASBESTOS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
BUSINESSOWNERS COVERAGE PART
CAUSES OF LOSS — BASIC FORM
CAUSES OF LOSS — BROAD FORM
CAUSES OF LOSS — SPECIAL FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE PART
MOTOR CARRIER COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCT/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, “asbestos,” including inhalation, ingestion, irritation, absorption or other similar physical exposure to “asbestos.” Such presence of, or exposure to, “asbestos” includes, but is not limited to:

a. structures or manufacturing processes containing “asbestos”;
b. the disposal of “asbestos” or goods, products or materials containing “asbestos”;
c. the storing or presence of “asbestos” or goods, products or materials containing “asbestos”; or
d. the removal of “asbestos” from any goods, products, materials, structures or manufacturing processes,

whether or not such “asbestos” is airborne.

2. We shall have no obligation under this coverage part:

a. to investigate, settle or defend any claim or “suit” against any “insured” alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, “asbestos”; or

b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from “asbestos”; or

3. “Asbestos” includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.
**Commercial Property Coverage Declaration**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>1</td>
<td>BUILDING</td>
<td>$752,702</td>
<td>SPECIAL</td>
<td>90%</td>
<td>$1,000</td>
<td>ACV</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>BPP INCL STOCK</td>
<td>$32,120</td>
<td>SPECIAL</td>
<td>80%</td>
<td>$1,000</td>
<td>RC</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>BPP INCL STOCK</td>
<td>$5,747</td>
<td>SPECIAL</td>
<td>80%</td>
<td>$1,000</td>
<td>RC</td>
<td></td>
</tr>
</tbody>
</table>

**Coverage — Blanket Locations**

<table>
<thead>
<tr>
<th>Prem. No.</th>
<th>Bldg. No.</th>
<th>Coverage</th>
<th>Rating Value</th>
<th>Covered Cause of Loss</th>
<th>Coins</th>
<th>Deductible</th>
<th>Valuation</th>
<th>Inflation Guard</th>
<th>Blanket ID #</th>
</tr>
</thead>
</table>

**Business Income**

|-----------|-----------|---------------|--------------------|-------------------------|-------|-----------------------------|--------------------------|-----------------------------|--------------|

**Blanket Coverage**

<table>
<thead>
<tr>
<th>Blanket ID #</th>
<th>Blanket Group</th>
<th>Total Blanket Limit</th>
</tr>
</thead>
</table>

**Extra Expense**

|-----------|-----------|--------------------|--------------------|-----------|-----------|-------|--------------------|

**Forms and Endorsements:**

Refer to “Commercial Policy Forms and Endorsement Schedule”

CP-7026 (06/17)
<table>
<thead>
<tr>
<th>Prem. No.</th>
<th>Bldg. No.</th>
<th>Mortgage Holder Name and Address</th>
</tr>
</thead>
</table>

Policy Effective Date: **JUNE 28, 2021**

Schedule Effective Date: **JUNE 28, 2021**
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
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.
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.
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.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>$250</td>
</tr>
<tr>
<td>Limit of Insurance - Building 1:</td>
<td>$60,000</td>
</tr>
<tr>
<td>Limit of Insurance - Building 2:</td>
<td>$80,000</td>
</tr>
<tr>
<td>Loss to Building 1:</td>
<td>$60,100</td>
</tr>
<tr>
<td>Loss to Building 2:</td>
<td>$90,000</td>
</tr>
</tbody>
</table>

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:

\[
\begin{align*}
  \text{Loss Payable - Building 1} &= \text{Loss to Building 1} - \text{Deductible} \\
  &= 60,100 - 250 \\
  &= 59,850
\end{align*}
\]

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:

\[
\begin{align*}
  \text{Total amount of loss payable} &= \text{Loss Payable - Building 1} + \text{Loss Payable - Building 2} \\
  &= 59,850 + 80,000 \\
  &= 139,850
\end{align*}
\]

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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss to Building 1:</td>
<td>$70,000</td>
</tr>
<tr>
<td>(Exceeds Limit of Insurance plus Deductible)</td>
<td></td>
</tr>
<tr>
<td>Loss to Building 2:</td>
<td>$90,000</td>
</tr>
<tr>
<td>(Exceeds Limit of Insurance plus Deductible)</td>
<td></td>
</tr>
<tr>
<td>Loss Payable - Building 1:</td>
<td>$60,000</td>
</tr>
<tr>
<td>(Limit of Insurance)</td>
<td></td>
</tr>
<tr>
<td>Loss Payable - Building 2:</td>
<td>$80,000</td>
</tr>
<tr>
<td>(Limit of Insurance)</td>
<td></td>
</tr>
<tr>
<td>Total amount of loss payable:</td>
<td>$140,000</td>
</tr>
</tbody>
</table>

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 you and we 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 x 80% = $200,000
(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
Step (2): $100,000 / $200,000 = .50
Step (3): $40,000 x .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 x 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: $ 75,000

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: $ 20,000

Step (1): $250,000 x 90% = $225,000
(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage and to avoid the penalty shown below)
Step (2): $180,000 / $225,000 = .80
Step (3): $50,000 x .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;
      (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 0.08 \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, alkanes, 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 COVERAGE

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 addi-tional 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 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.
1. 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.
EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

COMMERCIAL PROPERTY
CP 01 40 07 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

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. Unless SECTION C or SECTION D of this endorsement applies, the Transfer Of Rights Of Recovery Against Others To Us Condition is replaced by the following:

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. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment 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.

C. The Transfer Of Rights Of Recovery Against Others To Us Condition in the Legal Liability Coverage Form is replaced by the following:

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. Our right to recover damages may be enforced even if you have not been fully compensated for damages.

You must do nothing after loss to impair our rights to recover all or part of any payment we have made under this Coverage Form. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.

D. The Transfer Of Rights Of Recovery Against Others To Us Condition in the Mortgageholders Errors And Omissions Coverage Form is replaced by the following:

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. Under COVERAGES A and B, if any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment 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:

a. Prior to a loss to your Covered Property.
b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:
   
   (a) Owned or controlled by you; or
   
   (b) That owns or controls you; or

(3) Your tenant.

This will not restrict your insurance.

2. Under COVERAGES C and D, if you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. Our right to recover damages may be enforced even if you have not been fully compensated for damages.

You must do nothing after loss to impair our rights to recover all or part of any payment we have made under this Coverage Form. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.
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.

l. 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.

Copyright, Insurance Services Office, Inc., 2016
(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.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SECTION — I

The following is added as an Additional Coverage to the Causes of Loss — Basic Form, Broad Form or Special Form.

A. 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. Artifically 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 $250,000 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 $250,000 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 $250,000 unless otherwise shown in a Schedule or the Spoilage Limit endorsement.

d. 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, propane 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) Unless otherwise shown in a Schedule, 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 the Systems Power Pac Deductible Endorsement as provided for in SECTION — II, Paragraph A., 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.

e. 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 Business Income deductible is shown in the Systems Power Pac Deductible Endorsement as provided for in SECTION — II, Paragraph A., then as respects Equipment Breakdown coverage, the “period of restoration” will begin immediately after the “accident,” and the deductible shown in the Deductible Endorsement 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.

f. Animals

We will pay for the loss of or damage to animals owned by others and boarded by you, or if owned by you, only as “stock” while inside of the building and then only if they are killed or their destruction is made necessary.

The most we will pay for loss under this coverage is $250,000 unless otherwise shown in a Schedule.
B. 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.

1. The following exclusions are modified:

   a. 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. But if an “accident” results, we will pay for the resulting loss, damage or expense.

   b. 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.

   c. 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.”

2. The following exclusions are added:

   a. We will not pay under this endorsement for loss, damage or expense caused by or resulting from:

      (1) 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

      (2) Any of the following:

         (a) 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

         (b) 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.”

3. 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.

4. 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.

5. 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.

6. We will not pay under this endorsement for any loss or damage to animals, except as provided under A.2.f. Animals.

C. DEFINITIONS

The following are added to G. DEFINITIONS:

1. “Boilers and vessels” means:

   a. Any boiler, including attached steam, condensate and feedwater piping; and

   b. 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.
2. “Covered equipment”
   a. “Covered equipment” means unless otherwise specified in a Schedule, Covered Property:
      (1) That generates, transmits or utilizes energy; or
      (2) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
   b. None of the following is “covered equipment”:
      (1) Structure, foundation, cabinet, compartment or air supported structure or building;
      (2) Insulating or refractory material;
      (3) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler system;
      (4) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
      (5) “Vehicle” or any equipment mounted on a “vehicle”;
      (6) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
      (7) Dragline, excavation or construction equipment;
      (8) Equipment manufactured by you for sale;
      (9) Electronic data processing equipment, unless used to operate or control “covered equipment.” Electronic Data Processing Equipment includes programmable electronic equipment that is used to store, retrieve and process data; and associated peripheral equipment.

3. “Data” means information or instructions stored in digital code capable of being processed by machinery.

4. “Hazardous substance” means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

5. “Media” means material on which “data” is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

6. “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.”

7. “Perishable goods” means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

8. “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.

9. “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.”

SECTION — II
The Building and Personal Property Coverage Form is amended as follows.

The definitions stated above also apply to Section II of this endorsement.

A. DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown on the Systems Power Pac Deductible Endorsement. 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:
1. Deductibles for Each Coverage
   a. Unless the Deductible Endorsement indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."
   b. 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 Deductible Endorsement. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
   c. 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.

2. Direct and Indirect Coverages
   a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Deductible Endorsement.
   b. Unless more specifically indicated in the Deductible Endorsement:
      (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
      (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

3. Application of Deductibles
   a. 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 Deductible Endorsement. 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.

b. Time Deductible
   If a time deductible is shown in the Deductible Endorsement, 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.

c. 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 Deductible Endorsement will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

d. 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.
B. CONDITIONS

The Building and Personal Property Coverage Form and the Common Policy Conditions are amended as follows:

1. 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:
   a. Your last known address; or
   b. 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.

2. 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. We do not warrant that conditions are safe or healthful.

3. 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.

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.
COMMERCIAL LIABILITY COVERAGE DECLARATION

Policy Effective Date: JUNE 28, 2021
Coverage Effective Date: JUNE 28, 2021

Business of Named Insured: NOT FOR PROFIT THEATRE

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

<table>
<thead>
<tr>
<th>Coverage Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
</tr>
<tr>
<td>General Aggregate Limit (Other Than Products-Completed Operations)</td>
</tr>
<tr>
<td>Products-Completed Operations -- Aggregate Limit</td>
</tr>
<tr>
<td>Personal and Advertising -- Injury Limit</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
</tr>
<tr>
<td>Damage To Premises Rented To You Limit -- Any One Premises</td>
</tr>
<tr>
<td>Medical Expense Limit -- Any One Person</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Classification</th>
<th>Class Code</th>
<th>Premium Basis</th>
<th>Premises - Operations</th>
<th>Products - Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELITEPAC GENERAL LIABILITY EXTENSION ENDORSEMENT</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TERRORISM</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Managers/Operator of Premises</td>
<td>20735</td>
<td>135.000</td>
<td>$135.00</td>
<td></td>
</tr>
<tr>
<td>LOCATION #001 BUILDING #001 THEATERS NOT FOR PROFIT ONLY (T-506)</td>
<td>49185</td>
<td>10,000 (M)</td>
<td>91.818</td>
<td>INCL.</td>
</tr>
<tr>
<td>SCHOOLS NOT FOR PROFIT ONLY (T-506)</td>
<td>67513</td>
<td>1,800 (A)</td>
<td>129.557</td>
<td>INCL.</td>
</tr>
<tr>
<td>LOCATION #002 BUILDING #001 WAREHOUSES OCCUPIED BY SINGLE INTEREST (T-506)</td>
<td>68703</td>
<td>15,600 (A)</td>
<td>12.098</td>
<td>INCL.</td>
</tr>
<tr>
<td>LOCATION #003 BUILDING #001 VACANT LAND OTHER THAN NOT FOR PROFIT (T-506)</td>
<td>49451</td>
<td>1 (T13)</td>
<td>2.288</td>
<td>INCL.</td>
</tr>
<tr>
<td>LOCATION #004 BUILDING #001 SECONDHAND OR SALVAGE DEALERS (T-506) PREM. ADJUSTED TO MEET MIN.</td>
<td>16881</td>
<td>25,000 (S)</td>
<td>5.560</td>
<td>1.009</td>
</tr>
<tr>
<td>Minimum Premium</td>
<td>$243.00</td>
<td>$360.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Premium and Rate Legend</th>
</tr>
</thead>
<tbody>
<tr>
<td>(T13) Land</td>
</tr>
<tr>
<td>(M) Admissions</td>
</tr>
<tr>
<td>(A) Area</td>
</tr>
<tr>
<td>(S) Gross Sales</td>
</tr>
</tbody>
</table>

Forms and Endorsements:
Refer to “Commercial Policy Forms and Endorsement Schedule”

Total Advance Premium
$2,091.00
(This premium may be subject to adjustment.)
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Designation Of Premises (Part Leased To You):</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAREHOUSE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name Of Person(s) Or Organization(s) (Additional Insured):</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABBY THOMAS</td>
</tr>
<tr>
<td>4000 E. BRISTOL ST</td>
</tr>
<tr>
<td>ELKHART, IN 46514</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Premium: INCLUDED</th>
</tr>
</thead>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II — Who Is An Insured**
   - includes as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and 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.
       2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.
   - 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.
# INDIANA CHANGES — AMENDMENT OF DEFINITION OF POLLUTANTS

**POLICY NUMBER:** COMMERCIAL GENERAL LIABILITY

**CG 24 28 02 08**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCT WITHDRAWAL COVERAGE FORM

## SCHEDULE

| Specifically identified substances or materials | a. Petroleum, or petroleum distillates, derivatives or constituents; |
|                                               | b. Fuels and fuel additives, whether or not petroleum based, including but not limited to aviation fuel, fuel oil, gasoline, diesel fuel, diesel range organics, Bunker C, kerosene, methyl tert-butyl ether (MTBE), propane, butane and natural gas; |
|                                               | c. Antifreeze and other coolants, brake fluid, cutting oils and other metal working fluids, grease, lubricants, hydraulic fluid, motor oil, transmission fluid and other vehicle or machinery operating fluids, whether or not petroleum based; |
|                                               | d. Adhesives, coal tar, dry cleaning chemicals, exhaust gases, herbicides, insecticides or pesticides, manufactured gas plant byproducts (MGP), mineral spirits, silt, sewage, sludge, stoddard solvents, other solvents, tar and transformer fluids; |
|                                               | e. Alcohols, aldehydes, aliphatics, bromated fluorocarbons, chlorofluorocarbons, chlorinated fluorocarbons (CFCs), CFC 113, chlorinated hydrocarbons, dioxins, esthers, freon, glycols, ketones, nitrates, phenols, polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated dibenzodioxins, ethylene glycol, methanol, ethanol, isopropyl alcohol and propylene glycol; |
|                                               | f. Toxic metals, semi-metals and their oxides; |
|                                               | g. Substances listed below: Acrylonitrile, aluminum, ammonia, antimony, anthracene, aroclor, arsenic, barium, benzene, benzo(a)pyrene, beryllium, 1-bromopropane, 2-butoxyethanol, cadmium, carbon monoxide, carbon tetrachloride, chlorine, chloroform, chromium, cobalt, copper, cresol, cyanide, dichlorobenzene, dichloroethane, dichloroethylene (DCE), dichloromethane, dieldrin, ethylbenzene, ethylene dichloride, ethyl tert-butyl ether, hexachlorocyclohexane (BCH), hexadioxin, hexavalent chromium, hexylene glycol, lead, manganese, mercury, methylene chloride, methylene chloroform, methyl isobutyl ketone, methyl ethyl ketone, naphtha, naphthalene, n-butyl acetate, nickel, pentachlorophenol, perchloroethylene (PCE: PERC), peroxides, phosphates, phosphorus, plutonium, selenium, styrene, sulfate, tert-butyl alcohol, tertiary-amyl methyl ether (TAME), tetrachloroethane, tetrachloroethylene, tetrachlorodibenzo-p-dioxin (TCDD), toluene, trichlorobenzene, trichloroethane (TCA), trichloroethylene (TCE), thallium, thorium, tin, toxaphene, uranium, vinyl chloride, xylene, zinc; or |
|                                               | h. Substances regulated or listed under any of the following: |
|                                               |   (1) CERCLA (the Comprehensive Environmental Response, Compensation, and Liability Act) 1997 and all subsequent editions; |
|                                               |   (2) The Agency for Toxic Substances and Disease Registry ToxFAQs; |
|                                               |   (3) U.S. Environmental Protection Agency EMCI Chemical References Complete Index; |
|                                               |   (4) IC 13 |
|                                               |   (5) Title 42 of the United States Code; |
|                                               |   (6) Substances required to be identified by the Indiana Department of Environmental Management and Occupational Safety Heath Act (OSHA); or |
|                                               |   (7) Substances on Safety Data Sheets applicable to your operations. |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
The definition of “pollutants” is replaced by the following:
“Pollutants” means any substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any substances or materials identified in the Schedule. Waste includes materials to be recycled, reconditioned or reclaimed.

The definition of “pollutants” applies whether or not the irritant or contaminant has any function in your business, operations, premises, site or location.
DESIGNATED LOCATION(S)
GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2033024

COMMERCIAL GENERAL LIABILITY
CG 25 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, EACH
DESIGNATED LOCATION LISTED ON THE SCHEDULE OF LOCATIONS
SHOWN ON THE DECLARATION PAGE FOR THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally
obligated to pay as damages caused by “occur-
rences” under Section I — Coverage A, and for all
medical expenses caused by accidents under Section
I — Coverage C, which can be attributed only to
operations at a single designated “location” shown in
the Schedule above:

1. A separate Designated Location General Agg-
erate Limit applies to each designated “location”,
and that limit is equal to the amount of the
General Aggregate Limit shown in the
Declarations.

2. The Designated Location General Aggregate
Limit is the most we will pay for the sum of all
damages under Coverage A, except damages
because of “bodily injury” or “property damage”
included in the “products-completed operations
hazard”, and for medical expenses under
Coverage C regardless of the number of:
   a. Insureds;
   b. Claims made or “suits” brought; or
   c. Persons or organizations making claims or
      bringing “suits”.

3. Any payments made under Coverage A for dam-
age or under Coverage C for medical expenses
shall reduce the Designated Location General
Aggregate Limit for that designated “location”.
Such payments shall not reduce the General
Aggregate Limit shown in the Declarations nor
shall they reduce any other Designated Location
General Aggregate Limit for any other designated
“location” shown in the Schedule above.

4. The limits shown in the Declarations for Each
Occurrence, Damage To Premises Rented To
You and Medical Expense continue to apply.
However, instead of being subject to the General
Aggregate Limit shown in the Declarations, such
limits will be subject to the applicable Designated
Location General Aggregate Limit.

B. For all sums which the insured becomes legally
obligated to pay as damages caused by “occur-
rences” under Section I — Coverage A, and for all
medical expenses caused by accidents under Section
I — Coverage C, which cannot be attributed only to
operations at a single designated “location” shown in
the Schedule above:

1. Any payments made under Coverage A for dam-
age or under Coverage C for medical expenses
shall reduce the amount available under the
General Aggregate Limit or the Products-com-
pleted Operations Aggregate Limit, whichever is
applicable; and

2. Such payments shall not reduce any Designated
Location General Aggregate Limit.

C. When coverage for liability arising out of the
“products-completed operations hazard” is provided,
any payments for damages because of “bodily injury”
or “property damage” included in the “products-com-
pleted operations hazard” will reduce the Products-
completed Operations Aggregate Limit, and not
reduce the General Aggregate Limit nor the Desig-
nated Location General Aggregate Limit.
D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

“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.

E. The provisions of SECTION III — Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
PRODUCT RECALL
EXPENSE COVERAGE ENDORSEMENT

POLICY NUMBER: s 2033024
COMMERCIAL GENERAL LIABILITY
CG 79 35 07 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

SUB-LIMITS OF INSURANCE:

“Product Recall Expense”

Per Occurrence: $25,000
Annual Aggregate: $50,000

“Additional Covered Expenses”

The “Additional Covered Expenses” Per Occurrence and Annual Aggregate Limit is equal to 50% of the above “Product Recall Expense” Limit.

DEDUCTIBLE: N/A

COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS:

THIS ENDORSEMENT ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED “PRODUCT RECALL”. THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

A. The following is added to SECTION I — COVERAGES:

SECTION I — LIMITED PRODUCT RECALL EXPENSE COVERAGE

1. Insuring Agreement

a. We will reimburse you for “Product Recall Expense” and “Additional Covered Expenses” incurred by you because of a ”product recall” to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III — LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

b. This insurance applies to a “product recall” only if the “product recall” is initiated in the “coverage territory” during the policy period because:

(1) You determine that the “product recall” is necessary; or

(2) An authorized government entity has ordered you to conduct a “product recall”.

Includes copyrighted material of ISO Properties, Inc., with its permission.
c. We will reimburse you for “Product Recall Expense” and “Additional Covered Expenses” only if:
   (1) These expenses are incurred within one year of the date the “product recall” was initiated;
   (2) These expenses are reported to us within one year of the date the expenses were incurred; and
   (3) The product that is the subject of the “product recall” is not listed in the “COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS” entry in the SCHEDULE above.

d. The initiation of a “product recall” will be deemed to have been made only at the earliest of the following times:
   (1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a “product recall”. This applies regardless of whether the determination to conduct a “product recall” is made by you or is requested by a third party; or
   (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a “product recall”.

e. “Product Recall Expense” or “Additional Covered Expenses” incurred to recall “your products” which contain the same or substantially similar “defects” will be deemed to have arisen out of the same “product recall”.

2. Exclusions

This insurance does not apply to “Product Recall Expense” or “Additional Covered Expenses” arising out of:

a. Any “product recall” initiated due to the failure of “your product” to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause “bodily injury” or “property damage” to tangible property other than “your product”.

b. Any “product recall” initiated due to copyright, patent, trade secret, trade dress, trade name or trademark infringements, or any other intellectual property laws.

c. Any “product recall” initiated due to transformation of a chemical nature, deterioration or decomposition of “your product”. This exclusion does not apply if it is caused by:
   (1) An error in manufacturing, design, or processing;
   (2) Transportation of “your product”; or
   (3) “Product tampering”.

d. Any “product recall” initiated due to expiration of the designated shelf life of “your product”.

e. A “product recall”, initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers”, prior to the date when this Coverage Part was first issued to you or prior to the time “your product” leaves your control or possession.

f. A recall of any specific products for which “bodily injury” or “property damage” is excluded under Coverage A — Bodily Injury And Property Damage Liability by endorsement.

g. A recall when “your product” or a component contained within “your product” has been:
   (1) Banned from the market by an authorized government entity prior to the policy period; or
   (2) Distributed or sold by you subsequent to any governmental ban.

h. The defense of a claim or “suit” against you for liability arising out of a “product recall”.

i. Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

j. Any loss, cost or expense due to any:
   (1) Request, demand, order, 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".

k. Liability assumed by you in any contract or agreement.

l. Damages or expenses arising out of the violation of any government regulation.

m. Any unauthorized change in "your product" after it leaves your possession or control. This exclusion does not apply to a covered "product recall" due to "product tampering."

n. Redistribution or replacement of "your product" which has been recalled by like products or substitutes.

o. Caprice or whim of the insured.

p. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

q. Willful, dishonest, fraudulent, criminal or malicious acts.

B. For the purposes of this endorsement, SECTION III — LIMITS OF INSURANCE is replaced by the following:

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the SCHEDULE are Sub-Limits and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. "Product recalls" initiated; or
   c. Number of "your products" withdrawn.

2. If there are no amounts shown in the SCHEDULE, these Sub-Limits will apply:
   a. "Product Recall Expense":
      - Per Occurrence $25,000
      - Annual Aggregate $25,000
   b. "Additional Covered Expense": The Per Occurrence and Annual Aggregate is 50% of the "Product Recall Expense" Per Occurrence and Annual Aggregate limit.

3. The most we will pay for "Product Recall Expense" during any policy period is the Annual Aggregate Sub-Limit shown on this endorsement's SCHEDULE.

4. The most we will pay for "Additional Covered Expenses" during any policy period is 50% of the "Product Recall Expense" Annual Aggregate Sub-Limit on this endorsement's SCHEDULE.

5. Deductible Provision
   a. Deductible
      We will only pay for the amount of "Product Recall Expense" and "Additional Covered Expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "product recall." The Limits of Insurance will not be reduced by the amount of this deductible.
      We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit." Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Limits of Insurance 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.

C. For the purposes of this endorsement, the Duties In The Event Of Occurrence, Claim Or Suit Condition under SECTION IV — CONDITIONS is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Recall"
   a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product recall". To the extent possible, notice should include:
      (1) How, when and where the "defect" was discovered;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Includes copyrighted material of ISO Properties, Inc., with its permission.
b. If a "product recall" is initiated, you must:
   (1) Immediately record the specifics of the "product recall" and the date it was initiated; and
   (2) Notify us as soon as practicable.
   You must see to it that we receive written notice of the "product recall" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product recall". Any financial gain or salvage recovery you receive or may be entitled to receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "Product Recall Expense" and "Additional Covered Expenses".

d. You and any others involved insured must:
   (1) Immediately send us copies of pertinent correspondence received in connection with the "product recall";
   (2) Authorize us to obtain records and other information; and
   (3) Cooperate with us in our investigation of the "product recall".

D. For the purposes of this endorsement, the following condition is added to SECTION IV — CONDITIONS:

Concealment Or Fraud

We will not provide coverage under SECTION I of this endorsement to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or
2. Intentionally concealed or misrepresented a material fact concerning a "product recall" or "Product Recall Expenses" or "Additional Covered Expenses" incurred by you under SECTION I of this endorsement.

E. The following definitions are added to SECTION V — DEFINITIONS:

1. "Additional Covered Expenses" includes reimbursement to the named insured for "customer consequential loss of profit expense", "cost to replace", "good faith advertising".

2. “Customer consequential loss of profit expense” means the loss of financial gain incurred by your direct customers as a consequence of the “product recall” of “your product” or the “product recall” of their product because their product incorporated “your product.”

3. “Cost to replace” means the cost to produce or acquire a like replacement product, including the cost to return “your product” to the purchaser, not to exceed the cost of goods sold. This also includes the cost of unsold finished stock but only if your product cannot be repaired, reconditioned, decontaminated or made marketable.

4. “Good faith advertising” means those advertising costs you pay for the specific purpose of regaining customer approval or faith in “your product.”

5. “Defect” means a defect, deficiency or inadequacy that creates a dangerous condition.

6. “Product tampering” is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

   When “product tampering” is known, suspected or threatened, a “product recall” will be limited to those batches of "your product" which are known or suspected to have been tampered with.

   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.

7. "Product recall" means the recall or withdrawal:

   a. From the market; or
   b. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected defects in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".
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.

8. “Product Recall Expense” means those reasonable expenses, listed below, paid on a reimbursement basis and directly related to a “product recall”:
   a. Costs of advertising;
   b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
   c. Costs of overtime paid to your regular nonsalaried employees and costs incurred by your employees, including costs of transportation and accommodations;
   d. Costs of hiring independent contractors and other temporary employees;
   e. Costs of transportation, shipping or packaging;
   f. Costs of warehouse or storage space; or
   g. Costs of proper disposal of “your products”, or products that contain “your products”, that can not be reused, not exceeding your purchase price or your cost to produce the products.
   h. Inspection and testing of “your products” to determine whether or not they may be subject to a “product recall”.
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 — COVERAGE

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.
   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”.

Copyright, Insurance Services Office, Inc., 2012
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”.
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”.

Copyright, Insurance Services Office, Inc., 2012
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 “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your shareholders are also insureds, but only with respect to their liability as stockholders.

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
   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.
   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 representa-
tions 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 Cov-
eroage 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 support-
ers 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 compul-
sory or financial responsibility law or other motor
vehicle insurance law where it is licensed or prin-
cipally garaged.

However, “auto” does not include “mobile equipment”.

3. “Bodily injury” means bodily injury, sickness or dis-
ease 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 territo-
ries 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 elec-
tronic 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 uncontrolla-
ble 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 con-
tact 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.
   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.
EXCLUSION — ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY — WITH LIMITED BODILY INJURY EXCEPTION

COMMERCIAL GENERAL LIABILITY
CG 21 06 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

However, unless Paragraph (1) above applies, this exclusion does not apply to 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.

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.
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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 or damage.

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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.
EXCLUSION — CORPORAL PUNISHMENT

COMMERCIAL GENERAL LIABILITY
CG 22 30 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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” to your student arising out of any corporal punishment administered by or at the direction of any insured.
## SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

### DESCRIPTION

<table>
<thead>
<tr>
<th>Description</th>
<th>Page Found</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Insureds - Primary and Non-Contributory Provision</td>
<td>Page 8</td>
</tr>
<tr>
<td>Blanket Additional Insureds - As Required By Contract</td>
<td>Page 5</td>
</tr>
<tr>
<td>- Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)</td>
<td></td>
</tr>
<tr>
<td>- Lessors of Leased Equipment</td>
<td></td>
</tr>
<tr>
<td>- Managers or Lessors of Premises</td>
<td></td>
</tr>
<tr>
<td>- Mortgagees, Assignees and Receivers</td>
<td></td>
</tr>
<tr>
<td>- Any Other person or organization other than a joint venture</td>
<td></td>
</tr>
<tr>
<td>- Grantors of Permits</td>
<td></td>
</tr>
<tr>
<td>Broad Form Vendors Coverage</td>
<td>Page 7</td>
</tr>
<tr>
<td>Damage To Premises Rented To You (Including Fire, Lightning or Explosion)</td>
<td>Page 3</td>
</tr>
<tr>
<td>Electronic Data Liability ($100,000)</td>
<td>Page 4</td>
</tr>
<tr>
<td>Employee Definition Amended</td>
<td>Page 9</td>
</tr>
<tr>
<td>Employees As Insureds Modified</td>
<td>Page 5</td>
</tr>
<tr>
<td>Employer's Liability Exclusion Amended (Not applicable in New York)</td>
<td>Page 3</td>
</tr>
<tr>
<td>Incidental Malpractice Exclusion modified</td>
<td>Page 7</td>
</tr>
<tr>
<td>Knowledge of Occurrence, Claim, Suit or Loss</td>
<td>Page 7</td>
</tr>
<tr>
<td>Liberalization Clause</td>
<td>Page 8</td>
</tr>
<tr>
<td>Mental Anguish Amendment (Not applicable to New York)</td>
<td>Page 9</td>
</tr>
<tr>
<td>Newly Formed or Acquired Organizations</td>
<td>Page 5</td>
</tr>
<tr>
<td>Non-Owned Aircraft</td>
<td>Page 3</td>
</tr>
<tr>
<td>Non-Owned Watercraft (under 60 feet)</td>
<td>Page 3</td>
</tr>
<tr>
<td>Not-for-profit Members - as additional insureds</td>
<td>Page 5</td>
</tr>
<tr>
<td>Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)</td>
<td>Page 8</td>
</tr>
<tr>
<td>Products Amendment (Medical Payments)</td>
<td>Page 4</td>
</tr>
<tr>
<td>Supplementary Payments Amended - Bail Bonds ($5,000) and Loss of Earnings ($1,000)</td>
<td>Page 4</td>
</tr>
<tr>
<td>Two or More Coverage Parts or Policies Issued By Us</td>
<td>Page 8</td>
</tr>
<tr>
<td>Unintentional Failure to Disclose Hazards</td>
<td>Page 8</td>
</tr>
<tr>
<td>Waiver of Transfer of Rights of Recovery (subrogation)</td>
<td>Page 8</td>
</tr>
<tr>
<td>When Two or More Coverage Parts of this Policy Apply to a Loss</td>
<td>Page 3</td>
</tr>
</tbody>
</table>
This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer’s Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. Employer’s Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This exclusion also does not apply to any “temporary worker”.

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for “bodily injury” or “property damage” that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

B. The following is added to Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for “bodily injury” or “property damage” that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

Damage To Premises Rented To You

A. The last paragraph of Paragraph 2. Exclusions under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.
B. Paragraph 6. under SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, 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 caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. “Insured contract” under SECTION V - DEFINITIONS is deleted in its entirety and replaced with the following:

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, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an “insured contract”;

Electronic Data Liability

A. Exclusion p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced with the following:

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 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” that does not result from physical injury to tangible property.

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.

B. The following paragraph is added to SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the most we will pay under COVERAGE A for “property damage” because of all loss of “electronic data” arising out of any one “occurrence” is a sub-limit of $100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion a. Any Insured under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

a. Any Insured
To any insured.

This exclusion does not apply to:

(1) “Not-for-profit members”;

(2) “Golfing facility” members who are not paid a fee, salary, or other compensation; or

(3) “Volunteer workers”.

This exclusion exception does not apply if COVERAGE C MEDICAL PAYMENTS is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. Products-Completed Operations Hazard under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to “your products” sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if COVERAGE C MEDICAL PAYMENTS is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
B. Subparagraph 1.d. under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is deleted in its entirety and replaced with the following:

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 $1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to SECTION II - WHO IS AN INSURED:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your “not-for-profit members”.

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph 2.a.(1)(a) under SECTION II - WHO IS AN INSURED does not apply to "bodily injury" to a “temporary worker” caused by a co-“employee” who is not a "temporary worker".

B. Subparagraph 2.a.(2) under SECTION II - WHO IS AN INSURED does not apply to “property damage” to the property of a “temporary worker” or "volunteer worker" caused by a co-“employee” who is not a “temporary worker” or "volunteer worker”.

C. Subparagraph 2.a.(1)(d) under SECTION II - WHO IS AN INSURED does not apply to “bodily injury” caused by cardio-pulmonary resuscitation or first aid services administered by a co-“employee”.

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. Employer’s Liability under SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph 3.a. under SECTION II - WHO IS AN INSURED is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, COVERAGE A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

B. The following paragraph is added to SECTION II - WHO IS AN INSURED, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to “your work” only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, Newly Formed or Acquired Organizations, the following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY, Paragraph 4. Other Insurance, Subparagraph b. Excess Insurance:

The insurance provided by this provision, Newly Formed or Acquired Organizations, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the Primary and Non-Contributory provision set forth in this endorsement, SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

a. Your acts or omissions; or
b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization’s status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but 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.

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.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any “occurrence” which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
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;

The construction, erection or removal of elevators; or

The ownership, maintenance or use of any elevators covered by this insurance. This insurance does not apply to:

(a) “Bodily injury” or “property damage” arising out of operations performed for the federal government, state or municipality; or

(b) “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the “bodily injury” or “property damage”.

Broad Form Vendors Coverage

Subject to the Primary and Non-Contributory provision set forth in this endorsement, SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to “bodily injury” or “property damage” or “personal and advertising injury”.

Incidental Malpractice

Subparagraph 2.a.(1)(d) under SECTION II - WHO IS AN INSURED is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to “bodily injury” caused by cardio-pulmonary resuscitation or first aid services administered by a co-“employee”.

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The requirements under this paragraph do not apply until after the “occurrence” or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An “executive officer” or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. Other Insurance, b. Excess Insurance under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. Representations under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. Transfer of Rights Of Recovery Against Others To Us under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We will waive any right of recovery we may have against a person or organization because of payments we make for “bodily injury” or “property damage” arising out of your ongoing operations or “your work” done under a written contract or written agreement and included in the “products-completed operations hazard”, if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;

2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an “insured contract”.

The section above only applies to that person or organization identified above, and only if the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or “suit” give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. “Personal and advertising injury”:

“Personal and advertising injury” also means “discrimination” that results in injury to the feelings or reputation of a natural person, however only if such “discrimination” or humiliation is:

1. Not done by or at the direction of:

   a. The insured; or
b. Anyone considered an insured under SECTION II - WHO IS AN INSURED;

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any “advertisement” by the insured.

B. The following definition is added to SECTION V - DEFINITIONS:

“Discrimination” means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person’s race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person’s race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person’s gender.

Electronic Data

The following definition is added to SECTION V - DEFINITIONS:

“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, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. “Property damage” is deleted in its entirety and replaced by the following:

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, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate “electronic data”, resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, “electronic data” is not tangible property.

Employee Amendment

Definition 5. “Employee” under SECTION V - DEFINITIONS is deleted in its entirety and replaced by the following:

5. “Employee” includes a “leased worker”, or a “temporary worker”. If you are a School, “Employee” also includes a student teacher.

Golfing Facility

The following definition is added to SECTION V - DEFINITIONS:

“Golfing facility” means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. “Bodily injury” under SECTION V - DEFINITIONS is deleted in its entirety and replaced with the following:

3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be “bodily injury”).

Not-for-profit Member

The following definition is added to SECTION V - DEFINITIONS:

“Not-for-profit member” means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.
COLLEGES OR SCHOOLS (LIMITED FORM)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any college or school by you or on your behalf, the following provisions apply:

A. With respect to the transportation of students, Exclusion g. of Paragraph 2. Exclusions of Section I -Coverage A -Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

- “Bodily injury” or “property damage” arising out of the ownership, maintenance, operation, use, “loading or unloading” or entrustment to others of any aircraft, “auto” or watercraft that is owned, operated or hired by any insured.

For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

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, operated or hired by any insured.

B. The following exclusions are added to Section I-Coverage A -Bodily Injury And Property Damage Liability and Section I-Coverage B -Personal And Advertising Injury Liability:

1. If the college or school owns or operates a public clinic or hospital, with respect to such public clinic or hospital, this insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” caused by:

   - The rendering of or failure to render:
     - (1) Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

2. This insurance does not apply to “bodily injury” to any person while practicing for or participating in any sports or athletic contest or exhibition if there is no direct management, organization or supervision of such sports or athletic contest or exhibition by any insured.

C. The following exclusion is added to Section I -Coverage C -Medical Payments:

We will not pay expenses for “bodily injury” to your student.

D. Section II -Who Is An Insured is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:

1. Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;

2. Any of your board members or commissioners if you are a public board or commission;

3. Any student teachers teaching as part of their educational requirements.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under SECTION III — Limits Of Insurance applies separately to each of your projects away from premises owned by or rented to you.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following exclusion is added to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2. Exclusions:

“Bodily injury” or “property damage” arising from or related to:

(1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

(2) The insured’s:
   (a) Hiring;
   (b) Training;
   (c) Investigation;
   (d) Supervision;
   (e) Reporting to the proper authorities, or failure to so report; or
   (f) Retention;

of any “employee”, volunteer, student-in-training or any other person or persons who commit or allegedly commit acts of physical or mental abuse of a sexual nature, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

(3) The insured’s:
   (a) Design;
   (b) Control;
   (c) Maintenance;
   (d) Supervision;
   (e) Inspection; or
   (f) Investigation of prospective tenants

of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

(4) The insured’s failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

(5) The insured’s liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any “employee”, volunteer, student-in-training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured;

B. The following exclusion is added to COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY 2. Exclusions:

“Personal and advertising injury” arising from or related to:

(1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

(2) The insured’s:
   (a) Hiring;
   (b) Training;
   (c) Investigation;
   (d) Supervision;
   (e) Reporting to the proper authorities, or failure to so report; or
   (f) Retention;

of any “employee”, volunteer, student-in-training or any other person or persons who commit or allegedly commit acts of physical or mental abuse of a sexual nature, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or
(3) The insured’s:
   (a) Design;
   (b) Control;
   (c) Maintenance;
   (d) Supervision;
   (e) Inspection; or
   (f) Investigation of prospective tenants
of your premises, premises in your control or
premises you have leased to another where
such activities actually or allegedly resulted in
any act of physical or mental abuse, sexual
abuse, sexual molestation or sexual misconduct,
including physical or mental abuse arising from
or related to such conduct; or

(4) The insured’s failure to provide professional ser-
   vices to or neglect of the therapeutic needs of a
   client, patient or other person arising from any
   physical or mental abuse, sexual abuse, sexual
   molestation or sexual misconduct, including
   physical or mental abuse arising from or related
to such conduct; or

(5) The insured’s liability for physical or mental
   abuse, sexual abuse, sexual molestation or
   sexual misconduct, including physical or mental
   abuse arising from or related to such conduct by
   any “employee”, volunteer, student-in-training or
   any other person or persons acting within the
   scope of their employment, appointment or
   authorization by the insured;

All other terms and conditions of the coverage form remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following exclusion is added to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2. Exclusions:

“Bodily injury” or “property damage” arising from or related to:

(1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

(2) The insured’s:

(a) Hiring;
(b) Training;
(c) Investigation;
(d) Supervision;
(e) Reporting to the proper authorities, or failure to so report; or
(f) Retention;

of any “employee”, volunteer, student-in-training or any other person or persons who commit or allegedly commit acts of physical or mental abuse of a sexual nature, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

(3) The insured’s:

(a) Design;
(b) Control;
(c) Maintenance;
(d) Supervision;
(e) Inspection; or
(f) Investigation of prospective tenants

of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

(4) The insured’s failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

(5) The insured’s liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any “employee”, volunteer, student-in-training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured;

B. The following exclusion is added to COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY 2. Exclusions:

“Personal and advertising injury” arising from or related to:

(1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

(2) The insured’s:

(a) Hiring;
(b) Training;
(c) Investigation;
(d) Supervision;
(e) Reporting to the proper authorities, or failure to so report; or
(f) Retention;

of any “employee”, volunteer, student-in-training or any other person or persons who commit or allegedly commit acts of physical or mental abuse of a sexual nature, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or
(3) The insured’s:
   (a) Design;
   (b) Control;
   (c) Maintenance;
   (d) Supervision;
   (e) Inspection; or
   (f) Investigation of prospective tenants
   of your premises, premises in your control or
   premises you have leased to another where
   such activities actually or allegedly resulted in
   any act of physical or mental abuse, sexual
   abuse, sexual molestation or sexual misconduct,
   including physical or mental abuse arising from
   or related to such conduct; or

   (4) The insured’s failure to provide professional ser-
   vices to or neglect of the therapeutic needs of a
   client, patient or other person arising from any
   physical or mental abuse, sexual abuse, sexual
   molestation or sexual misconduct, including
   physical or mental abuse arising from or related
to such conduct; or

   (5) The insured’s liability for physical or mental
   abuse, sexual abuse, sexual molestation or
   sexual misconduct, including physical or mental
   abuse arising from or related to such conduct by
   any “employee”, volunteer, student-in-training or
   any other person or persons acting within the
   scope of their employment, appointment or
   authorization by the insured;

All other terms and conditions of the coverage form remain unchanged.
BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: JUNE 28, 2021
Coverage Effective Date: JUNE 28, 2021
Business of Named Insured: NOT FOR PROFIT THEATRE

Item Two: SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those “autos” shown as covered “autos.” “Autos” are shown as covered “autos” for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

Coverage Schedule

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Covered Autos Symbols</th>
<th>Liability</th>
<th>Med. Payments Premium</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Injury Protection (or First Party Benefits)</td>
<td>7, 8, 9</td>
<td>$1,000,000 CSL</td>
<td>$1,258.00</td>
<td></td>
</tr>
<tr>
<td>Added Personal Injury Protection (or Added First Party Benefits)</td>
<td>7</td>
<td>$1,000</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>Auto Medical Payments</td>
<td>7</td>
<td>$1,000,000 CSL</td>
<td>$16.00</td>
<td></td>
</tr>
<tr>
<td>Uninsured Motorists</td>
<td>7</td>
<td>$1,000,000 CSL</td>
<td>$45.00</td>
<td></td>
</tr>
<tr>
<td>Underinsured Motorists</td>
<td>7</td>
<td>Actual Cash Value or Cost of Repair, whichever is less minus any applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical Damage Comprehensive Coverage</td>
<td>7, 8</td>
<td>$107.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical Damage Specified Causes of Loss Coverage</td>
<td></td>
<td>Actual Cash Value or Cost of Repair, whichever is less minus $25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical Damage Collision Coverage</td>
<td>7, 8</td>
<td>$190.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical Damage Towing and Labor Coverage</td>
<td></td>
<td>Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto. for Each Disablement of a Private Passenger Auto.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hired Auto and Non-Owned Auto Coverage</td>
<td></td>
<td>$25.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium for Endorsement</td>
<td></td>
<td>$42.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Auto Schedule

<table>
<thead>
<tr>
<th>No.</th>
<th>Trade Name</th>
<th>Year</th>
<th>Body Type</th>
<th>Vehicle Id. No. (VIN)</th>
<th>Size</th>
<th>Use / Class / Radius Code</th>
<th>List Symbol</th>
<th>Purchased by Insured Year</th>
<th>N/U</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>IN 1</td>
<td>CHEV 08</td>
<td>2021</td>
<td>EXPRESS CU</td>
<td>1GBHG31CX81111514</td>
<td>L</td>
<td>C/031990/L</td>
<td></td>
<td></td>
<td></td>
<td>$24,835</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>IN 1</td>
<td>129</td>
<td>912</td>
<td>5</td>
<td>61</td>
<td>1,000</td>
<td>107</td>
<td>1,000</td>
<td>190</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Totals $ 912 5 61 107 190

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:

Vehicle No. Name and Address of Loss Payee

Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

Total Premium $1,722.00
(This premium may be subject to adjustment.)
### Item Four – Schedules of Hired or Borrowed Covered Auto Coverage and Premiums

**Liability Insurance – Rating Basis, Cost of Hire**

<table>
<thead>
<tr>
<th>State</th>
<th>Estimated Cost of Hire</th>
<th>Rate per Each $100 Cost of Hire</th>
<th>Minimum Premium</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDIANA</td>
<td>IF ANY</td>
<td>6.551</td>
<td>$50.00</td>
<td>INCL</td>
</tr>
</tbody>
</table>

**Cost of hire** means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

### Physical Damage Coverage

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limit of Insurance</th>
<th>Estimated Annual Cost of Hire</th>
<th>Rate per Each $100 Annual Cost of Hire</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive</td>
<td>Actual Cash Value, Cost of Repairs or</td>
<td>100,000</td>
<td>IF ANY</td>
<td>.730</td>
</tr>
<tr>
<td></td>
<td>Whichever is Less Minus</td>
<td>100</td>
<td>Ded. for Each Covered Auto For all Loss Except Fire or Lightning.</td>
<td></td>
</tr>
<tr>
<td>Specified Causes of Loss</td>
<td>Actual Cash Value, Cost of Repairs or</td>
<td>100,000</td>
<td>IF ANY</td>
<td>1.010</td>
</tr>
<tr>
<td></td>
<td>Whichever is Less Minus</td>
<td>1,000</td>
<td>Ded. for Each Covered Auto For all Loss caused by Mischief or Vandalism</td>
<td></td>
</tr>
</tbody>
</table>

**Total Premium** $25.00

**PHYSICAL DAMAGE INSURANCE** applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered “auto” you hire or borrow is deemed to be a covered “auto” you own.

### Item Five – Schedule for Non-Ownership Liability

<table>
<thead>
<tr>
<th>Named Insured's Business</th>
<th>Rating Basis</th>
<th>Number</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other than a Social Service Agency</td>
<td>Number of Employees</td>
<td>19</td>
<td>$296.00</td>
</tr>
<tr>
<td></td>
<td>Number of Partners</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Service Agency</td>
<td>Number of Employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Number of Volunteers</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Premium** $296.00

### Item Six – Schedule for Gross Receipts or Mileage Basis – Liability Insurance – Public Auto or Leasing Rental Concerns -

<table>
<thead>
<tr>
<th>Estimated Yearly</th>
<th>Rates</th>
<th>Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Liability Insurance</td>
<td>Auto Medical Payments</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Premiums**
INDIANA CHANGES — AMENDMENT OF DEFINITION OF POLLUTANTS

POLICY NUMBER: s 2033024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

| Specifically Identified Substances Or Materials | a. Petroleum, or petroleum distillates, derivatives or constituents; |
|                                                 | b. Fuels and fuel additives, whether or not petroleum based, including but not limited to aviation fuel, fuel oil, gasoline, diesel fuel, diesel range organics, Bunker C, kerosene, methyl tert-butyl ether (MTBE), propane, butane and natural gas; |
|                                                 | c. Antifreeze and other coolants, brake fluid, cutting oils and other metal working fluids, grease, lubricants, hydraulic fluid, motor oil, transmission fluid and other vehicle or machinery operating fluids, whether or not petroleum based; |
|                                                 | d. Adhesives, coal tar, dry cleaning chemicals, exhaust gases, herbicides, insecticides or pesticides, manufactured gas plant byproducts (MGP), mineral spirits, silt, sewage, sludge, stoddard solvents, other solvents, tar and transformer fluids; |
|                                                 | e. Alcohols, aldehydes, aliphatics, bromated fluorocarbons, chlorofluorocarbons, chlorinated fluorocarbons (CFCs), CFC 113, chlorinated hydrocarbons, dioxins, esthers, freon, glycols, ketones, nitrates, phenols, polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated dibenzodioxins, ethylene glycol, methanol, ethanol, isopropyl alcohol and propylene glycol; |
|                                                 | f. Toxic metals, semi-metals and their oxides; |
|                                                 | g. Substances listed below: Acrylonitrile, aluminum, ammonia, antimony, anthracene, aroclor, arsenic, barium, benzene, benzo(a)pyrene, beryllium, 1-bromopropane, 2-butoxyethanol, cadmium, carbon monoxide, carbon tetrachloride, chlorine, chloroform, chromium, cobalt, copper, cresol, cyanide, dichlorobenzene, dichloroethane, dichloroethylene, dichloroethylene (DCE), dichloromethane, dieldrin, ethylene chloride, ethyl benzene, ethylene dichloride, ethyl tert-butyl ether, hexachlorocyclohexane (BHC), hexadixin, hexavalent chromium, hexylene glycol, lead, manganese, mercury, methylene chloride, methyl chloroform, methyl isobutyl ketone, methyl ethyl ketone, naphtha, naphthalene, n-butyl acetate, nickel, pentachlorophenol, perchloroethylene (PCE; PERC), peroxides, phosphates, phosphorus, plutonium, selenium, styrene, sulfate, tert-butyl alcohol, tertiary-amyl methyl ether (TAME), tetrachloroethane, tetrachloroethylene, tetrachlorodibenzop-dioxin (TCDD), toluene, trichlorobenzene, trichloroethylene (TCA), trichloroethylene (TCE), thallium, thorium, tin, toxaphene, uranium, vinyl chloride, xylene, zinc; or |
|                                                 | h. Substances regulated or listed under any of the following: |
|                                                 | (1) CERCLA (the Comprehensive Environmental Response, Compensation, and Liability Act) 1997 and all subsequent editions; |
|                                                 | (2) The Agency for Toxic Substances and Disease Registry ToxFAQs; |
|                                                 | (3) U.S. Environmental Protection Agency EMCI Chemical References Complete Index; |
|                                                 | (4) IC 13 |
|                                                 | (5) Title 42 of the United States Code; |
|                                                 | (6) Substances required to be identified by the Indiana Department of Environmental Management and Occupational Safety Heath Act (OSHA); or |
|                                                 | (7) Substances on Safety Data Sheets applicable to your operations. |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
The definition of “pollutants” is replaced by the following: “Pollutants” means any substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any substances or materials identified in the Schedule. Waste includes materials to be recycled, reconditioned or reclaimed.

The definition of “pollutants” applies whether or not the irritant or contaminant has any function in your business, operations, premises, site or location.
ADDITIONAL INSURED — 
LESSOR OF LEASED EQUIPMENT

POLICY NUMBER: S 2033024

COMMERCIAL AUTO
CA 70 46 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Person or Organization</th>
<th>Description of Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>PENSKE TRUCK LEASING CO., L.P.</td>
<td>BOX TRUCKS</td>
</tr>
<tr>
<td>2220 TOLEDO ROAD</td>
<td></td>
</tr>
<tr>
<td>ELKHART, IN 46515</td>
<td></td>
</tr>
</tbody>
</table>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
WHO IS INSURED (Section II-A.1. in form CA 00 01 Business Auto Coverage Form and Section I-D.2 in form CA 00 25 Auto Dealers Coverage Form) is amended to include as an “insured” the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This Insurance does not apply:

1. To any “accident” which takes place after the equipment lease expires:

2. To “bodily injury” or “property damage” arising out of the sole negligence of the person or organization shown in the Schedule.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered “auto” licensed or principally garaged in, or “auto dealer operations” conducted in, Indiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

<table>
<thead>
<tr>
<th>“Bodily Injury”:</th>
<th>Each “Accident”</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Bodily Injury” And “Property Damage”:</td>
<td>$1,000,000 Each “Accident”</td>
</tr>
</tbody>
</table>

Section C - Exclusions applies in its entirety unless an “X” is entered below:

X If an “X” is entered in this box, Exclusion 8. does not apply.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage
1. We will pay all sums the “insured” is legally entitled to recover as compensatory damages from the owner or driver of an “uninsured motor vehicle”. The damage must result from:
   a. “Bodily injury” sustained by the “insured” and caused by an “accident” with an “uninsured motor vehicle”; or
   b. “Property damage” caused by an “accident” with an “uninsured motor vehicle” if the Schedule or Declarations indicates that both “bodily injury” and “property damage” Uninsured Motorists Insurance apply.

The owner’s or driver’s liability for these damages must result from the ownership, maintenance or use of the “uninsured motor vehicle”.

B. Who Is An Insured
If the Named Insured is designated in the Declarations as:
1. An individual, then the following are “insured”:
   a. The Named Insured and any “family members”.
   b. Anyone else “occupying” a covered “auto” or a temporary substitute for a covered “auto”.
      The covered “auto” must be out of service because of its breakdown, repair, servicing, “loss” or destruction.
   c. Anyone for damages he or she is entitled to recover because of “bodily injury” sustained by another “insured”.

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are “insureds”:
   a. Anyone “occupying” a covered “auto” or a temporary substitute for a covered “auto”. The covered “auto” must be out of service because of its breakdown, repair, servicing, “loss” or destruction.
   b. Anyone for damages he or she is entitled to recover because of “bodily injury” sustained by another “insured”.
   c. The Named Insured for “property damage” only.

C. Exclusions
This insurance does not apply to:
1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers’ compensation, personal injury protection benefits, disability benefits, pension statutes, or similar laws.
3. The direct or indirect benefit of any insurer of property.
4. “Bodily injury” if sustained by:
   a. An individual Named Insured while “occupying” or when struck by any vehicle owned by that Named Insured that is not a covered “auto” under this Coverage Form; or
   b. Any “family member” while “occupying” or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other Coverage Form or policy.
5. “Property damage” to an “auto” or to property contained in an “auto” owned by the Named Insured which is not a covered “auto”.
6. Any “insured” using a vehicle without a reasonable belief that the “insured” is entitled to do so.
7. “Property damage” for which the “insured” has been or is entitled to be compensated by other property or physical damage insurance.
8. The first $300 of the amount of “property damage” to the property of each “insured” as the result of any one “accident”. This exclusion does not apply if the Named Insured’s covered “auto” is legally parked and unoccupied when involved in an “accident” with an “uninsured motor vehicle”.
10. Punitive or exemplary damages.
11. “Bodily injury” or “property damage” arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. 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
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
12. “Noneconomic loss” sustained by any “insured” if such “insured” is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1.
   However, Exclusion C.12. does not apply to an “insured” under 18 years of age.

D. Limit Of Insurance
1. Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the most we will pay for all damages resulting from any one “accident” is the limit shown in this endorsement.
2. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form’s Covered Autos Liability Coverage.
3. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable under any workers’ compensation, disability benefits or similar law.
4. No one will be entitled to receive duplicate payments for the same elements of “loss” under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.
   We will not make a duplicate payment under this coverage for any element of “loss” for which payment has been made by or for anyone who is legally responsible.
   We will not pay for any element of “loss” if a person is entitled to receive payment for the same element of “loss” under any workers’ compensation, personal injury protection benefits, disability benefits, pension statutes, or similar laws, including medical payments made under any statute.
5. We will not pay for a loss which is paid or payable under Physical Damage Coverage.
6. No “insured” shall recover duplicate payments for the same elements of loss or payments in excess of damages sustained.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance |Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage, the following priorities of coverage apply:

<table>
<thead>
<tr>
<th>First Priority</th>
<th>The Uninsured Motorists Coverage applicable to the vehicle the “insured” was “occupying” at the time of the “accident”.</th>
</tr>
</thead>
</table>
| Second Priority | Any other Coverage Form or policy affording Uninsured Motorists Coverage to the “insured”.

   a. The Limit of Insurance under the vehicle the “insured” was “occupying” under the Coverage Form or policy in the first priority shall first be exhausted.

   b. The maximum recovery for damages under all Coverage Forms or policies may equal but shall not exceed the highest applicable limit of any one vehicle under any insurance providing coverage on either a first or second priority basis.

   c. We will pay only our share of the “loss”. Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.

2. The Legal Action Against Us provision is replaced by the following:

   Legal Action Against Us

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

   b. Any legal action against us under this Coverage Form must be brought within two years after the date of the “accident”. However, this Paragraph 2.b. does not apply to an “insured” if, within two years after the date of the “accident”, we and the “insured” agree to arbitration in accordance with this endorsement.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

   a. If we make any payment and the “insured” recovers from another party, the “insured” shall hold the proceeds in trust for us and pay us back the amount we have paid.

   b. If we make a payment because the insurer of the “uninsured motor vehicle” is or becomes insolvent, the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any rights of recovery against:

      (1) The Indiana Guaranty Fund; or

      (2) The “insured” of the insolvent insurer, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.

4. The following condition is added:

   Arbitration

   a. If we and an “insured” disagree whether the “insured” is legally entitled to recover damages from the owner or driver of an “uninsured motor vehicle” or do not agree as to the amount of damages that is recoverable by that “insured”, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the “insured” lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

      (1) Whether the “insured” is legally entitled to recover damages; and

      (2) The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators’ decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.
F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Noneconomic loss" means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.

3. "Occupying" means in, upon, getting in, on, out or off.

4. "Property damage" means damage to a covered "auto" or to property owned by the Named Insured or, if the Named Insured is an individual, a "family member" while contained in a covered "auto".

5. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
   a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana; or
   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
   c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. A hit-and-run vehicle is one that causes “bodily injury” to an “insure” by hitting the “insure”, a covered “auto” or a vehicle an “insure” is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:
   a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
   b. Owned by a governmental unit or agency; or
   c. Designed for use mainly off public roads while not on public roads.
INDIANA UNDERINSURED MOTORISTS COVERAGE

POLICY NUMBER: 2033024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered “auto” licensed or principally garaged in, or “auto dealer operations” conducted in, Indiana, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: PREMIER ARTS INC
Endorsement Effective Date: JUNE 28, 2021

SCHEDULE

<table>
<thead>
<tr>
<th>Limit Of Insurance:</th>
<th>$1,000,000</th>
<th>Each “Accident”</th>
</tr>
</thead>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the “insured” is legally entitled to recover as compensatory damages from the owner or driver of a “underinsured motor vehicle”. The damage must result from “bodily injury” sustained by the “insured” and caused by an “accident” with an “underinsured motor vehicle”.

   The owner’s or driver’s liability for this damage must result from the ownership, maintenance or use of the “underinsured motor vehicle”.

2. We will pay under this coverage only if Paragraph a. or b. below applies:

   a. The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

   b. A tentative settlement has been made between an “insured” and the insurer of a “underinsured motor vehicle” which would exhaust the limits of liability under any applicable bond or policy, and we:

      (1) Have been given prompt written notice of such tentative settlement; and

(2) Advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after the receipt of notification.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are “insureds”:

   a. The Named Insured and any “family members”.

   b. Anyone else “occupying” a covered “auto” or a temporary substitute for a covered “auto”. The covered “auto” must be out of service because of its breakdown, repair, servicing, “loss” or destruction.

   c. Anyone for damages he or she is entitled to recover because of “bodily injury” sustained by another “insured”.

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are “insureds”:
   a. Anyone “occupying” a covered “auto” or a temporary substitute for a covered “auto”. The covered “auto” must be out of service because of its breakdown, repair, servicing, “loss” or destruction.
   b. Anyone for damages he or she is entitled to recover because of “bodily injury” sustained by another “insured”.

C. Exclusions
This insurance does not apply to:
1. The direct or indirect benefit of any insurer or self-insurer under any workers’ compensation, personal injury protection benefits, disability benefits, pension statutes, or similar laws.
2. The direct or indirect benefit of any insurer of property.
3. “Bodily injury” if sustained by:
   a. An individual Named Insured while “occupying” or when struck by any vehicle owned by that Named Insured that is not a covered “auto” under this Coverage Form; or
   b. Any “family member” while “occupying” or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other Coverage Form or policy.
4. Any “insured” using a vehicle without a reasonable belief that the “insured” is entitled to do so.
5. Punitive or exemplary damages.
6. “Bodily injury” arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. 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
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. “Noneconomic loss” sustained by any “insured” if such “insured” is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1.

   However, Exclusion C.7. does not apply to an “insured” under 18 years of age.

D. Limit Of Insurance
1. Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the most we will pay for all damages resulting from any one “accident” is the limit shown in this endorsement.
2. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form’s Covered Autos Liability Coverage.
3. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable under any workers’ compensation, disability benefits or similar law.
4. No one will be entitled to receive duplicate payments for the same elements of “loss” under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this coverage for any element of “loss” for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of “loss” if a person is entitled to receive payment for the same element of “loss” under any workers’ compensation, personal injury protection benefits, disability benefits, pension statutes or similar laws, including medical payments made under any statute.

5. No “insured” shall recover duplicate payments for the same elements of “loss” or payments in excess of damages sustained.

E. Changes In Conditions
The Conditions are changed for Underinsured Motorists Coverage as follows:
1. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage, the following priorities of coverage apply:

<table>
<thead>
<tr>
<th>First Priority</th>
<th>Second Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Underinsured Motorists Coverage applicable to the vehicle the “insured” was “occupying” at the time of the “accident”.</td>
<td></td>
</tr>
<tr>
<td>Any other Coverage Form or policy affording Underinsured Motorists Coverage to the “insured”.</td>
<td></td>
</tr>
</tbody>
</table>
a. The Limit of Insurance under the vehicle the “insured” was “occupying” under the Coverage Form or policy in the first priority shall first be exhausted.

b. The maximum recovery for damages under all Coverage Forms or policies may equal but shall not exceed the highest applicable limit of any one vehicle under any insurance providing coverage on either a first or second priority basis.

c. We will pay only our share of the “loss”. Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.

2. The Legal Action Against Us provision is replaced by the following:

   Legal Action Against Us

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

   b. Any legal action against us under this Coverage Form must be brought within two years after the date of the “accident”. However, this Paragraph 2.b. does not apply if, within two years after the date of the “accident”:
      (1) We and the “insured” agree to arbitration in accordance with this endorsement; or
      (2) The “insured” has filed an action for “bodily injury” against the owner or operator of the “underinsured motor vehicle”, and such action is:
         (a)Filed in a court of competent jurisdiction; and
         (b) Not barred by the applicable state statute of limitations.

   In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

3. Duties In The Event Of Accident, Claim, Suit Or Loss in the Business Auto and Motor Carrier Coverage Forms and Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly send us copies of the legal papers if a “suit” is brought.

   b. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the “insured” and the insurer of the “underinsured motor vehicle” and allow us 30 days to advance payment to that “insured” in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such “underinsured motor vehicle”.

4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

   a. If we make any payment and the “insured” recovers from another party, the “insured” shall hold the proceeds in trust for us and pay us back the amount we have paid.

   b. Our rights do not apply under this provision if we:
       (1) Have been given prompt written notice of a tentative settlement between an “insured” and the insurer of the “underinsured motor vehicle”; and
       (2) Fail to advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of such notification.

   If we advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after notification:
       (a) That payment will be separate from any amount the “insured” is entitled to recover under the provisions of this coverage; and
       (b) We also have the right to recover the advanced payment from the insurer or the owner or operator of the “underinsured motor vehicle”.

   c. If we make a payment because the insurer of the “underinsured motor vehicle” is or becomes insolvent, the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any rights of recovery against:
       (1) The Indiana Guaranty Fund; or
       (2) The “insured” of the insolvent insurer, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.
5. The following condition is added:

Arbitration

a. If we and an “insured” disagree whether the “insured” is legally entitled to recover damages from the owner or driver of an “underinsured motor vehicle” or do not agree as to the amount of damages that are recoverable by that “insured”, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the “insured” lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

(1) Whether the “insured” is legally entitled to recover damages; and

(2) The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators’ decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. “Family member” means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured’s household, including a ward or foster child.

2. “Noneconomic loss” means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.

3. “Occupying” means in, upon, getting in, on, out or off.

4. “Underinsured motor vehicle” means a land motor vehicle or “trailer” for which the sum of all liability bonds or policies at the time of an “accident” provides at least the amounts required by the financial responsibility law of Indiana but their limits are either:

a. Less than the limit of liability for this coverage; or

b. Reduced by payments to others injured in the “accident” to an amount which is less than the limit of liability for this coverage.

However, “underinsured motor vehicle” does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.
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 V — Definitions.

**SECTION I — COVERED AUTOS**

Item Two of the Declarations shows the “autos” that are covered “autos” for each of your coverages. The following numerical symbols describe the “autos” that may be covered “autos”. The symbols entered next to a coverage on the Declarations designate the only “autos” that are covered “autos”.

**A. Description Of Covered Auto Designation Symbols**

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description Of Covered Auto Designation Symbols</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Any “Auto”</td>
</tr>
<tr>
<td>2</td>
<td>Owned “Autos” Only</td>
</tr>
<tr>
<td></td>
<td>Only those “autos” you own (and for Covered Autos Liability Coverage any “trailers” you don’t own while attached to power units you own). This includes those “autos” you acquire ownership of after the policy begins.</td>
</tr>
<tr>
<td>3</td>
<td>Owned Private Passenger “Autos” Only</td>
</tr>
<tr>
<td></td>
<td>Only the private passenger “autos” you own. This includes those private passenger “autos” you acquire ownership of after the policy begins.</td>
</tr>
<tr>
<td>4</td>
<td>Owned “Autos” Other Than Private Passenger “Autos” Only</td>
</tr>
<tr>
<td></td>
<td>Only those “autos” you own that are not of the private passenger type (and for Covered Autos Liability Coverage any “trailers” you don’t own while attached to power units you own). This includes those “autos” not of the private passenger type you acquire ownership of after the policy begins.</td>
</tr>
<tr>
<td>5</td>
<td>Owned “Autos” Subject To No-fault</td>
</tr>
<tr>
<td></td>
<td>Only those “autos” you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those “autos” you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.</td>
</tr>
<tr>
<td>6</td>
<td>Owned “Autos” Subject To A Compulsory Uninsured Motorists Law</td>
</tr>
<tr>
<td></td>
<td>Only those “autos” you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those “autos” you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.</td>
</tr>
<tr>
<td>7</td>
<td>Specifically Described “Autos”</td>
</tr>
<tr>
<td></td>
<td>Only those “autos” described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any “trailers” you don’t own while attached to any power unit described in Item Three).</td>
</tr>
<tr>
<td>8</td>
<td>Hired “Autos” Only</td>
</tr>
<tr>
<td></td>
<td>Only those “autos” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent or borrow from any of your “employees”, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.</td>
</tr>
<tr>
<td>9</td>
<td>Non-owned “Autos” Only</td>
</tr>
<tr>
<td></td>
<td>Only those “autos” you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes “autos” owned by your “employees”, partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.</td>
</tr>
</tbody>
</table>
B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for “autos” that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an “auto” you acquire will be a covered “auto” for that coverage only if:
   a. We already cover all “autos” that you own for that coverage or it replaces an “auto” you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered “autos” for Covered Autos Liability Coverage:

1. “Trailers” with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. “Mobile equipment” while being carried or towed by a covered “auto”.

3. Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. “Loss”; or
   e. Destruction.

SECTION II — COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered “auto”.

We will also pay all sums an “insured” legally must pay as a “covered pollution cost or expense” to which this insurance applies, caused by an “accident” and resulting from the ownership, maintenance or use of covered “autos”. However, we will only pay for the “covered pollution cost or expense” if there is either “bodily injury” or “property damage” to which this insurance applies that is caused by the same “accident”.

We have the right and duty to defend any “insured” against a “suit” asking for such damages or a “covered pollution cost or expense”. However, we have no duty to defend any “insured” against a “suit” seeking damages for “bodily injury” or “property damage” or a “covered pollution cost or expense” to which this insurance does not apply. We may investigate and settle any claim or “suit” as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are “insureds”:
   a. You for any covered “auto”.
   b. Anyone else while using with your permission a covered “auto” you own, hire or borrow except:
      (1) The owner or anyone else from whom you hire or borrow a covered “auto”.
      This exception does not apply if the covered “auto” is a “trailer” connected to a covered “auto” you own.
(2) Your “employee” if the covered “auto” is owned by that “employee” or a member of his or her household.

(3) Someone using a covered “auto” while he or she is working in a business of selling, servicing, repairing, parking or storing “autos” unless that business is yours.

(4) Anyone other than your “employees”, partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their “employees”, while moving property to or from a covered “auto”.

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered “auto” owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an “insured” described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments
   
   We will pay for the “insured”:
   
   (1) All expenses we incur.
   
   (2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
   
   (3) The cost of bonds to release attachments in any “suit” against the “insured” we defend, but only for bond amounts within our Limit of Insurance.
   
   (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to $250 a day because of time off from work.
   
   (5) All court costs taxed against the “insured” in any “suit” against the “insured” we defend. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the “insured”.
   
   (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” against the “insured” we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance. These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions
   
   While a covered “auto” is away from the state where it is licensed, we will:
   
   (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered “auto” is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
   
   (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered “auto” is being used.

   We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

   “Bodily injury” or “property damage” expected or intended from the standpoint of the “insured”.

2. Contractual

   Liability assumed under any contract or agreement.

   But this exclusion does not apply to liability for damages:

   a. 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; or

   b. That the “insured” would have in the absence of the contract or agreement.

3. Workers’ Compensation

   Any obligation for which the “insured” or the “insured’s” insurer may be held liable under any workers’ compensation, disability benefits or unemployment compensation law or any similar law.
4. Employee Indemnification And Employer’s Liability

“Bodily injury” to:

a. An “employee” of the “insured” arising out of and in the course of:
   (1) Employment by the “insured”; or
   (2) Performing the duties related to the conduct of the “insured’s” business; or
b. The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph a. 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 damages because of the injury.

But this exclusion does not apply to “bodily injury” to domestic “employees” not entitled to workers’ compensation benefits or to liability assumed by the “insured” under an “insured contract”. For the purposes of the Coverage Form, a domestic “employee” is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

“Bodily injury” to:

a. Any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business; or
b. The spouse, child, parent, brother or sister of that fellow “employee” as a consequence of Paragraph a. above.

6. Care, Custody Or Control

“Property damage” to or “covered pollution cost or expense” involving property owned or transported by the “insured” or in the “insured’s” care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

“Bodily injury” or “property damage” resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the “insured” for movement into or onto the covered “auto”; or
b. After it is moved from the covered “auto” to the place where it is finally delivered by the “insured”.

8. Movement Of Property By Mechanical Device

“Bodily injury” or “property damage” resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered “auto”.

9. Operations

“Bodily injury” or “property damage” arising out of the operation of:

a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of “mobile equipment”; or
b. Machinery or equipment that is on, 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.

10. Completed Operations

“Bodily injury” or “property damage” arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and
b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed;
(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
(3) 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.

11. Pollution

“Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered “auto”;

(2) Otherwise in the course of transit by or on behalf of the “insured”; or

(3) Being stored, disposed of, treated or processed in or upon the covered “auto”;

b. Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the “insured” for movement into or onto the covered “auto”;

c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by the “insured”.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered “auto” or its parts if:

(1) The “pollutants” escape, seep, migrate or are discharged, dispersed or released directly from an “auto” part designed by its manufacturer to hold, store, receive or dispose of such “pollutants”;

(2) The “bodily injury”, “property damage” or “covered pollution cost or expense” does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of “mobile equipment”.

Paragraphs b. and c. above of this exclusion do not apply to “accidents” that occur away from premises owned by or rented to an “insured” with respect to “pollutants” not in or upon a covered “auto” if:

(a) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto”;

(b) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

12. War

“Bodily injury” or “property damage” arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. 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;

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered “autos” while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered “auto” is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the most we will pay for the total of all damages and “covered pollution cost or expense” combined resulting from any one “accident” is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All “bodily injury”, “property damage” and “covered pollution cost or expense” resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one “accident”.
No one will be entitled to receive duplicate payments for the same elements of “loss” under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III — PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for “loss” to a covered “auto” or its equipment under:
   a. Comprehensive Coverage
      From any cause except:
      (1) The covered “auto’s” collision with another object; or
      (2) The covered “auto’s” overturn.
   b. Specified Causes Of Loss Coverage
      Caused by:
      (1) Fire, lightning or explosion;
      (2) Theft;
      (3) Windstorm, hail or earthquake;
      (4) Flood;
      (5) Mischief or vandalism; or
      (6) The sinking, burning, collision or derailment of any conveyance transporting the covered “auto”.
   c. Collision Coverage
      Caused by:
      (1) The covered “auto’s” collision with another object; or
      (2) The covered “auto’s” overturn.

2. Towing
   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered “auto” of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles
   If you carry Comprehensive Coverage for the damaged covered “auto”, we will pay for the following under Comprehensive Coverage:
   a. Glass breakage;
   b. “Loss” caused by hitting a bird or animal; and
   c. “Loss” caused by falling objects or missiles.
   However, you have the option of having glass breakage caused by a covered “auto’s” collision or overturn considered a “loss” under Collision Coverage.

4. Coverage Extensions
   a. Transportation Expenses
      We will pay up to $20 per day, to a maximum of $600, for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.
   b. Loss Of Use Expenses
      For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
      (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered “auto”;
      (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered “auto”; or
      (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered “auto”.
      However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for “loss” caused by or resulting from any of the following. Such “loss” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the “loss”.
   a. Nuclear Hazard
      (1) The explosion of any weapon employing atomic fission or fusion; or
      (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
b. War Or 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.

2. We will not pay for “loss” to any covered “auto” while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for “loss” to any covered “auto” while that covered “auto” is being prepared for such a contest or activity.

3. We will not pay for “loss” due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such “loss” resulting from the total theft of a covered “auto”.

4. We will not pay for “loss” to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the “auto’s” electrical system that, at the time of “loss”, is:

a. Permanently installed in or upon the covered “auto”;

b. Removable from a housing unit which is permanently installed in or upon the covered “auto”;

c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

d. Necessary for the normal operation of the covered “auto” or the monitoring of the covered “auto’s” operating system.

6. We will not pay for “loss” to a covered “auto” due to “diminution in value”.

C. Limits Of Insurance

1. The most we will pay for:

a. “Loss” to any one covered “auto” is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the “loss”; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one “loss” is $1,000, if, at the time of “loss”, such electronic equipment is:

(1) Permanently installed in or upon the covered “auto” in a housing, opening or other location that is not normally used by the “auto” manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or

(3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total “loss”.

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered “auto”, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to “loss” caused by fire or lightning.
SECTION IV — BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of “loss”, either may demand an appraisal of the “loss”. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value 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 we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:
   a. In the event of “accident”, claim, “suit” or “loss”, you must give us or our authorized representative prompt notice of the “accident” or “loss”. Include:
      (1) How, when and where the “accident” or “loss” occurred;
      (2) The “insured’s” name and address; and
      (3) To the extent possible, the names and addresses of any injured persons and witnesses.
   b. Additionally, you and any other involved “insured” must:
      (1) Assume no obligation, make no payment or incur no expense without our consent, except at the “insured’s” own cost.
      (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or “suit”.
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”.
   c. If there is “loss” to a covered “auto” or its equipment, you must also do the following:
      (1) Promptly notify the police if the covered “auto” or any of its equipment is stolen.
      (2) Take all reasonable steps to protect the covered “auto” from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
      (3) Permit us to inspect the covered “auto” and records proving the “loss” before its repair or disposition.
      (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:
   a. There has been full compliance with all the terms of this Coverage Form; and
   b. Under Covered Autos Liability Coverage, we agree in writing that the “insured” has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the “insured’s” liability.

4. Loss Payment - Physical Damage Coverages

At our option, we may:
   a. Pay for, repair or replace damaged or stolen property;
   b. Return the stolen property, at our expense. We will pay for any damage that results to the “auto” from the theft; or
   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the “loss”, our payment will include the applicable sales tax for the damaged or stolen property.
5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured’s” estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other “insured”, at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered “auto”;

c. Your interest in the covered “auto”; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered “auto” which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the “trailer” is:

   (1) Excess while it is connected to a motor vehicle you do not own; or

   (2) Primary while it is connected to a covered “auto” you own.

b. For Hired Auto Physical Damage Coverage, any covered “auto” you lease, hire, rent or borrow is deemed to be a covered “auto” you own. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

c. Regardless of the provisions of Paragraph a. above, this Coverage Form’s Covered Autos Liability Coverage is primary for any liability assumed under an “insured contract”.

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover “accidents” and “losses” occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;
Canada; and

Anywhere in the world if a covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the “insured’s” responsibility to pay damages is determined in a “suit” on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover “loss” to, or “accidents” involving, a covered “auto” while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same “accident”, the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V — DEFINITIONS

A. “Accident” includes continuous or repeated exposure to the same conditions resulting in “bodily injury” or “property damage”.

B. “Auto” means:

1. A land motor vehicle, “trailer” or semitrailer designed for travel on public roads; or

2. 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”.

C. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. “Covered pollution cost or expense” means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or

2. Any 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”.

“Covered pollution cost or expense” does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered “auto”;

(2) Otherwise in the course of transit by or on behalf of the “insured”; or

(3) Being stored, disposed of, treated or processed in or upon the covered “auto”;

b. Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the “insured” for movement into or onto the covered “auto”; or

c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by the “insured”.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered “auto” or its parts, if:

(1) The “pollutants” escape, seep, migrate or are discharged, dispersed or released directly from an “auto” part designed by its manufacturer to hold, store, receive or dispose of such “pollutants”; and

(2) The “bodily injury”, “property damage” or “covered pollution cost or expense” does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of “mobile equipment”.

Copyright, Insurance Services Office, Inc., 2011
Paragraphs b. and c. above do not apply to “accidents” that occur away from premises owned by or rented to an “insured” with respect to “pollutants” not in or upon a covered “auto” if:

(a) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto”; and

(b) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

E. “Diminution in value” means the actual or perceived loss in market value or resale value which results from a direct and accidental “loss”.

F. “Employee” includes a “leased worker”. “Employee” does not include a “temporary worker”.

G. “Insured” means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

H. “Insured contract” means:
   1. A lease of premises;
   2. A sidetrack agreement;
   3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   5. 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 to pay for “bodily injury” or “property damage” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
   6. 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 that 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”. An “insured contract” does not include that part of any contract or agreement:
      a. 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, roadbeds, tunnel, underpass or crossing;
      b. That pertains to the loan, lease or rental of an “auto” to you or any of your “employees”, if the “auto” is loaned, leased or rented with a driver; or
      c. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority.

I. “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”.

J. “Loss” means direct and accidental loss or damage.

K. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:
   1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
   2. Vehicles maintained for use solely on or next to premises you own or rent;
   3. Vehicles that travel on crawler treads;
   4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      a. Power cranes, shovels, loaders, diggers or drills; or
      b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. 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”:
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, “mobile equipment” does not include 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”.

L. “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.

M. “Property damage” means damage to or loss of use of tangible property.

N. “Suit” means a civil proceeding in which:
   1. Damages because of “bodily injury” or “property damage”; or
   2. A “covered pollution cost or expense”; to which this insurance applies, are alleged.

“Suit” includes:
   a. An arbitration proceeding in which such damages or “covered pollution costs or expenses” 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 or “covered pollution costs or expenses” are claimed and to which the insured submits with our consent.

O. “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.

P. “Trailer” includes semitrailer.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered “auto” licensed in, or “auto dealer operations” conducted in, Indiana, this endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement or to any amendment to or replacement thereof, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

A. Except as provided in Paragraph B. of this endorsement, Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are changed by adding the following and supersedes any provision to the contrary:

If there is other applicable insurance available under one or more policies or provisions of coverage, any insurance we provide for any covered “auto” owned by an “insured” is primary and shall first be exhausted.

B. Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form are changed by adding the following:

1. When two Coverage Forms providing liability coverage apply to an “auto” and:
   a. One provides coverage to a named insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing “autos”; and
   b. The other provides coverage to a person not engaged in that business; and
   c. At the time of an “accident” a person described in 1.b. is operating an “auto” owned by the business described in 1.a., then that person’s liability coverage is primary and the Coverage Form issued to a business described in 1.a. is excess over any coverage available to that person.

2. When two Coverage Forms providing liability coverage apply to an “auto” and:
   a. One provides coverage to a named insured engaged in the business of repairing, servicing, parking or storing “autos”; and
   b. The other provides coverage to a person not engaged in that business; and
   c. At the time of an “accident” an “insured” under the Coverage Form described in 2.a. is operating an “auto” owned by a person described in 2.b., then the liability Coverage Form issued to the business described in 2.a. is primary and the Coverage Form issued to a person described in 2.b. is excess over any coverage available to the business.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered “auto” licensed in, or “garage operations” conducted in, Indiana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement or to any amendment to or replacement thereof, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage
   The following is added to the Pollution Exclusion:
   This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

B. Changes In General Liability Coverages
   With respect to the Auto Dealers Coverage Form:
   1. The following is added to Exclusion 2.f. Pollution of Paragraph A. Bodily Injury And Property Damage Liability:
      This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

   2. The following is added to Exclusion 2.l. Pollution of Paragraph B. Personal And Advertising Injury Liability:
      This Pollution Exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.
EXCLUSION OF FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following are not “insureds” under Covered Autos Liability Coverage:

A. The United States of America or any of its agencies.
B. Any United States Government “employee”, including you, for “bodily injury” or “property damage” resulting from the operation of an “auto”, if:
   1. The “bodily injury” or “property damage” results while the “employee” is acting as an “employee”; and
   2. The Federal Tort Claims Act requires the U.S. Attorney General to defend the “employee” in any civil action or proceeding that may be brought for the “bodily injury” or “property damage”.

Copyright, Insurance Services Office, Inc., 2011
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Auto Liability Coverage

The following is added to the Who Is An Insured Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph 5.b. of the Other Insurance Condition in the Business Auto, and Auto Dealers Coverage Forms and Paragraph 5.f. of the Other Insurance - Primary And Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

1. Any covered “auto” you lease, hire, rent or borrow; and
2. Any covered “auto” hired or rented by your “employee” under a contract in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

Copyright, Insurance Services Office, Inc., 2011
PHYSICAL DAMAGE COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM

This endorsement amends PHYSICAL DAMAGE COVERAGE section of the above coverage form, effective on the inception date of the policy or as indicated above, by adding the following paragraph:

At your option, for glass losses only, any Comprehensive Coverage deductible shown in the declarations will not apply if the glass is satisfactorily repaired rather than replaced.

However, we will not waive this deductible if it is equal to or greater than the replacement cost of the glass.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

Except for those types of vehicles listed below, a vehicle within the “mobile equipment” definition under SECTION V — DEFINITIONS will be treated as an “auto” solely under SECTION II — LIABILITY COVERAGE but only to the extent the “mobile equipment”: (1) is being driven under its own power, (2) is being driven in public rights of way, and (3) is subject to a compulsory insurance or financial responsibility law or other mandatory motor vehicle insurance law in the state where it is licensed or principally garaged. This endorsement applies regardless of any Covered Auto Designation Symbol shown in the Declarations solely with respect to the “mobile equipment” described in the foregoing sentence.

This endorsement does not provide coverage for any “mobile equipment” under SECTION III — PHYSICAL DAMAGE COVERAGE unless that “mobile equipment” is specifically scheduled as a covered “auto” and a premium charge is made for that “mobile equipment” as a covered “auto” in the Declarations.

Recreational vehicles, snowmobiles, ATVs, off-road motorcycles or any other similar type of vehicles or “mobile equipment” shall never be treated as an “auto” under this endorsement unless the vehicle is specifically scheduled as a covered “auto” and a premium charge is made for that vehicle as a covered “auto” in the Declarations.

If any other coverage part issued by Us or any of Our insurance company affiliates, applies or is deemed by the issuing company to apply to a loss which is also covered by this endorsement, only one coverage part that applies or is deemed by the issuing company to apply will respond to the loss and provide defense.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to SECTION II, A.1. - Who Is An Insured:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply to “bodily injury” or “property damage” resulting from an “accident” 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, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of SECTION II, A.2.a. - Supplementary Payments are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” covered under this policy. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the “insured” at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER’S LIABILITY AMENDMENT

The following is added to SECTION II, B.4. - Exclusions:

This exclusion does not apply to a “volunteer worker” who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion, SECTION II, B.5. - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to SECTION II, B.6. - Exclusions:

This exclusion does not apply to property owned by anyone other than an “insured”, subject to the following:

1. The most we will pay under this exception for any one “accident” is the Limit of Insurance stated in the ElitePac Schedule; and

2. A per “accident” deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to SECTION II, A.1. - Who Is An Insured:

If you are a limited liability company, your members and managers are “insureds” while using a covered “auto” you don’t own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSURED - As Required By Contract

The following is added to SECTION II, A.1. - Who Is An Insured:
Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional “insured” on your policy. Such person or organization is an additional “insured” only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by your ownership, maintenance or use of a covered “auto”. This coverage shall be primary and non-contributory with respect to the additional “insured”. This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the “bodily injury” or “property damage”.

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to SECTION II, A.1. - Who Is An Insured:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those “autos” for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered “Private Passenger Auto”, “Social Service Van or Bus” or “Light Truck” is disabled and up to the maximum Limit of Insurance per tow each time a covered “Medium Truck”, “Heavy Truck” or “Extra Heavy Truck” is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay temporary transportation expenses for total theft of a covered “auto”. We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

For “loss” other than total theft of a covered “auto” under Comprehensive or Specified Causes of Loss Coverage, or for any “loss” under Collision Coverage to a covered “auto”, we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the number of days reasonably required to repair or replace the covered “auto” or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve “autos” available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to SECTION III, A.4. - Coverage Extensions:

Physical Damage coverage is hereby extended to apply to Physical Damage “loss” to “autos” leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered “auto” shown in the Declarations. But, the most we will pay for “loss” to each “auto” under this coverage extension is the lesser of:
1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the “loss”; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
   (a) The operational safety of the vehicle might otherwise be impaired;
   (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
   (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed “auto” our obligation to pay “losses” will be reduced by a deductible equal to the highest deductible applicable to any owned “auto” for that coverage. No deductible will be applied to “losses” caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered autos’ you own:
1. Any covered “auto” you lease, hire, rent, or borrow; and
2. Any covered “auto” hired or rented by your “employee” under a contract or agreement in that employee’s name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to SECTION III, A.4. - Coverage Extensions:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per “accident” for loss of use of a leased, hired, rented or borrowed “auto” if it results from an “accident”.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to SECTION III, A.4. - Coverage Extensions:

In the event of a total “loss” to a covered “auto” we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of “loss”;
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   c. Security deposits not refunded by the lessor or financial institution;
   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the “loss” for the covered “auto”.

PERSONAL EFFECTS

The following is added to SECTION III, A.4. - Coverage Extensions:

If this policy provides Comprehensive Coverage for a covered “auto” you own and that covered “auto” is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered “auto” at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to SECTION III, B.3.a. - Exclusions:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:
1. Global positioning systems;
2. “Telematic devices”; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
a. Permanently installed in or upon the covered “auto” at the time of the “loss”;
b. Removable from a housing unit that is permanently installed in the covered “auto” at the time of the “loss”;
c. Designed to be solely operated by use of power from the “auto’s” electrical system; or
d. Designed to be used solely in or upon the covered “auto”.

For each covered “loss” to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

**COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE**

The following is added to **SECTION III, D. - Deductible**:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any “loss” caused by theft if the covered “auto” is equipped with a location tracking device and that device was the sole method used to recover the “auto”.

**PHYSICAL DAMAGE LIMIT OF INSURANCE**

**SECTION III, C. - Limit Of Insurance** is deleted in its entirety and replaced with the following:

The most we will pay for a “loss” in any one “accident” is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the “loss”; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS**

**DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss**:

The notice requirements for reporting “accident” claim, “suit” or “loss” information to us, including provisions related to the subsequent investigation of such “accident”, “claim”, “suit” or “loss” do not apply until the “accident”, “claim”, “suit” or “loss” is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the “loss”.

**WAIVER OF SUBROGATION**

**SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us** is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” resulting from the ownership, maintenance or use of a covered “auto” but only when you have assumed liability for such “bodily injury” or “property damage” in an “insured contract”. In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

**MULTIPLE DEDUCTIBLES**

The following is added to **SECTION IV, A. - Loss Conditions**:

If a “loss” from one event involves two or more covered “autos” and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

**CONCEALMENT, MISREPRESENTATION OR FRAUD**

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud**:

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

**POLICY PERIOD, COVERAGE TERRITORY**

**SECTION IV, B.7. - Policy Period, Coverage Territory** is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover “accidents” and “losses” occurring:

a. During the policy period shown in the Declarations; and
b. Within the “Coverage Territory”.
We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

**TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES**

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us**:

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

**AMENDMENTS TO SECTION V - DEFINITIONS**

**BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

**ADDITIONS TO SECTION V - DEFINITIONS**

**COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and

2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured’s responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2, above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

---

**EXTRA HEAVY TRUCK**

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

**HEAVY TRUCK**

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

**LIGHT TRUCK**

"Light Truck" means a truck with a gross vehicle weight rating of 10,001 pounds or less.

**MEDIUM TRUCK**

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

**PRIVATE PASSENGER AUTO**

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

**SOCIAL SERVICE VAN OR BUS**

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

**TELEMATIC DEVICE**

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

**VOLUNTEER WORKER**

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.
# SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AMENDMENTS TO SECTION II - LIABILITY COVERAGE</strong></td>
<td></td>
</tr>
<tr>
<td>Newly Acquired Or Formed Organizations</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Limited Liability Companies</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Employees As Insureds</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Blanket Additional Insureds</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Expenses For Bail Bonds And Loss Of Earnings</td>
<td></td>
</tr>
<tr>
<td>Bail Bonds</td>
<td>$3,000 Per “Accident”</td>
</tr>
<tr>
<td>Loss Of Earnings</td>
<td>$1,000 Per Day</td>
</tr>
<tr>
<td>Employee Indemnification and Employer’s Liability Amendment</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Fellow Employee Coverage</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Care, Custody Or Control Amendment</td>
<td>$1,000 per “Accident”; $500 Deductible Per “Accident”</td>
</tr>
<tr>
<td><strong>AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE</strong></td>
<td></td>
</tr>
<tr>
<td>Towing And Labor</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Private Passenger Auto, Social Service Van or Bus, Light Truck Medium,</td>
<td>$75 Per Tow</td>
</tr>
<tr>
<td>Heavy and Extra Heavy Trucks</td>
<td>$150 Per Tow</td>
</tr>
<tr>
<td>Glass Breakage Deductible</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Additional Transportation Expenses</td>
<td>$60 per day up to a maximum of $1,800</td>
</tr>
<tr>
<td>Hired Auto Physical Damage Coverage</td>
<td>$75,000 per “loss”</td>
</tr>
<tr>
<td>Hired Auto Loss of Use Coverage</td>
<td>$750 Per “Accident”</td>
</tr>
<tr>
<td>Auto Loan/Lease Gap Coverage (Not Available in New York)</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Personal Effects</td>
<td>$500 Per “Accident”</td>
</tr>
<tr>
<td>Airbag Coverage</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Expanded Audio, Visual, And Data Electronic Equipment Coverage</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Comprehensive Deductible - Location Tracking Device</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>Physical Damage Limit Of Insurance</td>
<td>Coverage Extension</td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS</td>
</tr>
<tr>
<td>-------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Duties In The Event Of Accident, Claim, Suit Or Loss</td>
</tr>
<tr>
<td></td>
<td>Waiver of Subrogation</td>
</tr>
<tr>
<td></td>
<td>Multiple Deductibles</td>
</tr>
<tr>
<td></td>
<td>Concealment, Misrepresentation Or Fraud</td>
</tr>
<tr>
<td></td>
<td>Policy Period, Coverage Territory</td>
</tr>
<tr>
<td></td>
<td>Two Or More Coverage Forms Or Policies Issued By Us - Deductibles</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMENDMENTS TO SECTION V - DEFINITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury Including Mental Anguish (Not Applicable in New York)</td>
</tr>
<tr>
<td>Coverage Territory</td>
</tr>
</tbody>
</table>
ABUSE OR MOLESTATION LIABILITY COVERAGE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following exclusion is added to LIABILITY COVERAGE B. Exclusions:

"Bodily injury", "property damage" or "covered pollution cost or expense" arising from or related to:

(1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

(2) The insured’s:

   (a) Hiring;
   (b) Training;
   (c) Investigation;
   (d) Supervision;
   (e) Reporting to the proper authorities, or failure to so report; or
   (f) Retention;

of any "employee", volunteer, student in training or any other person or persons who commit or allegedly commit acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

(3) The insured’s:

   (a) Design;
   (b) Control;
   (c) Maintenance;
   (d) Supervision;
   (e) Inspection; or
   (f) Investigation of prospective tenants

of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

(4) The insured’s failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

(5) The insured’s liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any “employee”, volunteer, student in training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured.

All other terms and conditions of the coverage form remain unchanged.
AUTO MEDICAL PAYMENTS COVERAGE

COMMERCIAL AUTO
CA 99 03 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage
We will pay reasonable expenses incurred for necessary medical and funeral services to or for an “insured” who sustains “bodily injury” caused by “accident”. We will pay only those expenses incurred, for services rendered within three years from the date of the “accident”.

B. Who Is An Insured
1. You while “occupying” or, while a pedestrian, when struck by any “auto”.
2. If you are an individual, any “family member” while “occupying” or, while a pedestrian, when struck by any “auto”.
3. Anyone else “occupying” a covered “auto” or a temporary substitute for a covered “auto”. The covered “auto” must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions
This insurance does not apply to any of the following:
1. “Bodily injury” sustained by an “insured” while “occupying” a vehicle located for use as a premises.
2. “Bodily injury” sustained by you or any “family member” while “occupying” or struck by any vehicle (other than a covered “auto”) owned by you or furnished or available for your regular use.
3. “Bodily injury” sustained by any “family member” while “occupying” or struck by any vehicle (other than a covered “auto”) owned by or furnished or available for the regular use of any “family member”.
4. “Bodily injury” to your “employee” arising out of and in the course of employment by you. However, we will cover “bodily injury” to your domestic “employees” if not entitled to workers’ compensation benefits. For the purposes of this endorsement, a domestic “employee” is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. “Bodily injury” to an “insured” while working in a business of selling, servicing, repairing or parking “autos” unless that business is yours.
6. “Bodily injury” arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. 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
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. “Bodily injury” to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. “Bodily Injury” sustained by an “insured” while “occupying” any covered “auto” while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any “bodily injury” sustained by an “insured” while the “auto” is being prepared for such a contest or activity.
D. Limit Of Insurance

Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the most we will pay for “bodily injury” for each “insured” injured in any one “accident” is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of “loss” under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.

2. The reference in Other Insurance in the Auto Dealers and Business Auto Coverage Forms and Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form to “other collectible insurance” applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. “Family member” means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. “Occupying” means in, upon, getting in, on, out or off.
**COMMERCIAL INLAND MARINE DECLARATIONS**

**Policy Effective Date:** JUNE 28, 2021  
**Coverage Effective Date:** JUNE 28, 2021

Insurance is provided only for those coverages shown in the following coverage schedule.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTORS' EQUIPMENT</td>
<td>$251.00</td>
</tr>
<tr>
<td>MISCELLANEOUS PROPERTY - NOC</td>
<td>$446.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Forms and Endorsements:</th>
<th>Premium Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refer to “Commercial Policy Forms and Endorsement Schedule”</td>
<td>$711.00</td>
</tr>
</tbody>
</table>
### COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS

**CONTRACTORS EQUIPMENT COVERAGE**

<table>
<thead>
<tr>
<th>Policy Effective Date:</th>
<th>Coverage Effective Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUNE 28, 2021</td>
<td>JUNE 28, 2021</td>
</tr>
</tbody>
</table>

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

### SCHEDULE

#### SCHEDULE OF EQUIPMENT

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Equipment (including Serial No.)</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SEE CM 71 15</td>
<td>$1</td>
</tr>
</tbody>
</table>

**TOTAL**

*ALL COVERED PROPERTY AT ALL LOCATIONS*  

$1

### DEDUCTIBLE

The Deductible amount is $500. unless otherwise stated

### RATES & PREMIUM

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premium for this Coverage Form</td>
<td>$251.00</td>
</tr>
<tr>
<td>Annual Rate for this Coverage Form</td>
<td>$0.930</td>
</tr>
</tbody>
</table>

### SPECIAL PROVISIONS (If Any)

CM-7096 (07/92)
**Commercial Inland Marine Coverage Supplemental Declarations**

**Policy Effective Date:** June 28, 2021  
**Coverage Effective Date:** June 28, 2021

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

### Schedule

#### Limits of Insurance

<table>
<thead>
<tr>
<th>A. Scheduled Property</th>
<th>Limit of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Property</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Unscheduled Property</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Property</td>
<td></td>
</tr>
<tr>
<td>C. All Covered Property at All Locations</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Scheduled</th>
<th>Unscheduled</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$500</td>
<td></td>
</tr>
</tbody>
</table>

#### Rates & Premium

<table>
<thead>
<tr>
<th>A. Scheduled Property</th>
<th>Rate</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>B. Unscheduled Property</td>
<td>$1.350</td>
<td>$446.00</td>
</tr>
</tbody>
</table>

**Total Premium for This Coverage Form**  
$446.00

**Special Provisions (If Any)**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CONTRACTORS EQUIPMENT COVERAGE FORM

SCHEDULE

Leased/Rented Unscheduled Contractors Equipment                  | Limit of Insurance
Any One Item                                         | $11,250
Total                                             | $11,250

Deposit Premium                   | $250.00
Minimum Annual Premium            | $250.00

Rate per $100 of Rental Fees      | $1.230

A. COVERAGE
We will cover “loss” as a result of a Covered Cause of Loss to unscheduled contractors equipment in your care, custody or control that you lease, rent or borrow from others. The most we will pay for “loss” to such unscheduled contractors equipment under this coverage is the applicable Limit of Insurance shown in the above Schedule.

B. REPORTING CONDITIONS
If this coverage is written on a reporting basis as specified in Special Provisions in the Declarations, the following will apply:

1. Reports
   a. Within 30 days after the end of the policy period, you must report to us the total amount of your expenditures on unscheduled contractors equipment that you leased, rented or borrowed from others during the policy period.
   b. If you fail to submit the report(s) required by Subparagraph a. above, the most we will pay is 90% of the limit(s) shown in the above Schedule.
   c. If your last report before a “loss” indicates less than the actual amount of your expenditures on unscheduled contractors equipment that you leased, rented or borrowed from others, we will not pay a greater portion of the “loss”, prior to the application of the deductible, than the total amount of your expenditures you reported divided by your actual amount of your expenditures during the reporting period.
   d. We will not pay more than the applicable limit shown in the above Schedule.

2. Premium Computation
The premium will be adjusted at the end of the policy period. The total computed premium will be determined by multiplying your total expenditures used in your report by the rate shown in the above Schedule.

3. Premium Adjustment
We will compare the total computed premium to the Deposit Premium shown in the above Schedule. If it is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.

4. Minimum Premium
You must pay at least the Minimum Annual Premium shown in the above Schedule.

5. Cancellation
If this coverage is cancelled, you must report the amount of your expenditures you paid on the unscheduled contractors equipment that you leased, rented or borrowed from others up to and including the date of cancellation. We will compute the premium as provided above.

C. COINSURANCE
The Coinsurance condition of the Contractors Equipment Coverage Form does not apply to property to which this endorsement applies.
LOSS PAYEE SCHEDULE

POLICY NUMBER: 2033024 COMMERCIAL INLAND MARINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

SCHEDULE

Name of Person or Organization:
RANDALL INDUSTRIES, INC
741 S. ROUTE 83
ELMHURST, IL 60126

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Includes copyrighted material of Insurance Services Office, Inc., 1984

CM 71 50 06 94
The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. 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:

1. Pay its chosen appraiser; and
2. 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.

C. Duties In The Event Of Loss

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. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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. 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.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.
D. 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.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. We will not pay you more than your financial interest in the Covered Property.

3. 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 claim against us for the owners’ property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. 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 the terms of this Coverage Part and:
   a. We have reached agreement with you on the amount of the loss; or
   b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. 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.

G. Pair, Sets Or Parts

1. Pair Or Set
   In case of loss or damage 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 damage; or
   b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts
   In case of loss or damage 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.

H. 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.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. 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.

2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance; or
A business firm:

(1) Owned or controlled by you; or
(2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, 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. 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 the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.
INDIANA CHANGES — RIGHTS OF RECOVERY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

Loss Condition J. Transfer Of Rights Of Recovery Against Others To Us in the Commercial Inland Marine Conditions is replaced by the following:

J. 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. Our right to recover damages from another may be enforced even if the person or organization to or for whom we make payment has not been fully compensated for damages.

The person or organization to or for whom we make payment 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.

2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance; or
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you.

This will not restrict your insurance.
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 F — DEFINITIONS.

If a “loss” covered under this Coverage Form also involves a “loss” covered under any other Coverage Form that is made a part of this policy, then the broadest coverage will apply. If Covered Property is specifically scheduled or described under another Coverage Form, the valuation provisions of that more specific Coverage Form will apply.

A. COVERAGE
   We will pay for “loss” to Covered Property from any of the Covered Causes of Loss.
   1. COVERED PROPERTY, as used in this Coverage Form, means:
      a. Your contractors equipment; and
      b. Contractors equipment of others in your care, custody or control;
         that are scheduled in the Declarations.
   2. PROPERTY NOT COVERED
      Covered Property does not include:
      a. Automobiles, motor trucks, motorcycles, trailers, semi-trailers or any other vehicles designed and principally used for highway transportation unless unlicensed and not operated on public roads;
      b. Aircraft or watercraft;
      c. Property while waterborne, except while in transit by carriers for hire;
      d. Property while stored or operated underground in connection with any mining or drilling operations except as provided under the Drillers Underground Equipment Coverage Extension; or
      e. Contraband or property in the course of illegal transportation or trade.
   3. COVERED CAUSES OF LOSS
      Covered Causes of Loss means RISKS OF DIRECT PHYSICAL “LOSS” to Covered Property except those causes of loss listed in the Exclusions.

4. COVERAGE EXTENSIONS
   Unless otherwise stated in the Coverage Form or in a specific Coverage Extension, the following Coverage Extensions:
   i. Are in addition to the Section C. LIMITS OF INSURANCE;
   ii. Apply on a per occurrence basis; and
   iii. Are subject to the provisions of Section D. DEDUCTIBLE.
   a. Newly Acquired Property
      If during the policy period you acquire additional property of a type covered by this form, we will cover such property for up to 90 days, but not beyond the end of the policy period. The most we will pay under this Coverage Extension is the lesser of:
      (1) 25% of the total Limit of Insurance shown in the Declarations; or
      (2) $250,000.
      If you do not report your acquisition of such property within 90 days from the date acquired and pay any additional premium due, coverage will cease automatically 90 days after the acquisition date or at the end of the policy period, whichever occurs first.
   b. Debris Removal
      We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. Your expenses will be paid only if you report them to us in writing within 180 days of the date of the earlier of:
      (1) The date of direct physical “loss”; or
      (2) The end of the policy period.
The most we will pay under this Coverage Extension is 25% of the amount we pay for direct “loss” to the Covered Property. Any payment will not increase the applicable Limits of Insurance. But, if the debris removal expense exceeds the amount calculated above, or if the sum of our payments for direct “loss” and debris removal exceeds the applicable Limit of Insurance, we will pay up to an additional $50,000 in any one occurrence.

This Coverage Extension does not apply to costs to:

1. Extract “pollutants” from land or water; or
2. Remove, restore or replace polluted land or water.

c. Pollutant Clean Up and Removal

We will pay your expenses to extract “pollutants” from land or water if the release, discharge or dispersal of the “pollutants” resulting from a “loss” to Covered Property is caused by 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 earlier of:

1. The date of direct physical “loss”; or
2. The end of the policy period.

The most we will pay under this Coverage Extension is $25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

d. “Loss” to “Substitute Contractors Equipment”

We will pay for “loss” to “substitute contractors equipment” caused by or resulting from a Covered Cause of Loss. Coverage will start when you assume liability for “substitute contractors equipment”, and will end the earlier of the following dates:

1. When your “substitute contractors equipment” is no longer in your care, custody or control; or
2. The policy expiration date.

Subject to the limitations set forth in Subparagraphs (1) and (2) above, we will also pay for such “loss” if it occurs while “substitute contractors equipment” is in transit to or from the owner if you are liable for the item at the time of “loss”.

The most we will pay under this Coverage Extension is $25,000.

e. Theft Rewards

(This provision does not apply in New York)

We will pay for rewards given to any person or persons, other than you, your officers, your partners or your employees for information leading to a conviction in connection with an actual theft “loss” to Covered Property.

The most we will pay under this Coverage Extension is $5,000 per theft “loss”. This is the most we will pay regardless of the number of persons who provided information. No deductible will apply to this Coverage Extension.

f. Vandalism Rewards

(This provision does not apply in New York)

We will pay for rewards given to any person or persons, other than you, your officers, your partners or your employees for information leading to a conviction in connection with a vandalism “loss” to Covered Property.

The most we will pay under this Coverage Extension is $5,000 per vandalism “loss”. This is the most we will pay regardless of the number of persons who provided information. No deductible will apply to this Coverage Extension.

g. Expediting Expense

We will pay the reasonable and necessary extra cost incurred by you to make temporary repairs and to expedite the permanent repair or replacement of Covered Property in connection with a “loss” to Covered Property from a Covered Cause of Loss. Such incurred expenses may include but are not limited to costs to obtain replacement parts or materials on an expedited basis, additional labor expense and the extra cost of express freight or other rapid means of transportation.

This Coverage Extension will not pay for extra costs recoverable elsewhere in the policy or for permanent repair or replacement of Covered Property.

The most we will pay under this Coverage Extension is $25,000.
h. Fire Department Service Charge Expense
When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $5,000 for 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 Coverage Extension.

i. Fire Extinguisher Recharge Expense
We will pay for the cost to recharge or refill any fire extinguishing equipment when discharged:
(1) In response to a Covered Cause of Loss;
(2) As a result of the intended operation of such equipment to prevent or control a Covered Cause of Loss;
(3) Accidentally; or
(4) Resulting from a malfunction of the fire extinguishing equipment.
We will not pay for cost to recharge or refill fire extinguishing equipment:
(1) If you fail to use reasonable care to maintain the fire extinguishing equipment in proper operating condition; or
(2) If the discharge occurs while servicing, refilling or testing the fire extinguishing equipment.
The most we will pay under this Coverage Extension is $10,000.
No deductible applies to this Coverage Extension.

j. Spare Parts And Fuel
We will cover direct physical "loss" to the property identified in Subparagraphs (1) and (2) below caused by a Covered Cause of Loss:
(1) Spare parts and accessories for Covered Property; and
(2) Fluids for vehicles and Covered Property. Fluids include but are not limited to fuel, oil, grease and hydraulic fluid.
The most we will pay under this Coverage Extension is $5,000.

k. Transportation Of Contractors Equipment Of Others
We will cover your legal liability for "loss" caused by a Covered Cause of Loss to contractor’s equipment of others while in your care, custody and control for the purpose of transportation to a designated site.
The most we will pay under this Coverage Extension for any one item is the lesser of the following:
(1) The amount for which you are legally liable;
(2) The actual cash value of the contractors equipment;
(3) The cost of repairing or replacing the contractors equipment with equipment of a similar kind and quality; or
(4) $50,000.

m. Drillers Underground Equipment
We will pay for your expenses to recover “drilling equipment” when located underground at a job site.
The most we will pay under this Coverage Extension is the lesser of the following:
(1) The value of the “drilling equipment”;
(2) The cost of recovery; or
(3) $25,000.

B. EXCLUSIONS
1. We will not pay for a "loss" caused directly or indirectly by any of the following. 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.
   But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire caused by a Covered Cause of Loss to prevent its spread.
   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 a resulting fire caused by a covered Cause of Loss.
c. 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.

2. We will not pay for a “loss” caused by or resulting from any of the following:
   a. Dishonest acts by:
      (1) You, your employees or authorized representatives;
      (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
      (3) Anyone else to whom the property is entrusted.
      This exclusion applies whether or not such persons are acting alone or in collusion with other persons and without regard to whether such acts occur during the hours of employment.
      This exclusion does not apply to Covered Property in the custody of a carrier for hire.
   b. Missing property where the only proof of loss is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the Covered Property.
      This exclusion does not apply to Covered Property in the custody of a carrier for hire.
   c. Discharge, dispersal, seepage, migration, release or escape of “pollutants”:
      (1) Unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the “Specified Causes of Loss”; or
      (2) Except as provided for in the Pollutant Clean Up and Removal Coverage Extension.
      But if “loss” by any of the “Specified Causes of Loss” results from the discharge, dispersal, seepage, migration, release or escape of “pollutants”, we will pay for the resulting “loss” caused by the “Specified Causes of Loss”.
   d. Processing or work upon the Covered Property.
      But we will pay for direct “loss” to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this Coverage Form.
   e. Artificially generated current creating a short circuit or other electric disturbance within an item covered under this Coverage Form.
      But we will pay for direct “loss” to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this Coverage Form.
      This exclusion only applies to “loss” to that item in which the disturbance occurs.
   f. Weight of a load which under the operating conditions at the time of “loss” exceeds the registered lifting capacity of the equipment.
   g. Delay, loss of use, loss of market or any other cause of consequential “loss”.
   h. Voluntary parting with any Covered Property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

3. We will not pay for a “loss” caused by or resulting from any of the following. But if “loss” caused by a Covered Cause of Loss results, we will pay for that resulting “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.”
   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 wherever located.

d. Wear and tear, any quality in the property that
causes it to damage or destroy itself, hidden
or latent defect, gradual deterioration,
mechanical breakdown, corrosion, rust,
dampness, cold or heat.

C. LIMITS OF INSURANCE
The most we will pay for “loss” in any one occurrence
is the applicable Limit of Insurance shown in the
Declarations.

D. DEDUCTIBLE
1. We will not pay for “loss” in any one occurrence
until the amount of the adjusted “loss” before
applying the applicable Limits of Insurance ex-
ceeds the Deductible shown in the Declarations.
We will then pay the amount of the adjusted “loss”
in excess of the Deductible, up to the applicable
Limit of Insurance.

2. If a “loss” covered under this Coverage Form also
involves a “loss” under any other Coverage Form
issued by us or any company affiliated with us, the
most we will deduct from the payment for “loss” to
Covered Property is the single largest deductible
involved. Furthermore, each deductible will only be
applied against its applicable coverage and any
deductible amount(s) actually taken will be applied
toward any remaining larger deductible(s).

3. Waiver of Theft Deductible For Covered Property
   a. If there is a theft “loss” to Covered Property,
   we will waive the deductible if:

      (1) The Covered Property is equipped with an
          operational GPS tracking device or a
          similar tracking device; or

      (2) You have “properly registered” the stolen
          Covered Property with the National
          Equipment Register prior to the theft “loss”
          to the Covered Property.

   (3) In addition to Paragraph (1) or (2) above,
you must:

       (a) Report the theft “loss” of the Covered
           Property to the local law enforcement
           agency having jurisdiction as soon as
           you become aware of the theft; and

       (b) Report the “loss” to us in accordance
           with the terms and conditions of this
           policy.

E. ADDITIONAL CONDITIONS
The following conditions apply in addition to
the Commercial Inland Marine Conditions and the
Common Policy Conditions:

1. VALUATION
   a. The following is added to the VALUATION
      General Condition in the Commercial
      Inland Marine Conditions for Covered
      Property:

      (1) In the event of “loss” to Covered
          Property owned by you and pur-
          chased new within a five year period
          prior to the “loss”, we will determine
          the value of the Covered Property at
          Replacement Cost (without deduction
          for depreciation).

          (a) We will not pay more for “loss” on
              a Replacement Cost basis than
              the lesser of:

              i. The limit of insurance for any
                  one item;

              ii. The cost to replace the Cov-
                  ered Property with other
                  Covered Property of similar
                  quality and capability and
                  used for the same purpose;
                  or

              iii. The amount you actually
                   spend that is necessary to
                   repair or replace the Covered
                   Property.

          (b) We will pay on an Actual Cash
              Value basis until the lost or
              damaged Covered Property is
              actually repaired or replaced.

          (c) If the Covered Property is not
              repaired or replaced within 180
              days of the date of “loss”, valua-
              tion will remain on an Actual Cash
              Value basis.

   b. In the event of a “loss” to Covered
      Property leased or rented from others,
      if the written lease or rental agree-
      ment requires that you insure the
      Covered Property on a Replacement
      Cost basis, we will determine the
      value of the Covered Property at
      Replacement Cost subject to Para-
      graphs a.(1)(a) through a.(1)(c)
      above.

2. COVERAGE TERRITORY
   We cover property wherever located within:
   a. The United States of America;
   b. Puerto Rico; and
   c. Canada.
3. **COINSURANCE**

All Covered Property must be insured for at least 80% of its total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" to an item that the Limit of Insurance shown in the Declarations for the item bears to 80% of its total value as of the time of "loss".

Coinsurance does not apply to Covered Property that you lease, rent or borrow from others.

4. **RECORDS**

You must keep accurate records of your business and retain them for three years after the policy ends.

5. **LOSS PAYABLE**

For Covered Property in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:

a. Adjust "losses" with you; and

b. Pay any claim for "loss" jointly to you and the Loss Payee, as interests may appear.

6. **DEFINITIONS**

1. "Drilling Equipment" means drill bits, stems, adapters, hammers, fittings, measuring devices, pumps and similar drilling parts or accessories normal to drilling operations.

2. "Loss" means accidental loss or damage that occurs during the policy period.

3. "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.

4. "Properly registered" means providing National Equipment Register (NER) with the specific manufacturer, model number, serial number and year manufactured either through your online entry of this information in the NER web site or sending this information on an electronic spreadsheet directly to NER.

5. "Specified Causes of Loss" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; sonic boom, volcanic action; falling objects; weight of snow, ice or sleet or 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 accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a part of a system or appliance containing water or steam.

6. "Substitute Contractors Equipment" means substitute equipment similar to the contractors equipment used in your business operations that you must rent due to "loss" to your contractors equipment caused by or resulting from a Covered Cause of Loss. "Substitute Contractors Equipment" are only those items which are:

a. Necessary to continue your normal business operations; and

b. Needed because you do not have other contractors equipment available for similar use.
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 F. — DEFINITIONS.

If we or any of our affiliates issue other insurance to you and more than one limit of insurance applies to loss or damage sustained by you, then the broadest coverage will apply. If Covered Property is specifically scheduled or described under another Coverage Form, the valuation provisions of that more specific Coverage Form will apply.

A. COVERAGE

We will pay for direct loss or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property, as used in this Coverage Form, means the property described in the Declarations that:

a. You own; or
b. Is in your care, custody or control.

2. PROPERTY NOT COVERED

Covered Property does not include:

a. Real Property;
b. Aircraft or Watercraft;
c. Vehicles or self-propelled machines that are licensed for use on public roads;
d. Property after it is sold and delivered or otherwise disposed of, including property sold under a deferred payment sales agreement; or
e. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

4. Coverage Extensions

The Limits of Insurance shown in Paragraph A.4. Coverage Extensions are separate from, and will not reduce, the Limit Of Insurance shown in the Declarations as applicable to the Covered Property.

a. Debris Removal

(1) We will pay your expenses to remove debris of Covered Property caused by or resulting 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) The most we will pay under this Coverage Extension is 25% of:

(a) The amount we pay for the direct physical loss or damage to Covered Property; plus

(b) The deductible in this Policy applicable to that loss or damage.

(3) Payment under this Coverage Extension will not increase the Limit Of Insurance stated in the Declarations as applicable to the Covered Property, but if:

(a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or

(b) The debris removal expense exceeds the amount payable under the 25% limitation;

we will pay up to an additional $10,000 in any one occurrence, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations.
This Coverage Extension does not apply to costs to:

(a) Extract “pollutants” from land or water; or

(b) Remove, restore or replace polluted land or water.

b. False Pretense

We will pay for loss or damage to Covered Property when you, your agents, consignees or customers voluntarily part with the covered property due to:

(1) Having accepted false bills of lading or shipping receipts; or

(2) Someone causing you to voluntarily part with the covered property by trick, scheme, device or under false pretense.

Coverage is excluded, for loss or damage to property which is otherwise covered, when the person committing the wrongful act is an employee.

The most we will pay under this Coverage Extension is $25,000 per occurrence, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations.

c. Rewards (This provision does not apply in New York)

(1) We will reimburse you for rewards paid as follows:

(a) Up to $10,000 per occurrence, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations, to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss or damage to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:

(i) Replacement Cost of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or

(ii) The amount determined by the loss settlement procedure applicable to the Covered Property.

(b) Up to $10,000 per occurrence, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations, to an eligible person for the return of stolen Covered Property, when loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

(i) Replacement Cost based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or

(ii) The amount determined by the loss settlement procedure applicable to the Covered Property returned.

(2) This Coverage Extension applies subject to the following conditions:

(a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the necessary information or return the stolen Covered Property, and who is not:

(i) You or any family member;

(ii) Your employee or any of his or her family members;

(iii) An employee of a law enforcement agency;

(iv) An employee of a business engaged in property protection;

(v) Any person who had custody of the Covered Property at the time the theft was committed; or

(vi) Any person involved in the crime.
(b) There will be no reimbursement for a reward paid unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.

(c) The amount of the reward is the most we will reimburse under this Coverage Extension for loss in any one occurrence.

(d) The insured must have posted public notice of the reward prior to the person having been first to voluntarily provide the necessary information or return the stolen Covered Property.

d. Additional Acquired Property

If during the policy period you acquire additional property of a type already covered by this Coverage Form, we will cover such property for up to 60 days, but not beyond the end of the policy period. The most we will pay for loss or damage is the lesser of:

(1) 25% of the total Limit Of Insurance shown in the Declarations for all individually listed and described items; or

(2) $25,000 for any one item, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations.

You will report values of such property to us within 90 days, unless a greater number of days is shown in the Declarations, from the date you take possession and will pay any additional premium due. If you do not report such property, coverage will cease automatically 60 days, unless a greater number of days is shown in the Declarations, after the date the property is acquired or at the end of the policy period, whichever occurs first.

The Coinsurance Additional Condition does not apply to this Coverage Extension.

e. Inventory And Appraisal Expense

We will pay for reasonable inventory and appraisal expenses made at our request and not due to a disagreement.

We will not pay for any expenses incurred, directed or billed by or payable to any public adjuster or public accountants or any costs as provided in the Loss Conditions - Appraisal under the Commercial Inland Marine Conditions form.

The most we will pay under this Coverage Extension is $25,000 per occurrence, unless a different Limit Of Insurance is shown for this Coverage Extension in the Declarations.

f. Spare Parts and Fuel

We will pay for loss or damage to the following property caused by a Covered Cause Of Loss:

(1) Spare parts and accessories for Covered Property; and

(2) Fluids for vehicles and Covered Property. Fluids include but are not limited to fuel, oil, grease and hydraulic fluid.

The most we will pay under this Coverage Extension is $5,000.

B. Exclusions

1. We will not pay for a 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 or damage.

a. Government 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 Form.

b. 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 direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.
c. 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.

Exclusions B.1.a. through B.1.c. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

a. Denting, chipping, marring or scratching.

b. Delay, loss of use, loss of market or any other consequential loss.

c. Dishonest or criminal act (including theft) committed by:

(1) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;

(2) A manager or a member if you are a limited liability company; or

(3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives; whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion 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.

d. Processing or work upon the property.

But if processing or work upon the property results in fire or explosion, we will pay for direct loss or damage caused by that fire or explosion, if the fire or explosion would be covered under this Coverage Form.

e. Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

But this exclusion does not apply to Covered Property:

(1) In the custody of a carrier for hire;

(2) At a “job site”; or

(3) At premises you own, lease or occupy.

“Jobsite” means the premises where the Covered Property will be permanently located at completion of the construction, erection, fabrication or installation.

This exclusion applies unless otherwise indicated in the Declarations.

f. Unexplained disappearance.

g. Shortage found upon taking inventory.

h. 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;

creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.
But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

This exclusion only applies to loss to that item in which the disturbance occurs.

i. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense, except as provided in Section A.4.b., the False Pretense Coverage Extension.

j. Unauthorized instructions to transfer property to any person or to any place.

k. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

l. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

3. We will not pay for a loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Wear and tear, depreciation.

b. Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

c. Mechanical breakdown (including rupture or bursting caused by centrifugal force), malfunction or failure to operate.

d. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

e. Dampness or dryness of atmosphere.

f. Changes in or extremes of temperature.

However, with respect to Paragraphs 3.c., 3.e. and 3.f., we will pay for such loss or damage caused directly by fire, lightning, explosion, windstorm or hail, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by “accident” of the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.

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.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

In the event that more than one Deductible applies to loss or damage as a result of one occurrence, we will apply only the largest Deductible.

E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. Coverage Territory

   a. We cover property wherever located within:

      (1) The United States of America (Including its territories and possessions);

      (2) Puerto Rico; and

      (3) Canada.

   b. We also cover property being shipped by air within and between points in Paragraph a.

2. Coinsurance

   All items must be covered for their total value as of the time of loss or damage or you will incur a penalty.
The penalty is that we will pay only the proportion of any loss or damage to these items that the Limit Of Insurance shown in the Declarations for them bears to their value as of the time of loss or damage. We will use the following steps:

a. Divide the Limit of Insurance of the lost or damaged item of Covered Property by the value of the item at the time of loss or damage;

b. Multiply the total amount of loss or damage, before the application of any deductible, by the figure determined in Step a.; and

c. Subtract the deductible from the figure determined in Step b.

We will pay the amount determined in Step c. 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.

3. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss jointly to you and the Loss Payee, as interests may appear.

F. Definitions

1. “Accident” means:
   a. Upset or overturn of the transporting vehicle; or
   b. Accidental contact of the transporting vehicle with another vehicle or object, but not including:
      (1) The roadbed or curbing;
      (2) Rails or ties of street, steam or electric railroad; or
      (3) Any stationary object while backing for loading or unloading purposes.

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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

The following General Condition is added to the Commercial Inland Marine Conditions:

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.
# DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE

## Item One - Name of Insured & Mailing Address

**SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025**

### Policy Period
- **From:** JUNE 28, 2021
- **To:** JUNE 28, 2022

12:01 A.M., Standard Time At The Insured's Mailing Address.

### Producer
**SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025**

**Producer Number:** 00-13083-00000

**Named Insured is:** CORPORATION

**Business of the Named Insured:** NOT FOR PROFIT THEATRE

## Limits Of Insurance

<table>
<thead>
<tr>
<th>Occurrence Limit</th>
<th>Aggregate Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

**Self Retained Limit:** $.00

## Schedule of Underlying Insurance and Limits

### Standard Employers Liability or Stop-Gap Employers Liability Policy

**Company:** SELECTIVE INS CO OF THE S

**Policy No.** WC 7995571 01

### Policy Period
- **From:** MARCH 12, 2021
- **To:** MARCH 12, 2022

- **Employers Liability Each Accident:** $500,000
- **Disease Each Employee:** $500,000
- **Disease Each Policy:** $500,000

### Commercial General Liability Policy

**Company:** SELECTIVE LIABILITY CO OF THE S

**Policy No.** S 203302409

### Policy Period
- **From:** JUNE 28, 2021
- **To:** JUNE 28, 2022

- **General Aggregate:** $2,000,000
- **Products-Completed Operations:** $2,000,000
- **Personal and Advertising Injury Limit:** $1,000,000
- **Each Occurrence Limit:** $1,000,000

### Automobile Liability Policy

**Company:** SELECTIVE INS CO OF THE S

**Policy No.** S 203302409

### Policy Period
- **From:** JUNE 28, 2021
- **To:** JUNE 28, 2022

- **Bodily Injury and Property Damage Combined Each Accident:** $1,000,000

## Premium Schedule:

<table>
<thead>
<tr>
<th>Estimated Exposure Base</th>
<th>Rate</th>
<th>Rate Per</th>
<th>Annual Minimum Premium</th>
<th>Estimated Premium Due</th>
</tr>
</thead>
</table>

In the event of cancellation by the Named Insured we will receive and retain not less than as the Policy Minimum Premium.

**Forms and Endorsements:**

**SEE FORMS AND ENDORSEMENT SCHEDULE: IL-7035**

**Estimated Total Premium:** $765.00

---

**MAY 4, 2021**

**HEARTLAND REGION**

**Issue Date**

**Issuing Office**

**Authorized Representative**

CX-0003 (01/99)
INDIANA CHANGES —  
AMENDMENT OF DEFINITION OF POLLUTANTS

POLICY NUMBER:  COMMERCIAL UMBRELLA LIABILITY  
CXL 459 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Specifically identified substances or materials</th>
<th>a. Petroleum, or petroleum distillates, derivatives or constituents;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>b. Fuels and fuel additives, whether or not petroleum based, including but not limited to aviation fuel, fuel oil, gasoline, diesel fuel, diesel range organics, Bunker C, kerosene, methyl tert-butyl ether (MTBE), propane, butane and natural gas;</td>
</tr>
<tr>
<td></td>
<td>c. Antifreeze and other coolants, brake fluid, cutting oils and other metal working fluids, grease, lubricants, hydraulic fluid, motor oil, transmission fluid and other vehicle or machinery operating fluids, whether or not petroleum based;</td>
</tr>
<tr>
<td></td>
<td>d. Adhesives, coal tar, dry cleaning chemicals, exhaust gases, herbicides, insecticides or pesticides, manufactured gas plant byproducts (MGP), mineral spirits, silt, sewage, sludge, stoddard solvents, other solvents, tar and transformer fluids;</td>
</tr>
<tr>
<td></td>
<td>e. Alcohols, aldehydes, aliphatics, bromated fluorocarbons, chlorofluorocarbons, chlorinated fluorocarbons (CFCs), CFC 113, chlorinated hydrocarbons, dioxins, esthers, freon, glycols, ketones, nitrates, phenols, polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated dibenzodioxins, ethylene glycol, methanol, ethanol, isopropyl alcohol and propylene glycol;</td>
</tr>
<tr>
<td></td>
<td>f. Toxic metals, semi-metals and their oxides;</td>
</tr>
<tr>
<td></td>
<td>g. Substances listed below:</td>
</tr>
<tr>
<td></td>
<td>Acrylonitrile, aluminum, ammonia, antimony, anthracene, aroclor, arsenic, barium, benzene, benzo(a)pyrene, beryllium, 1-bromopropane, 2-butoxyethanol, cadmium, carbon monoxide, carbon tetrachloride, chlorine, chloroform, chromium, cobalt, copper, cresol, cyanide, dichlorobenzene, dichloroethane, dichloroethene, dichloroethylylene (DCE), dichloromethane, dieldrin, ethylbenzene, ethylene dichloride, ethyl tert-butyl ether, hexachlorocyclohexane (BCH), hexafluorocarbon, hexavalent chromium, hexylene glycol, lead, manganese, mercury, methylene chloride, methane chloroform, methyl isobutyl ketone, methyl ethyl ketone, naptha, naphthalene, n-butyl acetate, nickel, pentachlorophenol, perchloroethylene (PCE; PERC), peroxides, phosphates, phosphorus, plutonium, selenium, styrene, sulfate, tert-butyl alcohol, tertiary-amyl methyl ether (TAME), tetrachloroethane, tetrachloroethylene, tetrachlorodibenzo-p-dioxin (TCDD), toluene, trichlorobenzene, trichloroethane (TCA), trichloroethylene (TCE), thallium, thorium, tin, toxaphene, uranium, vinyl chloride, xylene, zinc; or</td>
</tr>
<tr>
<td></td>
<td>h. Substances regulated or listed under any of the following:</td>
</tr>
<tr>
<td></td>
<td>(1) CERCLA (the Comprehensive Environmental Response, Compensation, and Liability Act) 1997 and all subsequent editions;</td>
</tr>
<tr>
<td></td>
<td>(2) The Agency for Toxic Substances and Disease Registry ToxFAQs;</td>
</tr>
<tr>
<td></td>
<td>(3) U.S. Environmental Protection Agency EMCI Chemical References Complete Index;</td>
</tr>
<tr>
<td></td>
<td>(4) IC 13</td>
</tr>
<tr>
<td></td>
<td>(5) Title 42 of the United States Code;</td>
</tr>
<tr>
<td></td>
<td>(6) Substances required to be identified by the Indiana Department of Environmental Management and Occupational Safety Heath Act (OSHA); or</td>
</tr>
<tr>
<td></td>
<td>(7) Substances on Safety Data Sheets applicable to your operations.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
The definition of “pollutants” is replaced by the following:
“Pollutants” means any substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any substances or materials identified in the Schedule. Waste includes materials to be recycled, reconditioned or reclaimed.
The definition of “pollutants” applies whether or not the irritant or contaminant has any function in your business, operations, premises, site or location.
VARIOUS PROVISIONS IN THIS COVERAGE PART RESTRICT COVERAGE. READ THE ENTIRE COVERAGE PART CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

THROUGHOUT THIS COVERAGE PART 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 COVERAGE PART. 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.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS AND CONDITIONS OF THIS COVERAGE PART, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS COVERAGE PART.

SECTION I — COVERAGES

A. Insuring Agreement

1. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “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 when the “underlying insurance” does not provide coverage or the limits of “underlying insurance” have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other “suit” seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance does not apply. At our discretion, we may investigate any “occurrence” or offense that may involve this insurance and settle any resultant claim or “suit”, for which we have the duty to defend. But:

   a. The amount we will pay for the “ultimate net loss” is limited as described in Section III — Limits of Insurance; and

   b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section I — Coverages, C. Supplementary Payments.

2. This insurance applies to “bodily injury”, or “property damage” only if:

   a. The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;

   b. The “bodily injury” or “property damage” occurs during the policy period; and

   c. Prior to the policy period, no insured listed under Paragraph A. 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.
3. “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 A. 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.

4. “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 A. of Section II — Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:
   a. Reports all, or any part of the “bodily injury” or “property damage” to us or any other insurer;
   b. Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or
   c. Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.

5. Damages because of that “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”.

6. 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.

B. Exclusions

This insurance does not apply to:

1. Aircraft or Watercraft

   “Bodily injury” or “property damage” arising out of the ownership, maintenance, operation, use, including “loading or unloading” or entrustment to others of watercraft over 50 feet in length or any aircraft.
   a. Owned by any insured:
   b. Chartered without crew by or on behalf of any insured; or
   c. Owned and operated by any employee of an insured.

   This exclusion does not apply to:
   (1) A watercraft while ashore on premises you own or rent; or
   (2) Liability assumed under any contract or agreement.

2. Contractual Liability

   Any obligation or liability assumed by the insured under any contract or agreement.

   This exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”.

3. Damage to Impaired Property or Property not Physically Injured

   “Property damage” to “impaired property” or property that has not been physically destroyed or injured, arising out of;
   a. A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
   b. 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.

4. Damage to Property

   “Property damage” to:
   a. Property
      (1) You own 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; or
      (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a “covered auto”.

CXL 4 04 03
Page 2 of 17
INSURED'S COPY
b. Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

c. That particular part of real property on which you or any other contractors or subcontractors, working directly or indirectly on your behalf, are performing operations, if the “property damage” arises out of those operations; or

d. That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs c. and d. of this exclusion do not apply to the extent that coverage is provided for the insured by “underlying insurance”.

5. Damage to Your Product

“Property damage” to “your product” arising out of it or any part of it.

6. 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.

7. 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.

8. Employer’s Liability

“Bodily injury” to:

a. An employee of the insured arising out of and in the course of employment by the insured; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of a. 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 the extent that coverage is provided for the insured by “underlying insurance”.

9. Employment-Related Practices

“Bodily injury” or “personal and advertising injury” to:

a. A person arising out of any:
   (1) Refusal to employ that person;
   (2) Termination of that person’s employment; or
   (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, 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 “bodily injury” or “personal and advertising injury” to that person at whom any of the employment-related practices described in Paragraphs (1), (2) or (3) above is directed.

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.

10. E.R.I.S.A.

Any obligation of the insured under the Employers’ Retirement Income Security Act and any amendments thereto or any similar federal, state or local statute.
11. Auto Coverages

Any loss, cost or expense payable under or resulting from any first party “bodily injury” or “property damage” coverage, automobile no-fault law, uninsured motorists or underinsured motorists law or any similar law.

12. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, unemployment compensation or disability benefits law, or under any similar law.

13. Liquor Liability

“Bodily injury”, “property damage” or “personal and advertising injury” for which the insured may be held liable by reason of:

a. Causing or contributing to the intoxication of any person;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”. Coverage provided will follow the provisions, exclusions and limitations of the “underlying insurance” unless otherwise directed by this insurance.

14. Personal and Advertising Injury

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 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 of material whose first publication took place before the beginning of the policy period. All “personal and advertising injury” arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

d. Willful Violation Of Penal Statute Or Ordinance

“Personal and advertising injury” arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.

e. Breach Of Contract

“Personal and advertising injury” arising out of breach of contract, except an implied contract to use another’s advertising idea in your “advertisement”.

f. 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”.

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 you “advertisement”.

h. 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.

However, this exclusion does not apply to infringement in your “advertisement” of copyright, trade dress or slogan.
i. 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 websites for others; or
(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 13.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.

j. 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.

k. 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.

15. Pollution

Any damages arising out of the “pollution hazard”. But, this exclusion does not apply with respect to “pollution hazard” coverage provided in any “Underlying Insurance”, except:

a. Any “underlying insurance” “pollution hazard” coverage provided with “sub-limits”; or
b. Any coverage provided in “underlying insurance” claims-made coverage for the “Pollution Hazard”.

This exclusion applies whether or not the “Pollutant” has any function in your business, operations, premises, site or location.

16. Professional Services

“Bodily injury”, “property damage” or “personal and advertising injury” due to rendering or failure to render any professional service. This includes but is not limited to:

a. Legal, accounting or advertising services;
b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
c. Supervisory, inspection or engineering services;
d. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
e. Any health or therapeutic treatment, advice or instruction;
f. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
g. Optometry or optical or hearing aid services including the prescribing, preparation, fitting demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
h. Body piercing services;
i. Professional health care services as a pharmacist;
j. Law enforcement or firefighting services; and
k. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”.
17. Racing or Stunting Activities

“Bodily injury” or “property damage” arising out of the ownership or any insured's use of “mobile equipment” or “autos” in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition or stunting activity or contest.

18. 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:

a. “Your product”;

b. “Your work”; or

c. “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.

19. War

“Bodily injury”, “property damage” or “personal and advertising injury”, however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war; or

b. 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

c. Insurrection, rebellion, revolution usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Supplementary Payments

1. When the duty to defend exists under this coverage part, 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. The cost of:

   (1) Bail bonds up to $3,000; or

   (2) The cost of appeal bonds to release attachments, but only for bond amounts with the applicable limit of insurance.

We do not have to furnish these bonds;

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claims or “Suit”, including actual loss of earnings up to $250 a day because of time off from work;

d. All costs taxed against the insured in the “Suit”;

e. Prejudgement interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgement interest based on the period of time after the offer;

f. All interest on the full amount of any judgement that accrues after entry of the judgement and before we have:

   (1) Paid, or offered to pay; or

   (2) Deposited in court;

   The part of the judgement 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 to which “underlying insurance” applies;

b. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same contract or agreement to which “underlying insurance” applies;

c. 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;
d. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such “suit” and agree we can assign the same counsel to defend the insured and the indemnitee; and

e. 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) Provide 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, attorney’s 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. 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 attorney’s fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgements, or settlements, or the terms of the agreement described in Paragraph e. above, are no longer met.

3. If we are prevented by law or otherwise from carrying out the provisions of Section C. Supplementary Payments, we will pay any expense incurred with our written consent.

SECTION II — WHO IS AN INSURED

A. Except for liability arising out of the ownership, maintenance, or use of “covered autos”:

    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; or

(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 (1)(a) or (b) above.

(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”, or 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 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. With Respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

   a. “Bodily injury” to a co-“employee” of the person driving the equipment; or

   b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any other person or organization insured under any policy of “underlying insurance”. The coverage afforded such insureds under this policy will be not broader than the “underlying insurance” except for this policy’s Limits of Insurance.

5. Any additional insured under any policy of “underlying insurance” will automatically be insured under this 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 required by the contract, less any amounts payable by any “underlying insurance”, subject to Section III — Limits of Insurance.

   Additional insured coverage provided by this insurance will not be broader than coverage provided by “underlying insurance”.

6. Any person using an aircraft you charter with pilot or air crew, and any person legally responsible for the use of the aircraft provided its actual use is with your permission; except no coverage is afforded:

   a. The owner, pilot or air crew of the aircraft or any other person operating it; or
b. Any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales, service or repair organization or airport or hangar operator or any of their “Employees”.

c. Someone using a “covered auto” while he or she is working in a business of selling, servicing, repairing, parking or storing “autos” unless that business is yours.

d. Anyone other than your “employees”, partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their “employees”, while moving property to or from a covered auto.

e. A partner (if you are a partnership), or a member (if you are a limited liability company) for a “covered auto” owned by him or her or a member of his or her household.

7. 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 set forth in the Declarations, whichever is earlier; and

b. Coverage is applicable only in excess of the limits of “underlying insurance”, and you must add the organization to your “underlying insurance” as soon as practicable, advising us of the addition. We may then adjust the premium charges.

c. Coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and

d. Coverage does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

3. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

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.

No person is an insured as respects “Bodily Injury” to a fellow “employee” unless such insurance is provided the insured by “underlying insurance”.

SECTION III — LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the provisions below fix the most we will pay regardless of the number of:

1. Insureds;

2. Claims made or “suits” brought or number of vehicles involved; or

3. Persons or organizations making claims or bringing “suits”.

B. Subject to D. below, The Occurrence Limit is the most we will pay for the “ultimate net loss” because of “bodily injury” and “property damage” arising out of any one “occurrence”.

C. Subject to D. below, the Occurrence Limit is the most we will pay for the “ultimate net loss” because of all “personal and advertising injury” sustained by any one person or organization.
D. The Aggregate Limit is the most we will pay for all “ultimate net loss” because of “bodily injury”, “property damage” and “personal and advertising injury” regardless of the number of covered “occurrences” during each annual period of this policy, except:

1. The aggregate limit shall apply separately to and in excess of each aggregate limit of the “underlying policy”.
2. The aggregate limit does not apply to “auto” liability arising out of the ownership, maintenance, use or entrustment of any “covered auto”. Use includes operation, “loading or unloading”.

E. The Aggregate limit as described in D. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown on the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be part of the last preceding period.

F. If the applicable limit of insurance of the “underlying policy” is less than stated in the Declarations because the aggregate limit of insurance of the “underlying policy” has been reduced or exhausted, we will, subject to the Limits of Insurance and all other provisions of this policy:

1. Pay in excess of the reduced underlying limit of insurance; or
2. Continue in force as “underlying insurance” until this policy expires or until our aggregate limit is exhausted;

provided such reduction or exhaustion is solely the result of damages paid because of an “occurrence” during this policy period.

G. If the applicable limit of insurance of an “underlying policy” is a “sub-limit”, this insurance will not apply, whether or not such “sub-limit” has been reduced by any payments under the “underlying policy”.

H. If the applicable limit of insurance of the “underlying policy” is more than that stated in the Declarations this insurance becomes excess of such higher limits of insurance.

SECTION IV — CONDITIONS

A. Appeals

If the insured or the insured’s “underlying insurer” elects not to appeal a judgment in excess of the underlying or “retained limit”, we may elect to make such appeal at our cost and expense. We shall be liable, in addition to the applicable limit of insurance, for any taxable costs, payments and incidental interest. In no event shall our liability for “ultimate net loss” exceed the amount applicable to any one “occurrence” including all expenses of the appeal.

B. Bankruptcy

Your bankruptcy, insolvency or receivership, or, that of your estate, will not relieve us of our obligations under this Coverage Part.

In the event of bankruptcy, insolvency or receivership of any “underlying insurer”, this policy will not apply as a replacement of the bankrupt or insolvent insurer. Our Limits of Insurance will only apply in excess of the minimum required limits of “Underlying Insurance” stated in this Coverage Part.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. 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:
   a. How, when and where the “occurrence” or offense took place;
   b. The names and addresses of any injured persons and witnesses; and
   c. The nature and location of any injury or damage arising out of the “occurrence” or offense.

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 or settlement of the claim or defense against the "suit"; 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 injury or damage to which this insurance may also apply.

4. No insureds 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.

D. Expanded Coverage Territory

1. If a claim or "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico, or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the claim or "suit". We will reimburse the insured, under Supplementary Payments, for any approved expenses incurred for the defense of such "suit" or claim seeking damages to which this insurance applies, that we would have been paid had we been able to exercise our right and duty to defend.

2. All payments or reimbursements we make for damages because of judgements or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgements or settlements.

   Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

E. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

2. To sue us under 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.
F. Loss Payable

Liability under this Coverage Part shall not apply unless and until the insured or insured’s “underlying insurer” has become obligated to pay the “retained limit”. Such obligation by the insured to pay part of the “ultimate net loss” shall have been previously determined by a final settlement or judgement after an actual trial or written agreement between the insured, claimant and us.

G. Maintenance Of Underlying Insurance

Each policy of “underlying insurance” must remain in force for the full term of this policy except:

1. For changes agreed to by us in writing;
2. For any reduction of the aggregate limits of such “underlying insurance” because of payment of claims, settlements or judgements arising out of occurrences during the policy period.

If you do not maintain “Underlying Insurance”, we will pay only those damages or injuries that would have been paid had “Underlying Insurance” been maintained.

H. Other Insurance

1. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has the 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 insurers.

2. When this insurance is excess over other insurance, we will pay only our share of the “ultimate net loss” 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.

I. Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. 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.
3. 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.

J. Premiums

The First Named Insured shown in the Declarations will be:

1. Responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

The premium is fully earned if the Limits of Insurance are used up prior to the end of the policy period.

K. Representations or Fraud

By accepting this policy, you agree that:

1. The statements in the application and Declarations, and any subsequent notice relating to “underlying insurance”, 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.
4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.
L. 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 as if each Named Insured were the only Named Insured, and separately to each insured against whom claim is made or “suit” is brought.

M. 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. Any recovery will be applied in the following order:

1. To any person or insurer who may have paid for liability in excess of our limit of liability;
2. To us up to the amount we paid under this policy; and, then
3. To any person or insurer to the extent that the person or insurer is entitled to claim the remaining amount, if any.

Reasonable expenses incurred in the exercise of rights of recovery will be shared among all interests on a pro rata basis according to their respective losses.

N. Underlying Insurance

The limits of “underlying insurance” shall apply, no matter what defense the “underlying insurer” may use because of the insured’s failure to comply with any condition of the “underlying insurance” following an “occurrence”. You must inform us promptly of any changes in “underlying insurance”. We may make adjustments to our premium charges for this policy from the date of the changes to the “underlying insurance”. We must also be notified within 30 days if any coverage is canceled or aggregate limit exhausted.

O. When We Do Not Renew

If we decide not to renew this Coverage, 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 purpose 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 purpose of attracting customers or supporters is considered an advertisement.

2. “Auto” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any attached machinery or equipment. But “auto” does not include “mobile equipment”.

3. “Bodily injury” means bodily injury, sickness, disease or disability sustained by a person, including death from any of these at any time including mental anguish or mental injury sustained by a person who has suffered a covered “bodily injury” as defined in this paragraph.

4. “Coverage territory” means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

5. “Covered auto” means only those “autos” to which “underlying insurance” applies.

6. “Employee” includes a “leased worker”. “Employee” does not include a “temporary worker”.

CXL 4 04 03
Page 13 of 17
7. “Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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. “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”.

10. “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 “auto”, aircraft or watercraft;
   b. While it is in or on an “auto”, aircraft or watercraft;
   c. While it is being moved from an “auto” aircraft or watercraft 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 “auto”, aircraft or watercraft.

11. “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.
12. “Occurrence” means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions that result in “bodily injury” or “property damage”. All damages arising from continuous or repeated exposure to substantially the same general conditions shall be deemed one “Occurrence”.

b. An offense that results in “personal and advertising injury”. This does not include an offense committed with actual malice. All damages that arise from the same general conditions shall be deemed to arise from one “Occurrence”. All damages involving the same injurious act, regardless of the frequency, repetition or the number or kind of media used, or the number of claimants shall be deemed to arise from one “occurrence”.

13. “Personal and advertising injury” means injury, including consequential “bodily injury” arising out of one more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. 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 violates a person’s right of privacy; or

e. 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 service.

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”.

h. Discrimination because of race, religion, age, sex or physical disability.

This does not apply:

(1) To offenses committed by or at the direction of the insured; or

2) If insurance for such offenses is prohibited by law;

committed during the policy period.

14. “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.

15. “Pollution hazard” means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any “pollutants” arising out of the discharge, dispersal, seepage, migration, release or escape of such “pollutants”.

“Pollution hazard” includes losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including but not limited to any governmental obligation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, in any way respond to, or assess the effects of “pollutants”.

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.

b. “Your work” will be deemed completed at the earliest of the following times:

(1) When all the work called for in your contract has been completed;

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site;

(3) 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 completed, will be treated as completed.
c. 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 it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which “underlying insurance” classifications or manual rules include products or completed operations coverage.

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. “Retained limit” means the greater of:

a. The total of the limits as shown in the Declarations for the coverage(s) in question, and the limits of any other insurance not shown in the declarations that is valid and collectible; or

b. The limit shown in the Declarations as the “self-retained limit”.

However, “retained limit” does not mean any “sub-limit”.

19. “Self-retained limit” means the dollar amount shown in the Declarations to be paid by an insured if no “underlying insurance” or any other insurance applies to an “occurrence” covered under this policy. The “self-retained limit” does not apply to “occurrences” or offenses which would have been covered by “underlying insurance” but for the exhaustion of applicable limits. These provisions do not apply to any “sub-limit” which has been reduced or exhausted.

20. “Sub-limit” means a limit of insurance of the “underlying policy” which:

a. As originally granted at the effective date of the “underlying policy”, or

b. At its original addition by endorsement to that “underlying policy” is an amount less than that stated in the Declarations of this policy.

21. “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 or the “underlying insurer’s” consent.

22. “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.

23. “Ultimate net loss” means the total of the following sums for each “occurrence” to which this policy applies:

a. All sums for which the insured becomes legally obligated to pay as damages, either by reason of adjudication or settlement or any arbitration or other alternate dispute method entered into with our consent or the “underlying insurer’s” consent. This includes deduction for recoveries and salvages paid or to be paid.
b. All expenses, other than defense settlement expenses provided in Section I — Coverages, C. Supplementary Payments incurred by or on behalf of the insured in the investigation, negotiation, settlement and defense of any "suit" seeking damages under this policy. However, the salaries of the insured’s regular employees are excluded.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the section titled Schedule of Underlying Insurance and Limits.

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the schedule of "underlying insurance".

26. "Underlying policy" means a policy providing "underlying insurance" or any other applicable insurance.

27. "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.

28. "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.

29. "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.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
   a. structures or manufacturing processes containing "asbestos";
   b. the disposal of "asbestos" or goods, products or materials containing "asbestos";
   c. the storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
   d. the removal of "asbestos" from any goods, products, materials, structures or manufacturing processes,
      whether or not such "asbestos" is airborne.

2. We shall have no obligation under this coverage part:
   a. to investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
   b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
   c. for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."

3. "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury”, or “property damage” or “personal and advertising injury” to any student or pupil arising out of any corporal punishment administered by or at the direction of any insured.
PROPERTY OF OTHERS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "Property Damage" to:

1. Property rented or occupied by the insured;
2. Property loaned to the insured;
3. Property in the care, custody or control of the insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Paragraph 11. Auto Coverages under SECTION I, B. Exclusions is deleted in its entirety and replaced by the following:

This insurance does not apply to:

11. Auto Coverages

a. Any loss, cost or expense payable under or resulting from any first party “bodily injury” or “property damage” coverage, automobile no-fault law, uninsured motorists or underinsured motorists law or any similar law; or

b. Any other “bodily injury”, “property damage” or “personal and advertising injury” arising out of the ownership, maintenance, operation, use, “loading or unloading” or entrustment to others of any “auto”.

Paragraph b. of this exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”.

Copyright, 2019 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
WATERCRAFT LIABILITY LIMITATION

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Paragraph 1. Aircraft or Watercraft under SECTION I, B. Exclusions is deleted in its entirety and replaced by the following:

1. Aircraft or Watercraft

   "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, operation, use, entrustment to others, or "loading or unloading" of watercraft or aircraft.

   With respect to any aircraft, this exclusion does not apply to liability assumed under any contract or agreement.

   With respect to any watercraft, this exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to any claims made or “suits” brought against the insured for liability arising out of “personal and advertising injury”.

This exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to damage sustained by an “employee”, prospective “employee”, former “employee” or their beneficiaries or legal representatives in the “administration” of the insured’s Employee Benefits Program, caused by a negligent act, error or omission of the insured or any other person for which the insured is legally liable.

Except, this exclusion does not apply to the extent that coverage is provided for the insured by the terms and conditions of the Employee Benefits Program Liability provided by the “underlying policy” of insurance set forth in the schedule of “underlying insurance”.

ADDITIONAL DEFINITION:

ADMINISTRATION:

a. Giving counsel, other than legal counsel, about the Employee Benefits Program;

b. Providing information about the content of the Employee Benefits Program;

c. Handling records in connection with the Employee Benefits Program; and

d. Enrolling, terminating or cancelling any “employee’s” or former “employee’s” participation in a plan included in your Employee Benefits Program;

Provided all such acts are authorized by you.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to:

a. “Bodily injury” arising out of the ingestion, inhalation, or absorption of lead in any form;

b. “Property damage” or “personal and advertising injury,” arising from the presence of lead in any form; or

c. Any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize in any form.

at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. COMMON POLICY CONDITIONS, A. Cancellation, Paragraph 2. is replaced with the following:

2. a. Cancellation of Policies in Effect for 90 Days or Less

   If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

   (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

   (3) 30 days before the effective date of cancellation if we cancel for any other reason.

b. Cancellation of Policies in Effect for More Than 90 Days

   If this policy has been in effect for more than 90 days, or is a renewal of a policy we issued, we may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the first Named Insured written notice of cancellation at least:

   (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

   (2) 20 days before the effective date of cancellation if you have perpetrated a fraud or material misrepresentation on us;

   (3) 45 days before the effective date of cancellation if:

       (a) There has been a substantial change in the scale of risk covered by this policy; or

       (b) Reinsurance of the risk associated with this policy has been cancelled.

B. SECTION IV — CONDITIONS, O. When We Do Not Renew is replaced by the following:

NONRENEWAL

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 45 days before:

   a. The expiration date of this policy, if the policy is written for a term of one year or less; or

   b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. Section I Coverages, B. Exclusions is amended by the addition of the following provision.

**Fungi or Bacteria**

a. "Bodily injury" or "property damage" which would not have occurred, in whole or 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 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.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

B. 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.
This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

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.
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

COMMERICAL UMBRELLA LIABILITY
CXL 400 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERICAL UMBRELLA LIABILITY COVERAGE FORM

I. 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, with any person or organization.

B. Under any Liability Coverage, to “bodily injury” and “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 with 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 there at.

II. 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”.

CXL 400 04 03
Page 1 of 2

INSURED'S COPY
“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 radio-active contamination of property.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. The following exclusion is added to SECTION I — COVERAGES B. Exclusions:

This insurance does not apply to:

Abuse or Molestation

“Bodily injury” or “property damage” or “personal and advertising injury” arising from or related to:

(1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

(2) The insured’s:

(a) Hiring;
(b) Training;
(c) Investigation;
(d) Supervision;
(e) Reporting to the proper authorities, or failure to so report; or
(f) Retention;

of any “employee”, volunteer, student in training or any other person or persons who commit or allegedly commit acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

(3) The insured’s:

(a) Design;
(b) Control;
(c) Maintenance;
(d) Supervision;
(e) Inspection; or
(f) Investigation of prospective tenants of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

(4) The insured’s failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

(5) The insured’s liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any “employee”, volunteer, student in training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured;

except that this exclusion shall not apply to the extent that excess coverage specifically addressing the Abuse or Molestation Coverage Part is specifically provided pursuant to an endorsement to this coverage part.

All other terms and conditions of the coverage form remain unchanged.
EXCLUSION — EMPLOYMENT PRACTICES LIABILITY

COMMERCIAL UMBRELLA LIABILITY
CXL 453 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. Exclusion B.9. Employment Related Practices of SECTION I — COVERAGE is deleted in its entirety and replaced by the following:

This insurance does not apply to any liability for any claim based upon, arising out of, directly or indirectly resulting from “employment practices wrongful acts”, whether or not such coverage is provided for by the “underlying insurance”.

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.

B. The following is added to SECTION V — DEFINITIONS:

1. “Employment Practices Wrongful Acts” means any of the following employment related acts: if alleged by or on behalf of a claimant:

   a. violations of any federal, state, or local civil rights laws;
   b. wrongful dismissal, discharge, discipline, or termination of employment whether actual or constructive;
   c. breach of a written or oral employment contract or implied employment contract;
   d. demotion, denial of tenure, failure or refusal to hire or promote, or wrongful deprivation of a career opportunity;
   e. negligent reassignment, hiring, supervision, evaluation, training, or retention;
   f. misrepresentations;
   g. defamation (including libel and slander), invasion of privacy, false arrest, detention, or imprisonment;
   h. sexual or workplace harassment;
   i. any violation of employment discrimination laws based upon such person’s race, sex, religion, sexual orientation, disability, marital status, pregnancy, age, national origin, veteran status or any other status that is protected pursuant to any foreign, federal, state, or local statutory law or common law;
   j. failure to prevent the existence of an abusive or hostile work environment;
   k. wrongful infliction of emotional distress, mental anguish, or humiliation;
   l. retaliatory treatment of an “employee” alleged to be because such individual:
      
      a. exercised his or her rights under law, including rights under workers compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act, or any other law relating to employee rights;
      b. refused to violate any law or opposed any unlawful practice;
      c. assisted or testified in or cooperated with any legal proceeding or formal governmental investigation regarding alleged violations of law by you;
      d. disclosed or expressed an intent to disclose to a superior or to any governmental agency any alleged violations of law; or
      e. filed or expressed intent to file any claim against you under the Federal False Claims Act or any other similar foreign, federal, state, or local “whistle blower” law.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. Paragraph 1. of SECTION I — COVERAGES, B. Exclusions is replaced by the following:

1. Aircraft Or Watercraft

This insurance does not apply to:

“Bodily injury” or “property damage” arising out of the ownership, maintenance, operation, use, including “loading or unloading” or entrustment to others of watercraft over 50 feet in length or any aircraft.

a. Owned by any insured:

b. Chartered without crew by or on behalf of any insured; or

c. Owned and operated by any employee of an insured.

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 watercraft over 50 feet in length or any aircraft subject to Paragraphs a., b., or c.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent; or

(2) Liability assumed under any contract or agreement.

B. Paragraph 13. of SECTION I — COVERAGES, B. Exclusions is replaced by the following:

13. Liquor Liability

This insurance does not apply to “bodily injury” or “property damage” for which any insured may be held liable by reason of:

a. Causing or contributing to the intoxication of any person;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. 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:

i. The supervision, hiring, employment, training or monitoring of others by that insured; or

ii. 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 a., b. or c. 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.

This exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”. Coverage provided will follow the provisions, exclusions and limitations of the “underlying insurance” unless otherwise directed by this insurance.

However, if CXL 50 is attached to the Policy, the provisions of that endorsement apply in lieu of the above.

C. Subparagraphs b. and c. under 14. Personal and Advertising Injury of SECTION I — COVERAGES, B. Exclusions are replaced by the following:

This insurance does not apply to:

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. Paragraph 16. Professional Services of SECTION I — COVERAGES, B. Exclusions is replaced by the following:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional service. This includes, but is not limited to:

a. Legal, accounting or advertising services;

b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

c. Engineering services, including related supervisory or inspection services;

d. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

e. Any health or therapeutic service treatment, advice or instruction;

f. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

g. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

h. Body piercing services;

i. Services in the practice of pharmacy;

j. Law enforcement or firefighting services; and

k. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.
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 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.

This exclusion does not apply to the extent that coverage is provided for the insured by “underlying insurance”.

E. The following is added to SECTION I — COVERAGES, B. Exclusions:

**Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

This insurance does not apply to:

1. Damages because of “bodily injury”, “property damage” or “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; or

2. Damages arising out of 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.

However, unless Paragraph (1) above applies, this exclusion does not apply to 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.

F. The following is added to SECTION I — COVERAGES, B. Exclusions:

**Recording And Distribution Of Material Or Information In Violation Of Law**

This insurance does not apply to “bodily injury”, “property damage” or “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.
We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

Secretary

President and CEO
**Policy Schedule**

**Selective Insurance**  
Branchville, New Jersey 07890  
Issue Date: 05/05/2021

<table>
<thead>
<tr>
<th>Policy No</th>
<th>Issued To</th>
</tr>
</thead>
<tbody>
<tr>
<td>S 2033024</td>
<td>Premier Arts Inc</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Period</th>
<th>Transaction Type</th>
<th>Agent Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/28/2021 06/28/2022</td>
<td>RENEWAL</td>
<td>00-13083-00000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Billing Type</th>
<th>Transaction Eff. Date</th>
<th>Number of Remaining Installments</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECT BILL</td>
<td>06/28/2021</td>
<td>04</td>
</tr>
</tbody>
</table>

**Bill Account:** 941 767 486

**Payment will be billed as follows:**

<table>
<thead>
<tr>
<th>Scheduled Bill Date</th>
<th>Scheduled Due Date</th>
<th>Premium Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. 06/13/2021</td>
<td>07/03/2021</td>
<td>2,368.00</td>
</tr>
<tr>
<td>02. 08/13/2021</td>
<td>09/03/2021</td>
<td>2,368.00</td>
</tr>
<tr>
<td>03. 11/12/2021</td>
<td>12/03/2021</td>
<td>2,368.00</td>
</tr>
<tr>
<td>04. 02/11/2022</td>
<td>03/03/2022</td>
<td>2,366.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$9,470.00</strong></td>
</tr>
</tbody>
</table>

**This is not a bill.**

Your bill will be sent under separate cover. This is a Payment Schedule of your policy premium due based on your selected installment plan. Changes made to the policy premium after the issue date listed above, will be reflected on future bills.

An installment fee of $8.00 may be added to each installment bill. Policies not paid by the installment due date are subject to a late fee of $20.00 for each late payment. An insufficient fund fee of $20.00 will be charged for payments returned by your financial institution.

A reinstatement fee may be incurred when a policy is reinstated after a non-pay cancellation is processed. Fee amounts are generally $35 for commercial line policies and will appear on the next bill.
IMPORTANT NOTICE ABOUT YOUR PAYMENT PLAN 
AND LATE PAYMENTS UNDER YOUR PAYMENT PLAN:

If you have selected a payment plan option to pay for Your policy or policies with Us, we will send You 
a bill or email notification when premium is due. Bills will show (1) the billed minimum amount due on 
Your account for that month, and (2) the total balance due on Your account, including late and 
installment fees, if any have been charged. On or before the due date We specify in Your bill, You will 
be required to pay Us the total billed minimum amount shown in order to stay current in your payments 
due to Us (excluding any policy or policies that are pending cancellation).

Any time a payment is late and You fall behind on the amount that is owed to Us for the policy 
premium, we will issue a policy cancellation notice for failure to pay the premium, and we may charge 
you a late fee. For the first two times you fall behind, if You pay the total amount due before the 
cancellation effective date indicated in the notice, the policy or policies will remain in effect. If, however, 
We issue a third cancellation notice for nonpayment of premium, We will accelerate the remaining 
payments due under the payment plan and require You to pay the full outstanding policy premium 
(not just the total billed minimum amount in the most recent bill) on or before the cancellation 
effective date. If You do not pay the full outstanding balance on or before the cancellation effective 
date, We will cancel Your policy. If Your policy or policies are cancelled or expired, Your enrollment in 
an electronic payment option will continue, despite the fact that the policy(s) have been cancelled with 
Selective and may remain in effect until such time as any payment for any earned premiums, audit 
balances or other amounts related to your account are settled. If more than one policy is subject to a 
payment plan, We will apply partial payments proportionately to the billed minimum amount for each 
policy. Any policy that is not paid in full after this allocation will be subject to cancellation for 
nonpayment of premium, as provided in the policy.

Selective Insurance 
Main Administrative Offices 
40 Wantage Avenue Branchville 
New Jersey 07890 
(973) 948-3000

“Selective Insurance” refers to the following affiliated insurers: 
Selective Insurance Company of America, Selective Way Insurance Company, Selective Insurance 
Company of South Carolina, Selective Insurance Company of the Southeast, Selective Insurance 
Company of New York, Selective Insurance Company of New England, Selective Casualty Insurance 
Company, Selective Fire and Casualty Insurance Company, and Selective Auto Insurance Company 
of New Jersey. The declarations page of your policy identifies the insurance carrier that issued 
your “Selective Insurance” policy.
Attachment 24-
Budget Worksheets
## Attachment 24 - Budget Worksheet A

### Preoperational Year

<table>
<thead>
<tr>
<th>SCHOOL NAME: Premier Arts Academy</th>
<th>DATES COVERED:</th>
<th>Approval - June 30, 2023</th>
</tr>
</thead>
</table>

### Income

<table>
<thead>
<tr>
<th>Cash In -- Funding Source</th>
<th>Budget Amount</th>
<th>Description: Specific Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Grants (Please Describe)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Grants (Please Describe)</td>
<td>215,000</td>
<td>New Schools Innovative Schools Grant</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Donations/Gifts (Please Describe)</td>
<td>120,000</td>
<td>Local endowment and foundations</td>
</tr>
<tr>
<td>Other (Please Describe)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL CASH IN (INCOME)</strong></td>
<td>335,000</td>
<td></td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th>Expenditure</th>
<th>Budget Amount</th>
<th>Description: Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Accounting and Consulting</td>
<td>8,900</td>
<td>Special ed programming, federal grants, professional development. ($5,000) Establishing our chart of accounts, financial protocols, budgeting ($3,900)</td>
</tr>
<tr>
<td>Other Professional Services</td>
<td>7,500</td>
<td>Leadership team to attend national charter school conferences, make school visits, and participate in on-line and in-person PD courses through the Arts Integration and STEAM Institute ($7,500)</td>
</tr>
<tr>
<td><strong>Fundraising</strong></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Marketing: Including Printing and Postage</td>
<td>11,000</td>
<td>Development of Website, design and printing of marketing materials</td>
</tr>
<tr>
<td>Rent: Office Space and Utilities</td>
<td>26,775</td>
<td>We will move into our launch location in April to begin preparing the space for an August opening. Rent ($16,875) and utilities ($9,900)</td>
</tr>
<tr>
<td>Supplies</td>
<td>21,250</td>
<td>Implementation guides, classroom resources for all 7 grade levels</td>
</tr>
<tr>
<td>Equipment</td>
<td>6,000</td>
<td>Staff technology</td>
</tr>
<tr>
<td>Other (Please Describe)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>245,925</td>
<td></td>
</tr>
</tbody>
</table>
### Budget Schedule B

**Projected Enrollment:** 175  
**School Name:** Premier Arts Academy  
**Dates Covered:** July 2023 - June 2024  
**Minimum Revenue for Financial Viability:** 138

<table>
<thead>
<tr>
<th>Description (where requested in Column A)</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARRY OVER</td>
<td>89,075</td>
<td>319,299</td>
<td>240,954</td>
<td>224,415</td>
<td>217,877</td>
<td>211,339</td>
<td>264,800</td>
<td>258,262</td>
<td>251,724</td>
<td>275,185</td>
<td>268,647</td>
<td>262,109</td>
<td>89,075</td>
</tr>
<tr>
<td><strong>I. CASH IN (INCOME):</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donations/Gifts (Please Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local endowment and foundations</td>
<td>30,000</td>
<td>60,000</td>
<td>30,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>120,000</td>
</tr>
<tr>
<td>Food Service</td>
<td>7,159</td>
<td>7,159</td>
<td>7,159</td>
<td>7,159</td>
<td>7,159</td>
<td>7,159</td>
<td>7,159</td>
<td>7,159</td>
<td>7,159</td>
<td>7,159</td>
<td>7,160</td>
<td>78,750</td>
<td></td>
</tr>
<tr>
<td>Investment Earnings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan From Common School</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Other Grants (Please Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Counts Indiana Charter School Grant</td>
<td>300,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>300,000</td>
</tr>
<tr>
<td>State Grants (Please Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State special education funding and Title I, II and IV grants</td>
<td>9,510</td>
<td>9,510</td>
<td>9,510</td>
<td>9,510</td>
<td>9,510</td>
<td>9,510</td>
<td>9,510</td>
<td>9,510</td>
<td>9,510</td>
<td>9,510</td>
<td>9,510</td>
<td>95,100</td>
<td></td>
</tr>
<tr>
<td>State Tuition Support</td>
<td>122,792</td>
<td>122,792</td>
<td>122,792</td>
<td>122,792</td>
<td>122,792</td>
<td>122,792</td>
<td>122,792</td>
<td>122,792</td>
<td>122,792</td>
<td>122,792</td>
<td>122,792</td>
<td>1,473,500</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Line of Credit - Draw</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Please Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program service fees (before and after care), curriculum materials support, student showcases, admission to events, student technology and supplies fees, summer camps, summer school, e-learning day camps</td>
<td>11,350</td>
<td>11,350</td>
<td>11,350</td>
<td>11,350</td>
<td>11,350</td>
<td>11,350</td>
<td>11,350</td>
<td>11,350</td>
<td>11,350</td>
<td>11,350</td>
<td>11,350</td>
<td>113,500</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CASH IN (INCOME):</strong></td>
<td>422,792</td>
<td>129,951</td>
<td>180,811</td>
<td>150,811</td>
<td>150,811</td>
<td>210,811</td>
<td>150,811</td>
<td>150,811</td>
<td>180,811</td>
<td>150,811</td>
<td>150,811</td>
<td>150,808</td>
<td>2,180,850</td>
</tr>
</tbody>
</table>
## A. Employee Salaries

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Head of School</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>90,000</td>
</tr>
<tr>
<td>Director of Operations/Technology</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>6,250</td>
<td>75,000</td>
</tr>
<tr>
<td>Consultants (Please Describe)</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Librarians</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Overtime Expense</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Social Workers</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>30,000</td>
</tr>
<tr>
<td>Substitute Teachers</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>700</td>
<td>7,000</td>
</tr>
<tr>
<td>Technicians</td>
<td>5,833</td>
<td>5,833</td>
<td>5,833</td>
<td>5,833</td>
<td>5,833</td>
<td>5,833</td>
<td>5,833</td>
<td>5,833</td>
<td>5,833</td>
<td>5,833</td>
<td>5,833</td>
<td>5,833</td>
<td>70,000</td>
</tr>
<tr>
<td>Temporary Salaries</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Human Resource Expense (Please Describe)</td>
<td>8,083</td>
<td>8,083</td>
<td>8,083</td>
<td>8,083</td>
<td>8,083</td>
<td>8,083</td>
<td>8,083</td>
<td>8,083</td>
<td>8,083</td>
<td>8,083</td>
<td>8,083</td>
<td>8,087</td>
<td>97,000</td>
</tr>
</tbody>
</table>

**Total Employee Salaries**: 88,334 88,334 89,034 89,034 89,034 89,034 89,034 89,034 89,034 89,034 89,034 89,034 1,067,000

## B. Employee Benefits

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Dental Insurance</td>
<td>1,368</td>
<td>1,368</td>
<td>1,368</td>
<td>1,368</td>
<td>1,368</td>
<td>1,368</td>
<td>1,368</td>
<td>1,368</td>
<td>1,368</td>
<td>1,368</td>
<td>1,368</td>
<td>1,368</td>
<td>16,115</td>
</tr>
<tr>
<td>Group Health Insurance</td>
<td>18,113</td>
<td>18,113</td>
<td>18,113</td>
<td>18,113</td>
<td>18,113</td>
<td>18,113</td>
<td>18,113</td>
<td>18,113</td>
<td>18,113</td>
<td>18,113</td>
<td>18,113</td>
<td>18,113</td>
<td>217,350</td>
</tr>
<tr>
<td>Group Life Insurance</td>
<td>254</td>
<td>254</td>
<td>254</td>
<td>254</td>
<td>254</td>
<td>254</td>
<td>254</td>
<td>254</td>
<td>254</td>
<td>254</td>
<td>254</td>
<td>254</td>
<td>3,043</td>
</tr>
<tr>
<td>Public Employee Retirement</td>
<td>1,306</td>
<td>1,306</td>
<td>1,306</td>
<td>1,306</td>
<td>1,306</td>
<td>1,306</td>
<td>1,306</td>
<td>1,306</td>
<td>1,306</td>
<td>1,306</td>
<td>1,306</td>
<td>1,306</td>
<td>15,675</td>
</tr>
<tr>
<td>Social Security &amp; Medicare</td>
<td>6,758</td>
<td>6,758</td>
<td>6,811</td>
<td>6,811</td>
<td>6,811</td>
<td>6,811</td>
<td>6,811</td>
<td>6,811</td>
<td>6,811</td>
<td>6,811</td>
<td>6,811</td>
<td>6,811</td>
<td>81,626</td>
</tr>
<tr>
<td>Unemployment Compensation</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Employee Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Rental of Facilities &amp; Utilities</th>
<th>1,000</th>
<th>1,000</th>
<th>1,000</th>
<th>1,000</th>
<th>1,000</th>
<th>1,000</th>
<th>1,000</th>
<th>1,000</th>
<th>1,000</th>
<th>1,000</th>
<th>1,000</th>
<th>12,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity</td>
<td>2,200</td>
<td>2,200</td>
<td>2,200</td>
<td>2,200</td>
<td>2,200</td>
<td>2,200</td>
<td>2,200</td>
<td>2,200</td>
<td>2,200</td>
<td>2,200</td>
<td>2,200</td>
<td>26,400</td>
</tr>
<tr>
<td>Grass and Tree Services</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>87</td>
<td>1,000</td>
</tr>
<tr>
<td>IT/Networking</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>6,000</td>
</tr>
<tr>
<td>Mortgage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent</td>
<td>5,625</td>
<td>5,625</td>
<td>5,625</td>
<td>5,625</td>
<td>5,625</td>
<td>5,625</td>
<td>5,625</td>
<td>5,625</td>
<td>5,625</td>
<td>5,625</td>
<td>5,625</td>
<td>67,500</td>
</tr>
<tr>
<td>Repair &amp; Maintenance Services</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>7,500</td>
</tr>
<tr>
<td>Telephone &amp; Cell Phones</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>2,500</td>
</tr>
<tr>
<td>Utilities</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>2,000</td>
</tr>
<tr>
<td>Water Treatment</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>57</td>
</tr>
<tr>
<td>Other Facilities &amp; Utilities</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>63</td>
<td>57</td>
</tr>
<tr>
<td>Total Rent and Utilities</td>
<td>10,826</td>
<td>10,826</td>
<td>10,826</td>
<td>10,826</td>
<td>10,826</td>
<td>10,826</td>
<td>10,826</td>
<td>10,826</td>
<td>10,826</td>
<td>10,826</td>
<td>10,826</td>
<td>129,900</td>
</tr>
</tbody>
</table>

| D. Insurance                     |       |       |       |       |       |       |       |       |       |       |       |         |
| Board Errors and Omissions        | 100   | 100   | 100   | 100   | 100   | 100   | 100   | 100   | 100   | 100   | 100    | 1,200   |
| General Liability Insurance       | 250   | 250   | 250   | 250   | 250   | 250   | 250   | 250   | 250   | 250   | 250    | 3,000   |
| Health Insurance                  |       |       |       |       |       |       |       |       |       |       |       |         |
| Property & Casualty Insurance     | 417   | 417   | 417   | 417   | 417   | 417   | 417   | 417   | 417   | 417   | 417    | 5,000   |
| Property & Inland Marine          |       |       |       |       |       |       |       |       |       |       |       |         |
| Theft Insurance                   |       |       |       |       |       |       |       |       |       |       |       |         |
| Treasurer Bonds                   |       |       |       |       |       |       |       |       |       |       |       |         |
| Umbrella/excess Liability         |       |       |       |       |       |       |       |       |       |       |       |         |
| Vehicle Insurance                 |       |       |       |       |       |       |       |       |       |       |       |         |
| Other Insurance Expense (Please Describe) |       |       |       |       |       |       |       |       |       |       |       |         |
| Total Insurance                   | 875   | 875   | 875   | 875   | 875   | 875   | 875   | 875   | 875   | 875   | 875    | 10,500  |
### E. Service Contracts

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting &amp; Payroll Services</td>
<td>1,917</td>
<td>1,917</td>
<td>1,917</td>
<td>1,917</td>
<td>1,917</td>
<td>1,917</td>
<td>1,917</td>
<td>1,917</td>
<td>1,917</td>
<td>1,917</td>
<td>1,917</td>
<td>1,917</td>
<td>23,000</td>
</tr>
<tr>
<td>Consulting Services</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Processing Services</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Rental &amp; Lease</td>
<td>1,750</td>
<td>1,750</td>
<td>1,750</td>
<td>1,750</td>
<td>1,750</td>
<td>1,750</td>
<td>1,750</td>
<td>1,750</td>
<td>1,750</td>
<td>1,750</td>
<td>1,750</td>
<td>1,750</td>
<td>21,000</td>
</tr>
<tr>
<td>Food Service Contract</td>
<td>5,727</td>
<td>5,727</td>
<td>5,727</td>
<td>5,727</td>
<td>5,727</td>
<td>5,727</td>
<td>5,727</td>
<td>5,727</td>
<td>5,727</td>
<td>5,727</td>
<td>5,727</td>
<td>5,727</td>
<td>63,000</td>
</tr>
<tr>
<td>Legal Services</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>5,000</td>
</tr>
<tr>
<td>Professional &amp; Technical Services</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pupil Transportation Contract</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security Services</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>3,000</td>
</tr>
<tr>
<td>Staff Development</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>30,000</td>
</tr>
<tr>
<td>Other Service Contracts</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Service Contracts</strong></td>
<td>6,834</td>
<td>12,561</td>
<td>12,561</td>
<td>12,561</td>
<td>12,561</td>
<td>12,561</td>
<td>12,561</td>
<td>12,561</td>
<td>12,561</td>
<td>12,561</td>
<td>12,561</td>
<td>12,561</td>
<td>145,000</td>
</tr>
</tbody>
</table>

### F. Supplies & Materials

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising</td>
<td>833</td>
<td>833</td>
<td>833</td>
<td>833</td>
<td>833</td>
<td>833</td>
<td>833</td>
<td>833</td>
<td>833</td>
<td>833</td>
<td>833</td>
<td>837</td>
<td>10,000</td>
</tr>
<tr>
<td>Computer Software</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>625</td>
<td>7,500</td>
</tr>
<tr>
<td>Custodial Supplies</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>5,000</td>
</tr>
<tr>
<td>Instructional Supplies</td>
<td>1,167</td>
<td>1,167</td>
<td>1,167</td>
<td>1,167</td>
<td>1,167</td>
<td>1,167</td>
<td>1,167</td>
<td>1,167</td>
<td>1,167</td>
<td>1,167</td>
<td>1,167</td>
<td>1,167</td>
<td>14,000</td>
</tr>
<tr>
<td>Library Books</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies &amp; Expense</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>5,000</td>
</tr>
<tr>
<td>Postage</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>2,500</td>
</tr>
<tr>
<td>Printing</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>417</td>
<td>5,000</td>
</tr>
<tr>
<td>Subscriptions</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>2,500</td>
</tr>
<tr>
<td>Testing &amp; Evaluation Supplies</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Textbooks</td>
<td>1,458</td>
<td>1,458</td>
<td>1,458</td>
<td>1,458</td>
<td>1,458</td>
<td>1,458</td>
<td>1,458</td>
<td>1,458</td>
<td>1,458</td>
<td>1,458</td>
<td>1,458</td>
<td>1,458</td>
<td>17,500</td>
</tr>
<tr>
<td>Other Supplies &amp; Materials</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Supplies &amp; Materials</strong></td>
<td>5,750</td>
<td>5,750</td>
<td>5,750</td>
<td>5,750</td>
<td>5,750</td>
<td>5,750</td>
<td>5,750</td>
<td>5,750</td>
<td>5,750</td>
<td>5,750</td>
<td>5,750</td>
<td>5,750</td>
<td>69,000</td>
</tr>
<tr>
<td>G. Capital Outlay</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td>1,800</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Computer Hardware</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>21,600</td>
</tr>
<tr>
<td>Computer Software</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>167</td>
<td>2,000</td>
</tr>
<tr>
<td>Office Furniture &amp; Equipment</td>
<td>2,500</td>
<td>2,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,000</td>
</tr>
<tr>
<td>Instructional Furniture &amp; Equipment</td>
<td>35,000</td>
<td>35,000</td>
<td>35,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>105,000</td>
</tr>
<tr>
<td>Vehicles</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Land Purchases</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Improvements &amp; Alterations</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Other Capital Outlay</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Total Capital Outlay</td>
<td>39,467</td>
<td>39,467</td>
<td>36,967</td>
<td>1,967</td>
<td>1,967</td>
<td>1,967</td>
<td>1,967</td>
<td>1,967</td>
<td>1,967</td>
<td>1,967</td>
<td>1,967</td>
<td>1,967</td>
<td>133,600</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>H. Other Expenditures</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit Expense</td>
<td>5,000</td>
<td>15,000</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25,000</td>
</tr>
<tr>
<td>Dues &amp; Fees</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>83</td>
<td>1,000</td>
</tr>
<tr>
<td>Judgments</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Line of Credit - Repayment &amp; Interest Exp</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Travel Expense/Mileage</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>208</td>
<td>2,500</td>
</tr>
<tr>
<td>Interest</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Field Trips</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>800</td>
<td>8,000</td>
</tr>
<tr>
<td>Payments to an EMO</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Total Other Expenditures</td>
<td>8,976</td>
<td>18,976</td>
<td>9,776</td>
<td>4,776</td>
<td>4,776</td>
<td>4,776</td>
<td>4,776</td>
<td>4,776</td>
<td>4,776</td>
<td>4,776</td>
<td>4,776</td>
<td>4,776</td>
<td>80,795</td>
</tr>
</tbody>
</table>

**TOTAL EXPENDITURES**

| 192,568 | 208,296 | 197,349 | 157,349 | 157,349 | 157,349 | 157,349 | 157,349 | 157,349 | 157,349 | 157,349 | 157,349 | 2,014,310|

**REMAINING CASH BALANCE (DEFICIT)**

| 319,299 | 240,954 | 224,415 | 217,877 | 211,339 | 264,800 | 258,262 | 251,724 | 275,185 | 268,647 | 262,109 | 255,615 | 255,615 |
### Budget Worksheet
Projected Five Year Cash Flow

<table>
<thead>
<tr>
<th>School Name: Premier Arts Academy</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Dates Covered</th>
<th>Pre-operational (From Schedule A)</th>
<th>First Fiscal Year (From Schedule B)</th>
<th>Second Fiscal Year</th>
<th>Third Fiscal Year:</th>
<th>Fourth Fiscal Year:</th>
<th>Fifth Fiscal Year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval - June 30, 2023</td>
<td>7/1/2023 - 6/30/2024</td>
<td>7/1/2024 - 6/30/2025</td>
<td>7/1/2025 - 6/30/2026</td>
<td>7/1/2026 - 6/30/2027</td>
<td>7/1/2027 - 6/30/2028</td>
<td></td>
</tr>
<tr>
<td>Projected Enrollment</td>
<td>N/A</td>
<td>175</td>
<td>375</td>
<td>425</td>
<td>450</td>
<td>525</td>
</tr>
<tr>
<td>Minimum enrollment for financial viability</td>
<td>N/A</td>
<td>138</td>
<td>357</td>
<td>399</td>
<td>433</td>
<td>475</td>
</tr>
<tr>
<td>CARRY OVER</td>
<td>0</td>
<td>89,075</td>
<td>255,615</td>
<td>316,571</td>
<td>448,880</td>
<td>570,036</td>
</tr>
</tbody>
</table>

#### I. CASH IN (INCOME):

<table>
<thead>
<tr>
<th></th>
<th>Pre-operational (From Schedule A)</th>
<th>First Fiscal Year (From Schedule B)</th>
<th>Second Fiscal Year</th>
<th>Third Fiscal Year:</th>
<th>Fourth Fiscal Year:</th>
<th>Fifth Fiscal Year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donations/Gifts</td>
<td>120,000</td>
<td>120,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Food Service</td>
<td>78,750</td>
<td>168,750</td>
<td>191,250</td>
<td>202,500</td>
<td>236,250</td>
<td></td>
</tr>
<tr>
<td>Investment Earnings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan From Common School Loan</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Grants</td>
<td>215,000</td>
<td>300,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Grants</td>
<td>95,100</td>
<td>190,600</td>
<td>213,200</td>
<td>222,400</td>
<td>257,700</td>
<td></td>
</tr>
<tr>
<td>State Tuition Support</td>
<td>1,473,500</td>
<td>2,688,750</td>
<td>3,047,250</td>
<td>3,226,500</td>
<td>3,764,250</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Line of Credit - Draw</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Please Describe)</td>
<td>113,500</td>
<td>272,500</td>
<td>308,500</td>
<td>326,000</td>
<td>378,500</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CASH IN (INCOME):</strong></td>
<td>335,000</td>
<td>2,180,850</td>
<td>3,420,600</td>
<td>3,860,200</td>
<td>4,077,400</td>
<td>4,736,700</td>
</tr>
</tbody>
</table>
## Attachment 24 - Budget Worksheet C

### II. EXPENDITURES:

#### A. Employee Salaries

<table>
<thead>
<tr>
<th>Position</th>
<th>Pre-operational (From Schedule A)</th>
<th>First Fiscal Year (From Schedule B)</th>
<th>Second Fiscal Year</th>
<th>Third Fiscal Year</th>
<th>Fourth Fiscal Year</th>
<th>Fifth Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head of School</td>
<td>82,000</td>
<td>90,000</td>
<td>98,000</td>
<td>110,000</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Director of Operations/Tech Coordinator</td>
<td>40,000</td>
<td>75,000</td>
<td>80,000</td>
<td>85,000</td>
<td>88,000</td>
<td>92,000</td>
</tr>
<tr>
<td>Other Administration - Business Manager</td>
<td>50,000</td>
<td>52,000</td>
<td>54,000</td>
<td>56,000</td>
<td>58,000</td>
<td></td>
</tr>
<tr>
<td>Classroom Assistants</td>
<td>200,000</td>
<td>440,000</td>
<td>460,000</td>
<td>480,000</td>
<td>510,000</td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td>38,000</td>
<td>40,000</td>
<td>84,000</td>
<td>87,000</td>
<td>90,000</td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td>60,000</td>
<td>80,000</td>
<td>40,000</td>
<td>40,000</td>
<td>40,000</td>
<td></td>
</tr>
<tr>
<td>Librarians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overtime Expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Workers</td>
<td>30,000</td>
<td>40,000</td>
<td>42,000</td>
<td>44,000</td>
<td>46,000</td>
<td></td>
</tr>
<tr>
<td>Substitute Teachers</td>
<td>7,000</td>
<td>15,000</td>
<td>17,000</td>
<td>19,000</td>
<td>22,000</td>
<td></td>
</tr>
<tr>
<td>Teachers</td>
<td>350,000</td>
<td>750,000</td>
<td>850,000</td>
<td>950,000</td>
<td>1,100,000</td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td>70,000</td>
<td>130,000</td>
<td>150,000</td>
<td>170,000</td>
<td>200,000</td>
<td></td>
</tr>
<tr>
<td>Temporary Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Human Resource Expense</td>
<td>37,500</td>
<td>97,000</td>
<td>188,000</td>
<td>356,000</td>
<td>362,000</td>
<td>380,000</td>
</tr>
<tr>
<td><strong>Total Employee Salaries</strong></td>
<td><strong>159,500</strong></td>
<td><strong>1,067,000</strong></td>
<td><strong>1,913,000</strong></td>
<td><strong>2,248,000</strong></td>
<td><strong>2,406,000</strong></td>
<td><strong>2,648,000</strong></td>
</tr>
</tbody>
</table>

#### B. Employee Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>First Fiscal Year</th>
<th>Second Fiscal Year</th>
<th>Third Fiscal Year</th>
<th>Fourth Fiscal Year</th>
<th>Fifth Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Dental Insurance</td>
<td>16,415</td>
<td>28,548</td>
<td>32,117</td>
<td>33,544</td>
<td>35,685</td>
</tr>
<tr>
<td>Group Health Insurance</td>
<td>217,350</td>
<td>378,000</td>
<td>425,250</td>
<td>444,150</td>
<td>472,500</td>
</tr>
<tr>
<td>Group Life Insurance</td>
<td>3,043</td>
<td>5,880</td>
<td>5,954</td>
<td>6,218</td>
<td>6,615</td>
</tr>
<tr>
<td>Long-Term Disability Insurance</td>
<td>2,422</td>
<td>4,212</td>
<td>4,739</td>
<td>4,949</td>
<td>5,265</td>
</tr>
<tr>
<td>Public Employee Retirement</td>
<td>15,675</td>
<td>17,050</td>
<td>20,515</td>
<td>20,955</td>
<td>21,725</td>
</tr>
<tr>
<td>Social Security &amp; Medicare</td>
<td>81,626</td>
<td>146,345</td>
<td>171,972</td>
<td>184,059</td>
<td>202,572</td>
</tr>
<tr>
<td>Teacher Retirement</td>
<td>42,075</td>
<td>85,965</td>
<td>100,815</td>
<td>108,955</td>
<td>121,330</td>
</tr>
<tr>
<td>Unemployment Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Employee Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Employee Benefits</strong></td>
<td>0</td>
<td>378,605</td>
<td>666,000</td>
<td>761,361</td>
<td>802,830</td>
</tr>
</tbody>
</table>
## Attachment 24 - Budget Worksheet C

<table>
<thead>
<tr>
<th>C. Rental of Facilities &amp; Utilities</th>
<th>Pre-operational (From Schedule A)</th>
<th>First Fiscal Year (From Schedule B)</th>
<th>Second Fiscal Year</th>
<th>Third Fiscal Year</th>
<th>Fourth Fiscal Year</th>
<th>Fifth Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity</td>
<td>3,000</td>
<td>12,000</td>
<td>12,000</td>
<td>12,000</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Gas, Oil, or Steam Heat</td>
<td>6,600</td>
<td>26,400</td>
<td>26,400</td>
<td>26,400</td>
<td>26,400</td>
<td>26,400</td>
</tr>
<tr>
<td>Grass and Tree Services</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>IT/Networking</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Mortgage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent</td>
<td>16,875</td>
<td>67,500</td>
<td>68,681</td>
<td>69,883</td>
<td>71,106</td>
<td>72,350</td>
</tr>
<tr>
<td>Repair &amp; Maintenance Services</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Telephone &amp; Cell Phones</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>Trash Removal</td>
<td>3,500</td>
<td>3,500</td>
<td>3,500</td>
<td>3,500</td>
<td>3,500</td>
<td>3,500</td>
</tr>
<tr>
<td>Utilities</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>Water Treatment</td>
<td>300</td>
<td>750</td>
<td>750</td>
<td>750</td>
<td>750</td>
<td>750</td>
</tr>
<tr>
<td>Other Facilities &amp; Utilities Expense</td>
<td>750</td>
<td>750</td>
<td>750</td>
<td>750</td>
<td>750</td>
<td>750</td>
</tr>
<tr>
<td><strong>Total Rent and Utilities</strong></td>
<td><strong>26,775</strong></td>
<td><strong>129,900</strong></td>
<td><strong>131,081</strong></td>
<td><strong>132,283</strong></td>
<td><strong>133,506</strong></td>
<td><strong>134,750</strong></td>
</tr>
</tbody>
</table>

| D. Insurance                       |                                   |                                    |                   |                  |                  |                  |
| Board Errors and Omissions         | 1,200                             | 1,200                              | 1,200             | 1,200            | 1,200            | 1,200            |
| General Liability Insurance        | 3,000                             | 3,000                              | 3,000             | 3,000            | 3,000            | 3,000            |
| Health Insurance                   |                                   |                                    |                   |                  |                  |                  |
| Property & Casualty Insurance      | 5,000                             | 5,000                              | 5,000             | 5,000            | 5,000            | 5,000            |
| Property & Inland Marine           |                                   |                                    |                   |                  |                  |                  |
| Theft Insurance                    |                                   |                                    |                   |                  |                  |                  |
| Treasurer Bonds                    |                                   |                                    |                   |                  |                  |                  |
| Umbrella/excess Liability          |                                   |                                    |                   |                  |                  |                  |
| Vehicle Insurance                  |                                   |                                    |                   |                  |                  |                  |
| Worker's Compensation Insurance    | 1,300                             | 1,300                              | 1,300             | 1,300            | 1,300            | 1,300            |
| Other Insurance Expense (Please Describe) |                                  |                                    |                   |                  |                  |                  |
| **Total Insurance**                | **0**                             | **10,500**                         | **10,500**        | **10,500**       | **10,500**       | **10,500**       |

| E. Service Contracts               |                                   |                                    |                   |                  |                  |                  |
| Accounting & Payroll Services      | 3,900                             | 23,000                             | 25,300            | 27,830           | 30,613           | 33,674           |
| Consulting Services                | 5,000                             | 5,000                              | 5,000             | 5,000            | 5,000            | 5,000            |
| Data Processing Services           |                                   |                                    |                   |                  |                  |                  |
| Equipment Rental & Lease           | 21,000                            | 44,000                             | 49,000            | 52,000           | 61,000           |                  |
| Food Service Contract              | 63,000                            | 135,000                            | 153,000           | 162,000          | 189,000          |                  |
| Legal Services                     | 5,000                             | 5,000                              | 5,000             | 5,000            | 5,000            | 5,000            |
| Professional & Technical Services  |                                   |                                    |                   |                  |                  |                  |
| Pupil Transportation Contract      |                                   |                                    |                   |                  |                  |                  |
| Security Services                  | 3,000                             | 3,000                              | 3,000             | 3,000            | 3,000            | 3,000            |
| Staff Development                  | 7,500                             | 30,000                             | 48,000            | 49,000           | 53,000           | 59,000           |
| Other Service Contracts            |                                   |                                    |                   |                  |                  |                  |
| **Total Service Contracts**        | **21,400**                        | **145,000**                        | **260,300**       | **286,830**      | **305,613**      | **350,674**      |
## Attachment 24 - Budget Worksheet C

<table>
<thead>
<tr>
<th></th>
<th>Pre-operational (From Schedule A)</th>
<th>First Fiscal Year (From Schedule B)</th>
<th>Second Fiscal Year</th>
<th>Third Fiscal Year:</th>
<th>Fourth Fiscal Year:</th>
<th>Fifth Fiscal Year:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>F. Supplies &amp; Materials</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertising</td>
<td>5,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Computer Software</td>
<td>11,100</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>7,500</td>
<td>5,000</td>
</tr>
<tr>
<td>Custodial Supplies</td>
<td>1,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Instructional Supplies</td>
<td>8,650</td>
<td>14,000</td>
<td>30,000</td>
<td>30,000</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Library Books</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies &amp; Expense</td>
<td>500</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Postage</td>
<td>1,000</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>Printing</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Subscriptions</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>Testing &amp; Evaluation Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Textbooks</td>
<td>17,500</td>
<td>37,500</td>
<td>42,500</td>
<td>45,000</td>
<td>52,500</td>
<td></td>
</tr>
<tr>
<td>Other Supplies &amp; Materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Supplies &amp; Materials</strong></td>
<td>32,250</td>
<td>69,000</td>
<td>105,000</td>
<td>110,000</td>
<td>112,500</td>
<td>112,500</td>
</tr>
<tr>
<td><strong>G. Capital Outlay</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Hardware</td>
<td>6,000</td>
<td>21,600</td>
<td>21,600</td>
<td>5,000</td>
<td>5,000</td>
<td>21,600</td>
</tr>
<tr>
<td>Computer Software</td>
<td>2,000</td>
<td>3,000</td>
<td>4,000</td>
<td>4,000</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Office Furniture &amp; Equipment</td>
<td>5,000</td>
<td>3,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Instructional Furniture &amp; Equipment</td>
<td>105,000</td>
<td>120,000</td>
<td>30,000</td>
<td>30,000</td>
<td>45,000</td>
<td></td>
</tr>
<tr>
<td><strong>Vehicles</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Capital Outlay</strong></td>
<td>6,000</td>
<td>133,600</td>
<td>147,600</td>
<td>39,000</td>
<td>39,000</td>
<td>71,600</td>
</tr>
<tr>
<td><strong>H. Other Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audit Expense</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Dues &amp; Fees</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>Fundraising Expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Line of Credit - Repayment &amp; Interest Exp</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel Expense/Mileage</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>8,000</td>
<td>17,000</td>
<td>20,000</td>
<td>21,000</td>
<td>24,000</td>
<td></td>
</tr>
<tr>
<td>Payment to an EMO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BSU Administrative Fee</td>
<td>0</td>
<td>44,205</td>
<td>80,663</td>
<td>91,418</td>
<td>96,795</td>
<td>112,928</td>
</tr>
<tr>
<td><strong>Total Other Expenditures</strong></td>
<td>0</td>
<td>80,705</td>
<td>126,163</td>
<td>139,918</td>
<td>146,295</td>
<td>165,428</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>245,925</td>
<td>2,014,310</td>
<td>3,359,643</td>
<td>3,727,891</td>
<td>3,956,244</td>
<td>4,359,144</td>
</tr>
<tr>
<td><strong>REMAINING CASH BALANCE (DEFICIT)</strong></td>
<td>89,075</td>
<td>255,615</td>
<td>316,571</td>
<td>448,880</td>
<td>570,036</td>
<td>947,592</td>
</tr>
</tbody>
</table>
Attachment 25-
Budget Narrative
Premier Arts Academy Budget Narrative

The Budget Template for the Premier Arts Academy is attached in Attachment 24. The budget demonstrates that we can operate in the black while still providing appropriate staff levels and providing an excellent educational program. The multiyear budget was prepared using conservative revenue and expense assumptions whenever possible, consulting experts in the charter school budgeting and finance field and in consultation with our accountants at Kruggel Lawton. Each fiscal year, the budget reflects a positive operating income and a growing fund balance to provide the school with an opportunity to absorb unforeseen financial circumstances.

Funding Assumptions:

State Tuition Support- Premier Arts Academy has estimated revenue rates to remain flat year over year even though the state tuition support typically increases. This was the most conservative approach. The recurring public revenue projections are based on the most recent funding assumptions available to charter applicants. The IDOE provided us with our projected funding formula of $6235 base + $935 Complexity +$1250 Charter Innovation Grant= $8420/student. These numbers are based on the rates approved for the 2022-2023 school year as the rates for the following year, our opening year, have not yet been approved by the state legislature. We acknowledge the Charter Innovation Grant requires an A, B or C rating after the 1st 2 years to continue to be eligible to receive it. The $935 complexity formula is based on the closest school district to Premier Arts Academy and will be adjusted for the actual student population after count day reports are due. The complexity funding is based on the closest school district to PA Academy in your July, August & September payments from the state and then it is adjusted in future payments if necessary.

Food Services-We have honestly had trouble getting any food services companies that participate in the NSLP to give us a quote for services because of our size and location. We have had preliminary conversations with a local caterer that could provide a daily hot lunch to students for $4 per day. The assumptions made in the budget are that 50% of our students will buy lunch at $4 per day. We intend to set aside some philanthropic dollars for students that have overdue lunch balances to cover the cost to our caterer. The caterer has also agreed to write off 20% of the overdue balances each year as a donation to the school. As we grow, we will certainly continue to research cost effective ways to participate in the NSLP but we feel we’ve planned an acceptable alternative in the interim.

State Grants- Title funding included in this category is nearly impossible to predict because of the way it is calculated. We used incredibly conservative guesses for this funding source while still taking into account that more than 65% of students in the 2 largest school districts in the region are designated as free-reduced lunch. The PA Academy has included an assumption of state special education funding for various types of need levels. It assumed that special education students constituted 18% of the enrollment in a given year (based on the local school district), with an estimated 5% of the special education students having a severe disability generating $8,800 per qualifying student and 95% of special education students having a mild or moderate disability generating $2,300 per qualifying student.
Attachment 25 Budget Narrative

*Other Grants* - This line item represents the Quality Counts Indiana Charter School Grant in the amount of $300,000. New Charter schools may request up to $900,000 in their implementation year. Again, this is a conservative estimate of grant money that is regularly being made available to new schools.

*Other (please describe)* - Also included in this category is program service fees that includes the following:

- a. before and after care services calculated at 1/3 of our student population at $25/week which is less than the local Boys and Girls club programs
- b. summer camps calculated at ½ of our student population participating in at least 1 $100 camp per summer
- c. e-learning day camps provided for a $40 fee per child. There are 7 e-learning days a year and we are estimating 1/3 of kids participating.
- d. student technology and supplies fees at $100 per student/year
- e. and ticket revenue for student performances at $10/family x 4 performances per year.
- f. Curriculum materials support- The IDOE reimburses approximately $75 per free/reduced lunch student (estimated at 30% of our student population)
- g. Summer School- although we won’t be eligible for Summer School reimbursement until 2024, we’ve included a modest amount in our budget for years 2-5.

*Donation Gifts* - There is only a small fundraising expectation that can be easily met with the fundraising expertise of the co-founders and the connectedness of our board.

*Start Up Costs*: The PA Academy development team has applied for a grant from the New Schools Venture fund in the amount of $215,000 for our planning year. We expect to hear about that funding in the first quarter of this year. If we receive that grant, as is assumed in our budget, many of our start-up costs outlined in our pre-operational year will be covered. We also have pledges of support in the amount of $120,000 from local philanthropists and family foundations for our development year once the charter is approved. If the New Schools Venture fund grant isn’t awarded to our team, we will continue to seek out additional planning year funding opportunities through our local Community Foundation and the new grant being made available through the South Bend-Elkhart regional partnership.

*Expense Planning.*

*Personnel:* The staffing plan ties to the proposed personnel plan and the phase-in of those positions over time. We are assuming a 1:25 certified staff to student ratio with a paraprofessional assigned to each classroom bringing the staff to student ratio down to 1:12. In order to be competitive in the area the PA Academy based salary ranges on the highest paid local school district and we are working to create an attractive benefits package. We believe in paying our teachers as professionals and providing a pathway to increased wages through a demonstration of professional development and positive student outcomes. The average salary is figured at $50K, noting that PA Academy teachers will likely have individuals below and above that average depending on experience. Other roles have also been budgeted, specifically around administrative functions, fine arts staff, and special support positions. Salaries are budgeted to increase 3% year over year. Further, my contracting with IN*Source for our special ed services, we save the school $60,000 over 2 years by not having to hire a full time Director of Special
Services. Adding that position once we have the student population to warrant it, is a strategic move in our budgeting.

Employee Benefits: PA Academy budgeted a 5.5% assumption for employer contributions to retirement, as well as the assumption of PA Academy contributing, on average, $11,000 per employee toward medical, dental, and vision benefits. It also budgeted for Social Security, Medicare, and state unemployment insurance at currently established rates (6.2% of wages, 1.45% of wages, and 2.5% of the first $9,500 per employee). Workers’ compensation insurance was also budgeted at 1.25% of total wages.

Professional Development: PA Academy understands the need to provide high-quality professional development to staff in order to have positive academic outcomes for students. We have budgeted a recurring line item of professional development of $2000 per FTE. $500 of that money is available to each teacher/administrator to attend a conference or invest in the continuing education of their choice (pending approval from the Head of School). PA Academy intends to also contract with BES to provide follow on support in Years 1 and 2, which includes board governance and professional development support at $10K each year for the board and admin team.

Substitute Teachers: We’ve budgeted $100/day for substitute teachers multiplied by 10 days per certified staff member. Para substitutes will be filled with parent volunteers whenever possible.

Educational Programming:

Instructional supplies- Instructional supplies, books, & technology resources have been built around the academic and programmatic requirements of the Premier Arts Academy. The driver for spending in a given year was either the number of students or the number of new students being added. This amount includes the following line items: instructional supplies, software, textbooks, field trips, ipad lease, and SIS software. In the first year, spending in this part of the budget averages around $500/student, but then transitions to about a $375 average per student each year.

Administrative Costs: Premier Arts Academy has also budgeted for administrative costs including staff technology ($1000/staff member), as well as office materials, supplies, copier leases, and copy supplies.

Professional services and contracted services have been developed using a combination of quotes from local vendors and by comparing to other Indiana charter schools’ budgets. The PA Academy has ensured the budget has the requisite amounts set aside for insurance, back-office services, technology consulting, student information, and marketing. Over the five years, this part of the budget averages around 8% of the total expenditures.

The PA Academy has identified a facility and is in the process of serious negotiations. For the purposes of the budget and without a set option, a $2.65 per square foot assumption has been budgeted for a space that is otherwise move-in ready, increasing by 1.75% year over year. Utilities are based on actuals from the building. A budget of $10,000 per classroom space has been set aside to furnish classrooms.
A Note on Enrollment Projections: The enrollment projections for the PA Academy are based on the groundswell of support we’ve already received in our initial community meetings and surveys. We believe we will more likely be holding a lottery than trying to finance a budget shortfall due to low enrollment numbers. Our minimum enrollment for financial viability is typically 40 students less than our projected numbers giving us some significant wiggle room if our enrollment is surprisingly less than we expect. This would also lessen our staff costs and any costs associated on a per pupil basis keeping our budget in line. You may note that we are only expecting to add an additional 25 students between years 3 & 4. This is an intentional “pause” on growth that will allow us to evaluate the effectiveness of our educational program, our staffing needs, and begin the renewal process without also needing to focus on another large push for growth. However, we also are aware that adding additional grade level sections for year 4 may be necessary to make the budget more stable. We intend to assess that need in year 3. Further, we have 2 additional contingency plans. First, we are able to rent a smaller amount of space in the building that we’ve identified lowering our rent and utility costs. Second, we are establishing a line of credit to cover unforeseen cash flow problems since much of the state support is based on a reimbursement model.
Attachment 26 - Organizer Financials
## Premier Arts, Incorporated

### Statement of Activity

January - December 2018

**TOTAL**

<table>
<thead>
<tr>
<th>Revenue</th>
<th>1/3</th>
</tr>
</thead>
<tbody>
<tr>
<td>400 Contributions</td>
<td>19,003.74</td>
</tr>
<tr>
<td>400.2 Underwriting/Sponsorship</td>
<td>127,000.00</td>
</tr>
<tr>
<td>415 Fundraiser/Special Events</td>
<td>188,093.75</td>
</tr>
<tr>
<td><strong>Total 400 Contributions</strong></td>
<td><strong>334,097.49</strong></td>
</tr>
<tr>
<td>425 Grants</td>
<td>77,212.50</td>
</tr>
<tr>
<td>425.01 Elkhart Community Foundation Grant</td>
<td>37,620.00</td>
</tr>
<tr>
<td><strong>Total 425 Grants</strong></td>
<td><strong>114,832.50</strong></td>
</tr>
<tr>
<td>430 Income</td>
<td>430 Income</td>
</tr>
<tr>
<td>430.01 Production Fees</td>
<td>21,475.00</td>
</tr>
<tr>
<td>430.02 Program Advertising</td>
<td>44,802.75</td>
</tr>
<tr>
<td>430.03 Season Tickets</td>
<td>53,850.00</td>
</tr>
<tr>
<td>430.04 Tickets</td>
<td>309,622.74</td>
</tr>
<tr>
<td><strong>Total 430 Income</strong></td>
<td><strong>429,750.49</strong></td>
</tr>
<tr>
<td>440 Premier Arts Theater Academy Income</td>
<td>440 Premier Arts Theater Academy Income</td>
</tr>
<tr>
<td>440.01 Ambassadors</td>
<td>37,379.40</td>
</tr>
<tr>
<td>440.02 Class/Bootcamp</td>
<td>31,109.75</td>
</tr>
<tr>
<td>440.04 P.A.C</td>
<td>11,739.00</td>
</tr>
<tr>
<td>440.05 PATA Individual Lessons</td>
<td>59,503.00</td>
</tr>
<tr>
<td>440.06 Summer Camp</td>
<td>20,518.76</td>
</tr>
<tr>
<td><strong>Total 440 Premier Arts Theater Academy Income</strong></td>
<td><strong>160,249.91</strong></td>
</tr>
<tr>
<td>450 Sales of Product Revenue</td>
<td>450 Sales of Product Revenue</td>
</tr>
<tr>
<td>410 Merchandise/Archives</td>
<td>17,861.04</td>
</tr>
<tr>
<td>440.07 Exchange Sales</td>
<td>2,152.61</td>
</tr>
<tr>
<td><strong>Total 450 Sales of Product Revenue</strong></td>
<td><strong>20,013.65</strong></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$1,058,944.04</strong></td>
</tr>
</tbody>
</table>

**Cost of Goods Sold**

| 500 Lerner Show Expense     | 500 Lerner Show Expense |
| 500.01 Box Office Fees      | 13,465.18 |
| 500.02 Comp Tickets         | 2,455.41 |
| 500.03 CC Processing Fee Expense | 19,990.14 |
| 500.04 Costume Rental Expense | 114.99 |
| 500.05 Facility Rental      | 14,850.00 |
| 500.07 Rehearsal Fees       | 1,890.00 |
| 500.08 Staff - Ushers       | 8,753.00 |
| 500.10 Stage Manager        | 756.00 |
| 500.12 Ticket Sales to Promotor | 7,418.42 |
| 500.13 Historic Fee         | 42,429.61 |
| 500.14 Security             | 2,610.00 |
| **Total 500 Lerner Show Expense** | **114,732.75** |
Premier Arts, Incorporated

Statement of Activity
January - December 2018

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>525 Creative Service Payroll</strong></td>
<td></td>
</tr>
<tr>
<td>525.01 Executive Artistic Director</td>
<td>73,892.59</td>
</tr>
<tr>
<td>525.02 Guest Artist</td>
<td>8,384.00</td>
</tr>
<tr>
<td>525.03 Technical</td>
<td>27,700.08</td>
</tr>
<tr>
<td>525.04 Professional Staff</td>
<td>44,650.00</td>
</tr>
<tr>
<td><strong>Total 525 Creative Service Payroll</strong></td>
<td><strong>154,626.67</strong></td>
</tr>
<tr>
<td><strong>540 Premier Arts Theater Academy Expense</strong></td>
<td></td>
</tr>
<tr>
<td>540.01 Instructor Payroll</td>
<td>63,408.42</td>
</tr>
<tr>
<td>540.02 Class Supplies</td>
<td>5,972.41</td>
</tr>
<tr>
<td>540.03 Payroll Fees</td>
<td>4,015.21</td>
</tr>
<tr>
<td>540.04 Educational Director</td>
<td>25,637.62</td>
</tr>
<tr>
<td>540.06 Artistic Directors</td>
<td>795.00</td>
</tr>
<tr>
<td><strong>Total 540 Premier Arts Theater Academy Expense</strong></td>
<td><strong>99,864.88</strong></td>
</tr>
<tr>
<td><strong>550 Show Expense</strong></td>
<td></td>
</tr>
<tr>
<td>550.01 Sets &amp; Props</td>
<td>104,414.86</td>
</tr>
<tr>
<td>550.02 Sound, Lights</td>
<td>40,084.50</td>
</tr>
<tr>
<td>550.03 Costumes</td>
<td>76,690.46</td>
</tr>
<tr>
<td>550.05 Royalties &amp; Rights</td>
<td>33,464.07</td>
</tr>
<tr>
<td>550.07 Production Staff</td>
<td>42,317.90</td>
</tr>
<tr>
<td>550.08 Merchandise/Archives</td>
<td>10,523.32</td>
</tr>
<tr>
<td>550.09 Marketing &amp; Printing</td>
<td>75,407.68</td>
</tr>
<tr>
<td>550.10 Postage</td>
<td>3,849.46</td>
</tr>
<tr>
<td><strong>Total 550 Show Expense</strong></td>
<td><strong>386,752.25</strong></td>
</tr>
<tr>
<td><strong>555 Fundraising and Special Events</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost of Goods Sold</strong></td>
<td><strong>$828,026.81</strong></td>
</tr>
<tr>
<td><strong>GROSS PROFIT</strong></td>
<td><strong>$230,917.23</strong></td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
</tr>
<tr>
<td>600 Accounting Fees</td>
<td>23,550.03</td>
</tr>
<tr>
<td>605 Administrative Fees</td>
<td>449.50</td>
</tr>
<tr>
<td>610 Bank Charges</td>
<td>727.13</td>
</tr>
<tr>
<td>615 Conferences/Seminars/Festivals</td>
<td>595.56</td>
</tr>
<tr>
<td>625 Dues</td>
<td>6,606.19</td>
</tr>
<tr>
<td>626 Equipment Rental - Copier</td>
<td>2,534.74</td>
</tr>
<tr>
<td>630 Insurance</td>
<td>3,323.14</td>
</tr>
<tr>
<td>630.02 General Liability Insurance</td>
<td>4,526.00</td>
</tr>
<tr>
<td>630.06 Insurance - Group Health</td>
<td>558.59</td>
</tr>
<tr>
<td><strong>Total 630 Insurance</strong></td>
<td><strong>8,407.73</strong></td>
</tr>
<tr>
<td>635 Interest Expense</td>
<td>158.42</td>
</tr>
<tr>
<td>645 Team Building</td>
<td>1,158.14</td>
</tr>
<tr>
<td>650 Office Supplies</td>
<td>7,405.34</td>
</tr>
<tr>
<td>655 Payroll Tax Expenses</td>
<td>19,292.65</td>
</tr>
<tr>
<td>Account</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------</td>
</tr>
<tr>
<td>660 Property Taxes</td>
<td>10,412.13</td>
</tr>
<tr>
<td>665 Repairs and Maintenance</td>
<td>19,009.89</td>
</tr>
<tr>
<td>667 Garden Expense</td>
<td>461.11</td>
</tr>
<tr>
<td>675 Telephone/Cell Phones</td>
<td>4,319.90</td>
</tr>
<tr>
<td>680 Travel Expense</td>
<td>8,129.79</td>
</tr>
<tr>
<td>681 Meals &amp; Entertainment</td>
<td>6,967.58</td>
</tr>
<tr>
<td>685 Utilities</td>
<td>15,098.68</td>
</tr>
<tr>
<td>690 Ambassadors</td>
<td>43,068.23</td>
</tr>
<tr>
<td>695 Website Update</td>
<td>1,767.74</td>
</tr>
<tr>
<td>Royalties &amp; Rightss</td>
<td>3,159.57</td>
</tr>
<tr>
<td>Uncategorized Expenditure</td>
<td>-492.82</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$182,787.23</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Operating Revenue</td>
<td>$48,130.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Revenue</td>
<td></td>
</tr>
<tr>
<td>910 Interest Income</td>
<td>38.78</td>
</tr>
<tr>
<td>915 Interest Income on Investment</td>
<td>169.63</td>
</tr>
<tr>
<td>920 Realized Gains/Losses</td>
<td>199.68</td>
</tr>
<tr>
<td>925 Unrealized Gains/Losses</td>
<td>-469.08</td>
</tr>
<tr>
<td><strong>Total Other Revenue</strong></td>
<td><strong>-$60.99</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Expenditures</td>
<td></td>
</tr>
<tr>
<td>620 Depreciation</td>
<td>16,622.34</td>
</tr>
<tr>
<td><strong>Total Other Expenditures</strong></td>
<td><strong>$16,622.34</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Other Revenue</td>
<td>-$16,683.33</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Revenue</td>
<td>$31,446.67</td>
</tr>
</tbody>
</table>
### Statement of Financial Position

**As of December 31, 2018**

**TOTAL ASSETS**

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Bank Accounts</td>
<td></td>
</tr>
<tr>
<td>100 First Source - Operating</td>
<td>-2,837.58</td>
</tr>
<tr>
<td>102 Stifel</td>
<td>1,651.10</td>
</tr>
<tr>
<td>103 Elkhart County Community Foundation</td>
<td>6,739.06</td>
</tr>
<tr>
<td>1072 Bill.com Money Out Clearing</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Bank Accounts</td>
<td><strong>$5,552.58</strong></td>
</tr>
<tr>
<td>Other Current Assets</td>
<td></td>
</tr>
<tr>
<td>104 The Exchange - Cash</td>
<td>250.00</td>
</tr>
<tr>
<td>110 Petty Cash - Office</td>
<td>900.00</td>
</tr>
<tr>
<td>Total Other Current Assets</td>
<td><strong>$1,150.00</strong></td>
</tr>
<tr>
<td>Total Current Assets</td>
<td><strong>$6,702.58</strong></td>
</tr>
<tr>
<td><strong>Fixed Assets</strong></td>
<td></td>
</tr>
<tr>
<td>125 Buildings</td>
<td>193,899.65</td>
</tr>
<tr>
<td>130 A/D - Buildings Warehouse</td>
<td>-25,896.82</td>
</tr>
<tr>
<td>135 Furniture &amp; Equipment</td>
<td>117,050.77</td>
</tr>
<tr>
<td>140 A/D Furniture &amp; Equipment</td>
<td>-56,419.08</td>
</tr>
<tr>
<td>145 Land - Main St. Lot</td>
<td>105,968.00</td>
</tr>
<tr>
<td>150 Land Improvements</td>
<td>1,997.00</td>
</tr>
<tr>
<td>155 A/D - Land Improvements</td>
<td>-687.84</td>
</tr>
<tr>
<td>160 Leasohold Improvements - Rehearsal Room Floor - Lerner</td>
<td>24,991.00</td>
</tr>
<tr>
<td>165 A/D - Leasehold Improvements</td>
<td>-9,441.06</td>
</tr>
<tr>
<td>Total Fixed Assets</td>
<td><strong>$351,461.62</strong></td>
</tr>
<tr>
<td><strong>Other Assets</strong></td>
<td></td>
</tr>
<tr>
<td>195 Other Assets</td>
<td>24,456.26</td>
</tr>
<tr>
<td>Total Other Assets</td>
<td><strong>$24,456.26</strong></td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$382,620.46</strong></td>
</tr>
</tbody>
</table>
Premier Arts, Incorporated

Statement of Financial Position
As of December 31, 2018

<table>
<thead>
<tr>
<th>Liabilities and Equity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liabilities</td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td></td>
</tr>
<tr>
<td>200 Accounts Payable</td>
<td>7,073.12</td>
</tr>
<tr>
<td>Total Accounts Payable</td>
<td>$7,073.12</td>
</tr>
<tr>
<td>Credit Cards</td>
<td></td>
</tr>
<tr>
<td>216 1st Source Credit Card</td>
<td>10,521.20</td>
</tr>
<tr>
<td>Total Credit Cards</td>
<td>$10,521.20</td>
</tr>
<tr>
<td>Other Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>215 Credit Card - Cardmember Service</td>
<td>0.00</td>
</tr>
<tr>
<td>220 IN Sales Tax Payable</td>
<td>0.00</td>
</tr>
<tr>
<td>225 Payroll Liabilities</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Other Current Liabilities</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Current Liabilities</td>
<td>$17,594.32</td>
</tr>
<tr>
<td>Long-Term Liabilities</td>
<td></td>
</tr>
<tr>
<td>245 Notes Payable - State St Warehouse</td>
<td>0.00</td>
</tr>
<tr>
<td>250 Notes Payable - Main St Lot</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Long-Term Liabilities</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>$17,594.32</td>
</tr>
<tr>
<td>Equity</td>
<td></td>
</tr>
<tr>
<td>300 Net Assets</td>
<td>333,579.47</td>
</tr>
<tr>
<td>305 Opening Balance Equity</td>
<td>0.00</td>
</tr>
<tr>
<td>Net Revenue</td>
<td>31,446.67</td>
</tr>
<tr>
<td>Total Equity</td>
<td>$365,026.14</td>
</tr>
<tr>
<td>Totals Liabilities and Equity</td>
<td>$382,620.46</td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Revenue</td>
<td></td>
</tr>
<tr>
<td>400 Contributions</td>
<td></td>
</tr>
<tr>
<td>400.2 Underwriting/Sponsorship</td>
<td></td>
</tr>
<tr>
<td>415 Fundraiser/Special Events</td>
<td></td>
</tr>
<tr>
<td><strong>Total 400 Contributions</strong></td>
<td></td>
</tr>
<tr>
<td>425 Grants</td>
<td></td>
</tr>
<tr>
<td>425.01 Elkhart Community Foundation Grant</td>
<td></td>
</tr>
<tr>
<td><strong>Total 425 Grants</strong></td>
<td></td>
</tr>
<tr>
<td>430 Income</td>
<td></td>
</tr>
<tr>
<td>430.01 Production Fees</td>
<td></td>
</tr>
<tr>
<td>430.02 Program Advertising</td>
<td></td>
</tr>
<tr>
<td>430.03 Season Tickets</td>
<td></td>
</tr>
<tr>
<td>430.04 Tickets</td>
<td></td>
</tr>
<tr>
<td><strong>Total 430 Income</strong></td>
<td></td>
</tr>
<tr>
<td>440 Premier Arts Theater Academy Income</td>
<td></td>
</tr>
<tr>
<td>440.01 Ambassadors</td>
<td></td>
</tr>
<tr>
<td>440.02 Class/Bootcamp</td>
<td></td>
</tr>
<tr>
<td>440.04 P.A.C</td>
<td></td>
</tr>
<tr>
<td>440.05 PATA Individual Lessons</td>
<td></td>
</tr>
<tr>
<td>440.06 Summer Camp</td>
<td></td>
</tr>
<tr>
<td><strong>Total 440 Premier Arts Theater Academy Income</strong></td>
<td></td>
</tr>
<tr>
<td>450 Sales of Product Revenue</td>
<td></td>
</tr>
<tr>
<td><strong>Total 450 Sales of Product Revenue</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
</tr>
<tr>
<td>Cost of Goods Sold</td>
<td></td>
</tr>
<tr>
<td>500 Lerner Show Expense</td>
<td></td>
</tr>
<tr>
<td>500.01 Box Office Fees</td>
<td></td>
</tr>
<tr>
<td>500.02 Comp Tickets</td>
<td></td>
</tr>
<tr>
<td>500.03 CC Processing Fee Expense</td>
<td></td>
</tr>
<tr>
<td>500.05 Facility Rental</td>
<td></td>
</tr>
<tr>
<td>500.07 Rehearsal Fees</td>
<td></td>
</tr>
<tr>
<td>500.08 Staff - Ushers</td>
<td></td>
</tr>
<tr>
<td>500.09 Stagehand Expense</td>
<td></td>
</tr>
<tr>
<td>500.10 Stage Manager</td>
<td></td>
</tr>
<tr>
<td>500.12 Ticket Sales to Promotor</td>
<td></td>
</tr>
<tr>
<td>500.13 Historic Fee</td>
<td></td>
</tr>
<tr>
<td>500.14 Security</td>
<td></td>
</tr>
<tr>
<td><strong>Total 500 Lerner Show Expense</strong></td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Subcategory</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td><strong>525 Creative Service Payroll</strong></td>
<td>525.01 Executive Artistic Director</td>
</tr>
<tr>
<td></td>
<td>525.02 Guest Artist</td>
</tr>
<tr>
<td></td>
<td>525.03 Technical</td>
</tr>
<tr>
<td></td>
<td>525.04 Professional Staff</td>
</tr>
<tr>
<td><strong>Total 525 Creative Service Payroll</strong></td>
<td></td>
</tr>
<tr>
<td><strong>540 Premier Arts Theater Academy Expense</strong></td>
<td>540.01 Instructor Payroll</td>
</tr>
<tr>
<td></td>
<td>540.02 Class Supplies</td>
</tr>
<tr>
<td></td>
<td>540.03 Payroll Fees</td>
</tr>
<tr>
<td></td>
<td>540.04 Educational Director</td>
</tr>
<tr>
<td></td>
<td>540.06 Artistic Directors</td>
</tr>
<tr>
<td><strong>Total 540 Premier Arts Theater Academy Expense</strong></td>
<td></td>
</tr>
<tr>
<td><strong>550 Show Expense</strong></td>
<td>550.01 Sets Props</td>
</tr>
<tr>
<td></td>
<td>550.02 Sound Lights</td>
</tr>
<tr>
<td></td>
<td>550.03 Costumes</td>
</tr>
<tr>
<td></td>
<td>550.04 Front of House</td>
</tr>
<tr>
<td></td>
<td>550.05 Royalties &amp; Rights</td>
</tr>
<tr>
<td></td>
<td>550.06 Equipment Rental</td>
</tr>
<tr>
<td></td>
<td>550.07 Production Staff</td>
</tr>
<tr>
<td></td>
<td>550.08 Merchandise/Archives</td>
</tr>
<tr>
<td></td>
<td>550.09 Marketing &amp; Printing</td>
</tr>
<tr>
<td></td>
<td>550.10 Postage</td>
</tr>
<tr>
<td></td>
<td>550.12 Public Relations</td>
</tr>
<tr>
<td><strong>Total 550 Show Expense</strong></td>
<td></td>
</tr>
<tr>
<td><strong>551 The Exchange Expenses</strong></td>
<td>551.01 Exchange sales - Square fees</td>
</tr>
<tr>
<td><strong>Total 551 The Exchange Expenses</strong></td>
<td></td>
</tr>
<tr>
<td><strong>555 Fundraising and Special Events</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost of Goods Sold</strong></td>
<td></td>
</tr>
<tr>
<td><strong>GROSS PROFIT</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
</tr>
<tr>
<td>600 Accounting Fees</td>
<td></td>
</tr>
<tr>
<td>605 Administrative Fees</td>
<td></td>
</tr>
<tr>
<td>610 Bank Charges</td>
<td></td>
</tr>
<tr>
<td>615 Conferences/Seminars/Festivals</td>
<td></td>
</tr>
<tr>
<td>625 Dues</td>
<td></td>
</tr>
<tr>
<td>626 Equipment Rental - Copier</td>
<td></td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>630</td>
<td>630 Insurance</td>
</tr>
<tr>
<td>630.02</td>
<td>General Liability Insurance</td>
</tr>
<tr>
<td>630.06</td>
<td>Insurance - Group Health</td>
</tr>
<tr>
<td>645</td>
<td>Team Building</td>
</tr>
<tr>
<td>650</td>
<td>Office Supplies</td>
</tr>
<tr>
<td>655</td>
<td>Payroll Tax Expenses</td>
</tr>
<tr>
<td>660</td>
<td>Property Taxes</td>
</tr>
<tr>
<td>665</td>
<td>Repairs and Maintenance</td>
</tr>
<tr>
<td>670</td>
<td>Small Equipment Purchase</td>
</tr>
<tr>
<td>675</td>
<td>Telephone/Cell Phones</td>
</tr>
<tr>
<td>680</td>
<td>Travel Expense</td>
</tr>
<tr>
<td>681</td>
<td>Meals &amp; Entertainment</td>
</tr>
<tr>
<td>682</td>
<td>Education and Training</td>
</tr>
<tr>
<td>685</td>
<td>Utilities</td>
</tr>
<tr>
<td>690</td>
<td>Ambassadors</td>
</tr>
<tr>
<td>695</td>
<td>Website Update</td>
</tr>
<tr>
<td></td>
<td>Uncategorised Expenditure</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$157,372.81</strong></td>
</tr>
<tr>
<td>910</td>
<td>Interest Income</td>
</tr>
<tr>
<td>915</td>
<td>Interest Income on Investment</td>
</tr>
<tr>
<td>920</td>
<td>Realized Gains/Losses</td>
</tr>
<tr>
<td>925</td>
<td>Unrealized Gains/Losses</td>
</tr>
<tr>
<td><strong>Total Other Revenue</strong></td>
<td><strong>$1,033.89</strong></td>
</tr>
<tr>
<td>620</td>
<td>Depreciation</td>
</tr>
<tr>
<td><strong>Total Other Expenditures</strong></td>
<td><strong>$18,042.56</strong></td>
</tr>
<tr>
<td><strong>NET OTHER REVENUE</strong></td>
<td><strong>-$17,008.67</strong></td>
</tr>
<tr>
<td><strong>NET REVENUE</strong></td>
<td><strong>$10,444.36</strong></td>
</tr>
</tbody>
</table>
# Premier Arts, Incorporated

## Statement of Financial Position

**As of December 31, 2019**

---

### ASSETS

#### Current Assets

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Accounts</td>
<td></td>
</tr>
<tr>
<td>100 First Source - Operating</td>
<td>18,249.06</td>
</tr>
<tr>
<td>102 Stifel</td>
<td>1,655.30</td>
</tr>
<tr>
<td>103 Elkhart County Community Foundation</td>
<td>7,726.69</td>
</tr>
<tr>
<td>1072 Bill.com Money Out Clearing</td>
<td>552.00</td>
</tr>
<tr>
<td><strong>Total Bank Accounts</strong></td>
<td><strong>$28,183.05</strong></td>
</tr>
<tr>
<td>Other Current Assets</td>
<td></td>
</tr>
<tr>
<td>104 The Exchange - Cash</td>
<td>250.00</td>
</tr>
<tr>
<td>110 Petty Cash - Office</td>
<td>900.00</td>
</tr>
<tr>
<td><strong>Total Other Current Assets</strong></td>
<td><strong>$1,150.00</strong></td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>$29,333.05</strong></td>
</tr>
</tbody>
</table>

#### Fixed Assets

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buildings</td>
<td>200,755.58</td>
</tr>
<tr>
<td>130 A/D - Buildings Warehouse</td>
<td>-31,689.78</td>
</tr>
<tr>
<td>135 Furniture &amp; Equipment</td>
<td>111,174.07</td>
</tr>
<tr>
<td>140 A/D Furniture &amp; Equipment</td>
<td>-57,116.48</td>
</tr>
<tr>
<td>145 Land - Main St. Lot</td>
<td>105,968.00</td>
</tr>
<tr>
<td>150 Land Improvements</td>
<td>1,997.00</td>
</tr>
<tr>
<td>155 A/D - Land Improvements</td>
<td>-820.97</td>
</tr>
<tr>
<td>160 Leashold Improvements - Rehearsal Room Floor - Lerner</td>
<td>24,991.00</td>
</tr>
<tr>
<td>165 A/D - Leasehold Improvements</td>
<td>-11,107.13</td>
</tr>
<tr>
<td><strong>Total Fixed Assets</strong></td>
<td><strong>$344,151.29</strong></td>
</tr>
</tbody>
</table>

#### Other Assets

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>195 Other Assets</td>
<td>27,385.06</td>
</tr>
<tr>
<td>Due from IOI Pay</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Other Assets</strong></td>
<td><strong>$27,385.06</strong></td>
</tr>
</tbody>
</table>

**TOTAL ASSETS**                                     **$400,869.40**
Premier Arts, Incorporated  
Statement of Financial Position  
As of December 31, 2019

<table>
<thead>
<tr>
<th>Liabilities and Equity</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>200 Accounts Payable</td>
<td>12,771.87</td>
<td></td>
</tr>
<tr>
<td><strong>Total Accounts Payable</strong></td>
<td><strong>12,771.87</strong></td>
<td></td>
</tr>
<tr>
<td>Credit Cards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>216 1st Source Credit Card</td>
<td>12,627.03</td>
<td></td>
</tr>
<tr>
<td><strong>Total Credit Cards</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Current Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>215 Credit Card - Cardmember Service</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>220 IN Sales Tax Payable</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>225 Payroll Liabilities</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Current Liabilities</strong></td>
<td><strong>0.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td><strong>25,398.90</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Long-Term Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>245 Notes Payable - State St Warehouse</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>250 Notes Payable - Main St Lot</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Long-Term Liabilities</strong></td>
<td><strong>0.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>25,398.90</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>300 Net Assets</td>
<td>365,026.14</td>
<td></td>
</tr>
<tr>
<td>305 Opening Balance Equity</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Net Revenue</td>
<td>10,444.36</td>
<td></td>
</tr>
<tr>
<td><strong>Total Equity</strong></td>
<td><strong>375,470.50</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES AND EQUITY</strong></td>
<td><strong>400,869.40</strong></td>
<td></td>
</tr>
</tbody>
</table>
## Premier Arts, Incorporated

**Statement of Activity**

**January - December 2020**

### Revenue

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>Contributions</td>
<td>134,780.25</td>
</tr>
<tr>
<td>400.2</td>
<td>Underwriting/Sponsorship</td>
<td>72,500.00</td>
</tr>
<tr>
<td>415</td>
<td>Fundraiser/Special Events</td>
<td>90,715.30</td>
</tr>
<tr>
<td><strong>Total 400 Contributions</strong></td>
<td></td>
<td><strong>297,995.55</strong></td>
</tr>
<tr>
<td>425</td>
<td>Grants</td>
<td>34,075.71</td>
</tr>
<tr>
<td>425.01</td>
<td>Elkhart Community Foundation Grant</td>
<td>65,651.67</td>
</tr>
<tr>
<td><strong>Total 425 Grants</strong></td>
<td></td>
<td><strong>99,727.38</strong></td>
</tr>
<tr>
<td>430</td>
<td>Income</td>
<td></td>
</tr>
<tr>
<td>430.01</td>
<td>Production Fees</td>
<td>11,530.00</td>
</tr>
<tr>
<td>430.02</td>
<td>Program Advertising</td>
<td>23,150.00</td>
</tr>
<tr>
<td>430.03</td>
<td>Season Tickets</td>
<td>59,700.00</td>
</tr>
<tr>
<td>430.04</td>
<td>Tickets</td>
<td>83,832.51</td>
</tr>
<tr>
<td><strong>Total 430 Income</strong></td>
<td></td>
<td><strong>178,212.51</strong></td>
</tr>
<tr>
<td>440</td>
<td>Premier Arts Theater Academy Income</td>
<td></td>
</tr>
<tr>
<td>440.01</td>
<td>Ambassadors</td>
<td>21,788.81</td>
</tr>
<tr>
<td>440.02</td>
<td>Class/Bootcamp</td>
<td>6,085.00</td>
</tr>
<tr>
<td>440.04</td>
<td>P.A.C</td>
<td>2,534.00</td>
</tr>
<tr>
<td>440.05</td>
<td>PATA Individual Lessons</td>
<td>39,650.00</td>
</tr>
<tr>
<td>440.06</td>
<td>Summer Camp</td>
<td>16,055.00</td>
</tr>
<tr>
<td><strong>Total 440 Premier Arts Theater Academy Income</strong></td>
<td></td>
<td><strong>86,112.81</strong></td>
</tr>
<tr>
<td>450</td>
<td>Sales of Product Revenue</td>
<td></td>
</tr>
<tr>
<td>450.01</td>
<td>Merchandise/Archives</td>
<td>10,341.93</td>
</tr>
<tr>
<td><strong>Total 450 Sales of Product Revenue</strong></td>
<td></td>
<td><strong>10,341.93</strong></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
<td><strong>$672,390.18</strong></td>
</tr>
</tbody>
</table>

### Cost of Goods Sold

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>Lerner Show Expense</td>
<td></td>
</tr>
<tr>
<td>500.01</td>
<td>Box Office Fees</td>
<td>3,170.12</td>
</tr>
<tr>
<td>500.02</td>
<td>Comp Tickets</td>
<td>12.15</td>
</tr>
<tr>
<td>500.03</td>
<td>CC Processing Fee Expense</td>
<td>5,678.90</td>
</tr>
<tr>
<td>500.05</td>
<td>Facility Rental</td>
<td>9,961.00</td>
</tr>
<tr>
<td>500.07</td>
<td>Rehearsal Fees</td>
<td>336.00</td>
</tr>
<tr>
<td>500.08</td>
<td>Staff - Ushers</td>
<td>1,629.00</td>
</tr>
<tr>
<td>500.09</td>
<td>Stagehand Expense</td>
<td>216.00</td>
</tr>
<tr>
<td>500.13</td>
<td>Historic Fee</td>
<td>8,615.00</td>
</tr>
<tr>
<td>500.14</td>
<td>Security</td>
<td>1,270.00</td>
</tr>
<tr>
<td><strong>Total 500 Lerner Show Expense</strong></td>
<td></td>
<td><strong>30,888.17</strong></td>
</tr>
</tbody>
</table>

### Creative Service Payroll

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525</td>
<td>Creative Service Payroll</td>
<td></td>
</tr>
<tr>
<td>525.01</td>
<td>Executive Artistic Director</td>
<td>78,514.93</td>
</tr>
<tr>
<td>525.03</td>
<td>Technical</td>
<td>42,269.72</td>
</tr>
</tbody>
</table>

**Accrual Basis** Thursday, January 27, 2022 05:23 PM GMT-05:00
## Premier Arts, Incorporated
### Statement of Activity
#### January - December 2020

### 525 Professional Staff
- **525.04 Professional Staff**: $54,868.00

### Total 525 Creative Service Payroll
- **Total 525 Creative Service Payroll**: $175,652.65
  - **540 Premier Arts Theater Academy Expense**
    - **540.01 Instructor Payroll**: $23,744.00
    - **540.02 Class Supplies**: $363.73
    - **540.03 Payroll Fees**: $2,022.75
    - **540.04 Educational Director**: $38,850.81
    - **540.06 Artistic Directors**: $255.00

### Total 540 Premier Arts Theater Academy Expense
- **Total 540 Premier Arts Theater Academy Expense**: $65,236.29
  - **550 Show Expense**
    - **550.01 Sets & Props**: $65,800.66
    - **550.02 Sound, Lights**: $19,598.66
    - **550.03 Costumes**: $38,592.56
    - **550.04 Front of House**: $356.55
    - **550.05 Royalties & Rights**: $38,887.99
    - **550.07 Production Staff**: $30,150.00
    - **550.08 Merchandise/Archives**: $7,553.56
    - **550.09 Marketing & Printing**: $20,907.18
    - **550.10 Postage**: $2,402.64
    - **550.12 Public Relations**: $7,545.00

### Total 550 Show Expense
- **Total 550 Show Expense**: $231,794.80
  - **551 The Exchange Expenses**
    - **551.01 Exchange sales - Square fees**: $397.39

### Total 551 The Exchange Expenses
- **Total 551 The Exchange Expenses**: $397.39

### Total Cost of Goods Sold
- **Total Cost of Goods Sold**: $503,768.80

### GROSS PROFIT
- **GROSS PROFIT**: $168,621.38

### Expenditures
- **600 Accounting Fees**: $10,988.54
- **605 Administrative Fees**: $19.43
- **610 Bank Charges**: $282.16
- **611 Charitable Contributions**: $52.75
- **612 Grant Expense**: $340.00
- **625 Dues**: $593.99
- **626 Equipment Rental - Copier**: $1,969.72
- **630 Insurance**
  - **630.02 General Liability Insurance**: $14,220.96
  - **630.06 Insurance - Group Health**: $7,056.81

### Total 630 Insurance
- **Total 630 Insurance**: $21,277.77
- **635 Interest Expense**: $440.70
# Premier Arts, Incorporated

## Statement of Activity

January - December 2020

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>650 Office Supplies</td>
<td>4,115.64</td>
</tr>
<tr>
<td>655 Payroll Tax Expenses</td>
<td>18,893.00</td>
</tr>
<tr>
<td>660 Property Taxes</td>
<td>3,771.62</td>
</tr>
<tr>
<td>662 Other Taxes</td>
<td>956.88</td>
</tr>
<tr>
<td>665 Repairs and Maintenance</td>
<td>11,790.95</td>
</tr>
<tr>
<td>675 Telephone/Cell Phones</td>
<td>2,232.49</td>
</tr>
<tr>
<td>680 Travel Expense</td>
<td>4,720.44</td>
</tr>
<tr>
<td>681 Meals &amp; Entertainment</td>
<td>1,168.08</td>
</tr>
<tr>
<td>685 Utilities</td>
<td>10,289.11</td>
</tr>
<tr>
<td>690 Ambassadors</td>
<td>16,710.07</td>
</tr>
<tr>
<td>695 Website Update</td>
<td>57.06</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$110,670.40</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>910 Interest Income</td>
<td>14.08</td>
</tr>
<tr>
<td>915 Interest Income on Investment</td>
<td>173.17</td>
</tr>
<tr>
<td>920 Realized Gains/Losses</td>
<td>118.71</td>
</tr>
<tr>
<td>925 Unrealized Gains/Losses</td>
<td>964.74</td>
</tr>
<tr>
<td><strong>Total Other Revenue</strong></td>
<td><strong>$1,270.70</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>620 Depreciation</td>
<td>18,385.58</td>
</tr>
<tr>
<td>Reconciliation Discrepancies</td>
<td>-1.00</td>
</tr>
<tr>
<td><strong>Total Other Expenditures</strong></td>
<td><strong>$18,384.58</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NET OPERATING REVENUE</strong></td>
<td><strong>$57,950.98</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NET OTHER REVENUE</strong></td>
<td><strong>$ -17,113.88</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NET REVENUE</strong></td>
<td><strong>$40,837.10</strong></td>
</tr>
<tr>
<td>ASSETS</td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>-------</td>
</tr>
<tr>
<td><strong>CURRENT ASSETS</strong></td>
<td></td>
</tr>
<tr>
<td>Bank Accounts</td>
<td></td>
</tr>
<tr>
<td>100 First Source - Operating</td>
<td>101,717.97</td>
</tr>
<tr>
<td>102 Stifel</td>
<td>1,655.50</td>
</tr>
<tr>
<td>103 Elkhart County Community Foundation</td>
<td>8,623.88</td>
</tr>
<tr>
<td>1072 Bill.com Money Out Clearing</td>
<td>895.77</td>
</tr>
<tr>
<td><strong>Total Bank Accounts</strong></td>
<td><strong>$112,893.12</strong></td>
</tr>
<tr>
<td>Other Current Assets</td>
<td></td>
</tr>
<tr>
<td>104 The Exchange - Cash</td>
<td>0.00</td>
</tr>
<tr>
<td>110 Petty Cash - Office</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Other Current Assets</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>$112,893.12</strong></td>
</tr>
<tr>
<td><strong>FIXED ASSETS</strong></td>
<td></td>
</tr>
<tr>
<td>125 Buildings</td>
<td>213,263.98</td>
</tr>
<tr>
<td>130 A/D - Buildings Warehouse</td>
<td>-37,711.26</td>
</tr>
<tr>
<td>135 Furniture &amp; Equipment</td>
<td>111,174.07</td>
</tr>
<tr>
<td>140 A/D Furniture &amp; Equipment</td>
<td>-67,681.42</td>
</tr>
<tr>
<td>145 Land - Main St. Lot</td>
<td>105,968.00</td>
</tr>
<tr>
<td>150 Land Improvements</td>
<td>1,997.00</td>
</tr>
<tr>
<td>155 A/D - Land Improvements</td>
<td>-954.05</td>
</tr>
<tr>
<td>160 Leashold Improvements - Rehearsal Room Floor - Lerner</td>
<td>24,991.00</td>
</tr>
<tr>
<td>165 A/D - Leasehold Improvements</td>
<td>-12,773.21</td>
</tr>
<tr>
<td><strong>Total Fixed Assets</strong></td>
<td><strong>$338,274.11</strong></td>
</tr>
<tr>
<td><strong>OTHER ASSETS</strong></td>
<td></td>
</tr>
<tr>
<td>195 Other Assets</td>
<td>28,071.49</td>
</tr>
<tr>
<td>Due from IOI Pay</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Other Assets</strong></td>
<td><strong>$28,071.49</strong></td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$479,238.72</strong></td>
</tr>
</tbody>
</table>
# Premier Arts, Incorporated

## Statement of Financial Position

As of December 31, 2020

<table>
<thead>
<tr>
<th>Liabilities and Equity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>6,455.51</td>
</tr>
<tr>
<td>Total Accounts Payable</td>
<td>$6,455.51</td>
</tr>
<tr>
<td>Credit Cards</td>
<td>575.61</td>
</tr>
<tr>
<td>Total Credit Cards</td>
<td>$575.61</td>
</tr>
<tr>
<td>Other Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>215 Credit Card - Cardmember Service</td>
<td>0.00</td>
</tr>
<tr>
<td>220 IN Sales Tax Payable</td>
<td>0.00</td>
</tr>
<tr>
<td>225 Payroll Liabilities</td>
<td>0.00</td>
</tr>
<tr>
<td>230 S/T Notes Payable</td>
<td>55,900.00</td>
</tr>
<tr>
<td>Total Other Current Liabilities</td>
<td>$55,900.00</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>$62,931.12</td>
</tr>
<tr>
<td>Long-Term Liabilities</td>
<td></td>
</tr>
<tr>
<td>245 Notes Payable - State St Warehouse</td>
<td>0.00</td>
</tr>
<tr>
<td>250 Notes Payable - Main St Lot</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Long-Term Liabilities</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>$62,931.12</td>
</tr>
<tr>
<td><strong>Equity</strong></td>
<td></td>
</tr>
<tr>
<td>300 Net Assets</td>
<td>375,470.50</td>
</tr>
<tr>
<td>305 Opening Balance Equity</td>
<td>0.00</td>
</tr>
<tr>
<td>Net Revenue</td>
<td>40,837.10</td>
</tr>
<tr>
<td><strong>Total Equity</strong></td>
<td>$416,307.60</td>
</tr>
<tr>
<td><strong>Total Liabilities and Equity</strong></td>
<td>$479,238.72</td>
</tr>
</tbody>
</table>

**Accrual Basis** Thursday, January 27, 2022 05:25 PM GMT-05:00