



Central Region
School Insurance Group

Charter School Application Packet

- Charter School Policy

Application Checklist

- Exhibit A: Agreement to Eligibility for Coverage Requirements
- Exhibit B: Hold Harmless Indemnification Agreement
- Exhibit C: Risk Management Guidelines
- Exhibit D: Charter School Resolution
- Annual Charter School Questionnaire
- Request for Consideration – (Sample letter provided)
- Copy of the State approved Charter



By adoption of the Executive Committee, the Central Region School Insurance Group (CRSIG) has established the following policy regarding endorsement of Charter Schools to the Memorandum of Coverage (MOC), subject to the following operational procedures and conditions.

1. Eligibility for Coverage: Charter Schools who meet all of the following requirements a) – e), will be eligible for coverage through CRSIG:
 - a) Decision Making Authority:
 - The Sponsoring School District board serves as the board for the Charter School
 - b) Fiscal Accountability:
 - The Sponsoring School District and/or County Office of Education administers all fiscal accounting services for the Charter School's operations
 - All of the Charter School's fiscal operations are included in the Sponsoring School District's annual audit
 - c) Employer Relationship:
 - The Sponsoring School District performs all hiring, evaluations, payroll, terminations and discipline issues related to all Charter School employees
 - The Sponsoring School District is the employer for all Charter School employees
 - All negotiated agreements or contracts are ratified by the Sponsoring School District Board
 - The Sponsoring School District as the employer, covers all Charter School staff under workers' compensation
 - d) MOUs:
 - All Memorandums of Understanding must be presented to CRSIG upon request.
 - e) Compliance with CRSIG Requirements:
 - The Charter School must submit a completed application to CRSIG for approval no later than 2 months prior to the commencement of requested coverage
 - The Charter School shall utilize the CRSIG safety/risk control practices offered to CRSIG members
 - The Charter School must comply with all Federal, State and local ordinances related to the operation of a Charter School
 - The Charter School must comply with policies and procedures implemented by CRSIG or any of its affiliate insuring agencies.
 - f) Continued Eligibility:
 - The Charter School must agree to notify CRSIG immediately of any changes to their ability to meet above requirements a) through e). Upon failing to meet all of the above requirements, the Charter School agrees that coverage through CRSIG has ceased at the point a change occurred and they must agree to indemnify and hold CRSIG and the Sponsoring School District harmless from any and all losses that occur following their loss of coverage with CRSIG.

2. Application Process:

- a) The Charter School-must complete the application packet requesting endorsement to the MOC. The Sponsoring School District shall complete the Sponsoring School District Questionnaire verifying compliance with the dependent charter school requirements under Sections 1 a) – e). The application packet will include the following items, which will need Charter School/Sponsoring District Board approval:
 1. Exhibit A: Agreement to Eligibility for Coverage Requirements
 2. Exhibit B: Hold Harmless Indemnification Agreement
 3. Exhibit C: Risk Management Guidelines
 4. Exhibit D: Charter School Resolution
 5. Sponsoring School District Questionnaire
 6. Request for Consideration – (Sample letter provided)
 7. Copy of the State approved Charter
- b) The CRSIG Executive Committee will review the Charter School application for compliance with CRSIG Charter School Policy and excess insuring entity requirements. Coverage will be granted based on compliance with policy. Coverage will not be granted unless the Executive Committee is assured that the practices, policies, locations, facilities, personnel and curriculum presents no increased exposure to the insurance pool than the other existing member Districts and Charters. Approvals will be granted for a one year period.
- c) Upon approval for endorsement to the CRSIG MOC, the Executive Director will work with CRSIG excess insuring entities to obtain coverage.

3. Renewal Process:

- a) Each October, the CRSIG office will disseminate an annual Sponsoring School District Questionnaire to the Sponsoring School of each approved Charter School and the County Office of Education to verify their continued qualification for indemnification under CRSIG.
- b) Each Sponsoring School District shall submit a completed questionnaire no later than December 1st. The questionnaires will be reviewed by the Executive Committee.
- c) Completed Sponsoring School District Questionnaires will be reviewed by the CRSIG Executive Committee for approval/denial based on Section 3, b) of this policy no later than the regularly scheduled meeting to be held each February.

EXHIBIT A

**CHARTER SCHOOL
AGREEMENT TO ELIGIBILITY FOR COVERAGE REQUIREMENTS**

The _____ Charter School agrees that as a member of CRSIG, it will comply with the following requirements and exclusions:

1. Continued compliance with the CRSIG Eligibility For Coverage requirements:

- a) Decision Making Authority:
 - The Sponsoring School District board serves as the board for the Charter School
- b) Fiscal Accountability:
 - The Sponsoring School District and/or County Office of Education administers all fiscal accounting services for the Charter School’s operations
 - All of the Charter School’s fiscal operations are included in the Sponsoring School District’s annual audit
- c) Employer Relationship:
 - The Sponsoring School District performs all hiring, evaluations, payroll, terminations and discipline issues related to all Charter School employees
 - The Sponsoring School District is the employer for all Charter School employees
 - All negotiated agreements or contracts are ratified by the Sponsoring School District Board
 - The Sponsoring School District as the employer, covers all Charter School staff under workers’ compensation
- d) MOUs:
 - All Memorandums of Understanding must be presented to CRSIG upon request.
- e) Compliance with CRSIG Requirements:
 - The Charter School must submit a completed application to CRSIG for approval no later than 2 months prior to the commencement of requested coverage
 - The Charter School shall utilize the CRSIG safety/risk control practices offered to CRSIG members
 - The Charter School must comply with all Federal, State and local ordinances related to the operation of a Charter School
 - The Charter School must comply with policies and procedures implemented by CRSIG or any of its affiliate insuring agencies.
- f) Continued Eligibility:
 - The Charter School must agree to notify CRSIG immediately of any changes to their ability to meet above requirements a) through e). Upon failing to meet all of the above requirements, the Charter School agrees that coverage through CRSIG has ceased at the point a change occurred and they must agree to indemnify and hold CRSIG and the Sponsoring School District harmless from any and all losses that occur following their loss of coverage with CRSIG.

2. Exclusion for all losses occurring in violation of any applicable Government Code, Education Code or California Code of Regulations, and those events excluded under the CRSIG Memorandum of Coverage.

3. Hold Harmless Indemnification Agreement in favor of the _____ School District.

Sponsoring School District

Date

Charter School

Date

EXHIBIT B

**CHARTER SCHOOL
HOLD HARMLESS INDEMNIFICATION AGREEMENT**

BECAUSE THE _____ CHARTER SCHOOL (**CHARTER SCHOOL**) MAY HAVE A HIGH DEGREE OF AUTONOMY IN ITS DEVELOPMENT AND IMPLEMENTATION OF INSTRUCTIONAL PROGRAMS, AS WELL AS CLASSROOM ACTIVITIES, OVER WHICH THE _____ SCHOOL DISTRICT (**SPONSORING DISTRICT**) MAY HAVE NO DIRECT SUPERVISION IN PLANNING, CONTROL, RISK OF INJURY TO PERSON OR PROPERTY MAY ARISE FROM ITS OPERATIONS, AND

BECAUSE THE CENTRAL REGION SCHOOL INSURANCE GROUP (**CRSIG**) HAS AGREED TO INDEMNIFY THE **CHARTER SCHOOL** UNDER SPECIFIC CONDITIONS,

THEREFORE, THE **CHARTER SCHOOL** SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY THE **SPONSORING DISTRICT** AND **CRSIG**, BOARD OF TRUSTEES, ITS OFFICERS AND EMPLOYEES, FROM EVERY LIABILITY, CLAIM OR DEMAND, WHICH MAY BE MADE BY REASON OF:

- A. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM OR CORPORATION CAUSED BY ANY ACT, NEGLIGENCE, DEFAULT, OR OMISSION OF **CHARTER SCHOOL**, ITS OFFICERS, EMPLOYEES OR AGENTS WHEN THE ACTIVITY GIVING RISE TO SUCH ACT, NEGLIGENCE, DEFAULT OR OMISSION IS NOT IN COMPLIANCE WITH **SPONSORING DISTRICT** POLICY.
- B. THE FURNISHING OR USE OF ANY COPYRIGHTED OR UNCOPYRIGHTED COMPOSITION, OR PATENTED OR UNPATENTED INVENTION WHEN SUCH FURNISHING OR USE DOES NOT COMPLY WITH **SPONSORING DISTRICT** POLICY.
- C. THE CHARTER SCHOOL AGREEMENT TO NOTIFY **CRSIG** IMMEDIATELY OF ANY CHANGES TO THEIR ABILITY TO MEET THE **CRSIG** ELIGIBILITY FOR COVERAGE REQUIREMENTS; a) THROUGH e). UPON FAILING TO MEET ALL OF THE **CRSIG** ELIGIBILITY FOR COVERAGE REQUIREMENTS, THE **CHARTER SCHOOL** AGREES THAT COVERAGE THROUGH **CRSIG** WILL CEASE AT THE POINT A CHANGE OCCURS/ED AND AGREE TO INDEMNIFY AND HOLD **CRSIG** AND THE **SPONSORING DISTRICT** HARMLESS FROM ANY AND ALL LOSSES THAT OCCUR FOLLOWING THE **CHARTER SCHOOL'S** LOSS OF COVERAGE WITH **CRSIG**.

IN CASES OF SUCH LIABILITIES, CLAIMS OR DEMANDS, **CHARTER SCHOOL**, AT IT'S OWN EXPENSE AND RISK, SHALL DEFEND ALL LEGAL PROCEEDINGS WHICH MAY BE BROUGHT AGAINST IT AND/OR THE **SPONSORING DISTRICT**, THE BOARD OF TRUSTEES, ITS OFFICERS AND EMPLOYEES, AND **CRSIG** AND SATISFY ANY RESULTING JUDGMENTS UP TO THE REQUIRED AMOUNTS THAT MAY BE RENDERED AGAINST ANY OF THEM.

Sponsoring School District

Date

Charter School

Date

(Charter, Exhibit B)

EXHIBIT C

CHARTER RISK MANAGEMENT GUIDELINES

Charters obtaining property and/or liability coverage through the Central Region School Insurance Group (CRSIG) must, as a minimum, adhere to the following risk management standards:

1. The Charter must have adopted a resolution with administrative rules and regulations regarding risk management and safety as included in Exhibit D.
2. The Charter must adhere to established claim reporting guidelines, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by CRSIG or its representative in the investigation and defense of a claim.
3. The Charter must follow established guidelines in regards to obtaining appropriate certificates of insurance, additional insured endorsements and hold harmless and indemnification agreements for services or products purchased by the Charter.
4. The Charter shall only allow its facilities to be used by the public. As a minimum, the Charter shall require that all users provide a certificate of insurance with acceptable liability limits, depending upon the nature of the activity, and a written agreement by the user group to defend, indemnify and hold harmless the Charter from any and all losses which may occur, however caused, as a result of the user group's use of the facility.
5. The Charter shall conduct regular, ongoing inspections of its facilities and equipment pursuant to established CRSIG risk management guidelines. Defective and/or dangerous conditions discovered through these inspections shall be promptly corrected. The Charter shall keep written records of these inspections on file for at least one year after the date of the inspection.
6. The Charter shall obtain parent or legal guardian permission and an Assumption Of Risk Form for all voluntary field trips, excursions or on-campus extracurricular activities.
7. Employees assigned to the Charter School and parent volunteers must provide proof of automobile liability insurance coverage and a valid driver's license prior to driving on charter school business or activities. Only participants in the activity shall ride in the vehicle while it is being driven on school business.
8. The Charter shall not allow employees or the public to use school's power tools or equipment for their personal business. Any equipment that is loaned to employees or students shall have a loan form completed by the borrower and the parent/legal guardian, if appropriate, and shall only be loaned if there is a school purpose involved and only upon approval of the site administrator or designee.

- 9. All extracurricular athletic activities or student body clubs involving off-campus activities shall require an Assumption Of Risk Form to be signed by the participant and parent/legal guardian. The Charter shall not allow students to drive as agents of the school to these activities. If students are transporting themselves or other students the Charter must have a form on file from each student and the parent/legal guardian which states that such transportation is not at the direction of the Charter nor is the student driver an agent of the Charter.
- 10. The Charter shall follow the Sponsoring School District policy and procedures for handling sexual harassment complaints and conducting business in a nondiscriminatory manner and must comply with local, state and federal laws and regulations.
- 11. If a Charter decides to use the services of independent contractors, the Charter shall be responsible for properly risk managing those activities. The Charter shall also assume all responsibility for any taxes and penalties that may be assessed by the Internal Revenue Service.
- 12. The Charter shall agree to provide appropriate safety training to students in classes involving the handling of hazardous materials. Such training shall include, as a minimum, students' understanding of a material safety data sheet and how to interpret it, and instructions on the proper handling of the hazardous materials in the classroom to avoid exposures.
- 13. The Charter shall provide safety instruction and written tests prior to student use of any power tools and equipment in the industrial arts class and shall retain the written test for one year after the student has left the school.
- 14. Cheerleading activities shall adhere to the National Cheerleaders Association Safety Guidelines available through CRSIG.
- 15. The Charter shall agree to an annual risk management audit, at its own expense, to verify compliance with these Risk Management Guidelines.

Sponsoring School District

Date

Charter School

Date

EXHIBIT D

CHARTER SCHOOL BOARD RESOLUTION TO COMPLY WITH CRSIG UNDERWRITING AND RISK MANAGEMENT GUIDELINES

WHEREAS, the Central Region School Insurance Group (CRSIG) was formed for the purpose of providing the services and other items necessary and appropriate for property and liability coverage for public schools located in California; and

WHEREAS, the California legislature has enacted Education Code 47600 et. seq. (Charter Schools Act of 1992);

WHEREAS, CRSIG wishes to be pro-active in providing property and liability coverage to its members with Charter Schools, while protecting the integrity of the overall program;

NOW THEREFORE BE IT RESOLVED THAT, the _____ Charter School will endorse to the _____ School District coverage document and include within its Charter the following underwriting requirements as required by CRSIG:

1. Continued compliance with the CRSIG Eligibility For Coverage requirements:

- a) Decision Making Authority:
 - The Sponsoring School District board serves as the board for the Charter School
- b) Fiscal Accountability:
 - The Sponsoring School District and/or County Office of Education administers all fiscal accounting services for the Charter School's operations
 - All of the Charter School's fiscal operations are included in the Sponsoring School District's annual audit
- c) Employer Relationship:
 - The Sponsoring School District performs all hiring, evaluations, payroll, terminations and discipline issues related to all Charter School employees
 - The Sponsoring School District is the employer for all Charter School employees
 - All negotiated agreements or contracts are ratified by the Sponsoring School District Board
 - The Sponsoring School District as the employer, covers all Charter School staff under workers' compensation
- d) MOUs:
 - All Memorandums of Understanding must be presented to CRSIG upon request.
- e) Compliance with CRSIG Requirements:
 - The Charter School must submit a completed application to CRSIG for approval no later than 2 months prior to the commencement of requested coverage
 - The Charter School shall utilize the CRSIG safety/risk control practices offered to CRSIG members
 - The Charter School must comply with all Federal, State and local ordinances related to the operation of a Charter School
 - The Charter School must comply with policies and procedures implemented by CRSIG or any of its affiliate insuring agencies.

f) Continued Eligibility:

➤ The Charter School must agree to notify CRSIG immediately of any changes to their ability to meet above requirements a) through e). Upon failing to meet all of the above requirements, the Charter School agrees that coverage through CRSIG has ceased at the point a change occurred and they must agree to indemnify and hold CRSIG and the Sponsoring School District harmless from any and all losses that occur following their loss of coverage with CRSIG.

2. Exclusion for all losses occurring in violation of any applicable Government Code, Education Code or California Code of Regulations, and those events excluded under the CRSIG Memorandum of Coverage.

3. Hold Harmless Indemnification Agreement in favor of the _____ School District and CRSIG.

Charter Board Chair

Signature

Date

The foregoing resolution is passed and adopted by _____ Charter School Board, at a regular meeting this _____ day of _____, 200__.



Annual Charter School Questionnaire

Charter School: _____ School Year: _____

1. How many members of the sponsoring School District’s Board serve on the Charter School board? _____
2. How many board members make up the Charter School Board? _____
3. Who performs the accounting services for the charter school?
 - Sponsoring School District staff
 - County Office of Education staff
 - Charter School Staff
4. Are the Charter School’s fiscal operations reported in the Sponsoring School District’s annual audit? Yes No
5. Who performs the following employer responsibilities for the Charter School?

	Charter School	Sponsoring School District
Hiring/terminations/evaluations of staff	<input type="checkbox"/>	<input type="checkbox"/>
Payroll & employee benefits processing	<input type="checkbox"/>	<input type="checkbox"/>
Named as the employer for all staff	<input type="checkbox"/>	<input type="checkbox"/>
Board ratification of all employee agreements/contracts	<input type="checkbox"/>	<input type="checkbox"/>
Provides workers’ compensation coverage	<input type="checkbox"/>	<input type="checkbox"/>

6. Are all MOUs available to CRSIG upon request? Yes No
7. Does the Charter School utilize the CRSIG safety/risk control practices that are offered to CRSIG members? Yes No

The Charter School understands that approval for coverage through CRSIG is given on an annual basis. The Charter School also understands that changes which occur during the year to the operations as described above may change the school’s eligibility for coverage and should be discussed with CRSIG prior to any change.

This questionnaire was completed by (Sponsoring School District):

Printed Name

Title

Signature

Date

Sample letter to the CRSIG Executive Committee Charter School Endorsement Request

NOTE: A COMPLETED APPLICATION MUST BE RECEIVED 2 MONTHS PRIOR TO
THE COMMENCEMENT OF REQUESTED COVERAGE

Executive Committee
Central Region School Insurance Group
4101 Tully Road, Suite 501
Modesto, CA 95356

Dear Executive Committee Members:

The _____ Charter School respectfully requests that Charter Number
_____ be endorsed under the Central Region School Insurance Group Memorandum Of
Coverage.

The Sponsoring School District for our charter school is the _____
_____ School District.

The effective date for this request for endorsement is _____.

The _____ Charter, has been approved by the State of
California and is slated to commence operations on _____, 200__. Enclosed
please find a copy of the approved charter and exhibits a, b, c and d to the CRSIG charter school
policy.

Thank you for your consideration of this request.

Sincerely,

Charter School

Sponsoring School District