

Teacher Guardian, Inc.

PLAN CONTRACT

PREAMBLE

WHEREAS, TEACHER GUARDIAN, INC. (hereinafter referred to as “Teacher Guardian”) is a California Corporation that provides member services to teachers and educators employed by publicly funded schools in California; and

WHEREAS, California teachers in publicly funded schools have a need for a specialized form of labor and legal representation services; and

WHEREAS, Teacher Guardian was established to provide said labor and legal service benefits to its members;

NOW, THEREFORE, Teacher Guardian, hereby describes its plan contract as set forth in the following pages.

ARTICLE I Definitions

1. “Administrative Office” - refers to the administrative office of Teacher Guardian, Inc., as follows:

2366 Gold Meadow Way
Gold River, California 95670
(844) 415-1500

2. “Panel Attorney” - an attorney selected by Teacher Guardian as needed and as provided for in this plan document to provide legal services under the Plan Contract.
3. “Plan” or “Plan Contract” - the prepaid labor and legal services plan contract as set forth herein and any amendment thereto. The terms “Plan” and “Plan Contract” shall be used interchangeably in this Plan Contract.
4. “Member” - any teacher and/or educator employed by a publicly funded school in California who qualifies for benefits under this Plan document as described herein.

5. “Administrator” - a person or persons appointed by Teacher Guardian to evaluate claims and carry-out other administrative duties as prescribed by Teacher Guardian.
6. “Representation” - refers to the representation provided to the member by the Panel Attorney. Representation may include phone conferences, personal conferences, attendance at meetings, preparing correspondence, responding to correspondence, legal research, investigation, attendance at Administrative proceedings, attendance at any court proceeding and other services. Representation shall be offered to the member in accordance with the Plan based upon the professional judgment and opinion of the Panel Attorney and the Administrator.
7. “Limited Representation” - refers to representation offered to any member by a Panel Attorney, and approved by the Administrator, and may include many of the services defined as “Representation” but shall not include formal litigation or any appearance in any formal legal proceeding in any court or administrative proceeding nor shall it require a Panel Attorney to substitute in as attorney of record in any formal legal proceeding.

ARTICLE II

Entitlement to Benefits

1. Member Eligibility Requirement

To be eligible for membership any applicant for membership must meet the following eligibility requirements: applicant must be a teacher or educator currently employed by a publicly funded traditional or charter school in California, including all instructors, teachers, and professors working at a California community college, California State University, or University of California campus.

2. Initial Entitlement to Benefits

A qualified and eligible member shall be entitled to benefits after all the following have occurred:

- a. Proper registration with Teacher Guardian, including all required information on the registration form;
- b. Payment of membership fees. The date of payment shall be as described in Section 4 of this Article.

3. Registration

- a. Registration the Plan shall only be submitted and accepted via the website (www.TeacherGuardian.com) by the member.

4. **Required Payments**

- a. Payment Amount - in order to be entitled to services under the Plan, payment shall be made either at a monthly rate of Thirty Dollars (\$30.00) or an annual payment of Three Hundred Dollars (\$300.00).
- b. Time of Payment - payments as described in this section shall be made in full either on an annual basis by paying \$300.00, which entitles the member to benefits, as otherwise described herein, for a period of twelve (12) calendar months from the date of member's payment, or on a monthly basis by paying \$30.00, provided the member pays by credit card, and provided the member has properly authorized automatic billing of \$30.00 each month to the credit card.
- c. Method of Payment - payments shall be deemed to have been made as of the date of the member's on-line payment by credit card.

5. **Termination of Benefits**

The member's benefits shall automatically terminate or be limited as described in Article IV (Exclusions and Limitations) of the Plan Contract, or shall automatically terminate for any occurrence as described herein. Member benefits shall terminate on the date of said occurrence and not necessarily upon the date that the Administrator or Teacher Guardian became aware of said occurrence. Accordingly, member benefits shall automatically terminate as follows:

- a. After twenty-one (21) calendar days have passed from the time of non-payment of membership fees as described in this Article. Non-payment of contributions includes failure of payment due to any problem with a member's credit card which prevents the automatic monthly or annual billing of contributions to the member's credit card. Such problems include, but are not limited to, expiration of the credit card, attempted billing that result in the credit limit for the credit card being exceeded, or any change in the account number or any other information associated with the credit card. While Teacher Guardian will immediately notify the member of any failed billing due to credit card problems, it is the member's responsibility to ensure that the credit card provided for the purpose of paying membership fees remains active, valid, and operational. If non-payment of fees and the automatic termination of Teacher Guardian benefits after the 21 day grace period following non-payment results from any problem with a member's credit card, the prior member will be afforded the opportunity to rejoin Teacher Guardian and obtain

membership benefits by paying required contributions using a valid and operational credit card; however, any events which occur after 21 calendar days following non-payment of membership fees and before payment of membership fees resumes, and which may lead to issues requiring representation of the member, may not be covered by Teacher Guardian at the discretion of the Administrator.

- b. When the member loses his or her employment at a California publicly funded educational institution, except when said member's loss of employment is the subject of services being provided under the Plan.
- c. When a member is convicted of any misdemeanor or felony, at the discretion of the Administrator.
- d. When the member becomes deceased in that no benefits as described herein shall pass to any other person or entity other than the member.

ARTICLE III Benefits

Subject to the exclusions and limitations set forth in the Plan Contract, a member is entitled to the benefits as described herein for which the member is properly qualified under all of the Articles of the Plan Contract.

- 1. **The member shall be entitled to the following benefits and services:**
 - a. Advice, consultation and representation during the course of any investigation by the member's employer, including during any interview, interrogation, or fact-finding procedure. Note: Until a member's claim has been formally submitted and acknowledged by Teacher Guardian and a Panel Attorney assigned to the case, the member is solely responsible for any deadlines associated with investigation or appeal;
 - b. Representation on any proposed disciplinary action, including attendance at any informal hearings, settlement discussions, or other disciplinary procedure steps. Representation of member in any appeal process, including an evidentiary hearing. Where legally appropriate, and upon approval of the Administrator, representation in any judicial proceeding to enforce, implement or support any favorable administrative decision;
 - c. Advice, consultation and limited representation on any civil claim, suit or other action where the member is named as a defendant in any incident arising from the course and scope of the member's job as teacher or educator in a California publicly funded school. Limited representation may include advice, consultation, phone conferences, correspondence, and document

review to obtain defense coverage for any member from his or her employer and/or the employer's insurance carriers, but does not include representation in the civil claim, suit or other action itself;

- d. Advice, consultation, and limited representation regarding any criminal investigation or criminal prosecution initiated against any member arising from any matter within the course and scope of his or her job as a teacher or educator in a California publicly funded school. Limited representation may include advice, consultation, phone conferences, correspondence, and other preliminary advice, but does not include representation in the criminal prosecution itself;
- e. Advice, consultation and representation during the course of any investigation by the Commission on Teacher Credentialing, including during any interview, interrogation, or fact-finding procedure. Note: Until a member's claim has been formally submitted and acknowledged by Teacher Guardian and a Panel Attorney assigned to the case, the member is solely responsible for any deadlines associated with investigation or appeal. This representation may include and administrative hearing before an administrative law judge or before the full Commission on Teacher Credentialing. Where legally appropriate, and upon approval of the Administrator, representation in any judicial proceeding to enforce, implement or support any favorable administrative decision;
- f. Advice and consultation regarding any matter that may affect a member's employment as a teacher or educator in a California publicly funded school, including, but not limited to, general personnel matters, performance evaluations, and potential violations of the employer's workplace policies or the collective bargaining agreement to which the member is employed under, if any;
- g. Legal representation shall also include the payment of costs, at the discretion and the professional judgment of the Administrator as described in Section 2 of this Article.

2. **Costs**

Members shall not be charged any costs (other than the membership fees) for representation provided by Teacher Guardian. Benefits for a member for whom benefits have been extended by Teacher Guardian shall include the payment of costs that may include, but are not limited to, travel costs, investigation costs, expert witness costs, transcript costs and other costs. Any expenditure for costs, shall be made in the sole discretion and based upon the professional judgment of the Administrator.

ARTICLE IV
Exclusions and Limitations

In addition to the exclusions and limitations set forth elsewhere in this Plan Contract, the benefits under the Plan Contract shall be subject to the following exclusions and limitations:

1. Events occurring outside of California

Any event occurring outside the borders of the State of California shall be specifically excluded from benefits under the Plan Contract.

2. **Events occurring prior to membership.**

Any event occurring prior to the time period an eligible member is entitled to benefits, as described in Article II of this Plan, shall be excluded from benefits under the Plan Contract if the member had knowledge that such an event was the subject of an investigation by the member's employer, any agents of the employer, or a law enforcement agency. However, the Administrator may use their discretion and grant coverage.

3. **Appeals Following Verdict or Judgment**

A Member shall not be entitled to any benefits following Entry of a Judgment or a verdict following a civil or criminal trial. Said exclusion includes any form of appeal of the herein described judicial proceeding.

4. **Other Legal Matters**

Benefits under the Plan are extended for the purposes as described in Article III of the Plan. No benefit shall be provided under the Plan for any other type of legal matter not specifically described herein including, but not limited to any and all civil matters, employment matters such as harassment or discrimination, workers' compensation, personal injury, social security, unemployment, retirement matters and any other type of legal matter. Nothing in this section shall prevent a member from raising any legal issues with Teacher Guardian for the purposes of seeking general advice, referrals to specialists, or other resources to assist the member.

**ARTICLE V
Request for Services**

1. **Member's Duty to Notify Administrator of Request for Services**

A member shall be obligated to notify the Administrator if Member has a request for services before Member may receive any benefits under the Plan. Notification to any other party including any Panel Attorney other than the Administrator is ineffective to obtain entitlement to benefits. Failure to notify the Administrator of a need for services may relieve Teacher Guardian of any obligation to provide benefits.

Member should call the Administrator with any matter (actual or potential) as soon as they become aware.

2. **Telephone Notification**

A member shall accomplish notification of the Administrator as described above by calling the Administrator at **1 (844) 415-1500**.

3. Acceptance or Denial of Request for Services by Administrator

The Administrator shall consider each request for services and determine whether to grant or deny coverage under the Plan Contract. If coverage is granted, the member shall be referred to a Panel Attorney in the discretion of Administrator. If the request for services is denied, the member shall have the right to appeal pursuant to the procedures described in Section 6 of this Article V.

4. Referral by Administrator to Panel Attorney

The Administrator shall refer representation of a member who is entitled to benefits to a Panel Attorney. In making such referral, the Administrator shall select a Panel Attorney from a group of designated panel attorneys in California. The Administrator shall have sole discretion to select a Panel Attorney for a member.

5. Dissatisfaction or Non-Cooperation with Panel Attorneys

If a member unreasonably refuses representation by a Panel Attorney selected to represent member or fails or refuses to accept the advice of the Administrator or a Panel Attorney, Teacher Guardian shall be free from further obligation to such member to provide benefits. Such member shall be free to employ alternative counsel at member's own expense to represent member.

6. Appeal Procedures

a. Denial

If a request for services made by a member is wholly or actually denied, the Administrator shall give written notification of such denial to the member. The notification shall include specific reasons for such denial and a specific reference to the Plan Contract Section upon which the denial is based.

b. Request for Arbitration Hearing

Any member whose request for services has been denied may appeal to an arbitrator to conduct a hearing in the matter, provided that member requests a hearing in writing within fifteen (15) calendar days after being notified of the denial. Said appeal must include a description as to why the member believes the reasons for the denial are inapplicable or invalid.

c. Selection of Arbitrator and Conduct of Hearing

The arbitrator shall be selected from a list of five (5) arbitrators specifically maintained by the Administrator to resolve such disputes. The member shall select an arbitrator and notify the Administrator of member's selection. The Administrator shall then contact the Arbitrator and schedule a hearing within thirty (30) days of said selection.

The arbitration hearing shall be abbreviated in nature and the formal rules of evidence shall not apply. The arbitrator, in his or her discretion may or may not take formal witness testimony. The member shall be entitled to present his or her position and any evidence in support thereof at the hearing. The member may be represented at the hearing by an attorney of his or her choosing at the member's expense. Within thirty (30) days of the hearing, the arbitrator shall issue a written decision affirming, modifying, or setting aside the Administrator's decision. The arbitrator shall have no authority to award a member damages, attorney's fees, costs, nor shall the arbitrator have authority to alter or amend the Plan Contract in any way. The sole issue for the arbitrator to decide shall be whether the member is entitled to benefits under the Plan Contract. In the event the arbitrator overturns the Administrator's decision of a denial of benefits, the Administrator shall thereafter refer the member to a Panel Attorney as described in the Plan Contract. The arbitrator's decision shall be final and binding and shall not be subject to any form of appeal, Writ, Motion or request to set aside the arbitrator's decision.

**ARTICLE VI
Miscellaneous**

1. Limitation of Rights

Neither the establishment of Teacher Guardian or the Plan Contract, nor any modification thereof, nor any creation of any fund or account, nor the payment of any benefits shall be construed as giving any member or other person or legal entity any legal right of action or recourse against Teacher Guardian or its employees or agents.

2. Applicable Laws

The laws of the State of California shall control any and all disputes under the Plan Contract.

3. Confidentiality

A provider of services to a member pursuant to the Plan Contract shall not divulge to third parties matters which a Member revealed to Panel Attorney in confidence.

A Panel Attorney shall, however, be entitled to provide information to the Administrator and other agents and employees of Teacher Guardian concerning the member's case. Teacher Guardian shall not reveal to any third party matters or information it receives in confidence from a member in the course of member's application for benefits or receipt of benefits under the Plan Contract.

4. **Independent Contractors**

All Panel Attorneys are independent contractors and are not agents of Teacher Guardian.

5. **Arbitration of Disputes**

Any and all disputes arising under the Plan Contract or any other dispute between a member and Teacher Guardian or its agents or employees shall be resolved through mandatory binding arbitration. By registering and paying fees, any member hereby agrees to mandatory binding arbitration for any future disputes with Teacher Guardian, its agents, or employees. A member's consent to mandatory binding arbitration of any future dispute between the member and Teacher Guardian or its agents or employees is a pre-condition of acceptance of any person's registration for membership.

**ARTICLE VII
Amendment and Termination**

In order that Teacher Guardian can carry out its obligation to maintain, within the limits of its resources, a program dedicated to provide maximum benefits to qualified Members, Teacher Guardian expressly reserves the right, in its sole discretion, at any time and from time to time to:

1. Amend or terminate any benefit, even though such amendment or termination affects cases already accepted by the Administrator, provided that the responsibility of Teacher Guardian to pay for approved services previously rendered shall not be affected;
2. To increase or decrease the membership fees or alter the method of payment;
3. To amend or rescind any other provision of this Plan Contract.