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<td>12th Grade ELA/General English</td>
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<tr>
<td>Capetta, Alyssa</td>
<td>Krista Fischetti</td>
<td>4th Floor</td>
<td>8/1/2019</td>
<td>Special Education</td>
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<tr>
<td>Murray, Alicia</td>
<td>Alan-Michael Wisniewski</td>
<td>4th Floor</td>
<td>7/30/2019</td>
<td>2nd Math/3rd Grade ELA Teacher</td>
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</table>
PA Distance Learning Charter School

New Staff Induction Handbook for Inductees
Welcome to PA Distance Learning!

We are very excited to have you as a part of our team!

The PA Distance Learning new staff induction program is designed to provide all new teachers and staff with support and resources to help them with their professional development and growth as educators during the first year and beyond working with PA Distance. New teacher and staff inductees are matched with a mentor who will meet with the inductee on a regular basis throughout the year.

Goals of the PA Distance Learning Teacher Induction Program:

- To familiarize the inductee with the PA Distance Learning policies and practices and to integrate them into our school community
- To support the development of the inductee's professional knowledge and skills
- To assess the needs of the inductee and provide resources and support
- To provide continued assistance to the inductee when challenges occur
- To cultivate a professional attitude toward teaching and learning
- To demonstrate the effectiveness of working with colleagues, students, and parents in our environment

Role of the Inductee:

- To be an active participant in learning activities that help carry out the mission and vision of PA Distance Learning
- To work cooperatively with the mentor teacher(s)
- To meet with and accept feedback from the mentor teacher(s)
● To implement suggestions and recommendations provided through the induction program and by mentor teacher(s)
● To communicate needs to the mentor teacher and/or induction lead
● To observe the mentor teacher and other staff members
● To promote professionalism and participate in professional development opportunities

**Inductee Responsibilities**

The inductee will be responsible for:

● Completion of the Inductee Checklist through the induction program
● Participation in formal and informal meetings with mentor and Curriculum and Instruction Coach
● Completion of activities assigned by the mentor teacher and/or Curriculum and Instruction Coach
● Maintaining open communication and confidentiality with mentor teacher and/or Curriculum and Instruction Coach
● Communicating needs to the mentor teacher and/or Curriculum and Instruction Coach
● Completion of the New Staff Training Course modules
PA Distance Learning Induction Checklist

Inductee Name and Role ____________________________________________

Hire Date _______________________________________________________

Mentor Name ____________________________________________________

Mentee Supervisor ______________________________________________

Anticipated Induction Completion Date ______________________________

The following are mandatory annual training modules that must be completed by: ____________________

<table>
<thead>
<tr>
<th>Annual Trainings</th>
</tr>
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<tbody>
<tr>
<td><strong>Training Name</strong></td>
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<tr>
<td>----------------------------</td>
</tr>
<tr>
<td>Mandated Reporter</td>
</tr>
<tr>
<td><em>Every 5 years</em></td>
</tr>
<tr>
<td>Blood Borne Pathogens and Infectious Diseases</td>
</tr>
<tr>
<td>McKinney Vento Act</td>
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<tr>
<td>Special Education</td>
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<tr>
<td>Confidentiality</td>
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<tr>
<td>Student Assistance</td>
</tr>
<tr>
<td>Program (SAP)</td>
</tr>
<tr>
<td>ELL Training</td>
</tr>
<tr>
<td>Suicide Prevention Training - *every 3 years</td>
</tr>
<tr>
<td>Student Learning Objectives (teachers)</td>
</tr>
<tr>
<td>Professional Ethics and Educator Discipline Act (SAS Portal) *every 5 years</td>
</tr>
<tr>
<td>CPR Certification</td>
</tr>
</tbody>
</table>

**New Hire Meetings**

<table>
<thead>
<tr>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources</td>
<td>HR Onboarding</td>
<td>Meeting</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Mentor Meeting</td>
<td>Mentor Introduction</td>
<td>Meeting</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Office Tour</td>
<td>Work Station Location, Time Clock, Restroom, Parking, Student Services, Admin Offices...etc.</td>
<td>Meeting</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Staff Introductions</td>
<td>Admin, Teachers, Student Services, Technical Support, Guidance, Instructional Coaches, Attendance..etc</td>
<td>Meeting</td>
<td>All</td>
<td></td>
</tr>
</tbody>
</table>

### New Hire Mentor/Mentee Trainings

<table>
<thead>
<tr>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copyright Violations</td>
<td>Training</td>
<td>All</td>
<td></td>
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<tr>
<td>SLO</td>
<td>Training</td>
<td>Teachers</td>
<td></td>
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<tr>
<td>G Suite</td>
<td>Training</td>
<td>All</td>
<td></td>
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<tr>
<td>Confidentiality</td>
<td>Training</td>
<td>All</td>
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<tr>
<td>RtII</td>
<td>Training</td>
<td>Teachers and Counselors</td>
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<tr>
<td>SWPBIP</td>
<td>Training</td>
<td>All</td>
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<tr>
<td>Progress Monitoring/IE P Roster</td>
<td>Training</td>
<td>Teachers</td>
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<tr>
<td>IEP Writer</td>
<td>Online</td>
<td>Training</td>
<td>Teachers and Counselors</td>
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</tr>
<tr>
<td>Student Data</td>
<td>Emetrics, PVAAS, Scantron, Classroom Assessments</td>
<td>Training</td>
<td>Teachers</td>
<td></td>
</tr>
</tbody>
</table>

### Course Management Tools

<table>
<thead>
<tr>
<th>Course Delivery Systems</th>
<th>Google Classroom/LMS</th>
<th>Training</th>
<th>Teachers and Counselors</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Live Learning</td>
<td>*See below</td>
<td>Training</td>
<td>Teachers and Counselors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Information System (SIS)</td>
<td>Gradebook Functions and Contact Log</td>
<td>Training</td>
<td>All</td>
<td></td>
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</tr>
<tr>
<td>Acellus</td>
<td>Acellus Course Training</td>
<td>Training</td>
<td>Teachers and Counselors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Course Resources and Materials</td>
<td>Hard Copy Materials, Online Materials, Online Resources (Example: Nearpod)</td>
<td>Training</td>
<td>Teachers</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- **Live Learning Training should include:** Classroom creation, adding moderators, adding content via media library, classroom views (conference, presentation, and discussion), recording classes, communication tools (audio, video, chat, polling), participant permissions, whiteboard, lobby, screen share, breakout rooms, classroom management..etc.

### Other Trainings/Items for Review

<table>
<thead>
<tr>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Testing and Travel</td>
<td>Procedures, responsibilities, forms, expenses</td>
<td>Training</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Field Trips/Conferences</td>
<td>Procedures, responsibilities, forms, expenses</td>
<td>Training</td>
<td>All</td>
<td></td>
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<tr>
<td>Course Standards</td>
<td>Review course standards</td>
<td>Training</td>
<td>Teachers</td>
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</tr>
<tr>
<td>BYOC/Standards</td>
<td>Build Your Own Curriculum - Print/Save Course Map and Procedures for Changes</td>
<td>Training</td>
<td>Teachers</td>
<td></td>
</tr>
<tr>
<td>Office Etiquette</td>
<td>Dress code, respecting space, volume</td>
<td>Discussion</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Binder Review</td>
<td>Thorough review of binder documents</td>
<td>Discussion</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Evaluation Meeting Procedures</td>
<td>Review rubric/meet with supervisor, Level I and Level II</td>
<td>Discussion</td>
<td>All</td>
<td></td>
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<tr>
<td>Requirements</td>
<td>RTO</td>
<td>Policies and Procedures</td>
<td>All</td>
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<tr>
<td>Mentee Observations</td>
<td>Two Live Learning Peer Classroom Observations</td>
<td>Observation Teachers</td>
<td>1.</td>
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<tr>
<td>Mentor Observations</td>
<td>Mentor Observations of Mente</td>
<td>Observation Teachers</td>
<td>2.</td>
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</tr>
<tr>
<td>End of Quarter/End of Year Procedures</td>
<td>Review the processes at the end of each quarter/year</td>
<td>Training</td>
<td>All</td>
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</table>

*Special Education Teachers Only*

<table>
<thead>
<tr>
<th>Special Education</th>
<th>Training</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
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<tr>
<td>PATTAN Trainings</td>
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<tr>
<td>OVR Training</td>
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<tr>
<td>Special Education - New Regulations</td>
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<tr>
<td>Using IEP Writer for Regular Ed</td>
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<tr>
<td>Using IEP Writer for Special Ed</td>
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<tr>
<td>Using Read Write</td>
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<tr>
<td>How to Structure a Resource Room</td>
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<td>ESY</td>
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<td>IEP / Paperwork Process</td>
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<td>How to Align Transition in an IEP</td>
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<td>How to Complete Quarterly Progress Monitoring Reports</td>
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<td>How to set up an IEP Meeting</td>
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<td>How to Run an IEP Meeting</td>
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<td>How to Write a Good IEP</td>
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<td>Parent Training Sessions</td>
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<td>Requesting Related Services</td>
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<td>Requesting Testing</td>
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<tr>
<td>Setting up Progress Monitoring</td>
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**New Staff Training Modules Completion (Schoology)**

<table>
<thead>
<tr>
<th>Module</th>
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<tr>
<td>September</td>
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<td>October</td>
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<td>November</td>
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<tr>
<td>December</td>
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<td>April</td>
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<td>May</td>
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**Mentor/Mentee Formal Meetings Weekly (September-January)**

<table>
<thead>
<tr>
<th>September Formal Meetings</th>
<th>1. Date:</th>
<th>2. Date:</th>
<th>3. Date:</th>
<th>4. Date:</th>
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<thead>
<tr>
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<th>1. Date:</th>
<th>2. Date:</th>
<th>3. Date:</th>
<th>4. Date:</th>
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<tbody>
<tr>
<td>November Formal Meetings</td>
<td>1. Date:</td>
<td>2. Date:</td>
<td>3. Date:</td>
<td>4. Date:</td>
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<tr>
<td>December Formal Meetings</td>
<td>1. Date:</td>
<td>2. Date:</td>
<td>3. Date:</td>
<td>4. Date:</td>
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<tr>
<td>January Formal Meetings</td>
<td>1. Date:</td>
<td>2. Date:</td>
<td>3. Date:</td>
<td>4. Date:</td>
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</table>

**Mentor/Mentee Formal Meetings Bi-Weekly (February-May)**

<table>
<thead>
<tr>
<th>February Formal Meetings</th>
<th>1. Date:</th>
<th>2. Date:</th>
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</thead>
<tbody>
<tr>
<td>March Formal Meetings</td>
<td>1. Date:</td>
<td>2. Date:</td>
</tr>
<tr>
<td>April Formal Meetings</td>
<td>1. Date:</td>
<td>2. Date:</td>
</tr>
<tr>
<td>May Formal Meetings</td>
<td>1.</td>
<td>2.</td>
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<tr>
<td>Date:</td>
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</tbody>
</table>
Certification of Completion

I certify that I have completed the PA Distance Learning Charter School’s Induction Program.

Inductee Signature ___________________________ Date: ________________

________________________________________________________________________

The following staff member, ____________________, has completed the PA Distance Learning Charter School’s Induction Program.

Mentor Signature ___________________________ Date: ________________

Supervisor Signature _________________________ Date: ________________

Induction Letter Completion ________________
Initials and Date

Act 48 Credits Issued ________________
Initials and Date

Rev 7/10/2019
August (Module I) - Welcome to PA Distance!

*Phase I, Start Phase II, Back to School Training, Mandatory Trainings, Course Set Up and Lesson Expectations

September (Module II) - Special Education (IEP Writer Roster and Snapshots and Progress Monitoring)

*Types of assessments (diagnostic, summative, formative, benchmark) and the assessments we use at PA Distance (Star Data, LinkIt, Scantron, PSSAs) http://exdev.pdesas.org/module/Assessment/questions/search/ (all staff)

IEP and Progress Monitoring, IEP Meeting Etiquette

October (Module III) - Standards and Student Learning Objectives (SLO)
MTSS-RtII Extras: Educator Effectiveness (Rubric and Indicators at PA Distance (at department level/start of school- link SOP)/Level I to II Info (link to PDE training)

Deadline: for 19-20 is Oct 19 (Eduplanet Training, Creation of SLO for 19-20, and approved by Admin)

EduPlanet Training must be complete, SLO Creation

November (Module IV) - Parent Involvement and Parent Trainings

December (Module V) - Best Practices and Using School Resources (Circle Back)/Data Collection for ESY *Visit in November too

January (Module VI) - Teaching Diverse Learners and Student Data/Data Collection for ESY

- ELL Training (revisit from BTST)
- Anti Bias Training
- Culturally Responsive Teaching - Explore the what, why, and how https://www.brown.edu/academics/education-alliance/teaching-diverse-learners/strategies-0/culturally-responsive-teaching-o

February (Module VII) - PSSA/Keystone Testing in the Online Environment
-PSAT training (online training and with Testing Coordinator)

**March (Module VIII)** - Authentic Assessment and Student Motivation in Online Environments

**April (Module IX)** - Ed Camp Implementation and Reflection (*come back to/Strategic plan)

**May (Module X)** - End of the Year Wrap Up and Reflection/Summer Tasks
PA Distance Learning Charter School

New Teacher Induction and Mentoring Program
PA Distance Learning Teacher Induction

The PA Distance Learning new teacher induction program is designed to provide all new teachers and staff with support and resources to help them with their professional development and growth as educators during the first year and beyond of teaching with PA Distance. New teacher and staff inductees are matched with a mentor teacher who will meet with the inductee on a regular basis throughout the year.

Goals of the PA Distance Learning Teacher Induction Program:

- To familiarize the inductee with the PA Distance Learning policies and practices and to integrate them into our school community
- To support the development of the inductees professional knowledge and skills
- To assess the needs of the inductee and provide resources and support
- To provide continued assistance to the inductee when challenges occur
- To cultivate a professional attitude toward teaching and learning
- To demonstrate the effectiveness of working with colleagues, students, and parents in our environment

What makes a good mentor?

- Consistently uses a positive, encouraging, and helpful tone
- Shows professionalism in attitude and interactions
- Supports school community
- Leads and supports new teacher by sharing information about best practices
• Displays a positive attitude about the mentee to others
• Demonstrates excellent communication skills and desire to work collaboratively with others
• Takes changes in stride and with a positive attitude
• Demonstrates knowledge of teaching strategies and student engagement and shares this knowledge with mentee

What is my role as a mentor at PA Distance Learning?

• Inductee Checklist to help facilitate growth and development
• Formal and informal meetings with mentee
• Assisting in completion of the New Teacher Induction training modules
• Coaching mentee through lesson planning, live learning expectations, parent involvement and communication, school policies and procedures...etc.

Mentor Meetings with Mentee

• Hold both informal and formal meetings with mentee
• Review and monitor progress towards goals during check ins. Was there follow through? Make appropriate notes on meeting form.
• Assist mentee in planning lessons and locating appropriate instructional resources to be used during instruction
• Help mentee utilize student data to guide instruction
• Support mentee in developing effective classroom management policies and procedures
• Allow mentee time to reflect and answer any questions mentee may have
Mentor Responsibilities Overview 2019-2020

➔ Weekly meetings with Mentor/Mentee (September - January) Please schedule these with mentee *Please submit formal meeting notes to Curriculum and Instruction Coach

➔ Bi-monthly meetings with Mentor/Mentee (February-May) Please schedule these with mentee *Please submit formal meeting notes to Curriculum and Instruction Coach

➔ Completion of Induction Checklist with signatures (Due: Can be submitted one day after 1 year anniversary)

➔ Review new staff binder thoroughly with mentee and address questions

➔ Review Standard Operating Procedures (SOPs), Professional Development Resources, and the Professional Development Resource Center thoroughly with mentee

➔ Monthly meetings with Curriculum and Instruction Coach - these will be scheduled monthly by the Curriculum and Instruction Coach

➔ Encourage and ensure completion of monthly modules in the New Staff Training Course
PA Distance Learning Mentor/Mentee
Formal Meeting Notes

Mentor

Mentee

Date

Topics/Actions Discussed

Mentor Signature ____________________________
Mentee Signature _____________________________
PA Distance Learning Teacher Induction Checklist

Inductee Name and Role ____________________________________________

Hire Date _______________________________________________________

Mentor Name ____________________________________________________

Mentee Supervisor ______________________________________________

Anticipated Induction Completion Date _______________________________

The following are mandatory annual training modules that must be completed by: _______________________

<table>
<thead>
<tr>
<th>Training Name</th>
<th>Required</th>
<th>Date of Completion</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandated Reporter</td>
<td></td>
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<tr>
<td>*Every 5 years</td>
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<td>Blood Borne Pathogens and Infectious Diseases</td>
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<td>Confidentiality</td>
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<td>Training</td>
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<tr>
<td>Student Assistance Program (SAP)</td>
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<tr>
<td>ELL Training</td>
<td>✅</td>
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<tr>
<td>Suicide Prevention Training - *every 3 years</td>
<td>✅</td>
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</tr>
<tr>
<td>Student Learning Objectives (teachers)</td>
<td>✅</td>
<td></td>
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<tr>
<td>Professional Ethics and Educator Discipline Act (SAS Portal) *every 5 years)</td>
<td>✅</td>
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<td>CPR Certification</td>
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</table>

### New Hire Meetings

<table>
<thead>
<tr>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources</td>
<td>HR Onboarding</td>
<td>Meeting</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Mentor Meeting</td>
<td>Mentor Introduction</td>
<td>Meeting</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Office Tour</td>
<td>Work Station Location, Time Clock, Restroom, Parking, Student Services, Admin</td>
<td>Meeting</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Staff Introductions</td>
<td>Type</td>
<td>Who</td>
<td>Date</td>
<td>Mentee Initials</td>
</tr>
<tr>
<td>---------------------</td>
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<td>-----------------</td>
</tr>
<tr>
<td>Admin, Teachers, Student Services, Technical Support, Guidance, Instructional Tech Coaches, Attendance..etc</td>
<td>Meeting</td>
<td>All</td>
<td></td>
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</table>

### New Hire Mentor/Mentee Trainings

<table>
<thead>
<tr>
<th>Copyright Violations</th>
<th>Type</th>
<th>Who</th>
<th>Date</th>
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<th>Mentor Initials</th>
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<tbody>
<tr>
<td>Copyright Violations Training</td>
<td></td>
<td>All</td>
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<table>
<thead>
<tr>
<th>SLO</th>
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<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Learning Objectives Training</td>
<td></td>
<td>Teachers</td>
<td></td>
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<table>
<thead>
<tr>
<th>G Suite</th>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Google Suite Training</td>
<td></td>
<td>All</td>
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<table>
<thead>
<tr>
<th>Confidentiality</th>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
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<tbody>
<tr>
<td>Confidentiality Training</td>
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<td>All</td>
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</table>

<table>
<thead>
<tr>
<th>RtII</th>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response to Instructional Intervention Training</td>
<td></td>
<td>Teachers and Counselors</td>
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<table>
<thead>
<tr>
<th>SWPB</th>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
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</thead>
<tbody>
<tr>
<td>School Wide Positive Behavior Plan</td>
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</table>

<table>
<thead>
<tr>
<th>Progress Monitoring/IEP Roster</th>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
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</thead>
<tbody>
<tr>
<td>Procedures and IEP Roster Sign Off</td>
<td></td>
<td>Teachers</td>
<td></td>
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<tr>
<td>IEP Writer</td>
<td>Online Training</td>
<td>Teachers and Counselors</td>
<td></td>
<td></td>
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<tr>
<td>---------------------</td>
<td>-----------------</td>
<td>-------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Data</td>
<td>Emetrics, PVAAS, Scantron, Classroom Assessments Training</td>
<td>Teachers</td>
<td></td>
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<td></td>
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</tbody>
</table>

**Course Management Tools**

<table>
<thead>
<tr>
<th>Course Delivery Systems</th>
<th>Google Classroom/LMS</th>
<th>Training</th>
<th>Teachers and Counselors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Live Learning</td>
<td><em>See below</em> Training</td>
<td>Teachers and Counselors</td>
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</tr>
<tr>
<td>Student Information System (SIS)</td>
<td>Gradebook Functions and Contact Log Training</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Acellus</td>
<td>Acellus Course Training</td>
<td>Training</td>
<td>Teachers and Counselors</td>
</tr>
<tr>
<td>Course Resources and Materials</td>
<td>Hard Copy Materials, Online Materials, Online Resources (Example: Nearpod) Training</td>
<td>Teachers</td>
<td></td>
</tr>
</tbody>
</table>

*See below* Training
- **Live Learning Training should include:** Classroom creation, adding moderators, adding content via media library, classroom views (conference, presentation, and discussion), recording classes, communication tools (audio, video, chat, polling), participant permissions, whiteboard, lobby, screen share, breakout rooms, classroom management, etc.

### Other Trainings/Items for Review

<table>
<thead>
<tr>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Testing and Travel</td>
<td>Procedures, responsibilities, forms, expenses</td>
<td>Training</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Field Trips/Conferences</td>
<td>Procedures, responsibilities, forms, expenses</td>
<td>Training</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Course Standards</td>
<td>Review course standards</td>
<td>Training</td>
<td>Teachers</td>
<td></td>
</tr>
<tr>
<td>BYOC and Standards</td>
<td>Build Your Own Curriculum - Print/Save Course Map and Procedures for Changes</td>
<td>Training</td>
<td>Teachers</td>
<td></td>
</tr>
<tr>
<td>Office Etiquette</td>
<td>Dress code, respecting space, volume</td>
<td>Discussion</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Binder Review</td>
<td>Thorough review of binder documents</td>
<td>Discussion</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Evaluation Meeting Procedures</td>
<td>Review rubric/ meet with supervisor,</td>
<td>Discussion</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>Level I and Level II Requirements</td>
<td></td>
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</tr>
<tr>
<td>RTO Request for Time Off Policies and Procedures</td>
<td>Training</td>
<td>All</td>
<td></td>
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</tr>
<tr>
<td>Mentee Observations</td>
<td>Two Live Learning Peer Classroom Observations</td>
<td>Observation</td>
<td>Teachers</td>
<td>1. 2.</td>
</tr>
<tr>
<td>Mentor Observations</td>
<td>Mentor Observations of Mentee</td>
<td>Observation</td>
<td>Teachers</td>
<td>1. 2.</td>
</tr>
<tr>
<td>End of Quarter/End of Year Procedures</td>
<td>Review the processes at the end of each quarter/year</td>
<td>Training</td>
<td>All</td>
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</tbody>
</table>

*Special Education Teachers*

<table>
<thead>
<tr>
<th>Special Education</th>
<th>Training</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
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<tbody>
<tr>
<td>PATTAN Trainings</td>
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<tr>
<td>OVR Training</td>
<td></td>
<td></td>
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<tr>
<td>Special Education - New Regulations</td>
<td></td>
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<tr>
<td>Using IEP Writer for Regular Ed</td>
<td></td>
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<tr>
<td>Using IEP Writer for Special Ed</td>
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<tr>
<td>Using Read Write</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>How to Structure a Resource</td>
<td></td>
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<tr>
<td>Room</td>
<td>ESY</td>
<td>IEP / Paperwork Process</td>
<td>How to Align Transition in an IEP</td>
<td>How to Complete Quarterly Progress Monitoring Reports</td>
</tr>
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<td>----------</td>
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</table>

This table outlines various topics related to special education and the IEP process.
### New Staff Training Modules Completion (Schoology)

<table>
<thead>
<tr>
<th>Module</th>
<th>Completion</th>
<th>Initials</th>
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<tbody>
<tr>
<td>September</td>
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<tr>
<td>October</td>
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<tr>
<td>November</td>
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<tr>
<td>December</td>
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<td>January</td>
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<td>February</td>
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<tr>
<td>March</td>
<td></td>
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<tr>
<td>April</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Certification of Completion

I certify that I have completed the PA Distance Learning Charter School’s Induction Program.

Inductee Signature _____________________  Date: ____________

_____________________________________

The following staff member, ________________, has completed the PA Distance Learning Charter School’s Induction Program.

Mentor Signature _____________________ Date: ____________

Supervisor Signature __________________ Date: ____________

_____________________________________

Induction Letter Completion  ______________
  Initials and Date

Act 48 Credits Issued  ______________
  Initials and Date
### Mentor/Mentee Formal Meetings Weekly (September-January)

<table>
<thead>
<tr>
<th>Month</th>
<th>1. Date:</th>
<th>2. Date:</th>
<th>3. Date:</th>
<th>4. Date:</th>
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<tbody>
<tr>
<td>September</td>
<td></td>
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</tr>
<tr>
<td>October</td>
<td>1. Date:</td>
<td>2. Date:</td>
<td>3. Date:</td>
<td>4. Date:</td>
</tr>
<tr>
<td>November</td>
<td>1. Date:</td>
<td>2. Date:</td>
<td>3. Date:</td>
<td>4. Date:</td>
</tr>
<tr>
<td>December</td>
<td>1. Date:</td>
<td>2. Date:</td>
<td>3. Date:</td>
<td>4. Date:</td>
</tr>
<tr>
<td>January</td>
<td>1. Date:</td>
<td>2. Date:</td>
<td>3. Date:</td>
<td>4. Date:</td>
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<tr>
<td>Mentor/Mentee Formal Meetings Bi-Weekly</td>
<td>(February-May)</td>
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<td>----------------------------------------</td>
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<tr>
<td>February Formal Meetings</td>
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<td>1.</td>
<td>2.</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
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<tr>
<td>March Formal Meetings</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
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<tr>
<td>April Formal Meetings</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
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<tr>
<td>May Formal Meetings</td>
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<td>Date:</td>
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<td>1.</td>
<td>2.</td>
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</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
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</tr>
</tbody>
</table>
Inductee Peer Observation Feedback Form

Inductee Name:

Mentor Name:

Date:

Class Observed/Lesson Topic:

**Glow** - What did the teacher do well?

**Grow** - What suggestions and/or best practices can the teacher implement?

The Mentor and Inductee have discussed the lesson.
Mentor Initials __________  Inductee Initials __________  Date _________
PA Distance Learning Charter School
Personalized Learning Plan

Name: Beth Habbyshaw

Education Level: Bachelors

Certification: Level I

Activation Date: Aug 2004

Expiration Date: 99 years

Level II

Hire Date: 8/1/2018

Professional Development Goals

☑ PDLCs Induction Program

☑ To improve IEP writing to meet the best practice guidelines to score 100% compliant on 90% of IEPs reviewed.

☑ To attend at least one professional conference/seminar in regards to transition/339/CEW

☑ Make at least three parent phone contact with all the students on your caseload throughout each semester to ensure parent relationships.

Personalized Learning Plan – Year 2

☐ ________________________________________________________________

☐ ________________________________________________________________

☐ ________________________________________________________________

☐ ________________________________________________________________

☐ ________________________________________________________________
<table>
<thead>
<tr>
<th>Date Completed</th>
<th>Continuing Education Requirement</th>
<th>Credits/ Hours</th>
<th>Course/ Activity Type</th>
<th>Course/ Activity Subject Area</th>
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</thead>
<tbody>
<tr>
<td>04/22/2019</td>
<td>Test Training Homework</td>
<td>2.00 HR</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>03/13/2019</td>
<td>PDE Conference 2019: Enhancing Educational Outcomes for Students</td>
<td>3.00 HR</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>03/12/2019</td>
<td>PDE Conference 2019: Reframing Your Leadership Journey</td>
<td>2.00 HR</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>03/12/2019</td>
<td>PDE Conference 2019: Rethinking Current Practice and Moving from Good to Great</td>
<td>2.00 HR</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>03/11/2019</td>
<td>PDE Conference 2019: Creating Transformative Practices and Cultivating Family Relationships</td>
<td>2.00 HR</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>03/11/2019</td>
<td>PDE Conference 2019: Ensuring All Students Are Prepared for College, Career, and Work</td>
<td>2.00 HR</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>03/07/2019</td>
<td>SPED Department Meeting 02/08/19</td>
<td>1.00 HR</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>03/07/2019</td>
<td>SPED Department Meeting 03/01/2019</td>
<td>1.00 HR</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
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<tr>
<td>03/07/2019</td>
<td>PSSA and Keystone Training</td>
<td>2.00 HR</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>Date</td>
<td>Event Description</td>
<td>Hours</td>
<td>Type</td>
<td>Area</td>
</tr>
<tr>
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<tr>
<td>02/01/2019</td>
<td>ED CAMP (5) - 11/02/18</td>
<td>5.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
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<tr>
<td>02/01/2019</td>
<td>Special Ed Department Meeting 01/18/19</td>
<td>1.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>02/01/2019</td>
<td>SPED Department Meeting 12/07/2018</td>
<td>1.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>01/30/2019</td>
<td>Q2 Observe Me PLC November 2018-January 2019</td>
<td>3.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
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<tr>
<td>01/30/2019</td>
<td>Quarter One PLC Group September/October 2018</td>
<td>3.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>01/25/2019</td>
<td>CEW in the Classroom</td>
<td>2.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>01/09/2019</td>
<td>339/CEW/Transition</td>
<td>2.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>01/09/2019</td>
<td>504 Training</td>
<td>1.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>11/08/2018</td>
<td>Attendance 08/06/18</td>
<td>1.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>11/08/2018</td>
<td>PIMS 08/06/18</td>
<td>1.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
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<tr>
<td>Date</td>
<td>Event Description</td>
<td>Hours</td>
<td>Activity Type</td>
<td>Professional Development</td>
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<td>11/08/2018</td>
<td>Suicide Prevention 08/28/18</td>
<td>3.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>11/08/2018</td>
<td>Professional Ethics and Educator Discipline Act 08/31/18</td>
<td>3.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
</tr>
<tr>
<td>11/08/2018</td>
<td>McKinney Vento 08/23/18</td>
<td>1.00</td>
<td>Act 48 Professional Development Activity</td>
<td>Teaching and Learning Professional Development</td>
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<td>11/07/2018</td>
<td>MTSS-RTII</td>
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<td>Start 360 Initial Training</td>
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<td>SLO Learning How We Create Them and Why</td>
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</table>
PA Distance Learning Induction Checklist

Inductee Name and Role Elizabeth A. Habbyshaw

Hire Date 8/1/2018

Mentor Name Karen Clutter

Mentee Supervisor Jamie Desrochers

Anticipated Induction Completion Date 6/4/2019

The following are mandatory annual training modules that must be completed by:

<table>
<thead>
<tr>
<th>Training Name</th>
<th>Required</th>
<th>Date of Completion</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandated Reporter *Every 5 years</td>
<td>✔️</td>
<td>8/7/2018</td>
<td>H</td>
<td>K</td>
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<tr>
<td>Blood Borne Pathogens and Infectious Diseases</td>
<td>✔️</td>
<td>8/2/2018</td>
<td>H</td>
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<tr>
<td>McKinney Vento Act</td>
<td>✔️</td>
<td>8/2/2018</td>
<td>H</td>
<td>K</td>
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<tr>
<td>Special Education</td>
<td>✔️</td>
<td>8/2/2018</td>
<td>H</td>
<td>K</td>
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<tr>
<td>Confidentiality</td>
<td>✔️</td>
<td>8/10/2018</td>
<td>H</td>
<td>K</td>
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<tr>
<td>Student Assistance Program (SAP)</td>
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<td>8/8/18</td>
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<td>Completed</td>
<td>Date</td>
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<td>Mentor Initials</td>
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<tr>
<td>ELL Training</td>
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<td>8/13/18</td>
<td>TCAH</td>
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<td>Suicide Prevention Training - *every 3 years</td>
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<td>8/2/18</td>
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<td>KC</td>
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<td>Student Learning Objectives (teachers)</td>
<td>✔</td>
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<td>TCAH</td>
<td>KC</td>
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<tr>
<td>Professional Ethics and Educator Discipline Act (SAS Portal) *every 5 years</td>
<td>✔</td>
<td>8/9/18</td>
<td>TCAH</td>
<td>KC</td>
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<td>CPR Certification</td>
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<td>Encouraged</td>
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**New Hire Meetings**

<table>
<thead>
<tr>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources HR Onboarding</td>
<td>Meeting</td>
<td>All</td>
<td>TCAH</td>
<td>KC</td>
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<tr>
<td>Mentor Meeting</td>
<td>Mentor Introduction</td>
<td>All</td>
<td>TCAH</td>
<td>KC</td>
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<tr>
<td>Office Tour</td>
<td>Work Station Location, Time Clock, Restroom, Parking, Student Services, Admin Offices...etc.</td>
<td>All</td>
<td>TCAH</td>
<td>KC</td>
</tr>
<tr>
<td>Staff Introductions</td>
<td>Admin, Teachers,</td>
<td>All</td>
<td>TCAH</td>
<td>KC</td>
</tr>
<tr>
<td>Student Services, Technical Support, Guidance, Instructional Tech Coaches, Attendance..etc</td>
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</tr>
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</table>

### New Hire Mentor/Mentee Trainings

<table>
<thead>
<tr>
<th>Copyright Violations</th>
<th>Type</th>
<th>Who</th>
<th>Date</th>
<th>Mentee Initials</th>
<th>Mentor Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copyright Violations Training</td>
<td>All</td>
<td></td>
<td>8/17/18</td>
<td>JCFD</td>
<td>KC</td>
</tr>
</tbody>
</table>

| SLO                  | Training              | Teachers   | 8/15/18 | JCFD            | KC              |

| G Suite              | Google Suite Training | All        | 9/11/18 | JCFD            | KC              |

| Confidentiality      | Confidentiality Training | All        | 8/17/18 | JCFD            | KC              |

| RtII                 | Response to Instructional Intervention Training | Teachers and Counselors | 8/10/18 | JCFD            | KC              |

| SWPB               | School Wide Positive Behavior Plan | All        | 8/10/18 | JCFD            | KC              |

| Progress Monitoring/IE P Roster | Procedures and IEP Roster Sign Off | Teachers | 9/11/18 | JCFD            | KC              |

| IEP Writer          | Online                 | Teachers and | 9/11/18 | JCFD            | KC              |

| Scantron            | Training               | Teachers    | 8/9/18  | JCFD            | KC              |
| Student Data | Emetrics, PVAAS, Scantron, Classroom Assessments | Training | Counselors | Date | 8/9/18 | 8/9/18 | KC |

**Course Management Tools**

| Course Delivery Systems | Google Classroom/LMS | Training | Teachers and Counselors | Date | 8/27/18 | 8/27/18 | KC |
| Live Learning | *See below | Training | Teachers and Counselors | 8/28/18 | 8/28/18 | KC |
| Gradebook Information System (SIS) | Gradebook Functions and Contact Log | Training | All | 8/27/18 | 8/27/18 | KC |
| Acellus | Acellus Course Training | Training | Teachers and Counselors | 9/20/18 | 9/20/18 | KC |
| Course Resources and Materials | Hard Copy Materials, Online Materials, Online Resources (Example: Nearpod) | Training | Teachers | 9/4/18 | 9/4/18 | KC |

- *Live Learning Training should include:* Classroom creation, adding moderators, adding content via media library, classroom views (conference, presentation, and discussion), recording classes, communication tools (audio,
summary of various training and support items for review, including:

- **Testing and Travel**: Procedures, responsibilities, forms, expenses. 
  - Type: Training 
  - Who: All 
  - Date: 2/13/19 
  - Mentee Initials: EB
  - Mentor Initials: KC

- **Field Trips/Conferences**: Procedures, responsibilities, forms, expenses. 
  - Type: Training 
  - Who: All 
  - Date: 11/30/18 
  - Mentee Initials: EB
  - Mentor Initials: KC

- **Course Standards**: Review course standards. 
  - Type: Training 
  - Who: Teachers 
  - Date: 9/12/18 
  - Mentee Initials: EB
  - Mentor Initials: KC

- **BYOC**: Build Your Own Curriculum - Print/Save Course Map and Procedures for Changes. 
  - Type: Training 
  - Who: Teachers 
  - Date: 

- **Office Etiquette**: Dress code, respecting space, volume. 
  - Type: Discussion 
  - Who: All 
  - Date: 9/2/18 
  - Mentee Initials: EB
  - Mentor Initials: KC

- **Binder Review**: Thorough review of binder documents. 
  - Type: Discussion 
  - Who: All 
  - Date: 9/12/18 
  - Mentee Initials: EB
  - Mentor Initials: KC

- **Evaluation Meeting Procedures**: Review rubric/meet with supervisor, Level I and Level II Requirements. 
  - Type: Discussion 
  - Who: All 
  - Date: 1/9/19 
  - Mentee Initials: EB
  - Mentor Initials: KC

- **TO**: Request for Time Off. 
  - Type: Training 
  - Who: All 
  - Date: 8/7/18 
  - Mentee Initials: EB
  - Mentor Initials: KC
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<tr>
<th>Mentee Observations</th>
<th>Policies and Procedures</th>
<th>Observation</th>
<th>Teachers</th>
<th>Date</th>
<th>Mentee</th>
<th>Mentor</th>
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<tr>
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<td>Observation</td>
<td>Teachers</td>
<td>1.11/13/18 2.4/2/19</td>
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<td>Mentor Observations of Mentee</td>
<td>Observation</td>
<td>Teachers</td>
<td>1.10/11/18 2.2/5/19</td>
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<td>End of Quarter/End of Year Procedures</td>
<td>Review the processes at the end of each quarter/year</td>
<td>Training</td>
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*Special Education Teachers*

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<tr>
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<th>Indicator 13 from PATTAN</th>
<th>Training</th>
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<td>OVR Training</td>
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<td>8/15/18</td>
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<td>Special Education - New Regulations</td>
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<td>8/15/18</td>
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<td>Using IEP Writer for Regular Ed</td>
<td></td>
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<td>Using IEP Writer for Special Ed</td>
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<td>8/15/18</td>
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<td>Using Read Write</td>
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<td>How to Structure a Resource Room</td>
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<td>IEP / Paperwork Process</td>
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<td>8/16/18</td>
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<td>Mentor</td>
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<td>Mentor/Mentee Formal Meetings Weekly (September-January)</td>
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<td>3. LLS</td>
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<td>2. Bill.com</td>
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**Mentor/Mentee Formal Meetings Bi-Weekly**  
**(February-May)**

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<th>Month</th>
<th>Topic 1</th>
<th>Topic 2</th>
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| February Formal     | 1. PADI Grant Questions  
                      | Date: 2/5/19                                 | 2. Ed Camp Planning  
                      | Date: 2/19/19                                 |
| Meetings            |                                              |                                              |
| March Formal        | 1. PSSA Testing Discussion  
                      | Date: 3/12/19                                 | 2. PTC  
                      | Date: 3/26/19                                 |
| Meetings            |                                              |                                              |
| April Formal        | 1. Parent Involvement  
                      | Date: 4/9/19                                  | 2. Field Trips  
                      | Date: 4/19/19                                  |
| Meetings            |                                              |                                              |
| May Formal          | 1. End of Yr. Items Graduation  
                      | Date: 5/1/19                                  | 2. PaPOS and Exit NOREPS  
                      | Date: 5/21/19                                  |
| Meetings            |                                              |                                              |
Certification of Completion

I certify that I have completed the PA Distance Learning Charter School's Induction Program.

Inductee Signature [Signature] Date: 8/19/19

The following staff member, Elizabeth A. Habbyshaw, has completed the PA Distance Learning Charter School's Induction Program.

Mentor Signature [Signature] Date: 8/19/19

Supervisor Signature [Signature] Date: 8/19/19

Induction Letter Completion [Signature] Initials and Date 8/21/19

Act 48 Credits Issued [Signature] Initials and Date

Rev 7/12/2018
August 21, 2019

To Whom It May Concern:

Ms. Elizabeth Habbyshaw, PPID #1506504, has completed the Pennsylvania Department of Education approved Teacher Induction Program at Pennsylvania Distance Learning Charter School. Ms. Habbyshaw started the program upon her hire date of August 1, 2018 and completed the program on August 2, 2019.

Sincerely,

Patricia R. Rossetti
Chief Executive Officer
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Complete the following information for all professional staff members.

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<th>Staff No.</th>
<th>Name of employee</th>
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<th>Areas of Certification Type of Certificate</th>
<th>Grades Teaching or Serving</th>
<th>All Areas of Assignment Subject Areas Teaching or Services Provided</th>
<th>Number of Hours Worked in Assignment</th>
<th>Percentage of Time in Certified Position</th>
<th>Percentage of Time in Areas Not Certified</th>
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<td>1</td>
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<td>55</td>
<td>Marinzel, Gina</td>
<td>Yes</td>
<td>Grades PK-4</td>
<td>K</td>
<td>Kindergarten Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Staff No.</td>
<td>Name of employee (List all names in alphabetical order)</td>
<td>PA Certified</td>
<td>Areas of Certification Type of Certificate</td>
<td>Grades Teaching or Serving</td>
<td>All Areas of Assignment Subject Areas Teaching or Services Provided</td>
<td>Number of Hours Worked in Assignment</td>
<td>Percentage of Time in Certified Position</td>
<td>Percentage of Time in Areas Not Certified</td>
</tr>
<tr>
<td>----------</td>
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<td>-------------------------------------------------------------</td>
<td>---------------------------------</td>
<td>-------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>56</td>
<td>McNeil, Laura</td>
<td>Yes</td>
<td>Nurse (contracted 990 employee)</td>
<td>K-12</td>
<td>School Nurse</td>
<td>20 per month</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>57</td>
<td>Miller, Megan</td>
<td>Yes</td>
<td>K-6 Elementary 7-12 English 7-12 Social Studies</td>
<td>9-12</td>
<td>7-12 English Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>58</td>
<td>Monnich, Amanda</td>
<td>Yes</td>
<td>Elementary K-6 Special Education N-12</td>
<td>9</td>
<td>Special Education Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>59</td>
<td>Mudd, Beth Ann</td>
<td>Yes</td>
<td>Elementary K-6</td>
<td>5</td>
<td>5th Grade Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>60</td>
<td>Mysels, Peter</td>
<td>Yes</td>
<td>7-12 Social Studies PK-12 Inst Technology Specialist</td>
<td>9-12</td>
<td>Secondary Social Studies</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>61</td>
<td>Naugle, Crystal</td>
<td>Yes</td>
<td>K-6 Elementary Education N-12 Special Education; Reading Specialist PK-12</td>
<td>6</td>
<td>6th Grade Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>62</td>
<td>Payne, Brandon</td>
<td>Yes</td>
<td>Elementary &amp; Secondary School Counselor PK-12</td>
<td>K-3</td>
<td>Guidance Counselor</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>63</td>
<td>Perry, Katherine</td>
<td>Yes</td>
<td>K-12 ESL K-6 Elementary PK-8 Special Education PK-12 Autism (Endorsement)</td>
<td>2</td>
<td>2nd Grade Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>64</td>
<td>Petraglia, Marisa</td>
<td>Yes</td>
<td>7-12 Social Studies 7-12 English PK-12 Family Consumer Science</td>
<td>9-12</td>
<td>Secondary Social Studies and Family Consumer Science Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>65</td>
<td>Pickering, Stephanie</td>
<td>Yes</td>
<td>PK-12 Health &amp; Physical Science</td>
<td>1, 2, 6</td>
<td>Physical Education/Health Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>66</td>
<td>Posney, Darla</td>
<td>Yes</td>
<td>Principal K-12 Instruction II - Early Childhood N-3</td>
<td>K-12</td>
<td>Principal</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>67</td>
<td>Protho, Amy</td>
<td>Yes</td>
<td>Principal K-12; Secondary School Counselor; Elementary School Counselor</td>
<td>10, 11</td>
<td>Guidance Counselor</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>68</td>
<td>Rauenzahn, Mandy</td>
<td>Yes</td>
<td>Secondary School Counselor</td>
<td>10, 12</td>
<td>Guidance Counselor</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>69</td>
<td>Reda, Anthony</td>
<td>Yes</td>
<td>K-12 Physical Education/Health</td>
<td>3, 7</td>
<td>Physical Education/Health Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Staff No.</td>
<td>Name of employee (List all names in alphabetical order)</td>
<td>PA Certified</td>
<td>Areas of Certification Type of Certificate</td>
<td>Grades Teaching or Serving</td>
<td>All Areas of Assignment Subject Areas Teaching or Services Provided</td>
<td>Number of Hours Worked in Assignment</td>
<td>Percentage of Time in Certified Position</td>
<td>Percentage of Time in Areas Not Certified</td>
</tr>
<tr>
<td>----------</td>
<td>----------------------------------------------------------</td>
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<td>-------------------------------------------</td>
<td>--------------------------</td>
<td>---------------------------------------------------------------</td>
<td>----------------------------------------</td>
<td>-------------------------------------------</td>
<td>-------------------------------------------</td>
</tr>
<tr>
<td>70</td>
<td>Rossetti, Patricia</td>
<td>Yes</td>
<td>Principal PK-12 Social Studies 7-12 LOE Superintendent PK-12</td>
<td>K-12</td>
<td>Chief Executive Officer</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>71</td>
<td>Rutkowski, Marissa</td>
<td>Yes</td>
<td>Elementary K-6th</td>
<td>3</td>
<td>3rd Grade Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>72</td>
<td>Scotto, Deanna</td>
<td>Yes</td>
<td>Elementary K-6th</td>
<td>5</td>
<td>5th Grade Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>73</td>
<td>Simmons, Sarah</td>
<td>Yes</td>
<td>General Science 7-12</td>
<td>9-12</td>
<td>Secondary Science Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>74</td>
<td>Smialek, Carol</td>
<td>Yes</td>
<td>Social Studies 7-12 English 7-12</td>
<td>9-12</td>
<td>Secondary Social Studies Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>75</td>
<td>Smith, Stephanie</td>
<td>Yes</td>
<td>Health and Physical Education</td>
<td>2, 8</td>
<td>Physical Education/Health Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>76</td>
<td>Sorce, Kelly</td>
<td>Yes</td>
<td>Art K-12</td>
<td>9-12</td>
<td>Art Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>77</td>
<td>Sturm, Kelly</td>
<td>Yes</td>
<td>Chemistry 7-12 Physics 7-12</td>
<td>9-12</td>
<td>Secondary Science Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>78</td>
<td>Swantner, Alyssa</td>
<td>Yes</td>
<td>Elementary PK-4 Special Education N-12</td>
<td>4</td>
<td>Special Education Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>79</td>
<td>Teare, Emily</td>
<td>Yes</td>
<td>Grades PK-4 Special Education PK-8</td>
<td>5-6</td>
<td>Special Education Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>80</td>
<td>Thornton, Amy</td>
<td>Yes</td>
<td>Special Education N-12 Elementary K-6</td>
<td>3</td>
<td>3rd Grade Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>81</td>
<td>Trapani, Kelly</td>
<td>Yes</td>
<td>PK-12 Health and Physical Education</td>
<td>K, 1, 2, 6</td>
<td>Physical Education/Health Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>82</td>
<td>Trudeau, Christine</td>
<td>Yes</td>
<td>Elementary K-6 English 7-12 Mental or Phys Handicapped</td>
<td>7</td>
<td>7-12 English Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>83</td>
<td>Wisniewski, Alan-Michael</td>
<td>Yes</td>
<td>4-6 All Subjects 7-8 Mathematics</td>
<td>6</td>
<td>6th Grade Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Staff No.</td>
<td>Name of employee (List all names in alphabetical order)</td>
<td>PA Certified Yes/No</td>
<td>Areas of Certification Type of Certificate</td>
<td>Grades Teaching or Serving</td>
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<td>Percentage of Time in Areas Not Certified</td>
</tr>
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<td>-------------------------------------</td>
<td>------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>84</td>
<td>Zollner, Casey</td>
<td>Yes</td>
<td>7-12 Mathematics</td>
<td>9-12</td>
<td>Secondary Math Teacher</td>
<td>40 per week</td>
<td>100%</td>
<td>0%</td>
</tr>
</tbody>
</table>

Total Number of Administrators (do not include CEO): 4  
Total Number of Teachers: 78  Counselors: 6  School Nurses: 1  Others __________  
Total Number of Professional Staff: 84

PA Department of Education, 333 Market Street, Harrisburg, PA  17126-0333
Multi-Tiered Staff System of Support at PA Distance Learning

People Version

I need help with... I should go to...

Induction or mentor / mentee needs
Induction Lead

Broken Technology
Technical Support

Materials
Desk or Office Supplies
Materials Coordinator

Computer Equipment
Technical Support

Curriculum
Principals

Non-evaluative feedback about lessons or assignments, instructional technology use, or instructional strategies
Technology Coaches

Evaluation of my job performance

I'm an Administrator
Chief Executive Officer

I'm a K-6 Teacher
K-6 Principal

I'm a 7-12 Teacher
7-12 Principal

I'm a Special Education Teacher
Director of Special Education

I'm a Counselor, HR, or PMS
Chief Executive Officer

I'm an Enrollment, Attendance, or Materials
Director of Technology

I'm a Testing, Records, or Finance
Director of Student Services

Student Issues

Student or parent technology issues
Technical Support

Academic, behavioral, social / emotional issues that a teacher cannot resolve on their own
The Student's Counselor

Still escalated student and parent issues
The Student's Principal

Issues or questions about IEP’s and/or progress on IEP Goals
The Student's Special Ed. Teacher

Student hints to distress, causing barriers to learning
A SAP Team Member

Student in crisis
Follow Crisis Action Plan

Human Resources

Human Resource / SOP Site

Professional Development

Rotational PD, Ed Camp, or online PD modules
Professional Development

Technology Coaches / PD and Tech Site

Your Supervisor

Please visit the SOP Site for detailed procedures organized by department
PA Distance Learning Charter School

Financial Statements

August 2019
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<th>Page(s)</th>
</tr>
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<td>Profit and Loss Budget vs. Actual Report as of August 31, 2019</td>
<td>4 - 8</td>
</tr>
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<td>Accounts Payable Aging Summary as of August 31, 2019</td>
<td>9</td>
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<tr>
<td>Accounts Payable Check Detail August 2019</td>
<td>10 - 12</td>
</tr>
<tr>
<td>Accounts Receivable Summary as of August 31, 2019</td>
<td>13 - 19</td>
</tr>
</tbody>
</table>
September, 2019

Members of the Board of Trustees
PA Distance Learning Charter School

This Summary and Management Report presents information we believe is important to you as members of the school board. We encourage you to review the sections of this report and would be pleased to furnish additional information as requested.

Monthly financials are intended to provide a snapshot of the financials as of a specific point in time. As a result, they are subject to variances due to timing – the most common example is when invoices are received after the financials are prepared. The further into the fiscal year we are, the more these variances normalize.

1. Balance Sheet:

<table>
<thead>
<tr>
<th>Balance Sheet Analysis</th>
<th>June 30, 2019 Un-Audited</th>
<th>July 31, 2019</th>
<th>August 31, 2019</th>
<th>Variance from June 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>2,031,889</td>
<td>1,435,534</td>
<td>1,591,658</td>
<td>(440,231)</td>
</tr>
<tr>
<td>Investments</td>
<td>766,114</td>
<td>766,160</td>
<td>770,608</td>
<td>4,494</td>
</tr>
<tr>
<td>Federal Subsidies Receivable</td>
<td>24,995</td>
<td>16,663</td>
<td>-</td>
<td>(24,995)</td>
</tr>
<tr>
<td>Local Subsidies Receivable</td>
<td>1,374,844</td>
<td>1,638,692</td>
<td>1,653,339</td>
<td>278,495</td>
</tr>
<tr>
<td>Bank Line of Credit</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PNC Credit Card</td>
<td>24,636</td>
<td>19,442</td>
<td>-</td>
<td>(24,636)</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>302,649</td>
<td>145,222</td>
<td>206,998</td>
<td>(95,651)</td>
</tr>
<tr>
<td>Accrued Expenses</td>
<td>387,701</td>
<td>456,635</td>
<td>529,777</td>
<td>142,076</td>
</tr>
<tr>
<td>Local Subsidies Payable</td>
<td>417,562</td>
<td>345,193</td>
<td>517,941</td>
<td>100,379</td>
</tr>
</tbody>
</table>

**Balance Sheet Metrics**

- Current Ratio: 3.9, 4.2, 3.4, (0.5)
- Days Cash on Hand: 57.9, 34.7, 39.7, (18.2)

- Total current assets decreased from $4,427,764 at June 30, 2019 to $4,268,345 at August 31, 2019. This decrease is due to a decrease in Cash offset by an increase in District Receivables.

- Total current liabilities (excluding long-term GASB 68 pension liabilities) at August 31, 2019, at $1,254,716, were $122,168 greater than at June 30, 2019. Local subsidies payable show a balance of $517,941 for refunds due to districts.

- Local Subsidies Receivables has increased approximately $278,495 during the current fiscal year. This increase is a seasonal effect that we expect to reverse as the year progresses.
2. **Budget to Actual for the two months ending August 31, 2019:**

<table>
<thead>
<tr>
<th>Income Statement Analysis</th>
<th>Year to Date Actuals</th>
<th>Year to Date Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Local Revenue</td>
<td>1,973,179</td>
<td>1,985,622</td>
<td>(12,443)</td>
</tr>
<tr>
<td>2. State Revenue</td>
<td>10,294</td>
<td>10,294</td>
<td>-</td>
</tr>
<tr>
<td>3. Federal Revenue</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>4. Other Funding Sources</td>
<td>64,540</td>
<td>64,540</td>
<td>-</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Personnel Costs</td>
<td>1,304,852</td>
<td>1,425,696</td>
<td>(120,843)</td>
</tr>
<tr>
<td>6. Public Relations</td>
<td>100,534</td>
<td>76,083</td>
<td>24,451</td>
</tr>
<tr>
<td>7. Bank Fees</td>
<td>33</td>
<td>483</td>
<td>(450)</td>
</tr>
<tr>
<td>8. Books</td>
<td>8,415</td>
<td>10,000</td>
<td>(1,585)</td>
</tr>
<tr>
<td>9. Consumable Supplies</td>
<td>122,179</td>
<td>123,950</td>
<td>(1,771)</td>
</tr>
<tr>
<td>10. LMS/Inst. Software</td>
<td>290,386</td>
<td>298,683</td>
<td>(8,297)</td>
</tr>
<tr>
<td>11. Contracted Services</td>
<td>579,368</td>
<td>592,743</td>
<td>(13,375)</td>
</tr>
<tr>
<td>12. Copier, Postage, Printing</td>
<td>27,058</td>
<td>25,633</td>
<td>1,424</td>
</tr>
<tr>
<td>13. Equipment</td>
<td>5,334</td>
<td>8,383</td>
<td>(3,049)</td>
</tr>
<tr>
<td>15. Site Costs</td>
<td>100,338</td>
<td>104,626</td>
<td>(4,288)</td>
</tr>
<tr>
<td>16. Student Activities</td>
<td>(427)</td>
<td>-</td>
<td>(427)</td>
</tr>
<tr>
<td><strong>Net Income (Loss)</strong></td>
<td><strong>(212,913)</strong></td>
<td><strong>(318,275)</strong></td>
<td><strong>105,363</strong></td>
</tr>
</tbody>
</table>

- Total revenues for the period, at $2,048,013, was $12,443 less than budgeted.
- Total expenditures for the year, at $2,260,926, was $117,806 less than budgeted.
  - Personnel Costs are $120,843 less than budgeted. This is the result of staffing changes and timing of new hires.
  - Public Relations are $24,451 higher than budgeted. It appears that there are expenses for Media and Paid Internet Search. We need to investigate if these costs need to be reallocated.

3. **Monthly Ratios:**

<table>
<thead>
<tr>
<th>Short-Term Indicators</th>
<th>6/30/2016</th>
<th>6/30/2017</th>
<th>6/30/2018</th>
<th>6/30/2019</th>
<th>Current</th>
<th>Meets Standard</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Margin</td>
<td>9.31%</td>
<td>5.26%</td>
<td>7.99%</td>
<td>6.07%</td>
<td>0.00%</td>
<td>At least 0%</td>
<td>FYE Net Income/Revenue</td>
</tr>
<tr>
<td>Current Ratio</td>
<td>3</td>
<td>3.21</td>
<td>3.05</td>
<td>3.91</td>
<td>3.40</td>
<td>At least 2.0</td>
<td>Current Assets/Current Liabilities</td>
</tr>
<tr>
<td>Cash on Hand</td>
<td>168.1</td>
<td>12.15</td>
<td>97.24</td>
<td>57.86</td>
<td>39.66</td>
<td>At least 60</td>
<td>Cash/Average Daily Cost *</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Long-Term Indicators</th>
<th>6/30/2016</th>
<th>6/30/2017</th>
<th>6/30/2018</th>
<th>6/30/2019</th>
<th>Current</th>
<th>Meets Standard</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Balance</td>
<td>31.32%</td>
<td>27.55%</td>
<td>28.29%</td>
<td>31.76%</td>
<td>26.70%</td>
<td>5-12%</td>
<td>% of FYE Revenue</td>
</tr>
<tr>
<td>Debt Ratio</td>
<td>31.91%</td>
<td>27.07%</td>
<td>28.85%</td>
<td>18.53%</td>
<td>21.06%</td>
<td>At most 85%</td>
<td>Total Liabilities/Total Assets **</td>
</tr>
</tbody>
</table>

* - Cash on Hand does not include investments
** - Total Liabilities and Assets exclude GASB 68 pension items
## ASSETS

### Current Assets

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2019</th>
<th>August 31, 2019</th>
<th>Increase (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>2,031,889</td>
<td>1,591,658</td>
<td>(440,231)</td>
</tr>
<tr>
<td>Investments</td>
<td>766,114</td>
<td>770,608</td>
<td>4,494</td>
</tr>
<tr>
<td>State Subsidies Receivable</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Federal Subsidies Receivable</td>
<td>24,995</td>
<td>-</td>
<td>(24,995)</td>
</tr>
<tr>
<td>Local Subsidies Receivable</td>
<td>1,374,844</td>
<td>1,653,339</td>
<td>278,495</td>
</tr>
<tr>
<td>Other Receivable</td>
<td>2,360</td>
<td>-</td>
<td>(2,360)</td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td>227,562</td>
<td>252,740</td>
<td>25,178</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>4,427,764</td>
<td>4,268,345</td>
<td>(159,419)</td>
</tr>
</tbody>
</table>

### Fixed Assets

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2019</th>
<th>August 31, 2019</th>
<th>Increase (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property &amp; Equipment</td>
<td>1,276,690</td>
<td>1,276,690</td>
<td>-</td>
</tr>
<tr>
<td>Less: Accumulated Depreciation</td>
<td>(631,840)</td>
<td>(631,840)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Net Fixed Assets</strong></td>
<td>644,850</td>
<td>644,850</td>
<td>-</td>
</tr>
</tbody>
</table>

### Other Assets

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2019</th>
<th>August 31, 2019</th>
<th>Increase (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Deposits</td>
<td>10,106</td>
<td>10,106</td>
<td>-</td>
</tr>
<tr>
<td>CD Limited Use</td>
<td>1,029,499</td>
<td>1,033,633</td>
<td>4,134</td>
</tr>
<tr>
<td>Deferred Outflows of Resources</td>
<td>1,674,960</td>
<td>1,674,960</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Other Assets</strong></td>
<td>2,714,565</td>
<td>2,718,699</td>
<td>4,134</td>
</tr>
</tbody>
</table>

**TOTAL ASSETS**

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2019</th>
<th>August 31, 2019</th>
<th>Increase (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>7,787,179</td>
<td>7,631,894</td>
<td>(155,285)</td>
</tr>
</tbody>
</table>

## LIABILITIES & EQUITY

### LIABILITIES

#### Current Liabilities

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2019</th>
<th>August 31, 2019</th>
<th>Increase (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Line of Credit</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PNC Credit Card</td>
<td>24,636</td>
<td>-</td>
<td>(24,636)</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>302,649</td>
<td>206,998</td>
<td>(95,651)</td>
</tr>
<tr>
<td>Accrued Expenses</td>
<td>387,701</td>
<td>529,777</td>
<td>142,076</td>
</tr>
<tr>
<td>Local Subsidies Payable</td>
<td>417,562</td>
<td>517,941</td>
<td>100,379</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>1,132,548</td>
<td>1,254,716</td>
<td>122,168</td>
</tr>
</tbody>
</table>

#### Other Liabilities

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2019</th>
<th>August 31, 2019</th>
<th>Increase (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deferred Inflows of Resources</td>
<td>336,000</td>
<td>336,000</td>
<td>-</td>
</tr>
<tr>
<td>Net pension liability</td>
<td>7,802,000</td>
<td>7,802,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Other Liabilities</strong></td>
<td>8,138,000</td>
<td>8,138,000</td>
<td>-</td>
</tr>
</tbody>
</table>

**TOTAL LIABILITIES**

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2019</th>
<th>August 31, 2019</th>
<th>Increase (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td>9,270,548</td>
<td>9,392,716</td>
<td>122,168</td>
</tr>
</tbody>
</table>

### EQUITY

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2019</th>
<th>August 31, 2019</th>
<th>Increase (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Provided for Pension</td>
<td>(6,463,040)</td>
<td>(6,463,040)</td>
<td>-</td>
</tr>
<tr>
<td>Invested in capital assets, net of related debt</td>
<td>644,850</td>
<td>644,850</td>
<td>-</td>
</tr>
<tr>
<td>Committed Net Assets</td>
<td>3,100,000</td>
<td>3,035,460</td>
<td>(64,540)</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>1,234,821</td>
<td>1,021,908</td>
<td>(212,913)</td>
</tr>
<tr>
<td><strong>TOTAL EQUITY</strong></td>
<td>(1,483,369)</td>
<td>(1,760,822)</td>
<td>(277,453)</td>
</tr>
</tbody>
</table>

**TOTAL LIABILITIES & EQUITY**

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2019</th>
<th>August 31, 2019</th>
<th>Increase (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL LIABILITIES &amp; EQUITY</strong></td>
<td>7,787,179</td>
<td>7,631,894</td>
<td>(155,285)</td>
</tr>
</tbody>
</table>

## Balance Sheet Metrics

<table>
<thead>
<tr>
<th>Description</th>
<th>June 30, 2019</th>
<th>August 31, 2019</th>
<th>Increase (decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Ratio</td>
<td>3.9</td>
<td>3.4</td>
<td>(0.5)</td>
</tr>
<tr>
<td>Days Cash on Hand (Does not include investments)</td>
<td>57.9</td>
<td>39.7</td>
<td>(18.2)</td>
</tr>
</tbody>
</table>
## Pennsylvania Distance Learning Charter School
### Profit & Loss Budget vs. Actual

#### August 19 YTD Actuals vs. Year-to-Date Budget vs. YTD Variance $ Over Budget

#### Income

**Local Revenues**

<table>
<thead>
<tr>
<th>Category</th>
<th>YTD Variance</th>
<th>Total 6000 · District Revenues</th>
<th>6500 · Interest</th>
<th>6990 · Miscellaneous</th>
</tr>
</thead>
<tbody>
<tr>
<td>6000 · District Revenues</td>
<td></td>
<td>1,022,843</td>
<td>1,022,843</td>
<td>0</td>
</tr>
<tr>
<td>Regular Education</td>
<td></td>
<td>956,446</td>
<td>956,446</td>
<td>0</td>
</tr>
<tr>
<td>Special Education</td>
<td></td>
<td>-14,032</td>
<td>0</td>
<td>-14,032</td>
</tr>
<tr>
<td>Prior Year Adjustment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 6000 · District Revenues</td>
<td></td>
<td>1,965,257</td>
<td>1,979,289</td>
<td>-14,032</td>
</tr>
<tr>
<td>6500 · Interest</td>
<td></td>
<td>7,717</td>
<td>5,800</td>
<td>1,917</td>
</tr>
<tr>
<td>6990 · Miscellaneous</td>
<td></td>
<td>204</td>
<td>533</td>
<td>-329</td>
</tr>
<tr>
<td>Total Local Revenues</td>
<td></td>
<td>1,973,179</td>
<td>1,985,622</td>
<td>-12,443</td>
</tr>
</tbody>
</table>

**Federal Grant Revenues**

<table>
<thead>
<tr>
<th>Category</th>
<th>YTD Variance</th>
<th>Total Federal Grant Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>851200 · Individuals with Disabilities</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>8000853 · School Intervention</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>8000851 · Title 1</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>8000857 · Title 2</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>8000858 · Title 3</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>8000859 · Title IV</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Total Federal Grant Revenues</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

**State Revenues**

<table>
<thead>
<tr>
<th>Category</th>
<th>YTD Variance</th>
<th>Total State Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>7000733 · Health Services</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>7000752 · PA Smart Grant</td>
<td></td>
<td>10,294</td>
</tr>
<tr>
<td>7000750 · Ready to Learn</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Total State Revenues</td>
<td></td>
<td>10,294</td>
</tr>
</tbody>
</table>

**Other Financing Sources**

<table>
<thead>
<tr>
<th>Category</th>
<th>YTD Variance</th>
<th>Total Other Financing Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>9000 · Fund Balance Released from Rest</td>
<td></td>
<td>64,540</td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td></td>
<td>64,540</td>
</tr>
</tbody>
</table>

**Total Income**

<table>
<thead>
<tr>
<th>Total Income</th>
<th>August 19 YTD Actuals</th>
<th>Year-to-Date Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,048,013</td>
<td>2,060,456</td>
</tr>
</tbody>
</table>

**Gross Profit**

<table>
<thead>
<tr>
<th>Gross Profit</th>
<th>August 19 YTD Actuals</th>
<th>Year-to-Date Budget</th>
<th>YTD Variance $ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,048,013</td>
<td>2,060,456</td>
<td>-12,443</td>
</tr>
</tbody>
</table>

#### Expense

**Personnel Costs**

<table>
<thead>
<tr>
<th>Category</th>
<th>August 19 YTD Actuals</th>
<th>Year-to-Date Budget</th>
<th>YTD Variance $ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2360100 · Administration</td>
<td>116,407</td>
<td>133,386</td>
<td>-16,979</td>
</tr>
<tr>
<td>1100106 · Afterschool - School Intervent</td>
<td>1,238</td>
<td>3,617</td>
<td>-2,379</td>
</tr>
<tr>
<td>1100102 · Curriculum Mapping</td>
<td>1,000</td>
<td>0</td>
<td>1,000</td>
</tr>
<tr>
<td>2380101 · Family Engagement Team</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1100110 · Field Trip Coordinator Stipend</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1100100 · Instructional</td>
<td>418,004</td>
<td>439,752</td>
<td>-21,748</td>
</tr>
<tr>
<td>1100111 · Instructional Leadership Team</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1100101 · Insurance Opt-Out</td>
<td>3,083</td>
<td>3,333</td>
<td>-250</td>
</tr>
<tr>
<td>2300102 · Longevity Bonus</td>
<td>0</td>
<td>3,383</td>
<td>-3,383</td>
</tr>
<tr>
<td>1100112 · PA Smart Grant Stipend</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1100108 · School Intervention</td>
<td>0</td>
<td>9,974</td>
<td>-9,974</td>
</tr>
<tr>
<td>1200100 · Special Education</td>
<td>111,457</td>
<td>128,817</td>
<td>-17,359</td>
</tr>
</tbody>
</table>
## Pennsylvania Distance Learning Charter School
### Profit & Loss Budget vs. Actual

**August 19 YTD**

<table>
<thead>
<tr>
<th>Account</th>
<th>August 19 YTD Actuals</th>
<th>Year-to-Date Budget</th>
<th>YTD Variance $ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2380100 · Support</td>
<td>179,862</td>
<td>184,471</td>
<td>-4,609</td>
</tr>
<tr>
<td>1100107 · Title I</td>
<td>33,931</td>
<td>34,310</td>
<td>-379</td>
</tr>
<tr>
<td><strong>Total Salaries</strong></td>
<td>864,982</td>
<td>941,043</td>
<td>-76,061</td>
</tr>
</tbody>
</table>

### Payroll Taxes

#### SS & Medicare Taxes

<table>
<thead>
<tr>
<th>Account</th>
<th>August 19 YTD Actuals</th>
<th>Year-to-Date Budget</th>
<th>YTD Variance $ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2360220 · Administration</td>
<td>8,931</td>
<td>10,204</td>
<td>-1,273</td>
</tr>
<tr>
<td>1100220 · Instruction</td>
<td>32,149</td>
<td>33,641</td>
<td>-1,492</td>
</tr>
<tr>
<td>1100222 · School Intervention</td>
<td>0</td>
<td>763</td>
<td>-763</td>
</tr>
<tr>
<td>1200220 · Special Education</td>
<td>8,659</td>
<td>9,855</td>
<td>-1,196</td>
</tr>
<tr>
<td>2380220 · Support</td>
<td>13,810</td>
<td>14,112</td>
<td>-302</td>
</tr>
<tr>
<td>1100221 · Title I</td>
<td>2,621</td>
<td>2,625</td>
<td>-3</td>
</tr>
<tr>
<td><strong>Total SS &amp; Medicare Taxes</strong></td>
<td>66,171</td>
<td>71,199</td>
<td>-5,028</td>
</tr>
</tbody>
</table>

#### Unemployment

<table>
<thead>
<tr>
<th>Account</th>
<th>August 19 YTD Actuals</th>
<th>Year-to-Date Budget</th>
<th>YTD Variance $ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2300250 · Administration</td>
<td>693</td>
<td>1,200</td>
<td>-507</td>
</tr>
<tr>
<td>1100250 · Instruction</td>
<td>941</td>
<td>7,067</td>
<td>-6,126</td>
</tr>
<tr>
<td>1100252 · School Intervention</td>
<td>0</td>
<td>133</td>
<td>-133</td>
</tr>
<tr>
<td>1200250 · Special Education</td>
<td>522</td>
<td>2,133</td>
<td>-1,611</td>
</tr>
<tr>
<td>2380250 · Support</td>
<td>0</td>
<td>2,667</td>
<td>-2,667</td>
</tr>
<tr>
<td>1100251 · Title I</td>
<td>0</td>
<td>533</td>
<td>-533</td>
</tr>
<tr>
<td><strong>Total Unemployment</strong></td>
<td>2,156</td>
<td>13,733</td>
<td>-11,578</td>
</tr>
</tbody>
</table>

**Total Payroll Taxes**

<table>
<thead>
<tr>
<th>August 19 YTD Actuals</th>
<th>Year-to-Date Budget</th>
<th>YTD Variance $ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>68,327</td>
<td>84,933</td>
<td>-16,606</td>
</tr>
</tbody>
</table>

### PSERS

<table>
<thead>
<tr>
<th>Account</th>
<th>August 19 YTD Actuals</th>
<th>Year-to-Date Budget</th>
<th>YTD Variance $ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2360230 · Administration</td>
<td>31,470</td>
<td>32,149</td>
<td>-679</td>
</tr>
<tr>
<td>1100230 · Instruction</td>
<td>54,803</td>
<td>55,510</td>
<td>-707</td>
</tr>
<tr>
<td>1100232 · School Intervention</td>
<td>0</td>
<td>3,420</td>
<td>-3,420</td>
</tr>
<tr>
<td>1200230 · Special Education</td>
<td>14,992</td>
<td>12,159</td>
<td>2,833</td>
</tr>
<tr>
<td>2380230 · Support</td>
<td>25,900</td>
<td>22,480</td>
<td>3,420</td>
</tr>
<tr>
<td>1100233 · Title I</td>
<td>8,778</td>
<td>8,907</td>
<td>-130</td>
</tr>
<tr>
<td><strong>Total PSERS</strong></td>
<td>135,943</td>
<td>134,626</td>
<td>1,317</td>
</tr>
</tbody>
</table>

### PenServ

<table>
<thead>
<tr>
<th>Account</th>
<th>August 19 YTD Actuals</th>
<th>Year-to-Date Budget</th>
<th>YTD Variance $ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2360231 · Administration</td>
<td>1,248</td>
<td>1,982</td>
<td>-733</td>
</tr>
<tr>
<td>1100231 · Instruction</td>
<td>13,017</td>
<td>13,893</td>
<td>-876</td>
</tr>
<tr>
<td>1200231 · Special Education</td>
<td>3,474</td>
<td>4,668</td>
<td>-1,194</td>
</tr>
<tr>
<td>2380231 · Support</td>
<td>5,250</td>
<td>5,946</td>
<td>-696</td>
</tr>
<tr>
<td>1100235 · Title I</td>
<td>417</td>
<td>417</td>
<td>-0</td>
</tr>
<tr>
<td><strong>Total PenServ</strong></td>
<td>23,406</td>
<td>26,905</td>
<td>-3,499</td>
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</tbody>
</table>

### Health Insurances

<table>
<thead>
<tr>
<th>Account</th>
<th>August 19 YTD Actuals</th>
<th>Year-to-Date Budget</th>
<th>YTD Variance $ Over Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1100210 · Dental Insurance</td>
<td>13,185</td>
<td>15,003</td>
<td>-1,818</td>
</tr>
<tr>
<td>1100214 · Health Insurance</td>
<td>196,142</td>
<td>223,136</td>
<td>-26,994</td>
</tr>
<tr>
<td>1100216 · Supplemental Insurance</td>
<td>-452</td>
<td>50</td>
<td>-502</td>
</tr>
<tr>
<td><strong>Total 1100210 · Health Insurances</strong></td>
<td>208,875</td>
<td>238,189</td>
<td>-29,314</td>
</tr>
<tr>
<td>1100221 · Prof. Development</td>
<td>3,320</td>
<td>0</td>
<td>3,320</td>
</tr>
<tr>
<td><strong>Total Personnel Costs</strong></td>
<td>1,304,852</td>
<td>1,425,696</td>
<td>-120,843</td>
</tr>
<tr>
<td>Description</td>
<td>August 19 YTD Actuals</td>
<td>Year-to-Date Budget</td>
<td>YTD Variance $ Over Budget</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>2300540 · Public Relations</td>
<td></td>
<td></td>
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### Pennsylvania Distance Learning Charter School

#### Profit & Loss Budget vs. Actual

**August 19 YTD Actuals** | **Year-to-Date Budget** | **YTD Variance $ Over Budget**
--- | --- | ---
**School Intervention**
1100303 · Graduation Recovery | 0 | 0 | 0
1100304 · Parent Involvement | 379 | 500 | -121
**Total School Intervention** | 379 | 500 | -121
1200301 · SPED Contracted Services | 71,759 | 75,000 | -3,241
1100496 · Student Internet | 1,520 | 1,645 | -124
2300301 · Temp Services | 2,936 | 1,000 | 1,936
**Title**
1100308 · Dreambox | 3,000 | 3,600 | -600
1100305 · Edmentum | 16,526 | 14,500 | 2,026
1100306 · IXL | 0 | 0 | 0
1100307 · Northwest | 1,500 | 1,700 | -200
**Total Title** | 21,026 | 19,800 | 1,226
1100580 · Travel
2380580 · Family Coach Travel | 5,228 | 5,000 | 228
2380581 · R&D Travel | 0 | 0 | 0
1100581 · Testing | 0 | 0 | 0
1100580 · Travel - Other | 1,943 | 2,817 | -874
**Total 1100580 · Travel** | 7,171 | 7,817 | -646
**Total Contracted Services** | 579,368 | 592,743 | -13,375
**Copier, Postage, Printing, Ship**
2300491 · Copier | 3,677 | 3,233 | 444
2380551 · Postage | 2,250 | 4,717 | -2,467
2300550 · Printing | 0 | 2,467 | -2,467
2380550 · Shipping | 21,131 | 15,217 | 5,914
**Total Copier, Postage, Printing, Ship** | 27,058 | 25,633 | 1,424
**Equipment**
2600750 · Furniture | 0 | 833 | -833
2300750 · Office Equipment | 590 | 550 | 40
1100750 · Student Computers | 1,724 | 2,000 | -276
1100753 · Student Tablets | 0 | 0 | 0
1100752 · Student Printers | 0 | 0 | 0
1100751 · Technology | 3,021 | 5,000 | -1,979
**Total Equipment** | 5,334 | 8,383 | -3,049
2300520 · Insurance - General Liab, D&O
2380521 · Bond | 637 | 700 | -63
2380522 · D&O | 0 | 2,967 | -2,967
2380523 · General Liability | 1,920 | 2,517 | -597
2380524 · Workers Comp | 10,684 | 4,950 | 5,734
2380525 · Cyber Security Insurance | 0 | 0 | 0
**Total 2300520 · Insurance - General Liab, D&O** | 13,241 | 11,133 | 2,108
**Site Costs**
2600410 · Building Lease | 91,776 | 91,776 | 0

Page 7 of 19
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<td>34,411.91</td>
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<td>Wyoming Valley West SD</td>
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<tr>
<td>Yough SD</td>
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<td><strong>Totals:</strong></td>
<td><strong>1,022,842.95</strong></td>
<td><strong>956,445.74</strong></td>
<td><strong>1,979,288.69</strong></td>
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<td><strong>320,720.25</strong></td>
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<td><strong>973,469.34</strong></td>
<td><strong>1,005,819.35</strong></td>
</tr>
</tbody>
</table>
Date: 01/24/2019

To: Gary Buchanan
   AmWINS Brokerage of New York, Inc. - New York City

Email: Gary.Buchanan@amwins.com

Insured Information: Pennsylvania Distance Learning Charter School
   2100 Corporate Drive, Suite 500
   Wexford, PA 15090

Policy Number: ELL0953675

Policy Term: 02/7/2019 to 02/7/2020

Thank you for the request to bind coverage. This letter serves to confirm coverage has been bound for this insured. Please review each item carefully to be sure our information matches your files.

Coverage: See coverage form PGU ELL 2001 (04/2017) for terms, conditions and limitations

Form: Claims Made

Retro Date: None - Full Prior Acts

Insurer Information: Indian Harbor Insurance Company
   A member of the AXA XL Group of Companies
   Best Rating: A XV
   Surplus Lines Insurer

Filings / Taxes: Broker Handles Filings

Minimum Earned Premium is the GREATER of $1,500 or 25% of annual premium.

This binder is being offered on a surplus lines basis. As the producing broker, it will be your responsibility to comply with regulatory requirements, including arranging for the payment of the applicable state tax and/or stamping fee should a policy be issued.
Insured: Pennsylvania Distance Learning Charter School

### Terms

<table>
<thead>
<tr>
<th>Terms</th>
<th>Limits</th>
<th>Retentions</th>
<th>Premium</th>
</tr>
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<tbody>
<tr>
<td>Educators Legal Liability</td>
<td>$2,000,000</td>
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<td>$13,346.00</td>
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<tr>
<td>Employment Practices Liability</td>
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<td>Policy Aggregate</td>
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<tr>
<td>Defense Reimbursement Payments</td>
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### Features/Enhancements

- Punitive Damages: See Retentions Above
- Personal Injury: See Retentions Above
- Third Party Wrongful Acts: See Retentions Above
- Back Pay / Front Pay: See Retentions Above
- Non-Monetary Relief: See Retentions Above
- Loss of Earnings: See Retentions Above
- Act of School Violence Crisis Management Coverage (Optional): See Retentions Above (SubLimit) $25,000/$50,000

### Premium, Fees and Taxes

- Total Premium: $13,596.00
- Policy Fee: $245.00
- Total Cost: $13,841.00

### Subjectivities

- Please forward these items by 02/7/2019 to avoid notice of cancellation.
- Receipt of fully completed, signed and dated PGU new business application, a copy of which can be found at http://www.pgui.com. Application is due to our office within 10 business days of binding. Quote is subject to change pending our review of responses to all questions on our application.
Insurance effected through:
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

This is to Certify that in accordance with the authorization granted under the Contract (the unique market reference number of which is specified in the Declarations page) to the undersigned by certain Lloyd's Underwriters (whose names and the proportions underwritten by them are shown in this policy) and in consideration of the premium, the said Underwriters are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The subscribing Insurers' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

In Witness whereof this Certificate has been signed by:

[Signature]

Authorised Official

Please examine this Document carefully. If it does not meet your needs, please return it immediately. In all communications the Policy Number appearing in line one of the Declarations page should be quoted.
DECLARATIONS

POLICY NUMBER: ESH021112340
UNIQUE MARKET REFERENCES: B1161LS12018
THE INSURED: Pennsylvania Distance Learning Charter School
ADDRESS: 2100 Corporate Drive, Suite 500
Wexford, PA 15090
US
THE UNDERWRITERS: Underwritten by certain Lloyd’s underwriters
THE INCEPTION DATE: 00:01 Local Standard Time on 07 Feb 2019
THE EXPIRY DATE: 00:01 Local Standard Time on 07 Feb 2020
TOTAL PAYABLE: USD2,650.00

Broken down as follows:

- Premium: USD2,500.00  + Surplus Lines Tax $75.00 + Stamping Fee $20.00
- Policy Administration Fee: USD150.00

BUSINESS OPERATIONS: School
CHOICE OF LAW: Pennsylvania
SERVICE OF SUIT: Mendes & Mount LLP
750 7th Avenue
Suite 1700
New York
NY10019-9399
LEGAL ACTION: Worldwide
TERRITORIAL SCOPE: Worldwide
US CLASSIFICATION: Surplus Lines
REPUTATIONAL HARM PERIOD: 12 months
INDEMNITY PERIOD: 12 months
WAITING PERIOD: 8 hours
RETROACTIVE DATE: Unlimited
OPTIONAL EXTENDED REPORTING PERIOD: 12 months for 100% of applicable annualised premium
APPROVED CLAIMS PANEL PROVIDERS:
- Wilson Elser
- Context Security
- Kivu Consulting
- Crowdstrike
- DOSArrest
- Mullen Coughlin
- Clyde & Co

CYBER INCIDENT MANAGER: CFC Underwriting Limited
CYBER INCIDENT RESPONSE LINE: In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 844-677-4155 or email cyberclaims@cfcunderwriting.com

WORDING: Cyber, Private Enterprise (US) v3.0
ENDORSEMENTS:

Complaints Notice (USA)
U.S. Terrorism Risk Insurance Act of 2002 As Amended Not Purchased Clause
# Limits of Liability and Deductibles

The following Insuring Clauses are subject to an Each and Every Claim Limit

## Insuring Clause 1: Cyber Incident Response

**Section A: Incident Response Costs**

<table>
<thead>
<tr>
<th>Limit of Liability</th>
<th>USD 1,000,000</th>
<th>Each and Every Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>USD 0</td>
<td>Each and Every Claim</td>
</tr>
</tbody>
</table>

**Section B: Legal and Regulatory Costs**

<table>
<thead>
<tr>
<th>Limit of Liability</th>
<th>USD 1,000,000</th>
<th>Each and Every Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>USD 2,500</td>
<td>Each and Every Claim</td>
</tr>
</tbody>
</table>

**Section C: IT Security and Forensic Costs**

<table>
<thead>
<tr>
<th>Limit of Liability</th>
<th>USD 1,000,000</th>
<th>Each and Every Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>USD 2,500</td>
<td>Each and Every Claim</td>
</tr>
</tbody>
</table>

**Section D: Crisis Communication Costs**

<table>
<thead>
<tr>
<th>Limit of Liability</th>
<th>USD 1,000,000</th>
<th>Each and Every Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>USD 2,500</td>
<td>Each and Every Claim</td>
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</table>

**Section E: Privacy Breach Management Costs**

<table>
<thead>
<tr>
<th>Limit of Liability</th>
<th>USD 1,000,000</th>
<th>Each and Every Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>USD 2,500</td>
<td>Each and Every Claim</td>
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</table>

**Section F: Third Party Privacy Breach Management Costs**

<table>
<thead>
<tr>
<th>Limit of Liability</th>
<th>USD 1,000,000</th>
<th>Each and Every Claim</th>
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<tbody>
<tr>
<td>Deductible</td>
<td>USD 2,500</td>
<td>Each and Every Claim</td>
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</table>

**Section G: Post Breach Remediation Costs**

<table>
<thead>
<tr>
<th>Limit of Liability</th>
<th>USD 50,000</th>
<th>Each and Every Claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event</th>
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<tbody>
<tr>
<td>Deductible</td>
<td>USD 0</td>
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## Insuring Clause 2: Cyber Crime

**Section A: Funds Transfer Fraud**

<table>
<thead>
<tr>
<th>Limit of Liability</th>
<th>USD 250,000</th>
<th>Each and Every Claim</th>
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</thead>
<tbody>
<tr>
<td>Deductible</td>
<td>USD 2,500</td>
<td>Each and Every Claim</td>
</tr>
</tbody>
</table>
SECTION B: THEFT OF FUNDS HELD IN ESCROW
Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS
Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim

SECTION D: EXTORTION
Limit of liability: USD1,000,000 each and every claim
Deductible: USD2,500 each and every claim

SECTION E: CORPORATE IDENTITY THEFT
Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim

SECTION F: TELEPHONE HACKING
Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim

SECTION G: PUSH PAYMENT FRAUD
Limit of liability: USD50,000 each and every claim
Deductible: USD2,500 each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES
Limit of liability: USD250,000 each and every claim
Deductible: USD2,500 each and every claim

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION
SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS
Limit of liability: USD1,000,000 each and every claim
Deductible: USD2,500 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE
Limit of liability: USD1,000,000 each and every claim, sub-limited to USD1,000,000 in respect of system failure
Deductible: USD2,500 each and every claim
SECTION C: ADDITIONAL EXTRA EXPENSE
Limit of liability: USD100,000 each and every claim
Deductible: USD2,500 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION
Limit of liability: USD1,000,000 each and every claim, sub-limited to USD1,000,000 in respect of system failure each and every claim
Deductible: USD2,500 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM
Limit of liability: USD1,000,000 each and every claim
Deductible: USD2,500 each and every claim

SECTION F: CLAIM PREPARATION COSTS
Limit of liability: USD25,000 each and every claim
Deductible: USD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS
Limit of liability: USD1,000,000 each and every claim
Deductible: USD2,500 each and every claim

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY
SECTION A: NETWORK SECURITY LIABILITY
Limit of liability: USD1,000,000 each and every claim, including costs and expenses
Deductible: USD2,500 each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY
Limit of liability: USD1,000,000 each and every claim, including costs and expenses
Deductible: USD2,500 each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY
Limit of liability: USD1,000,000 each and every claim, including costs and expenses
Deductible: USD2,500 each and every claim, including costs and expenses
SECTION D: REGULATORY FINES
Limit of liability: USD1,000,000 each and every claim, including costs and expenses
Deductible: USD2,500 each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS
Limit of liability: USD1,000,000 each and every claim, including costs and expenses
Deductible: USD2,500 each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY
SECTION A: DEFAMATION
Limit of liability: USD1,000,000 each and every claim, including costs and expenses
Deductible: USD2,500 each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT
Limit of liability: USD1,000,000 each and every claim, including costs and expenses
Deductible: USD2,500 each and every claim, including costs and expenses

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS
NO COVER GIVEN

INSURING CLAUSE 7: COURT ATTENDANCE COSTS
Aggregate limit of liability: USD100,000 in the aggregate
Deductible: USD0 each and every claim
OUR REGULATORY STATUS

This insurance is underwritten by CFC Underwriting Limited, 85 Gracechurch Street, London, EC3V 0AA, United Kingdom on behalf of Underwriters at Lloyd's. CFC Underwriting Limited and the Lloyd's Managing Agents of the Syndicates on whose behalf we underwrite are authorized and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited’s Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at https://register.fca.org.uk/. Alternatively the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

The Managing Director
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd’s.

The address of the Complaints team at Lloyd’s is:
Complaints
Lloyd’s
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet “Your Complaint - How We Can Help” available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd’s has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from “fixed lines” in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd’s as detailed in the Service of Suit condition on the last page of your policy.
DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, subcontractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured’s details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured’s details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at enquiries@cfcunderwriting.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

http://www.cfcunderwriting.com/privacy
U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

ATTACHING TO POLICY NUMBER: ESH021112340
THE INSURED: Pennsylvania Distance Learning Charter School
WITH EFFECT FROM: 07 Feb 2019

This **CLAUSE** is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.

It is hereby noted that **we** have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and **you** have declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this Policy.

All other terms, **CONDITIONS** and **EXCLUSIONS** of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5219 (Amended)
12 January 2015

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY**
SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST
3426 TORKINGDON WAY, CHARLOTTE, NC 28277

INFORMATION PAGE

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>
<tbody>
<tr>
<td>PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL</td>
<td>HOFFMAN INSURANCE CONSULTANTS LLC</td>
</tr>
<tr>
<td>2100 CORPORATE DR STE 500</td>
<td>2013 INDUSTRIAL DR UNIT 2C</td>
</tr>
<tr>
<td>WEXFORD, PA 15090-7647</td>
<td>BETHLEHEM, PA 18017-2160</td>
</tr>
</tbody>
</table>

INSURED IS: CORPORATION

ITEM 2. POLICY PERIOD
The Policy Period is from JANUARY 1, 2018 to JANUARY 1, 2019
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:

   PA

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 each accident
   Bodily Injury By Disease $500,000 each 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, WI, 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 Total Estimated Annual Remuneration</th>
<th>Rate Per $100 of Remuneration</th>
<th>Estimated Annual Premium</th>
</tr>
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<tbody>
<tr>
<td>EXPENSE CONSTANT</td>
<td>0900</td>
<td>270</td>
<td></td>
<td></td>
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<tr>
<td>TERRORISM</td>
<td>PA 6.040</td>
<td>9740</td>
<td>1,363</td>
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<tr>
<td>CATASTROPHE</td>
<td>PA 8.020</td>
<td>9741</td>
<td>682</td>
<td>566</td>
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<tr>
<td>PA EMPLOYER ASSESSMENT</td>
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</table>

Minimum Premium $359 Total Estimated Cost $22,304

If indicated below, interim adjustments of premium shall be made:
☐ Semi-Annually ☐ Quarterly ☐ Monthly Deposit Premium $22,304

This policy includes these endorsements and schedules: REFER TO WC-52

D/B - 10 - 459665927

Issue Date: DECEMBER 4, 2017 Issuing Office: MID ATLANTIC REGION

Form-64 (07/08) Copyright 1987 National Council on Compensation Insurance.

Authorized Representative

AGENT'S COPY
## 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>
</tr>
</thead>
<tbody>
<tr>
<td>PENNSYLVANIA DISTANCE LEARNING\nPENNSYLVANIA</td>
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</tr>
</tbody>
</table>

### Producer

<table>
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<tr>
<th>Producer</th>
<th>35-00-02622-00000</th>
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</thead>
<tbody>
<tr>
<td>HOFFMAN INSURANCE CONSULTANTS LLC</td>
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<table>
<thead>
<tr>
<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>
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<tbody>
<tr>
<td>LOCATION # 001 \nCOLLEGE OR SCHOOL, NOC (00)</td>
<td>0965</td>
<td>3,407,651</td>
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</tbody>
</table>

**ESTIMATED ANNUAL PREMIUM**
- **PREMIUM FOR INCREASED LIMITS PART TWO 1.10%**
  - Code: (9807)
  - Rate: 304
  - None
  - Annual: None
  - 3 Year: None
- **WAIVER OF SUBROGATION**
  - Code: (9664)
  - Rate: None
  - None
  - Annual: None
  - 3 Year: None
- **PREMIUM SUBJECTED TO EXPERIENCE MODIFICATION**
  - Code: None
  - Rate: None
  - None
  - Annual: None
  - 3 Year: None
- **APPLICABLE EXPERIENCE MODIFICATION**
  - Code: None
  - Rate: None
  - None
  - Annual: None
  - 3 Year: None
- **PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION**
  - Code: (9898)
  - Rate: 23,608
  - 2,361
  - Annual: None
  - 3 Year: None
- **CERTIFIED SAFETY COMMITTEE CREDIT**
  - Code: (9890)
  - Rate: None
  - None
  - Annual: None
  - 3 Year: None
- **CONSTRUCTION CREDIT**
  - Code: (9046)
  - Rate: None
  - None
  - Annual: None
  - 3 Year: None
- **PER CAPITA PREMIUM**
  - Code: (0990)
  - Rate: 21,247
  - 1,764
  - Annual: None
  - 3 Year: None
- **POLICY MINIMUM PREMIUM CHARGE**
  - Code: None
  - Rate: None
  - None
  - Annual: None
  - 3 Year: None
- **TOTAL ESTIMATED STANDARD PREMUM**
  - Code: None
  - Rate: None
  - None
  - Annual: None
  - 3 Year: None
- **PREMIUM SUBTOTAL**
  - Code: None
  - Rate: None
  - None
  - Annual: None
  - 3 Year: None

All Other Terms and Conditions Remain Unchanged.

Issue Date: **DECEMBER 4, 2017**

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>PA</td>
<td>001</td>
<td>001</td>
<td>F2222333333</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NAME OF INSURED
PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL
## SCHEDULE OF LOCATIONS

<table>
<thead>
<tr>
<th>LOCATION NUMBER</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>2100 CORPORATE DR STE 500</td>
</tr>
<tr>
<td></td>
<td>WEXFORD, PA 15090</td>
</tr>
</tbody>
</table>

Policy Effective Date: JANUARY 1, 2018
Schedule Effective Date: JANUARY 1, 2018
**NAME OF COMPANY**  
**SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST**

<table>
<thead>
<tr>
<th>NCCI COMPANY NO.</th>
<th>ATTACHED TO AND FORMING PART OF</th>
<th>ENDORSEMENT EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>20583</td>
<td>WC 9015579</td>
<td>01/01/18</td>
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</table>

<table>
<thead>
<tr>
<th>AGENT NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
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</thead>
<tbody>
<tr>
<td>35-00-02622-00000</td>
<td>01/01/18</td>
<td>01/01/19</td>
</tr>
</tbody>
</table>

**INSURED'S NAME AND ADDRESS**  
PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL  
2100 CORPORATE DR STE 500  
WEXFORD, PA 15090-7647

**PRODUCER'S NAME & ADDRESS**  
HOFFMAN INSURANCE CONSULTANTS LLC  
2019 INDUSTRIAL DR UNIT 2C  
BETHLEHEM, PA 18017-2160

In consideration of additional premium due $1,717  
The total estimated cost is $24,021

The policy is amended as follows:

Premium basis for the following class code(s) have been amended to:  
0965 PA 3680568

See attached schedule

The following workers comp form(s) and endorsement(s) are added:  
FORM 62 08/87 CHANGE ENDORSEMENT  
FORM 63 11/88 SCHEDULE OF OPERATIONS

All Other Terms and Conditions Remain Unchanged.

**ISSUE DATE:** JANUARY 24, 2018  
**PA**  
**AUTHORIZED REPRESENTATIVE**

---

Form-62 (08/87)


**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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PENNSYLVANIA DISTANCE LEARNING</td>
</tr>
<tr>
<td></td>
<td>PENNSYLVANIA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Producer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>HOFFMAN INSURANCE CONSULTANTS LLC</td>
<td>35-00-02622-00000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<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>
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<tbody>
<tr>
<td>LOCATION # 001 COLLEGE OR SCHOOL, MOC (00)</td>
<td>0965</td>
<td>3,680,568</td>
<td>0.81</td>
<td>29,813</td>
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</table>

<table>
<thead>
<tr>
<th>ESTIMATED ANNUAL PREMIUM</th>
<th>29,813</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREMIUM FOR INCREASED LIMITS PART TWO 1.10%</td>
<td>(9807)</td>
</tr>
<tr>
<td>DEDUCTIBLE CREDIT</td>
<td>(9664)</td>
</tr>
<tr>
<td>WAIVER OF SUBROGATION</td>
<td>NONE</td>
</tr>
<tr>
<td>PREMIUM SUBJECTED TO EXPERIENCE MODIFICATION</td>
<td>30,141</td>
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<td>APPLICABLE EXPERIENCE MODIFICATION</td>
<td>.846</td>
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<tr>
<td>PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION</td>
<td>25,499</td>
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<tr>
<td>SCHEDULE MODIFICATION 10.00%</td>
<td>(9887)</td>
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<tr>
<td>CERTIFIED SAFETY COMMITTEE CREDIT</td>
<td>(9890)</td>
</tr>
<tr>
<td>CONSTRUCTION CREDIT</td>
<td>(9046)</td>
</tr>
<tr>
<td>PER CAPITA PREMIUM</td>
<td>NONE</td>
</tr>
<tr>
<td>POLICY MINIMUM PREMIUM CHARGE</td>
<td>NONE</td>
</tr>
<tr>
<td>TOTAL ESTIMATED STANDARD PREMIUM</td>
<td>22,949</td>
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<tr>
<td>PREMIUM DISCOUNT 8.50%</td>
<td>(1,951)</td>
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<tr>
<td>LARGE DEDUCTIBLE CREDIT</td>
<td>NONE</td>
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<tr>
<td>EXPENSE CONSTANT</td>
<td>270</td>
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<tr>
<td>TERRORISM - PA</td>
<td>1,472</td>
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<tr>
<td>CATASTROPHE - PA</td>
<td>736</td>
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<tr>
<td>PENNSYLVANIA EMPLOYER ASSESSMENT 2.32%</td>
<td>545</td>
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<tr>
<td>PREMIUM SUBTOTAL</td>
<td>24,021</td>
</tr>
</tbody>
</table>

All Other Terms and Conditions Remain Unchanged.

Issue Date: JANUARY 24, 2018

Form-63 (11/88)

AGENT'S COPY
# Commercial Policy Information Page

## Named Insured and Address
**Pennsylvania Distance Learning Charter School**  
2100 Corporate Dr Ste 500  
Wexford, PA 15090-7647

## Policy Period
- **From:** January 1, 2019  
- **To:** January 1, 2020  
- 12:01 A.M. Standard Time At Location of Designated Premises.

## Named Insured is:
**Corporation**

## Producer:  
**Hoffman Insurance Consultants LLC**  
**Pennsylvania**

## Schedule of Coverage  
Schedule Effective Date: January 1, 2019

- Commercial Property Coverage  
- Commercial General Liability Coverage  
- Commercial Automobile Coverage  
- Commercial Inland Marine Coverage  
- Commercial Umbrella Coverage  
- Abuse & Molestation  
- Commercial Crime Coverage

## Date Issued:  
March 8, 2019

## Issuing Office:  
Mid Atlantic Region

---

**Insured's Copy**
SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST
3426 TORINGDON WAY, CHARLOTTE, NC 28277

POLICY CHANGES

Named Insured and Address
PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL
2100 CORPORATE DR STE 500
WEXFORD, PA 15090-7647

Policy Period
From: JANUARY 1, 2019
To: JANUARY 1, 2020
Endorsement Effective Date:
JANUARY 1, 2019

Producer
HOFFMAN INSURANCE CONSULTANTS LLC
Producer Number:
00-02622-00000

COVERAGE PART AFFECTED COMMERCIAL COMMON COVERAGE PART

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE ADDED AND ARE EFFECTIVE
WITH THE EFFECTIVE DATE OF THIS CHANGE:
IL7025A 11/89 COMMERCIAL POLICY INFORMATION PAGE
IL7028 03/94 POLICY CHANGES ENDORSEMENT

THE FOLLOWING FORM(S) AND ENDORSEMENT(S) ARE CHANGED AND ARE EFFECTIVE
WITH THE EFFECTIVE DATE OF THIS CHANGE:
IL7036 01/95 SCHEDULE OF LOCATIONS
LOCATION SCHEDULE IS UPDATED

Forms and Endorsements:

REFER TO "COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE"

Endorsement Premium
NIL

D/B - 10
(This premium may be subject to adjustment.)

Date Issued: MARCH 8, 2019
Issuing Office: MID ATLANTIC REGION

INSURED'S COPY
<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>2100 CORPORATE DR STE 500 WEXFORD, PA 15090</td>
<td>1</td>
<td>SCHOOL</td>
</tr>
</tbody>
</table>
## COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

<table>
<thead>
<tr>
<th>Policy Effective Date:</th>
<th>JANUARY 1, 2019</th>
<th>Schedule Effective Date:</th>
<th>JANUARY 1, 2019</th>
</tr>
</thead>
</table>

### THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMON COVERAGE PART:

- **IL 70 25A 1189** COMMERCIAL POLICY INFORMATION PAGE
- **IL 70 28 0394** POLICY CHANGE ENDORSEMENT
- **IL 70 25 1189** COMMERCIAL POLICY COMMON DECLARATION
- **IL 70 36 0195** SCHEDULE OF LOCATIONS
- **IL 70 08 0908** CALCULATION OF PREMIUM
- **IL 00 17 1198** COMMON POLICY CONDITIONS
- **IL 00 21 0908** NUCLEAR ENERGY LIABILITY EXCLUSION
- **IL 89 48 0818** EXCLUSION-LEAD HAZARD
- **IL 89 56 0818** ASBESTOS EXCLUSION

### THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL PROPERTY COVERAGE PART:

- **CP 70 26 0617** COMMERCIAL PROP DEC
- **CP 00 10 1012** BUILDING & PERSONAL PROPERTY COVERAGE FM
- **CP 00 30 1012** BUSINESS INCOME COVERAGE (M/EX EXP)
- **CP 00 42 1012** LEGAL LIABILITY COVERAGE FORM
- **CP 00 90 0788** COMMERCIAL PROPERTY CONDITIONS
- **CP 01 40 0706** EXCL OF LOSS DUE TO VIRUS OR BACTERIA
- **CP 10 30 1012** CAUSES OF LOSS-SPECIAL FORM
- **CP 15 25 1012** BUSINESS INCOME CHANGES EDUCATIONAL INST
- **CP 15 32 0607** CIVIL AUTHORITY CHANGE(S)
- **CP 75 51 0511** SYSTEMS POWER PAC
- **CP 76 13 0515** CRISIS RESPONSE COVERAGE
- **CP 76 23 1011** COMMERCIAL PROP MORTGAGE HOLDERS SCHED
- **CP 76 30 0116** ELITEPAC PROPERTY EXT END
- **CP 76 48 0116** SCHOOLS ELITEPAC PROP EXT END
- **CP 76 49 0116** ELITEPAC SCHEDULE - SCHOOLS
- **CP 76 63 0116** ACCOUNTS RECEIVABLE COVERAGE ENDORSEMENT
- **CP 76 66 0116** COMMUNICATIONS EQUIPMENT COVERAGE END
- **CP 76 67 0116** ELECTRONIC INFORMATION SYSTEMS COVER END
- **CP 76 68 0116** FINE ARTS COVERAGE ENDORSEMENT
- **CP 76 69 0116** INSTALLATION PROPERTY COVERAGE END
- **CP 76 70 0116** MOBILE EQUIPMENT COVERAGE END
- **CP 76 71 0116** PERSONAL EFFECTS COVERAGE END
- **CP 76 72 0116** PROPERTY IN TRANSIT COVERAGE END
- **CP 76 73 0116** SALESPERSONS SAMPLES COVERAGE END
- **CP 76 74 0116** TOOLS AND EQUIPMENT COVERAGE END
- **CP 76 75 0116** VALUABLE PAPERS COVERAGE END
- **IL 00 17 1185** COMMON POLICY CONDITIONS
- **IL 01 66 0907** PENNSYLVANIA CHANGES-ACTUAL CASH VALUE
- **IL 01 67 0907** PENNSYLVANIA CHANGES
- **IL 02 46 0907** PENNSYLVANIA CHANGES-CANC & NONRENL
- **IL 09 10 0702** PENNSYLVANIA NOTICE(H0291 WC370602)
- **IL 09 52 0115** CAP ON LOSS FROM CERT ACTS OF TERRORISM
- **IL 09 85A 0115** DISCL PURSUANT TO TERR RISK INS ACT

### THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART:

- **CG 70 35 0690** COMMERCIAL LIABILITY COVG DECLARATION
- **CG 00 01 0413** COL CVG FORM (OCCURRENCE)
- **CG 04 35 1207** EMPLOYEE BENEFITS LIAB COVERAGE
- **CG 21 06 0514** EXCL ACCESS DISCL CONF PERS INF-W/LIM BI
- **CG 21 47 1207** EMPLOYMENT-RELATED PRACTICES EXCL
- **CG 21 67 1204** FUNGI OR BACTERIA EXCLUSION
- **CG 21 70 0115** CAP ON LOSSES FROM CERT ACTS OF TERROR

### 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.

---

**IL-7035 (08/93)**

**INSURED'S COPY**
# COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

**Policy Effective Date:** JANUARY 1, 2019  
**Schedule Effective Date:** JANUARY 1, 2019

## THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART:

<table>
<thead>
<tr>
<th>Form</th>
<th>Endorsement</th>
</tr>
</thead>
<tbody>
<tr>
<td>CG 22 67 1093</td>
<td>CORPORAL PUNISHMENT</td>
</tr>
<tr>
<td>CG 22 71 0413</td>
<td>COLLEGES OR SCHOOLS (LIMITED FORM)</td>
</tr>
<tr>
<td>CG 25 04 0509</td>
<td>DESIGNATED LOCATION(S) GENERAL AGG LIMIT</td>
</tr>
<tr>
<td>CG 73 00 0119</td>
<td>ELITEPAC GL EXT END</td>
</tr>
<tr>
<td>CG 73 08 0116</td>
<td>SCHOOLS ELITEPAC GL EXT END</td>
</tr>
<tr>
<td>CG 79 35A 0708</td>
<td>PRODUCT RECALL EXPENSE COV ENDT</td>
</tr>
<tr>
<td>CG 79 45 0714</td>
<td>RESULTING DAMAGE TO YOUR WORK</td>
</tr>
<tr>
<td>CG 79 91 1116</td>
<td>GENERAL AGGREGATE LIMIT PER PROJECT</td>
</tr>
<tr>
<td>CG 80 29 0610</td>
<td>ABUSE OR MOLESTATION LIAB COV EXCL</td>
</tr>
<tr>
<td>IL 02 46 0907</td>
<td>PENNSYLVANIA CHANGES-CANC &amp; NONRENL</td>
</tr>
<tr>
<td>IL 09 10 0702</td>
<td>PENNSYLVANIA NOTICE(H0291 WC370602)</td>
</tr>
<tr>
<td>IL 09 85A 0115</td>
<td>DISCL PURSUANT 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>Form</th>
<th>Endorsement</th>
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<tbody>
<tr>
<td>CA 70 57 0292</td>
<td>AUTO DEC -LOSS PAYEE</td>
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<tr>
<td>CA 70 58 0292</td>
<td>BUSINESS AUTO COVERAGE DECLARATION PAGE2</td>
</tr>
<tr>
<td>CA 00 01 1013</td>
<td>BUSINESS AUTO COVERAGE FORM</td>
</tr>
<tr>
<td>CA 01 80 0616</td>
<td>PENNSYLVANIA CHANGES</td>
</tr>
<tr>
<td>CA 04 42 1013</td>
<td>EXCL P&amp;D EMPLOYEES USING AUTO IN GOV BUS</td>
</tr>
<tr>
<td>CA 20 54 1013</td>
<td>EMPLOYEE HIRED AUTOS</td>
</tr>
<tr>
<td>CA 77 74 0706</td>
<td>LIMITED MOBILE EQUIPMENT COVERAGE</td>
</tr>
<tr>
<td>CA 78 09 1117</td>
<td>ELITEPAC COMMERCIAL AUTO EXT END</td>
</tr>
<tr>
<td>CA 78 11 0116</td>
<td>SCHOOLS ELITEPAC AUTO EXT END</td>
</tr>
<tr>
<td>CA 78 20 0116</td>
<td>COMM AUTO ELITEPAC SCH - SCHOOLS</td>
</tr>
<tr>
<td>CA 80 23 0610</td>
<td>ABUSE OR MOLESTATION LIAB COV EXCL</td>
</tr>
<tr>
<td>IL 02 46 0907</td>
<td>PENNSYLVANIA CHANGES-CANC &amp; NONRENL</td>
</tr>
<tr>
<td>IL 09 10 0702</td>
<td>PENNSYLVANIA NOTICE(H0291 WC370602)</td>
</tr>
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</table>

## THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL INLAND MARINE COVERAGE PART:

<table>
<thead>
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<th>Form</th>
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<tbody>
<tr>
<td>CM 70 71 0794</td>
<td>COMMERCIAL INLAND MARINE DECLARATIONS</td>
</tr>
<tr>
<td>CM 71 00 0510</td>
<td>ELECTRONIC INFORMATION SYSTEMS SUPPL DEC</td>
</tr>
<tr>
<td>CM 00 01 0904</td>
<td>COMMERCIAL IM CONDITIONS</td>
</tr>
<tr>
<td>CM 71 01 0510</td>
<td>ELECTRONIC INFO SYC COVERAGE FORM</td>
</tr>
<tr>
<td>CM 72 00 0112</td>
<td>LIBERALIZATION</td>
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<tr>
<td>IL 01 66 0907</td>
<td>PENNSYLVANIA CHANGES-ACTUAL CASH VALUE</td>
</tr>
<tr>
<td>IL 01 72 0907</td>
<td>PENNSYLVANIA CHANGES</td>
</tr>
<tr>
<td>IL 02 46 0907</td>
<td>PENNSYLVANIA CHANGES-CANC &amp; NONRENL</td>
</tr>
<tr>
<td>IL 09 10 0702</td>
<td>PENNSYLVANIA NOTICE(H0291 WC370602)</td>
</tr>
<tr>
<td>IL 09 52 0115</td>
<td>CAP ON LOSS FROM CERT ACTS OF TERRORISM</td>
</tr>
<tr>
<td>IL 09 85A 0115</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>Endorsement</th>
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<tbody>
<tr>
<td>CX 00 03A 1099</td>
<td>COMMERCIAL EXCESS/UMBRELLA DEC</td>
</tr>
<tr>
<td>CXL 4 0403</td>
<td>COMMERCIAL UMBRELLA LIAB COVG</td>
</tr>
<tr>
<td>CXL 17 1099</td>
<td>ASBESTOS EXCLUSION</td>
</tr>
<tr>
<td>CXL 63A 0199</td>
<td>PROPERTY OF OTHERS EXCLUSION</td>
</tr>
<tr>
<td>CXL 67 0199</td>
<td>SCHOOL DISTRICTS-LEGAL LIAB EXCLUSION</td>
</tr>
<tr>
<td>CXL 103 0403</td>
<td>AUTO LIABILITY LIMITATION</td>
</tr>
<tr>
<td>CXL 104A 0403</td>
<td>CORPORAL PUNISHMENT LIMITATION</td>
</tr>
<tr>
<td>CXL 119 0403</td>
<td>WATERCRAFT LIABILITY LIMITATION</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.

IL-7035 (08/93)  
INSURED'S COPY
COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

<table>
<thead>
<tr>
<th>Policy Effective Date: JANUARY 1, 2019</th>
<th>Schedule Effective Date: JANUARY 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL UMBRELLA COVERAGE PART:</td>
<td></td>
</tr>
<tr>
<td>CXL 132 0403 PERSONAL &amp; ADVERTISING INJURY LIAB</td>
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<tr>
<td>CXL 162 0403 PA CHANGES-CANCELLATION &amp; NON-RENEWAL</td>
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<tr>
<td>CXL 167 0199 PENNSYLVANIA NOTICE</td>
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<tr>
<td>CXL 211 0403 EMPLOYEE BENEFITS LIABILITY LIMITATION</td>
<td></td>
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<tr>
<td>CXL 318 0403 EXCLUSION - LEAD HAZARD</td>
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<tr>
<td>CXL 383 0702 FUNGI OR BACTERIA EXCLUSION</td>
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<tr>
<td>CXL 388 0115 CAP ON LOSSES FROM CERT ACTS OF TERR</td>
<td></td>
</tr>
<tr>
<td>CXL 400 0403 NUCLEAR ENERGY LIABILITY EXCLUSION END</td>
<td></td>
</tr>
<tr>
<td>CXL 423 0714 RESULTING DAMAGE TO YOUR WORK</td>
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</tr>
<tr>
<td>CXL 426A 0610 ABUSE OR MOLEST LIAB COV FOLLOW FORM</td>
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</tr>
<tr>
<td>CXL 453 0413 EXCL-EMPLOYMENT PRACTICES LIABILITY</td>
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<tr>
<td>CXL 462 1115 COMMERCIAL UMBRELLA LIABILITY</td>
<td></td>
</tr>
<tr>
<td>IL 09 85A 0115 DISCL PURSUANT TO TERR RISK INS ACT</td>
<td></td>
</tr>
<tr>
<td>THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE ABUSE AND MOLESTATION COVERAGE PART:</td>
<td></td>
</tr>
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<td>AM 00 02 0610 INNOCENT EMPLOYEE VOLUNTEER</td>
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<td>THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL CRIME FIDELITY COVERAGE PART:</td>
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<td>CR 70 26 0292 COMMERCIAL CRIME COVERAGE DECLARATION</td>
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<tr>
<td>CR 00 25 0506 GOVERNMENT CRIME COVERAGE FORM</td>
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<td>CR 02 21 0702 PENNSYLVANIA CHANGES</td>
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<td>CR 79 30 0116 SCHOOLS CRIME ELITEPAC END</td>
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<td>IL 01 66 0907 PENNSYLVANIA CHANGES-ACTUAL CASH VALUE</td>
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<td>IL 01 72 0907 PENNSYLVANIA CHANGES</td>
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<td>IL 02 46 0907 PENNSYLVANIA CHANGES-CANC &amp; NONRENL</td>
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<td>IL 09 10 0702 PENNSYLVANIA NOTICE(H0291 WC370602)</td>
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<tr>
<td>IL 09 35 0702 EXCL OF CERTAIN COMPUTER-RELATED LOSSES</td>
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</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.

IL-7035 (08/93) INSURED'S COPY
SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

COMMERCIAL POLICY COMMON DECLARATION

Named Insured and Address
PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL
2100 CORPORATE DR STE 500
WEXFORD, PA 15090-7647

Policy Period
From: AUGUST 1, 2017
To: AUGUST 1, 2020
12:01 A.M. Standard Time At
Location of Designated Premises.

Producer Number:
00-02622-0000

Named Insured is:
CORPORATION

Producer:
HOFFMAN INSURANCE CONSULTANTS LLC
PENNSYLVANIA

Schedule of Coverage
COMMERCIAL CRIME COVERAGE

In return for payment of the premium, and subject to all 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 declarations.

ANNUAL INSTALLMENT
PAYMENT METHOD
D/B - 1

Total Policy Premium $1,911.00
(This premium may be subject to adjustment.)

Date Issued: JUNE 1, 2017
Issuing Office: MID ATLANTIC REGION

Authorized Representative

INSURED'S COPY
## COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

<table>
<thead>
<tr>
<th>Policy Effective Date: AUGUST 1, 2017</th>
<th>Schedule Effective Date: AUGUST 1, 2017</th>
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</table>

**THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL POLICY COMMON DECLARATION:**

- IL 70 25 1189 COMMERCIAL POLICY COMMON DECLARATION

**THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL CRIME FIDELITY COVERAGE PART:**

- CR 70 26 0292 COMMERCIAL CRIME COVERAGE DECLARATION
- CR 00 27 0506 GOVERNMENT CRIME POLICY
- CR 02 21 0702 PENNSYLVANIA CHANGES
- CR 20 20 0702 CALCULATION OF PREMIUM
- CR 20 21 0300 EXCL OF CERTAIN COMPUTER RELATED LOSSES
- CR 25 08 0300 INCLUDE SPECIFIED NON-COMPENSATED OFFICE
- CR 25 12 0807 INCLUDE TREASURERS OR TAX COLLECTORS AS
- CR 25 19 0506 ADD FAITHFUL PERFORMANCE OF DUTY
- CR 70 36 0116 ERISA INFLATION GUARD ENDORSEMENT
- CR 79 13 0109 COMPUTER FRAUD ADDITIONAL EXCL
- IL 00 17 1198 COMMON POLICY CONDITIONS
- IL 09 10 0702 PENNSYLVANIA NOTICE(H0291 WC370602)

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**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.

IL-7035 (08/93)  

**INSURED’S COPY**
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.
An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Service Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

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**Instruction to Policy Writers**

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.
# COMMERCIAL CRIME COVERAGE DECLARATION

<table>
<thead>
<tr>
<th>Coverage Form</th>
<th>Coverage</th>
<th>Limit</th>
<th>Deductible</th>
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<tbody>
<tr>
<td>COMPUTER FRAUD</td>
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<td>EMPLOYEE THEFT - PER LOSS</td>
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<td>FORGERY OR ALTERATION</td>
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<tr>
<td>FUNDS TRANSFER FRAUD</td>
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Forms and Endorsements:
Refer to "Commercial Policy Forms and Endorsement Schedule"

ANNUAL
Premium Amount
$637.00
(This premium may be subject to adjustment.)

CR-7026 (02/92) INSCRIBED COPY
Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or 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.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.n. or E.1.o., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.l.:

1. Employee Theft — Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Employee Theft — Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

3. Forgery Or Alteration

- We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

4. Inside The Premises — Theft Of Money And Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or

(2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of unlawful entry into those containers.
(1) Whether acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1, or A.2.

d. **Confidential Information**

Loss resulting from:

(1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or

(2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. **Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.

f. **Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this policy including, but not limited to, loss resulting from:

(1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".

(2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this policy.

(3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

g. **Legal Fees, Costs And Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.3.

h. **Nuclear Hazard**

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

i. **Pollution**

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of 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.

j. **War And Military Action**

Loss or damage resulting from:

(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. Insuring Agreements A.1. and A.2. do not cover:

a. **Bonded Employees**

Loss caused by any "employee" required by law to be individually bonded.

b. **Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
4. Insuring Agreement A.7, does not cover:
   a. **Credit Card Transactions**
      Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.
   b. **Funds Transfer Fraud**
      Loss resulting from a “fraudulent instruction” directing a financial institution to transfer, pay or deliver “funds” from your “transfer account”.
   c. **Inventory Shortages**
      Loss, or that part of any loss, the proof which as to its existence or amount is dependent upon:
      (1) An inventory computation; or
      (2) A profit and loss computation.

5. Insuring Agreement A.8, does not cover:
   **COMPUTER FRAUD**
   Loss resulting from the use of any computer to fraudulently cause a transfer of “money”, “securities” or “other property”.

E. **Conditions**

1. **Conditions Applicable To All Insuring Agreements**
   a. **Additional Premises Or Employees**
      If, while this policy is in force, you establish any additional “premises” or hire additional “employees”, such “premises” and “employees” shall automatically be covered under this policy. Notice to us of an increase in the number of “premises” or “employees” need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.
   b. **Cancellation Of Policy**
      (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.
   c. **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.
   d. **Concealment, Misrepresentation Or Fraud**
      This policy is void in any case of fraud by you as it relates to this policy 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 policy;
      (2) The property covered under this policy;
      (3) Your interest in the property covered under this policy; or
      (4) A claim under this policy.
k. Joint Insured

(1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this policy. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

(2) If any Insured or official of that Insured has knowledge of any information relevant to this policy, that knowledge is considered knowledge of every Insured.

(3) An "employee" of any Insured is considered to be an "employee" of every Insured.

(4) If this policy or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

(6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an employee benefit plan, shall fully release us on account of such loss.

l. Legal Action Against Us

You may not bring any legal action against us involving loss:

(1) Unless you have complied with all the terms of this policy;

(2) Until 90 days after you have filed proof of loss with us; and

(3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

m. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this policy.

n. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Policy And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

(a) Partly during the Policy Period shown in the Declarations; and

(b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this policy became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:
POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of $150,000 and a Deductible Amount of $25,000.

The amount of loss sustained under Policy A is $175,000 and under Policy B is $75,000.

The highest single Limit of Insurance applicable to this entire loss is $150,000 written under Policy B. The Policy A Deductible Amount of $10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A ($175,000) is settled first. The amount we will pay is the Policy A Limit of $125,000 because $175,000 loss - $10,000 deductible = $165,000 which is greater than the $125,000 policy limit.

2. The remaining amount of loss sustained under Policy B ($75,000) is settled next. The amount we will pay is $25,000 (i.e., $150,000 Policy B limit - $125,000 paid under Policy A = $25,000).

The most we will pay for this loss is $150,000.

EXAMPLE NO. 3:

The insured sustained a covered loss of $2,000,000 resulting directly from an “occurrence” taking place during the terms of Policies A, B, C and D.

POLICY A

The current policy. Written at a Limit of Insurance of $1,000,000 and a Deductible Amount of $100,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of $750,000 and a Deductible Amount of $75,000.

POLICY C

Issued prior to Policy B. Written at a Limit of Insurance of $500,000 and a Deductible Amount of $50,000.

POLICY D

Issued prior to Policy C. Written at a Limit of Insurance of $500,000 and a Deductible Amount of $50,000.

The amount of loss sustained under Policy A is $350,000, under Policy B is $250,000, under Policy C is $600,000 and under Policy D is $800,000.

The highest single Limit of Insurance applicable to this entire loss is $1,000,000 written under Policy A. The Policy A Deductible Amount of $100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A ($350,000) is settled first. The amount we will pay is $250,000 (i.e., $350,000 loss - $100,000 deductible = $250,000).

2. The amount of loss sustained under Policy B ($250,000) is settled next. The amount we will pay is $250,000 (no deductible is applied).

3. The amount of loss sustained under Policy C ($600,000) is settled next. The amount we will pay is $500,000, the policy limit (no deductible is applied).

4. We will not make any further payment under Policy D as the maximum amount payable under the highest single Limit of Insurance applying to the loss of $1,000,000 under Policy A has been satisfied.

The most we will pay for this loss is $1,000,000.

O. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

(1) If you “discover” loss during the Policy Period shown in the Declarations, resulting directly from an “occurrence” taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this policy, provided:
q. Ownership Of Property; Interests Covered

The property covered under this policy is limited to property:

(1) That you own or lease; or

(2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this policy is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this policy must be presented by you.

r. 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.

s. Records

You must keep records of all property covered under this policy so we can verify the amount of any loss.

t. Recoveries

(1) Any recoveries, whether effected before or after any payment under this policy, whether made by us or you, shall be applied net of the expense of such recovery:

(a) First, to you in satisfaction of your covered loss in excess of the amount paid under this policy;

(b) Second, to us in satisfaction of amounts paid in settlement of your claim;

(c) Third, to you in satisfaction of any Deductible Amount; and

(d) Fourth, to you in satisfaction of any loss not covered under this policy.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) Of original “securities” after duplicates of them have been issued.

u. Territory

This policy covers loss that you sustain resulting directly from an “occurrence” taking place within the United States of America (including its territories and possessions) and Puerto Rico.

v. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

w. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

x. Valuation — Settlement

(1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

(a) Loss of “money” but only up to and including its face value.

(b) Loss of “securities” but only up to and including their value at the close of business on the day the loss was “discovered”. We may, at our option:

(i) Pay the market value of such “securities” or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those “securities”; or
c. Territory

We will pay for loss caused by any “employee” while temporarily outside the territory specified in the Territory Condition E.1.u. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.3.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.3.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an “occurrence” taking place anywhere in the world. Territory Condition E.1.u. does not apply to Insuring Agreement A.3.


a. Armored Motor Vehicle Companies

Under Insuring Agreement A.6., we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to $5,000 for any one “occurrence” of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.7.

a. Special Limit Of Insurance For Specified Property

We will only pay up to $5,000 for any one “occurrence” of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an “occurrence” taking place anywhere in the world. Territory Condition E.1.u. does not apply to Insuring Agreement A.7.

F. Definitions

1. “Banking premises” means the interior of that portion of any building occupied by a banking institution or similar safe depository.

2. “Counterfeit money” means an imitation of “money” that is intended to deceive and to be taken as genuine.

3. “Custodian” means you, or any “employee” while having care and custody of property inside the “premises”, excluding any person while acting as a “watchperson” or janitor.

4. “Discover” or “discovered” means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

“Discover” or “discovered” also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this policy.
b. Travelers checks, register checks and money orders held for sale to the public.

11. "Occurrence" means:
   a. Under Insuring Agreement A.1.:
      (1) An individual act;
      (2) The combined total of all separate acts whether or not related; or
      (3) A series of acts whether or not related;
            committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.n. or E.1.o.
   b. Under Insuring Agreement A.2.:
      (1) An individual act;
      (2) The combined total of all separate acts whether or not related; or
      (3) A series of acts whether or not related;
            committed by each "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.n. or E.1.o.
   c. Under Insuring Agreement A.3.:
      (1) An individual act;
      (2) The combined total of all separate acts whether or not related; or
      (3) A series of acts whether or not related;
            committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition E.1.n. or E.1.o.
   d. Under All Other Insuring Agreements:
      (1) An individual act or event;
      (2) The combined total of all separate acts or events whether or not related; or
      (3) A series of acts or events whether or not related;
            committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition E.1.n. or E.1.o.

12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this policy.

13. "Premises" means the interior of that portion of any building you occupy in conducting your business.

14. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
   a. Caused or threatened to cause that person bodily harm; or
   b. Committed an obviously unlawful act witnessed by that person.

15. "Safe burglary" means the unlawful taking of:
   a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
   b. A safe or vault from inside the "premises".

16. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
   a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
   b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
       but does not include "money".
INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES

POLICY NUMBER: B 6053920

COMMERCIAL CRIME
CR 25 08 03 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

A. Schedule*

Names Or Titles Of Non-Compensated Officers

BOARD MEMBERS

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

The Definition of “Employee” is amended to include your non-compensated officers shown in the Schedule.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Treasurers Or Tax Collectors

PATRICIA ROSETTI

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of “employee” is amended to include your treasurers or tax collectors shown in the Schedule.

2. Exclusion D.2.d. Treasurers or Tax Collectors is deleted.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Treasurers Or Tax Collectors

PATRICIA ROSSETTI

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of “employee” is amended to include your treasurers or tax collectors shown in the Schedule.

2. Exclusion D.2.d. Treasurers or Tax Collectors is deleted.
ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE
FOR GOVERNMENT EMPLOYEES

POLICY NUMBER: B 6053920

CRIME AND FIDELITY
CR 25 19 05 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Insuring Agreements designated below:

SCHEDULE

<table>
<thead>
<tr>
<th>Insuring Agreement</th>
<th>Limit Of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>[x] Employee Theft — Per Loss Coverage</td>
<td>$100,000</td>
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<tr>
<td>[ ] Employee Theft — Per Employee Coverage</td>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The following is added to the Employee Theft Insuring Agreement designated above:

   We will pay for loss or damage to “money”, “securities” and “other property” resulting directly from the failure of any “employee” to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one “occurrence” is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.

2. The following exclusions are added to Section D.2. Exclusions:

   a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

   b. Damages for which you are legally liable as a result of:

      (1) The deprivation or violation of the civil rights of any person by an “employee”; or

      (2) The tortious conduct of an “employee”, except the conversion of property of other parties held by you in any capacity.

3. The indemnification Condition is replaced by the following:

   We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any “employee” under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

4. Part (1) of the Termination As To Any Employee Condition is replaced by the following:

   (1) As soon as:

   (a) You; or

   (b) Any official or employee authorized to manage, govern or control your “employees” learn of any act committed by the “employee” whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft Insuring Agreement, as amended by this endorsement.
PENNSYLVANIA CHANGES

COMMERCIAL CRIME
CR 02 21 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

A. The Cancellation Of Policy Condition is replaced by the following

CANCELLATION OF POLICY

(1) The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

(2) Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

(3) Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(a) You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation;

(b) You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation;

(c) A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation;

(d) Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation;

(e) Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation; or

(f) Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

(4) We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the insurance company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the insurance company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the insurance company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME POLICY
- KIDNAP/RANSOM AND EXTORTION COVERAGE FORM
- KIDNAP/RANSOM AND EXTORTION POLICY

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.
EXCLUSION OF CERTAIN COMPUTER — RELATED LOSSES

COMMERCIAL CRIME
CR 20 21 03 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY

A. We will not pay for loss or damage resulting directly or indirectly by 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.

1. The failure, malfunction or inadequacy of:
   a. Any of the following, whether belonging to any insured or to others:
      (1) Computer hardware, including microprocessors;
      (2) Computer application software;
      (3) Computer operating systems and related software;
      (4) Computer networks;
      (5) Microprocessors (computer chips) not part of any computer systems; or
      (6) Any other computerized or electronic equipment or components; or
   b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;

   due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advise, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.

B. If an excluded cause of loss as described in Paragraph A. of this endorsement results in a covered cause of loss under this insurance, we will pay only for the loss or damage.

C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a and A.1.b. of this endorsement to correct any deficiencies or change any features.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY

If at the inception of this policy you have a Limit of Insurance for your "employee benefit plan(s)" that is equal to or greater than that required by ERISA, we agree to automatically increase that Limit of Insurance, to equal the amount required by ERISA at the time you incur the loss, subject to the Other Insurance condition contained in the coverage form. However, in no event shall the overall Limit of Insurance, including the insurance provided by this increase endorsement, exceed the statutory maximum Limit of Insurance required by ERISA for any plan.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY

DOCUMENT GENERATION
Loss resulting from the use of a computer to generate counterfeit, misleading or other documents used to facilitate or aid in fraudulently causing a transfer of "money", "securities" or "other property".

PHISHING
Loss resulting from the use of information obtained from an insured by deception, through the use or aid of a computer.
We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

[Signatures]

Secretary

Chairman
BUSINESS SERVICES AGREEMENT

This Business Services Agreement (this "Agreement") is made as of July 1, 2016 (the "Effective Date") by and between PA Distance Learning Charter School, Inc., a Pennsylvania non-profit corporation ("Charter School" or "School"), and Charter Choices, Inc, a Pennsylvania Corporation ("Manager").

Background

Charter School desires to engage Manager for the term specified herein to provide business and educational administration services to the Charter School. Manager desires to accept such engagement, subject to the terms and conditions set forth herein.

Terms

In consideration of the premises and the mutual covenants and benefits contained herein, and intending to be legally bound, Charter School and Manager hereby agree as follows:

1. Engagement.

1.1 Engagement of Manager. Charter School hereby engages Manager to provide the specific duties and services described in Paragraph 3.3, to and for the benefit of the Charter School. Charter School hereby authorizes and empowers Manager to perform all such acts as are necessary or appropriate to affect such duties and services, for and on behalf of Charter School. Manager hereby accepts such engagement, all in accordance with and subject to the terms, conditions, and limitations set forth in this Agreement. This Agreement shall be voted on for approval by the Board of the Charter School and written confirmation thereof shall be provided to Manager prior to the commencement of services.

1.2 Relationship of the Parties. Manager is an independent contractor; however, Manager shall perform its services and duties, and is hereby authorized to perform its services and duties as an agent for Charter School. Neither Manager nor any of its employees, contractors, or agents shall be deemed to be the servants or employees of Charter School, and neither Charter School nor any of its employees, contractors or agents shall be deemed to be the servants or employees of Manager. Nothing contained herein shall create (i) a partnership or
joint venture between Manager and Charter School or (ii) any ownership interest of Manager in Charter School or the School.

1.3 **Primary Representatives of the Parties.** Each party shall appoint a representative or representatives (the "Charter School Representative" or the "Manager Representative", as the case may be) who shall be authorized to act on behalf of such party, with whom the other party may consult at all reasonable times, and whose instructions, requests and decisions shall be binding upon such party as to all matters pertaining to this Agreement and the performance of the parties hereunder; provided, however, that the approval of the Board of Trustees of Charter School (the "Board") must be obtained when required by the Articles of Incorporation or Bylaws of Charter School. Charter School shall notify manager in writing within five (5) business days of any changes to the Articles of Incorporation or bylaws that affect such approval. The initial Manager Representative shall be Michael Whisman, CPA. Following the execution of this Agreement, Manager may only remove and appoint a Manager Representative after receiving consent from Charter School. Such consent will not be unreasonably withheld. From time to time, Charter School expressly reserves the right to remove and appoint the individual who they have appointed as the Charter School Representative upon notice by Charter School to Manager in accordance with the notice provisions herein contained.

2. **Term.** The term of this Agreement (the "Term") shall commence on the 1st of July 2016 and expire on June 30, 2019; provided, however, that the Term shall be subject to earlier termination pursuant to and in accordance with the terms of Section 11.

3. **Duties of Manager.**

3.1 **General.** Manager shall be responsible for providing business and services as specifically set forth in Paragraph 3.3. Manager's responsibilities shall be limited to providing advice and guidance to Charter School and its employees; provided, however, the responsibility for policymaking and the day-to-day operations of the School and all matters relating to the School's academic program (including matters relating to "education," the learning process, and learning management) shall be the responsibility of, and shall be conducted under the supervision of, the Board and the School's Chief Executive Officer and Principal (the "CEO" and "Principal" and collectively with the Board, the "Administration"). In Manager's determination, Manager shall have the authority to perform all actions on behalf of Charter School as are reasonably necessary or appropriate for Manager to effectively and properly execute Manager's duties and services hereunder. Manager, its employees, and its agents shall have access to the School as is reasonably necessary or appropriate for Manager to effectively and properly execute Manager's duties and services hereunder. Manager shall have the right to delegate and assign to its employees and agents such duties as Manager shall deem appropriate in Manager's reasonable discretion; provided, however, that any such delegation or assignment
shall not relieve or release Manager from its obligations hereunder to Charter School. Manager shall be solely responsible for the compensation of such employees and agents, and such compensation shall not be deemed a reimbursable Expense.

3.2 **School Administration.** The Manager shall report directly to the CEO. Without the approval of the Manager, the Administration shall not take any action that would expand or alter the duties of Manager under this Agreement. Administration shall be responsible for providing Manager with such operational data and reports as is reasonably necessary in order to enable Manager to perform its duties hereunder.

3.3 **Specific Duties.**

(a) **General.** Manager shall perform its duties and services hereunder and consistent with the requirements of the Charter School’s charter and any amendments thereto (the “Charter”), Pennsylvania Act 22 of 1997, as amended, as well as regulations promulgated pursuant thereto by the Commonwealth of Pennsylvania, Department of Education (collectively, “Act 22”), and all other federal, state and local laws, rules, regulations, ordinances, codes, orders and directives of any governmental body, office or agent thereof, and all permits, licenses and governmental standards, applicable to the School or its operations (collectively, and together with the Charter and Act 22, "Laws").

(b) **Legal.** Selection of the School’s legal counsel is the responsibility of the School. All of the School’s legal costs are the responsibility of the School. Selection of the Manager’s legal counsel is the responsibility of the Manager. All of the Manager’s legal costs are the responsibility of the Manager.

(c) **Personnel.** The Administration shall make the determination of compensation for all employees.

(d) **Licenses, etc.** If, requested, Manager shall assist Charter School to procure and maintain during the Term all licenses, permits or authorizations necessary for the operation of the School. All such licenses, permits and necessary authorizations shall be obtained in the name of Charter School; provided, however, that if any license, permit or authorization is required to be obtained in Manager’s name, Charter School shall cooperate with Manager in obtaining the same and shall execute all documents and take all other actions necessary to secure such licenses, permits or authorizations in Manager’s name.
(c) **Accounting.** Manager will provide the following accounting services for the Charter School: (i) payroll services (including processing all payroll payments to employees, issuing W-2 statements, and maintaining payroll records); manager’s responsibility is limited to processing the payroll approval of each payroll will be done by the CEO and hiring will be approved by the Board; (ii) accounts payable services (including, but not limited to, the processing thereof); (iii) accounts receivable services (including, but not limited to, debt collection); (iv) maintaining accounting system records and reports; (v) petty cash management; (vi) tracking of expenditures for furniture, fixtures and equipment; (g) federal consolidated grant reconciliations; (vii) financial reporting and budgets; (viii) cash management; (ix) financial projections and planning; (x) enter and maintain student data records for billing purposes; and (xi) prepare district billing using School provided information. Charter School will employ appropriate on-site record keepers as necessary to provide Manager with sufficient operational data for Manager to provide the aforesaid services. Manager shall not be required to retain any outside advisors or consultants for the purpose of rendering these services. In accordance with Paragraph 4.2, Manager shall, at Charter School’s expense, engage auditors to provide auditing services with respect to the operations of the Charter School, and the books, records, and financial statements of the Charter School.

(f) **Compliance Reporting.** Based on school provided information, manager shall assist Charter School with the preparation and submission of the Federal Consolidated Grant Program on an annual basis and perform the quarterly reconciliations. Based on school provided information, manager shall assist Charter School with the preparation and submission of Title I and School Improvement reporting, the Charter School’s Annual Report, fiscal sections, to the Pennsylvania Department of Education (“PDE”), and all other required PDE fiscal reports. In addition, Manager will complete, from school provided information, required monthly PSERS reporting, PDE 339 (Social Security Reimbursement), PDE Budget and Annual Financial Report.


4.1 **Books and Records.** Provided that Charter School supplies Manager with all relevant data and other information, Manager shall maintain adequate records and books of account for Charter School, in accordance with generally accepted accounting principles (GAAP) and shall retain such information for a minimum of five years. After five years or sooner if requested by the School, Manager shall return such information to Charter School. Such books and records shall, at Manager’s election, be kept at the corporate offices of Manager, at the School, or such other locations agreed to by Manager and Charter School. It shall also be open to examination by Charter School or its representative upon reasonable notice during
normal business office hours. Manager shall maintain the confidentiality of all books, records, and financial information pertaining to Charter School.

4.2 **Financial Statements and Audits.** Provided that Charter School supplies Manager with necessary relevant data and other information, Manager shall report to Charter School at least five (5) business days prior to the Board’s regularly scheduled monthly meetings for the preceding month, in writing with monthly balance sheets, statements of income, and sources and uses of funds with respect to Charter School for such month and cumulatively for the fiscal year to date, as well as any recommended changes to the then-current Approved Operating Budget that Manager considers necessary or appropriate. For each fiscal year the School operates, The Charter School shall engage, at Charter School’s expense, an independent public accounting firm to perform an audit of the books and records maintained for the Charter School as required by applicable Laws. Such audit shall be completed and a report shall be furnished within ninety (90) days after the end of each such fiscal year.

4.3 **Working Capital.** Charter School shall be solely responsible to provide working capital and other funds for Charter School’s operations. Manager shall provide assistance to Charter School to seek a line of credit facility from a financial institution to be utilized to fund seasonal or other cash flow deficiencies, but Manager shall not in any manner be obligated to guaranty, assure or otherwise provide such funding itself.

5. **Operating Expenses and Budgets.**

All operating budgets are to be approved by the Board.

5.1 **Proposed Operating Budget.** Provided that Charter School supplies Manager with necessary relevant data and other information, no later than 90 days prior to the beginning of each fiscal year, Manager shall prepare and submit to the Administration a proposed budget (the "Proposed Operating Budget") for the operation of the School during the ensuing school year. The Administration shall provide information as requested by Manager in preparing the Proposed Operating Budget. Each Proposed Operating Budget shall set forth all of the revenues that Charter School anticipates will be received by Charter School, a proposed schedule of fees and charges for services, and all of the expenditures anticipated to be necessary for the operation of the School, both (i) during the ensuing school year and (ii) during the succeeding two school years. Each Proposed Operating Budget shall further set forth each category of expense, the sources and uses of funds, fund accounting income statement, cash flow, capital expenditures, and any other appropriate items, for the ensuing year and for the succeeding two years. Each Proposed Operating Budget shall reflect the Administration’s and Manager’s view of the most economical and reasonable methods of operating and maintaining the School during the years to which that Proposed Operating Budget relates.
5.2 **Approved Operating Budget.** Within 30 days after receiving a Proposed Operating Budget, Board shall communicate to Manager, CEO and Principal any changes, additions or deletions it believes should be made in such Proposed Operating Budget. Manager shall incorporate such changes from the Board and the final version of the budget will be subject to the approval of the Board (the "Approved Operating Budget").

5.3 **Adjustments.** After agreement upon an Approved Operating Budget, Manager and Charter School shall endeavor to cause the operations of the School to be conducted within the Approved Operating Budget. It is understood, however, that each Approved Operating Budget will be an estimate only and that unforeseen circumstances (such as, but not limited to, the costs of labor, material, services and supplies, casualty, operation of law, or economic and market conditions) may make adherence to the Approved Operating Budget impracticable, and departures there from may be required due to causes of the foregoing nature or for other business reasons.

5.4 **Emergency Expenditures.** If there is an imminent risk of injury to persons or damages to any property on, about or adjacent to the School which arises with respect to the operation or maintenance of the School, Charter School shall each be entitled to take all such immediate actions as may be reasonably necessary to eliminate or abate such imminent risk without first consulting with the other.

6. **Operating and Management Fees and Expenses.**

6.1 **Management Fee.** In consideration of Manager's services hereunder, Charter School shall pay to Manager an annual management fee (the "Management Fee" or "Management Fees"). Such fee shall be:

- **Accounting** - $450 per student per fiscal year based on ADM.
- **Compliance Reporting (non-PIMS)** - $80 per student per fiscal year based on ADM.
- **Records** - $10 per student per fiscal year based on ADM.
- **Financial Statements and Audits** - $10 per student per fiscal year based on ADM.
- **Operating Budget** - $10 per student per fiscal year based on ADM.

The Management Fee shall be payable in estimated installments, in advance, payable within seven (7) days of receiving a uni-pay from the Pennsylvania Department of Education. The installments shall be reconciled with the School's actual Average Daily Membership (ADM) at the end of each fiscal year. The Term shall automatically renew for an additional term unless
either party to this Agreement gives notice of non-renewal by March 31, 2019. Payment of the Management Fees to Manager shall be separate from and in addition to any reimbursements and any other amounts if required to be paid by Charter School under this Agreement or otherwise.

Additional services not listed in this Agreement ("Additional Services") will be billed at Manager's standard hourly rates. Additional Services shall only be provided if authorized or confirmed in writing by the Charter School. If significant additional time is necessary, Manager will discuss it with the Charter School and arrive at a fee estimate before Manager incurs the additional costs.

6.2 Expenses.

Charter School shall be responsible for all costs and expenses of every nature in connection with the ownership, operation, and management of the School (collectively, "Expenses"). This includes, without limitation, all Management Fees, taxes, insurance, utility costs and expenses, interest and other debt payments, faculty, staff salaries and payroll expenses, administrative costs, operating expenses, professional fees and costs (including legal fees), and capital expenses (including construction fees and costs). Such expenses shall also include rent and any fees or costs incurred by Charter School in connection with the performance or satisfaction by Charter School of any duties, obligations or liabilities (or failure to perform or satisfy any duties, obligations, or liabilities) under any lease or sublease, or both, for the space in which the School operates.

(a) Reimbursement to Manager. Charter School shall reimburse Manager for all Expenses incurred by Manager in furtherance of Manager's duties and services hereunder. Such reimbursement shall be made within thirty (30) days following the submission of a properly completed detailed expense voucher, accompanied by such receipts, invoices, and other supporting documentation as Charter School shall reasonably request.

6.3 Operating Accounts. The Charter School, will establish and maintain one or more accounts with one or more financial institutions, which are reasonably satisfactory to Charter School (the "Operating Accounts"). At the direction of the Charter School, Manager shall cause all gross revenues of the Charter School to be deposited into the Operating Accounts, and cause all Expenses approved by the Charter School (including payments due to Manager on account of Management Fees and reimbursements of Expenses) to be paid out of the Operating Accounts for and on behalf of Charter School to the extent of available funds. The Operating Accounts shall be used exclusively in connection with the operation of the School and the performance of the terms and conditions of this Agreement.

7. School Name. The name of the School shall be "PA Distance Learning Charter School".
8. **Indemnification.**

8.1 **Indemnification of Manager.** The Charter School will indemnify, defend and save and hold Manager and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by the Charter School with any agreements, covenants, warranties or undertakings of the Charter School contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Charter School contained in or made pursuant to this Agreement. In addition, the Charter School will reimburse Manager for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 8.1 may be met by the purchase of insurance pursuant to Article 9 below.

8.2 **Indemnification of the Charter School.** Manager will indemnify, defend and save and hold the Charter School and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by Manager with any agreements, covenants, warranties or undertakings of Manager contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the Manager contained in or made pursuant to this Agreement. In addition, Manager will reimburse the Charter School for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 8.2 may be met by the purchase of insurance pursuant to Article 9 below.

9. **Insurance Coverage.** The Charter School will maintain general liability insurance, directors and officers insurance, and umbrella insurance coverage in the amounts required by the Charter or otherwise required by sound business practices. Such policies shall name Manager, its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insured under such policies. The Charter School will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance. Manager will maintain general liability insurance in the amounts required by sound business practices and assure compliance with Act 22. Such policy shall name Charter School, its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insured. Manager will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.

9.1 **Workers' Compensation Insurance.** Each party will maintain workers' compensation insurance as required by law, covering its respective employees.
9.2 **Cooperation.** Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article IX. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

10. **Limitations of Liabilities.** The Charter School will assert all immunities and statutory limitations of liability in connection with any claims arising from this Agreement. In no event shall Manager or Charter School, its respective members, partners, principals, Board members or employees be liable for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the amount due to Manager from Charter School under this Agreement. In no event shall Manager or Charter School, its respective members, partners, principals, Board members or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, damages which are a multiple of compensatory damages, fines, penalties, costs, expenses, judgments or awards arising from acts deemed uninsurable by law, or losses (including, without limitation, lost profits and opportunity costs).

11. **Termination.**

11.1 **Termination Events.** This Agreement shall be subject to termination prior to the scheduled expiration date, as follows:

(a) **By Manager.** Manager may terminate this Agreement prior to the end of the term specified in Article II in the event that the Charter School fails to remedy a material breach within 30 days after written notice from Manager. A material breach includes, but is not limited to (i) the Charter School’s failure to pay any fee or reimbursement as required by the terms of this Agreement, or (ii) an act or omission by the Charter School that causes Manager to be unable to perform its material obligations under this Agreement. Termination by Manager will not relieve the Charter School of any obligations for payments outstanding to Manager as of the date of termination.

(b) **By the Charter School.** The Charter School may terminate this Agreement prior to the end of the term specified in Article II in the event that Manager fails to remedy a material breach within 30 days after written notice from the Board. A material breach by Manager includes, but is not limited to: (i) a material failure to account for its expenditures of Charter School funds or for other expenses incurred by the Charter School at Manager’s direction, (ii) Manager’s failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of or conflict with the Charter, this Agreement, Act 22, and applicable laws and regulations, (iii) failure to perform any of the Specific Duties set forth in Section 3.3 of this Agreement, (iv) failure to maintain adequate staffing levels as previously agreed upon in writing between the parties or (v) any act or
omission of negligence that causes the Charter School to materially breach the Charter or any of the Charter School’s other material contractual obligations in any way. Termination by the Charter School will not relieve the Charter School of any obligations for payments outstanding to Manager as of the date of the termination. Notwithstanding the foregoing, the Charter School shall have the right (assuming that Manager otherwise has no continuing liability, contingent or otherwise, to third parties under contracts entered into by Charter School) to terminate this Agreement without cause by tendering to Manager payment of the present value (discounted at eight percent per annum) of the remaining Management Fees specified in this Agreement.

(c) **Termination of the Charter.** This Agreement will terminate upon the Charter School’s ceasing to be a party to a valid and binding charter. Termination pursuant to this paragraph will not relieve the Charter School of any obligations for payments outstanding to Manager as of the date of termination.

11.2 **Change in Law.** If any federal, State or local law or regulation, court or administrative decision or Attorney General’s opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third party arbitrator for alternative dispute resolution pursuant to Article 16. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days further written notice or at the end of a school year, whichever is earlier.

11.3 **Real and Personal Property.** Upon termination or expiration of this Agreement by either party for any reason, all real and personal property leased by Manager to the Charter School will remain the real and personal property and leases of Manager, and all other personal property purchased by Manager with the funds provided to Manager by the Charter School pursuant to this Agreement will be the personal property of the Charter School.

11.4 **Advances/Out-of-Pocket Expenses.** Prior to termination or expiration of this Agreement for any reason, the Charter School shall (i) reimburse Manager for all expenses owed pursuant to this Agreement, (ii) repay all advances or loans from Manager, whether or not then due, and (iii) post a letter of credit or bond in favor of Manager guaranteeing (A) any future payments due under any equipment or facilities leases, or guaranteed, cosigned, or collateralized by Manager or an affiliate thereof and (B) the Charter School’s performance of any other obligations guaranteed, cosigned, or collateralized in whole or part by Manager or an affiliate thereof.

11.5 **Bankruptcy.** Either party may terminate this Agreement if the other party shall be adjudicated a bankrupt or insolvent, or admit in writing its inability to pay its debts as they mature, or make any assignment for the benefit of its creditors; or if the other party shall apply
for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its properties; or such receiver, trustee or similar officer shall be appointed without the application or consent of such other party and shall continue undischarged for a period of sixty (60) days; or if the other party shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or if any such proceedings shall be instituted (by petition, application or otherwise) against such other party, and an order for relief shall be entered in such proceeding or such proceeding shall remain undismissed for a period of sixty (60) days; or if any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against property of such other party which represents a substantial portion of its property and such judgment, writ or similar process shall not be released, vacated or fully bonded within sixty (60) days after its issue or levy.

11.6 Notice of Defaults. If either party becomes aware of any event, condition or omission that is, or if uncured will become, a breach or default by Charter School or a third party under any agreement applicable to the Charter School, it promptly shall notify the other thereof (which notice may be oral) and shall send to the other any written notice of default received from a third party. In the case of a breach or default, or potential breach or default by Charter School, Manager shall reasonably assist and cooperate with Charter School to cure or mitigate such default, give such advice and recommendations as Charter School may reasonably request, and follow such instructions as Charter School may reasonably give, all at Charter School's expense.

12. Past Due Amounts. Any amounts owing to either party under this Agreement which are not paid within sixty (60) days after the due date shall accrue interest at a rate equal to the lesser of (i) the prime rate as published in The Wall Street Journal as of the date payment was due plus four percent (4.0%) per annum or (ii) the maximum rate allowed by law. The payment of any interest hereunder shall not release either party from its obligations otherwise to perform fully this Agreement.

13. Meetings of Charter School. Manager shall be permitted, with Board approval, to attend all formal and informal meetings of the Board (and any other governing body of the Charter School), excluding any meeting, which is required by law to be "closed-door". Charter School will give Manager written notice not less than 48 hours prior to any such meeting. Such notice may be provided by electronic mail.

14. Notices. Unless otherwise expressly stated, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to be properly given if transmitted by messenger, overnight courier service or first class certified mail (return receipt requested), in each case postage or other charges prepaid, addressed to the other party at the address shown below. Any party may change such address by notice given in such manner. All
notices shall be effective upon receipt or refusal of deliver.

If to Manager, to: If to Charter School, to:

CHARTER CHOICES, INC. PA DISTANCE LEARNING CHARTER SCHOOL
222 N Keswick Avenue 2100 Corporate Drive, Suite 500
Glenside, Pennsylvania 19038 Wexford, PA 15090

15. Further Assurances. Manager and Charter School agree to perform such further acts and execute and deliver any documents as may be required by any provision of this Agreement and applicable laws.


16.1 Disputes. If during the Term, any issue, dispute or controversy ("Dispute") should arise hereunder, the Charter School Representative and the Manager Representative shall promptly confer and exert their reasonable efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If such representatives are unable to resolve such Dispute within five (5) business days, either party may then, at any time, deliver notice to the other party its intent to submit the Dispute to arbitration, which notice shall include the specific issues concerning the Dispute which must be resolved (the "Arbitration Notice").

16.2 Arbitrators. At any time following the 30th day after delivery of an Arbitration Notice, either party (for purposes of this Section 16, the "First Party") may give notice to the other party (for purposes of this Section 16, the "Second Party") that it has designated an arbitrator. Within 20 days of the delivery of the aforesaid notice of designation the Second Party shall be required to designate a second arbitrator and to notify the First Party of such designation. Within 20 days of the designation of the second arbitrator, the two designated arbitrators shall meet and shall jointly designate a third arbitrator. Arbitrators shall be qualified by education and experience in the subject matter of the Dispute and issues to be arbitrated. The arbitrator designated by the party-appointed arbitrators shall be the Chairman of the arbitration panel. A determination by a majority of the panel shall be binding upon and enforceable against each party. If for any reason (i) the Second Party shall fail timely to designate an arbitrator after notice of designation is delivered by the First Party or (ii) the two party-appointed arbitrators fail timely to designate a third arbitrator, or the third arbitrator shall fail for any reason to serve, said arbitrator(s) shall be designated by the American Arbitration Association upon the demand of either Party.

16.3 Arbitration Proceedings. All proceedings before the arbitrators shall be held in Montgomery County, Pennsylvania. The parties agree that any Dispute being resolved by
arbitration hereunder shall be determined pursuant to the provisions set forth herein and pursuant to the applicable commercial arbitration rules of the American Arbitration Association then in effect insofar as such rules are not inconsistent with the provisions set forth herein. The authority of the arbitrators shall be limited to the specific Dispute and related issue(s) in controversy as designated by the parties.

17. **Force Majeure.** Neither party shall be deemed in breach of its obligations under this Agreement because of any delay or failure in the performance of such obligations (other than failure to pay money when due) to the extent such delay or failure is due to circumstances beyond the reasonable control of the party experiencing such delay or failure, including but not limited to acts of God; unusually severe weather conditions; strikes or other labor difficulties; war; riots; earthquakes; public disturbances; epidemics; requirements, actions or failures to act on the part of federal, state or local governmental authorities; acts of the other party; inability despite due diligence to obtain required licenses; accident; fire; or damage to, loss of right to or destruction or breakdown of necessary facilities (each and collectively, "Force Majeure"); provided, however, that, (i) the non-performing party gives the other party within one week, or as soon thereafter as practicable, written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the non-performing party uses reasonable efforts to remedy its inability to perform.

18. **Miscellaneous.**

18.1 **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, excluding choice-of-law provisions, which would direct the application of the laws of another jurisdiction. This Agreement shall be construed as having been mutually drafted, not for or against any party.

18.2 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

18.3 **Headings.** Titles and headings of the sections of this Agreement are for convenience of reference only and do not form a part of and shall not in any way affect the interpretation of this Agreement.

18.4 **Amendment.** No modifications or amendments of this Agreement shall be valid unless in writing and executed by both parties to this Agreement.
18.5 **Assignment.** Neither party hereto shall assign or otherwise convey any of its rights, titles or interests under this Agreement without the prior written consent of the other party hereto (which consent shall not be unreasonably withheld).

18.6 **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, to the extent that assignment is permitted under this Agreement.

18.7 **Other Services.** Nothing in this Agreement shall be construed to prevent or prohibit Manager from providing operating services to any other person, organization or entity.

18.8 **Waiver.** The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.

18.9 **Not for Benefit of Third Parties.** This Agreement and each and every provision thereof is for the exclusive benefit of the Charter School and Manager and not for the benefit of any third party.

18.10 **Attorney's Fees.** If any action or proceeding, including any arbitration proceeding pursuant to Section 16, is brought by either party to remedy a breach of this Agreement or to enforce any of its provisions, the prevailing party shall be entitled to, in addition to any other relief granted in such action or proceeding, reasonable attorney's fees, disbursements and court costs.

18.11 **Authority to Bind.** The undersigned signatories each represent and warrant, independent of the other, and on behalf of the respective party for whom they have executed this Agreement, that they have the authority to execute and deliver this Agreement on behalf of such respective party, that this Agreement represents the valid and binding obligations of such respective party, and that the respective parties hereto have each taken all appropriate corporate and Charter School action as is necessary or required for the validity and enforceability of this Agreement.

18.12 **Certain Definitions.** Whenever the terms “Board,” “CEO”, “Principal,” and “Administration” are used in this Agreement, such terms shall be deemed to mean and include the Charter School acting through the Board, CEO, Principal, or Administration, as the case may be.

19. **FERPA and Confidential Information.**

19.1 **FERPA.** Manager agrees to comply with all federal and state laws regarding the confidentiality of educational records of Charter School and Charter School's students
including but not limited to, the Family Educational Rights and Privacy Act, its implementing regulations (34 C.F.R. Part 99), and Title 22 of the Pennsylvania Code §§ 12.31-12.33 to the same extent that Charter School is bound by such federal and state laws. Charter School shall define “school official” and “legitimate educational interest” under the definitions of those terms set forth in Charter School’ Family Educational Rights and Privacy Act (“FERPA”) notification(s) to students and parents broadly enough to permit Manager to fulfill its obligations under this Agreement. Manager shall not disclose to any third party or use any information that it has obtained from the Charter School without the express written consent of the Charter School to the disclosure except as provided by law. The parties have decided and will continue to decide in good faith which categories of Manager employees and/or individual Manager employees have a legitimate educational interest, such that said employees are entitled to access the educational records, and Manager will ensure that those employees have undergone a criminal background check and child abuse clearance, copies of which will be provided to the Charter School. Any personally identifiable information about any student that has not been otherwise deemed “directory information” by the Charter School, which is disclosed to Manager pursuant to this Agreement, shall be used solely for the stated purposes of the disclosure to fulfill obligations under this Agreement and shall not be redisclosed to any other party without the prior written consent of the student’s parent (or of the student if he/she is age 18 or older).

19.2 **Confidential Information.** As used herein, “Confidential Information” shall mean all oral or written information, of whatever kind and in whatever form, relating to past, present or future services provided under this Agreement, business or technical information of the Charter School, and any information relating to the Charter School’s employees or students and or other matters of business. Manager agrees that its representatives shall hold any and all such Confidential Information in the strictest confidence. No such information shall be divulged, used, or published at any time, now or in the future, except as is necessary to perform the Services, or as otherwise requested or approved by the Charter School. Manager shall not copy or otherwise reproduce, or permit to be copied or otherwise reproduced, all or any part of any Confidential Information, except to the extent required performing the Services. Manager shall not use any Confidential Information for any purpose other than providing the Services. Manager accepts the responsibility for establishing and utilizing necessary security measures to ensure against copying, disclosure, release or use of any Confidential Information.

20. **Non-Solicitation.**

20.1 **Non-Solicitation by Charter School.** Charter School agrees that it shall not, during the Term or during the one (1) year period following the date of any expiration or termination of this Agreement, employ or retain any person, directly or indirectly, who is
employed or has been employed by Manager during the Term, unless consented to in writing by Manager.

20.2 **Non-Solicitation by Manager.** Manager agrees that it shall not, during the Term or during the one (1) year period following the date of any expiration or termination of this Agreement, employ or retain any person, directly or indirectly, who is employed or has been employed by Charter School during the Term, unless consented to in writing by Charter School.

20.3 **Injunctive Relief.** The parties agree that the provisions of Paragraph 20.1 and Paragraph 20.2 are vitally essential to the operation of Charter School and Manager and their ability to operate their respective organizations. Therefore, in addition to any other rights or remedies at law or otherwise available to Charter School or Manager for the breach of Paragraph 20.1 or Paragraph 20.2, Charter School or Manager, as the case may be shall be, entitled to injunctive relief.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON THE NEXT SUCCEEDING PAGE.]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above. The undersigned have the authority to enter into the Agreement and the Agreement has been or will be ratified by the Board.

PA Distance Learning CHARTER SCHOOL, INC.

By: [Signature] Board President
Name: [Name]
Authorized Officer

CHARTER CHOICES, INC.

By: [Signature]
Michael A. Whisman, CPA
A GUIDE TO OUR EMPLOYEE BENEFIT PROGRAMS

January 1, 2019 – December 31, 2019 plan year
As an eligible employee at PA Distance Learning Charter School, you are provided with the following benefits and options

<table>
<thead>
<tr>
<th>Medical and Vision Coverage</th>
<th>You</th>
<th>Your Spouse</th>
<th>Your Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPMC PPO $0 $20/$20</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>

Dental Coverage

<table>
<thead>
<tr>
<th>Dental Coverage</th>
<th>You</th>
<th>Your Spouse</th>
<th>Your Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guardian</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>

Employer Paid Life and AD&D

<table>
<thead>
<tr>
<th>Employer Paid Life and AD&amp;D</th>
<th>You</th>
<th>Your Spouse</th>
<th>Your Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guardian</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>

Voluntary Life Insurance and AD&D

<table>
<thead>
<tr>
<th>Voluntary Life Insurance and AD&amp;D</th>
<th>You</th>
<th>Your Spouse</th>
<th>Your Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guardian</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>

Voluntary Short-Term Disability

<table>
<thead>
<tr>
<th>Voluntary Short-Term Disability</th>
<th>You</th>
<th>Your Spouse</th>
<th>Your Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guardian</td>
<td>●</td>
<td>●</td>
<td>●</td>
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</table>

Voluntary Long-Term Disability

<table>
<thead>
<tr>
<th>Voluntary Long-Term Disability</th>
<th>You</th>
<th>Your Spouse</th>
<th>Your Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guardian</td>
<td>●</td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>

Details of each of these plans are provided in the pages that follow.
PA Distance Learning Charter School reviews all of our benefit plans on a regular basis; our priority is to offer our employees comprehensive health care coverage to protect them from catastrophic losses. The following overview provides a snapshot of these benefits and the options available for the 2019 plan year (January 1, 2019 – December 31, 2019). Please feel free to speak with the Human Resources Department if you should have any questions regarding your benefits.

**MEDICAL:**

The medical plan is the UPMC PPO $0 $20/$20 plan, which is compliant with the current health care reform law, which has three pieces that are added benefits to you.

1. All annual examinations (well baby/child, adult physical, routine GYN, routine mammograms, routine eye exams and others) will be paid at 100% with **no co-pay**.
2. Certain women’s health services are now considered preventive and will be paid at 100% with **no co-pay**. A listing of these services is attached.
3. Employees may now cover dependent children up to age 26 regardless of student status.

Below is a chart with the most commonly used benefits. A full plan summary is attached.

<table>
<thead>
<tr>
<th>BENEFIT</th>
<th>EMPLOYEE COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physician Office Visit Co-pay</td>
<td>$20 / $20</td>
</tr>
<tr>
<td>Primary Care Physician / Specialist</td>
<td></td>
</tr>
<tr>
<td>Hospital – Inpatient Stay</td>
<td>Paid at 100%</td>
</tr>
<tr>
<td>Outpatient Surgery</td>
<td></td>
</tr>
<tr>
<td>Urgent Care / Emergency Room</td>
<td>$20 / $50</td>
</tr>
<tr>
<td>Lab</td>
<td>Paid at 100%</td>
</tr>
<tr>
<td>X-Ray and Routine Radiology</td>
<td>Paid at 100%</td>
</tr>
<tr>
<td>Complex Radiology</td>
<td>Paid at 100%</td>
</tr>
<tr>
<td>Prescription (retail 30 day supply) – Generic / Formulary Brand / Non-Formulary</td>
<td>$15 / $30 / $50</td>
</tr>
<tr>
<td>Prescription (90 day supply mail order) – Generic / Formulary Brand / Non-Formulary</td>
<td>$30 / $60 / $100</td>
</tr>
</tbody>
</table>

**VISION:**

Your vision coverage will be provided by UPMC utilizing NVA’s vision network. Under this plan you may get a routine eye exam from an in-network provider with no co-pay once every 12 months. There is also an allowance for frames, lenses and contact lenses. A full plan summary follows. To find an NVA network provider you would visit https://www.e-nva.com/nva/content/tourist/JSFPEntryUPMCPage.jsf.
**DENTAL:**

Through Guardian you are eligible for Network Comprehensive Dental coverage. You always have the option of using a network provider or any licensed dentist; however, you obtain your highest level of coverage when you utilize a network dental provider.

The dental plan has a $50 calendar year deductible (maximum of $150 per family) and a calendar year maximum benefit of $1,000. The deductible only applies to Type B and C services and is waived for Type A preventive services.

Services are paid as follows:

<table>
<thead>
<tr>
<th>BENEFIT</th>
<th>IN-NETWORK</th>
<th>OUT-OF-NETWORK*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Diagnostic &amp; Preventive</strong> – Exams, Cleanings, Fluoride, X-Rays, Sealants</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Regular Restorative Services</strong> – Fillings, Stainless Crowns, Simple Extractions, Endodontics, Periodontics</td>
<td>100%</td>
<td>80%</td>
</tr>
<tr>
<td><strong>Major Services</strong> – Crowns, Inlays, Outlays, Bridges, Dentures</td>
<td>60%</td>
<td>50%</td>
</tr>
<tr>
<td><strong>Orthodontics</strong> – (maximum $1,000 lifetime benefit for dependents up to age 19)</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

* This percentage is based on the PPO contracted fees for PPO providers. When you utilize a network dentist, that provider has agreed to accept United Concordia’s negotiated fee as payment in full. If you choose to use a provider out of Guardian’s network, you may be balanced billed the difference between the provider’s actual fee and Guardian’s negotiated fee.

By participating in the Guardian dental plan you can earn college tuition rewards that can be used to pay up to one year’s tuition at a SAGE Scholar school. Full details of this program are attached.

**LIFE AND DISABILITY INSURANCE:**

Coverage for life and AD&D insurance will be provided by Guardian and the premium will be paid for by PA Distance Learning Charter School. Life insurance will be in the amount of $25,000.

You have the option to purchase additional life insurance for yourself, spouse and dependent children).

Employee: Life and AD&D insurance amounts are available in the amounts of $25,000, $50,000, $100,000, $150,000 or $200,000. The guaranteed issue amount is $50,000. Any amount greater is subject to evidence of insurability.
Spouse: Provided that you elect voluntary life and AD&D insurance you may elect voluntary life and AD&D coverage for your spouse. Insurance amount cannot exceed 50% of the elected amount with a maximum of $50,000. The guaranteed issue amount is $10,000. Any amount greater is subject to evidence of insurability.

Child(ren): Provided that you elect voluntary life and AD&D insurance you may elect voluntary life and AD&D coverage for your children. Insurance amount cannot exceed 10% of employee amount with a maximum of $10,000.

You have the option to purchase short-term and long-term disability insurance as well.

Short-term disability: This coverage will provide you with 60% of your weekly earnings up to $250 per week on the eighth day following an injury or illness that prevents you from working up to 13 weeks.

Long-term disability: This coverage will provide you with 60% of your monthly earnings up to $2,500 per month after a 90 day elimination period. Payments will last for as long as you are disabled or until you reach age 65. This plan can be used in conjunction with short term disability plan as the benefits for long term would begin immediately after the benefits for the short term plan run out.
### Important Questions

<table>
<thead>
<tr>
<th>Questions</th>
<th>Answers</th>
<th>Why This Matters:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>What is the overall deductible?</strong></td>
<td>Policy period deductible Participating Provider: <strong>$0</strong> Person/ <strong>$0</strong> Family Non-Participating Provider: <strong>$500</strong> Person/ <strong>$1,000</strong> Family</td>
<td>Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.</td>
</tr>
<tr>
<td><strong>Are there services covered before you meet your deductible?</strong></td>
<td>Yes. Deductible does not apply to Preventive Care.</td>
<td>This plan covers some items and services even if you haven’t yet met the deductible amount. But a copayment (copay) or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at <a href="http://healthcare.gov/coverage/preventive-care-benefits/">healthcare.gov/coverage/preventive-care-benefits/</a>.</td>
</tr>
<tr>
<td><strong>Are there other deductibles for specific services?</strong></td>
<td>No.</td>
<td>You don’t have to meet deductibles for specific services.</td>
</tr>
<tr>
<td><strong>What is the out-of-pocket limit for this plan?</strong></td>
<td>Participating Provider: <strong>$6,350</strong> Person/ <strong>$12,700</strong> Family Non-Participating Provider: <strong>$10,000</strong> Person/ <strong>$20,000</strong> Family</td>
<td>The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.</td>
</tr>
<tr>
<td><strong>What is not included in the out-of-pocket limit?</strong></td>
<td>Premium, balance-billed charges (unless balanced billing is prohibited), and health care this plan doesn't cover.</td>
<td>Even though you pay these expenses, they don’t count toward the out-of-pocket limit.</td>
</tr>
</tbody>
</table>
## Important Questions

<table>
<thead>
<tr>
<th><strong>Important Questions</strong></th>
<th><strong>Answers</strong></th>
<th><strong>Why This Matters:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Will you pay less if you use a network provider?</strong></td>
<td>Yes. See <a href="http://www.upmchealthplan.com">www.upmchealthplan.com</a> or call 1-888-876-2756 for a list of in-network providers.</td>
<td>This plan uses a provider network. You will pay less if you use a provider in the plan’s network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider’s charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.</td>
</tr>
<tr>
<td><strong>Do you need a referral to see a specialist?</strong></td>
<td>No.</td>
<td>You can see the specialist you choose without a referral.</td>
</tr>
</tbody>
</table>

⚠️ All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

### Common Medical Event

<table>
<thead>
<tr>
<th>Services You May Need</th>
<th>What You Will Pay</th>
<th>Limitations, Exceptions, &amp; Other Important Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>If you visit a health care provider’s office or clinic</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary care visit to treat an injury or illness</td>
<td>$20 copayment per visit</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Specialist visit</td>
<td>$20 copayment per visit</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Preventive care/screening/immunization</td>
<td>No cost</td>
<td>Not covered</td>
</tr>
<tr>
<td><strong>If you have a test</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diagnostic test (x-ray, blood work)</td>
<td>No cost</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Imaging (CT/PET scans, MRIs)</td>
<td>No cost</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td><strong>If you need drugs to treat your illness or condition</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More information about prescription drug coverage is available at <a href="http://www.upmchealthplan.com">www.upmchealthplan.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generic drugs</td>
<td>$15 copayment per prescription (Retail), $30 copayment per prescription (Mail order)</td>
<td>Not covered</td>
</tr>
<tr>
<td>Preferred brand drugs</td>
<td>$30 copayment per prescription (Retail), $60 copayment per prescription (Mail order)</td>
<td>Not covered</td>
</tr>
<tr>
<td>Non-preferred brand drugs</td>
<td>$50 copayment per prescription (Retail), $100 copayment per prescription (Mail order)</td>
<td>Not covered</td>
</tr>
<tr>
<td>Specialty drugs</td>
<td>$50 copayment per prescription</td>
<td>Not covered</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>Participating Provider (You will pay the least)</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>If you have outpatient surgery</td>
<td>Facility fee (e.g., ambulatory surgery center)</td>
<td>No cost</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fees</td>
<td>No cost</td>
</tr>
<tr>
<td>If you need immediate medical attention</td>
<td>Emergency room care</td>
<td>$50 copayment per visit</td>
</tr>
<tr>
<td></td>
<td>Emergency medical transportation</td>
<td>No cost</td>
</tr>
<tr>
<td></td>
<td>Urgent care</td>
<td>$20 copayment per visit</td>
</tr>
<tr>
<td>If you have a hospital stay</td>
<td>Facility fee (e.g., hospital room)</td>
<td>No cost</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fees</td>
<td>No cost</td>
</tr>
<tr>
<td>If you need mental health, behavioral health, or substance abuse services</td>
<td>Outpatient services</td>
<td>$20 copayment per visit</td>
</tr>
<tr>
<td></td>
<td>Inpatient services</td>
<td>No cost</td>
</tr>
<tr>
<td>If you are pregnant</td>
<td>Office visits</td>
<td>$20 copayment per visit</td>
</tr>
<tr>
<td></td>
<td>Childbirth/delivery professional services</td>
<td>No cost</td>
</tr>
<tr>
<td></td>
<td>Childbirth/delivery facility services</td>
<td>No cost</td>
</tr>
<tr>
<td>If you need help recovering or have other special health needs</td>
<td>Home health care</td>
<td>No cost</td>
</tr>
<tr>
<td></td>
<td>Rehabilitation services</td>
<td>$20 copayment per visit</td>
</tr>
<tr>
<td></td>
<td>Habilitation services</td>
<td>$20 copayment per visit</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>Participating Provider (You will pay the least)</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>Skilled nursing care</td>
<td>No cost</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Durable medical equipment</td>
<td>No cost</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>Hospice services</td>
<td>No cost</td>
<td>20% coinsurance</td>
</tr>
<tr>
<td>If your child needs dental or eye care</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Children's eye exam</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
<tr>
<td>Children's glasses</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
<tr>
<td>Children's dental check-up</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
</tbody>
</table>

Excluded Services & Other Covered Services:

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

- Cosmetic surgery
- Dental care (Adult)
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine eye care (Adult)
- Weight loss programs

**Other Covered Services (Limitations may apply to these services. This isn’t a complete list. Please see your plan document.)**

- Acupuncture only covered for specific diagnosis
- Bariatric surgery subject to medical review
- Chiropractic care covered with limitations
- Private-duty nursing subject to medical review
- Routine foot care only covered for specific diagnosis
Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: 1-877-881-6388 for the state insurance department, Department of Labor’s Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the insurer at 1-888-876-2756. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: your plan at 1-888-876-2756 or Department of Labor’s Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact 1-877-881-6388.

Does this plan provide Minimum Essential Coverage? Yes.
If you don’t have Minimum Essential Coverage for a month, you’ll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.
If your plan doesn’t meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:
Spanish (Español): Para obtener asistencia en Español, llame al 1-888-876-2756.
Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-876-2756.
Chinese (中文): 如果需要中文的帮助，请拨打这个号码1-888-876-2756.
Navajo (Dine): Dinek’ehgo shika at’ohwol ninisingo, kwiijigo holne’ 1-888-876-2756.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.
### About these Coverage Examples:

**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

<table>
<thead>
<tr>
<th>Peg is Having a Baby</th>
<th>Managing Joe’s type 2 Diabetes</th>
<th>Mia’s Simple Fracture</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(9 months of in-network pre-natal care and a hospital delivery)</strong></td>
<td><strong>(a year of routine in-network care of a well-controlled condition)</strong></td>
<td><strong>(in-network emergency room visit and follow up care)</strong></td>
</tr>
<tr>
<td>The plan’s overall deductible</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Specialist</td>
<td>$20</td>
<td>$20</td>
</tr>
<tr>
<td>Hospital (facility)</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Other coinsurance</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

**This EXAMPLE event includes services like:**
- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

**Total Example Cost**: $12,840

**In this example, Peg would pay:**

<table>
<thead>
<tr>
<th>Cost Sharing</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Copayments</td>
<td>$100</td>
<td>$2,080</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**What isn’t covered**
- Limits or exclusions: $60
- The total Peg would pay is: $160

<table>
<thead>
<tr>
<th>Cost Sharing</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Copayments</td>
<td>$290</td>
<td>$290</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**What isn’t covered**
- Limits or exclusions: $0
- The total Joe would pay is: $2,140

<table>
<thead>
<tr>
<th>Cost Sharing</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Copayments</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**What isn’t covered**
- Limits or exclusions: $0
- The total Mia would pay is: $290
Nondiscrimination Notice
UPMC Health Plan\(^1\) complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. UPMC Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

UPMC Health Plan:

• Provides free aids and services to people with disabilities so that they can communicate effectively with us, such as:
  
  o Qualified sign language interpreters.
  o Written information in other formats (large print, audio, accessible electronic formats, other formats).

• Provides free language services to people whose primary language is not English, such as:
  
  o Qualified interpreters.
  o Information written in other languages.

If you need these services, contact the Member Services phone number listed on the back of your member ID card.

If you believe that UPMC Health Plan has failed to provide these services or has discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a complaint with:

  Complaints and Grievances
  PO Box 2939
  Pittsburgh, PA 15230-2939

  Phone: 1-844-755-5611 (TTY: 1-800-361-2629)
  Fax: 1-412-454-5964
  Email: HealthPlanCompliance@upmc.edu

You can file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019. TTY/TDD users should call 1-800-537-7697.
Complaint forms are available at www.hhs.gov/ocr/office/file/index.html.

1UPMC Health Plan is the marketing name used to refer to the following companies, which are licensed to issue individual and group health insurance products or which provide third party administration services for group health plans: UPMC Health Network Inc., UPMC Health Options Inc., UPMC Health Coverage Inc., UPMC Health Plan Inc., UPMC Health Benefits Inc., UPMC for You Inc., and/or UPMC Benefit Management Services Inc.

Translation Services

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-866-420-9589（TTY：1-800-361-2629）。


ملحوظة: إذا كنت تتحدث أذكى اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمحاسن. اتصل برقم 1-866-420-9589 (رقم هاتف الصم والبكم: 2629-361-800-1)

**Premier $0 Copay**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>Employee/Spouse/Adult Dependents</th>
<th>Children Through Age 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copayment</td>
<td>$0</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Examination</td>
<td>100%</td>
<td>$30</td>
<td>12 months</td>
<td>12 months</td>
</tr>
</tbody>
</table>

**Lenses (for glasses)** — Standard glass or plastic. Out-of-network amount reflects the total amount reimbursed for services. All lenses must be provided by an NVA-contracted laboratory.

<table>
<thead>
<tr>
<th>Lenses</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>Employee/Spouse/Adult Dependents</th>
<th>Children Through Age 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>100%</td>
<td>$25</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Bifocal</td>
<td>100%</td>
<td>$35</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Trifocal</td>
<td>100%</td>
<td>$45</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Polycarbonate (up to age 19)</td>
<td>Included</td>
<td>Not Covered</td>
<td>Not Covered</td>
<td>12 months</td>
</tr>
<tr>
<td>Tint</td>
<td>100%</td>
<td>Not Covered</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>UV Coating</td>
<td>100%</td>
<td>Not Covered</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Scratch Coating</td>
<td>100%</td>
<td>Not Covered</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Standard Progressive (Tier 1)</td>
<td>100%</td>
<td>Not Covered</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Premium Progressive (Tier 2 or 3)</td>
<td>100%</td>
<td>Not Covered</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Standard A/R Coating (Tier 1)</td>
<td>100%</td>
<td>Not Covered</td>
<td>12 months</td>
<td>12 months</td>
</tr>
</tbody>
</table>

**Frames** — Frame reimbursement is based on retail value. Any remainder above the member’s frame allowance is to be charged to the member, minus a 20% discount, and can be collected at the time of service when a participating provider is used. Discount does not apply, if included, at Walmart/Sam’s Club locations or for certain proprietary frame brands.

<table>
<thead>
<tr>
<th>Frames</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>Employee/Spouse/Adult Dependents</th>
<th>Children Through Age 18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$150</td>
<td>$50</td>
<td>12 months</td>
<td>12 months</td>
</tr>
</tbody>
</table>

**Contact Lenses (in lieu of glasses)** — Contact lens reimbursement is based on retail value. The following discounts apply when a participating provider is used for any balance exceeding the plan allowance: 15% for conventional; 10% for disposable. Contact lens fitting and follow-up reimbursement is separate from contact lens material. Discount does not apply, if included, at Walmart/Sam’s Club locations, Contact Fill, or Cole corporate locations. Discounts do not apply to certain brands of contact lenses.

<table>
<thead>
<tr>
<th>Lenses</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>Employee/Spouse/Adult Dependents</th>
<th>Children Through Age 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elective Contact Lens Fitting &amp; Follow Up¹</td>
<td>100%</td>
<td>$20-Daily Wear $30-Extended Wear $50-Specialty</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Contact Lens Material</td>
<td>$150</td>
<td>$30</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Medically Necessary Contact Lenses³</td>
<td>100%</td>
<td>$200</td>
<td>12 months</td>
<td>12 months</td>
</tr>
</tbody>
</table>

For further lens selections, refer to the Additional Lens Options document included in your Welcome Kit.

---

1. Out-of-network reimbursement is based on Usual, Customary, and Reasonable as determined by UPMC Vision Care.
2. Contact Lens evaluation and fitting only covered if member chooses Contact Lenses. For specialty contact lens evaluation, the provider may bill the patient the difference between the provider’s billed charges and the plan/member allowance. Provider cannot balance bill for standard lens evaluation when received in-network.
3. Prior Authorization required from NVA.

[AD VC6U18]
<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NVA EYESSENTIAL® PLAN</td>
<td>The NVA EYESSENTIAL® Plan is an interim benefit available to all UPMC Vision Care members once the funded benefit has been exhausted for the term. Benefit frequencies are unlimited, excluding examination. For more information, see the attached plan details.</td>
</tr>
<tr>
<td>Mail-Order Contact Lens Replacement Program</td>
<td>For more information on this program, call Contact Fill at [1-866-234-1393] or visit [<a href="http://www.contactfill.com">www.contactfill.com</a>].</td>
</tr>
<tr>
<td>Lasik Surgery</td>
<td>UPMC Vision Care participants are also eligible for discounts on LASIK surgery when received at one of the following preferred providers: UPMC Eye Center, TLC Vision, QualSight, LCA, or other specified preferred providers.</td>
</tr>
</tbody>
</table>
# UPMC Vision Care

## Additional Lens Options

<table>
<thead>
<tr>
<th>Lens Options</th>
<th>Fixed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Progressives (add to bifocal base)</strong></td>
<td></td>
</tr>
<tr>
<td>Progressives – Tier 1</td>
<td>$50</td>
</tr>
<tr>
<td>Progressives – Tier 2</td>
<td>$80</td>
</tr>
<tr>
<td>Progressives – Tier 3</td>
<td>$100</td>
</tr>
<tr>
<td>Progressives – Tier 4</td>
<td>$120</td>
</tr>
<tr>
<td>Progressives – Tier 5</td>
<td>$140</td>
</tr>
<tr>
<td>Progressives – Tier 6</td>
<td>$165</td>
</tr>
<tr>
<td>Progressives – Tier 7</td>
<td>$190</td>
</tr>
<tr>
<td><strong>Materials</strong></td>
<td></td>
</tr>
<tr>
<td>High Index Plastic 1.53-1.60/Trivex</td>
<td>$40</td>
</tr>
<tr>
<td>High Index Plastic 1.66/1.67</td>
<td>$71</td>
</tr>
<tr>
<td>High Index Plastic 1.70 and above</td>
<td>$80</td>
</tr>
<tr>
<td>Polycarbonate (Adults)</td>
<td>$25</td>
</tr>
<tr>
<td><strong>Aspheric</strong></td>
<td></td>
</tr>
<tr>
<td>Aspheric (Plastic/Poly) SV</td>
<td>$30</td>
</tr>
<tr>
<td>Aspheric (Plastic/Poly) MF</td>
<td>$35</td>
</tr>
<tr>
<td><strong>Anti-Reflective Coating</strong></td>
<td></td>
</tr>
<tr>
<td>Anti-Reflective Coating – Tier 1</td>
<td>$40</td>
</tr>
<tr>
<td>Anti-Reflective Coating – Tier 2</td>
<td>$65</td>
</tr>
<tr>
<td>Anti-Reflective Coating – Tier 3</td>
<td>$85</td>
</tr>
<tr>
<td>Anti-Reflective Coating – Tier 4</td>
<td>$110</td>
</tr>
<tr>
<td><strong>Polarized</strong></td>
<td></td>
</tr>
<tr>
<td>Polarized – Tier 1</td>
<td>$65</td>
</tr>
<tr>
<td>Polarized – Tier 2</td>
<td>$75</td>
</tr>
<tr>
<td>Polarized – Tier 3</td>
<td>$100</td>
</tr>
<tr>
<td>Polarized – Tier 4</td>
<td>$125</td>
</tr>
<tr>
<td>Polarized – Tier 5</td>
<td>$150</td>
</tr>
<tr>
<td>Polarized – Tier 6</td>
<td>$175</td>
</tr>
<tr>
<td><strong>Photochromics</strong></td>
<td></td>
</tr>
<tr>
<td>Transitions VII</td>
<td>$70</td>
</tr>
<tr>
<td>Transitions VII MF</td>
<td>$85</td>
</tr>
<tr>
<td>Transitions XTRActive</td>
<td>$110</td>
</tr>
<tr>
<td>Transitions Vantage</td>
<td>$125</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lens Options</th>
<th>Fixed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Near Variable Lenses</strong></td>
<td></td>
</tr>
<tr>
<td>Essilor Computer MF</td>
<td>$65</td>
</tr>
<tr>
<td>Specially and Digital Single Vision</td>
<td></td>
</tr>
<tr>
<td>Digital SV Tier 1</td>
<td>$100</td>
</tr>
<tr>
<td>Digital SV Tier 2</td>
<td>$145</td>
</tr>
<tr>
<td><strong>Other Lens Treatments and Services</strong></td>
<td></td>
</tr>
<tr>
<td>Mirror – Solid and Single Gradient</td>
<td>$60</td>
</tr>
<tr>
<td>Mirror – Double Gradient</td>
<td>$70</td>
</tr>
<tr>
<td>Overpower (+6.00D or 3.00D Cylinder, per Lens)</td>
<td>NC</td>
</tr>
<tr>
<td>Add Power over 4.00D</td>
<td>NC</td>
</tr>
<tr>
<td>Prism over Range (over 3D per Eye)</td>
<td>NC</td>
</tr>
<tr>
<td>Press on Prism</td>
<td>$30</td>
</tr>
<tr>
<td>Double Facetting</td>
<td>$75</td>
</tr>
<tr>
<td>Facetted Lenses (includes Polish)</td>
<td>$55</td>
</tr>
<tr>
<td>Slab Off</td>
<td>$100</td>
</tr>
<tr>
<td>Rimless Drill</td>
<td>$20</td>
</tr>
<tr>
<td>Groove Rimless</td>
<td>NC</td>
</tr>
<tr>
<td>Center Thickness Below 1.5</td>
<td>$16.50</td>
</tr>
<tr>
<td>Plastic Dyes – Solid</td>
<td>$8</td>
</tr>
<tr>
<td>Plastic Dyes – Single Gradient</td>
<td>$10</td>
</tr>
<tr>
<td>Plastic Dyes – Double/Triple Gradient</td>
<td>$20</td>
</tr>
<tr>
<td>UV Protection</td>
<td>$10</td>
</tr>
<tr>
<td>UV Protection – Backside (Add on to Front Side UV)</td>
<td>$12</td>
</tr>
<tr>
<td>Scratch Resistant – Standard</td>
<td>$10</td>
</tr>
<tr>
<td>Scratch Resistant TD2</td>
<td>$30</td>
</tr>
<tr>
<td>Scratch Resistant w/Optifog Technology</td>
<td>$55</td>
</tr>
<tr>
<td>Edge Polish, Roll Edge, Roll &amp; Polish</td>
<td>$20</td>
</tr>
<tr>
<td>Edge Coating</td>
<td>$30</td>
</tr>
</tbody>
</table>

Note: UPMC Vision Care additional lens options are available in-network only. Members receive a 20 percent courtesy discount on lens options not listed above.
UPMC Vision Care

NVA EYEESSENTIAL® Plan

UPMC Vision Care introduces the NVA EYEESSENTIAL® Plan discount – an additional low-cost, member-friendly interim vision benefit that includes significant discounts on materials through participating NVA network providers.

- After enrolled members have exhausted their funded benefit they are eligible to access the NVA EYEESSENTIAL® Plan discount on additional purchases during the plan period.

Please Note: The NVA EYEESSENTIAL® Plan is an in-network benefit only. Benefit frequency is unlimited, except for vision exams. The NVA EYEESSENTIAL® Plan discount program prices do not apply at select retail locations, including Walmart, Sam’s Club, and Cole corporate locations. Specific site location discounts may be available.

<table>
<thead>
<tr>
<th>Service or Material</th>
<th>Member Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Vision Examination (Including Dilation as</td>
<td>$10 discount</td>
</tr>
<tr>
<td>Professionally Indicated) Once Every 12 Months</td>
<td></td>
</tr>
<tr>
<td><strong>Lenses – Standard Glass or Plastic</strong></td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>$35</td>
</tr>
<tr>
<td>Bifocal</td>
<td>$55</td>
</tr>
<tr>
<td>Trifocal</td>
<td>$70</td>
</tr>
<tr>
<td>Lenticular</td>
<td>$70</td>
</tr>
<tr>
<td><strong>Lens Options</strong></td>
<td></td>
</tr>
<tr>
<td>UV Coating</td>
<td>$12</td>
</tr>
<tr>
<td>Tint (Solid and Gradient)</td>
<td>$12</td>
</tr>
<tr>
<td>Scratch-Resistant Coating (Standard)</td>
<td>$15</td>
</tr>
<tr>
<td>Polycarbonate (Standard)</td>
<td>$35</td>
</tr>
<tr>
<td>Anti-Reflective Coating (Standard)</td>
<td>$45</td>
</tr>
<tr>
<td>Polarized</td>
<td>$75</td>
</tr>
<tr>
<td>Transitions (Standard)</td>
<td></td>
</tr>
<tr>
<td>Single Vision – $65</td>
<td></td>
</tr>
<tr>
<td>Bifocal and Trifocal – $70</td>
<td></td>
</tr>
<tr>
<td>Progressive (Standard)</td>
<td>$50 + Bifocal/Trifocal Charge¹</td>
</tr>
<tr>
<td>Other Add-On Services</td>
<td>20% Off Retail</td>
</tr>
<tr>
<td><strong>Frames</strong></td>
<td></td>
</tr>
<tr>
<td>Frames²</td>
<td>35% Off Retail</td>
</tr>
<tr>
<td><strong>Contact Lenses – Discount does not apply at Contact Fill.</strong></td>
<td></td>
</tr>
<tr>
<td>Discounts do not apply to certain brands of contact lenses.</td>
<td></td>
</tr>
<tr>
<td>Conventional</td>
<td>15% Off Retail</td>
</tr>
<tr>
<td>Disposable</td>
<td>10% Off Retail</td>
</tr>
<tr>
<td>Fitting and Follow-Up</td>
<td>10% Off Retail</td>
</tr>
</tbody>
</table>

¹ Progressive (Standard) – Progressive lens copayment is based on the base cost of the lens plus additional copayments. Member cost is the total of $50 plus the cost of bifocal or trifocal lens, depending on the lens type prescribed.

² Any eligible frame at provider’s location.
There is so much to explore

MyHealth OnLine is where you can go every day to get information on your health plan benefits as well as find a doctor and view your medical history. You can also find practical tips, tools, and strategies for better health. The site keeps all of your health information, all in one place.

At MyHealth OnLine, you can:

- Live chat with a Health Care Concierge or a health coach.
- Manage your health information.
- Access your doctor's contact information, plan benefits, prescription savings information, and your spending summary and claims.
- Read your plan documents, including your Schedule of Benefits and Explanations of Benefits.
- Order a new member ID card, and do much more!
Log in to MyHealth OnLine

Go to www.upmchealthplan.com, locate the Member Login box, and enter your login information.

First-time users:

1. Click on New User Registration in the Member Login box.
2. To verify your identity, you will be asked to provide:
   • Your member ID number as listed on your ID card.
   • The last four digits of your Social Security number.
   • Your date of birth.
   • Your ZIP code.
3. Answer the challenge questions.
4. Choose a security image and a message to associate with the image.
5. Choose a username and password.

Better Health and Wellness

Our online health improvement programs are developed by world-renowned medical experts and experienced professionals. They can help you reach your health goals, and you can find them all right at Better Health and Wellness.

Better Health and Wellness includes health activities recommended for you, links to health tools like our physical activity tracker, and learning tools that include the MyHealth Questionnaire. You can also access your medical history from this tab.

Spending and claims

Cost is an important part of your health care coverage. Visit this tab to find out about your health plan spending, including deductibles and out-of-pocket costs. You can also review Explanations of Benefits, check your flexible spending account (FSA) balance, review pharmacy claims, and learn how to save money on lab work, prescriptions, and preventive services.

You can also explore this section to help make informed decisions about your health care. We have resources that can help you analyze the costs associated with your medical treatments.

Coverage and benefits

Click here for information on your plan, your benefit information, and who is covered by your plan.

Smart health care

This section gets you smart about your health care: Price a drug and see how you can save money. See if your medications are covered. Compare hospital quality. Estimate how much a procedure will cost and learn how to prepare for a procedure. Find out about exclusive member-only discounts. That’s all here with much, much more!

Self-service tools

Providing great customer service is what makes us an industry leader. And we believe our online customer service should be held to the same high standard. We offer a number of ways for you to get answers to your questions. Explore this section to print a member ID card, your medical history, or a prescription form for mail-order service. You can also change your address, email address, how you receive EOBs, or even your doctor! You can search for doctors, pharmacies, or facilities. And you can review everything from your prescription history to your FSA history to ways to improve your health.

Finally, you can chat online with a health coach or a Health Care Concierge or send a secure message to Member Services.

Nondiscrimination statement

UPMC Health Plan® complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

UPMC Health Plan is the marketing name used to refer to the following companies, which are licensed to issue individual and group health insurance products or which provide third party administration services for group health plans: UPMC Health Network Inc., UPMC Health Options Inc., UPMC Health Coverage Inc., UPMC Health Plan Inc., UPMC Health Benefits Inc., UPMC for You Inc., and/or UPMC Benefit Management Services Inc.

Translation Services


注意：如果您使用繁體中文，您可以免費獲得語言援助服務，請致電 1-855-869-7228（TTY：1-800-361-2629）。
College Tuition Benefit® Rewards
Overview

Employees earn free Tuition Rewards for participation in the Guardian Dental Plan.

Employees participating in the Guardian Dental Plan will earn Tuition Rewards that can be used to pay for up to one year’s tuition at a SAGE Scholar college. There are over 345 private colleges and universities across the nation in the SAGE Consortium. That’s one third of the National Association of Colleges and Universities, NAICU. 80% of SAGE colleges have received an “America’s Best” ranking by US News and World Report. One Tuition Reward point = $1.

What can employees expect from the College Tuition Benefit?

- 2,000 Tuition Rewards® are given to each dental plan subscriber when they register an eligible student or students. Subscriber Tuition Rewards® can be allocated to any registered student.
- 500 Tuition Rewards are given to each student registered. Student Tuition Rewards® can only be used by the specific registered student.
- 2,000 additional Tuition Rewards® are given to the subscriber, annually in the month following the Dental Plan’s renewal.
- 2,500 bonus Tuition Rewards® are given to the subscriber the month following the Dental Plan’s third renewal (4th year), for a total reward of 4,500 for that year.

Important Information:

- In order to be registered for the College Tuition Benefit, each employee must provide a valid email address.
- Following enrollment, subscribers receive a Welcome email. Please check your spam folder. If a welcome email is not received, contact Admin@CollegeTuitionBenefit.com.
- The welcome email is notification that an online account is established. Subscribers can log in to see the points posted to their account, and add additional eligible students as they wish. If an employee does not log into the account in the first 6 months, the Tuition Reward may be reduced.
- Eligible students include children, grandchildren, nieces, and nephews.
- The maximum rewards that can be used, per registered student, cannot exceed one year’s tuition at a participating school.
- Families do not select a college ahead of time.
- Each Tuesday, registered employees receive Market Cap and Gown, an e-newsletter that details events and topics related to college financing, and notifies employees of new colleges in the network.

Deadline dates:

- To use Tuition Rewards, a child must be registered by August 24th of the year they enter 11th grade.
- The Scholarship credits are held in the subscriber’s account until they are pledged to a registered student. When a Subscriber has a registered student in 11th grade, the subscriber will be emailed and asked if they want to pledge some or all of their Tuition Rewards to the Registered Student. If the subscriber wants to use their Tuition Rewards, they must go online before August 24th of the year the registered student enters 12th grade and transfer Tuition Rewards to that registered student’s account.

<table>
<thead>
<tr>
<th>Policy Year</th>
<th>Subscriber Reward*</th>
<th>Subscriber’s Reward Balance (balance does not accrue interest)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Registration, Subscriber &amp; Student Rewards</td>
<td>2,500 (2,000 + 500)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2,000</td>
<td>4,500</td>
</tr>
<tr>
<td>3</td>
<td>2,000</td>
<td>6,500</td>
</tr>
<tr>
<td>4</td>
<td>4,500 (Bonus Year)</td>
<td>11,000</td>
</tr>
<tr>
<td>5</td>
<td>2,000</td>
<td>13,000</td>
</tr>
<tr>
<td>6</td>
<td>2,000</td>
<td>15,000</td>
</tr>
<tr>
<td>7</td>
<td>2,000</td>
<td>17,000</td>
</tr>
</tbody>
</table>

This example shows how the program would help a 12 year old in the family of a Guardian dental subscriber. If the registered student attends a participating SAGE Scholar College, the tuition will be reduced by $17,000 spread evenly over the first four years of attendance.

To find out more information or to register, go to www.Guardian.CollegeTuitionBenefit.com

Guardian’s Group Dental Insurance is underwritten by The Guardian Life Insurance Company of America (Guardian) or its subsidiaries. The Tuition Rewards program is provided by College Tuition Benefit. The Guardian Life Insurance Company of America (Guardian) does not provide any services related to this program. College Tuition Benefit is not a subsidiary or an affiliate of Guardian.

#2014-15023 Exp. 12/16.
AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the ___ day of June, 2013 by and between Brandt School Associates, a Pennsylvania partnership ("Landlord") and PA Distance Learning Charter School A Pennsylvania Not For Profit Corporation ("Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease, dated June 26, 2012, ("The Original Lease") relating to certain premises situated in the Building known as Franklin Park Corporate Centre, 2100 Corporate Drive, Wexford, PA 15090; and

WHEREAS, Landlord and Tenant desire to expand the Premises and otherwise amend the Original Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

Part I, Pages iv and v, and Exhibits "A", "D-1" and "D-2" of the Original Lease are hereby modified as follows:

PREMISES: A total of 7,992 rentable square feet (RSF) comprised of Suite 500 on the fifth floor the Building containing 5,390 RSF ("The Original Premises") and Suite 100 on the first floor containing 2,602 RSF (The "Expansion Premises").

TENANT'S PERCENTAGE: 18.28%

SCHEDULED COMMENCEMENT DATE: August 1, 2013

TERM: Four (4) years, Two (2) Months

BASE YEAR: Calendar year 2012

BASE RENT: Office

<table>
<thead>
<tr>
<th>Months</th>
<th>Rent/Month</th>
<th>Annual Rent/SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 thru 50</td>
<td>$14,985</td>
<td>$22.50</td>
</tr>
</tbody>
</table>

BROKERS: Howard Hanna Real Estate Services Representing Landlord. DTZ Americas, Inc. representing Tenant. Broker commissions shall be paid by Landlord.
EXCEPT as herein specifically modified, the terms and conditions of the Lease herein as amended shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed and delivered as of the day and year first above written.

WITNESS:

LANDLORD: BRANDT SCHOOL ASSOCIATES

By: ____________________________
   Annie Hanna Cestra, Managing Partner

ATTEST:

TENANT: PA Distance Learning Charter School.

By: ____________________________
   Dr. James P. Hoover, Chief Executive Officer

6/25/13
EXHIBIT D-1

TENANT IMPROVEMENTS

A. Tenant’s architect shall provide Landlord with detailed plans for the Expansion Premises including drawings and specifications for Tenant’s offices, interior finishes, and fixtureing layout subject to Landlord’s approval. Upon such approval, Landlord’s architect shall then prepare drawings and specifications for mechanical and electrical requirements. Thereafter no changes shall be made in such plans and specifications except upon the prior written consent of Landlord. Any additional costs incurred by the Landlord as a result of subsequent changes requested by Tenant, and approved by Landlord, shall be at Tenant’s sole cost and expense.

B. Landlord agrees to provide the Tenant with a turn key improvement allowance for the Expansion Premises (“the Allowance”). Any costs in excess of the “Allowance” for such Tenant improvements shall be paid by Tenant within thirty (30) days after receipt and verification of detailed invoices from the Landlord for the additional costs.

C. Tenant agrees to accept the Original Premises “as-is”, subject to the Landlord’s work described in Exhibit D-2 attached hereto.

D. Tenant shall remain solely responsible for the purchase, installation and maintenance of all voice/data wiring and equipment.
EXHIBIT D-2

TENANT IMPROVEMENTS
EXPANSION PREMISES

1. Retain all existing floor coverings throughout Premises (Carpet & VCT)
2. Retain all existing rubber cove base
3. Retain all attached cabinetry and casework
4. Remove all wall anchors/picture hangers
5. Patch and repair all walls as needed
6. Repaint entire premises (two coats minimum). Colors by Tenant
7. Replace stained or damaged 2 x 4 acoustical ceiling tiles
8. Install new carpet in unfinished areas except where noted using broadloom or carpet tiles as selected by Tenant (26oz solution-dyed nylon or better)
9. Install commercial grade VCT flooring in break room (Armstrong Premium Excelon or better) Color by Tenant
10. Perform HVAC and sprinkler work as required for training room
11. Install acoustical ceiling and lighting in the training room to match existing conditions
12. Install master-keyed locks on all offices in both the Original Premises and Expansion Premises
SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this “Second Amendment”) is made and entered into as of the 14th day of May 2015 by and between Brandt School Associates, a Pennsylvania partnership (“Landlord”) and PA Distance Learning Charter School A Pennsylvania Not For Profit Corporation (“Tenant”).

WHEREAS, Landlord and Tenant are parties to a certain Lease, dated June 26, 2012, (“The Original Lease”) relating to certain premises situated in the Building known as Franklin Park Corporate Centre, 2100 Corporate Drive, Wexford, PA 15090; and

WHEREAS, the Original Lease was amended and the Premises expanded pursuant to an Amendment to Lease dated June 28, 2013. Together, the Original Lease and the Amendment shall be referred to as the “Lease”.

WHEREAS, Landlord and Tenant desire to expand the Premises and otherwise amend the Original Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

Part I, Pages iv and v, and Exhibits “A”, “D-1” and “D-2” of the Original Lease are hereby modified as follows:

**PREMISES:** A total of 12,342 rentable square feet (RSF) comprised of Suite 500 on the fifth floor the Building containing 5,390 RSF (“The Original Premises”), Suite 100 on the first floor containing 2,602 RSF and Suite 250 on the second floor containing 4,350 RSF (The “Expansion Premises”).

**TENANT’S PERCENTAGE:** 28.23%

**SCHEDULED COMMENCEMENT DATE:** August 1, 2015

**TERM:** Five (5) years

**BASE YEAR:** Calendar year 2012

**BASE RENT:**
- Office: Months 1 thru 60, Rent/Month $23,142, Annual Rent/SF $22.50

[Signature]
BROKERS: Howard Hanna Real Estate Services Representing Landlord and Tenant. Broker commissions shall be paid by Landlord.

PARKING: Tenant shall have one (1) additional dedicated parking space in the first floor garage.

EXCEPT as herein specifically modified, the terms and conditions of the Lease herein as amended shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to be executed and delivered as of the day and year first above written.

WITNESS:

LANDLORD: BRANDT SCHOOL ASSOCIATES

By: Annie Hanna Cestra, Managing Partner

ATTEST:

TENANT: PA Distance Learning Charter School

By: Patricia R. Rossetti, Chief Executive Officer
Indovina Associates Architects

Project Name: Franklin Park Corporate Centre - Ground Floor Tenant Space
Project Number: 89-00-03
Date: 03.25.2015
Scale: 1/8" = 1'-0"

EXHIBIT A

SK-3

All dimensions and scaling conditions shall be checked and verified by Contractor at the site. Any discrepancy shall be reported to the architect in writing.

© Indovina Associates Architects, LLC 2013
EXHIBIT D-1

TENANT IMPROVEMENTS

A. Tenant's architect shall provide Landlord with detailed plans for the Expansion Premises including drawings and specifications for Tenant's offices, interior finishes, and fixturing layout subject to Landlord's approval. Upon such approval, Landlord's architect shall then prepare drawings and specifications for mechanical and electrical requirements. Thereafter no changes shall be made in such plans and specifications except upon the prior written consent of Landlord. Any additional costs incurred by the Landlord as a result of subsequent changes requested by Tenant, and approved by Landlord, shall be at Tenant's sole cost and expense.

B. Landlord agrees to provide the Tenant with a turn key improvement allowance for the Expansion Premises ("the Allowance"). Any costs in excess of the "Allowance" for such Tenant improvements shall be paid by Tenant within thirty (30) days after receipt and verification of detailed invoices from the Landlord for the additional costs.

C. Tenant agrees to accept the Original Premises "as-is", subject to the Landlord's work described in Exhibit D-2 attached hereto

D. Tenant shall remain solely responsible for the purchase, installation and maintenance of all voice/data wiring and equipment.
EXHIBIT D-2

TENANT IMPROVEMENTS
EXPANSION PREMISES

1. Perform demolition as shown on Exhibit A
2. Demise the Expansion Premises and install a new glass-paneled wood entry door
3. Retain all attached cabinetry and casework
4. Remove all wall anchors/picture hangers
5. Patch and repair all walls as needed
6. Repaint entire premises (two coats minimum). Colors by Tenant
7. Replace stained or damaged 2 x 4 acoustical ceiling tiles
8. Install new carpet throughout the Expansion Premises using broadloom or carpet tiles as selected by Tenant (26oz solution-dyed nylon or better)
9. Install commercial grade VCT flooring in break room (Armstrong Premium Excelon or better) Color by Tenant
10. Perform HVAC and sprinkler work as required
11. Install master-keyed locks on all offices in the Expansion Premises
THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this “Third Amendment”) is made and entered into as of the ___ day of November, 2016 by and between Brandt School Associates, a Pennsylvania partnership (“Landlord”) and PA Distance Learning Charter School A Pennsylvania Not For Profit Corporation. (“Tenant”).

WHEREAS, Landlord and Tenant are parties to a certain Lease, dated June 26, 2012, (“The Original Lease”) relating to certain premises situated in the Building known as Franklin Park Corporate Centre, 2100 Corporate Drive, Wexford, PA 15090; and

WHEREAS, the Original Lease was amended and the Premises expanded pursuant to two Amendments to Lease dated June 28, 2013 and May 11, 2015. Together, the Original Lease and the prior Amendments shall be referred to as the “Lease”.

WHEREAS, Landlord and Tenant desire to expand the Premises and otherwise amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

Part I, Pages iv and v, Part III, and Exhibits “A”, “D-1” and “D-2” of the Lease are hereby modified as follows:

PREMISES: A total of 23,045 rentable square feet (RSF) comprising Suite 500 on the fifth floor the Building containing 5,390 RSF (“The Original Premises”), Suite 100 on the first floor containing 2,602 RSF, Suite 250 on the second floor containing 4,350 RSF (The “Amended Premises”), and Suite 400 on the fourth floor containing 10,703 RSF (the “Expansion Premises”).

TENANT’S PERCENTAGE: 52.71%

SCHEDULED COMMENCEMENT DATE: The later of December 1, 2016 or upon completion of Landlord’s work.

EARLY OCCUPANCY: Tenant shall have access to the space, free of charge, 15 days prior to the Scheduled Commencement Date for the
Purpose of installing, cabling, furniture, fixtures, and equipment.

Terminating: July 31, 2020

Base Year: Calendar year 2017

Base Rent:

<table>
<thead>
<tr>
<th>Office</th>
<th>Months</th>
<th>Rent/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 thru 44</td>
<td>$44,994</td>
</tr>
</tbody>
</table>

*Base Rent for the 1st month will be prorated for the Expansion Premises if the Landlord’s work is not completed by December 1, 2016.

Brokers: Grant Street Associates, Inc. Representing Tenant,
Hanna Langholz Wilson Ellis Representing Landlord.
Broker commissions shall be paid by Landlord.

Parking: Tenant shall have five (5) dedicated parking spaces in the first floor garage.

EXCEPT as herein specifically modified, the terms and conditions of the Lease herein as amended shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Third Amendment to be executed and delivered as of the day and year first above written.

Witness: BRANDT SCHOOL ASSOCIATES

By: ____________________________
    Annie Hanna Cestra, Managing Partner

Attest: PA Distance Learning Charter School

By: ____________________________
    Patricia R. Rossetti, Chief Executive Officer
PART III ADDITIONAL PROVISIONS

The following provisions ("Additional Provisions") identified below and attached and/or set forth below are included as part of the Lease between Landlord and Tenant. Capitalized terms used in any of the Additional Provisions and not otherwise defined shall have the meanings given such terms in Part I and Part II of this Lease. Unless express reference is made to a provision in Part I and Part II of this Lease for the purpose of modifying such provision, in the event of any conflict between the Additional Provisions and the provisions of Part I and Part II of this Lease, the provisions contained in Parts I and II shall control.

Option to Renew:
Tenant shall have the option to renew the Lease for the entire Premises upon twelve (12) months prior written notice to Landlord for one (1) additional term of five (5) years. The terms and conditions shall be consistent with the existing Lease except that the Base Rent shall be at 95% of the then market rental rate for comparable space in the North Suburban market as determined by negotiation of the parties provided that the Base Rent for the Renewal Term shall not be less than Tenant’s Base Rent during the term of this Third Amendment. If the parties cannot reach common agreement on market rental rates within a 30 days of Tenant’s written notice, the Lease will not be renewed.
EXHIBIT D-1

TENANT IMPROVEMENTS

A. Landlord’s architect shall provide Tenant with detailed plans for the Expansion Premises including specifications for Tenant’s offices, interior finishes, and fixturing layout subject to Tenant’s approval which plans shall be attached hereto as Exhibit “A”. Thereafter no changes shall be made in such plans and specifications except upon the prior written consent of Landlord. Any additional costs incurred by the Landlord as a result of subsequent changes requested by Tenant, and approved by Landlord, shall be at Tenant’s sole cost and expense.

B. Landlord agrees to provide the Tenant with a turn-key improvement allowance for the Expansion Premises (“the Allowance”) as shown on Exhibits “A” and “D-2”. Any costs in excess of the “Allowance” for such Tenant improvements shall be paid by Tenant within thirty (30) days after receipt and verification of detailed invoices from the Landlord for the additional costs.

C. Tenant agrees to accept the Original Premises and Amended Premises “as-is”, subject to the Landlord’s work described in Exhibit D-2 attached hereto.

D. Tenant shall remain solely responsible for the purchase, installation and maintenance of all voice/data wiring and equipment and kitchen appliances.
EXHIBIT D-2

TENANT IMPROVEMENTS
EXPANSION PREMISES

1. Perform demolition in conference rooms as shown on Exhibit A

2. Install ceiling mounted junction box and electrical feed for Tenant’s projector

3. Retain all attached cabinetry and casework except in the kitchen

4. Remove all wall anchors/picture hangers, and two (2) decorative stained glass hanging lamps

5. Patch and repair walls as needed

6. Repaint walls as needed (two coats), using existing colors

7. Paint all wooden base to match existing yellow color

8. Replace stained or damaged acoustical ceiling tiles

9. Install new building standard carpet tiles throughout the Expansion Premises, the color to be selected by Tenant

10. Install commercial grade VCT flooring in break room (Armstrong Premium Excelon or better), the color to be selected by Tenant

11. Replace existing kitchen cabinets with building standard units

12. Install additional counters at 18” width as shown on Exhibit “A” in a color to reasonably match or complement the existing surface

TENANT IMPROVEMENTS
2

1. Replace existing green cut-pile carpet in the 2
floor hallway using carpet tiles to match Tenants 2
floor Premises
CERTIFICATE OF OCCUPANCY

Borough of Franklin Park
Planning and Development Department
2344 West Incomar Road
Pittsburgh, PA 15237

This Certificate is issued pursuant to the Code of the Borough of Franklin Park.

Permit Number: 19195  Structure Address: 2100 CORPORATE DR SUITE 500
Structure Owner and Address: BRANDT SCHOOL ASSOCIATES
2100 CORPORATE DR, WEXFORD, PA 15090

Tenant: PA Distance Learning Charter PID: 1346-R-160
School - Suite 500

Use: OFFICE BUSINESS Occupancy: B Constructive Type: HB
Code Type: ZONING Year: 0.00

Automatic Sprinkler: YES

Special Stipulations and Conditions:

Work Description: NEW TENANT NO CONSTRUCTION

T. Phillips
Building Official

Date 9/18/2019
CERTIFICATE OF OCCUPANCY

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         School – Suite 500

Use: OFFICE BUSINESS
Occupancy: B
Construction Type: IIB
Code Type: ZONING
Year: 0.00

Automatic Sprinkler YES

Special Stipulations and Conditions:
Work Description NEW TENANT NO CONSTRUCTION

T. Phillips  Building Official  Date 9/18/2019
To: ESL District Liaisons

From: Dr. Kelly A. Noyes
K-12 ESL Program Director

Dr. Gina DeMarco Wall
Title III Supervisor

Date: May 9, 2019

Subject: Memorandum of Understanding

The 2019-2020 AIU Title III Consortium agreed upon grant initiatives based on the planning meeting held at the Allegheny Intermediate Unit on May 9, 2019:

- A series of professional development opportunities targeting specific areas surrounding EL needs. The series of professional development opportunities will include all stakeholders and will vary in theme, scope, and audience. Expenses may include the cost of speakers and their travel, food costs where applicable, copies and supplies, associated materials such as books and workbooks, as well as up to $100 of reimbursement for substitute teacher costs to allow district staff to attend Title III professional development. This is limited to one reimbursement per district per professional development session. An invoice from the district will be required.

- A stipend check of 40% of the district allocation up to $4,000 to provide summer programming, after-school remediation, tutoring, parent outreach, data collection, curriculum development, technology, educational field experiences, or other supplemental support to the English Learners in the district.

- The consortium will continue to provide selected supplies, materials, technology, resources and appropriate training.

- Quarterly Technical Training Sessions for ESL Liaisons/Administrators.

- A Program Coordinator will offer optional half or full day site visits and professional development for individual and district staff initiatives including, but not limited to: MTSS and EL’s, program review, compliance, content area teacher resources and training, ELD Standards, and any other specific district needs relative to ELs.

- An online professional development series that will include using tools and scaffolds to make content assessable for English Learners. The series will be open to all content and ESL teachers and paraprofessionals, as well as school administrators who coordinate ESL programs. This series will be part of the Consortium’s professional development goal by assisting all members with ongoing and sustained professional development.
In addition to the above stated initiatives, each member of the Consortium as a recipient of Title III funds agrees to maintain compliance in all of the following areas:

- Following the procedures for the proper identification of English Learners
- Following procedures for parental notification of program placement
- Following procedures for consultation with non-public schools, identification of non-public school ELs, and providing supplemental support to non-public entities
- Administering annual ELD Assessment as defined by Pennsylvania (currently the ACCESS 2.0 for ELs exam)
- Continuing to monitor the ESL Program for continuous improvement including the review of appropriate data
- Maintaining records and complying with all requirements under ESSA as per the Pennsylvania Department of Education.
- Ensuring equity of educational quality and equitable resources for the LEA’s ELs.
- Active participation by all Consortium members is important to the overall success of the Consortium and the attainment of performance goals.

The Pennsylvania School District is in agreement with the aforementioned initiatives.

Distance Learning Charter School

Signature: Patricia R. Rossetti
Date: May 19, 2019

Print name: Patricia R. Rossetti
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If a child can’t learn the way we teach, maybe we should teach the way they learn.
~Ignacio ‘Nacho’ Estrada

If kids come to us from strong, healthy functioning families, it makes our job easier. If they do not come to us from strong, healthy, functioning families, it makes our job more important.
~Barbara Colorose

Note: This is an electronic document containing active links to PDLCS Board policies. By nature, these procedures, unlike policies, should be updated regularly to reflect departmental, positional, and regulatory changes.
Below is a list of resources available to PDLCS

Pennsylvania Training and Technical Assistance Network (PaTTAN)  
Pittsburgh Office  
3190 William Pitt Way  
Pittsburgh, PA 15238-1360  
412.826.2336  
800.446.5607 (Toll Free)  
412.826.1964 (fax)  
412.826.2338 (TTY)

Allegheny Intermediate Unit 3  
474 East Waterfront Drive  
Homestead, PA 15120  
412.394.5700

Bureau of Special Education – Specified Person of Contact as of 11.1.2012 – Cortney Verner  
PDE Bureau of Special Education  
333 Market Street  
Harrisburg, PA 17126  
412.823.6058  
cvener@pa.gov

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Supplementary Aids and Services

Providing supplementary aids and services is essential for many children with disabilities to progress and learn. But just what are supplementary aids and services? In its simplest form, SAS is what the student needs including strategies, aids and services in order to learn on a fair level with her or his peers.

The term “supplementary aids and services” is defined at §300.42, as follow:

**Supplementary aids and services** means aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate in accordance with §§300.114 through 300.116.

Supplementary aids and services can be accommodations and modifications to the curriculum under study or the manner in which that content is presented or a child’s progress is measured, but that’s not all they are or can be. Supplementary aids and services can also include direct services and supports to the child, as well as support and training for staff who work with that child. Determining what constitutes appropriate supplementary aids and services for a particular child is made on an individual basis.

Supplementary aids and services are intended to be provided in regular education classes, other education-related settings, and extracurricular and other nonacademic settings. This pretty much covers the gamut of school settings where children might be engaged in learning, interaction, and development. The intent is to help integrate children with disabilities with nondisabled children in all facets of school.

Given the importance of supplementary aids and services in LRE decision making and implementation, let’s take a look at what types of supplementary aids and services children with disabilities are actually receiving. According to the SEELS School Program Survey and as reported in the *26th Annual Report to Congress* on the implementation of IDEA, about 85% of elementary or middle-school children with disabilities in regular education language arts classes have some type of support indicated on their IEP or 504 plan. Looking at the specific accommodations and supports they receive, we find that:

---

1 Adapted from [http://nichcy.org/schoolage/placement/placement-lre](http://nichcy.org/schoolage/placement/placement-lre)

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• 61.9% are provided extra time to take tests or complete assignments.
• 36.8% are given shorter or different assignments.
• 35.3% have tests read to them
• 33.4% take modified tests.
• 33.3% receive feedback more frequently than other children.
• 30.4% receive slower-paced instruction.
• 22.7% are provided physical adaptations.

Other learning supports provided to these children in language arts classes include the following:

• Progress monitored by special education teacher: 51.9%
• Teacher aides, instructional assistants, or other personal aides: 27.5%
• Learning strategies/study skills: 24.2%
• Peer tutor: 22.9%
• Books on tape: 14.5%
• Use of computer for activities not allowed other children: 11.2%
• Reader or interpreter: 10.3%
• Behavior management program: 9.8%
• Communication aids: 3.2%

Suppose a child needs a specific supplementary aid or service that’s typically provided in separate environments, not in the regular education classroom? Does this mean that the needed supplementary aid or service doesn’t have to be provided? Or that the child’s placement may then be somewhere other than the regular educational environment?

No, to both questions. As mentioned above, the school system is responsible for providing the supplementary aids and services that the IEP team determines the child needs and lists in the child’s IEP in order to enable the child to be educated in regular education settings. As stated in the language of the LRE provision, supplementary aids and services are to enable the child with a disability to be educated in regular classes with nondisabled children to the maximum extent appropriate. The fact that supplementary aids and services often play a decisive role in whether or not the child can be satisfactorily educated in the regular educational environment makes it all the more important that the school system meet its responsibility to provide them and to educate the child in the LRE to the maximum extent appropriate. If the IEP team has determined that the child can be satisfactorily educated in the regular classroom with the support of a given supplementary aid or service, those aids or services must be specified in the child’s IEP and must be provided to the child. Section 300.116 is sufficiently clear that placement decisions must be based on the individual needs of each child with a disability. Therefore, school systems must not make placement decisions

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based on their needs or available resources, including budgetary considerations and the ability of the school system to hire and recruit qualified staff. (71 Fed Reg. 46588)

B - Related Services
Related services are support services that are required for a child to benefit from special education. Related services help children with disabilities benefit from their special education by providing extra help and support in needed areas, such as speaking or moving. Depending on the student’s needs, speech/language, vision and/or hearing services may be the only special education support(s) a student requires to benefit from the regular education curriculum. If physical or occupational therapy is the only support necessary a Chapter 15/504 plan may be developed instead of an IEP.

Collaboration and Consultation
At PDLCS, children enroll from all across the state of Pennsylvania. Therefore, related services are set up by the Special Education Director through contractors across the state of Pennsylvania. Related services can include, but are not limited to,

- counseling services, including rehabilitation counseling
- early identification and assessment of disabilities in children
- interpreting services
- medical services for diagnostic or evaluation purposes
- orientation and mobility services
- parent counseling and training
- physical and occupational therapy
- speech and language therapy
- psychological services
- recreation, including therapeutic recreation
- school health services and school nurse services
- social work services in schools
- behavioral intervention services

Online Services vs In-Person
Web based Occupational Therapy, Speech Therapy and counseling services will be the looked at first when considering therapy for a student since this type of therapy has proven to be effective and aligned most closely with the delivery of the general education curriculum at PDLCS. If online services are not found to be appropriate in-person therapy is considered and will be delivered in the students home or at an agreed upon location. If therapies are not provided in an online format other options will be considered.

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Missed Services

Federal regulation (IDEA) does not have any language addressing missed services. Missed services impact provision of FAPE. If a session is missed because a parent does not present a child that is not fault of the LEA—such as an absence from school during a scheduled day, or a session that is missed due to holiday breaks as set forth by the LEA’s calendar.

Therefore the following procedure applies:

- Once a weekly time and location have been established, the therapist and family must make every attempt to consistently meet at that time.
- Therapists may not cancel sessions. If the therapist has a scheduling conflict, it is the responsibility of the therapist to reschedule—not to exceed 2 changes.
- If the service is missed due to a guardian’s “failure to produce” the child, then the therapist does not have to make up the session.
- Each time there is a “failure to produce” child for service, the provider must notify the LEA via email with: name of student, scheduled meeting time, and any communication information between provider and family about the missed session.
- Upon second notice of missed session (guardian fails to produce 2 times) the Special Education Teacher will call to confirm time, place and reinforce the importance of related service as part of the IEP as a legal document.
- Immediately upon the third missed session due to the guardian “failure to produce the child”, the Special Education Director will investigate:
  - Investigation includes: contacting the family, reinforcing knowledge of scheduled meeting time, an explanation of required attendance and agreement of IEP document.
  - Director of Special Education will respond according to information collected.

To ensure continuity between IEP process and provision of related services:

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2 Research supports consistency in scheduling increases attendance.

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<tr>
<th>Director of Special Education</th>
<th>Special Educator Teacher</th>
<th>Special Education Assistant</th>
<th>Provider</th>
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<tbody>
<tr>
<td>Schedules initial provision of services through contracted providers</td>
<td>Prompts Provider for quarterly progress notes</td>
<td>Track clearances, and invoices</td>
<td>Attend IEP meetings update goals and track progress</td>
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<td>Send Provider contractor with procedures (logs, mileage, progress monitoring, missed sessions, who to contact)</td>
<td>Contacts family when there is a 2nd occurrence of “failure to produce child” to reinforce meeting time and importance of services.</td>
<td>Collect input/data for evaluations and IEP meetings</td>
<td>Complete bi-weekly progress notes</td>
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<td>Investigate and resolve when student misses 3 sessions.</td>
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<td>Notify LEA of missed session</td>
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**Speech/Language Pathology Services**
- Provides consultative collaborative and direct support to students, teachers and families within a diverse caseload
- Maximizes the child’s ability to communicate in their environment
- Enhances academic performance of our youth
- Works within the school team to recommend and provide appropriate support
- Integrates speech/language skills across educational settings

**Occupational & Physical Therapy**
Occupational and Physical Therapy services assist students in getting to and from school safely and functioning in the classroom and other parts of the school environment. These services provide reasonable accommodation so that students may benefit from the educational program. Components of a School Based Physical and Occupational Therapy program include:
- Screening and evaluating children with a wide variety of functional deficits.
- Program planning based on evaluation
- Direct therapy activities designed to meet program goals
- Comprehensive students support team participation
- Consultation to teachers, other school personnel and parents to maximize classroom performance and home programming
- Staff development and training for individuals and groups working with children who have special needs
Hearing Support & Audiology Services/Programs

Hearing Support Services provides assistance to students who have an educational-significant hearing loss. Eligibility for these services is determined by a multi-disciplinary team following an audiological evaluation at a hospital or private facility. The hearing support teacher is responsible for evaluation in the areas of language development, use of residual hearing, speech, speech-reading ability and other school related skills. Appropriate placement and specially designed instruction, once determined by the team, are coordinate by the hearing support teacher.

Students who have a documented hearing loss must share their audiogram with the school that the child attends. If in need of support, an evaluation is conducted followed by the development of an IEP. The IEP will address the student’s program whether the hearing levels range from mild to profound in degree. All IEPs of students who are deaf and hard of hearing will include an individual Communication Plan. Support can vary from consultation to supplemental classroom support depending on the student’s needs.

**Itinerant Support:** Students with hearing loss are provided support services in the following areas: any or all speech, language, auditory, social, emotional, or academic areas may be addressed as necessary in relation to the hearing loss. The goal is to assist each student in compensating for his/her hearing loss in order to adjust to a hearing society and to maximize academic achievement.

**Supplemental Support:** Supplemental deaf and hard of hearing support can range from an hour a day to up to 85% of the day. For students ages 5-21 who require support for an hour a day, they will receive support from the deaf and hard of hearing teacher as well as a teacher of the general curriculum. Collaboration between both teachers is essential, as the IEP will reflect the need of hearing support to make academic progress in the general curriculum.

The classroom program for the deaf and hard of hearing provides support for student’s ages 5-21 whose severity of hearing loss necessitates the need for placement in a total communication setting. The IEP addresses all aspects of the student’s program (social, emotional and academic) for these students whose hearing levels range from severe to profound in degree.

Program features can include; Impedance Testing; Educational Hearing Evaluation/Hearing Aid Check/Distribution; Loaner Hearing Aid Bank; Parental Counseling; In-service for teachers and parents/staff development training; TDD (Telephone Service for moderate to profoundly deaf students, Behavioral Management Systems, FM/BTE amplification systems, Transitional/Vocational Programming at a secondary level; Sign language interpreter, if indicate; Total communication which includes auditory training, speech reading, speech and
signing if indicated; sound field systems; cochlear implant follow-up and management.

**Deaf and Hearing Interpreter Services**
The primary goal for including sign language interpreter support in the IEP and the Communication Plan is to maximize student participation in general education. The Interpreter program provides sign language interpretation of information presented in general education classes for deaf and hard of hearing students who need assistance. Interpreter services may range from one class to full-time depending on the student’s inclusion in general education classes.

Interpreter service can also be provided for use when deaf or hard of hearing parents participate in evaluation/reevaluation process, IEP, and teacher conferences. Interpreters are also provided for the following areas: Any general education classes or special program where the student requires sign language interpretation. Program features include part-time or full-time interpreter service; availability in elementary, secondary, and vocational settings; sign language interpreting is available for report card conference, parent meetings and school activities.

**Audiological Evaluations**
Audiological evaluations are completed by a certified audiologist located in the student’s area of residence. Since PDLCS is a charter/cyber setting serving children from all over the state of Pennsylvania, the Special Education Director is responsible for locating and contracting evaluative services as well as ongoing support services.

1. Send a “Permission to Evaluate” form to parents after a student has been referred by PDLCS and the Educational Audiologist and Supervisor have reviewed the student’s clinical audiogram. When completing the “Permission to Evaluate” form, the following is included for accurate reference to audiological evaluations:

   An Educational Functional Hearing Assessment which may include the following: Functional Listening Evaluation, Auditory Assessment, Language Assessment, Speechreading Assessment, Phonological Assessment, Observation, Parent and Teacher Input, and review of auditory and academic records.

2. Multidisciplinary Evaluation (MDE)/Evaluation Report (ER) – this evaluation and report is completed and signed within 60 calendar days of the Permission to Evaluate form being returned. Each member of the team, which may include the Teacher of the Deaf/Hard of Hearing, the
Speech and Language pathologist, the classroom teacher, the school counselor, the principal, the school psychologist, the LEA and the parent is involved in sharing the following:

a. Educational, social and physical history
b. Summary/interpretation of diagnostic assessment
c. Strengths of the student
d. Degree of need of the student
e. Information from the parents about home and from the teacher about the classroom

3. Invitation to the IEP Meeting – this form is sent to the parents after the evaluation has been completed and circulated.

4. IEP – a meeting is held and an IEP is developed and reviewed every year. This provides information on the student’s strengths and needs, and lists annual goals. The specially designed instruction that will be utilized is also listed. Parental involvement in this process is critical.

5. Notice of Recommended Educational Placement (NOREP) – This form, signed by parent/guardian, is an agreement or disagreement that the student is eligible for support services in one or more of 12 possible eligibility categories the eligibility category for students with hearing impairments is Deaf/Hard of Hearing Support.

Communication Plans
A Communication Plan is a required component of an IEP for any student with a hearing loss who is receiving a service, support, or activity from an audiologist, and or teacher of the deaf and hard of hearing. That means, any student who is in the disability category, “Deaf/Hard of Hearing” must have a Communication Plan under Pa Code Chapter 14. NOTE: PDLCS is aware that Pa Code Chapter 711 does not require charter schools to have Communication Plans. However, PDLCS develops and implements Communication Plans as it reflects best practice to do so.

For Whom Does The Communication Plan Need To Be Completed?
If the IEP team has identified the student as deaf, hard of hearing, or deafblind, and has checked the accompanying box in the Special Consideration section of the IEP, then a communication plan must be developed. In other words, a communication plan needs to be completed for any student with a hearing loss who is receiving a service, support, or activity from an audiologist and/or teacher of the deaf and hard of hearing and is being considered for – or has an IEP.
**Who Completes The Communication Plan?**
The entire IEP team, including the educational audiologist, teacher of the deaf, and educational interpreter provides input for completing the plan. Parent(s)/Guardian(s) are vital members of the IEP team and should be active in the process of completing the communication plan; they have valuable information regarding their child’s current communication and language levels, as well as areas of need. The LEA needs to make every attempt to schedule the IEP meeting at a time and location that is reasonably convenient for the parent. If a parent cannot attend the IEP meeting, it should be appropriately documented and the team needs to obtain parent input through phone calls, written communication or home visits.

**When Is The Communication Plan Completed?**
The IEP team completes the communication plan at the IEP meeting. It is permissible for team members to bring data and pertinent information to the IEP meeting to facilitate the completion of the plan. It is strongly recommended that the plan be completed when the IEP team addresses the Special Considerations Section on the IEP and/or develops the Present Levels of Academic and Functional Performance – at the beginning of the meeting so that the team can consider the appropriate communication and language needs of the student. Since this documented information drives the development of the IEP each year, it is critical to discuss the student’s communication needs early in the IEP process.

Note: Copies of the Communication Plan and the annotated communication plan are available on the PaTTAN website at www.pattan.net.

**Specially Designed Instruction Tips**

- Reduce background noise as much as possible. Eliminate extra noise such as fans or background chatter.
- Keep hands, books, and papers away from your face.
- Face the student at all times when speaking.
- Get the student’s attention before giving assignments or announcements.
- Don’t ask the student if he can hear. A child with a hearing loss may be able to hear you speak but may not understand what you are saying.
- Check for understanding frequently, but don’t use yes/no questions.
- Rephrase a question or statement instead of just repeating it.
- Make assignments and any new and unusual words visible in writing.
When using a video, be sure that to activate close-caption.

Do not require a student with a hearing loss to complete a worksheet during a video. The student is not able to watch the program and write at the same time. Instead, allow him to complete the worksheet after the program is finished.

Do not give oral tests to students with hearing loss.

Remember that the child with a hearing loss may tire easily and appear inattentive because he must expend more energy watching and listening to what is being said.

Become familiar with the proper use of any assistive listening devices used by the student.

**Blind and Visually Impaired Support**

Services are provided to students with visual impairments who have reduced acuity or field loss that affects their educational performance. Specialized support allows students to function within the regular educational setting and provides teachers with strategies to enhance instruction. Services may be direct or consultative and are provided in collaboration with the student’s educational team after diagnosis of vision impairment by a certified physician.

Specialized instruction may include: self-advocacy skills; Braille instruction; use of specialized technology devices; computer access; use of optical devices; career skills; and mobility training. Braille, large print material, and audio texts are provided by PDLCS.

Students are instructed in the following areas: efficient use of residual vision, Braille instruction, Braille reading/writing, listening skills, concept development, sensory motor skills, use of optical low vision devices, screen access software and technology device training. They also receive instruction in the following expanded core curriculum areas: social interaction skills, daily living skills, career skills, and orientation/mobility training.

Program features Functional Vision Assessments, Learning Media Assessments, Orientation and Mobility Assessment and Instruction, Taped textbooks/Braille/Large print materials, consult and training for assistive technology, Literary Braille and Braille Math instruction, adaptive equipment (brailleers, digital playback devices, etc..), training in use of optical and non-optical aides, strategies for classroom modifications, material adaptations and instruction, career awareness and pre-vocational instruction, school nurse consultation, support and consultation to teachers, communication with parents and families, communication systems for students with additional disabilities, coordinated professional development program, team planning and participation in IEP development.

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Assistive Technology Devices

Personal Hearing Aides
Personal hearing aids, either traditional or surgically implantable, are considered to be personal medical devices that are obtained, provided and maintained by the student’s family through the Pennsylvania Medical Assistance Program or private health insurance.

Routine listening checks are performed by the Teacher of the Deaf/Hard of Hearing for students wearing personal hearing aids during scheduled Hearing Support time, as indicated on the IEP. The Teacher of the Deaf/Hard of Hearing insure proper hearing aid function by performing light troubleshooting and informal listening checks of personal hearing aids with use of a listening stethoscope, battery tester and supplies for cleaning ear molds. Minor repairs may be reported to the Educational Audiologist for correction. Extensive malfunctions or ear mold problems are reported to the parents for repair or replacement trough their private insurance and Clinical/Dispensing Audiologist.

An electro-acoustic evaluation of personal hearing aids is available, if indicated, by the Educational Audiologist.

Replacement of Hearing Aid Batteries
The student's family is responsible for routine replacement of personal hearing aid batteries. Students who qualify for the Pennsylvania Medical Assistance Program may obtain batteries at a participating pharmacy with a doctor's prescription. Extra batteries should be available to these students during the school day, if the need arises. As PDLCS is a cyber learning environment and the students are not in a school with a nurse who can monitor battery supply, the school nurse will contact parents monthly to inquire about available extra batteries as well as the expiration date of the batteries.

Assistive Listening Devices, beyond a personal hearing aid such as, Personal FM Systems or Individual Soundfield Systems, are provided and maintained by PDLCS. They are monitored by the Hearing Support Teacher and the Educational Audiologist (generally through an Intermediate Unit) in the same manner as the personal hearing aids. Repairs and replacement of batteries and ear molds are referred to the Audiologist on an as needed basis. Each personal FM system also receives at least an annual evaluation and repair if indicated, which is usually conducted during the summer vacation to prepare the device for the new school year.

Revised March 2019
Supports for School Personnel
PDLCs staff works in the office on a daily basis. Communication between regular education teachers and special education teachers happen on a daily basis specifically during shared collaboration time. This section of the IEP indicates required training those staff and services providers may need in order to provide an effective education to a particular student. Training may include but are not limited to:

- Training on a communication device
- Training on understanding a particular syndrome
- Training on a mental health diagnosis
- Training from a related services provider on how to implement certain strategies within the classroom

Gifted Support

Under Chapter 711 Cyber Charter Schools are not required to offer Gifted Education. PDLCs chooses to not offer formal gifted education but instead enhances and enriches the general education curriculum with the opportunity to accelerate.

Extended School Year (ESY)

Extended School Year services are special education and related services that are provided to students with disabilities beyond the 180-day school year. Every student who is eligible for special education has an IEP that describes the programs and services necessary of the student to receive FAPE. ESY must be considered each year for every student with a disability. Students who are graduating must still be considered for eligibility for the subsequent summer. PDLCs would issue the regular high school diploma and NOREP/PWN exiting the student from special education at the completion of ESY.

Timeline

Armstrong Target Group: Students with severe disabilities, such as autism/pervasive developmental disorder, serious emotional disturbance, severe intellectual disabilities’, degenerative impairments with mental involvement, and sever multiple disabilities are in this group.

Parents of students in this target group must be notified by PDLCs of the annual review meeting to encourage their participation – use the Invitation to IEP form

The IEP annual review meeting must occur no later than February 28th of each school year for students in this target group

The NOREP shall be issued to the parent no later than March 31 of the school year for students in this target group.

Revised March 2019
If a student in the Armstrong Target Group transfers into PDLCS after the dates of February 28 or March 31, and the ESY eligibility decision has not been made, the eligibility and program consent must be determined at the IEP meeting.

Students whose disabilities are not in the target group will not be held to the same timelines; however determinations must be made in a timely manner.

Sources of Information
The IEP team makes its decision about providing ESY services by examining data that have been collected throughout the school year, including before and after scheduled breaks in the school year. The team also reviews input provided by teachers, parents, or other members of the IEP team. Reliable sources of information could include:

- Progress toward goals on consecutive IEPs
- Progress reports maintained by educators, therapists, and others having direct contact with the student before and after interruptions in education.
- Reports by parents of negative changes in adaptive behaviors or in other skill areas
- Medical or other agency reports indicating degenerative-type difficulties that become exacerbated during breaks in educational services
- Observations and opinions by educators, parents and others
- Results of tests including criterion-referenced tests, curriculum-based assessments, ecological life skills assessments, and other equivalent measures.

Seven Factors to Consider for Determination
There are seven factors that the IEP team MUST consider to determine if a student is eligible for ESY services. However, no one factor by itself can be used to determine eligibility for ESY services.

1. **Regression** – whether the student reverts to a lower level of functioning as evidenced by a measurable decrease in skills or behaviors that occur as a result of interruption in educational programming.
2. **Recoupment** – whether the student has the capacity to recover the skills or behavior patterns in which regression occurred to a level demonstrated prior to the interruption of educational programming.
3. **Regression/Recoupment** – whether the student’s difficulties with regression and recoupment make it unlikely that the students will maintain the skills and behaviors relevant to the IEP goals.
4. **Mastery** – the extent to which the student has mastered and consolidated an important skill or behavior at the point when educational programming would be interrupted.
5. **Self-sufficiency** and **Independence** – the extent to which a skill or behavior is particularly crucial for the student to meet the IEP goals of self-sufficiency and independence from caretakers.

6. **Successive interruptions** – the extent to which successive interruptions in educational programming result in a student’s withdrawal from the learning process.

7. **Severity of disability** – whether the student’s disability is severe, such as autism, serious emotional disturbance, severe intellectual disabilities, degenerative impairments with mental involvement and severe multiple disabilities.

**Four Steps for ESY Decision Process**

1. Gather information regarding student progress toward IEP goals, particularly before/after breaks in the school schedule.

2. Make the determination regarding ESY eligibility at the IEP team meeting, reviewing the seven factors explained previously.

3. Document the ESY determination on the IEP format.

4. Issue a NOREP if:
   a. Proposing to add ESY services to an IEP that previously did not have it
   b. Deleting the provision of ESY services from an IEP that previously did have it
   c. Refusing to initiate the provision of ESY services requested by the parent

**Note:** When considering ESY for any student, the IEP team must consider data collected during the previous year(s) to determine the student’s need based on regression and recoupment. After a three month summer break it is reasonable to expect that, after eight weeks of instruction and re-teaching, the student should have regained or recouped last spring’s performance levels. It is common that there-teaching time be equal to the length of the break. If data shows that this is not the case, a regression/recoupment problem may exist.

**IEP Components**

The IEP must contain a description of:

- The type of ESY service (e.g., instruction by the special education teacher)
- The location where the service will be provided (e.g., student’s home, student’s school)
- The frequency of the service (how frequently the ESY service will be provided to the student -e.g., 30 minutes/day, 5 days a week)
- The projected beginning date (e.g. 7.7.13)
- Anticipated duration of service (when the service will end – e.g., 8.5.13)

If the IEP team has determined that ESY is necessary for the provision of FAPE, the team must specify the annual goal(s) and objectives to be addressed in the ESY services. This can be done by writing out the measurable annual goal(s) and short term objectives or by referencing the specific goal(s) and objectives under Section V of the IEP.

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Delivery of ESY
The IEP team must determine the appropriate service delivery model based on the needs of the individual student. School districts are not required to create new programs merely to provide ESY in an integrated setting if they do not provide services at that time for students without disabilities.

ESY services may be one-to-one or group instruction. Services may be delivered in:
- The student’s home
- In the community
- In a school classroom setting

Provider of service may be the district of residence or a contracted agency to provide services outside the boundaries of the school district.

ESY services may include:
- “take home” instructional materials
- Behavioral or other training for parents or program staff
- Itinerant teacher and/or related service provider services
- Consultation
- Tutorials
- Services contracted through community of outside agencies
- Online programs to address academic goals
- Work experience/social skills in the community

Disagreement of ESY Determination
If the IEP team, which includes the parents, cannot reach an agreement on the determination of eligibility and/or provision of ESY services, then the school district must issue the NOREP along with the Procedural Safeguards Notice to the parents explaining the IEP team’s decision.

If the parents still disagree, then they may respond to the NOREP with a letter stipulating their concerns, request another IEP team meeting, request free mediation services, or request a due process hearing. Mediation services use a neutral, specially-trained mediator who meets with both sides and helps both parties reach an agreement. A due process hearing is held before an impartial hearing officer who listens to both sides and then makes a decision.

IEP Invitations
Invitations to the IEP meetings must be sent 10 days prior to the IEP meeting and include directions for logging into classroom and calling in on conference line.

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1. Complete the Invitation in IEP Writer
2. Print out 2 copies of invitation, 3 ring hole punch 1 copy.
3. Place in folder in Special Education Assistance mail box to be mailed out and tracked.
4. Special Education Assistance will file a copy on the permanent record file.

**Permission to Excuse:** There may be instances when no regular education teacher can attend the IEP meeting for a student. In that situation, it is necessary for the assigned SPED teacher to ask the parent(s) and/or age-appropriate student if the regular education teacher can be “excused” from attending the meeting. The SPED teacher needs to explain to the parent(s) and/or age-appropriate student whether the area of instruction that the teacher is responsible for (i.e., language arts, math, science, etc.,) needs to be discussed or omitted from the IEP team meeting. If the parent(s) and/or age-appropriate student agree that the teacher can be excused, the SPED teacher completes the Permission to Excuse form, which indicates the name of the teacher and the area(s) of instruction that person, teaches. The SPED teacher checks off the box to indicate whether the area(s) of instruction that the teacher is responsible for will, or will not, be addressed during the IEP meeting. The Permission to Excuse form is sent home for the parent(s) and/or age-appropriate student’s signature(s).

**IEP Timeline and Roles**

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- The IEP meeting must occur outside of 10 days of the ER/RR meeting, but no later than 30 days from the date of the ER/RR report.
- If the IEP meeting is held within 10 days of the ER/RR, a waiver must be signed by the family.
- Services stated in the IEP must be implemented no later than 10 school days of its completion.

Revised March 2019
Meeting – Order of IEP Meeting

Meetings are held in live conference room. Special Education teachers are responsible for: 1) sending all participants directions and links for logging in to the live conference rooms, 2) booking the conference room. 3) bring the students’ progress report 4) facilitating the meeting in the order provided below.

Steps for Meeting
1. Introductions and Roles
   “Hello, my name is _____________. I am (student’s name) special education teacher. I would like each of you to introduce yourself as you would like to be addressed and have you state your role in this meeting.”

2. Purpose
   “The purpose of today’s meeting is an annual, or yearly, IEP for (student’s name). We will review (Student’s name) present levels of performance, which include assessment results, strengths, and weaknesses, concerns of team members, progress toward goals, proposed goals, placement options, and services needed to access the educational program.”

3. Parent’s Rights
   “Here is a copy of your Parent’s Rights. Please remember that it is very important that you are actively involved in the educational planning for your child. If you ever have questions or concerns about (student’s name) IEP, please contact me. If we need to we can schedule a review of the IEP to bring the team back together to discuss your concerns or address your questions, we can do that.

4. Agenda
   “We will proceed through the IEP in the following order: (Use the IEPAgenda handout3). We will discuss present levels of performance, followed by the review of and establishment of goals. We will then determine appropriate placement and services. We will finish the meeting by reviewing what we agreed upon and any actions that need to be followed up with.” (To parent) “What discussion items would you like to add to the agenda?”

5. Ground Rules
   “In order to work as an effective team, it is important that we all agree to practice the following ground rules:

   3 IEP Agenda located as Appendix A.

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- Communicate clearly and listen carefully
- Respect the views of others
- Share your views willingly
- Ask and welcome questions
- Be open to ideas and views presented
- Honor time limits and stay on task

“If issues come up that cannot be resolved through brief discussion, we will place them in the “parking lot” to be addressed again later in the meeting or at another meeting if necessary. This will ensure that we are able to get through each of the items on the agenda in a timely manner.”

“Decisions are made through CONSENSUS: A consensus decision involves building agreement by the whole group on a course of action. Although individual members may feel that other choices may be better for one reason or another, a consensus is built when all members come together on the final choice. Can you live with it and will you support it?”

“We will begin by reviewing the current IEP and current progress on goals. We will then discuss goals for the new IEP and SDI to support the student’s progress.”

6. **Review and Develop 8 Sections of the IEP Document**
   a. Review Cover page for accurate demographic information.
   b. Review signature page as reflecting attendance to the IEP meeting.
   c. Share the purpose of Procedural Safeguard’s document and signature.
   - Section I – Read through list of six special considerations. (“Since ‘yes’ is checked, that means that the IEP will address this need specifically”)
   - Section II - Present Levels of Academic Achievement and Functional Performance-Progress reports will be reviewed at this time.
     a. Present Levels of Academic Achievement Review results of academic and/or functional living skills. (Remember, every goal must have baseline data in the present levels. Review how the student is performing in the general education curriculum; in relation to their peers. Include current instructional levels, description of permanent products, and work completion. Describe strategies or interventions applied and their results. Describe additional or alternate instructional materials/time/personnel.
     b. Present Levels of Functional Performance: (information of any functional assessments – these are related to daily living [hygiene, dressing], consumer skills, community-based instruction, transportation, personal safety, and social appropriate behavior (FBAs).
c. Present levels related to current post-secondary transition goals if the student’s age is 14. (results of formative assessments, curriculum-based assessments, progress toward current goals).

d. Parental concerns for enhancing the education of the student.

e. How the student’s disability affects involvement and progress in the general education curriculum. (Remember to write about the PRESENT – what accommodations are bridging disability and curriculum? Are all SDIs and accommodations currently in IEP effective and still necessary?

f. Strengths

g. Academic, developmental, and functional needs related to student’s disability (This area should demonstrate the need for continued services if appropriate.)

- Section III – Transition Services (ages 14 and older) The IEP team will look at present education levels, the students survey results, and discuss post-secondary goals. The team will develop activities to support the goals, and ensure alignment between the Present Education Levels, the transition grid, goals, and the SDIs.

- Section IV – Participation in State and Local Assessments- Team will discuss which test the student will take based on grade level. They will determine if the student qualifies for an alternative assessment based on criteria set for from the PASA office. The team will look at the Supplementary Aides and Services in place for the student to be successful and determine if accommodations need to be put into place during the administering of the test to allow the student to be successful.

- Section V – Goals and Objectives (Objective benchmarks are only required if the student qualifies for services under the disability category of Intellectual Disability) what do we want the student to know and do a year from now? Review proposed goals and benchmarks (if appropriate) as related to Pennsylvania state standards. “We need to write goals that are measurable so we all know when it is accomplished. Also the goals are based on assessment; they should be reasonably calculated that they are obtainable.” If parents request a goal that the team feels it is not obtainable, then discuss and perhaps break it down into smaller parts so the parent understands we are all moving in the same direction.)

- Section VI – Special Education/Related Services/Program Modifications (as determined by your Supplementary Aids and Services Toolkit4 and based on Evidenced-Based Practice (EBP)

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4 Supplementary Aids and Services is defined as aids, services and other supports that are provided in general education classes or other educationally related settings to enable students with disabilities to be educated with non-disabled students to the maximum extent

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h. **Program Modifications and Specially Designed Instruction**  
i. **Related Services** are those services necessary for a student to benefit from his or her instructional program. SL, OT, PT, Counseling, transportation, etc. The level of support service delivery models, etc. will vary depending on what base support the student already has in their program. Methodology is typically left up to the district.

j. **Supports for School Personnel** (resource material, training, equipment)

k. **Extended School Year (ESY):** Determination of Eligibility made given the ESY review of data and factors.

- Section VII – Educational Placement (Discuss continuum options)  
  A. Questions for IEP Team  
  B. Type of Supports  
  C. Location of student’s program

- Section VIII- Penndata Reporting  (be sure to include SDI’s that reflect time out of general education classroom as well as related services.

7. Review summary of notes taken during the meeting (Are there any questions or comments about this area? Do we have agreement on the items discussed?” Ask the parent/guardian if they have any concerns relevant to their child’s education, and if so, discuss those concerns to ensure that the parent has provided “meaningful input.”)

8. Clarify next scheduled review date (remind participants that they may call an IEP team meeting at any time).

9. Sign, package and give to Special Education Assistant to enter into tracking systems and mail.

**Disability Category**  
A student’s disability category is determined primarily by a school psychologist as a result of an evaluation. The disability category should not be featured in the student’s IEP. These categories may not be changed by the IEP team. The student’s disability category communicates to the state which category the student qualifies as an IDEA-eligible child.

1. Autism  
2. Deaf-Blindness  
3. Deafness  
4. Emotional Disturbance

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appropriate.

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5. Hearing impairment
6. Intellectual disability
7. Multiple disabilities
8. Orthopedic impairments
9. Other health impairment
10. Specific learning disability
11. Speech of language impairment
12. Traumatic brain injury

Type of Support
These two options are determined by the IEP Team upon initial entry into the system of special education. That is, the IEP team considers the Evaluation Report and agrees on Type and Amount of support required to provide FAPE. Beyond the initial development of the IEP, changing the Type warrants an RR.

Continuum of Educational Placement – LRE
The frame within which placement determinations begin is the regular educational environment. If a child can be satisfactorily educated in that setting (with needed supplementary aids and services), then the general education class is that child’s LRE. Placing this child in a segregated class or separate program would directly violate the LRE provisions in IDEA.

However, the IEP team may determine that the child cannot be educated satisfactorily in the regular education classroom, even when supplementary aids and services are provided. An alternative placement must then be considered.

This is why schools have been, and still are, required to ensure that “a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services” [§300.115(a)]. These placement options include:

- instruction in regular classes,
- special classes,
- special schools,
- instruction in hospitals and institutions.

Provision must be made for supplementary services, such as resource room or itinerant instruction, in conjunction with regular class placement [§300.115(b)].

Having a continuum of placements available “is intended to ensure that a child with a disability is served in a setting where the child can be educated successfully in the LRE” (71 Fed. Reg. 46587). It also reinforces the importance of the individualized inquiry in determining what placement is the LRE for each
child with a disability. As such, the requirement for a continuum of alternative placements supports the fact that determining LRE must be done on an individualized basis, considering “each child’s unique educational needs and circumstances, rather than by the child’s category of disability, and be based on the child’s IEP” (71 Fed. Reg. 46586).

However: Placement is not an “either/or” decision, where children are either placed in a regular education classroom or they’re not. The intent is for services to follow, or go with, the child, not for the child to follow services. Schools must make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

I – Special Considerations
These six questions help to frame the IEP document.

II - Present Levels

Standards-based Present Level of Performance (PLOP)
The development of every IEP begins with a statement describing the student’s present levels of academic achievement and functional performance (PLOP). However, this statement frequently has no connection to the grade-level expectations for all students. In a standards-based IEP process, the PLOP clearly indicates how the student is performing related to the standards for the student’s enrolled grade. The PLOP information should include the student’s most recent performance on all state and district-wide assessments. This information is then used to determine what state standards the student has achieved and what standards remain to be accomplished. Determining the gaps between the student’s current level of academic achievement and the expectations for grade-level performance provides a clear picture of what needs to be accomplished in the coming year.

SUMMARY OF THE PLAAFP DISCUSSION AND DOCUMENTATION:
The PLAAFP is the “heart” of the IEP.

- This is the place where every member of the IEP Team can have input in determining the best decisions for each student.
- This is the place that an IEP Team should debate pros and cons of certain decisions, and make their decisions based on the best information available to them.
- This is the place to ensure as much as possible that the student gets an IEP that is focused on his/her individualized needs.
• This is the place for sorting through possibilities and choosing weaknesses and issues to work on that are top priority and make sense for that student at that particular time.
• Finally, the PLAAFP is also the place where discussion and documentation happens to make sure that the major components of the IEP (goals, accommodations, programming and services), and all linked to the student’s unique impairment/s.

III - Transitional (Secondary) Planning

Secondary Transition is the process of preparing students for adult life after they leave high school. Transition planning begins at age 14, or younger if determined appropriate by the IEP team, as students consider their goals for the time after graduation through career awareness exploration activities. The transition process continues through high school as academic instruction and community experiences help clarify and support students’ goals. The entire process is based on individual student’s needs, taking into account each student’s strengths, preferences, and interests.

Transition can be thought of as a bridge between school programs and the opportunities of adult life, including higher education or training, employment, independent living and community participation.

IV - State testing - Accommodations and Modifications

Accommodations provide different ways for students to take in information or communicate their knowledge back to you. The changes basically don’t alter or lower the standards or expectations for a subject or test. Preferred seating in the front of the class for a child with attention issues is an example of an accommodation. Through the child’s Individualized Education Program (IEP) or 504 Plan, classroom accommodations may be formally developed. In addition, some general education teachers agree informally to make accommodations for kids in their classes.

V - Goals and Objectives

Standards-based Annual Goals

Using the PLOP statement as a roadmap, the IEP team develops annual goals that are individualized for the student and designed to move the student toward proficiency on grade-level standards. Goals should be prioritized, clearly indicating the skills and
knowledge most important to long-term academic success. In many cases, the goal will require the student to make more than one year's progress in an academic school year in order to close the gap. Goals should also include the development of "access" skills — skills that will allow the student to access grade-level materials, sometimes in different ways. Lastly, as explained in one state's guidance on standards-based IEPS, "A student's goals … on an IEP should not be a re-statement of a standard or a curriculum goal, but rather a statement that reflects the necessary learning that will lead to attaining the standard."

Measurable annual goals set the general direction for instruction and assist in determining specific classes, experiences, and skills a child or youth will need to reach his or her vision. There is a direct relationship between the measurable annual goal and the needs identified in the PLAAFP. Measurable annual goals are descriptions of what a student can reasonably be expected to accomplish within a 12-month period with the provision of special education (specially designed instruction) and related services.

When selecting areas of need to address through annual goals, the IEP team’s focus should be on selecting goals from the most highly prioritized needs from the PLAAFP. For curricula needs, the IEP team should consider identifying goals from the standards and benchmarks of the local district or from the Pennsylvania Department of Education. To accomplish this, it is necessary that the student’s performance be measured against the district or state standards, benchmarks, and indicators. As districts develop assessments to measure their standards, all students need to be included in assessments to measure standards.

Measurable annual goals must be related to meeting the student’s needs that result from the disability and to enable the student to be involved and progress in the general education curriculum. Annual goals are not required for areas of the general education curriculum in which the student’s disability does not affect their ability to be involved and progress in the general education.

4 Critical Characteristics

There are four critical characteristics of a well-written goal: It is meaningful, measurable, able to be monitored, and useful in making decisions.

1. When a goal is written it must be stated so it is meaningful. The —meaningful determination is made by considering a number of factors such as:
   Whether the skill the goal represents is necessary for success in current and future environments; whether the family believes the accomplishment of the goal

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is important; and whether the goal specified a level of performance and an expectation that is reasonable.

2. Goals must be measurable. They must reflect behavior that can be counted, observed, and operationally-defined.

3. Goals must be able to be monitored. There are multiple increments in performance between the present level of academic achievement and functional performance and the criteria stated in the measurable annual goal. The goal should be written so it can be monitored frequently and repeatedly to determine whether the child or youth is progressing. Monitoring the goal involves the collection of data which can be used to determine the effectiveness of the individualized education program.

4. Finally, goals are useful in making decisions regarding a child or youth’s education. Appropriate changes may be made to the IEP in order to ensure effective teaching strategies and continued progress.

4 Critical Components

1. Timeframe is usually specified in the number of weeks or a certain date for completion. A year is the maximum allowed length for the timeframe.
   - In 36 instructional weeks…
   - By November 19, 2008…
   - By the end of 2008-09 school year…
   - By the end of the IEP year…

2. Conditions specify the circumstances that prompt the child’s performance of an observable behavior. Conditions are dependent on the behavior being measured and involve the application of skills or knowledge.
   - When presented with 2nd grade level text…
   - Given a mixed 4th grade level math calculation probe…
   - Given a story prompt and 30 minutes to write…
   - Conditions may also integrate a related service:
     - Given appropriate equipment……
     - Given assistive technology……
     - Given a pencil grip……

3. Behavior clearly identifies the performance that is being monitored, usually reflects an action or can be directly observed, and is measurable.
   - Sarah will read…
   - Claude will write the correct solutions…
   - Mary will score…
   - Tom will participate in the group…
   - Jane will indicate her wants and needs…..
   - Chris will write….
4. Criterion identifies how much, how often, or to what standards the behavior must occur in order to demonstrate that the goal has been reached. The goal criterion specifies the amount of growth the child or youth is expected to make by the end of the annual goal period.
   - 96 words per minute with 5 or fewer errors in 6 out of 9 attempts
   - 85% or more correct for all problems presented in 9 out of 9 attempts

- Earning 4 or better when graded according to the 6-trait writing rubric in 3 out of 4 attempts. Well-written measurable annual goals will pass the —Stranger Test. This test involves evaluating the goal to determine if it is written so that a teacher who does not know the child or youth could use it to develop appropriate instructional plans and assess the child or youth’s progress.

- The number of goals addressed in the IEP depends on the child or youth’s needs. Prerequisite skills, immediate needs and general applicability are all factors to consider when establishing priorities. Parents, teachers, and students are essential sources of information when setting priorities.

- If the child or youth needs accommodations or modifications in order to progress in an area of the general education curriculum, the IEP does not need to include goals for that area; however, the IEP would need to specify the needed modification and accommodations.

**Progress Monitoring**

During the Annual IEP team meeting, the IEP determines who will be responsible for monitoring the annual goals and objectives. Once the meeting concludes and the IEP is finalized, the special education teacher creates a data collection form. They form is placed in a calendar event and places on the person who is responsible for collecting the data.

The teacher are then responsible for completing the progress monitoring data collection sheet on the designated day and submits it to the special education teacher.

The special education teacher then enters the data into the progress monitoring tracking system and determines if the student is making progress or if interventions need to be put into place, which can result in opening the IEP for revisions, or reconvening the IEP team for a meeting.

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Progress reports are mailed home quarterly to parents (unless specified differently in the IEP)

Progress monitoring graphs are reviewed at each IEP meeting, during the present levels to lead a discussion on the student’s progress, and current academic and functional levels.

**VI - Special Education Provisions**

**Special Designed Instruction – Accommodations and Modifications**

Specially Designed Instruction (SDI) in its simplest form is “what the teacher does” to instruct, assess, and re-teach the student.

Accommodations are adjustments to make sure students have equal access to curriculum and a way to be successful. Accommodations to be used for classroom instruction and testing are generally defined in a student’s IEP, although this is not a required component of a student’s IEP as specified by IDEA. When using accommodations, students with identified disabilities are expected to meet the same standards set for all students. For example: Students with a specific learning disability can learn the same material as others in the class but in a different way. A child with delayed reading skills can participate in class discussions about a novel if she’s listened to the audio tape version of the book.

Accommodations also offer a way for students with disabilities to demonstrate what they’ve learned. For example: A child with poor writing and spelling skills may use assistive technology - a voice recorder or word processor - rather than struggle with pencil and paper to do her report about a famous person in history.

Teachers can also set conditions to increase their chances of success. For a child who's easily distracted by background noise, an accommodation that might be offered is noise canceling headphone.

**Modifications**, on the other hand, mean that the curriculum and/or instruction is changed quite a bit. When modifications are made, kids with disabilities are not expected to master the same academic content as others in the classroom.

A child who can’t learn the twenty-word spelling list every week may learn only ten words. This results in different standards for mastery - half the number of words as kids without a disability learn weekly.

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A fifth-grade child with a severe math disability who isn't ready to learn fractions and decimals may still be working on addition and subtraction. This means that **his instructional level has changed significantly** - second-, not fifth-grade instruction - from that of other kids in his classroom. So, **grades do not necessarily tell parents the full story**; it's important to find out whether your child is achieving these grades in the standard curriculum for his grade level, or in a modified curriculum.

**A - Specially Designed Instruction, Accommodations/Modifications**

*SDI should reflect incorporate the use of flexible tools for demonstrating knowledge and skills*

**Standards and Anchors**

The **WHAT** of education for all students

**Specially Designed Instruction:**

The **HOW** of education for students with disabilities

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Specially designed instruction means adapting, as appropriate to the needs of an eligible child, the content, methodology, or delivery of instruction—

- To address the unique needs of the child that result from the child’s disability; and
- To ensure access of the child to the general curriculum, so that the child can meet the educational standards within the jurisdiction of the public agency that apply to all children.

SDI may involve any aspect of the student’s instruction, including materials, techniques, assessments, and activities.

EXAMPLES of SDIs

- Digital/audio versions of social studies and science text books.
- Access to online (auditory) glossary in content area texts
- Instruction in use of outlining/concept mapping software
- Teacher-made graphic organizers and templates for organizing information prior to each unit
- Checklists and guides for note-taking
- Access to word processor in class for writing assignments greater than one paragraph in length
- Use of graphic organizers (partially completed initially, then fade)
- Graphic representations of word problem types/use of templates
- Use of rubrics to guide written responses to problems
- Pre-teaching related to describing and generalizing patterns
- Social studies and science text books with text modified using picture communication software.
- Highlight key vocabulary and relevant details in content areas texts
- Provide audio text or text to speech software with peer support
- Visual story map or detail template to support comprehension and sequencing.
- Chunking text into manageable sections for instruction
- Provide template/timeline to structure completion of activities
- Use of manipulatives
- Use of response boards and calculator
- Graphic representations of word problem types/use of templates
- Use of rubrics to guide written responses to problems
- Pre-teaching related to describing and generalizing patterns
How to consider areas that

**Scheduling.** For example,

- No times assessments
- breaking up testing over several days

**Setting.** For example,

- working in a small group
- working one-on-one with the teacher

**Materials.** For example,

- providing audiotaped lectures or books
- giving copies of teacher’s lecture notes
- using large print books, Braille, or books on CD (digital text)

**Instruction.** For example,

- reducing the difficulty of assignments
- reducing the reading level
- using a student/peer tutor

**Student Response.** For example,

- allowing answers to be given orally or dictated
- using a word processor for written work
- using sign language, a communication device, Braille, or native language if it is not English.

**VII Educational Placement**

**Questions for IEP Team**

These questions must be reviewed and discussed by the IEP team as they begin to determine the student’s educational placement. It is important to remember that the student’s parents must be part of any group that makes decisions on the educational placement of their child. The purpose for reviewing and discussing these questions is to ensure that the IEP team has given adequate consideration to placement of this student in the general education classroom with supplementary aids and services, prior to considering removal from the general education classroom. The IEP team’s discussion of these questions should be reflected in the answers to the next items on the IEP.

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Type of Support

Amount of Special Education Support

Amount of special education supports refers to the total amount of time in a typical school day that the student receives special education supports from special education personnel. Special education personnel refer to teachers and related service providers, and do not include services provided by paraprofessionals.

Type of Special Education Supports

Type(s) of special education supports are provided to a student based on the learning needs of the student. Special education support(s) may differ from the disability category used for determination of eligibility. For example, a student who has been diagnosed as having autism may receive learning support services if those services are appropriate to the needs of the student. In addition, a student may receive more than one type of special education support if appropriate as determined by the IEP team. There are nine possible types of support:

Autistic Support: Services for students with the disability of autism who require services to address needs primarily in the areas of communication, social skills or behaviors consistent with those of autism spectrum disorders. The IEP for these students must address needs as identified by the IEP team which may include, as appropriate, the verbal and nonverbal communication needs of the child; social interaction skills and proficiencies; the student’s response to sensory experiences and changes in the environment, daily routine and schedules; and the need for positive behavior supports or behavioral interventions.

Blind-Visually Impaired Support: Services for students with the disability of visual impairment including blindness, who require services to address needs primarily in the areas of accessing print and other visually-presented materials, orientation and mobility, accessing public and private accommodations, or use of assistive technologies designed for individuals with visual impairments or blindness. For students who are blind or visually impaired, the IEP must include a description of the instruction in braille and the use of braille unless the IEP team determines, after the evaluation of the child’s reading and writing needs, and appropriate reading and writing media, the extent to which braille will be taught and used for the student’s learning materials.

Deaf and Hard of Hearing Support: Services for students with the disability of deafness or hearing impairment, who require services to address needs primarily in the area of reading, communication accessing public and private accommodations or use of
assistive technologies designed for individuals with deafness or hearing impairment. For these students, the IEP must include a communication plan to address the language and communication needs, opportunities for direct communications with peers and professional personnel in the student’s language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student’s language and communication mode; and assistive technology devices and services.

Emotional Support: Services for students with a disability who require services primarily in the areas of social or emotional skills development or functional behavior.

Learning Support: Services for students with a disability who require services primarily in the areas of reading, writing, mathematics, or speaking or listening skills related to academic performance.

Life Skills Support: Services for students with a disability who require services primarily in the areas of academic, functional or vocational skills necessary for independent living.

Multiple Disabilities Support: Services for students with more than one disability, the result of which is severe impairment requiring services primarily in the areas of academic, functional or vocational skills necessary for independent living.

Physical Support: Services for students with a physical disability who require services primarily in the areas of functional motor skill development, including adapted physical education or use of assistive technologies designed to provide or facilitate the development of functional motor capacity or skills.

Speech and Language Support: Services for students with speech and language impairments who require services primarily in the areas of communication or use of assistive technologies designed to provide or facilitate the development of communication capacity or skills.

**Location of Student’s Program**

The IEP team is to list the name of the school district where the IEP will be implemented as well as the school building where the IEP will be implemented. The IEP team must also check if the school building listed is the student’s neighborhood school. The first
consideration for placement of the student is always the student’s neighborhood school, which is the school the student would attend if he/she did not have an IEP. If the student’s placement is not in the neighborhood school, the IEP team must indicate the reason. The first option is that the required special education supports and services cannot be provided in the neighborhood school. The next option is, “Other.” If “Other” is chosen an explanation must be provided.

**Notice of Recommended Assignment (NOREP/PWN)**

A NOREP is issued: (13 options)

- Proposes initial provision of special education and related services (For this action, the school may not proceed without your written consent in Section 8 of this document.)
- Refusal to initiate an evaluation (Must issue Procedural Safeguards Notice)
- Proposes to change the identification, evaluation or educational placement of the child or the provision of a free appropriate public education (FAPE)
- Refusal to change the identification, evaluation or educational placement of the child or the provision of a free appropriate public education (FAPE)
- Change of placement for disciplinary reasons (Must issue Procedural Safeguards Notice)
- Due process hearing, or an expedited due process hearing, initiated by school/district
- Graduation from high school
- Exiting special education
- Exiting high school due to exceeding the age eligibility for a free appropriate public education (FAPE)
- Refusal to change the identification, evaluation or a free appropriate public education (FAPE)
- Extended School Year (ESY) services
- Response to a request for an independent educational evaluation at public expense.
- Other

Based on 34 CFR 300.503(a)(1) and (2), written notice must be given to the parents of a child with a disability a reasonable time before the public agency:

- Proposes to initiate or change the identification, evaluation or educational placement of the child or the provision of a free appropriate public education (FAPE) to the child
- Refuses to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE to the child.
PDLCS may not provide services to a student who is new in the special education until the signed NOREP is received. The initial provision of services absent the signed NOREP is not legal.

**Behavior Intervention Plans**

Functional Behavior Assessments and Positive Behavior Support Plans (PBSP) for students qualifying for specialized instruction and supports under IDEA. Positive Behavior Support (PBS) is a process for understanding and resolving the problem behavior of children that is based on values and empirical research. It offers an approach for developing an understanding of why the child engages in problem behavior and strategies for preventing the occurrence of problem behavior while teaching the child new skills. Positive behavior support offers a holistic approach that considers all factors that impact a child and the child’s behavior. It can be used to address problem behaviors that range from aggression, tantrums, work refusal, and property destruction to social withdrawal.

**Step 1 – Build a Behavior Support Team**

Positive Behavior Support (PBS) begins by building a Behavior Support Team of key individuals and stakeholders who are most involved in the child’s life. The Special Educator may consider this team to be the IEP Team members, plus anyone else who may be critical to success of behaviors. Behavior Support Team members collaborate in multiple ways in order to develop, implements, and monitor a child’s support plan.

**Who is on the team?**

Potential team members include anyone who the family or teacher feels knows the child well and will be a part of the behavior support process. Parents and family are absolutely essential to the PBS teaming process. The goal is to create a team that represents all of the adults who will interact with the child in the natural environment. When that occurs, the team will be able to develop a Positive Behavior Support Plan that can be used across environments. Plans that are consistent across environments are more likely to be effective and new skills are more likely to be learned and generalized. Other potential members can include therapists, administrative staff, program consultants or resource professionals, and possibly even other key stakeholders (such as, extended care providers, individuals who transport the child or even medical professionals).

**When does the team meet?**

Typically, review and updating of PBSP goals correlates with the student’s IEP meetings. However, if PDLCS receives an IEP that is missing any reference or
Step 2 – Complete a Functional Behavior Assessment

Determining the function, or the purpose, of a student’s behavior is critical to identifying alternative behaviors that serve the same purpose, but are appropriate. Absent this knowledge, an IEP team cannot effectively develop and implement a Positive Behavior Support Plan that will guide adults and students to a new pathway of behaving. Therefore; Behavior Support Plans shall be based on Functional Behavior Assessments and include a variety of research-based techniques to develop and maintain skills that will enhance opportunities for learning. (Pa Title 22, §711.46; Pa Title 22, §14.133).

Who investigates and writes a student’s FBA?
The LEA contracts certified behavior analyst to conduct an FBA in the home setting or online. With the input from parents, regular education teachers, special education teachers, related services providers, school psychologist, and outside agencies if appropriate develop the FBA.

Note, however, if the student is having a formal evaluation completed by a school psychologist, it may be appropriate for the school psychologist to conduct the FBA and report a hypothesis.

Either way, the goal is to define clearly for the Behavior Support Team, the function of the targeted behavior.

When is the FBA reconsidered?
1. The LEA will contract and conduct an informal observation in the child’s home or online during live class time to determine if an FBA is warranted.
2. If there is no progress made, than the Behavior Support Team must reconsider the hypothesis of the FBA.
3. In Pennsylvania, a “change of placement” occurs when a student with a disability is removed for:
   - More than 10 consecutive school days, OR
   - More than 15 cumulative school days in a school year, OR
   - When school days 11-15 constitute a pattern of exclusion, OR
   - Even one school day for a student with intellectual disability
   - Up to 45 school days to an interim alternative educational setting for removed for violations involving drugs, weapons, or serious bodily injury.

   When a change of placement occurs, the LEA must: Conduct a FBA and develop a PBSP OR review and modify existing PBSP to prevent
reoccurrence of the behavior.

4. Immediately following a referral to law enforcement, for a student with a disability who has a Positive Behavior Support Plan, and updated FBA and PBSP is required.

**Step 3 – Develop a Positive Behavior Support Plan**

(See Board Policy, Positive Behavior Support for Exceptional Children)

Positive Behavior Support Plans (PBSP) are based on Functional Behavior Assessments and include a variety of research-based techniques to develop and maintain skills that will enhance opportunities for learning.

A Positive Behavior Support Plan should be written in easy-to-understand language and “fit” with routines, activities, and values of the family and teaching staff. When considering effective techniques to 1) modify the contextual influences of behavior (i.e. setting events and immediate antecedent events); 2) teach socially appropriate alternative skills; and 3) reduce problem behavior, positive techniques shall be attempted prior to the use of more intrusive or restraining measures and will also be monitored along with improvements in the student’s general health and well-being as a result of positive behavior support. A least to most intrusive hierarchy of strategies will be utilized.

Once a plan is constructed, the Special Educator is responsible for delegating responsibilities to the Behavior Support Team. The team will produce the various components needed to implement the plan. Components (such as reminder signs, checklists, and tip sheets) need to be easy to use and easy to remember, otherwise the plan will be difficult to implement with fidelity. The PBSP will be written within the context of the IEP, assuring a data is discussed with in the present education levels, goals will be written and SDI will include reinforces.

Prior to the implementation of a plan, everyone on the Behavior Support Team needs to understand the plan and agree that the strategies and approaches within the plan are appropriate. Begin implementation when all pieces of the plan have been developed. This includes a method for monitoring outcomes. Forms to monitor outcomes should be simple and user-friendly. The entire team should feel the outcomes that the team is measuring are of value. Progress monitoring will be done on a bi-weekly basis and reported to the parent quarterly.

**Who Should have a PBSP?**

Positive Behavior Support Plans shall be developed for all eligible students

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5 Note the verbiage “Positive Behavior Support Plan” (PBSP) and “Positive Behavior Intervention Plan” (PBIP). These terms reference the same document. Pennsylvania state code utilizes PBSP, but LEAs, teacher training and IEPWriter may use PBIP. PDLCS will reference this document as PBSP.

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whose behavior, as determined by the IEP team, impede his/her learning or that of others.

Who Writes the PBSP?
This plan is based on the results of the Functional Behavior Assessment (FBA). Positive Behavior Support Plans must include methods that utilize positive reinforcement and other positive techniques to shape a student’s or eligible young child’s behavior, ranging from the use of positive verbal statements as a reward for good behavior to specific tangible rewards.

1. If the student’s IEP from his/her previous school district indicates the need for a PBSP, the Special Educator assembles a Behavior Support Team. A PTR is issued to the parents and data is collected over at least a 10 day period. If the behavior indicated in the incoming behavior support plan is not observed and other behaviors not manifesting themselves, an RR is completed and the IEP process will take place removing the special consideration check mark for behaviors that impede his/her learning and that of others. If behaviors are observed and a behavior support plan is warranted, and PBSP will be issues.

2. A PBSP team meeting is scheduled and everyone working with the student (i.e., teachers, academic advisor, administration, etc.) is invited to review and provide alterations/additions, if needed, to the PBSP prior to implementation. The parent(s) and/or age-appropriate student is also be invited to the PBSP team meeting; however, if they cannot attend the meeting can go forward.

3. Once the PBSP draft has been approved by the student’s PBSP team, signatures are affixed and a copy of the plan is provided to the parent(s) and/or age-appropriate student for signatures. The student’s Special Educator contacts the parent(s) and/or age-appropriate student to review the PBSP prior to sending it home for signatures.

4. All members of the PBSP team are expected to review the final version of the PBSP, which is placed in the student’s Special Education file, and sign off on the plan.

Summary of Academic Achievement and Functional Performance (SAAFP)

Regulations about SAAFP?
As outlined in the Code of Federal Regulations, (34 CFR 300.305), since graduation qualifies as a “change in placement”, an evaluation is not required, but a “…summary of

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the child’s academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child’s postsecondary goals.”

For a child whose eligibility terminates due to aging out or graduation, PDLCS must provide the child with a summary of the child’s academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child’s postsecondary goals.

**Purpose of SAAFP**

The purpose of this form is to assist students with information regarding their academic achievement and functional performance. This summary must include recommendations on how to assist the student in meeting postsecondary goals. The SAAFP can serve as a “bridge” that addresses the next steps necessary to complete the transition process that has been ongoing for several years. It is recommended that the information contained within the SAAFP is part of ongoing secondary transition planning beginning at age 14 and that the student is knowledgeable of the content contained within this document prior to graduation.

If a student who is eligible under IDEA and is graduating or aging out (turning 21):

1) Special Educator will prepare a Summary of Academic Achievement and Functional Performance document directed to the student.
2) Special Educator will issue a NOREP/PWN recommending the student for graduation.
3) SAAFP is not required for students who exit under GED or Certificate of Attendance.

**Exiting a Student from All Special Education Services**

**Procedures & Checklist**

Most students are excited from all special education services under three circumstances. First is when the IEP team determines that the student is no longer a child with a disability or no longer need services in order to make progress in the general education curriculum. Second is when the student graduates or reaches age 21. Third is when the parent requests that the student be exited while the school staff feels services should be continued.
Requirements for Exiting a Student:

<table>
<thead>
<tr>
<th>Reason for Discontinuing Services</th>
<th>Reevaluation Required</th>
<th>Prior Written Notice Required</th>
<th>Parent or Adult Student Consent Required</th>
<th>SOP Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>No longer eligible for special education and related services</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Graduation</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Services at age 21</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Revokes consent for special education services</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Drops out of school</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

Exiting All Services through IEP Team Recommendation
If a team member suspects that a student no longer has a disability or no longer needs special education services, that team member should make a request to the case coordinator that an IEP team meeting be initiated to discuss discontinuing special education services. A reevaluation is then conducted to determine if the student continues to be a student with exceptionality and/or needs special education services. The reevaluation procedures are followed, including consent, and appropriate forms completed.

If the results of the reevaluation indicate the student is no longer a child with exceptionality, or no longer needs special education services, this is noted on the Evaluation/Eligibility Report and on the Staffing Summary. Parents are provided Prior Written Notice for...Change in Services, Changes in Placement, and Request for Consent. Parents are provided copies of team members’ reports, the Evaluation/Eligibility Report, the Staffing Summary, and the Change in Placement form. It is the primary exceptionality teacher’s responsibility to provide Change of Placement form to parents, to complete the Exit Information form, and forward all paperwork.

Exiting Services by Graduation
Exiting a student through graduation does not require a reevaluation nor an IEP review. Before the end of the last semester prior to graduation, the student’s parents and the student, if age 18, must be given Prior Written Notice for: Change in Service, Change in Placement, and Request for Consent. Consent for discontinuing services must be obtained. Consent need only be obtained from the student if 18 years of age, unless a court has appointed a legal guardian. The signed form is then sent to the case coordinator.

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coordinator who completes an Exit Information form and forwards the paperwork to the Director of Special Education. In addition, a Summary of Performance is required at the time services will be discontinued (does not include Gifted students). The SOP form is completed by the Transitional Specialist (see Appendix A, figure 8-2). It is the responsibility of the primary exceptionality teacher to provide the parents and student the change in placement form. It is the responsibility of the case coordinator to complete the Exit Information form and forward paperwork to the director.

Exiting Services at Age 21
Student that than age 21 during school year (by June 30) are exited by providing the student and the parents Prior Written Notice that services will be discontinued at the end of the school year. No consent is required. Signature indicating acknowledgment of notification is required. No reevaluation or IEP meeting is required. However, a Summary of Performance is required at the time services will be discontinued. The SOP form is to be completed by the Transitional Specialist.

It is the responsibility of the primary exceptionality teacher to provide the student and parents with the notice that services will be discontinued and to send the signed form to the special education department. It is the primary exceptionality teacher to complete the Exit Information form and forward the completed paperwork to the Director of Special Education.

Parents Request for Discontinuation of Services
Should the parent request that the student be exited from special education services, an IEP meeting is then held to discuss the parental request. If the team recommends that services continue and parents are in agreement, no further action is required.

If the team recommends that services continue and parents are not in agreement, the legal guardians or student if 18 or older are required to provide, in writing, that they revoke their consent for special education services. In addition, a letter must be sent to the parent(s) indicating that the school stand ready willing, and able to reinitiate services if the decision to withdrawal the students from services is reconsidered.

It is the primary exceptionality teacher’s responsibility to schedule the IEP meeting, send the Notice of meeting, complete the Prior Written Notice form, and forward all paperwork to the Director of Special Education. It is Director of Special Education or designee’s responsibility to inform the parent that services continue to be available for the student.
Surrogate Parents and Emancipated Youth
Reference Board Policy, Surrogate Parent and Emancipated Minor

Definition of Surrogate Parent

**Surrogate Parent** – an individual who meets specific qualifications and volunteers to perform the duties of a parent or guardian in the special education process.

The surrogate parent is expected to act in place of a parent concerning the educational program for the student. This involves:

- Attending a planning conference to develop an individualized educational program
- Being familiar with appropriate procedures for due process and confidentiality of school records
- Receiving and responding to requests and notices concerning the evaluation and/or educational placement of the assigned student
- Becoming familiar with the unique educational needs of the assigned student

The surrogate parent takes on certain quasi-legal responsibilities in order to serve the best interests of the child. The primary function is to represent the student during circumstances in which decisions are made concerning the student’s educational program or placement.

It is necessary for the surrogate parent to receive considerable training to familiarize himself or herself with all aspects of the surrogate parent role. The demands of the role may be extensive and require the volunteer to make a significant commitment of time and learning in order to serve the best interest of the child.

**Procedures for Obtaining a Surrogate Parent**

1. Determine first if the student warrants a Surrogate Parent:
   a. No IDEA parent can be identified;
   b. The local educational agency, after reasonable efforts, cannot locate a parent;
   c. The child is a ward of the State as defined by State law (Pennsylvania does not have a state law definition of ward of the State so this provision does not apply in Pennsylvania); or
   d. The child is an unaccompanied homeless youth as defined in the McKinney-Vento Homeless Assistance Act (i.e., a youth who lack a fixed nighttime residence and are not in the care of a parent or

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If the student requires a Surrogate Parent, then:

2. An application form, Obtaining a Surrogate Parent, must be completed by the PDLCS and submitted to the Surrogate Parent Coordinator of the student’s Intermediate Unit of residency. The Director of Special Education will help seek out the correct IU and department within the IU to assist. This form will identify the legal status for the child in need of a surrogate parent and other basic demographic and personal information.

3. The Surrogate Parent Coordinator at the IU will assign a trained and qualified Surrogate Parent to the child if available. If no such qualified Surrogate Parent is available, the Surrogate Parent Coordinator will work with the district or agency to recruit qualified persons.

4. The Surrogate Parent Coordinator at the IU will arrange a training program for qualified surrogate parent volunteers prior to the assignment of the surrogate parent to a specific student. Clearances must be obtained before assignment is made.

5. Complete application forms should be sent as far in advance of the need for a surrogate as possible. It is suggested that districts apply immediately upon learning of the need so that a surrogate parent will be available if an educational placement decision becomes necessary.

Exceptions for Qualifying a Surrogate Parent

Criteria for Selecting Surrogate Parent. The school or a judge may appoint a surrogate but must ensure that the individual selected, 1) is not an employee of the SEA, the LEA, or any other agency that is involved in the education or care of the child; 2) has no personal or professional interest that conflicts with the interest of the child the surrogate represents; and 3) has knowledge and skill that ensure adequate representation of the child.

Non-employee requirement; compensation. A person otherwise qualified to be a surrogate parent is not consider an employee of the agency/district solely because he or she is paid by the agency/district to serve as a surrogate parent.

Proof of Emancipation

An emancipation is a legal procedure that frees children from the custody and control of their parents or guardians before they reach the “age of majority”. In Pennsylvania, the age of majority is 21. Emancipated youth are children between the ages of 16 and 21 who declare their own domicile and are independent without support of their

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parent(s)/guardian(s). This means they can legally apply for a work permit, consent to medical treatment and enroll in school or college. For youth who declare themselves “emancipated,” documentation is required to be in their education record. This must be one of the following:

- a marriage license,
- a declaration of emancipation from a judge (can be obtained from the student’s local family court),
- proof that the child qualifies for benefits through Department of Welfare (copy of welfare check).

### Emancipated Youth – Summary Chart

<table>
<thead>
<tr>
<th>Age and/or Status</th>
<th>Documentation Proof</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-21 years old choosing to live independently – “establish domicile apart from parent/guardian”</td>
<td>Utility bill in the student’s name; OR Declaration of Emancipation from judge (can be obtained from the students family court)</td>
</tr>
<tr>
<td>Minor living with spouse- even if they live with parents – if marriage ends is because of death/divorce, the student is still emancipated; if marriage ends due to annulment, the student reverts back to “emancipated youth” status.</td>
<td>Marriage License</td>
</tr>
<tr>
<td>18 and under student who is under care and authority of the county or state, may become emancipated only by order of a judge</td>
<td>Declaration of Emancipation</td>
</tr>
</tbody>
</table>

#### Surrogate Parent Required (for students in Special Education only )

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No parent can be identified</td>
<td>If student does not arrive with a Surrogate Parent, then PDLCS has 30 days to secure a Surrogate Parent for the student. Any IDEA eligible or thought to be eligible child must have a parent or a surrogate parent.</td>
</tr>
<tr>
<td>LEA cannot locate parent after reasonable efforts (3 attempts).</td>
<td></td>
</tr>
<tr>
<td>The child is a ward of the state</td>
<td></td>
</tr>
<tr>
<td>The child is an unaccompanied homeless youth</td>
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</tr>
</tbody>
</table>