

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:
 - (1)** Agrees in writing to:
 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:
 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:
 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e.** An elevator maintenance agreement;
 - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- q. Recording And Distribution Of Material Or Information In Violation Of Law**
- "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- p. Recording And Distribution Of Material Or Information In Violation Of Law**
- "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C.** The following definition is added to the **Definitions** Section:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE TERRITORY – WORLDWIDE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to Section IV –
Conditions:**

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph 4.b.(1) under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
 - (ii) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The definition of "coverage territory" in the Definitions section is replaced by the following:

"Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): Per Schedule on File

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS
 COVERAGE FORM
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-related Practices Liability, Farm, Liquor Liability, Medical Professional Liability, Owners And Contractors Protective Liability, Pollution Liability, Product Withdrawal, Products/Completed Operations Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
 2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
 3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
 4. Section **A.** Coverage under the Legal Liability Coverage Form; and
 5. Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.
- Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.
- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

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.
- 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.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. 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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

PENNSYLVANIA NOTICE

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 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.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COUNSELING PROFESSIONAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

LIMITS OF INSURANCE	
\$1,000,000	Each Wrongful Act
\$2,000,000	Aggregate

The following changes apply only to the coverage provided by this endorsement.

A. The following is added to Section I – Coverages:

COUNSELING PROFESSIONAL LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" arising out of a "wrongful act" of the insured or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend any insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of a "wrongful act" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph D. of this endorsement; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B And Counseling Professional Liability.

b. This insurance applies to "injury" only if:

- (1) The "injury" is caused by a "wrongful act" that takes place in the "coverage territory";
 - (2) The "injury" occurs during the policy period;
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured, and no "employee", "professional counselor", "pastoral counselor" or "lay counselor" authorized by you to give or receive notice of a "wrongful act", knew that the "injury" had occurred, in whole or in part. If such an authorized "employee", "professional counselor", "pastoral counselor" or "lay counselor" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period; and
 - (4) The "wrongful act" constitutes, or arises directly out of, a professional counseling service undertaken on your behalf by a "professional counselor", "pastoral counselor" or "lay counselor".
- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "wrongful act" or "claim", includes any continuation, change or resumption of that "injury" after the end of the policy period.
 - d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "wrongful act" or "claim":
 - (1) Reports all, or any part, of the "injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or "claim" for damages because of the "injury"; or
 - (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.
 - e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Actions Of Unauthorized Counselors

Loss of any kind arising out of the acts of any "employee", "volunteer worker", "professional counselor", "pastoral counselor" or "lay counselor" unless such person is authorized by you to engage in a professional counseling service covered by this endorsement. We will, however, cover your legal liability and the legal liability of your managers and "executive officers" in connection with the unauthorized professional counseling service if such service is otherwise covered by this endorsement.

b. Advertising Injury

"Personal and advertising injury" arising out of:

- (1) The publication, in any manner, of material if done by or at the direction of the insured with knowledge of its

falsity; or

- (2) The publication, in any manner, of information through any advertising, publishing, broadcasting or telecasting business which is owned or operated by you.

c. Commitment To Psychiatric Hospital

Liability resulting from commitment of any person to a psychiatric hospital or mental health institution.

d. Contractual Liability

Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages that:

- (1) Are assumed by the insured in a written contract or agreement and arise out of professional counseling services the "professional counselor", "pastoral counselor" or "lay counselor" provided subsequent to the execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or
- (2) The insured would have in the absence of the contract or agreement.

e. Custodial Care Or Responsibility

Liability resulting from accepting or undertaking custodial care or responsibility of any person pursuant to the request, instruction, authorization or direction of any governmental agency, authority, board or officer having such authority or responsibility.

f. Discrimination

Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee", "volunteer worker", "professional counselor", "pastoral counselor" or "lay counselor" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee", "volunteer worker", "professional counselor", "pastoral counselor" or "lay counselor" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

h. Employment-Related Practices Liability

Any claim made by:

(1) A person because of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother, sister or any other legal relative or legal guardian of that person as a consequence of any damages or "injury" to that person against whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages.

i. Fines Or Penalties

Fines or non-compensatory penalties, or any exemplary or punitive damages awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any professional counseling service. Exemplary or punitive damages are only excluded in the jurisdictions where allowable by statute.

j. Fraud

Any dishonest, fraudulent or criminal act or omission by or at the direction of any insured.

k. Intoxication

Any claim for damages caused by any insured listed under Paragraph 1. of Section II – Who Is An Insured while under the influence of intoxicants or narcotics.

l. Loss To Any Insured

Loss sustained by any insured or any person who is employed by you (or who has been hired by you) at the time that the "wrongful act" takes place.

m. Medical Professional Services

Liability resulting from the rendering of medical, radiological, surgical, dental or nursing treatments, including shock therapy, and the prescribing, utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances, or any other professional services other than professional counseling services. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "wrongful act" which caused the "injury"

involved the rendering of or failure to render such professional services other than professional counseling services.

n. Molestation, Sexual Misconduct Or Abuse

Liability resulting from any actual, threatened or alleged molestation, sexual misconduct or abuse of any type. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "wrongful act" which caused the "injury" involved the rendering of or failure to render professional counseling services.

o. Other Activities

Any claim arising out of any "professional counselor's", "pastoral counselor's" or "lay counselor's" acts or services as a member of a formal accreditation or similar professional board or committee of any hospital, mental health institution or professional society.

p. Professional Advice

Loss of any kind arising directly or indirectly out of the rendering of professional advice that is outside the scope of psychological or spiritual counseling.

q. Unrelated Injury

Any claim for damages because of "injury" not resulting from a "wrongful act".

r. Violation Of Statute

"Injury" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.

s. Workers' Compensation

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

B. The heading for Supplementary Payments, Coverages **A** And **B** under Section **I** – Coverages is amended to read Supplementary Payments, Coverages **A**, **B** And Counseling Professional Liability.

C. Section **II** – Who Is An Insured is amended as follows:

1. Paragraph **2.** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
- b. Your "professional counselors", "pastoral counselors" and your "lay counselors", but only for acts within the scope of their duties related to the conduct of your organization;

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

However, no "employee", "volunteer worker", "professional counselor", "pastoral counselor" or "lay counselor" is an insured for:

(1) "Bodily injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee", "professional counselor", "pastoral counselor" or "lay counselor" while in the course of his or her employment or while performing duties related to the conduct of your organization, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker" "professional counselor", "pastoral counselor" or "lay counselor" as a consequence of Paragraph **(1)(a)** above; or
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury" described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(2) "Property damage" to property:

- (a)** Owned, occupied by, or used by; or
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you or any of your "employees", "volunteer workers", "professional counselors", "pastoral counselors" or "lay counselors".

2. The following is added to Paragraph 3.:

- d.** Counseling Professional Liability Coverage does not apply to a "wrongful act" that occurred before you acquired or formed the organization.

D. Section III – Limits Of Insurance is replaced by the following:

SECTION III – LIMITS OF INSURANCE

- 1.** The limits of insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought;
 - c.** Persons or organizations making claims or bringing "suits".
- 2.** The Aggregate limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages

because of "injury" arising out of all "wrongful acts" during the policy period.

3. Subject to Paragraph 2. above, the Each Wrongful Act limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "injury" arising out of any one "wrongful act" or "related wrongful acts".
4. The limits of insurance provided by this endorsement are in addition to the limits of insurance provided by the Commercial General Liability Coverage Form.

The limits of insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

The coverage provided by the endorsement does not provide any duplication or overlap of coverage for the same claim or "suit". Two or more claims arising out of a single "wrongful act" or "related wrongful acts" shall be treated as a single claim. All such claims, whenever made, shall be considered to be first made on the date on which the earliest claim arising out of such "wrongful act" was first made. All such claims are subject to the same limit of insurance. All claims arising out of one "wrongful act" or "related wrongful acts" to the same person by one or more "professional counselor", "pastoral counselor" or "lay counselor" shall be deemed to be one claim and to have been made at the time the first of those claims is made against any "professional counselor", "pastoral counselor" or "lay counselor".

E. Section IV – Commercial General Liability Conditions amended as follows:

1. The heading and Paragraph a. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit are replaced by the following:

Duties In The Event Of A Wrongful Act, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "wrongful act" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any "injury" arising out of the "wrongful act".
2. The following is added to Condition 4. Other Insurance:

Counseling Professional Liability coverage is excess over any other insurance provided to any insured, whether such other insurance is provided on a primary, excess, contingent or any other basis, unless such other insurance is written to be specifically excess of this insurance.

3. The following Condition is added:

Two Or More Coverage Forms Or Policies Issued By Us

If the Coverage Form to which this endorsement is attached and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "claim" or "suit", the aggregate maximum limit of insurance under all

of the Coverage Forms or policies will not exceed the highest applicable limit of insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over the coverage provided by this endorsement.

F. The following definitions are added:

"Injury" means "bodily injury", "property damage" and "personal and advertising injury".

"Lay counselor" means your appointed person or your "employee" (other than a "pastoral counselor") who:

- a.** Has been trained to counsel others; and
- b.** Is specifically authorized by you or your managers or "executive officers" to engage in professional counseling services on behalf of your organization.

"Ordained" means an individual:

- a.** Officially invested with ministerial or priestly authority;
- b.** Officially authorized as a rabbi; or
- c.** Upon whom holy orders have been conferred by a church authority.

"Pastoral counselor" means an ordained person, or your appointed person or "employee" who:

- a.** Holds the position of pastor, minister, rabbi, or similar position within your organization; and
- b.** Is generally authorized by you or your managers or "executive officers" to engage in professional counseling services on behalf of your organization.

"Professional counselor" means your appointed person or your "employee" who:

- a.** Has been professionally trained through obtaining educational degrees to perform professional counseling services; and
- b.** Is generally authorized by you or your managers or "executive officers" to engage in professional counseling services on behalf of your organization.

"Related wrongful acts" means "wrongful acts" which are causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

"Wrongful act" means any actual or alleged negligent act, error or omission in the rendering of or failure to render professional counseling services.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HONOR ROLL ELITE COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Extended Property Damage – Expected Or Intended Injury	Included
Limited Pollution Coverage	Included
Watercraft	
Non-Owned	Increased To 51 Feet Long
Non-Motorized	Less Than 76 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Property Damage From Elevator Use	Included
Personal And Advertising Injury	
From Televised Or Videotaped Material	Included
For Insureds In Media And Internet Type Businesses	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Legal And Media Expense	\$10,000 Each Event / \$50,000 Annual Aggregate
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Expanded Coverage Territory	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included

A. LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product withdrawal".

- c. We will reimburse "product withdrawal expenses" only if:

- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
- (2) The expenses are reported to us within one year of the date the expenses were incurred; and
- (3) The product that is the subject of the "product withdrawal" was produced during the policy period.

- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Chemical Transformation, Deterioration Or Decomposition

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

- (1) An error in manufacturing, design or processing;

(2) Transportation of “your product”; or

(3) “Product tampering”.

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or “profit” or the costs of redesigning “your product”.

e. Expiration Of Shelf Life

Any “product withdrawal” initiated due to expiration of the designated shelf life of “your product”.

f. Known Defect

A “product withdrawal” initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers” prior to the policy period or the time “your product” leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which “bodily injury” or “property damage” is excluded under Coverage A – Bodily Injury And Property Damage Liability.

h. Governmental Ban

A recall when “your product” or a component contained within “your product” has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or “suit” against you for liability arising out of a “product withdrawal”.

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured. Exemplary or punitive damages are only excluded in jurisdictions where allowable by statute.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, “pollutants”; or

(2) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, “pollutants”.

2. The following is added to Section III – Limits Of Insurance:

The most that we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawals” initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. “Product withdrawals” initiated; or

c. “Your products” withdrawn.

3. Section IV – Commercial General Liability Conditions is amended as follows:

a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of A Defect Or A Product Withdrawal

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your product”, or any governmental investigation, that may result in a “product withdrawal”. To the extent possible, notice should include:
 - (1) How, when and where the “defect” was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your product”.

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened “defect” in “your product”, or any governmental investigation, that may result in a “product withdrawal”.

- b. If a “product withdrawal” is initiated, you must:
 - (1) Immediately record the specifics of the “product withdrawal” and the date where it was initiated; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “product withdrawal” as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a “product withdrawal”. Any “profit” that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for “product withdrawal expenses”.
- d. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”;
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the “product withdrawal”.

- b. The following Conditions are added:

Concealment Or Fraud

We will not provide “product withdrawal expense” coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a “product withdrawal” or “product withdrawal expenses” incurred by you.

Product Tampering Limitation

When “product tampering” is known, suspected or threatened, a “product withdrawal” will be limited to those batches of “your product” which are known or suspected to have been tampered with.

- 4. The following definitions are added:

- a. “Defect” means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. “Product tampering” means an act of intentional alteration of “your product” which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property other than “your product”.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- c. “Product withdrawal” means the recall or withdrawal:
 - (1) From the market; or

(2) From use by any other person or organization;

of “your products” or products which contain “your products”, because of known or suspected “defects” in “your product” or known or suspected “product tampering” which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property other than “your product”.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

d. “Product withdrawal expenses” means those reasonable and necessary extra expenses, listed below, paid and directly related to a “product withdrawal”:

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary “employees” and costs incurred by your “employees”, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of “your products” or products that contain “your products” that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. “Profit” means the positive gain from business operation after subtracting all expenses.

B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY

The following is added to Exclusion 2.a. Expected Or Intended Injury under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

This exclusion does not apply to “property damage” resulting from the use of reasonable force to protect persons or property.

C. LIMITED POLLUTION COVERAGE

Exclusion 2.f. Pollution, Paragraph (1)(a) of Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability does not apply to:

1. Materials used by an insured as part of an educational curriculum or educational program;

2. The use and storage of swimming pool chemicals by your “employees”, provided the use and storage of such swimming pool chemicals comply with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply; or

3. The application or use of pesticides or herbicides by your “employees” who are licensed or certified, provided the application of such pesticide or herbicide complies with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply.

D. WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is amended as follows:

1. Transportation Of Students

With respect to the transportation of your students, this exclusion also applies to any aircraft, “auto” or watercraft that is hired by an insured, including claims against the insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved any aircraft, “auto” or watercraft that is hired by the insured.

For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

2. **Non-Owned Watercraft**

Paragraph **(2)** is replaced by the following:

- (2)** A watercraft you do not own that is:
- (a)** Less than 51 feet long; and
 - (b)** Not being used to carry persons or property for a charge.

3. **Non-Motorized Watercraft And Non-Owned Aircraft**

The following is added:

This exclusion also does not apply to:

- (a)** A non-motorized watercraft that is:
 - (i)** Less than 76 feet long; and
 - (ii)** Not being used to carry persons or property for a charge.
 - (b)** Aircraft not owned by any insured that is rented or loaned to you with a paid crew.
4. If other insurance applies to a loss because of “property damage” to non-owned watercraft or aircraft as described in Paragraphs **2.** or **3.** above, the insurance provided by this endorsement does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

E. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion **2.j. Damage To Property** under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to “property damage” to borrowed equipment while that equipment is:

- a.** Not being used to perform operations; and
- b.** Away from an insured’s premises.

2. The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for “property damage” to borrowed equipment is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

F. PROPERTY DAMAGE TO CUSTOMERS’ GOODS

1. The following is added to Exclusion **2.j. Damage To Property** under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3), (4)** and **(6)** of this exclusion do not apply to “property damage” to “customers’ goods” while on your premises.

2. The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for “property damage” to “customers’ goods” is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

“Customers’ goods” means tangible personal property belonging to your customers and left with you for storage, service or repair. “Customers’ goods” does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than “autos”, you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops; and
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

G. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion **2.j. Damage To Property** under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:
 Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such “property damage” arises out of the use of elevators at premises you own, rent, lease or occupy.
2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of “property damage” arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

1. Exclusions **2.b.** and **2.c.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** are replaced by the following:
 - b. Material Published With Knowledge Of Falsity**
 “Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
 - c. Material Published Prior To Policy Period**
 “Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.
2. Paragraphs **d.** and **e.** of the definition of “personal and advertising injury” are replaced by the following:
 - d.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products or services;
 - e.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person’s right to privacy;

I. PERSONAL AND ADVERTISING INJURY FOR INSURED IN MEDIA AND INTERNET TYPE BUSINESSES

Exclusion **2.j.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** is amended to include the following:

However, paragraph **(1)** does not apply to advertising, broadcasting, publishing or telecasting within the scope of the Named Insured's activities as an educational institution.

J. SUPPLEMENTARY PAYMENTS – BAIL BONDS, LOSS OF EARNINGS, LEGAL AND MEDIA EXPENSE

Section I – Coverages, Supplementary Payments – Coverages **A** And **B** is amended as follows:

1. Paragraphs **1.b.** and **1.d.** are replaced by the following:
 - b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

2. The following is added:

Legal And Media Expense

- a. We will reimburse you for "legal and media expense" you actually incurred and paid because of a "legal or media event" during the policy period. However:
 - (1) We will have no liability to reimburse you for fines, penalties, assessments of costs or other financial awards associated with any such "legal or media event"; and
 - (2) We will only reimburse you for "legal and media expense" actually incurred and paid within 90 days of the "legal or media event".
- b. The maximum we will reimburse you is:
 - (1) The Each Event amount shown in the Schedule of this endorsement for any one "legal or media event"; and
 - (2) The Annual Aggregate amount shown in the Schedule of this endorsement for the sum of all "legal or media events" during the policy period.
- c. If any other coverage provides reimbursement of similar legal expenses or medical expenses, the coverage provided by this endorsement will apply as excess over such other coverage.
- d. The following definitions are added:
 - (1) "Legal or media event" means any criminal investigation, criminal complaint, indictment, administrative hearing, licensing hearing or regulatory agency proceeding relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:
 - (a) Child abuse;
 - (b) Premises contamination at your facility;
 - (c) Closure of your facility by order of the Board of Health due to discovery or suspicion of contaminated food that has been served to your clients;
 - (d) An actual, attempted, or threatened violent act committed on your premises that results in physical injury or death, including sexual assault, kidnapping, criminal use of weapons on your premises, and stalking of your clients;
 - (e) An actual incident occurring at your premises involving an explosion, fire, construction accident, or equipment failure; or
 - (f) Your operations intended to protect the rights or safety of children and/or children in child care facilities.

"Legal or media event" includes significant adverse local, regional or national news media coverage of you relating to the adverse "legal or media event".

However, "legal or media event" does not include any actual or threatened "suit" or claim.

- (2) "Legal and media expense" means reasonable fees and necessary costs incurred by you for:

- (a) Attorneys, experts, and consultants used in your investigation or defense of a "legal or media event"; and
- (b) Media consultants and management of public relations used in your investigation or defense of a "legal or media event".

"Legal and media expense" does not include:

- (a) Damages;
- (b) Fines, taxes, sanctions, or penalties;
- (c) Any uninsurable amount;
- (d) Any expense reimbursed or covered by any other entity or carrier or for which another entity is liable or obligated to pay; or
- (e) Any of your remuneration, salaries, overhead, fees, loss of earning reimbursement, or benefit expenses.

K. BROADENED DEFINITION OF INSURED

Section II – Who Is An Insured is amended as follows:

1. Paragraph 2. is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), at the supervisory level or above, your "executive officers" (if you are an organization other than a limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, provided that this subparagraph does not apply to any person who is employed or contracted by the Named Insured as a registered nurse, licensed practical nurse, or licensed or certified athletic trainer providing healthcare services on your behalf at:
 - (i) A dispensary, clinic, infirmary, student health center, athletic facility or other similar facility maintained by the Named Insured principally for the use of its students or "employees"; or
 - (ii) Any other incidental location that is not a medical emergency facility, in the event of a medical emergency.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any student body or parent-teacher organizations authorized by the Named Insured, but only while:
 - (1) Under the supervision required by your governing board; and
 - (2) Performing services or activities authorized by you.
- f. Any student teacher while teaching as part of their educational requirements and acting within the scope of their duties.
- g. Spouses of your directors and trustees, but only to the extent that they are involved in a claim or "suit" solely because of their status as a spouse and such claim or "suit" seeks to recover from marital community property, jointly held property or property transferred from an insured to the spouse. No coverage is provided for any "occurrence" or offense caused or committed by a spouse.
- h. Any affiliated organizations, boards, commissions, foundations or endowments, or any other current or former controlled organization or subsidiary, provided the Named Insured owns or controls at least 51% of such entity.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

2. Paragraph 3.a. is replaced by the following:

- a. Coverage for your newly acquired or formed organization shall be:
 - (1) Effective on the date of acquisition or formation; and
 - (2) Afforded until the end of the policy period of this Coverage Form.

L. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
 - (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and
 - (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
 - (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
 - (d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for that state or municipality.

- (2) The insurance with respect to any architect, engineer or surveyor does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services by or for you, including:
 - (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.
- (4) This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person’s or organization’s status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury” or “property damage”, and only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

- (1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
- (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
- (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable limits of insurance shown in the Declarations, whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

M. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section III – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which can be attributed only to operations at a single designated covered “location” or covered construction project:
 - a. A separate Each Location or Each Project Aggregate limit applies to each covered “location” or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
 - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under Coverage **C**, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or “suits” brought; or
 - (3) Persons or organizations making claims or bringing “suits”.
 - c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered “location” or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered “location” or covered project’s general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered “location” or covered project:
 - a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
 - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
3. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. For the purposes of this section of this endorsement, “location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

N. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition **2**. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section **IV** – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an “occurrence”, offense, claim or “suit” is satisfied if you send us written notice as soon as practicable after any of your “executive officers”, directors, partners, insurance managers or legal representatives become aware of or should have become aware of such “occurrence”, offense, claim or “suit”.

O. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition **6**. Representations under Section **IV** – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

P. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us** under Section **IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an “occurrence” to waive such rights.

Q. EXPANDED COVERAGE TERRITORY

1. The following is added to Section **IV – Commercial General Liability Conditions**:

Expanded Coverage Territory

a. If a “suit” is brought in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the “suit”. We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a “suit” seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured’s behalf, we will reimburse the insured for such sums.

b. All payments or reimbursement we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in United States currency at the prevailing exchange rate at the time the expenses were incurred.

c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for the reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other government authority was in full effect.

e. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(1) If the insured’s liability to pay damages is determined in a “suit” brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(2) That is coverage required by law, regulation or other governmental authority in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Definition **4. “coverage territory”** is replaced with the following:

4. “Coverage territory” means any part of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

R. LIBERALIZATION CLAUSE

The following is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

S. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition **3. “bodily injury”** is replaced by the following:

3. “Bodily injury” means:

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

T. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph **f.(1)** of Definition **12**. "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC CHATROOMS OR BULLETIN BOARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Exclusion 2.k. Electronic Chatrooms Or Bulletin Boards under Section I – Coverages, Coverage B – Personal And Advertising Injury Liability is deleted in its entirety.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAMPOLINE LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Device:

The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

Trampolines

Any claim, "suit" or cause of action which arises directly or indirectly from provision, maintenance, supervision or use by any person of a trampoline or similar device, including any claim alleging negligence or breach of contract by supplying and then failing to maintain a trampoline or supervise its use. However, this exclusion does not apply to:

- a. Rebounders which are 4 feet or less in diameter and whose surface is no more than 2 feet above the floor level; or
- b. The Device shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL MISCONDUCT COVERAGE AND INNOCENT INSURED DEFENSE ONLY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Sexual Misconduct Limits Of Insurance	\$1,000,000	Each Person
	\$1,000,000	Aggregate
Innocent Insured Defense Only Limits Of Insurance	\$300,000	Each Suit
	\$300,000	Aggregate

The following changes apply only to the coverage provided by this endorsement.

- A. The following exclusion is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Sexual Misconduct

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. The actual or threatened "sexual misconduct" by anyone of any person; or
- b. The negligent employment, investigation, supervision, reporting to the proper authorities or failure to so report, training or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

- B. The following are added to Section I – Coverages:

SEXUAL MISCONDUCT COVERAGE

1. Insuring Agreement

- a. We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of "sexual misconduct" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking such damages. However, we will have no duty to defend the insured against any "suit"

seeking damages to which this insurance does not apply. Nor do we have a duty to defend or indemnify any insured who is alleged to have taken part in the "sexual misconduct". We may, at our discretion, investigate and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph **D. Limits Of Insurance** below; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Sexual Misconduct Coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A And B And Sexual Misconduct Coverage**.

b. This insurance applies to "bodily injury" arising out of "sexual misconduct" only if the "sexual misconduct":

(1) Takes place in the "coverage territory";

(2) Results from the insured's negligence in employment, investigation, supervision, reporting to the proper authorities or failure to so report, training or retention, or hiring of an independent contractor; and

(3) First occurs during the policy period.

c. "Sexual misconduct" that first occurs during the policy period includes any continuation, change or resumption of that "sexual misconduct" after the end of the policy period.

d. Multiple acts of "sexual misconduct" of any one person by one or more perpetrators will be deemed to have first occurred at the time of the first act of such "sexual misconduct" and shall be subject to the coverage and limits in effect at the time of the first act of "sexual misconduct".

2. Exclusions

This insurance does not apply to:

a. Criminal Investigation Costs

Costs associated with any criminal investigation or proceeding because of an actual or alleged act of "sexual misconduct".

b. Fines And Penalties

Any fines, penalties, punitive damages, exemplary damages or aggravated damages.

c. Participating Insured

Any insured who takes part in the "sexual misconduct".

INNOCENT INSURED DEFENSE ONLY COVERAGE

Insuring Agreement

1. We will have the right but not the duty to defend any "suit" seeking damages against an insured who allegedly committed or attempted to commit, participated in, or directed any "sexual misconduct". The insured must cooperate with us in the investigation and defense of the "suit".

2. We will pay "defense expenses" that result from any "suit" against the insured that we elect to defend. However, we will not

pay any sums that the insured becomes obligated to pay as damages, and we have no obligation to appeal any adverse judgments.

3. If we elect not to defend the insured against a “suit”, we will reimburse the insured for the amount of his or her “defense expenses”, but only if there is a “final adjudication” in the “suit” that concludes such insured did not commit, attempt to commit, participate in, direct or consent to the “sexual misconduct”.
 4. Our obligation to pay or reimburse for “defense expenses” in a “suit” ends when we have paid the applicable limit as described in Paragraph **D**. Limits Of Insurance below.
 5. This coverage applies to “defense expenses” incurred in a “suit” alleging “sexual misconduct”, but only if the alleged “sexual misconduct” first occurs during the policy period.
- C.** With respect to Sexual Misconduct Coverage provided by this endorsement only, the heading for Supplementary Payments – Coverages **A** And **B** under Section **I** – Coverages is amended to read Supplementary Payments – Coverages **A**, **B** And Sexual Misconduct Coverage.
- D.** With respect to the coverages provided by this endorsement only, Section **III** – Limits Of Insurance is replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. Sexual Misconduct Limits Of Insurance

- a. The Sexual Misconduct Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay under Sexual Misconduct Coverage regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or “suits” brought; or
 - (3) Persons or organizations making claims or bringing “suits”.
- b. The Aggregate limit shown in the Schedule of this endorsement is the most we will pay under Sexual Misconduct Coverage for the sum of all damages.
- c. Subject to Paragraph **1.b.** above, the Each Person limit shown in the Schedule of this endorsement is the most we will pay under Sexual Misconduct Coverage for damages because of all “bodily injury” arising out of “sexual misconduct” committed upon any one person, regardless of the number of acts of “sexual misconduct” committed, the period of time over which such acts occur, or the number of perpetrators taking part in the “sexual misconduct”.

2. Innocent Insured Defense Only Limits Of Insurance

- a. The Aggregate Innocent Insured Defense Only Coverage Limit Of Insurance shown in the Schedule of this endorsement is the most we will pay or reimburse for the sum of all “defense expenses” arising out of all “suits” under this endorsement.
 - b. Subject to Paragraph **a.** above, the Each Suit Innocent Insured Defense Only Coverage Limit Of Insurance shown in the Schedule of this endorsement is the most we will pay or reimburse for the sum of “defense expenses” arising for any one “suit”, regardless of the number of insureds entitled to coverage under this endorsement.
3. The coverage provided by this endorsement does not provide any duplication or overlap of any other coverage provided elsewhere in this policy. No coverage is provided for “sexual misconduct” under this policy except as provided in this endorsement.

4. The limits of insurance provided by this endorsement are in addition to, not part of, the limits of insurance provided by the Commercial General Liability Coverage Form.

The limits of insurance shown in the Schedule of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the Commercial General Liability Coverage Form, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

- E. With respect to the coverages provided by this endorsement only, Section **IV** – Commercial General Liability Conditions is amended as follows:

1. The heading and Paragraph **a.** of Condition **2.** is replaced by the following:

2. Duties In The Event Of Sexual Misconduct, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act or allegation of “sexual misconduct” which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the “sexual misconduct” took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “sexual misconduct”.

2. The following is added to Paragraph **b.** Excess Insurance of Condition **4.** Other Insurance:

The insurance provided by this endorsement is excess over any other insurance provided to any insured, whether such other insurance is provided on a primary, excess, contingent or any other basis, unless such other insurance is written to be specifically excess of this insurance.

3. The following Condition is added:

Two Or More Coverage Forms Or Policies Issued By Us

If the Coverage Form to which this endorsement is attached and any other Coverage Form or policy issued by us or any company affiliated with us applies to the same claim or “suit”, the aggregate maximum limit of insurance under all of the Coverage Forms or policies will not exceed the highest applicable limit of insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over the Coverage Form to which this endorsement is attached.

- F. With respect to the coverages provided by this endorsement only, the Definitions section is amended as follows:

1. Definition **3.** “bodily injury” is replaced by the following:

3. “Bodily injury” means:

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

2. The following definitions are added:

“Defense expenses” means those reasonable and necessary expenses that result from the defense of a “suit”, including:

- a. Attorneys’ fees and expenses;
- b. Costs of legal proceedings; and
- c. Expenses incurred by the insured at our request to assist us in the investigation or defense of a “suit”, including actual loss of earnings up to \$250 per day because of time off from work.

“Defense expenses” do not include:

- a. Salaries and expenses of our employees, including attorneys employed by us, or salaries and expenses of the insured’s “employees”, other than actual loss of earnings up to \$250 per day because of time off from work to assist us in the investigation or defense of the “suit”;
- b. Fees and expenses of independent adjusters we hire; or
- c. Any damages, including compensatory damages, punitive damages, exemplary damages, multiple damages, fines or penalties.

“Final adjudication” means an actual trial involving a finding of facts, the presentation of witnesses, and a final resolution on the merits in which all appeals are exhausted.

“Sexual misconduct” means any actual or alleged non-consensual sexual act including, but not limited to sexual abuse, sexual molestation, sexual harassment, sexual misconduct, sexual assault, sexual victimization, sexual intimacy, sexual contact, sexual advances, sexual exploitation, request for sexual favors, verbal or physical conduct of a sexual nature, coercion to engage in sexual activities and licentious or immoral misconduct.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Description Of Unmanned Aircraft</p> <p>Any combination of "unmanned aircraft" that you own or lease and "unmanned aircraft" owned or leased by others and used by you or on your behalf, including the associated equipment needed for operation and remote control of the "unmanned aircraft", provided, however, that</p> <ul style="list-style-type: none"> a. The total number of all such "unmanned aircraft" does not exceed 5; and b. No such "unmanned aircraft", including cargo and payload, weighs more than 25 pounds.
<p>Description Of Operation(s) Or Project(s)</p> <p>Any lawful operation or project conducted by you or on your behalf, other than operations or projects in any way involving:</p> <ul style="list-style-type: none"> a. Any discharge or release of munitions from an "unmanned aircraft" whether intentional or unintentional.. b. The release of a "dispensable load" from an "unmanned aircraft". However, if no part of the "dispensable load" consists of munitions, this provision shall not apply to any claim or "suit" caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in flight emergency causing abnormal aircraft operation. <p>With respect to item b. above, "dispensable load" means cargo configured to be dispensed from an "unmanned aircraft" in flight.</p>
<p>Limit Of Insurance</p> <p>Unmanned Aircraft Liability Aggregate Limit \$1,000,000</p>

A. Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability, including any amendments made thereto, does not apply to "unmanned aircraft".

B. The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision,

hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "unmanned aircraft".

However, this exclusion does not apply to "unmanned aircraft" shown in the Schedule of this endorsement, but only with respect to the operation(s) or project(s) described in the Schedule.

C. The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any "unmanned aircraft".

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement";
- (2) Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- (3) "Unmanned aircraft" described in the Schedule of this endorsement, but only with respect to the operation(s) or project (s) described in the Schedule.

D. If an Unmanned Aircraft Liability Aggregate Limit is shown in the Schedule of this endorsement, the following provisions are added to Section III – Limits Of Insurance:

1. Subject to Paragraph 2. or 3. of Section III – Limits Of Insurance, whichever applies, the Unmanned Aircraft Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of:

- a. Damages under Coverage A;
- b. Damages under Coverage B; and
- c. Medical expenses under Coverage C;

because of all "bodily injury", "property damage" and "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft".

2. Paragraphs 4. through 7. of Section III – Limits Of Insurance continue to apply to "bodily injury", "property damage" and "personal and advertising injury", as applicable, arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft" but only if, and to the extent that, a limit of insurance is available under the Unmanned Aircraft Liability Aggregate Limit.

E. The following is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – STUDENTS MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage C – Medical Payments:

We will not pay expenses for "bodily injury":

Students

To your students.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EXCLUSION – FIREARMS OR CONDUCTED ENERGY DEVICES WITH SPECIFIED EXCEPTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Firearms Or Conducted Energy Devices

"Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, or related to the carrying (whether or not concealed), use, misuse or discharge of, or the failure to use or discharge, a "firearm" or "conducted energy device" by any insured, "employee" of an insured, or contractor of any security or similar company hired by an insured. However, this exclusion does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from or related to the use or discharge of, or failure to use or discharge, a "firearm" or "conducted energy device" by a police officer in the regular course and scope of his or her employment for a law enforcement agency, but only if there is no other coverage for such police officer provided by this policy; or
- (2) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the use or discharge of a "firearm" by a participant or coaching staff solely in connection with such participant's or coaching staff's participation in a "firearm"-related sport sanctioned by the Named Insured.

- B.** The following definitions are added to the Definitions section:

"Conducted energy device" means a weapon primarily designed to disrupt a subject's central nervous system by means of deploying electrical energy sufficient to cause uncontrolled muscle contractions and override an individual's voluntary motor responses.

"Firearm" means any pistol, rifle, shotgun, or other device that uses gunpowder to launch projectiles.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

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AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION – RESTRAINT OR REMOVAL OF STUDENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Exclusion 2.a. Expected Or Intended Injury under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

This exclusion also does not apply to “bodily injury” resulting from the use of reasonable force to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of your functions, duties and powers, if that student has refused to comply with a request to refrain from further disruptive acts.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

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LIMITED EXCLUSION – PROFESSIONAL SERVICES WITH EXCEPTIONS FOR STUDENT INTERNS AND CERTAIN MEDICAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following exclusion is added to Paragraph 2. Exclusions of Coverage **A** – Bodily Injury And Property Damage Liability and Coverage **B** – Personal And Advertising Injury Liability under Section **I** – Coverages:

This insurance does not apply to:

Professional Services

“Bodily injury”, “property damage”, or “personal and advertising injury” arising out of the rendering of or failure to render any “professional services”. However, this exclusion does not apply to:

- (1) “Bodily injury” or “property damage” caused by a student intern while participating in any:

- (a) Supervised practicum;
- (b) Field work experience; or
- (c) Internship program

that may be legally performed by a student who does not yet hold a professional license;

- (2) “Bodily injury” or “property damage” arising out of the rendering of or failure to render any healthcare service by a person who is employed or contracted by the “educational organization” as a registered nurse, licensed practical nurse, licensed or certified athletic trainer, or other allied health professional other than a physician, physician’s assistant or nurse practitioner, but only if such service is performed on your behalf at:

- (a) A dispensary, clinic, infirmary, student health center, athletic facility or other similar facility maintained by the “educational organization” principally for the use of its students or “employees”; or
- (b) Any other incidental location that is not a medical emergency facility in the event of a medical emergency; or

- (3) The “educational organization’s” liability for “bodily injury” or “property damage” arising out of the rendering of or failure to render any healthcare service by any physician, physician’s assistant, or nurse practitioner on behalf of the “educational organization”.

- B. The following is added to Section **II** – Who Is An Insured:

Any student intern of the “educational organization” while participating in any supervised practicum, field work experience or internship program which is a required part of the student’s curriculum at the “educational organization” is an insured.

- C. The following definitions are added to the Definitions section:

“Educational organization” means the entity or association shown as a Named Insured in the Declarations of the policy to which this endorsement is attached.

“Professional services” means:

- a. Services that may be legally performed only by a person holding a professional license, regardless of whether the person who actually performs that service is actually licensed; or
- b. Any service for which an insured natural person is compensated by any party other than the “educational organization”.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT AND PUBLIC RELATIONS EXPENSE COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Crisis Management And Public Relations Expense:	\$300,000	Aggregate Limit
Crisis Management Expense:	\$300,000	Each Crisis Event Limit
Public Relations Expense:		
Resulting From Crisis Event:	\$50,000	Each Crisis Event Limit
Resulting From Adverse Event:	\$25,000	Each Adverse Event Limit
Public Relations Expense Resulting From Adverse Event:	\$2,500	Each Adverse Event Deductible

A. The following is added to Section I – Coverages:

CRISIS MANAGEMENT AND PUBLIC RELATIONS EXPENSE COVERAGES

1. Insuring Agreements

a. Crisis Management Expense Insuring Agreement

- (1) We will reimburse you for reasonable and necessary "crisis management expense" arising out of a "crisis event", provided the "crisis event":
 - (a) Takes place in the "coverage territory"; and
 - (b) First commences during the policy period.
- (2) We will only reimburse you for "crisis management expense" incurred within the first 60 days immediately following the "crisis event". The end of the policy period will not cut short this 60 day period in which to incur "crisis management expense".
- (3) A "crisis event" will be deemed to have first commenced when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "crisis event" first becomes aware that the "crisis event" has commenced.
- (4) All related or interrelated "crisis events", including multiple acts actually or allegedly committed or attempted by the same person or persons, will be treated as one "crisis event" and will be deemed to have first commenced when the first of such "crisis events" first commences, and will be subject to the coverage and limits in effect at the time of the first "crisis event".

b. Public Relations Expense Insuring Agreement

- (1) We will reimburse you reasonable and necessary "public relations expense" arising out of "adverse publicity" provided:

- (a) The "adverse publicity" is the result of a "crisis event" or "adverse event" that takes place in the "coverage territory"; and
 - (b) The "adverse publicity" first commences during the policy period, regardless of when the "crisis event" or "adverse event" first commenced.
- (2) We will only pay "public relations expense" incurred within the first 60 days immediately following the "adverse publicity". The end of the policy period will not cut short this 60 day period in which to incur "public relations expense".
- If the intent to release "adverse publicity" by a third party becomes known to an insured, we will also reimburse you for "public relations expense" incurred for a period of up to 30 days, beginning when the intent to release "adverse publicity" first becomes known to the insured. However:
- (a) We must agree in writing, prior to incurring such "public relations expense" in advance of the actual release of "adverse publicity", to cover such "public relations expense"; and
 - (b) Under no circumstance will the amount we pay for the sum of "public relations expense" incurred in advance of and after the actual release of "adverse publicity" exceed the applicable limit of insurance.
- (3) An "adverse publicity" will be deemed to have first commenced at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "adverse publicity" first becomes aware:
- (a) That the "crisis event" has commenced; or
 - (b) Of the intent of a third party to release "adverse publicity".
- (4) All related or interrelated "adverse publicity" arising out of the same, related or interrelated "crisis events" or "adverse events", including multiple acts actually or allegedly committed or attempted by the same person or persons, will be treated as one "adverse publicity" and will be deemed to have first commenced when the first of such "adverse publicity" first commences.

2. Exclusions

This insurance does not apply to:

a. Access Or Disclosure Of Confidential Information Or Personal Information And Data-related Liability

"Crisis management expense" or "public relations expense" arising out of:

- (1) The access to any system or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, membership information, student information, financial information, credit card information, health information or any other type of nonpublic information by you or anyone acting on your behalf;
- (2) The loss of, theft of, loss of use of, damage to, deletion of, corruption of, or the inability to access or to manipulate electronic data;
- (3) The denial of electronic systems access or service because of an anticipated or actual electronic systems attack including, but not limited to, malware, phishing, SQL injection attack, cross-site scripting, denial-of-service attack, hijacking and man-in-the-middle attack, Trojan horse, application layer attack, compromised key attack, spyware, ransomware, cyber terrorism, or any type of computer virus; or
- (4) The unauthorized viewing, copying, use or manipulation of data by you or anyone acting on your behalf.

We will not be obligated to pay any costs associated with events described in Paragraphs (a) through (d) above, including but not limited to, costs related to extortion, ransom, forensics, credit monitoring, notification, regulatory costs, public relations, or business interruption.

As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

b. Contractual Liability

"Crisis management expense" or "public relations expense" that arises solely from the actual or alleged liability assumed by an insured through express, implied, actual or constructive contract, agreement, warranty, guarantee, or promise, unless such liability would have been attached to the insured even in the absence of such contract, agreement, warranty, guarantee, or promise. However, this exclusion shall not apply to "public relations expense" arising out of "adverse publicity" that results from an "adverse event".

c. Failure To Maintain Insurance

"Crisis management expense" or "public relations expense" arising solely from your failure to maintain insurance.

d. Failure to Pay Bonds

"Crisis management expense" or "public relations expense" arising solely due to your failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture. However, this exclusion does not apply to "public relations expense" arising out of "adverse publicity" that results from an "adverse event".

e. Governmental Services

"Crisis management expense" or "public relations expense" for any services provided by a governmental entity. This exclusion does not apply to services that are customarily charged by the providing governmental entity to the public.

f. Third Party Damages, Fines And Penalties

Any compensatory damages (including, but not limited to, compensatory damages because of "bodily injury", "property damage" or "personal and advertising injury" sustained as the direct result of a "crisis event" or "adverse event"), fines, penalties, punitive damages, exemplary damages, multiple damages, or other non-compensatory damages imposed upon the insured because of a "crisis event" or an "adverse event".

g. Sexual Misconduct

"Crisis management expense" or "public relations expense" arising out of any actual or alleged sexual abuse, sexual molestation, sexual harassment or sexual misconduct of any type.

h. War

(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 a government authority in hindering or defending against any of these.

B. With respect only to the coverage provided by this endorsement, Section III – Limits Of Insurance is replaced by the following:

Section III – Limits Of Insurance

1. The limits shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made;

c. Persons or organizations making claims; or

d. "Affected persons".

2. The Crisis Management And Public Relations Expense Aggregate Limit shown in the Schedule of this endorsement is most we will reimburse you for the sum of all "crisis management expense" and "public relations expense" arising out of all "crisis events" and "adverse publicity". The Crisis Management And Public Relations Expense Aggregate Limit shown in the Schedule of this endorsement is in addition to the limits of insurance provided by the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

3. Subject to Paragraph 2. above:

- a. The Each Crisis Event Limit for Crisis Management Expense shown in the Schedule of this endorsement is the most we will reimburse you for all "crisis management expense" arising out of any one "crisis event".
- b. The Each Crisis Event Limit for Public Relations Expense Resulting From Crisis Event shown in the Schedule of this endorsement is the most we will reimburse you for all "public relations expense" arising out of all "adverse publicity" resulting from any one "crisis event".
- c. The Each Adverse Event Limit for Public Relations Expense Resulting From Adverse Event shown in the Schedule of this endorsement is the most we will reimburse you for all "public relations expense" arising out of all "adverse publicity" resulting from any one "adverse event".

4. Subject to the limits of liability, exclusions and other terms of this endorsement, we will only be liable for "public relations expense" arising out of "adverse publicity that is the result of an "adverse event" that is in excess of the Each Adverse Event Deductible shown in the Schedule of this endorsement for Public Relations Expense Resulting From Adverse Event. Such deductible will apply separately to each "adverse event" that results in "adverse publicity" and will be deducted from our reimbursement to you. No deductible applies to "public relations expense" arising out of "adverse publicity" that is the result of a "crisis event".

The terms of this insurance, including the insured's duties in the event of an "adverse event" or "adverse publicity", apply irrespective of the application of the deductible.

C. With respect only to the coverage provided by this endorsement, Section IV – Commercial General Liability Conditions is amended as follows:

1. Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of A Crisis Event, Adverse Event, Adverse Publicity Or Claim

- a. You must see to it that we are notified as soon as practicable of a "crisis event", "adverse event" or "adverse publicity" which may result in a claim for reimbursement. To the extent possible, notice should include:
 - (1) How, when and where the "crisis event" or "adverse event" took place;
 - (2) The names and addresses of any "affected persons" and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "crisis event" or "adverse event", including any actual or anticipated "adverse publicity".
- b. You must notify us of the name of the "crisis management firm" selected prior to incurring any "public relations expense".
- c. You must submit a claim for reimbursement of "crisis management expense" or "public relations expense" within 60 days after incurring such "crisis management expense" or "public relations expense". Such claim must include invoices or receipts supporting all such "crisis management expense" or "public relations expense" actually incurred.
- d. No insured will, except at that insured's own cost, incur any expense without our consent.

2. Condition 4. Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for "crisis management expense" or "public relations expense" we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary, and our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

3. The following condition is added:

Two Or More Coverage Forms Or Policies Issued By Us

If the coverage provided by this endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "crisis event", "adverse event", "crisis management expense" or "public relation expense", the aggregate maximum limit of insurance under all of the Coverage Forms, policies or endorsements will not exceed the highest applicable limit of insurance under any one Coverage Form, policy or endorsement. This condition does not apply to any Coverage Form, policy or endorsement issued by us or an affiliated company specifically intended to apply as excess insurance over the coverage provided by this endorsement.

- D. With respect only to the coverages provided by this endorsement, the Definitions section is amended as follows:

1. Definition 4. "coverage territory" is replaced by the following:

4. "Coverage territory" means the United States of America (including its territories and possessions) Puerto Rico and Canada. "Coverage territory" includes "crisis events" and "adverse events" occurring anywhere in the world if such "crisis event" or "adverse event" occurs during an event officially sponsored, organized and controlled by you or during travel thereto or returning therefrom.

2. The following definitions are added:

"Act of violence" means:

- a. A threatened or an actual explosion or bombing;
- b. An intentional and unlawful act of deadly force involving the use of a lethal weapon or the threat of deadly force involving the display of a lethal weapon; or
- c. Any other type of mass attack or the imminent threat of a mass attack;

that is specifically directed against the insured institution, its students, members, customers, or other persons who may be victims or potential victims because of their presence at an insured location, or at an event or activity sponsored by you.

"Adverse event" means an unanticipated legal, financial, or regulatory situation. "Adverse event" includes, but is not limited to:

- a. The incapacity or death of an "executive officer" or institution leader of yours, other than incapacity or death resulting from a "crisis event";
- b. The criminal indictment of an "executive officer" or institutional leader of yours;
- c. The cancellation, withdrawal, or revocation by a non-government entity or person of major funding, donations, grants or bequests to you;
- d. Disclosure by you of your intention to file, or your actual filing, for protection under the federal bankruptcy law; or disclosure of a third party's intention to file, or its actual filing of, an involuntary bankruptcy petition under federal bankruptcy laws with the respect to you, unless such filing is the direct result of a "crisis event".
- e. Disclosure of the threatened or actual commencement by a third party of an action, audit or investigation alleging an "employment practices wrongful act" committed by any insured; or
- f. Disclosure of the threatened or actual commencement by a third party of an action, audit or investigation alleging discrimination, other than an "employment practices wrongful act", committed by any insured.

"Adverse event" does not include a "crisis event".

"Adverse publicity" means the publication of unfavorable information regarding the Named Insured, resulting directly from a "crisis event" or "adverse event", that can reasonably be considered sufficient and of a nature to materially reduce public confidence in the competence, integrity, or viability of the Named Insured to conduct operations.

"Affected persons" means those persons, including your "employees", who are subject to actual or imminent threat of "bodily injury", "property damage", or "personal and advertising injury".

"Care provider" means the family member of an insured who provides direct care to that insured.

"Crisis counseling expense" means expenses for psychological counseling services provided to "affected persons".

"Crisis counseling expense" does not include any medical expenses, including first aid, medicines, medical doctor office visits, or hospitalization".

"Crisis event" means an "urgent situation" caused by an act, whether man-made or an act of nature, that results in the actual or imminent threat of "bodily injury", "property damage" or "personal and advertising injury" sustained by one or more "affected persons", and arising from your institution or its operations or sponsored activities. "Crisis event" includes, but is not limited to:

- a. An "act of violence";
- b. Arson;
- c. Assault or battery;
- d. The taking of hostages, kidnapping or stalking;
- e. Terrorism (only if covered under the policy);
- f. Contamination of food, drink or pharmaceuticals;
- g. A major fire;
- h. Collapse of a building, structure or equipment;
- i. An automobile, watercraft or aircraft accident;
- j. Flood;
- k. Earthquake;
- l. Any event that results in permanent paralysis or traumatic brain injury to one or more individuals;
- m. Mud slide; or
- n. A drowning;

whether or not the initial act that leads to the "crisis event" commences during or prior to the policy period.

"Crisis event" does not include an "adverse event".

"Crisis management firm" means a public relations firm or law firm, retained or approved by us, that is hired to perform services of the type covered under "public relations expense" in connection with "adverse publicity" resulting from a "crisis event" or "adverse event".

"Crisis management expense" means:

- a. Reasonable and necessary "emergency transport expense", "crisis counseling expense", funeral expenses, travel expenses, and temporary living expenses actually incurred by you to provide relief or support to "affected persons";
- b. Reasonable and necessary expenses actually incurred by you to secure the scene of a "crisis event" when reasonably required because of an "act of violence";
- c. 60% of "loss of income" for:
 - (1) An insured who sustains "serious bodily injury";
 - (2) An insured held as a hostage; or
 - (3) The "care provider" of an insured described in Paragraph (1) or (2) above, provided the need for care is a result of such "serious bodily injury" or kidnapping;
- d. Rental of comparable substitute premises after the "crisis event" when reasonably required because of an "act of violence";
- e. Additional expenses actually incurred by you for the transportation of persons to and from a substitute premises described in Paragraph d. above;
- f. Security services for up to 15 days immediately following a "crisis event" if such services are required because of a "crisis event";

- g. Compensation paid to temporary personnel, hired to replace "employees" who have sustained "serious bodily injury" during a "crisis event". Such compensation shall not exceed the compensation of the "employee" being replaced; and
- h. Any other pre-approved reasonable and necessary expenses actually incurred by you after a "crisis event".

With respect to Paragraph c. above, in the event that another policy, program or plan pays a portion less than 60% of the "loss of income", we will reimburse the difference between that portion paid by the other policy, program or plan and 60% of the "loss of income".

"Crisis management expense" does not include "public relations expense".

"Emergency transport expense" means transport expenses, including emergency airlift, occurring within 24 hours after a "crisis event", to transport an "affected person" sustaining "bodily injury" as the result of a "crisis event" to a medical treatment facility.

"Employment practices wrongful act" means any of the following acts related to employment, but only if alleged by or on behalf of a past, present or prospective "employee" of the Named Insured:

- a. Wrongful dismissal, discharge or termination of employment, whether actual or constructive;
- b. Misrepresentation;
- c. Violation of employment laws;
- d. Sexual harassment or workplace harassment;
- e. Discrimination;
- f. Wrongful discipline;
- g. Wrongful deprivation of a career opportunity including a wrongful failure to hire or promote;
- i. Failure to grant tenure;
- j. Negligent employee evaluation;
- k. Retaliation;
- l. Failure to provide adequate workplace or employment policies or procedures;
- m. Defamation (including libel and slander);
- n. Invasion of privacy;
- o. Malicious prosecution;
- p. Wrongful demotion;
- q. Negligent reassignment;
- r. Violation of any federal, state or local civil rights laws;
- s. Negligent hiring;
- t. Negligent supervision;
- u. Negligent training;
- v. Negligent retention; or
- w. Acts described in Paragraphs a. through v. above arising from the use of the Named Insured's or a subsidiary entity of the Named Insured's internet, email, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the Named Insured or the Named Insured's subsidiary's internet, email, telecommunication or similar systems.

"Loss of income" means loss of an "affected person's" or "care provider's" actual gross income based on the salary of the "affected person" or "care provider" on the date of the "crisis event". "Loss of income" does not include:

- a. Any loss after the date on which an "affected person" dies; or
- b. Potential income that may have been received from overtime hours, on-call pay or similar types of compensation; or

- c. Compensation for paid sick leave, short-term disability, long-term disability, or family leave that was utilized because of "serious bodily injury".

"Public relations expense" means the expenses actually incurred by you for a "crisis management firm" to restore or maintain public confidence in your organization because of an anticipated or actual "crisis event" or "adverse event". "Public relations expense" includes the cost of necessary communications. "Public relations expense" does not include the salary of your "employees" or "crisis management expense".

"Serious bodily injury" means:

- a. Death of a person; or
- b. Other physical injury sustained by a person that causes serious impairment of body function, or permanent serious disfigurement. For the purpose of this definition, serious impairment of body function means an objectively manifested impairment of an important body function that affects the person's general ability to lead her or his normal life.

"Urgent situation" means a sudden and unexpected state or condition that requires immediate action or attention, whereby in the absence of such immediate action or attention, there is an imminent threat of "serious bodily injury" or significant loss to property or the environment is imminent.

E. Terrorism

Any conditions, exclusions or other provisions related to terrorism under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** apply to "crisis management expense" and "public relations expense" under this endorsement.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

CONFIRMATION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	\$100
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer.

Certified acts of terrorism coverage has been provided because either you have indicated to us or your agent that certified acts of terrorism coverage is desired or we have provided certified acts of terrorism coverage at no additional charge. If you have chosen to purchase certified acts of terrorism coverage, the premium charge is the amount shown in the Schedule of this notice.

If there is no premium shown above or the premium shown is \$0, there is no separate premium for the coverage during this policy period.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM

The following condition is added:

Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "occurrence", the aggregate maximum Limit of Insurance under all such Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM
FARM LIABILITY COVERAGE FORM

A. The following is added to the Exclusions Section:

Fungi Or Bacteria

1. This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any "insured" or by any other person or entity.
- c. Costs and expenses to investigate or defend any claim or "suit" or payment of any fine or penalty for the exclusions in Paragraphs a. or b. above.

2. This exclusion applies:

- a. Regardless of whether such is included within the "products-completed operations hazard".
- b. To any obligations to share damages with or repay someone else who must pay damages; and
- c. To any "fungi" existing, emanating from or moving anywhere indoors or outdoors.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

C. The addition of this Endorsement does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for "fungi" related injury, damage, expense, cost, loss, liability or legal obligation.

All other terms and conditions unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on the endorsement may or may not be defined in all Coverage Forms.

A. The following exclusion is added:

Asbestos

This insurance does not apply to, nor shall we have any duty to defend, any:

1. Loss arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising in whole or in part, either directly or indirectly out of asbestos.
2. Legal obligation of any "insured" for indemnification or contribution due to damages arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising out of or caused by asbestos.
3. Loss, cost, expense or damages arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize asbestos or in any way respond to, or assess the effects of asbestos; or
 - b. Claim or "suit" relating to testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing asbestos or in any way responding to, or assessing the effects of asbestos.

The addition of this endorsement does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for asbestos related injury, damage, expense, cost, loss, liability or legal obligation.

This exclusion applies despite any legal form a claim may take. For instance, there is no coverage for a claim alleging that any "insured" was negligent or in breach of contract by maintaining premises where the "insured" knew, or should have known, asbestos exposure existed.

- B. For the purpose of this endorsement, asbestos means any form of asbestos or asbestos-containing material, including but not limited to asbestos or asbestos-containing material that is:
1. Airborne as a fiber, particle or dust;
 2. Contained in a product;
 3. Carried or transmitted on clothing or by any other means;
 4. Inhaled or ingested; or
 5. Contained in or a part of any:
 - a. Building, building material or insulation product; or
 - b. Component part of any building, building material or insulation product.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD LIABILITY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on the endorsement may or may not be defined in all Coverage Forms.

The following exclusion is added:

Lead Liability

This insurance does not apply to, nor shall we have any duty to defend, any:

1. Loss arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising out of or caused by lead or any material or substance containing lead;
2. Legal obligation of any "insured" for indemnification or contribution due to damages arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising out of or caused by lead or any material or substance containing lead; or
3. Loss, cost, expense or damages arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize lead or any material or substance containing lead, or in any way respond to, or assess the effects of lead; or
 - b. Claim or "suit" relating to, testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing lead or any material or substance containing lead, or in any way responding to, or assessing the effects of lead.

The addition of this endorsement does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

This exclusion applies despite any legal form a claim may take. For instance, there is no coverage for a claim alleging that any "insured" was negligent or in breach of contract by maintaining premises where the "insured" knew, or should have known, lead exposure existed.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM

The following exclusion is added:

This insurance does not apply to:

Punitive Damages

1. Punitive or exemplary damages;
2. Fines, penalties or sanctions imposed by law; or
3. Defense costs related to any of the above.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

CRIME AND FIDELITY DECLARATIONS

POLICY NUMBER: 8502WSI036867-2

RENEWAL OF POLICY:

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)
SusQ-Cyber Charter School
240 Market Street, Box 1A, Suite 15 Bloomsburg PA 17815

Employee Benefit Plan(s) Included As Insureds:

Policy Period: From 7/1/2019 12:00:00 AM to 7/1/2020 12:00:00 AM at 12:01 A.M. Standard Time at your mailing address shown above.

Coverage Is Written: Primary Excess Coindemnity Concurrent

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY

Insuring Agreements, Limits Of Insurance And Deductibles		
Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1.Employee Theft	\$500,000	\$500
2.Forgery Or Alteration	\$500,000	\$500
3.Inside The Premises – Theft Of Money And Securities	\$0	\$0
4.Inside The Premises – Robbery Or Safe Burglary of Other Property	\$0	\$0
5.Outside The Premises	\$0	\$0
6.Computer And Funds Transfer Fraud	\$0	\$0
7.Money Orders And Counterfeit Money	\$0	\$0
8.Fraud Impersonation	\$0	\$0
Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this Policy are deleted.		

If Added By Endorsement:		
Insuring Agreement(s)	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence

Producer Number, Name and Mailing Address

A04NS, Henderson Brothers, Inc.
 920 Ft. Duquesne Blvd
 Pittsburgh, PA, 15222

Premium

Crime and Fidelity Premium: \$486

ENDORSEMENTS

Forms and Endorsements applying to Crime and Fidelity and made a part of this policy at time of issue:

CR 00 27	11 15	Government Crime Policy-Loss Sustained
CR 02 21	10 10	Pennsylvania Changes
CR 07 50	08 08	Amendment - Delete Provisions Regarding Certain Acts Of Terrorism (Applicable To Crime/Fidelity Only)
CR 20 20	10 10	Calculation of Premium
CR 20 21	10 10	Exclusion of Certain Computer-Related Losses
CR 25 44	10 10	ERISA Inflation Guard
IL 00 03	09 08	Calculation of Premium
IL 00 17	11 98	Common Policy Conditions
IL 01 66	09 07	Pennsylvania Changes - Actual Cash Value
IL 01 72	09 07	Pennsylvania Changes
IL 02 46	09 07	Pennsylvania Changes - Cancellation and Nonrenewal
IL 09 10	12 03	Pennsylvania Notice
MDCR 1000	01 14	Crime Declarations

Cancellation Of Prior Insurance

Cancellation of Prior Insurance Issued By Us

By acceptance of this insurance, you give us notice cancelling prior Policy Numbers: the cancellation to be effective at the time this Policy becomes effective.

These declarations, together with the Common Policy Conditions and Coverage Forms and any Endorsements, complete the above numbered policy.

Countersigned

7/1/2019 12:00:00 AM

By: *Kevin C. Beer*

DATE

AUTHORIZED REPRESENTATIVE

GOVERNMENT CRIME POLICY (LOSS SUSTAINED FORM)

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.i.:

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

a. 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 for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

4. Inside The Premises – Theft Of Money And Securities

We will pay for:

- a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":

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

- (2) Resulting directly from disappearance or destruction.

- b. 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. 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, or unlawful entry into, those containers.

5. Inside The Premises – Robbery Or Safe Burglary Of Other Property

We will pay for:

- a. Loss of or damage to "other property":
 - (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
 - (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
- b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

6. Outside The Premises

We will pay for:

- a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

7. Computer And Funds Transfer Fraud

a. We will pay for:

- (1) Loss resulting directly from a fraudulent:
 - (a) Entry of "electronic data" or "computer program" into; or
 - (b) Change of "electronic data" or "computer program" within; any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 7.a.(1)(a) and 7.a.(1)(b):
 - (i) "Money", "securities" or "other property" to be transferred, paid or delivered; or

- (ii) Your account at a "financial institution" to be debited or deleted.

- (2) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.

- b. As used in Paragraph 7.a.(1), fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

8. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This Policy does not cover:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this Policy and you or any of your officials, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed By Your Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (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 Or Personal Information

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information; or
- (2) The disclosure of your confidential or personal information. However, this Paragraph **1.d.(2)** does not apply to loss otherwise covered under this Policy that results directly from the use of your confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

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

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

h. 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.**

i. Nuclear Hazard

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

j. 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.

k. Virtual Currency

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

l. 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.
 - c. Trading**
Loss resulting from trading, whether in your name or in a genuine or fictitious account.
 - d. Treasurers Or Tax Collectors**
Loss caused by any treasurer or tax collector by whatever name known.
3. Insuring Agreements **A.4.**, **A.5.** and **A.6.** do not cover:
- a. Accounting Or Arithmetical Errors Or Omissions**
Loss resulting from accounting or arithmetical errors or omissions.
 - b. Exchanges Or Purchases**
Loss resulting from the giving or surrendering of property in any exchange or purchase.
 - c. Fire**
Loss or damage resulting from fire, however caused, except:
 - (1) Loss of or damage to "money" and "securities"; and
 - (2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":
 - (a) On the basis of unauthorized instructions; or
 - (b) As a result of a threat including, but not limited to:
 - (i) A threat to do bodily harm to any person;
 - (ii) A threat to do damage to any property;
 - (iii) A threat to introduce a denial of service attack into any "computer system";
 - (iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system"; or
 - (v) A threat to disseminate, divulge or utilize:
 - i. Your confidential information;
 - ii. Confidential or personal information of another person or organization; or
 - iii. Weaknesses in the source code within any "computer system".
- (2) However, this exclusion does not apply under Insuring Agreement **A.6.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or

- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.7. does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or
- (2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Insuring Agreement **A.7.b.**

b. 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.

c. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

- (1) Transfer, pay or deliver "money", "securities" or "other property"; or
- (2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement **A.7.a.(2)** or **A.7.b.**

e. 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.

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" is not required, and no additional premium will be charged 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 conceals or misrepresents 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.

e. Cooperation

You must cooperate with us in all matters pertaining to this Policy as stated in its terms and conditions.

f. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.**, **A.2.** or **A.3.**) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

g. Employee Benefit Plans

The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.** or **A.2.**, subject to the following:

- (1) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (2) The Deductible Amount applicable to Insuring Agreement **A.1.** or **A.2.** does not apply to loss sustained by any Plan.

h. 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 shown in the Declarations and up to three years afterward.

i. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this Policy, which is "discovered" by you no later than one 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 you, 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.

j. 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 j.(1) and j.(2) apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

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 are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than one 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, or payment by us to any employee benefit plan for loss sustained by that 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 two 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:

(a) This Policy became effective at the time of cancellation of the prior insurance; and

(b) The loss would have been covered under this Policy had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

(3) In settling loss under Paragraphs n.(1) and n.(2):

(a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this Policy or was written under the prior insurance issued by us.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this Policy. If no loss was sustained under this Policy, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this Policy, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

(4) The following examples demonstrate how we will settle losses subject to this condition:

Example Number 1

The Insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

Policy A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Policy B

Issued prior to Policy **A**. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Settlement Of Loss

The amount of loss sustained under Policy **A** is \$2,500 and under Policy **B**, \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy **A**. The Policy **A** Deductible Amount of \$5,000 applies. The loss is settled as follows:

(a) The amount of loss sustained under Policy **A** (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).

(b) The remaining amount of loss sustained under Policy **B** (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy **A** of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

Example Number 2

The Insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy **A** and Policy **B**.

Policy A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

Policy B

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

Settlement Of Loss

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B**, \$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:

(a) 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.

- (b) 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 Number 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.

Settlement Of Loss

The amount of loss sustained under Policy **A** is \$350,000; under Policy **B**, \$250,000; under Policy **C**, \$600,000; and under Policy **D**, \$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:

- (a) 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).
- (b) 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).
- (c) 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).
- (d) 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:
- (a) This Policy became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this Policy had it been in effect at the time of the "occurrence".
- (2) In settling loss subject to this condition:
- (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this Policy or was written under the prior cancelled insurance.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.
- (3) The insurance provided under this condition is subject to the following:
- (a) If loss covered under this condition is also partially covered under Condition **E.1.n.**, the amount recoverable under this condition is part of, not in addition to, the amount recoverable under Condition **E.1.n.**

(b) For loss covered under this condition that is not subject to Paragraph **o.(3)(a)**, the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this Policy and is limited to the lesser of the amount recoverable under:

- (i) This Policy as of its effective date; or
- (ii) The prior cancelled insurance had it remained in effect.

p. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this Policy, our obligations are limited as follows:

(1) Primary Insurance

When this Policy is written as primary insurance, and:

(a) You have other insurance subject to the same terms and conditions as this Policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

(b) You have other insurance covering the same loss other than that described in Paragraph **p.(1)(a)**, we will only pay for the amount of loss that exceeds:

- (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
- (ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this Policy.

(2) Excess Insurance

(a) When this Policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this Policy.

(b) However, if loss covered under this Policy is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

q. Ownership Of Property; Interests Covered

The property covered under this Policy is limited to property:

- (1) That you own or lease;
- (2) That is held by you in any capacity; or
- (3) For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

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 by 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

The value of any loss for purposes of coverage under this Policy shall be determined as follows:

(1) Money

Loss of "money" but only up to and including its face value.

(2) Securities

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:

- (a) 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
- (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (i) Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - (ii) Limit of Insurance applicable to the securities.

(3) Property Other Than Money And Securities

(a) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

- (i) The Limit of Insurance applicable to the lost or damaged property;
- (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
- (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

(b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph **x.(3)(a)**:

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(c) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreements A.1. And A.2.

a. Indemnification

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Insurance.

b. Termination As To Any Employee

These Insuring Agreements terminate as to any "employee":

- (1) As soon as:
 - (a) You; or

(b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in 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.**

4. Conditions Applicable To Insuring Agreements A.5. And A.6.

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. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".

2. "Computer system" means:

a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;

- b. Systems and applications software; and
 - c. Related communications networks;
- by which "electronic data" is collected, transmitted, processed, stored or retrieved.

3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.

4. "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.

5. "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.

6. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Employee":

a. Means:

(1) Any natural person:

(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

(b) Whom you compensate directly by salary, wages or commissions; and

(c) Whom you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee", as defined in Paragraph 7.a.(1), who is on leave; or

(b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you;

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in Paragraph 7.a.(2);

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan; or

(b) Your official while that person is engaged in handling "money", "securities" or "other property" of any employee benefit plan;

(5) Any natural person who is a former official, "employee" or trustee retained by you as a consultant while performing services for you; and

(6) Any natural person who is a guest student or intern pursuing studies or duties.

b. Does not mean:

Any agent, independent contractor or representative of the same general character not specified in Paragraph 7.a.

8. "Financial institution" means:

a. With regard to Insuring Agreement A.4.:

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or

(2) An insurance company.

b. With regard to Insuring Agreement A.7.:

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;

(2) An insurance company; or

(3) A stock brokerage firm or investment company.

c. Other than Insuring Agreements A.4. and A.7., any financial institution.

9. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution" as defined in Paragraph F.8.a.

10. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
11. "Fraudulent instruction" means:
- a. With regard to Insuring Agreement **A.7.a.(2)**:
 - (1) A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
 - (2) A written instruction (other than those covered under Insuring Agreement **A.3.**) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
 - b. With regard to Insuring Agreement **A.7.b.**:
A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.
12. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".
13. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value;
 - b. Traveler's checks and money orders held for sale to the public; and
 - c. In addition, includes:
 - (1) Under Insuring Agreements **A.1.**, **A.2.** and **A.3.**, deposits in your account at any "financial institution"; and
 - (2) Under Insuring Agreement **A.7.**, deposits in your account at a "financial institution" as defined in Paragraph **F.8.b.**
14. "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.**

15. "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.
16. "Premises" means the interior of that portion of any building you occupy in conducting your business.
17. "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.
18. "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".
19. "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".
20. "Theft" means the unlawful taking of property to the deprivation of the Insured.
21. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
 - a. By means of computer, telefacsimile, telephone or other electronic instructions; or
 - b. By means of written instructions (other than those covered under Insuring Agreement A.3.) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
22. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY 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.
- (5) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- (6) 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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
- (7) If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any other provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

C. The **Transfer Of Your Rights And Duties Under This Policy** Condition is replaced by the following:
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.

If you die, this policy will remain in effect as provided in Paragraph 1. or 2., whichever is later:

- 1. For 180 days after your death, regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
- 2. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy, including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

D. The following is added to the **Valuation – Settlement** Condition:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property, regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

E. The following is added to Section E. **Conditions: Insurance Services**

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 Services Exemption Act" of Pennsylvania provides that the insurance company, its agents, employees or service contractors acting on its behalf are 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.

**AMENDMENT – DELETE PROVISIONS REGARDING
CERTAIN ACTS OF TERRORISM
(APPLICABLE TO CRIME/FIDELITY ONLY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
GOVERNMENT CRIME COVERAGE FORM
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM

Any endorsement in this policy that refers to "certified act(s) of terrorism" is hereby amended to the effect that such endorsement does not apply to the Commercial Crime Coverage Form, Government Crime Coverage Form or Kidnap/Ransom And Extortion Coverage Form.

The inapplicability or omission of a terrorism exclusion does not serve to create coverage for any loss or damage that would otherwise be excluded under this Coverage Form, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

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

- A.** We will not pay for loss or damage resulting directly or indirectly from 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 micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components.
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded cause of loss as described in Paragraph **A.** of this endorsement results 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.

ERISA INFLATION GUARD

This endorsement modifies insurance provided under the following:

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

The following condition is added to the **Employee Benefit Plans** Condition:

For "employee benefit plans" subject to ERISA that are insured under the Employee Theft Insuring Agreement:

- a. If you "discover" loss sustained by an "employee benefit plan" and the Employee Theft Insuring Agreement of Insurance no longer complies with the minimum amount of coverage required for such plan(s) under ERISA, we agree to increase the Employee Theft Limit of Insurance with regard to such plan(s) so as to equal the minimum amount of coverage required under ERISA.
- b. However, the increased coverage afforded by this endorsement will only apply if the Employee Theft Insuring Agreement provided coverage in an amount that was equal to or greater than the minimum amount required under ERISA at the time the policy was issued.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART

A. For insurance provided under the:

Capital Assets Program (Output Policy) Coverage Part
 Commercial Inland Marine Coverage Part
 Commercial Property Coverage Part
 Crime And Fidelity Coverage Part
 Equipment Breakdown Coverage Part

The **TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY** Common Policy Condition is replaced by the following:

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.

If you die, this Coverage Part will remain in effect as provided in **1.** or **2.** below, whichever is later:

- 1.** For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
- 2.** Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

B. For insurance provided under the:

Capital Assets Program (Output Policy) Coverage Part
 Commercial Inland Marine Coverage Part
 Commercial Property Coverage Part
 Farm Coverage Part

The following is added to the **LOSS PAYMENT** Loss Condition and supersedes any provision to the contrary:

NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM

- 1.** Except as provided in **3.** below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- a.** Accept your claim;
- b.** Deny your claim; or
- c.** Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in **1.c.** above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.
3. The notice procedures in **1.** and **2.** above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

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.
- 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.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. 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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

- B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

PENNSYLVANIA NOTICE

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 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.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.



Markel Insurance Company

Ten Parkway North
Deerfield, Illinois 60015
(800) 431-1270

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Richard R. Dimman
Secretary

Ray W. Sales
President



Policy Number: 3602WSI036869-2

NAMED INSURED AND MAILING ADDRESS SusQ-Cyber Charter School 240 Market Street, Box 1A, Suite 15 Bloomsburg, PA 17815	INSURER MARKEL NSURANCE COMPANY 4600 Cox Road Glen Allen, VA 23060-9817	PRODUCER Henderson Brothers, Inc. 920 Ft. Duquesne Blvd Pittsburgh, PA 15222
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ISSUED BY

Wright Specialty Insurance Agency LLC
EDUCATORS LEGAL LIABILITY POLICY
POLICY DECLARATIONS

POLICY PERIOD: FROM 7/1/2019 to 7/1/2020 12:01 A.M.

AT THE INSURED'S MAILING ADDRESS

THIS IS A CLAIMS-MADE AND REPORTED POLICY. THE POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE, BUT NO LATER THAN 60 DAYS AFTER THE DATE OF EXPIRATION OF THE POLICY PERIOD, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE.

Item I. LIMIT OF LIABILITY	(a) \$1,000,000 EACH CLAIM (b) \$1,000,000 AGGREGATE
Item II. DEDUCTIBLE For Damages under Insuring Agreement A.1.a.(1) For Damages under Insuring Agreement A.1.a.(2). and A.1.b and A.1.c	(a) \$0 (b) \$5,000
Item III. NON MONETARY DEFENSE EXPENSE LIMIT	(a) \$100,000 EACH CLAIM (b) \$100,000 AGGREGATE
Item IV. NON MONETARY DEFENSE EXPENSE DEDUCTIBLE	\$5,000 EACH CLAIM
Item V. CRISIS MANAGEMENT FUND	Not Included AGGREGATE
Item VI. FLSA DEFENSE SUBLIMIT OF LIABILITY	(a) \$100,000 AGGREGATE
FLSA DEFENSE DEDUCTIBLE	(b) \$5,000 EACH CLAIM
Item VII. RETROACTIVE DATE	01/01/2015
Item VIII. PREMIUM DEVELOPMENT Annual premium: Surcharges And Taxes (per attached Schedule, if any): Total Premium, Surcharges and Taxes:	\$4,186 \$0 \$4,186
Item IX. NOTICE OF CLAIM OR WRONGFUL ACT TO INSURER: Wright Specialty Insurance Agency, LLC. 900 Stewart Avenue, Suite 600 Garden City, NY 11530	



Policy Number: 3602WSI036869-2

NAMED INSURED AND MAILING ADDRESS	INSURER	PRODUCER
SusQ-Cyber Charter School 240 Market Street, Box 1A, Suite 15 Bloomsburg, PA 17815	MARKEL NSURANCE COMPANY 4600 Cox Road Glen Allen, VA 23060-9817	Henderson Brothers, Inc. 920 Ft. Duquesne Blvd Pittsburgh, PA 15222

ISSUED BY

Wright Specialty Insurance Agency LLC
EDUCATORS LEGAL LIABILITY POLICY
POLICY DECLARATIONS

POLICY PERIOD: FROM 7/1/2019 to 7/1/2020 12:01 A.M.

AT THE INSURED'S MAILING ADDRESS

ENDORSEMENTS		
ENDORSEMENT NUMBER	EDITION DATE	DESCRIPTION
MDPL 1000	10 16	Educators Legal Liability Policy Declarations
MIL 1214	09 17	Trade Or Economic Sanctions
MJIL 1000	06 10	Markel Insurance Company Policy Jacket
MPIL 1007	03 14	Privacy Notice
MPIL 1083	04 15	U.S. Treasury Departments Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MPL 0001	10 16	Educators Legal Liability Coverage Form
MPL 1204	10 16	Deductible Applicable To Defense Expense
MPL 1206	10 16	Amendment Of Notice Requirement For Public School Districts
MPL 1215	10 16	Cap On Losses From Certified Acts Of Terrorism
MPL 1263	02 19	Notice of Wrongful Acts
MPL 1303	10 16	Exclusion – Crisis Management Coverage
MPL 1325	02 19	Exclusion - Firearms or Conducted Energy
MPL 1425-PA	10 16	Pennsylvania Amendatory
MPL 1700	10 16	ELL Coverage Form Table of Contents
MPL-TERR-1	01 15	Confirmation Of Certified Acts Of Terrorism Coverage – Terrorism Risk Insurance Act

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
7/1/2019	<i>Kevin C. Beer</i>



MARKEL INSURANCE COMPANY

EDUCATORS LEGAL LIABILITY COVERAGE FORM

THIS IS A CLAIMS-MADE AND REPORTED POLICY. THE POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE, BUT NO LATER THAN 60 DAYS AFTER THE DATE OF EXPIRATION OF THE POLICY PERIOD, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE.

VARIOUS PROVISIONS IN THIS COVERAGE FORM MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company or "insurer" providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

This policy is issued in reliance upon the statements made in the "application", which is incorporated into the Policy and forms a part hereof:

SECTION I – EDUCATORS LEGAL LIABILITY

A. Insuring Agreements

1. The following sets forth our obligations under the various coverages afforded by this Policy:

- a. **Insured Educators Liability**

- (1) **Insured Educators**

We will pay on behalf of the "insured educators" all "damages" for which the "insured educators" are not indemnified by the "educational organization" and which the "insured educators" become legally obligated to pay by reason of a "claim" first made against the "insured educators" and reported to us during the "policy period" or, if elected, the Extended Reporting Period, for any "wrongful act" taking place prior to the end of the "policy period".

- (2) **Educational Organization Indemnification**

We will pay on behalf of the "educational organization" all "damages" for which the "educational organization" has indemnified the "insured educators" and which the "insured educators" become legally obligated to pay by reason of a "claim" first made against the "insured educators" and reported to us during the "policy period" or, if elected, the Extended Reporting Period, for any "wrongful act" taking place prior to the end of the "policy period" and as otherwise covered under this Policy.

- b. **Educational Organization Liability**

We will pay on behalf of the "educational organization" all "damages" for which the "educational organization" becomes legally obligated to pay by reason of a "claim" first made against the "educational organization" and reported to us during the "policy period" or, if elected, the Extended Reporting Period, for any "wrongful act" taking place prior to the end of the "policy period".

- c. **Employment Practices Liability**

We will pay on behalf of the insured all “damages” for which the insured becomes legally obligated to pay by reason of a “claim” first made against them and reported to us during the “policy period” or, if elected, the Extended Reporting Period, for any “employment practices wrongful act” taking place prior to the end of the “policy period”.

d. Crisis Management Coverage

We will pay on behalf of the “educational organization” the “crisis management expense” first incurred during the “policy period” for which the “educational organization” becomes legally obligated to pay by reason of a “crisis event”:

- (1) First occurring during the “policy period”; or
- (2) Reasonably anticipated to first occur within 90 days of the inception date of the Policy.

However, our obligation to pay “crisis management expense” is limited to the Crisis Management Fund Aggregate shown in the Declarations regardless of the number of actual or anticipated “crisis events”. All expenses incurred as the result of the same actual or reasonably anticipated “crisis event” will be considered first incurred at the time the first of those expenses is incurred.

2. With respect to Paragraphs **A.1.a.** through **A.1.c.** above, we will have the right and duty to defend the insured against any “claim” seeking those “damages”. However, we will have no duty to defend the insured against any “claim” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle, with your consent, any “claim” that may result. But:

- a. The amount we will pay for “damages” is limited as described in Section **III** – Limit Of Liability And Deductible; and
- b. Our right and duty to defend ends when we have used up the applicable limit of liability in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments (Paragraph **C.** of Section **I**).

3. This insurance applies to “wrongful acts” only if:
 - a. The “wrongful act” takes place in the “coverage territory”;
 - b. The “wrongful act” did not take place, in whole or in part, before the Retroactive Date, if any, shown in the Declarations or after the end of the “policy period”; and
 - c. A “claim” for “damages” because of the “wrongful act” is first made against any insured in accordance with Paragraph **4.** below, during the “policy period” or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.
4. A “claim” by a person or organization seeking “damages” will be deemed to have been made at the earlier of the following times:
 - a. When notice of such “claim” is received and recorded by any insured or by us, whichever comes first; or
 - b. When we make settlement in accordance with Paragraphs **A.2.** above.

All “claims” for “damages” because of a “wrongful act” or “related wrongful acts” committed against the same person, including “damages” claimed by any person for care, loss of services, or death resulting at any time from the “wrongful act” or “related wrongful acts”, will be deemed to have been made at the time the first of such “claims” is made, regardless of the number of “claims” subsequently made against any insured.

All “claims” because of a “wrongful act” or “related wrongful acts” causing “damages” to the same person or organization will be deemed to have been made at the time the first of such “claims” is made, regardless of the number of “claims” subsequently made against any insured.

B. Exclusions

With respect to this section of the Policy, no fact pertaining to the conduct of any “insured educator” shall be imputed to any other “insured educator” and only facts pertaining to, or conduct of, any past, present, or future directors, trustees, officers, regents, governors, or members of the Board of Trustees of the “educational organization” shall be imputed to the “educational organization” or any “subsidiary” to determine if coverage is available.

This insurance does not apply to any “claim” or “wrongful act”, regardless of the cause of action or legal theory alleged, that is based upon, attributable to, related to, or arising out of:

1. Adverse Event

Any event that:

- a. Is caused by an intentional or criminal act, or a series of related intentional or criminal acts;
- b. Involves the use of a physical object, instrument, device, tool or weapon for the purpose of injuring any person; and
- c. Results in a person, other than the perpetrator, sustaining “bodily injury” or being held captive by someone who threatens to inflict “bodily injury”.

2. Asbestos, Silica, Lead, Radon Or Methane

- a. The actual, alleged or threatened discharge, dispersal, release or escape of asbestos, asbestos-containing materials, or asbestos-containing products, lead, lead paint, silica, radon or methane, including the costs of removal or correction; or
- b. Any direction or request to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize asbestos, asbestos-containing materials, asbestos-containing products, lead, lead paint, silica, radon or methane.

3. Bodily Injury

“Bodily injury” sustained by a person. This exclusion does not apply to mental anguish or other emotional distress resulting from an “employment practices wrongful act”.

4. Civil Disturbance

Strikes, riots, or civil commotions.

5. Contractual Liability

- a. Any construction, architectural or engineering contracts or agreements;
- b. Any collective bargaining agreement or any negotiated labor agreement; or
- c. The actual or alleged liability assumed by an insured under any express, implied, actual or constructive contract, agreement, warranty, guarantee, or promise, unless such liability would have attached to the insured even in the absence of such contract, agreement, warranty, guarantee, or promise; however, this exclusion **5.c.** shall not apply to a “claim” alleging an “employment practices wrongful act” or breach of an employment contract.

6. Fiduciary

Any breach of a fiduciary or similar duty, responsibility, or obligation in connection with workers’ compensation, disability benefits, unemployment compensation, employee benefit, retirement plan, or pension plan, including any pension, retirement, savings, or profit sharing plan subject to ERISA or similar state statute, or any violation of or failure to comply with ERISA or any similar state statute.

7. Failure To Maintain Insurance

The failure to effect or maintain any insurance or bond, including any insurance provided by self-insurance arrangements, self-insurance trusts, pools, captive insurance companies, risk retention groups, risk purchasing groups, reciprocal exchanges, or any other plan or agreement of assumption or risk transfer.

8. Failure To Pay Bonds

The failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture.

9. Fraudulent, Dishonest, Malicious, Criminal Or Intentional Wrongful Acts Or Omissions

Any fraudulent, dishonest, malicious, criminal, or intentional “wrongful act” or omission by an insured, including any insured gaining any profit, advantage or remuneration to which they were not legally entitled; except that coverage shall be applicable with respect to any insured who did not participate in, acquiesce to, or remain passive after having personal knowledge of such conduct. However, this exclusion shall not apply unless it is finally adjudicated that such conduct occurred.

10. Infringement Of Copyright, Patent, Trademark Or Trade Secret

Any misappropriation of any trade secret or infringement of patent, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan, copyright, service name, or other intellectual property rights.

11. Insured Versus Insured

Any "claim" brought by or on behalf or behest of any insured against any other insured. However, with respect to a "claim" for an "employment practices wrongful act", this exclusion only applies to cross-claims or countersuits.

12. Law Enforcement

Any "law enforcement activity". However, this exclusion shall not apply to a "claim" for an "employment practices wrongful act" or "law enforcement activities" provided by unarmed security guards of the "educational organization".

13. Medical Services

- a. The rendering of or failure to render medical services, including "incidental medical malpractice";
- b. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
- c. The handling of patients:
 - (1) From the place where they are accepted for movement into or onto the means of transport;
 - (2) During transport; or
 - (3) From the means of transport to the place where they are finally delivered;
- d. Dispatching of, or the failure or refusal to dispatch, personnel to provide any of the above services; or
- e. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee.

14. Modifications To Property

Costs to provide any accommodations required by the Americans With Disabilities Act, as amended, or any similar federal, state or local statute or regulation, including the modification of any building, property or facility to make it more accessible or accommodating to a disabled person.

This exclusion does not apply to any "claim" for retaliatory treatment by an insured against any person making a "claim" pursuant to such person's rights under the Americans With Disabilities Act or any similar federal, state or local statute or regulation.

15. Non-Monetary Damages

- a. Any obligation of the "educational organization" or any "subsidiary", as a result of a "claim" seeking relief or redress in any form other than monetary "damages", including but not limited to, any obligations of the "educational organization" or any "subsidiary" to modify any building or property, and including a "special needs hearing";
- b. Any obligation of the "educational organization" or any "subsidiary" to pay compensation earned by any insured in the course of employment, but not paid by the "educational organization" or any "subsidiary", including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days; or
- c. Any actual or alleged violation by any insured of the Fair Labor Standards Act or any similar state or local law; provided, however this shall not apply to the Equal Pay Act. "Defense expenses" provided pursuant to this Paragraph **c.** shall be subject to the FLSA Defense Sublimit Of Liability and Deductible shown in the Declarations, if any. This sublimit is part of and not in addition to the Aggregate Limit Of Liability shown in the Declarations.

Paragraphs **a.** and **b.** of this exclusion shall not apply to "defense expenses", subject to Section **III** – Limits Of Insurance And Deductible.

16. Outside Entity

An "insured educator" serving as an executive or employee of an "outside entity", if such "claim" is brought by the "outside entity" or by any "educational executive" or employee.

However this exclusion shall not apply to any matter claimed against any “insured educator” arising out of their services as directors, trustees, officers, regents, governors, or member of the Board of Managers of an “outside entity”, but only if such service is at the request of the “educational organization” or any “subsidiary”.

17. Personal Injury

“Personal injury”, other than libel, slander, defamation or malicious prosecution arising out of an “employment practices wrongful act”.

18. Pollution

- a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any “damages”, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) “Claim” or suit by or on behalf of a governmental authority for “damages” because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

19. Pending Or Prior Litigation, Proceedings Or Hearings

Any pending or prior litigation, proceeding or hearing as well as future “claim” or “claims” arising out of such pending or prior litigation, proceeding or hearing; however, if this Policy is a renewal of a policy issued by us, this exclusion shall only apply with respect to a pending or prior litigation, proceeding or hearing first held prior to the effective date of the first policy issued and continuously renewed by us.

20. Professional Services For Others

The rendering of or failure to render any “professional service” by an insured to any person or organization other than you unless done on your behalf or with your consent.

21. Property Damage

Physical injury to or loss of use of property.

22. Radioactive Material

- a. The construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; or
- b. Any nuclear reaction or radiation, or radioactive contamination.

23. Recording And Distribution Of Material Or Information In Violation Of Law

Any act or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

24. Securities

- a. Any purchase, sale, or offer of securities, solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended;
- b. Violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
- c. Regulation promulgated under the foregoing laws; or

- d. Any federal, state, local or foreign laws;
 - (1) Similar to the foregoing laws (including Blue Sky laws), or
 - (2) Regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law.

25. Sexual Abuse And Molestation

- a. "Sexual abuse and molestation" of a person; or
- b. Negligence or other wrongdoing by the insured in the:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision;
 - (4) Reporting to the proper authorities, or failure to so report; or
 - (5) Retention;of any person for whose acts the insured may be held liable for the actual or alleged "sexual abuse and molestation" of another person.

26. Violation Of Laws Applicable To Employers

Any responsibilities, obligations or duties imposed upon any insured by the National Labor Relations Act, the Workers Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, along with any amendments thereto or any similar provisions of federal, state or local law, except a "claim" for an "employment practices wrongful act" alleging retaliation for the exercise of any rights under such laws.

27. Willful Violations

The willful violation of any statute, ordinance or regulation by an insured. This exclusion does not apply to any insured who did not participate in, acquiesce to, or remain passive after having personal knowledge of such conduct. However, this exclusion shall not apply unless it is finally adjudicated that such conduct occurred.

28. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits, insurance benefits or unemployment compensation law or any similar law. However, this exclusion shall not apply to a "claim" for an "employment practices wrongful act" involving retaliation with regard to benefits paid or payable.

C. Supplementary Payments

We will pay, with respect to any "claim" against an insured we investigate, defend or settle:

- 1. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.
- 2. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.
- 3. All related "defense expenses".

These payments will not reduce the applicable limit of liability.

SECTION II – WHO IS AN INSURED

- A. The following is an insured:
 - 1. The "educational organization" shown as the Named Insured in the Declarations;
 - 2. Any "subsidiary";
 - 3. The Board of Education, Board of Trustees, Board of Regents, Board of Directors or other similar governing board of the "educational organization" or any "subsidiary";
 - 4. In the event of "financial insolvency", the resulting Debtor in Possession (or foreign equivalent status), if any;

5. All "insured educators"; and
 6. Any board authorized or mandated by the charter or other similar governing documents of the "educational organization", including all members thereof, but solely with respect to his or her own duties as a member of such board.
- B.** Each of the following is also an insured:
1. The estate, heirs, legal representatives or assigns of any duly elected or appointed directors, officers, trustees or the functional equivalent of such in the event of that person's death, incompetency, insolvency or bankruptcy;
 2. The spouse or legally recognized domestic partner of any duly elected or appointed directors, officers, trustees or the functional equivalent, for a "claim" arising solely out of his or her status as the spouse or domestic partner of such person, including a "claim" that seeks "damages" recoverable from assets jointly held by the spouse or domestic partner.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMIT OF LIABILITY AND DEDUCTIBLE

- A.** The limit of liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. Insureds;
 2. "Claims" made; or
 3. Persons or organizations making "claims".
- B.** The Non Monetary Defense Expense Aggregate Limit shown in the Declarations is the most we will pay for "defense expenses" for all "claims" seeking relief or redress in any form other than monetary "damages", including a consent decree, equitable remedy or injunctive relief.
- C.** Subject to Paragraph **B.** above, the Non Monetary Defense Expense Each Claim Limit shown in the Declarations is the most we will pay for "defense expenses" for all "claims" seeking relief or redress in any form other than monetary "damages", including a consent decree, equitable remedy or injunctive relief and arising out of any one "wrongful act".
- D.** The Aggregate Limit Of Liability as shown in the Declarations is the most we will pay for the sum of all covered "damages" because of all "wrongful acts".
- E.** Subject to Paragraph **D.** above, the Each Claim Limit Of Liability as shown in the Declarations is the most we will pay for "damages" arising out of any one "wrongful act" or "related wrongful acts".
- F.** Subject to the limits of liability, exclusions and other terms of this Policy, we shall only be liable for those "damages" that are in excess of the applicable deductible shown in the Declarations. Such deductible shall apply to each and every "claim" made because of any one "wrongful act" or "related wrongful acts" and shall be paid by the insured uninsured and at its own risk.

The terms of this insurance, including our right and duty to defend the insured against any suit seeking "damages" and the insured's duties in the event of a "wrongful act", "claim" or suit apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any "claim", and, upon notification of the action taken, you must promptly reimburse us for such part of the deductible amount that has been paid by us.

- G.** Subject to the limit of liability, exclusions and other terms of this Policy, with respect to a "claim" seeking "non-monetary relief", we shall only be liable for those "defense expenses" that are in excess of the Non Monetary Defense Expense Deductible shown in the Declarations. Such deductible shall apply to each and every "claim" for "non-monetary relief" and shall be paid by the insured uninsured and at its own risk.

The inclusion of more than one insured in any "claim" or the making of "claims" by more than one person shall not increase the applicable limit of liability or the deductible. Two or more "claims" arising out of a single "wrongful act" or "related wrongful acts" shall be treated as a single "claim" and will be subject to the Each Claim Limit Of Liability as shown in the Declarations, and only one deductible will apply as shown in the Declarations. All such "claims", whenever made, shall be considered first made during the "policy period" in which the earliest "claim" was first made.

The limits of liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, beginning with the inception of the "policy period" shown in the Declarations, unless the "policy period" is

extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of liability.

SECTION IV – CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

B. Consent To Settle

Except where otherwise stated or endorsed to this Policy, we shall not settle any "claim" without your consent. However, if you refuse to consent to the settlement of any "claim" recommended by us after receiving our request for consent to settle, and you elect to contest such "claim", thus requiring continued claims adjustment or legal proceedings relating to such "claim", the limit of liability to pay "damages" under this Policy will be the lesser of:

1. The amount of "damages" set forth in our written request for your consent to settle the "claim";
2. The actual "damages" settlement amount; or
3. The Each Claim and Aggregate Limit Of Liability shown in the Declarations.

In addition, all expenses relative to the continued claims adjustment or legal proceedings incurred after the date of your refusal to consent to settle shall be your sole responsibility.

C. Duties In The Event Of A Claim Or An Incident That May Result In A Claim

1. The insured shall, as a condition precedent to your rights to payment under this Policy only, give us written notice, to the address shown in the Declarations, of any "claim" made against you as soon as practicable after your General Counsel, Risk Manager, Human Resources Director, Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, or Chief Academic Officer, or equivalent positions, first becomes aware of such "claim", but in no event later than:
 - a. 60 days after the expiration of the "policy period"; or
 - b. The expiration of any applicable Basic Extended Reporting Period or, if elected, the Supplemental Extended Reporting Period, whichever is later.
2. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, defense or settlement of the "claim"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of a "wrongful act" to which this insurance may also apply.
3. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
4. If you have knowledge of a "wrongful act" for which a "claim" has not yet been received, you must notify us, in writing, at the address shown in the Declarations, as soon as practicable. Such notice must provide:
 - a. A description of the "wrongful act", including all relevant dates;
 - b. The names of the persons involved in the "wrongful act", including names of the potential claimants;
 - c. Particulars as to the reasons for anticipating a "claim" which may result from such "wrongful act";
 - d. The nature of the alleged or potential "damages" arising from such "wrongful act"; and
 - e. The circumstances by which the insured first became aware of the "wrongful act".

Notice of a "wrongful act" is not notice of a "claim".

D. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join us as a party or otherwise bring us into a "claim" asking for "damages" from an insured; or
2. To sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

We will also not be liable for the insured's share of any payment due because of a settlement or judgment for which the insured is responsible under Section III – Limit Of Liability And Deductible, Paragraph F.

E. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent, self-insurance or otherwise, with respect to any "claim" covered by this Policy. This Policy is also specifically written to be excess over any other coverage available to the insured under any extended reporting period, optional extended reporting period, automatic extended reporting period, or any other similar period in any prior policy or policies.

F. Representations

By accepting this Policy, you agree that:

1. The statements in the "application" and Declarations are accurate and complete;
2. The statements in the Declarations are based upon representations you made to us; and
3. We have issued this Policy in reliance upon your representations.

G. Separation Of Insureds

Except with respect to the limits of liability, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom a "claim" is made.

H. Transfer Of Rights Of Recovery Against Others To Us

If an insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring a suit or transfer those rights to us and help us to enforce them.

I. If You Are Permitted To Select Defense Counsel

If, by mutual agreement or court order, the insured is given the right to select defense counsel and the applicable limit of liability has not been exhausted, the following provisions apply:

1. We retain the right to:
 - a. Settle with your consent, approve or disapprove the settlement of any "claim"; and
 - b. Appeal at our discretion any judgment, award or ruling at our expense.
2. You and any other involved insured must:
 - a. Continue to comply with Section IV – Conditions, Paragraph C. Duties In The Event Of A Claim Or An Incident That May Result In A Claim as well as the other provisions of this Policy; and
 - b. Direct defense counsel of the insured to:
 - (1) Furnish us with the information we may request to evaluate those "claims" for coverage under this Policy; and
 - (2) Cooperate with any counsel we may select to monitor or associate in the defense of those "claims".
3. If we defend you under a reservation of rights, both your and our counsel will be required to maintain records pertinent to your "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

J. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal at least 30 days before the end of the "policy period", or earlier if required by the state law or regulation controlling the "application" of this Policy.

If notice is mailed, proof of mailing will be sufficient proof of notice.

K. Cancellations

1. By the "educational organization":

This Policy may be canceled by the "educational organization" on behalf of all insureds by surrender of this Policy or by giving written notice to us stating the date on which the cancellation shall be effective. If the "educational organization" cancels the Policy under this provision, we shall retain the customary short rate proportion of the premium for this Policy.

2. By us:

a. This Policy may be canceled by us by delivering to the "educational organization" or by mailing to the "educational organization" by certified mail, at the address shown in the Declarations, written notice stating when the cancellation shall be effective. The effective date shall not be less than 30 days from the date of the notice. The mailing of the notice in accordance with this section shall be sufficient proof of the required notice and this Policy shall terminate at the date and hour specified in the notice.

b. If the "educational organization" has failed to pay a premium when due, or has failed, after demand, to reimburse us such amounts we have paid as "damages", defense costs, charges or expenses within the amount of the applicable deductible, this Policy may be canceled by us by mailing written notice of cancellation to the "educational organization" by certified mail, at the address shown in the Declarations, stating when the cancellation shall be effective. The effective date shall not be less than 10 days from the date of the notice. The mailing of the notice in accordance with this section shall be sufficient proof of the required notice and this Policy shall terminate at the date and hour specified in the notice.

c. If we cancel this Policy, we shall retain the pro rata portion of the premium. Payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of the cancellation, but such payment shall be made by us as soon as practicable.

L. Sole Representative

The first Named Insured listed in the Declarations will act on behalf of all insureds to:

1. Give or receive notice of cancellation;
2. Receive premium or payment;
3. Select or reject coverage options; or
4. Request changes in this Policy.

M. Crisis Management Coverage Provisions

1. No deductible shall apply to "crisis management expense".
2. We will pay such "crisis management expense" from the first dollar subject to all other terms and conditions of this Policy, including Section III – Limit Of Liability And Deductible.
3. An actual or anticipated "crisis event" shall be reported to us as soon as practicable, but in no event later than 30 days after the "educational organization" first incurs "crisis management expense" for which coverage will be requested under this Policy.

N. Assignment

Neither this Policy, nor any insured's interest under this Policy, may be assigned.

O. Priority Of Payment

In the event of a "claim" for which payment is otherwise due under this Policy but which "claim" in the aggregate exceeds the remaining available limit of liability for this Policy, we shall:

1. First pay such "claim" for which coverage is provided under Insuring Agreement **A.1.a.** of this Policy; then

2. With respect to whatever remaining amount of the applicable limit of liability is available after payment of 1. above, pay such "claim" for which coverage is provided under any other Insuring Agreement of this Policy.

SECTION V – EXTENDED REPORTING PERIODS

IMPORTANT: If this Policy is not renewed when it expires, or if similar coverage is not purchased from another carrier upon expiration, a gap in coverage protection will result. This is because the basic extended reporting period and any supplemental extended reporting period only provide additional time within which to report "claims" that arose from "wrongful act(s)" which occurred after the Retroactive Date of this Policy as shown in the Declarations, but prior to the end of the "policy period". The extended reporting periods described below do not apply to "claims" arising from "wrongful act(s)" which occur after the end of the "policy period".

A. Basic Extended Reporting Period

A Basic Extended Reporting Period is automatically provided under this Policy without additional charge. This period starts on the date this Policy is canceled or non-renewed and lasts for 60 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance the insured purchases, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

When the Basic Extended Period applies, the Each Claim and Aggregate Limit Of Liability are extended to include "claims" first made during the Basic Extended Reporting Period; however, the Aggregate limit is not reinstated or increased.

B. Supplemental Extended Reporting Period

A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. Once purchased, the Supplemental Extended Reporting Period begins 60 days after the date this Policy is canceled or non-renewed.

When the Supplemental Extended Reporting Period applies, the Each Claim and Aggregate Limits Of Liability are extended to include "claims" first made during the Supplemental Extended Reporting Period; however, the Aggregate limit is not reinstated or increased.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limits of insurance available under this endorsement for future payment of "damages"; and
4. Other related factors.

The additional premium will not exceed 225% of the annual premium for this endorsement.

The endorsement will set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first reported during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

C. Notification Of Extended Reporting Periods

The right to purchase a Supplemental Extended Reporting Period shall lapse unless, within 30 days after the cancellation or non-renewal of this Policy, the "educational organization" advises us of its desire to purchase and pays the premium for the applicable Supplemental Extended Reporting Period. Once in effect, the Supplemental Extended Reporting Period cannot be canceled. The premium for the Supplemental Extended Reporting Period is fully earned at inception of the period.

D. Cancellation For Non-Payment Or Fraud And Supplemental Extended Reporting Period Coverage

The right to purchase a Supplemental Extended Reporting Period does not apply if this Policy is cancelled because of non-payment of premium or fraud on the part of any insured.

E. Date Of Claims Made During Extended Reporting Period

The Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. Subject otherwise to the Policy's terms, limits of liability, deductible, exclusions and conditions, this Policy is extended to apply

to "claims" first made during the Basic Extended Reporting Period or, if elected, the Supplemental Extended Reporting Period, but only to such "claims" that arise out of a "wrongful act(s)" committed on or after the Policy's Retroactive Date but prior to the end of the "policy period". "Claims" for "wrongful act(s)" which are first received by us during an Extended Reporting Period shall be deemed to have been made on the last day of the "policy period".

SECTION VI – DEFINITIONS

- A.** "Adverse publicity" means the publication of unfavorable information regarding the "educational organization" which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the "educational organization" to conduct operations. Such publication must occur in a report about, or include a specific mention of, an insured appearing:
1. In a daily newspaper of general circulation;
 2. In a magazine or other published periodical;
 3. On a radio or television news program;
 4. On the internet; or
 5. On any social media format.
- B.** "Application" means all "applications", including any attachments thereto, and all other information and materials submitted by or on behalf of the insured to us in connection with the underwriting of this Policy or any policy with an inception date within 36 months prior to the inception date of this Policy, of which this Policy is a renewal or replacement. All such "applications", attachments, information, materials and documents are deemed attached to and incorporated into this Policy.
- C.** "Bodily injury" means physical injury to the body, physical pain, sickness, disease, death, and mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation.
- D.** "Claim" means any of the following alleging a "wrongful act" by an insured:
1. A written demand for monetary or non-monetary (including injunctive) relief made against any insured;
 2. A civil proceeding, including any appeals therefrom, made against any insured seeking monetary or non-monetary (including injunctive) relief commenced by service of a complaint or similar pleading;
 3. A formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any insured commenced by the receipt of charges, formal investigative order, service of summons or similar document;
 4. Any arbitration, mediation or similar alternative dispute resolution proceeding if any insured is obligated to participate in such proceeding;
 5. A written request that the insured enter into an agreement to toll any applicable statute of limitation prior to the commencement of any judicial, administrative, regulatory or arbitration proceeding;
 6. A "special needs hearing".
- In no event shall the term "claim" include any labor or grievance proceeding which is subject to a collective bargaining agreement.
- E.** "Coverage territory" means:
1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **E.1.** above; or
 3. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in Paragraph **E.1.** above, but is away for a short time on your business provided the insured's responsibility to pay "damages" is determined in a suit on the merits, in the territory described in **E.1.** above or in a settlement to which we agree.
- F.** "Crisis event" means one of the following:
1. The incapacity, death or state or federal criminal indictment of an "educational executive";

2. The cancellation, withdrawal or revocation of \$500,000 or more in funding, donation(s), grant(s), or bequest(s) by a non-government entity or person to the “educational organization”;
3. Disclosure by the “educational organization” of:
 - a. Its intention to file or its actual filing for protection under federal bankruptcy law, or
 - b. A third-party’s intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the “educational organization”;
4. Disclosure by the “educational organization” of the threatened or actual commencement by a third party of an action, audit, or investigation alleging an “employment practices wrongful act” by the “educational organization” which has caused or is reasonably likely to cause “adverse publicity”; or
5. “Material event”.

G. “Crisis management expense” means:

Expenses of the type listed in Paragraphs 1. and 2. below that are incurred by the “educational organization” during a period beginning 90 days prior to and in reasonable anticipation of a “crisis event” and ending 90 days after an actual or reasonably anticipated “crisis event”, irrespective of whether a “claim” is actually made with respect to the subject “crisis event”:

1. The reasonable and necessary expenses directly resulting from a “crisis event” which the “educational organization” incurs for “crisis management services” provided to the “educational organization” by a “crisis management firm”; and
2. The reasonable and necessary expenses directly resulting from a “crisis event” which the “educational organization” incurs for:
 - a. Advertising, printing, or mailing of matter relevant to the “crisis event”, and
 - b. Out of pocket travel expenses incurred by or on behalf of the “educational organization” or the “crisis management firm”.

We must have been notified of the “crisis management expense” within 30 days of the date the “educational organization” first incurs the subject “crisis management expense”.

“Crisis management expense” does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of an insured.

- H.** “Crisis management firm” means a marketing firm, public relations firm, law firm, or other “professional services” entity retained by us or by the “educational organization” with our prior written consent, to perform “crisis management services” arising out of a “crisis event”.
- I.** “Crisis management services” means the “professional services” provided by a “crisis management firm” in counseling or assisting the “educational organization” in reducing or minimizing the potential harm to the “educational organization” caused by the public disclosure of a “crisis event”.
- J.** “Damages” means settlements, judgments, post-judgment interest, front and back pay (except for compensation earned by an employee, including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days) and compensatory damages. Where allowable by statute, “damages” includes punitive damages, exemplary damages or the multiplied portion of multiple damages awarded.

“Damages” shall not include:

1. “Defense expenses”;
2. Criminal or civil fines or penalties imposed by law, or taxes (except for the 10% excess benefit tax assessed by the Internal Revenue Service against any “insured educator” pursuant to 26 USC §4958 (a)(2));
3. The value of tuition or scholarships, books, fees associated with educational activities, employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof;
4. Any amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed;
5. “Non-monetary relief”;

6. Any liability or costs incurred to modify any building or property to make it more accessible or accommodating to any person;
 7. Attorney's fees, costs, and expenses awarded to any claimant or plaintiff(s) unless covered "damages" are also awarded;
 8. Any amount which an insured was already obligated to pay at the time of the "wrongful act", including any amount that an insured would have been obligated to pay under the terms and conditions of any agreement or any amount that an insured would have been obligated to pay had that agreement remained in effect; and
 9. "Crisis management expense".
- K.** "Defense expenses" means payments allocated to a specific "claim" we investigate, settle or defend, for its investigation, settlement or defense, including:
1. Fees and salaries of attorneys and paralegals we retain on your behalf.
 2. The premium for any appeal bond, attachment bond or similar bond, but without any requirement for us to apply for or furnish any such bond.
 3. Reasonable fees of attorneys the insured retains with our consent or when a court order (or when required by administrative hearing or proceeding), gives the insured the right to select defense counsel to defend against a "claim".
 4. All other litigation or administrative hearing expenses, including fees or expenses of expert witnesses hired either by us or by the defense attorney retained by an insured in accordance with Paragraph 2. above.
 5. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$250 a day because of time off from work.
 6. Costs taxed against the insured in the "claim".
- "Defense expenses" does not include the wages, salaries or expenses of our employees, or the wages, salaries, expenses or fees of any "insured educator" except as provided in Paragraph 4. above.
- L.** "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any applicable federal, state or local statutes, rules or regulations.
- M.** "Educational executive" means any natural person who was, now is or shall become a duly elected or appointed director, officer, trustee, manager, in-house general counsel, governor, duly constituted committee member, or the functional equivalent of such positions.
- N.** "Educational organization" means the entity listed as the Named Insured on the Declarations.
- O.** "Employed lawyer legal services" means legal services provided by any "insured educator" as an attorney, but only if such services are performed for the "educational organization" or any "subsidiary" and in the "insured educator's" capacity with the "educational organization" or any "subsidiary". "Employed lawyer legal services" shall not include legal services rendered by any "insured educator" for any third party.
- P.** "Employment practices wrongful act" means any of the following acts related to employment, but only if alleged by or on behalf of an "insured educator" or an applicant to be an "insured educator":
1. Wrongful dismissal, discharge or termination of employment, whether actual or constructive;
 2. Misrepresentation;
 3. Violation of employment laws;
 4. "Sexual harassment" or workplace harassment;
 5. "Discrimination";
 6. Wrongful failure to employ or promote;
 7. Wrongful discipline;
 8. Wrongful deprivation of a career opportunity including a wrongful failure to hire or promote;
 9. Failure to grant tenure;

10. Negligent employee evaluation;
 11. Retaliation;
 12. Failure to provide adequate workplace or employment policies or procedures;
 13. Defamation (including libel and slander);
 14. Invasion of privacy;
 15. Malicious prosecution
 16. Wrongful demotion;
 17. Negligent reassignment;
 18. Violation of any federal, state, or local civil rights laws;
 19. Negligent hiring;
 20. Negligent supervision;
 21. Negligent training;
 22. Negligent retention; or
 23. Acts described in Paragraphs 1. through 22. above arising from the use of the “educational organization’s” or “subsidiary’s” internet, email, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the “educational organization’s” or “subsidiary’s” internet, email, telecommunication or similar systems.
- Q.** “Financial insolvency” means the “educational organization” becoming a Debtor in Possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the “educational organization”.
- R.** “Incidental medical malpractice” means injury arising out of emergency medical services rendered or which reasonably should have been rendered to any person or persons by any duly certified emergency medical technician, paramedic, or nurse who is:
1. An “insured educator”; or
 2. Acting on behalf of the “educational organization” to provide such services, but is not employed, either full-time or part-time, at a hospital, clinic, or nursing home facility.
- S.** “Insured educator” means all persons who were, now are, or shall be directors, trustees, officers, regents, governors, members of the Board of Trustees (or similar board), employees, leased employees, temporary or seasonal employees, interns, student teachers, substitute teachers, teaching assistants, volunteers or staff members of the “educational organization” or any “subsidiary”, including any executive board members and committee members whether salaried or not but only for actions taken within the scope of their duties for the “educational organization”.
- T.** “Law enforcement activity” means activities, services, advice or instruction that are within the scope of the authorized duties of the “educational organization’s” law enforcement or security guard personnel.
- U.** “Material event” means any event, other than those events listed in Paragraphs 1. through 4. of the definition of “crisis event”, which has caused or which would reasonably be likely to result in “adverse publicity”, but only if such event is listed on an endorsement made a part of this Policy prior to the event occurring.
- V.** “Non-monetary relief” means the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.
- W.** “Outside entity” means any:
1. For profit organization; or
 2. Not-for-profit corporation, community chest, fund or foundation that is not included in the definition of “educational organization” or “subsidiary” and that is exempt from federal income tax as an organization described in Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, and any other entity organized for religious or charitable purposes under any non-profit organization act or statute.
- X.** “Personal injury” means any injury arising out of:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization; or
5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

Y. "Policy period" means the period of time specified on the Declarations or its earlier termination, if applicable.

Z. "Pollutants" means any substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This definition of "pollutants" applies whether or not such irritant or contaminant has any function in your operations, premises, site or location.

AA. "Professional service" means any service:

1. That may be legally performed only by an individual holding a professional license, regardless of whether the person is licensed or not; or
2. Provided for a fee or any other remuneration by an insured to any person or organization other than the "educational organization".

BB. "Related wrongful acts" means "wrongful acts" which are causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

CC. "Sexual abuse and molestation" means any actual, attempted or alleged criminal sexual conduct by a person or persons acting in concert toward another person, which causes physical or mental injuries. "Sexual abuse and molestation" includes:

1. Sexual molestation,
2. Sexual assault,
3. Sexual exploitation, or
4. Sexual injury.

"Sexual abuse and molestation" does not include "sexual harassment".

DD. "Sexual harassment" means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature by a person or persons acting in concert toward another person, which causes physical or mental injuries. "Sexual harassment" includes the above conduct:

1. When submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
2. When such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

"Sexual harassment" does not include "sexual abuse and molestation".

EE. "Special needs hearing" means a due process hearing:

1. Conducted at the written request of a student's parent(s), legal guardian or the "educational organization";
2. Which is presided over by an impartial arbiter; and
3. Of which the subject is the special educational needs of a student.

FF. "Subsidiary" means:

1. Any entity which qualifies as a not-for-profit organization under the Internal Revenue code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and for which the "educational organization" has or controls the right to elect or appoint more than 50% of the Board of Directors or other governing body of such entity as of the inception date of this Policy;

2. Any similar entity which was created or acquired by the “educational organization” after the inception date of this Policy, if the entity’s total assets do not exceed 35% of the total consolidated assets of the “educational organization” as of the inception date of this Policy; or
3. Any other entity added as a “subsidiary” by written endorsement to this Policy.

GG. “Third party wrongful act” means actual or alleged:

1. “Discrimination” against a third party; or
2. “Sexual harassment” of a third party; or
3. Civil rights violations against a third party related to Paragraphs 1. or 2. above.

HH. “Wrongful act” means:

Any of the following by the “educational organization”, any “subsidiary”, or any “insured educators” acting in their capacity with the “educational organization” or “subsidiary”:

1. Actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty;
2. Actual or alleged error or omission in the rendering of or the failure to render “employed lawyer legal services”;
3. “Employment practices wrongful act”; or
4. “Third party wrongful act”.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE APPLICABLE TO DEFENSE EXPENSE

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

Paragraph F. of Section III – Limit Of Liability And Deductible is replaced by the following:

- F. Subject to the limits of liability, exclusions and other terms of this Policy, we shall only be liable for those “damages” and “defense expenses” that are in excess of the applicable deductible shown in the Declarations. Such deductible shall apply to each and every “claim” made because of any one “wrongful act” or “related wrongful acts” and shall be paid by the “insured” uninsured and at its own risk.

The terms of this insurance, including our right and duty to defend the insured against any “suit” seeking “damages” and the insured’s duties in the event of a “wrongful act”, “claim” or “suit” apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any “claim”, and, upon notification of the action taken, you must promptly reimburse us for such part of the deductible amount that has been paid by us.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF NOTICE REQUIREMENT FOR PUBLIC SCHOOL DISTRICTS

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

Paragraph C.1. Duties In The Event Of A Claim Or An Incident That May Result In A Claim is replaced by the following:

1. The insured shall, as a condition precedent to your rights to payment under this Policy only, give us written notice to the address shown in the Declarations, of any "claim" made against you as soon as practicable after your General Counsel, Risk Manager, Human Resources Manager, Superintendent, Assistant Superintendent, Principal, Assistant Principal, or Dean (or equivalent positions) first becomes aware of such "claim", but in no event later than:
 - a. 60 days after the expiration of the "policy period"; or
 - b. The expiration of any applicable Basic Extended Reporting Period, or, if elected, the Supplemental Extended Reporting Period, whichever is later.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such cases insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.
- B. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Insurance Act, to be an act of terrorism pursuant to such Act. The federal Terrorism Risk Insurance Act set forth the following criteria for a "certified act of terrorism":
 - 1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any "damages" that are otherwise excluded under this Policy.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED CONDITION – NOTICE OF WRONGFUL ACTS

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

The following is added to Paragraph 4. of Condition C. Duties In The Event Of A Claim Or An Incident That May Result In A Claim under Section IV – Conditions:

Any such reported "wrongful act" that subsequently becomes a "claim" made against any insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this Coverage Form.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CRISIS MANAGEMENT COVERAGE

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

- A. Paragraph **A.1.d.** Crisis Management Coverage of Section **I** – Educators Legal Liability is deleted in its entirety.
- B. The following is added to Paragraph **B.** Exclusions of Section **I** – Educators Legal Liability:
This insurance does not apply to any “claim” or “wrongful act”, regardless of the cause of action or legal theory alleged, that is based upon, attributable to, related to, or arising out of:

Crisis Event

A “crisis event”.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FIREARMS OR CONDUCTED ENERGY DEVICES

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

A. The following is added to Paragraph **B.** Exclusions under Section **I** – Educators Legal Liability:

This insurance does not apply to any "claim" or "wrongful act", regardless of the cause of action or legal theory alleged, that is based upon, attributable to, related to, or arising out of:

Firearms Or Conducted Energy Devices

The carrying (whether or not concealed), use, misuse or discharge of, or the failure to use or discharge, a "firearm" or "conducted energy device" by any insured, employee of an insured, or contractor of any security or similar company.

This exclusion applies even if the "claims" against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "claim" or "wrongful act" in any way involved a "firearm" or "conducted energy device".

B. The following definitions are added to the Definitions section:

"Conducted energy device" means a weapon primarily designed to disrupt a subject's central nervous system by means of deploying electrical energy sufficient to cause uncontrolled muscle contractions and override an individual's voluntary motor responses.

"Firearm" means any pistol, rifle, shotgun, or other device that uses gunpowder to launch projectiles.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA AMENDATORY

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

A. Section IV – Conditions is amended as follows:

1. Condition J. When We Do Not Renew is replaced by the following:

J. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal, stating the specific reason for nonrenewal, at least 60 days before the end of the “policy period”.

Increase of Premium

If there is an increase to the renewal premium, we will mail or deliver to the first Named Insured at the address shown in the Declarations, written notice of intent to increase the premium at least 30 days before the effective date of the premium increase

If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

2. Paragraph 2. of Condition K. Cancellations is replaced by the following:

2. By Us:

a. This Policy may be canceled by us by delivering to the “educational organization” or by mailing to the “educational organization” by registered or first class mail, at the address shown in the Declarations, written notice stating when the cancellation shall be effective. Notice of cancellation will state the specific reason for cancellation. The effective date shall not be less than 60 days from the date of the notice. The mailing of the notice in accordance with this section shall be sufficient proof of the required notice and this Policy shall terminate at the date and hour specified in the notice. Policies may be canceled only for the following reasons:

- (1) Material misrepresentation or fraud which affects insurability of risk;
- (2) Loss of or a substantial decrease in reinsurance certified by the Commissioner as affecting in-force policies;
- (3) 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”; or
- (4) Material failure to comply with policy terms, conditions or contractual duties.

New policies in effect for less than 60 days may be terminated by us for any valid underwriting reason.

b. If the “educational organization” has failed to pay a premium when due, or has failed, after demand, to reimburse us such amounts we have paid as “damages”, defense costs, charges or expenses within the amount of the applicable deductible, this Policy may be canceled by us by mailing written notice of cancellation to the “educational organization” by registered or first class mail, at the address shown in the

Declarations, stating when the cancellation shall be effective. The effective date shall not be less than 15 days from the date of the notice. The mailing of the notice in accordance with this section shall be sufficient proof of the required notice and this Policy shall terminate at the date and hour specified in the notice.

- c. If we cancel this Policy, we shall retain the pro rata portion of the premium. Payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of the cancellation, but such payment shall be made by us within 10 business days after the date of cancellation. If the Policy is cancelled by you, any unearned premium due will be returned within 30 days after the date of cancellation.

- 3. The following is added to Section **IV** – Conditions:

Your Right to Claim and “Occurrence” Information

At the insured's request, we shall provide loss information to the insured for at least three years or the period of time during which we have provided coverage to the insured, whichever is less. The insured's written request for loss information must be made within ten days of the insured's receipt of the cancellation or nonrenewal notice. The insurer shall have 30 days from the date of receipt of the insured's written request to provide the requested information.

- B. Paragraph **C**. Notification of Extended Reporting Periods of Section **V** – Extended Reporting Periods is replaced by the following:

C. Notification Of Extended Reporting Periods

The right to purchase a Supplemental Extended Reporting Period shall lapse unless, within 60 days after the cancellation or non-renewal of this Policy, the “educational organization” advises us of its desire to purchase and pays the premium for the applicable Supplemental Extended Reporting Period. Once in effect, the Supplemental Extended Reporting Period cannot be canceled. The premium for the Supplemental Extended Reporting Period is fully earned at inception of the period.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY
EDUCATORS LEGAL LIABILITY COVERAGE FORM

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MARKEL INSURANCE COMPANY

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

CONFIRMATION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	\$100
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer.

Certified acts of terrorism coverage has been provided because either you have indicated to us or your agent that certified acts of terrorism coverage is desired or we have provided certified acts of terrorism coverage at no additional charge. If you have chosen to purchase certified acts of terrorism coverage, the premium charge is the amount shown in the Schedule of this notice.

If there is no premium shown above or the premium shown is \$0, there is no separate premium for the coverage during this policy period.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion



PRIVACY NOTICE

We are committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal information. No nonpublic personal information is required to be collected when you visit our websites; however, this information may be requested in order to provide the products and services described. We do not sell nonpublic personal information to non-affiliated third parties for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process. Notwithstanding the foregoing, we may use this information for the purpose of marketing our own products and services to you.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

Residents of California:

You may request to review and make corrections to recorded non-public personal information contained in our files. A more detailed description of your rights and practices regarding such information is available upon request. Please contact your agent/broker for instructions on how to submit a request to us.



U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Policy Certificate page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

UPMC HEALTH BENEFITS

IMPORTANT NOTICE TO POLICYHOLDERS TERRORISM RISK INSURANCE ACT

On January 1, 2015, legislation was enacted extending the federal Terrorism Risk Insurance Act of 2002, as amended (TRIA or the "Program"), until December 31, 2014. In accordance with TRIA, we must make coverage for "certified acts of terrorism" available under your policy. Previously, TRIA defined "certified acts of terrorism" to include only acts of terrorism committed by an individual or individuals "acting on behalf of any foreign persons or foreign interest." This was commonly referred to as "foreign terrorism". Coverage for "domestic terrorism", or acts of terrorism perpetrated by persons with no ties to foreign persons or interest, was provided in accordance with the terms and conditions of your policy, unless specifically excluded. On policies effective on or after December 26, 2007, TRIA no longer distinguishes between foreign and domestic terrorism in its definition of "certified acts of terrorism". As a result, a "certified act of terrorism" now includes both foreign and domestic terrorism. The actual coverage provided by your policy for "certified acts of terrorism" is limited by the terms and conditions of your policy and/or applicable rules of law.

For the duration of the Program, "certified acts of terrorism" will be defined in our policies as follows:

A "certified act of terrorism" means any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Terrorism coverage made available in our policies is partially reinsured by the United States Department of the Treasury (the "Treasury") under a formula established by federal law. Under this formula, the federal share equals 85% of that portion of insured losses that exceed the applicable insurer deductible. However, beginning **January 1, 2016** the share will decrease 1% per calendar year until it equals 80%. **In the event aggregate insured losses exceed \$100 billion during any year the Program is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for payment of any portion of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium attributable to coverage for "certified acts of terrorism" is set forth as follows. The charge for terrorism is either shown in Item 4 of the Information Page or on the Workers' Compensation Classification Schedule Page. The rate for terrorism will apply as of the effective date of your policy or the anniversary rating date if different from the effective date.

The terrorism rates are subject to change at any time based on state regulatory action.

UPMC HEALTH BENEFITS

UPMC Health Benefits Inc. (A Stock Company)
U.S. Steel Tower, 55th Floor
600 Grant Street
Pittsburgh, PA 15219

SIGNATURE FORM OF AUTHORIZED REPRESENTATIVES OF INSURER

In **Witness Thereof**, the company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by duly authorized representatives of the company.



Senior Vice President and
Chief Financial Officer



President and
Chief Executive Officer

Issue Date: 6/19/2019

Issuing Office: UPMC Health Benefits Inc.

Form WC 99 06 00 (11/16)

UPMC HEALTH BENEFITS

Notice to Pennsylvania Policyholders Accident and Illness Prevention Services

UPMC Health Benefits Inc. in accordance with the Pennsylvania Workers' Compensation Act 44 of 1993 provides accident and illness prevention services to our workers' compensation policyholders that request these services. Accident and Illness Prevention Services may also be provided based on our determination of policyholders operations. These services may include, but are not limited to:

- **Surveys** - A review of accident records and/or onsite assessments to identify existing and potential hazards and the initiation of further corrective actions, as deemed appropriate.
- **Recommendations** - Corrective actions to minimize actual or potential loss exposures identified in the workplace or to correct safety program deficiencies.
- **Accident and Illness Prevention Training Programs** - training for safety committee members.
- **Consulting Services** - Regarding specific safety problems and hazard mitigation techniques related to the insured operations.
- **Industrial Hygiene Services** - Concerning potential chemical, physical, or biological exposures. These services may result in the production of corrective actions designed to control or prevent identified exposures and is aimed at implementing effective accident and illness prevention programs.
- **Industrial Health Services** - Concerning the wellbeing of employees in relation to their jobs and their workplace environment. These services may result in the production of corrective actions designed to control or prevent identified exposures and is aimed at implementing effective accident and illness prevention programs.

Policyholders that implement and maintain a workplace safety committee, certified by the Pennsylvania Compensation Rating Bureau, is eligible to receive a 5% premium credit on their workers' compensation premium.

For more information about our Risk Control services please contact UPMC Health Benefits Inc..

Risk Control at (866) 397-8762.

You may also send your written request to:

UPMC Health Benefits Inc.
Workers Compensation Risk Control Services
600 GRANT STREET
US STEEL, 8TH FLOOR
PITTSBURGH, PA 15219

UPMC HEALTH BENEFITS

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY – INFORMATION PAGE

INSURER:
UPMC Health Benefits Inc.

POLICY NUMBER: WC100-0006987-2019A
NAIC COMPANY NUMBER: 11018

ITEM 1. NAMED INSURED AND MAILING ADDRESS

SusQ-Cyber Charter School
240 MARKET ST, BOX 1A, STE 15
BLOOMSBURG, PA 17815

PRODUCER NAME AND ADDRESS:

Henderson Brothers Insurance Agency
920 Fort Duquesne Blvd.
Pittsburgh, PA 15222

PRODUCER NUMBER: 7-1

LEGAL ENTITY: Other

OTHER WORKPLACES NOT SHOWN ABOVE: (See Name and Location Schedule)

ITEM 2: POLICY PERIOD: From: 07/01/19 To: 07/01/20

Effective 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 | \$100,000 | Each Accident |
| Bodily Injury by Disease | \$500,000 | Policy Limit |
| Bodily Injury by Disease | \$100,000 | Each Employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states are excluded other than the state(s) indicated in 3.A. above
- D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

ITEM 4: PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Minimum Premium \$750

Total Estimated Annual Premium \$3,775

Audit Period: Annually

Issued At: Pittsburgh PA

Date: 6/19/2019

Countersigned by



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PLEASE READ THE POLICY CAREFULLY.

QUICK REFERENCE

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IMPORTANT:

This Quick Reference is **not** part of the Workers’ Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers’ Compensation and Employers Liability Policy itself for actual contractual provisions.

UPMC Health Benefits Inc.
600 GRANT STREET
US STEEL, 8TH FLOOR
PITTSBURGH, PA 15219

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers' Compensation Law

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers' or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE - WORKERS' COMPENSATION INSURANCE

A. How This Insurance Applies

This workers' compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers' compensation law.

C. We Will Defend

We have the right and duty to defend at our

expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;

4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers' compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers' compensation law.

If we make any payments in excess of the benefits regularly provided by the workers' compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers' compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers' compensation law that apply to:
 - a. benefits payable by this insurance; OR
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers' compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

This space is for the attachment of the Information Page as in the policy provided, and when so attached, forms a part of the policy.

PART TWO – EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or

territory listed in Item 3.A. of the Information Page.

3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee
2. For care and loss of service and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers
4. any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law
5. bodily injury intentionally caused or aggravated by you
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This

exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries

7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omission
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers' or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws
10. bodily injury to a master or member of the crew of any vessel
11. fines or penalties imposed for violation of federal or state law and
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our

applicable limit of liability under this insurance.

E. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance
3. Litigation costs taxed against you
4. Interest on a judgment as required by law until we offer the amount due under this insurance and,
5. Expenses we incur.

F. **Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one

accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. **Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. **Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE – OTHER STATES INSURANCE

A. **How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits

required by the workers' compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. **Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers' compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit,
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM**A. Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers' Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers' compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers' compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy. If this policy is canceled, final premium will be determined in the following way, unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and

disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

In Witness Whereof, the COMPANY has caused this policy to be signed by its Resident and a duly authorized signatory agent of the Company, at Pittsburgh, Pennsylvania.



Senior Vice President and
Chief Financial Officer



President and
Chief Executive Officer

INSURER:
UPMC Health Benefits Inc.

POLICY NUMBER: WC100-0006987-2019A
NAIC COMPANY NUMBER: 11018

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

State of: PA	Unit: 1
Named Insured: SusQ-Cyber Charter School	Effective Date: 7/1/2019
Federal Tax ID: 232965846	12:01 A.M. Standard Time
Producer Name: Henderson Brothers Insurance Agency	Producer Number: 7-1

Rating Period: 7/1/2019 - 7/1/2020

Classification of Operations	Code No.	Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
College Or School, N.O.C.	0965	\$633,573	0.57	3,611
		Total Manual Premium		3,611
		Subject Premium		3,611
		Merit Mod 0.95		-181
		Modified Premium		3,430
		Schedule Credit/Debit 5%		-172
		Standard Premium		3,258
		Expense Constant		200
		Terrorism Act 3%		190
		DTEC Act 2%		127
		Policy Premium		3,775
		Pennsylvania Employer Assessment Factor		69
		Total Premium & Surcharges		3,844

WC 99 04 01 (05/10)

INSURER:
UPMC Health Benefits Inc.

POLICY NUMBER: WC100-0006987-2019A
NAIC COMPANY NUMBER: 11018

Location Schedule

State of: PA
Named Insured: SusQ-Cyber Charter School
Producer Name: Henderson Brothers Insurance Agency

Effective Date: 7/1/2019
12:01 A.M. Standard Time
Producer Number: 7-1

Insured Unit Mail Name: SusQ-Cyber Charter School

Unit: 1

Pennsylvania

Workplace: 1

Other

SusQ-Cyber Charter School
240 Market St, Box 1A, Ste 15
Bloomsburg, PA 17815

INSURER:
UPMC Health Benefits Inc.

POLICY NUMBER: WC100-0006987-2019A
NAIC COMPANY NUMBER: 11018

INSTALLMENT SCHEDULE

State of: PA

Effective Date: 7/1/2019

Named Insured: SusQ-Cyber Charter School

12:01 A.M. Standard Time

Producer Name: Henderson Brothers Insurance Agency

Producer Number: 7-1

Policy Unit Name: SusQ-Cyber Charter School

Policy Unit No.: 1

Initial Payment Items:

Down Payment \$1,093

PA Employer Assessment Factor \$15

Total Amount Due \$1,108

Initial Payment Due Date 7/18/2019

Subsequent Payment Items:

Due Date	Transaction Type	Amount Due
8/31/2019	Installment 1	\$462
10/1/2019	Installment 2	\$462
10/31/2019	Installment 3	\$462
12/1/2019	Installment 4	\$462
12/31/2019	Installment 5	\$462
1/31/2020	Installment 6	\$462
	Total	\$3,880

INSURER:
UPMC Health Benefits Inc.

POLICY NUMBER: WC100-0006987-2019A
NAIC COMPANY NUMBER: 11018

SCHEDULE OF FORMS AND ENDORSEMENTS

State of: PA

Effective Date: 7/1/2019

Named Insured: SusQ-Cyber Charter School

12:01 A.M. Standard Time

Producer Name: Henderson Brothers Insurance Agency

Producer Number: 7-1

WORKERS COMPENSATION FORMS AND ENDORSEMENTS

PA	TRIA Notice	Important Notice to Policy Holders Terrorism Risk Insurance Act
PA	PiPage	Notice to Pennsylvania Policyholders Accident and Illness Prevention
	WC 00 00 00 A	WC and Employer's Liability Insurance Policy Information Packet
	WC 99 04 01	Classification Schedule
	WC 99 06 01	Location Schedule
	WC 99 06 04	Installment Schedule
	WC 00 04 22 B	Terrorism Risk Insurance Program Reauthorization Act Disclosure
	WC 00 04 21 D	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
PA	WC 37 06 03 A	Pennsylvania Act 86-1986 Endorsement
PA	WC 37 06 04	Pennsylvania Employer Assessment Endorsement
PA	WC 37 06 02	Pennsylvania Notice
	WC 00 04 19	Premium Due Date Endorsement
PA	WC 37 06 01	Special Pennsylvania Endorsement - Inspection of Manuals
	WC 00 04 25	Experience Rating Modification Factor Endorsement
PA	WC 37 04 01	Audit Noncompliance Charge
PA	WC 00 04 14 A	Notification of Change in Ownership

WC 99 06 03 (05/10)

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TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

(Ed. 1-15)

- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
Pennsylvania	3.00%	\$190.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2019
Insured
SusQ-Cyber Charter School

Policy No. WC100-0006987-2019A

Endorsement No. 0
Premium \$3,775

Insurance Company

Countersigned by



CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
Pennsylvania	2%	\$127.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2019
Insured
SusQ-Cyber Charter School

Policy No. WC100-0006987-2019A

Endorsement 0
Premium \$3,775

Insurance Company
UPMC Health Benefits Inc.

Countersigned by



PENNSYLVANIA ACT 86-1986 ENDORSEMENT

NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, AND RETURN OF UNEARNED PREMIUM

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 7/1/2019

At 12:01 A.M. standard time, forms a part of

Policy No. WC100-0006987-2019A of the UPMC Health Benefits Inc.

Issued to SusQ-Cyber Charter School

Premium (if any) \$3,775



Authorized Representative

This endorsement applies only to the insurance provided by the policy because Pennsylvania is shown in Item 3.A. of the Information Page.

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

Nonrenewal

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
 - a. you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
 - b. you fail to pay all premiums when due; or
 - c. you obtain other insurance as a replacement of the policy.

Notice of Increase in Premium

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more

than 30 days prior to its effective date.

3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

Return of Unearned Premium

1. If this policy is canceled and there is unearned premium due you:
 - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancelation.
 - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancelation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1.a. and 1.b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that ". . . the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation supersedes Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labor and Industry."

EMPLOYER ASSESSMENT FORMULA:

$$\text{Employer Assessment} = \text{Act of 1997 Employer Assessment Factor} \times \text{Employer Assessment Premium Base}$$

Act 57 of 1997 Employer Assessment Factor

A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base

Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

CODE 0938

EMPLOYER ASSESSMENT FACTOR

1.83

EMPLOYER ASSESSMENT

\$69.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2019

Policy No. WC100-0006987-2019A

Endorsement No. 0

Insured

Premium \$3,775

SusQ-Cyber Charter School

Insurance Company

Countersigned by



UPMC Health Benefits Inc.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 37 06 02

PENNSYLVANIA NOTICE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 7/1/2019

At 12:01 A.M. standard time, forms a part of

Policy No. WC100-0006987-2019A of the UPMC Health Benefits Inc.

Issued to SusQ-Cyber Charter School

Premium (if any) \$3,775



Authorized Representative

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 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 of omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual, malice, or gross negligence.

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2019
Insured
SusQ-Cyber Charter School

Policy No. WC100-0006987-2019A

Endorsement No. 0
Premium \$3,775

Insurance Company
UPMC Health Benefits Inc.

Countersigned by



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 37 06 01

SPECIAL PENNSYLVANIA ENDORSEMENT—INSPECTION OF MANUALS

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 7/1/2019 At 12:01 A.M. standard time, forms a part of
Policy No. WC100-0006987-2019A of the UPMC Health Benefits Inc.

Issued to SusQ-Cyber Charter School



Authorized Representative

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.L. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2019
Insured SusQ-Cyber Charter School

Policy No. WC100-0006987-2019A

Endorsement 0
Premium \$3,775

Insurance Company
UPMC Health Benefits Inc.

Countersigned by



PENNSYLVANIA AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge (ANC).

The charge is determined by applying the ANC Multiplier to the ANC Basis shown in the table below.

ANC Basis	ANC Multiplier
Estimated Annual Premium	Two times

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will remove the ANC and revise your premium in accordance with our manuals and Part 5-Premium, E.(Final Premium) of this policy.

The application of the ANC is subject to the following conditions.

- a) Carriers must comply with all applicable state laws and/or regulations related to audits of worker' compensation insurance policies.
- b) The Audit Noncompliance Charge Endorsement is optional. When used, the Audit Noncompliance Charge Endorsement and/or applicable state-specific endorsement must be attached to the policy at inception of the policy term being audited.
- c) The carrier must make two attempts to obtain the audit information and/or complete the audit. At each attempt, the carrier must notify the employer regarding the specific required records and the amount of the ANC to be applied if the employer continues to refuse to comply with the audit.
- d) The carrier must adequately document the audit file regarding the above attempts to obtain the required audit information.

These ANC conditions apply to mail/email, telephone, computer (remote access), and physical audits, unless otherwise provided by state law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2019
Insured
SusQ-Cyber Charter School

Policy No. WC100-0006987-2019A Endorsement No. 0
Premium \$3,775

Insurance Company
UPMC Health Benefits Inc.

Countersigned by 

90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the application experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2019 12:00:00 AM	Policy No. WC100-0006987-2019A	Endorsement No. 0
Insured SusQ-Cyber Charter School		Premium \$3,775

Insurance Company
UPMC Health Benefits Inc.

Countersigned by





U.S. Steel Tower | 600 Grant Street 8th Floor | Pittsburgh, PA 15219 | 1-866-397-8762 | www.workpartners.com

SusQ-Cyber Charter School
240 MARKET ST, BOX 1A, STE 15
BLOOMSBURG, PA 17815

Dear SusQ-Cyber Charter School:

Thank you for choosing WorkPartners as your workers' compensation insurance carrier. In accordance with the Gramm-Leach-Bliley Act of 1999 (GLBA), we are required to send you an initial notice of our privacy practices, as well as annual notices to reflect any changes or updates for every year that we provide your company with workers' compensation insurance.

At WorkPartners, one of our top priorities is making sure the information we have about your company and employees is protected and secure. We value our relationship with you and work hard to preserve your privacy. At the same time, the very nature of our relationship may result in our collecting or sharing certain types of information. An explanation of our privacy policy is included with this letter. Additionally, a copy of our Privacy Notice is always posted on our website: workpartners.com.

If you have any questions or concerns about our privacy practices, please do not hesitate to call one of our representatives toll-free at 1-866-397-8762.

Enclosure

PRIVACY NOTICE

At WorkPartners, we collect, store, and use certain types of information about your company and your employees in order to best serve your workers' compensation needs. This Privacy Notice explains what types of information we may collect and the reasons it may be disclosed to third parties. You accept this policy when you purchase a policy for workers' compensation insurance with WorkPartners. Please note the following standards we use to protect your information.

- We do not sell your information to third parties.
- Your information is accessible to our staff only as needed to fulfill their job responsibilities and to best serve your needs.
- We treat information about our former customers the same as we treat information about our current customers.
- We maintain strict physical, electronic, and procedural safeguards to protect this information in accordance with this Privacy Notice, UPMC policies and procedures, and applicable state and federal laws.

In order to effectively manage your workers' compensation policy and claims, WorkPartners will collect information about your employees who have suffered a work-related injury. The types of information we collect include, but are not limited to:

Personal information:

- Name
- Address
- Date of birth
- Social Security number
- Marital status and number of dependents

Information about a work-related injury:

- Date and time of injury
- Time off from work due to injury
- Cause of injury

Financial and health information:

- Information about entitlement benefits (such as Medicare, Social Security, Disability)
- Income and wages
- Medical information related to the cause of and treatment for a work-related injury

We share this information with affiliated or nonaffiliated third parties only as necessary to serve your needs and to comply with applicable state and federal laws. We may share your information to process applications and claims or to otherwise meet your needs. For example, we may share your information with a company that prints our insurance policies or a software vendor that processes claims. Because of the sensitivity of this information, WorkPartners is under contract with these types of third parties to ensure your information is not sold or disclosed without your explicit consent. This Privacy Notice is available on the WorkPartners website, workpartners.com.

We reserve the right to amend this Privacy Notice at any time. If a material change is made, we will notify you in advance, and a copy will be posted on our website.





REMEMBER: IT IS IMPORTANT TO TELL YOUR EMPLOYER

The name, address and telephone number of your employer's workers' compensation insurance company, third-party administrator (TPA), or person handling workers' compensation claims for your company, are shown below.

Employer Name: SusQ-Cyber Charter School **Date Posted:** 7/1/2019

IF INSURED:
(Complete all applicable spaces)

IF SOMEONE OTHER THAN INSURER IS HANDLING CLAIMS:
(Complete all applicable spaces)

Name of Insurance Company:
UPMC Health Benefits Inc.

Name of TPA (Claims administrator):
UPMC Benefits Management Services, Inc.

Address: 600 Grant Street US Steel, 8th Floor
Pittsburgh, PA 15219

Address: P.O. Box 2971, Pittsburgh, PA 15230

Telephone Number: (866) 397-8762

Telephone Number: 1-800-633-1197

Insurer Code: 2417

IF SELF-INSURED:
(Complete all applicable spaces)

IF SOMEONE OTHER THAN SELF-INSURER IS HANDLING CLAIMS:
(Complete all applicable spaces)

Name of person handling claims at the self-insured: _____

Name of TPA (Claims administrator): _____

Address: _____

Address: _____

Telephone Number: _____

Telephone Number: _____

Insurer Code: _____

Any individual filing misleading or incomplete information knowingly and with the intent to defraud is in violation of Section 1102 of the Pennsylvania Workers' Compensation Act, 77 P.S. §1039.2, and may also be subject to criminal and civil penalties under 18 Pa. C.S.A. §4117 (relating to insurance fraud).

Employer Information Services
717.772.3702

Claims Information Services
toll-free inside PA: 800.482.2383
local & outside PA: 717.772.4447

Hearing Impaired
toll-free inside PA TTY: 800.362.4228
local & outside PA TTY: 717.772.4991

Email
ra-li-bwc-helpline@pa.gov

*Auxiliary aids and services are available upon request to individuals with disabilities
Equal Opportunity Employer/Program*



UPMC HEALTH BENEFITS

6/19/2019

Terri Lazar
240 Market St, Box 1A, Ste 15

Bloomsburg, PA 17815

RE: SusQ-Cyber Charter School
Policy Number: WC100-0006987-2019A
Effective: 7/1/2019

Dear Terri Lazar:

WorkPartners appreciates the opportunity to insure your liability under the provisions of the workers' compensation laws of your state. We look forward to developing a strong working relationship with SusQ-Cyber Charter School to effectively manage your losses.

WorkPartners can take action in managing your workers' compensation claims only after injuries are reported to our office. Please be sure to report all work-related injuries in a timely manner.

WorkPartners provides several options for reporting claims: telephonic, facsimile, e-mail or on-line. Please review the following instructions to determine the best option for you.

TELEPHONIC: 800-633-1197

Please contact our Call Center to report the details of the workers' compensation claim to the appropriate representative.

FACSIMILE: 412-454-0999

Please complete the enclosed *Report of Injury* form with the details of the workers' compensation claims and fax to our office.

412-454-8717

For faxing medical reports, statement of wages and all other correspondence.

E-MAIL: CommercialWCClaims@UPMC.edu

If you wish to report your workers' compensation claims by e-mail, we will e-mail the *Report of Injury* form under separate cover. Please advise if this is your preference for reporting claims.

SusQ-Cyber Charter School
6/19/2019

ON-LINE:

<https://wc.workpartners.com/upmc/>

If you wish to report your workers' compensation claims on-line, you will be set up with a User I.D. and Password. Please advise if this is your preference for reporting claims.

Our first priority will be to ensure that injured workers receive high quality medical treatment that will lead to a full recovery. We will work diligently to return injured employees to work once physically capable and within any restrictions that might be issued by the treating physician.

Enclosed is the *Workers' Compensation Authorization for Release of Protected Health Information* form that must be executed by injured workers and promptly forwarded to WorkPartners to assist in our investigation. Please be sure to have all injured workers sign this form when an injury is reported and fax to our office at 412-454-8717.

Where permitted by state law, we feel it is extremely important to have a workers' compensation panel established that requires treatment with designated providers for a defined period of time. Please contact our Panel Management department at your earliest convenience to discuss the development of a workers' compensation panel for your organization. Our panel team can be reached by calling 800-633-1197 or by emailing WCPanels@upmc.edu.

In jurisdictions that require injured workers to treat only with certified providers, you may direct them to our portal at https://www3.viiad.com/onecall/upmc/app/compass/provider_search_main.asp. Treatment with a non-certified provider after any single instance of treatment must be pre-authorized by calling 844-800-9405.

If injured workers are prescribed medications for a work injury, their prescriptions can be filled by using our myMatrixx pharmacy program. Under this program, they can obtain their medication at a convenient network pharmacy without incurring out-of-pocket expenses. If they choose to fill prescriptions without using their myMatrixx card, reimbursement may not be issued. A *myMatrixx Workers' Compensation Temporary Prescription ID Card* is enclosed for your reference.

Please remind injured workers that failure to comply with the medical treatment guidelines of the state may result in denial of treatment. If you have any contact with treating providers, please request that they cooperate with WorkPartners by submitting medical records and bills promptly in order to avoid reimbursement delays.

Thank you again for entrusting your workers' compensation program to WorkPartners. You have my commitment that WorkPartners will handle your workers' compensation claims in an aggressive manner and will promote the type of strong communication between all parties that is essential to effectively manage your losses. If you have any questions in regard to the claims handling procedures outlined in this Claims Kit, please feel free to contact me at 412-454-1258.

Sincerely,

Vince Haas, Senior Claims Manager
Commercial Workers' Compensation Department

Enclosures

UPMC HEALTH BENEFITS

Commercial Workers' Compensation Department:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE #</u>	<u>FAX #</u>	<u>E-MAIL</u>
Vincent Haas	Sr. Claims Manager	412-454-1258	412-454-8717	haasv2@workpartners.com
Gregory Greiff	Director of Underwriting	412-454-7796	412-454-2942	greiffge@workpartners.com
Jeffrey Durand	Manager of Risk Control, Safety & Health Services	412-667-7076	412-454-2942	durandjp@workpartners.com



Report of Injury

Employer's Name and Address		Date
City, State, ZIP, County		Emp. Phone
Injured Worker's Last Name, First Name, Middle Initial		Recur/New Injury Date
Home Street Address		Home Phone No.
City, State, ZIP, County		Marital Status Time Work Began <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Social Security Number	Date of Birth	Date of Hire
Occupation		
<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time	If Part-Time, Days Worked <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thur <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	Name of Other Employer
Hourly Rate	Supervisor	Supervisor Number
Date of Incident	Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Date Reported Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Did incident occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No Where:		
Performing regular job at the time of incident? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Losing time? <input type="checkbox"/> Yes <input type="checkbox"/> No Last day worked:		
Description of incident (who, what, when, where, how, and why):		
List of body parts injured:		
Prior injuries and with what employer:		
Treatment sought and with whom:		
Name and phone number of witnesses:		
Remarks:		
Reported by:	Date:	Time:

Fraud Statement: Any person who knowingly and with intent to defraud any insurance company, or files an application for insurance or statement of claim containing any material false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent act, which is a crime and subjects the person to criminal and civil penalties.

U.S. Steel Tower, 600 Grant Street, 8th Floor, Pittsburgh, PA 15219 •workpartners.com



**WORKERS' COMPENSATION AUTHORIZATION
FOR RELEASE OF PROTECTED HEALTH INFORMATION**

Employee's Full Name	Claim Number
Address	Date of Birth
City, State Zip Code	Telephone Number
Employer	

I hereby authorize the release of my protected health information (PHI) or other information relevant or potentially related to the injury or condition indicated below to WorkPartners, on behalf of UPMC Benefit Management Services, Inc. or UPMC Health Benefits, Inc., as applicable, its successors, or any of its authorized representatives (including attorneys working on its behalf) by all applicable medical practitioners, hospitals, other medical or medically related facilities, pharmacies, claims administrators, and insurers, including, but not limited to, those who administer Group Health, Short-Term Disability, Long-Term Disability, Workers' Compensation, Health and Wellness, Family Medical Leave, Disease Management, and rights under the Americans with Disabilities Act pursuant to my application for Workers' Compensation benefits.

Description of Injury or Condition: _____

Date of Injury or Condition: _____

Such disclosure may contain PHI or other information related to my Workers' Compensation medical condition or other condition(s) noted above, including, but not limited to, medical records, patient files, diagnosis, prognosis, progress notes, diagnostic and laboratory tests, treatment plan, prescriptions, wages, or earnings, provided all requests for this information are in writing.

I understand information received pursuant to this authorization may be used by WorkPartners for the investigation and determination of any applicable Workers' Compensation benefits to which I may be entitled. I understand that payment for treatment and benefits may be conditioned upon this authorization; I also understand that my healthcare provider will not condition my treatment based on this authorization. I understand this authorization is valid for the duration of my claim for Workers' Compensation, provided that such duration shall not exceed two years from the date of the signature on the following page.

I understand that WorkPartners may be required to disclose any and all facts related to my injury, illness, or disability to my employer-contracted benefit administrators or insurers (including health benefits provider(s); claims processors; case, disease, or health management companies, and insurers) to determine eligibility for health or disease management programs and for administration and operations of employer benefit plans (including but not limited to Short-Term Disability, Long-Term Disability, Workers' Compensation, coordination of care and quality assurance, health improvement, and utilization review programs).

I certify that all of the information that I have provided is, to the best of my knowledge, true, correct, and complete.

IMPORTANT INFORMATION ABOUT YOUR RIGHTS

- I have a right to receive a copy of this authorization.
- I may revoke this authorization at any time before its expiration date by notifying WorkPartners in writing (see #2 on the next page), but the revocation will not have any effect on any actions taken before the revocation was received by WorkPartners.
- I understand that any of my PHI received by WorkPartners may be released to others in accordance with the terms of this authorization. Re-disclosure of my PHI by WorkPartners or any other party is not protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Please return this completed and signed form by fax to 412-454-7627 or by mail to WorkPartners, PO Box 2971 Pittsburgh, PA 15230.

1. Type of records to be released (check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Inpatient | <input checked="" type="checkbox"/> Emergency department |
| <input checked="" type="checkbox"/> Outpatient | <input checked="" type="checkbox"/> Physician/Office |
| <input checked="" type="checkbox"/> Diagnostic testing | <input checked="" type="checkbox"/> Physical therapy |
| <input type="checkbox"/> Other: _____ | |

Unless you check the box(es) immediately below, no information about alcohol/substance abuse, HIV/AIDS or behavioral health will be disclosed:

- YES**, disclose information related to alcohol/substance abuse
- YES**, disclose Information Related To HIV/AIDS
- YES**, disclose Behavioral Health Information

2. I may revoke this authorization by notifying:

UPMC Insurance Services Division
Attn: Chief Privacy Officer
600 Grant Street
Pittsburgh, PA 15219
HealthPlanCPO@upmc.edu

THIS FORM MUST BE FULLY COMPLETED BEFORE SIGNING.

Signature of Employee	Date of Employee's Signature	Employee's Date of Birth or Claim Number
OR, if applicable –		
Signature of Parent, Legal Guardian or Authorized Representative	Date of Parent, Legal Guardian or Authorized Representative's Signature	Description of Authority to Act for the Employee (i.e., Parent, Legal Guardian or Authorized Representative)

A copy of this completed, signed and dated form must be given to the member or other signator.

Official Use Only		
_____ Received	_____ Processed By	_____ Log #

PROVIDER INFORMATION

Part of UPMC Insurance
Services Division

**Primary Care Physician
Name:**

Address:

City, State, Zip:

Telephone:

Fax:

Treating Provider Name:

Address:

City, State, Zip:

Telephone:

Fax:

Treating Provider Name:

Address:

City, State, Zip:

Telephone:

Fax:

Treating Provider Name:

Address:

City, State, Zip:

Telephone:

Fax:

X-Rays/MRI Provider Name:

Address:

City, State, Zip:

Telephone:

Fax:

Employee Name (print)

Date

Employee Signature

Workers' Compensation Temporary Prescription ID Card

»» To the Injured Worker:

On your first visit, please give this notice to any pharmacy listed on the back side to speed processing your approved workers' compensation prescriptions (based on the guidelines established by your employer).

Questions or need assistance locating a participating retail network pharmacy? Call the Express Scripts Patient Care Contact Center at 800.945.5951.

Atención Trabajador Lesionado:

En su primera visita, por favor entregue esta notificación a cualquier farmacia enumerada al reverso para acelerar el procesamiento de sus recetas aprobadas de compensación para trabajadores (según las pautas establecidas por su empleador).

Si tiene cualquier duda o necesita ayuda para localizar una farmacia de venta al por menor participante de la red, por favor llame al Centro de Contacto para Atención a Clientes de Express Scripts, al 800.945.5951.

»» To the Pharmacist:

Express Scripts administers this workers' compensation prescription program. Please follow the steps below to submit a claim. Standard first fill shall not exceed a 14-day supply or a cost of \$150. This form is valid for up to 30 days from date of injury (DOI). Limitations may vary. For assistance, call Express Scripts at 888.786.9640.

Pharmacy Processing Steps

- Step 1: Enter bin number 003858
- Step 2: Enter processor control WC
- Step 3: Enter the group number as it appears above
- Step 4: Enter the injured worker's nine-digit ID number
- Step 5: Enter the injured worker's first and last name
- Step 6: Enter the injured worker's date of injury

Express Scripts

ID#: _____
Your SSN is your temporary ID number; present to the pharmacy at the time prescription is filled. You will receive a new ID number shortly.

Date of Injury: ____ / ____ / ____
MM/DD/YYYY

Group #: KYHA

Employee Date of Birth: ____ / ____ / ____

Thank you for using a participating retail network pharmacy. Even though there is no direct cost to you, it's important that we all do our part to help control the rising cost of healthcare.

Please see other side for a list of participating retail network pharmacies.

»» **To the Supervisor:** Please fill in the information requested for the injured worker.

Employee Information

First M Last

Street Address or PO Box

City State ZIP

Employer Name

Participating Retail Network Pharmacies

A & P	Drug Emporium	Major Value	Schnucks
Acme Pharmacy	Drug Fair	Marsh Drugs	Scolari's
Albertson's	Drug Town	MedicDiscount	Sedano
Albertson's/Acme	Drug World	Medicap	Shaw's
Albertson's/Osco	Eckerd	Medistat	Shop 'N Save
Albertson's/Sav-On	Econofoods	Mejer	Shopko
Amerisource	EPIC Pharmacy	Minyard	ShopRite
Bergen	Network	NCS HealthCare	Snyder
Anchor Pharmacies	FamilyMeds	Neighborcare	Stop & Shop
Arrow	Farm Fresh	Network	Sun Mart
Aurora	Farmer Jack	Pharmaceuticals	Super Fresh
Bartell Drugs	Food City	Northeast	Super Rx
Bigg's	FoodLion	Pharmacy Services	Target
Bi-Lo	Fred's	Osco	Texas Oncology
Bi-Mart	Gemmel	P & C Food	Srvs
BJ's Wholesale	Giant	Markets	The Pharm
Club	Giant Eagle	Pamida	Thrifty White
Brooks	Giant Foods	Park Nicollet	Times
Brookshire Brothers	Hannaford	Pathmark	Tom Thumb
Brookshire Grocery	Harris Teeter	Pavilions	Tops
Bruno	H-E-B	Price Chopper	Ukrop's
Carrs	Hi-School	Publix	United Drugs
Cash Wise	Pharmacy	Quality Markets	United
Cobom's	Hy-Vee	Raley's	Supermarkets
Costco	Jewel/Osco	Randalls	Vons
Cub	Kash n Karry	Rite Aid	Waldbaums
CVS	Keltsch	Rosauers	Walgreens
D&W	Kerr	Rx Express	Wal-Mart
Dahl's	Kmart	RXD	Wegmans
Dierbergs	Knight Drugs	Safeway	Weis
Discount Drugmart	Kroger	Sam's Club	Winn Dixie
Doc's Drugs	LeaderNet (PSAO)	Sav-On	
Dominicks	Longs Drug Store	Save Mart	

NOTE: This form is not valid in the state of Ohio. For all other states, liability of a workers' compensation claim is not assumed based on the dispensing of medication(s) to a patient.



EXPRESS SCRIPTS®



Markel Insurance Company

Ten Parkway North
Deerfield, Illinois 60015
(800) 431-1270

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Richard R. Ginnman
Secretary

Ray W. Sales
President



MARKEL INSURANCE COMPANY

COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS

POLICY NUMBER : 4602WSI036870-2

NAMED INSURED AND MAILING ADDRESS:(No., Street, Town or City, County, State, Zip Code)

SusQ-Cyber Charter School, 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA, 17815

Policy Period:From 7/1/2019 to 7/1/2020 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TEARMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Limits Of Insurance	
Each Occurrence Limit :	\$2,000,000
Aggregate Limit :	\$2,000,000

Premium	
Policy Premium:	\$1,500
Terrorism Premium:	\$0
Fees(Where Applicable)	\$0
Total Premium:	\$1,500 Payable At Inception
Audit Period: X Not Applicable	<input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly
Rating Basis (If Subject To Audit)	Premium Basis: _____ Rate: _____

Producer Number ,Name and Mailing Address
Henderson Brothers, Inc. 920 Ft. Duquesne Blvd Pittsburgh, PA 15222

Endorsements
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: Per Forms Schedule

Schedule Of Underlying Insurance
Per Schedule Of Underlying Insurance

These Declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

Countersigned: 7/1/2019 12:00:00 AM

DATE

By: *Kevin C. Beer*

AUTHORIZED REPRESENTATIVE



MARKEL INSURANCE COMPANY

FORMS SCHEDULE

Form Number	EDITION DATE	Form Name
MDIL 1001	08 11	Forms Schedule
MDUB 1002	10 16	Commercial Excess Liability Policy Dec
MDUB 1003	10 16	Schedule of Underlying Insurance
MIL 1214	09 17	Trade Or Economic Sanctions
MJIL 1000	06 10	Markel Insurance Company Policy Jacket
MPIL 1007	03 14	Privacy Notice
MPIL 1083	04 15	OFAC FORM
MUB 0002	10 16	Commercial Excess Liability Policy
MUB 1214	10 16	Cap on Losses from Certified Acts of Ter
MUB 1220-ELL	10 16	Claims-Made Insurance Following Form
MUB 1367	10 16	Exclusion - Nuclear Energy
MUB 1376	10 16	Exclusion - Auto No-Fault or Similar Law
MUB 1379	10 16	Exclusion - Punitive Damages
MUB 1383	10 16	Exclusion - Unmanned Aircraft
MUB 1391	02 19	Excl-Crisis Mgmt And Public Relations
MUB 1402-PA	10 16	Pennsylvania Amendatory
MUB-TERR-1	01 15	Confirmation of Certified Acts of Terror



Wright Specialty Insurance Agency, LLC

SCHEDULE OF UNDERLYING INSURANCE

Type of Policy/Carrier		Limits Of Insurance		Excess Of
Commercial General Liability - 8502WSI036867-2				
Carrier:	Markel Insurance Company	\$1,000,000	Each Occurrence	Underlying
		\$1,000,000	Personal and Advertising Injury	
		\$2,000,000	General Aggregate	
		\$2,000,000	Products-Completed Operations Aggregate	
Effective Date:	07/01/2019			
Expiration Date:	07/01/2020			

Type of Policy/Carrier		Limits Of Insurance		Excess Of
Sexual Misconduct - 8502WSI036867-2				
Carrier:	Markel Insurance Company	\$1,000,000	Per Occurrence	Underlying
		\$1,000,000	Aggregate	
Effective Date:	07/01/2019			
Expiration Date:	07/01/2020			

Type of Policy/Carrier		Limits Of Insurance		Excess Of
Counseling Professional Liability - 8502WSI036867-2				
Carrier:	Markel Insurance Company	\$1,000,000	Per Occurrence	Underlying
		\$2,000,000	Aggregate	
Effective Date:	07/01/2019			
Expiration Date:	07/01/2020			

Type of Policy/Carrier		Limits Of Insurance		Excess Of
Educators Legal Liability - 3602WSI036869-2				
Carrier:	Markel Insurance Company	\$1,000,000	Per Claim	Underlying
		\$1,000,000	Aggregate	
Effective Date:	07/01/2019			
Expiration Date:	07/01/2020			
Retro Date	01/01/2015			

Type of Policy/Carrier		Limits Of Insurance		Excess Of
Auto Liability - 1002WSI036868-2				
Carrier:	Markel Insurance Company	\$1,000,000	Liability	Underlying
Effective Date:	07/01/2019			
Expiration Date:	07/01/2020			

All Limits Of Insurance are Each Occurrence and Aggregate, if applicable.



MARKEL INSURANCE COMPANY

COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any "underlying insurance" carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "underlying insurance". The words "we" and "us" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section V. Definitions.

SECTION I. INSURING AGREEMENT

1. We will pay those sums in excess of the limits shown in the Schedule Of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.
2. This policy is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except:
 - a. We will have no obligation under this policy with respect to any claim or suit that is settled without our consent; and
 - b. With respect to any provisions to the contrary contained in this policy.
3. The amount we will pay for damages shall not exceed the Limits Of Insurance shown in the Declarations.
4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "underlying insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend ends when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II. EXCLUSIONS

The exclusions applicable to the "underlying insurance" also apply to this policy.

SECTION III. LIMITS OF INSURANCE

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.
2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

However, for damages because of bodily injury, property damage and personal and advertising injury, if any "underlying insurance" contains an aggregate limit that applies separately to each location or to each project, then the annual aggregate limit stated in the Declarations will apply once regardless of the number of locations or projects.

SECTION IV. CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance" the provisions contained in this policy apply:

1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the “underlying insurance”, we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits Of Insurance, for all defense expenses we incur.

2. Maintenance Of Underlying Insurance

- a. You agree to maintain the “underlying insurance” in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that “underlying insurance” by the same or another company. Failure to maintain the “underlying insurance” in full force and effect or to meet all conditions and warranties of such “underlying insurance” will not invalidate insurance provided under this policy, but insurance provided under this policy shall apply as if the “underlying insurance” were available and collectible.
- b. Reduction or exhaustion of the aggregate limit of any “underlying insurance” by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain “underlying insurance” in full force and effect.
- c. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any “underlying insurance” is not available or collectible because of:

- a. The bankruptcy or insolvency of the underlying insurer(s) providing such “underlying insurance”; or
- b. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply and amounts payable hereunder shall be determined as if such “underlying insurance” were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.
- b. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 60 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the Named Insured’s last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- e. 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V. DEFINITIONS

“Underlying insurance” means the policies or self-insurance shown in the Schedule Of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule Of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule Of Underlying Insurance. All “underlying insurance” shall be maintained by you in accordance with the Maintenance Of Underlying Insurance condition of this policy.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



PRIVACY NOTICE

We are committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal information. No nonpublic personal information is required to be collected when you visit our websites; however, this information may be requested in order to provide the products and services described. We do not sell nonpublic personal information to non-affiliated third parties for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process. Notwithstanding the foregoing, we may use this information for the purpose of marketing our own products and services to you.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

Residents of California:

You may request to review and make corrections to recorded non-public personal information contained in our files. A more detailed description of your rights and practices regarding such information is available upon request. Please contact your agent/broker for instructions on how to submit a request to us.



U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Policy Certificate page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

However, a "certified act of terrorism" does not include injury or damage of any type resulting from or arising out of the ownership, maintenance, operation, or use of any auto owned by any insured covered under this policy or any "underlying insurance".

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS-MADE INSURANCE FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

CLAIMS-MADE UNDERLYING INSURANCE SCHEDULE

Name Of Insured:	SusQ-Cyber Charter School		
Insurance Company:	MARKEL INSURANCE COMPANY		
Coverage:	Educators Legal Liability		
Underlying Insurance Limits Of Insurance:	\$1,000,000	Each Claim, Occurrence, Offense Or Wrongful Act	
	\$1,000,000	Aggregate	
Our Limits Of Insurance:	\$2,000,000	Each Claim, Occurrence, Offense Or Wrongful Act	
	\$2,000,000	Aggregate	
Coverage Retroactive Date:	01/01/2015		

This endorsement provides limits in excess of the claims-made "underlying insurance" shown in the Schedule of this endorsement. This endorsement also applies on a claims-made basis.

Carefully review the claims-made "underlying insurance" and this coverage to see how coverage applies.

A. The following is added to Section **I. Insuring Agreement**:

Underlying Claims-Made Policy

The following applies to any "underlying insurance" written on a claims-made basis and listed in the Claims-Made Underlying Insurance Schedule of this endorsement:

1. We will pay those sums in excess of the limits shown for the claims-made "underlying insurance" that you become legally obligated to pay as damages because of injury or damage, as applicable, to which this endorsement applies, provided that:
 - a. The claims-made "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limit Of Insurance;
 - b. A claim for damages is first made against any insured during the period of this policy or Extended Reporting Period, if applicable; and
 - c. A claim for damages is a result of an injury or damage, as applicable, which occurred on or after the Coverage Retroactive Date shown in the Schedule of this endorsement, but before expiration or cancellation of this policy, whichever comes first.
2. Unless otherwise included in this endorsement, this insurance is subject to the same terms, conditions, agreements, expense provisions, exclusions and definitions as the claims-made "underlying insurance", except:
 - a. We will have no obligation under this endorsement with respect to any claim or suit that is settled without our consent; and
 - b. With respect to any provisions to the contrary contained in this endorsement or any endorsement attached to the policy.
3. The amount we will pay for damages will not exceed Our Limit Of Insurance shown in the Schedule of this endorsement.
4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury or damages to which this endorsement may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the claims-made "underlying insurance" has been exhausted by payment of judgments or settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend end when Our Limit Of Insurance shown in the Schedule of this endorsement has been used up by our payment of judgments or settlements.

B. The following is added to Section **III. Limits Of Insurance**, but only as respects claims-made coverage(s) shown in the Schedule of this endorsement:

1. Our Limits Of Insurance shown for Each Claim, Occurrence, Offense Or Wrongful Act is the most we will pay for damages arising out of any one claim, occurrence, offense or wrongful act, as applicable.
2. Our Limits Of Insurance shown for Aggregate, if applicable, apply in the same manner as the Underlying Insurance Aggregate Limit shown in the Schedule of this endorsement.
3. Limits of insurance provided by this endorsement are included within, and not in addition to, the Limits Of Insurance

shown in the Declarations.

- C. The following are added to Section IV. Conditions as respects claims-made coverage(s) shown in the Schedule of this endorsement:

Extended Reporting Periods

If the claims-made “underlying insurance” provides for an extended reporting period, we will issue an endorsement providing an extended reporting period subject to the following conditions:

1. Our extended reporting period will be for the same duration as the extended reporting period of the claims-made “underlying insurance”.
2. The first Named Insured must make a written request to us for an extended reporting period within 60 days after the end of the policy period or the cancellation date, whichever occurs first.
3. The extended reporting period will not take effect unless the additional premium determined by us is paid in full when due, and:
 - a. The claims-made “underlying insurance” is maintained in full force and effect as specified in the Maintenance Of Claims-Made Underlying Insurance Condition below;
 - b. An extended reporting period is purchased for the claims-made “underlying insurance”; and
 - c. The premium for the extended reporting period will be fully earned when the extended reporting period endorsement takes effect.
4. The extended reporting period will not reinstate or increase Our Limits Of Insurance shown in the Schedule of this endorsement.
5. A claim first made during the extended reporting period will be deemed to have been made on the last day of the policy period of this policy or the cancellation date, whichever comes first.

Maintenance Of Claims-Made Underlying Insurance

1. You agree to maintain the claims-made “underlying insurance” in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that claims-made “underlying insurance” by the same or another company. If you do not maintain the claims-made “underlying insurance” in full force and effect or fail to meet all conditions and warranties of such claims-made “underlying insurance”, this endorsement will apply as if that policy were available and collectible.

2. Reduction or exhaustion of the aggregate limit of any claims-made "underlying insurance" by payments for judgments, settlements or any costs or expenses subject to that limit will not be a failure to maintain claims-made "underlying insurance" in full force and effect.
3. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this endorsement, if the claims-made "underlying insurance" is not available or collectible because of:

1. The bankruptcy or insolvency of the underlying insurer providing such claims-made "underlying insurance";
2. The inability or failure for any other reason of such underlying insurer to comply with any of the obligations of its policy;
or
3. Reduction in limit because of claims not payable under this endorsement;

then this endorsement will apply (and amounts payable hereunder shall be determined) as if such claims-made "underlying insurance" were available and collectible.

Other Insurance

This endorsement is excess over any other valid and collectible insurance, whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

- D.** The following is added to Section **V.** Definitions as respects claims-made coverage(s) shown in the Schedule of this endorsement:

"Underlying insurance" means the policies or self-insurance shown in the Claims-Made Underlying Insurance Schedule of this endorsement, any replacements thereof and other policies purchased or issued for newly-acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Claims-Made Underlying Insurance Schedule of this endorsement or for newly-acquired or formed organizations shall not be more restrictive than those listed in the Claims-Made Underlying Insurance Schedule of this endorsement. All claims-made "underlying insurance" shall be maintained by you in accordance with the Maintenance Of Claims-Made Underlying Insurance Condition in Paragraph **C.** of this endorsement.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NUCLEAR ENERGY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following is added to Section II. Exclusions:

This policy does not apply to:

Nuclear Energy Liability

Any liability resulting from the "hazardous properties" of "nuclear material".

B. As used in this exclusion only, the following are added to Section V. Definitions:

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AUTO NO-FAULT AND SIMILAR LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section II. Exclusions:

Auto No-Fault And Similar Laws

This policy does not apply to:

Any liability payable under or resulting from any no-fault, personal injury protection, uninsured motorists, underinsured motorists or similar law or statute.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section II. Exclusions:

This policy does not apply to:

Punitive Or Exemplary Damages

Punitive or exemplary damages. This exclusion applies regardless of any other provision of this policy.

If a suit is brought, against any insured, seeking both compensatory damages and punitive or exemplary damages, no coverage will be provided by this policy for any costs, including defense costs, interest, fines or penalties attributable to punitive or exemplary damages.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. The following is added to Section II. Exclusions:

This policy does not apply to:

Unmanned Aircraft

Bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft". Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage or the offense which caused the personal and advertising injury involved the ownership, maintenance, use or entrustment to others of any "unmanned aircraft".

As used in this exclusion, loading or unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "unmanned aircraft";
- b. While it is in or on an "unmanned aircraft"; or
- c. While it is being moved from an "unmanned aircraft" to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft".

Regarding personal and advertising injury, this exclusion does not apply to:

- a. The use of another's advertising idea in your advertisement; or
- b. Infringing upon another's copyright, trade dress or slogan in your advertisement.

B. The following is added to Section V. Definitions:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CRISIS MANAGEMENT AND PUBLIC RELATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

The following is added to Section II. Exclusions:

This policy does not apply to:

Crisis Management And Public Relations

Any liability or expense arising out of any type of Crisis Management or Public Relations coverage provided in the "underlying insurance".

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA AMENDATORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

A. Paragraphs a., b., c., d., and f. of the **Cancellation** Condition are replaced by the following:

Cancellation

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

b. Cancellation Of Policies In Effect

(1) 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.

(2) 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.
- (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.

- c. 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.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. 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 and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

The following is added to the **Cancellation** Condition:

If we cancel, any premium refund due will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, any premium refund due will be returned within 30 days after the effective date of cancellation.

B. The following is added to **SECTION IV. CONDITIONS:**

a. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

b. Increase of Premium

If we increase your renewal premium, we will mail or deliver to you written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to you at the mailing addresses last known to us. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

CONFIRMATION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	Per Quote
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer.

Certified acts of terrorism coverage has been provided because either you have indicated to us or your agent that certified acts of terrorism coverage is desired or we have provided certified acts of terrorism coverage at no additional charge. If you have chosen to purchase certified acts of terrorism coverage, the premium charge is the amount shown in the Schedule of this notice.

If there is no premium shown above or the premium shown is \$0, there is no separate premium for the coverage during this policy period.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter, "LEASE") is made this 1th day of July, 2016, between BEN FRANKLIN TECHNOLOGY PARTNERS OF NORTHEASTERN PENNSYLVANIA, a Pennsylvania non-profit corporation, having its registered office at 116 Research Drive, Bethlehem, Pennsylvania 18015 (hereinafter "LESSOR") and SusQ-Cyber Charter School, a Pennsylvania non-profit corporation, having its registered office at 240 Market Street, Bloomsburg, PA (hereinafter "LESSEE").

1. Demised Premises: LESSOR does hereby LEASE to LESSEE, and LESSEE leases from LESSOR, subject to the terms and conditions hereof, the premises (hereinafter the "LEASED PREMISES") a portion of the Building designated as Suites 11, 12, 13, 15 and 16 of the Bloomsburg Regional Technology Center, 240 Market St., Bloomsburg, PA, consisting of 3,435 square feet, (being sometimes referred to herein as the "PRIMARY LEASE AREA") located in the Town of Bloomsburg, Columbia County, Pennsylvania, together with a non-exclusive right to use, for purpose of ingress and egress, as part of the LEASED PREMISES, the adjoining parking, drives, walkways, stairs, elevators, lobbies and corridors. The LEASED PREMISES are described in Exhibit "A" attached hereto and made a part hereof.

If LESSEE requests additional space during the term of this LEASE, LESSOR may, at its sole option, accommodate that request by an Amendment to this LEASE. However, there shall be no obligation on the part of LESSOR to make available to LESSEE any space in addition to the space leased hereby.

2. Term: The term of this LEASE shall start on July 1, 2016, or when fully executed by all parties, whichever occurs later and end on June 30, 2017. Thereafter, Lessee is hereby granted and shall, if not in default at the time, have an option to renew this Lease for three additional 12 month periods (the "Renewal Term") on the same terms, covenants and conditions herein contained. Lessee shall deliver to Lessor by written notice at least sixty (60) days prior to termination of the initial Term or any extension thereof, Lessee's notice of its election to not renew the term of this Lease as herein provided. In the event the Lessee does not renew this Lease as herein provided, and holds over beyond the end of the Renewal Term, such holding over shall be deemed a month-to-month tenancy only.

3. Rent: LESSEE covenants and agrees to pay to LESSOR as rental for the LEASED PREMISES an annual rental of Thirty Eight Thousand Eight Hundred Sixty Four and 00/100 Dollars (\$38,864.00). The rental amount for the initial Term of the Lease shall be prorated to only cover the nine month period. LESSEE shall pay LESSOR rent in a quarterly amount of Nine Thousand Seven Hundred Fifteen and 98/100 Dollars (\$9,715.98). Rent shall be paid, in advance, on or before the first day of each quarter payable to LESSOR, for credit to the account of LESSOR, at the LESSOR'S Office at 116 Research Drive, Bethlehem, Pennsylvania, 18015. **The Rent for this lease has been reduced in consideration of special conditions encountered by SusQ-Cyber Charter School for the current fiscal year.** Rent for each Lease Year subsequent to the initial Lease Year shall be increased using the square footage lease rates from the Lease dated October 24, 2014 for the base year and increased by the greater of three

**ADDENDUM TO MASTER LEASE AGREEMENT
MLA # 8099187001**

THIS ADDENDUM TO MASTER LEASE AGREEMENT, dated as of _____, 20_____, is by and between **SUSQ-CYBER CHARTER SCHOOL** as Lessee, and **APPLE, INC.**, as Lessor.

BACKGROUND

- A. By that certain Master Lease Agreement # **8099187001** dated _____, 20_____, by and between Lessor and Lessee (the "Master Agreement"), Lessor agreed to lease to Lessee certain personal property, upon and subject to the terms and conditions set forth in the Master Agreement and all Schedules executed, whether now or hereafter, thereunder.
- B. Lessor and Lessee desire to amend the terms and conditions of the Master Agreement upon and subject to the terms and conditions of this Addendum, but only for purposes of each Schedule executed on or after the effective date of this Addendum.
- C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Master Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

- 1. **Amendment to Master Agreement.** The Master Agreement is amended as follows:

Section 24 is amended by adding the following language to the end of that Section:

"Notwithstanding anything to the contrary in this Master Lease, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of both parties using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party."

- 2. **Effective date.** This Addendum is executed to be effective the same day as the Master Agreement, and is incorporated into and made a part of the Master Agreement.
- 3. **Effect of Addendum.** All terms and conditions of the Master Agreement not expressly modified hereby remain in full force and are hereby ratified by the parties.

N WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Addendum as of the date first set forth above.

SUSQ-CYBER CHARTER SCHOOL

By: *Caterina G. Leprow*

Title: C.E.O.

APPLE, INC.

By: _____

Title: _____

Master Lease Agreement

Agreement # 8099187

AFS Education Finance

LESSOR: APPLE, INC.
5000 RIVERSIDE DR, SUITE 300 EAST
IRVING, TX 75039-4314

LESSEE: SUSQ-CYBER CHARTER SCHOOL
240 MARKET ST
BLOOMSBURG, PA 17815

We have written this Agreement in plain language because we want you to understand its terms. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have. The word "Agreement" means this master lease agreement. The word "Schedule" means any lease schedule under this Agreement which has been signed by you and accepted by us. The word "Lease" means this Agreement and a Schedule. The words "you" and "your" mean the Lessee named above. The words "we", "us", and "our" refer to the Lessor named above. Other capitalized terms not otherwise defined in this Agreement are described in the Schedule.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Agreement, you agree to lease from us the Equipment described in each Schedule when we accept the Schedule at our office in Michigan. **ONCE WE ACCEPT THE SCHEDULE, YOU MAY NOT CANCEL IT DURING THE FULL LEASE TERM.** Each Schedule will incorporate the terms of this Agreement and will constitute a separate Lease. You agree to be bound by all the terms of the Lease.

2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing the Schedule you assign your rights, but none of your obligations under it, to us.

3. **RENT.** You agree to pay us Rent (plus applicable taxes) in the amount and frequency stated on each Schedule. If your Rent payments are due in Advance, your first Rent payment is due on the date you accept the Equipment under the Schedule. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You will pay us any required Advance Rent or Security Deposit when you sign each Schedule. Security Deposits or Advance Rents may be commingled and do not earn interest. Provided you are not in default, we may apply your Security Deposit to the last Rent payment or to your purchase option or we may refund the Security Deposit to you when the Lease Term expires and the Equipment is returned in accordance with Section 16. If we collect more than one payment as Advance Rent, we may apply such Advance Rent to the last Rent payment. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of the Schedule. Restrictive endorsements on checks you send to us will not reduce your obligations to us. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.

4. **UNCONDITIONAL OBLIGATION.** YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE FULL LEASE TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER.

5. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THE LEASE. YOU AGREE THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. EXCEPT AS PROVIDED IN OUR WRITTEN PRODUCT WARRANTIES, WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware that we are the Equipment manufacturer and you will contact us for a description of your warranty rights. You agree to settle any dispute you may have regarding performance of the Equipment directly with us and not make any claim against any new owner described in Section 19. You agree to continue to pay such new owner all Rent and other payments even if you have a dispute with us regarding the Equipment.

6. **TITLE AND SECURITY INTEREST** If the Purchase Option amount stated on the Schedule is \$1.00 (a "Dollar Purchase Option"), you shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as you are not in default under the Lease. In the event of a default, title to the equipment shall revert to us free and clear of any rights or interests you may have in the Equipment. If the Purchase Option amount stated on the Schedule is other than \$1.00 (a "Stated Purchase Option"), the Equipment is and shall remain our sole property during the Lease Term. Unless you are in default under the Lease, you shall have the right to peacefully possess and use the Equipment during the Lease Term. To secure all of your obligations to us under the Lease you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement or any Schedule is changed in any way. You hereby appoint us (or our agent) as your true lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agent) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign financing statements in order for us to publicly record our security interest. This Agreement or a copy of this Agreement shall be sufficient as a financing statement and may be filed as such.

7. **USE, MAINTENANCE AND REPAIR.** You will not move the Equipment from the Equipment Location without our advance written consent. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

8. **TAXES.** You agree that you will pay us, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to each Lease and the equipment (excluding taxes based on our net income). If the Lease includes a Dollar Purchase Option, you agree to file any required personal property tax returns and, if we ask, you will provide us with proof of payment. We do not have to contest any tax assessments. For Leases with a Stated Purchase Option, (a) you will, at our discretion, either (1) reimburse us annually for all personal property taxes which we may be required to pay as the owner of the Equipment, or (2) remit to us each month our estimate of the monthly equivalent of the annual personal property taxes to be assessed, (b) you agree to pay us for the loss of any income tax benefits caused by your actions, and (c) should an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affect our after-tax earnings or cash flows, you agree that we may increase the Rent and other amounts due under each Lease to offset any such adverse effect.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON THE REVERSE SIDE) AND ANY SCHEDULES SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF A LEASE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF EACH LEASE. EACH LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT, ANY SCHEDULES AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTILL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OAKLAND COUNTY, MICHIGAN.

ACCEPTED BY:

LESSOR: APPLE, INC.

SIGNATURE: _____
PRINT NAME: _____
TITLE: _____
DATE: _____

PROPOSED BY:

LESSEE: SUSQ-CYBER CHARTER SCHOOL

SIGNATURE: *Patricia A. Leffler*
PRINT NAME: PATRICIA A. LEFFLER
TITLE: C.E.O.
DATE: 6-8-11 FED TAX ID#: 23-246584

9. INDEMNITY. We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Lease has expired for acts or omissions which occurred during the Lease Term.

10. IDENTIFICATION. You authorize us to insert or correct missing information on the Lease, including your official name, serial numbers and any other information describing the Equipment. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

11. LOSS OR DAMAGE. You are responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to you until it is returned to us. If any item of Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If you have satisfied your obligations under this Section 11, we will forward to you any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 14 of this Agreement.

12. INSURANCE. You agree to (a) keep the Equipment fully insured against loss, naming us as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tell you, naming us as additional insured, until you have met all of your obligations under the Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 15 days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the Equipment at your expense. You will pay all insurance premiums and related charges.

13. DEFAULT. You will be in default under this Agreement if any of the following happens: (a) we do not receive any Rent or other payment due hereunder within 10 days after its due date, or (b) you or any of your guarantors become insolvent, are liquidated or dissolved, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (d) (for individuals) you or any of your guarantors die, or have a guardian appointed, or (e) any representation you have made in this Agreement shall prove to have been false or misleading in any material respect, or (f) you or any of your guarantors break any promise made in this Agreement or any guaranty and do not correct the default within 10 days after we send you written notice of the default, or (g) you default on any other agreement between you and us (or our affiliates).

14. REMEDIES. Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to us under the Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, plus (iii) the Purchase Option amount, if stated, or if no fixed Purchase Option amount is given, our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term, all discounted at the higher of 6% or the lowest rate allowed by law (collectively, the "Net Book Value"). We have the right to require you to make the Equipment available to us for repossession during reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against us or the Equipment for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree that we have no obligation to sell the Equipment, if we do sell the Equipment, we will reduce the Net Book Value by the amounts we receive. You will immediately pay us the remaining Net Book Value. If the Lease includes a Dollar Purchase Option and we receive more than the Net Book Value plus our costs of sale, we will give you the excess. You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default.

15. YOUR OPTIONS AT END OF LEASE. Provided you are not in default, upon expiration of a Lease with a Dollar Purchase Option, you shall purchase the Equipment at the end of the Lease Term for such amount and we will release any security interest we may have in the Equipment. Provided you are not in default, upon expiration of a Lease with a Stated Purchase Option, you shall have the option to (a) return the Equipment in accordance with Section 16, or (b) on 60 days advance written notice to us, purchase all but not less than all of the Equipment for the Purchase Option amount, if stated, or if no fixed Purchase Option amount is given, our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term. If the Purchase Option is stated as a percentage, the Purchase Option amount shall be the product of such percentage multiplied by the Equipment Cost (as such term is defined in Section 21). If you elect to purchase the Equipment, upon payment of the agreed upon price including all sales taxes and other applicable taxes, we will transfer the Equipment to you **AS IS-WHERE IS, WITHOUT ANY REPRESENTATION OR WARRANTY.** If you fail to exercise the purchase option (a) you will continue to pay Rent until the Equipment is received and accepted by us pursuant to Section 16, and (b) all of the terms of the Lease shall continue to apply.

16. RETURN OF EQUIPMENT. If (a) a default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, you will immediately return the Equipment to any location(s) and aboard any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories. You will continue to pay Rent until the Equipment is received and accepted by us.

17. YOUR REPRESENTATIONS. You state for our benefit that as of the date of each Lease (a) you have the lawful power and authority to enter into the Lease, (b) the individuals signing this Agreement and the Schedule have been duly authorized to do so on your behalf, (c) by entering into the Lease you will not violate any law or other agreement to which you are a party, (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under the Lease, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.

18. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of each Lease (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership, (b) you will provide to us such financial information as we may reasonably request from time to time, and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under the Lease.

19. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the Equipment is located to waive any rights they may have in the Equipment. We may, without notifying you, sell, assign, or transfer any Lease and our interests in the Equipment. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. However, any such assignment, sale, or transfer of the Lease or the Equipment will not relieve us of any obligations we may have to you under the Lease. If you are given notice of a new owner of a Lease, you agree to respond to any requests about the Lease and, if directed by us, to pay the new owner all Rent and other amounts due under the Lease.

20. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by the Lease, and our expenses will be in addition to of the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of the Lease, you agree to pay a fee for such privilege.

21. AGREED LEASE RATE FACTOR. You understand that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing the Lease, you acknowledge that you have chosen to lease the Equipment from us for the Lease Term and that you have agreed to pay Rent. If the Lease provides for a Dollar Purchase Option, each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. The Equipment Cost is the Rent divided by the Lease Rate Factor. The lease charge portion of the Rent can be determined by applying to the Equipment Cost the rate which will amortize the Equipment Cost down to the Purchase Option amount (which may be a fixed amount or a percentage of the Equipment Cost) by payment of the Rent. The lease charge rate can also be calculated using the Equipment Cost as the present value, the Purchase Option amount as the future value, the Rent as the payment and the Lease Term as the term. The lease charge rate may be higher than the actual annual interest rate because of the amortization of certain costs, expenses and fees incurred by us. We both intend to comply with all applicable laws. If it is determined that your payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will we charge or receive or will you pay any amounts in excess of the legal amount.

22. MISCELLANEOUS. The Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THE LEASE.** If a court finds any provision of this Agreement or any Schedule to be unenforceable, the remaining terms of the Lease shall remain in effect. **EACH LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of \$43.25 to cover our documentation and investigation costs.

23. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement, or by facsimile transmission to our facsimile telephone number, with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

24. WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement; (b) reject or revoke acceptance of the Equipment; (c) recover damages from us for any breach of warranty or for any other reason; and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damages, which require us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of any Lease or for any losses, damages, delay or failure to deliver Equipment.

Master Lease Agreement # 8099187

Signer's Initials _____

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Agreement # 8099187 dated _____, 20____ (the "Master Lease"), Schedule No. 001, between Apple Inc. (the "Lessor") and SUSQ-CYBER CHARTER SCHOOL (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

INVOICE MAILING ADDRESS:

Box 1A Suite 15
Bloomsburg Pa 17815

SHIP TO ADDRESS:

SAME

Mail invoices to the attention of: ACCOUNTS PAYABLE

Invoice Mailing Address: SAME

Phone: 570-245-0252

Cell: N/A

Email: Kbreiner@susqcyber.org

Primary Contact PATRICIA A LEIGHOW

Phone: 570-245-0252

Cell: N/A

Email: pleighow@susqcyber.org

Summer - Primary Contact

SAME

Phone: _____

Cell: _____

Email: _____

Secondary Contact: TERRI LAZAR

Phone: 570-245-0252

Cell: N/A

Email: tlazar@susqcyber.org

Summer - Secondary Contact SAME

Phone: _____

Cell: _____

Email: _____

Product Delivery Contact: RYAN CRAIG

Phone: 570-245-0252

Cell: N/A

Email: rcraig@susqcyber.org

Digital Product Contact: RYAN CRAIG

Phone: 570-245-0252

Cell: N/A

Email: rcraig@susqcyber.org

LESSEE: SUSQ CYBER CHARTER SCHOOL

SIGNATURE: X Patricia A. Leighow

NAME / TITLE: X CEO

DATE: X 570-245-0252

EXHIBIT A

**Master Lease Agreement # 8099187
Lease Schedule # 001**

LESSOR: APPLE, INC.
5000 RIVERSIDE DRIVE, SUITE 300 EAST
IRVING, TX 75039-4314

LESSEE: SUSQ-CYBER CHARTER SCHOOL
240 MARKET ST
BLOOMSBURG, PA 17815

EQUIPMENT SCHEDULE

Equipment Description

Personal computers electronic devices, servers, and networking equipment with a value not to exceed **\$128,523.00** as such equipment is more particularly described in invoices presented to Apple, Inc., as Lessor, and accepted by Lessee, which descriptions are incorporated herein by reference. Final Rental payment will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

TRANSACTION TERMS:

OF RENTS: 48 @ \$2,947.03 (net of applicable taxes)
PAYABLE: Monthly in Advance
LEASE TERM: 48 Months LEASE RATE: 0.02293

TRANSACTION SUMMARY

New Apple Equipment
Cost: \$ 128,523.00
Total Cost to Lessor's
Assignee: \$ 128,523.00

EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: \$1 Out Purchase Option

Equipment Location (if different from Lessee address above):

Lessee Contact/Telephone: Ryan Craig

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE AGREEMENT IDENTIFIED ABOVE.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE.

ACCEPTED BY:
LESSOR: **APPLE, INC.**

PROPOSED BY:
LESSEE: **SUSQ-CYBER CHARTER SCHOOL**

BY: _____

BY: Patricia A. Reynolds

PRINT NAME: _____

PRINT NAME: PATRICIA A REYNOLDS

TITLE: _____

TITLE: CEO

DATE: _____

DATE: 6-8-17 FED TAX ID#: 23-2965846

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 001, dated _____, 20____, (the "Schedule") to Master Lease Agreement # 8099187, dated as of _____, 20____, between Apple Inc., as Lessor, and SUSQ-CYBER CHARTER SCHOOL, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is all of the "Equipment" listed in the Schedule to the Master Lease Agreement referenced above.

Payee Name: SUSQ-CYBER CHARTER SCHOOL

Description or Invoice # \$ Amount

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: SUSQ-CYBER CHARTER SCHOOL
Signature: X Patricia A. Leythow
Printed Name/Title: X PATRICIA A LEYTHOW
Date: X 6-8-17

**PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC.
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314**

NOTICE OF ASSIGNMENT

Dated _____

APPLE, INC. ("Assignor") hereby gives notice that Assignor assigned to WELLS FARGO VENDOR FINANCIAL SERVICES, LLC ("Assignee") all of its rights in and to Lease Schedule No. 001 (the "Lease") to the Master Lease Agreement 8099187 dated _____, by and between Assignor and SUSQ-CYBER CHARTER SCHOOL ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

WELLS FARGO VENDOR FINANCIAL SERVICES, LLC
P.O. Box 3083
Cedar Rapids, IA 52406-9890
Telephone (800) 633-3980
Attn: Customer Service

The Federal Tax Identification Number of WELLS FARGO VENDOR FINANCIAL SERVICES, LLC is 94-1686094.

Lessee is further advised that (1) Assignee shall not have any of the obligations or liabilities of Assignor, (2) Assignee shall have all rights of Lessor under the Lease, including but not limited to all the rights to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, (3) Lessee shall pay Assignee all rents and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against Assignor, or relative to the equipment, or any other claim of Lessee arising prior to the Assignment, (4) in the event of default under the Lease (a) Lessor may accelerate only the rentals and other amounts due in the fiscal period in which the default occurred and Lessee is required to pay such amounts subject to legally available funds and (b) all leases subject to the Master Lease Agreement owned by Assignee or its affiliates and all agreements between Lessee and Assignee or its affiliates shall be in default but a default under another lease subject to the Master Lease Agreement not owned by Assignee or any of its affiliates shall have no impact on the Lease or any other agreement between the Lessee and Assignee or its affiliates

EXHIBIT E
LEASE PAYMENT INSTRUCTIONS

AFS EDUCATION FINANCE
INVOICE

Remit Payment To:
Apple, Inc. c/o Apple Financial Services
Attn: Contracts
5000 Riverside Drive, Suite 300 East
Irving, TX. 75039-4314

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
8099187001		319-841-7978	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
ADV8099187001	June 1, 2017	Net 30	\$2,947.03

SOLD TO:

SUSQ-CYBER CHARTER SCHOOL
RYAN CRAIG
240 MARKET ST
BLOOMSBURG, PA 17815

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
8099187001	Net 30	Advanced Lease Payment	\$2,947.03

*****Please return your payment with this invoice. Your payment is due at the time of lease commencement.*****

PLEASE FORWARD TO YOUR INSURANCE AGENT
Insurance Coverage Requirements

Apple, Inc.

RE: SUSQ-CYBER CHARTER SCHOOL ("Debtor")
8099187001

Apple, Inc. is entering into a Financing Agreement with SUSQ-CYBER CHARTER SCHOOL

- () 1. In accordance with the terms and conditions of the Lease Agreement, we have instructed the insurance agent named below (please fill in name, address, and telephone number):

<u>HENDERSON BROTHERS INC</u>		<u>412-261-1842 x330</u>
Name of Insurance Agent	Phone Number	
<u>920 FT DUQUESNE BLVD</u>		
Address		
<u>PITTSBURGH</u>	<u>PA</u>	<u>15222</u>
City	State	Zip

to issue:

Please place the necessary coverage and provide Evidence of All-Risk Physical Damage Insurance on the leased equipment – ACCORD FORM #27 (showing Loss Payee as Apple, Inc. and/or its assigns) as soon as possible, with **LOSS PAYABLE ENDORSEMENT to:**

Apple, Inc.
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314
Attn: Rochelle Bryant
(Certificate may be faxed to 800/277-5358)

- () 2. Coverage Required: Full Replacement Value

Such insurance policies shall not be canceled nor any reduction or restriction of coverage by effected until at least thirty (30) days prior written notice has been given by Certified Mail, Return Receipt Requested, to Apple, Inc. and/or its assigns as Loss Payee.

OR

- () 3. We are self-insured for all risk, physical damage, and public liability, and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance.

EXHIBIT B

AFS Education Finance CERTIFICATE OF ACCEPTANCE

AGREEMENT # 8099187001

LESSEE: SUSQ-CYBER CHARTER SCHOOL 240 MARKET ST BLOOMSBURG, PA 17815	LESSOR: APPLE, INC. 5000 RIVERSIDE DRIVE SUITE 300 EAST IRVING, TX 75039-4314
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QUANTITY	EQUIPMENT MODEL & DESCRIPTION	SERIAL NUMBER
	See related packing slips and/or Apple Inc. invoices.	

THE UNDERSIGNED, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO WELLS FARGO VENDOR FINANCIAL SERVICES, LLC, THAT:

1. THE EQUIPMENT HAS BEEN DELIVERED TO THE LOCATION WHERE IT WILL BE USED, WHICH IS THE EQUIPMENT LOCATION GIVEN IN THE LEASE.
2. THE EQUIPMENT HAS BEEN INSPECTED AND IT IS (a) COMPLETE, (b) PROPERLY INSTALLED, (c) FUNCTIONING, AND (d) IN GOOD ORDER.
3. THE UNDERSIGNED ACCEPTS THE EQUIPMENT FOR ALL PURPOSES UNDER THE LEASE AS OF THE DATE OF THIS CERTIFICATE, WHICH IS THE DATE ON WHICH THE EQUIPMENT WAS DELIVERED AND INSTALLED.
4. THE UNDERSIGNED IS NOT IN DEFAULT UNDER THE LEASE, AND ALL ITS STATEMENTS AND PROMISES IN THE LEASE ARE TRUE.
5. YOU ARE IN THE PROCESS OF REMITTING THE ADVANCE RENT DUE UNDER THE LEASE; THE EXPECTED DAY THE ADVANCE RENT WILL BE ISSUED IS _____

LESSEE: SUSQ-CYBER CHARTER SCHOOL

By: Catarina A. Leffron

Title: CEO

Date: 8/31/17



BUREAU OF
BUSINESS TRUST FUND TAXES
PO BOX 280901
HARRISBURG, PA 17128-0901

PENNSYLVANIA EXEMPTION CERTIFICATE

CHECK ONE:

- STATE OR LOCAL SALES AND USE TAX
 STATE OR LOCAL HOTEL OCCUPANCY TAX
 PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
 VEHICLE RENTAL TAX (VRT)

(Please Print or Type)

This form cannot be used to
obtain a Sales Tax License
Number, PTA License Number
or Exempt Status.

Read Instructions
On Reverse Carefully

THIS FORM MAY BE PHOTOCOPIED – VOID UNLESS COMPLETE INFORMATION IS SUPPLIED

- CHECK ONE: PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)
 PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller, Vendor, or Lessor
Apple Inc. c/o Apple Financial Services

Street	City	State	ZIP Code
5000 Riverside Drive, Suite 300 East	Irving	TX	75039-4314

NOTE: Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:

- FORM MV-1 Application for Certificate of Title (first time registrations)
 FORM MV-4ST Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

Property and services purchased or leased using this certificate are exempt from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: _____
2. Purchaser is a/an: _____
3. Property will be resold under License Number _____. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
4. Purchaser is a/an: Non Profit Educational Institution holding Exemption Number 75-468-209
5. Property or services will be used directly and predominately by purchaser performing a public utility service.
 PA Public Utility Commission PUC Number _____ and/or US Department of Transportation MC/MX _____
6. Exempt wrapping supplies, License Number _____. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
7. Other _____
 (Explain in detail. Additional space on reverse side.)

I am authorized to execute this Certificate and claim this exemption. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee	Signature	EIN	Date
SusQ-Cyber Charter School		23-2965846	8/31/17
Street	City	State	ZIP Code
240 Market St., Box 1A, Suite 15	Bloomsburg	PA	17815

1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

3. RETENTION:

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.

DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.

4. EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75-00000-0).

SusQ-Cyber Charter School

240 Market St., Box 1A, Suite 15
Bloomsburg, PA 17815
(570)-245-0252

Purchase Order

Tax Exemption # 75-468-209

Purchase Order No. 10632

Purchase Order Date 8/31/2017

Vendor:

Apple Inc. c/o Apple Financial Services
5000 riverside Drive, Suite 300 East
Irving, TX 75039-4314

Ship to:

SusQ-Cyber Charter School
240 Market Street, Suite 15
Bloomsburg, PA 17815
Attention: Ryan Craig

Quantity	Description	Unit Price	Amount
	Proposal 2102611858		128,523.00
	Agreement # 8099187001		
Total			\$128,523.00


Authorized Signature

INVOICE TO:

SusQ-Cyber Charter School
240 Market Street, Box 1A, Suite 15
Bloomsburg, PA 17815
Attention: Administrative Office

SUSQ-CYBER CHARTER SCHOOL

Ryan Craig
240 MARKET ST
BLOOMSBURG, PA 17815

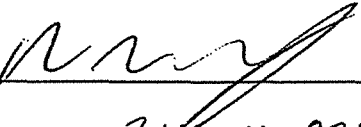
Date:

AFS Education Finance
Attn: Rochelle Bryant
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

Rochelle Bryant,

SUSQ-CYBER CHARTER SCHOOL will accept partial shipment of the computer equipment as described on our PO # _____ . Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.


Sincerely,

By:  _____

Print Name: RYAN M CRAIG

Title: TECHNOLOGY

Date: 06 JUNE 2017



Apple Store for Education Institution

Proposal 2102611858

Proposer: SusQ-Cyber Charter School

Thank you for your proposal dated 03/02/2017. The details we've provided below are based on the terms assigned to account ██████████ SUSQ-CYBER CHARTER SCHOOL.

To access this proposal online, please search by referencing proposal number 2102611858.

Comments from Proposer:

Part Number	Description	Total Quantity	Unit Price	Total Price
ZOR7	Mac mini 3.0GHz Intel Dual-Core Core i7 16GB 1600MHz LPDDR3 SDRAM - 2x8GB 1TB Serial ATA Drive @ 5400 rpm Intel Iris Graphics User's Guide (English)	5	1,129.00	5,645.00 USD
ZOTA	MacBook Air 13-inch 2.2GHz Intel Dual-Core Core i7, Turbo Boost up to 3.2GHz Intel HD Graphics 6000 8GB 1600MHz LPDDR3 SDRAM 128GB Flash Storage Backlit Keyboard (English) / User's Guide (English)	110	1,079.00	118,690.00 USD
ZOT5	MacBook Pro 15-inch with Touch Bar - Silver 2.9GHz Quad-core Intel Core i7, Turbo Boost up to 3.8GHz 16GB 2133MHz LPDDR3 SDRAM Radeon Pro 460 with 4GB GDDR5 memory + Intel HD Graphics 530 2TB PCIe-based SSD Force Touch Trackpad Four Thunderbolt 3 ports Touch Bar and Touch ID Backlit Keyboard (English) / User's Guide (English)	1	3,949.00	3,949.00 USD
MJ1M2AM/A	USB-C to USB Adapter	1	9.00	9.00 USD
HJKF2ZM/A	Belkin USB-C to Gigabit Ethernet Adapter - White	1	26.00	26.00 USD
MK0X2AM/A	Lightning to USB-C Cable (1 m)	1	19.00	19.00 USD
MMEL2AM/A	Thunderbolt 3 (USB-C) to Thunderbolt 2 Adapter	1	29.00	29.00 USD
HJUJ2ZM/A	Belkin USB-C to VGA Adapter - White	1	29.00	29.00 USD
MD464LL/A	Apple Thunderbolt to FireWire Adapter	1	29.00	29.00 USD
MJ1K2AM/A	USB-C Digital AV Multiport Adapter	2	49.00	98.00 USD
Subtotal				128,523.00 USD

Estimated Tax	0.00 USD
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Total	128,523.00 USD
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Please note that your order subtotal does not include Sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into the Apple Store for Education Institution [<https://ecommerce.apple.com>] and click on Proposals. Then search for this Proposal by entering the Proposal number referenced above.

Note: A Purchaser login is required to order. To request Purchaser access for your Apple Account, log into Apple Store for Education Institution and select the 'Register' link from the store login page. Purchases under a Proposal are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

Please contact us at 800-800-2775, if you have further questions or need assistance.

The prices and specifications above correspond to those valid at the time the proposal was created and are subject to change.

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Integrity Leasing and Financing, Inc.
20 Vernon Street, Suite 15
Norwood, MA 02062
Tel: (781) 636-0202
Fax: (781) 636-0206
markg@integrityleasing.com



Lease Application

Lessee Information

Company Name: SusQ-Cyber Charter School
 DBA: SusQ-Cyber Charter School Fed Tax ID: 23-2965846
 Address: 240 Market Street Box 1A
 City, State & Zip: Bloomsburg, PA 17815
 Business Phone #: 570-245-0252 Ext 309
 Contact Name: Patricia A Leighow Phone #: 570-245-0252 Ext 309
 e-Mail: pleighow@susqcyber.org Fax: 570-245-0255
 Business Description: Cyber Charter School
 Time In Business Under Current Ownership: 1998
 Type of Business: S-Corp LLC Proprietorship
 Partnership Corporation Non-Profit

Vendor Supplying Equipment

Company Name: Dauphon DataCom
 Address: 1830 South 19th Street PO Box 2206
 City, State & Zip: Harrisburg, PA 17105-2206
 Phone # 717-986-9315 Fax: 717-986-9316
 Rep name Mark Kurt

Bank References

Principal Bank: M and T Bank
 Account Numbers: [REDACTED]
 Telephone: 570-387-6582
 Contact: Jodi Berry

Personal Information on Owners

Name: _____
 Home Address: _____
 City, State & Zip: _____
 Telephone: _____
 Social Security #: _____ % Ownership: _____
 Signature: _____
 Print Name: _____
 Date: _____

Name: _____
 Home Address: _____
 City, State & Zip: _____
 Telephone: _____
 Social Security #: _____ % Ownership: _____
 Signature: _____
 Print Name: _____
 Date: _____

By signing below, the undersigned individual, who is either a principal of the credit applicant or a personal guarantor of its obligations, provides written instruction to Lessor or its designee (and any assignee or potential assignee thereof) authorizing review of his/her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. A photostat or facsimile copy of this authorization shall be valid as the original. By signature below, I/we affirm my/our identity as the respective individual(s) identified in the above application.

Equipment to be Leased

Address of Installation: 240 Market Street, Bloomsburg, PA 17815

Quantity	Model	Description	Serial Number(s)	Purchase Price (w/o tax)
		To be attached		\$

Proposed Lease Terms

Number of Months: 60 F&L in advance: X Monthly Payment*: 301.64 Purchase Plan: \$1.00 buyout
*Does not include sales tax.

I authorize all deposit, borrowing, and trade information to be released to the Lessor. I hereby represent all information is true, correct and complete. A photostatic copy of this authorization shall be valid as the original.

Signature: *Patricia A Leighow*
 (Authorizing Officer Signature)
Patricia A Leighow
 (Please Print Name)

Title: CEO Date: 4/21/2017

Please fax completed application to
 (781) 636-0206, or email markg@integrityleasing.com

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age ((provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission Equal Credit Opportunity, Washington, D.C. 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Lessor set forth above within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

PAYMENT FORM

DATE: _____

Contract Number:

APP #: 401261

Contract Name: SusQ-Cyber Charter School

Contact Name:

Contact Phone: 570-245-0252

Contact Email:

Address: 240 Market Street, Box 1A
Bloomsburg, PA 17815-1770

Total Amount*: \$628.62 (Plus applicable taxes)

* In the event the actual costs are different than the estimated amount used to calculate your payments, you authorize us to adjust the Total Amount set forth above, provided that your monthly lease payment does not increase in an amount greater than 15%.

Name on Account:

Sus Q - Cyber Charter School

Bank Name:

M&T BANK

ABA Number (9 digits):

Checking Account #:

E-mail Address:

pleighow@susqcyber.org

Lessee Authorization:

Edward A. Sounderj. (signature)

Date to pull:

Today

Post dated:

*Your account will be debited under the name "Administration Services."

Office Use Only:

Prepared by:

Approval: _____ Date: _____

FINANCE AGREEMENT

LENDER: LEAF Capital Funding, LLC 2005 Market Street, 14th Floor, Philadelphia, PA 19103
BORROWER: SusQ-Cyber Charter School 240 Market Street, Box 1A, Bloomsburg, PA 17815-1770
DATE: April 27, 2017
PRINCIPAL AMOUNT*: \$11,614.75 Borrower authorizes Lender to fund the Principal Amount directly to vendors and/or other parties in satisfaction of invoices and/or amounts payable by Borrower. Prior to any such funding, Lender may at its discretion require Borrower to confirm in writing or verbally its receipt and acceptance of the product(s) relating to the funding and all invoicing must be acceptable to Lender. Lender's obligation to disburse any portion of the Principal Amount is conditioned upon: (i) no Event of Default having occurred and remaining uncured hereunder, and (ii) Lender's receipt of all documentation deemed necessary by Lender, including but not limited to this Finance Agreement (the "Agreement").
BASE TERM: 60 MONTHS
PERIODIC PAYMENTS*: Payments are: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual Periodic Payments are monthly unless otherwise specified. <div style="text-align: center;"> 60 PAYMENTS @ \$251.81 </div>
*The Principal Amount and the Periodic Payments are subject to adjustment up or down if the amount actually advanced by Lender to or on behalf of Borrower, plus any other obligations of Borrower to Lender that are to be included in the principal amount hereof (i.e. accrued interest under a Progress Payment Agreement), is other than the stated Principal Amount above. Adjustments, if any, shall be confirmed in writing to Borrower and shall preserve Lender's economics. If the adjustment is more than ten percent (10%) of the Principal Amount, upon request, Borrower shall execute and deliver to Lender an amended and restated Finance Agreement which reflects the corrected Principal Amount and the amount of each Periodic Payment.
AMOUNT DUE AT TIME OF SIGNING THIS AGREEMENT: (a) Total Advance Payment(s): 2 = \$503.62;** (b) A Security Deposit in the amount of: \$0.00; (c) A Documentation Fee in the amount of: \$125.00. Please provide payment in the amount of (a)+(b)+(c)=\$628.62 when Borrower executes and returns this Agreement. **If more than one month's payment is required as an Advance Payment, the additional amount will be applied on the commencement date to Periodic Payments in inverse order, starting with the last Periodic Payment.

2. **PAYMENTS.** Borrower's obligation to pay the Payments shall be absolute and unconditional and is not subject to any termination, cancellation, abatement, set-off, defense or counterclaim for any reason whatsoever. Borrower may not elect to prepay or otherwise terminate this Agreement without the prior written consent of Lender. If Borrower is more than one person or entity, all of Borrower's obligations hereunder shall be joint and several. All Payments shall be made to Lender at its address specified above (or such other place as Lender may direct in writing) without notice or demand therefor, and all Payments shall be applied first to accrued and unpaid interest and other amounts payable hereunder and the balance to unpaid principal. Interest shall be computed on the basis of a year consisting of twelve months of thirty days each. Until all Indebtedness shall have been paid in full, the security interest in the Collateral granted hereby shall remain in full force and effect. Whenever any Payment is not made by Borrower when due hereunder and such failure continues for three (3) days thereafter, Borrower agrees to pay to Lender an amount equal to ten percent (10%) of such delayed Payment, but only to the extent permitted by law. Except as specifically provided herein, Borrower may not prepay any portion of this Agreement. Notwithstanding any other provision in this Agreement, nothing herein shall authorize or permit the payment of interest by Borrower where the same would be prohibited by any applicable law or would violate the applicable usury law. In any such event, this Agreement shall automatically be deemed amended to permit interest charges at an amount equal to, but not greater than, the maximum permitted by law. Unless specifically financed hereunder and included in the Principal Amount, Payments do not include taxes allocable to the Products, as defined in Section 14. In the event the United States tax laws change prior to, or during, the Base Term, Lender has the right to increase the remaining Periodic Payments to achieve its originally anticipated economic return. Borrower shall file and pay when due any and all taxes and government fees, charges, penalties and interest related to the Products, this Agreement and the Payments and shall immediately reimburse Lender for all such amounts paid by Lender on behalf of Borrower. Each check by phone payment made by Borrower to Lender shall be subject to a fee of \$25.00 and any check returned without payment shall be subject to a \$35.00 charge. Borrower agrees to pay Lender a documentation fee equal to the amount specified above, or if not so specified, the greater of either \$250.00 or 0.5% of the total of the Principal Amount, which amount shall be invoiced and payable along with the first Payment hereunder.

3. **ASSIGNMENT.** BORROWER MAY NOT ASSIGN THIS AGREEMENT OR THE RIGHTS AND/OR OBLIGATIONS HEREUNDER, NOR SHALL THE BORROWER LEASE OR LEND THE COLLATERAL OR SUBMIT IT TO BE USED BY ANYONE OTHER THAN BORROWER'S EMPLOYEES WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER. Lender may at any time assign all or part of any interest in this Agreement and moneys to become due to Lender hereunder and the Collateral. In such an event, all of Lender's rights, powers and privileges contained herein so assigned shall inure to the benefit of and may be exercised by or on behalf of such assignee, but the assignee shall not be liable for or be required to perform any of Lender's obligations to Borrower. The right of the assignee to the payment of assigned Payments and performance of all Borrower's obligations and the right to exercise any and all of Lender's rights hereunder shall not be subject to any defense, counterclaim or set-off which the Borrower may have or assert against the Lender, and the Borrower hereby agrees that it will not assert any such defenses, set-offs, counterclaims and claims against the assignee.

4. **EVENTS OF DEFAULT.** The term "Event of Default" shall mean any one or more of the following: (a) Borrower shall fail to make any Payment as it becomes due hereunder and such failure is not cured within 10 days; or (b) Borrower shall fail to perform or observe any of the covenants set forth in Paragraph 9; or (c) Borrower shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within 15 days after written notice from Lender to Borrower; or (d) Borrower or any guarantor of Borrower's obligations (each a "Guarantor") shall commence or be subject to any action for relief under any existing or future law of any jurisdiction, relating to bankruptcy, insolvency, reorganization or relief of debtors; or (e) Borrower or any Guarantor shall die, or if an entity, cease to exist, dissolve itself or be terminated; or (f) Any representation or warranty made by Borrower herein or otherwise furnished Lender in connection with this Agreement shall prove at any time to have been untrue or misleading in any material respect; or (g) Borrower or any Guarantor defaults with respect to any other indebtedness for borrowed money, lease, installment sale or guaranty obligation, or fails to comply with any financial covenant related thereto, in each case when any applicable grace period for such obligation has expired and the creditor has commenced to exercise any remedy; or (h) Lender shall reasonably deem itself insecure as a result of a material adverse change in Borrower's financial condition or operations or a change in the ownership of Borrower or any Guarantor; or (i) Borrower or any Guarantor shall fail to maintain in good standing any license necessary to conduct its business.

5. **REMEDIES.** Upon the occurrence of any Event of Default, Lender may declare this Agreement to be in default and exercise any one or more of the following remedies: (a) declare the Termination Amount, as defined in Section 6 hereof, to be immediately due and payable without notice or demand, (b) charge Borrower interest on all moneys due Lender at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, from the date of default until paid in full, (c) require Borrower to assemble all Collateral at Borrower's expense, at a place reasonably designated by Lender, (d) remove any physical obstructions for removal of the Collateral from the place where the Collateral is located and take possession of any or all items of Collateral, without demand or notice, wherever same may be located, and (e) without liability to Borrower, cause all data and other information stored on hard drives and other media storage devices to be securely overwritten and destroyed beyond

1. **COMMENCEMENT, DUE DATES, COLLATERAL.** (a) This Agreement shall become binding on Borrower upon its execution thereof and on Lender upon its execution. The term of this Agreement shall commence on the date Lender first disburses all or a portion of the Principal Amount (the "Commencement Date") and the Base Term shall commence on the date specified by Lender in the month following the Commencement Date (the "Base Term Commencement Date") and shall continue until all obligations of the Borrower hereunder have been fully performed. The first Periodic Payment shall be due thirty (30) days after the Base Term Commencement Date, or as otherwise invoiced by Lender (the "First Due Date"), with the remaining Periodic Payments due on the same day of each subsequent payment period until paid in full. Lender may charge Borrower a portion of one Periodic Payment for the period from the Commencement Date until the Base Term Commencement Date (such accrued interest, the "Interim Payment"). The Interim Payment shall be due and payable as invoiced by Lender. **UPON DISBURSEMENT OF ALL OR A PORTION OF THE PRINCIPAL AMOUNT, BORROWER IRREVOCABLY AUTHORIZES LENDER TO INSERT THE CORRECT PAYMENT DUE DATES and to complete or amend all documents related to this Agreement to reflect the correct due dates of all payments hereunder.**

(b) To secure the prompt repayment of (i) the Periodic Payments, Interim Payment and all other amounts due hereunder (the "Payments"), and (ii) all other obligations of Borrower to Lender, whether now existing or hereafter arising (collectively, the "Indebtedness"), Borrower hereby grants to Lender a first priority security interest in the assets described in Exhibit A attached hereto, whether now owned or hereafter acquired, together with all accessories, accessions, attachments thereto, and all other substitutions, renewals, replacements and improvements and all proceeds of the foregoing, including proceeds in the form of goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights and supporting obligations (collectively, "Collateral"). Borrower covenants to keep the Collateral free and clear of all liens and encumbrances, except for Lender's security interest therein. Borrower authorizes Lender to insert and/or correct serial numbers, VIN numbers and any other relevant information which identifies the Collateral when such information becomes available to Lender. Upon Lender's receipt of all Payments, Borrower shall own the Collateral free and clear of Lender's security interest.

recovery (such process being referred to as "Data Erasure"). Borrower hereby waives any and all damages occasioned by such retaking, except to the extent that such damage is caused by Lender's gross negligence or willful misconduct. Lender may, at its option, use, ship, store or repair all Collateral so removed and shall sell, lease or otherwise dispose of any such Collateral at a private or public sale. In the event Lender disposes of the Collateral, Lender shall give Borrower credit for any sums received by Lender from the sale or lease of the Collateral after deduction of the expenses of sale or lease. Borrower shall also be liable for and shall pay to Lender (i) all expenses incurred by Lender in connection with the enforcement of any of Lender's remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Collateral, and (ii) Lender's reasonable attorney's fees and expenses, whether such fees and expenses arise in connection with a bankruptcy proceeding of Borrower and/or any Guarantor, or otherwise. All remedies of Lender hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lender to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement.

6. TERMINATION AMOUNT. In the case of a required prepayment pursuant to Sections 5 or 8, Borrower shall pay Lender an amount equal to: (a) all amounts then due, including but not limited to, any due but not yet paid Periodic Payments, Interim Payment, late charges, and other amounts due as of the date of prepayment (the "Current Balance"); plus (b) the remaining Periodic Payments, discounted to the date of payment by Borrower at an annual rate equal to the lesser of three percent (3%) or the rate then available for United States Treasury obligations having an average life equal to one half of the remaining Base Term (collectively, the "Termination Amount").

7. UCC FILINGS AND FINANCIAL STATEMENTS. Borrower hereby irrevocably authorizes Lender and appoints Lender as Borrower's attorney-in-fact, with full power of substitution, to execute and/or file (on behalf of Borrower if necessary) such financing statements, continuations, assignments, amendments and/or other documents which Lender deems reasonably necessary to protect and continue Lender's right, title and interest hereunder and with respect to the Collateral. Borrower agrees to reimburse Lender for Lender's expenses incurred in preparing and filing all financing statements and for Lender's other documentation costs. Borrower agrees to submit audited financial statements or tax returns if its financial statements are unaudited within 120 days from the end of its fiscal year and Borrower warrants to Lender that all financial statements furnished and to be furnished have been and will be prepared in accordance with generally accepted accounting principles, are an accurate reflection of Borrower's financial condition and that there has been no material adverse change in the financial condition of Borrower or any Guarantor since the dates of preparation and submission of the financial statements to Lender. Lender may from time to time require a site inspection to verify the condition and/or existence of the Collateral and Borrower shall reimburse Lender's reasonable costs as invoiced. If Borrower requests administrative services from Lender, Borrower shall pay Lender's then applicable fee, if any, for such services.

8. LOSS OR DAMAGE. Borrower hereby assumes and shall bear the entire risk of loss (including theft and requisition of use) or destruction of or damage to the Collateral from any and every cause whatsoever, whether or not insured. No such loss or damage shall relieve Borrower from any obligation under this Agreement, which shall continue in full force and effect. In the event of damage to or loss or destruction of the Collateral (or any item thereof), Borrower shall promptly notify Lender in writing of such fact and shall, at the option of Lender: (a) place the same in good repair, condition and working order, or (b) replace the Collateral with like collateral acceptable to Lender and grant Lender a first priority security interest in such replacement collateral, or (c) pay to Lender the Termination Amount (or, at Lender's sole option, a prorata portion thereof if less than all of the Collateral is destroyed), whereupon the principal balance of this Agreement shall be reduced accordingly.

9. INSURANCE. Until all of the Indebtedness has been paid in full, Borrower shall obtain, maintain and keep the Collateral insured against all risks of loss or damage from every cause whatsoever, in an amount not less than the Termination Amount. Lender, its successors or assigns, shall be the named loss payee with respect to insurance for damage to the Collateral. Lender may require Borrower to obtain, provide evidence of and/or cause Lender to be entitled to the benefits of liability insurance, professional liability insurance, disability insurance and/or key man life insurance. Borrower shall pay all premiums for such insurance and shall deliver to Lender the original policy or policies of insurance, certificates of insurance, or other evidence satisfactory to Lender evidencing the insurance required thereby, along with proof, satisfactory to Lender, of the payment of the premiums for such insurance policies. The proceeds of all insurance policies required hereunder shall be paid directly to Lender. Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If Borrower fails to maintain insurance satisfactory to Lender or fails to timely provide proof of such insurance, Lender has the option, but not the obligation, to secure insurance from a carrier of its choosing in such forms and amounts as Lender deems reasonable to protect its interests. If Lender secures insurance on the Collateral, it will not name Borrower as an insured party, Borrower's interests may not be fully protected, and Borrower will reimburse Lender the premium which may be higher than the premium Borrower would pay if Borrower obtained insurance, and which may result in a profit to Lender through an investment in reinsurance. If Borrower is current in all of Borrower's obligations under this Agreement at the time of loss, any insurance proceeds received will be applied, at Lender's option, to repair or replace the Products, or to pay Lender the Termination Amount.

10. BORROWER'S COVENANTS, REPRESENTATIONS AND WARRANTIES. Borrower hereby represents, warrants and covenants to Lender as of the date hereof: (a) Borrower is organized and validly existing under the laws of the state of its organization, with adequate power and capacity to enter into this Agreement and any other documents required to be delivered in connection herewith (hereinafter "Documents") and Borrower is duly qualified and licensed to do business wherever necessary to carry on its present business, including all states where the Collateral is to be located; (b) the Documents have been duly authorized, executed and delivered by Borrower and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) no approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Borrower of the Documents, except such as have already been obtained; (d) the entry into and performance by Borrower of the Documents will not (i) violate any judgment, order, law or regulation applicable to Borrower or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of Collateral pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Borrower is a party; (e) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Borrower, which may have a material adverse effect on the ability of Borrower to fulfill its obligations hereunder; (f) Borrower shall not: (i) enter into any transaction of merger or consolidation in which it is not the surviving entity or sell, transfer or otherwise dispose of all or substantially all of its assets or (ii) change its name or (iii) permit any change of more than twenty percent (20%) in the ownership of the Borrower.

11. MISCELLANEOUS. Borrower agrees to execute or obtain and deliver to Lender at Lender's request such additional documents as Lender may reasonably deem necessary to protect Lender's interest in the Collateral and this Agreement. Any Security Deposit shall be held by and applied by Lender at its discretion to cure any Event of Default hereunder. Upon the satisfaction in full of all of the Indebtedness, Lender shall return any unapplied portion of the Security Deposit without interest. A facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

12. CHOICE OF LAW. This Agreement shall be binding and effective when accepted by Lender, shall be deemed to have been made in Pennsylvania and, except for local filing requirements, shall be governed by and construed in accordance with the laws (except for the laws relating to conflict of law) of the Commonwealth of Pennsylvania. Borrower hereby consents to and agrees that personal jurisdiction over Borrower and subject matter jurisdiction over the Collateral shall be with the courts of the Commonwealth of Pennsylvania or the Eastern Federal District Court for the Eastern District of Pennsylvania. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT.

13. INDEMNITY. Borrower agrees to indemnify and hold harmless Lender, and its agents, employees and assigns from and against any liability, damage or loss of any nature (including attorneys' fees) arising out of, or resulting from this Agreement and claims of any nature arising out of the selection, purchase, delivery, acceptance, rejection, use, operation, ownership, return or disposition of the Collateral, or Data Erasure.

14. WAIVERS. Borrower hereby waives against Lender as a precondition for payment hereunder each of the following: any demand for payment, filing of claims with any court, and proceeding to enforce provisions of the Indebtedness or any guaranty thereof against any other party or collateral and all protests, presentment, notice or demand whatsoever. Borrower shall not be discharged from its obligations hereunder or with respect to the Indebtedness except by payment in full of all amounts due and to become due and the performance of all other obligations with respect thereto. Borrower hereby acknowledges and agrees that with respect to any products being financed with the proceeds of the Principal Amount hereof ("Products"): Borrower has selected the Products and the vendor thereof; LENDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND; LENDER IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY INJURY TO BORROWER OR ANY THIRD PARTY OR PROPERTY CAUSED BY THE PRODUCTS. Borrower shall continue to pay and perform its obligations hereunder notwithstanding any breach by the manufacturer or supplier of the Products.

15. ENTIRE AGREEMENT; NON-WAIVER; SEVERABILITY. This Agreement contains the entire agreement and understanding between Borrower and Lender or relating to the subject matter hereof. No agreements or understandings shall be binding on the parties hereto unless set forth in writing and signed by the parties. Time is of the essence in this Agreement. Any provision of this Agreement held unenforceable in any jurisdiction shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

BORROWER: SusQ-Cyber Charter School

BY: Edward A. Sawul Jr.

PRINT NAME: Edward A. Sawul Jr.

TITLE: BOARD MEMBER TREASURER

E-MAIL ADDRESS: esawul@outlook.com

TAX ID NUMBER: 23-2965846

LEAF CAPITAL FUNDING, LLC

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT A
TO
FINANCE AGREEMENT

Collateral Description

Location: 240 Market Street, Box 1A, Bloomsburg, PA 17815-1770

Refer to attached Dauphin Electric Invoice #265498

The Collateral includes, but is not limited to the foregoing.

Borrower: SusQ-Cyber Charter School

LEAF Capital Funding, LLC

BY: Edward A. Sowl Jr.

BY: _____

PRINT NAME: Edward A. Sowl Jr

PRINT NAME: _____

TITLE: TREASURER

TITLE: _____

DATE: 5/06/17

DATE: _____



**PAY PROCEEDS AND AUTHORIZATION
TO DISBURSE FUNDS**

The undersigned borrower ("**Borrower**") hereby authorizes **LEAF Capital Funding, LLC** ("**LEAF**") to pay all or a portion of the Principal Amount of the Finance Agreement dated April 27, 2017 by and between Borrower and LEAF (the "**Finance Agreement**") to the following entities in the amounts specified below:

<u>ENTITY</u>	<u>AMOUNT</u>
1. Dauphin Electric	\$11,614.75

BORROWER HEREBY CONFIRMS TO LEAF THAT BORROWER IS SOLELY RESPONSIBLE FOR THE SELECTION OF EACH OF THE ENTITIES LISTED ABOVE FROM WHOM BORROWER INTENDS TO ACQUIRE CERTAIN ASSETS, PRODUCTS AND/OR SERVICES AND THAT LEAF HAS NO RESPONSIBILITY FOR SUCH ASSETS, PRODUCTS AND/OR SERVICES. IF FOR ANY REASON SUCH ASSETS, PRODUCTS AND/OR SERVICES ARE NOT DELIVERED OR ARE NOT SATISFACTORY TO BORROWER, BORROWER SHALL ADDRESS SUCH ISSUES WITH THE APPLICABLE ENTITY AND ALL OF BORROWER'S OBLIGATIONS TO LEAF UNDER THE FINANCE AGREEMENT SHALL REMAIN ABSOLUTE, UNCONDITIONAL AND NOT SUBJECT TO REDUCTION, SETOFF OR ABATEMENT FOR ANY REASON.

UPON DISBURSEMENT OF ALL OR A PORTION OF THE ABOVE AMOUNTS, BORROWER IRREVOCABLY AUTHORIZES LEAF TO INSERT THE CORRECT PAYMENT DUE DATES IN THE ABOVE REFERENCED FINANCE AGREEMENT AND TO COMPLETE AND/OR AMEND ALL DOCUMENTS RELATED TO THE FINANCE AGREEMENT TO REFLECT THE CORRECT DUE DATES OF ALL PAYMENTS THEREUNDER.

BORROWER: SusQ-Cyber Charter School

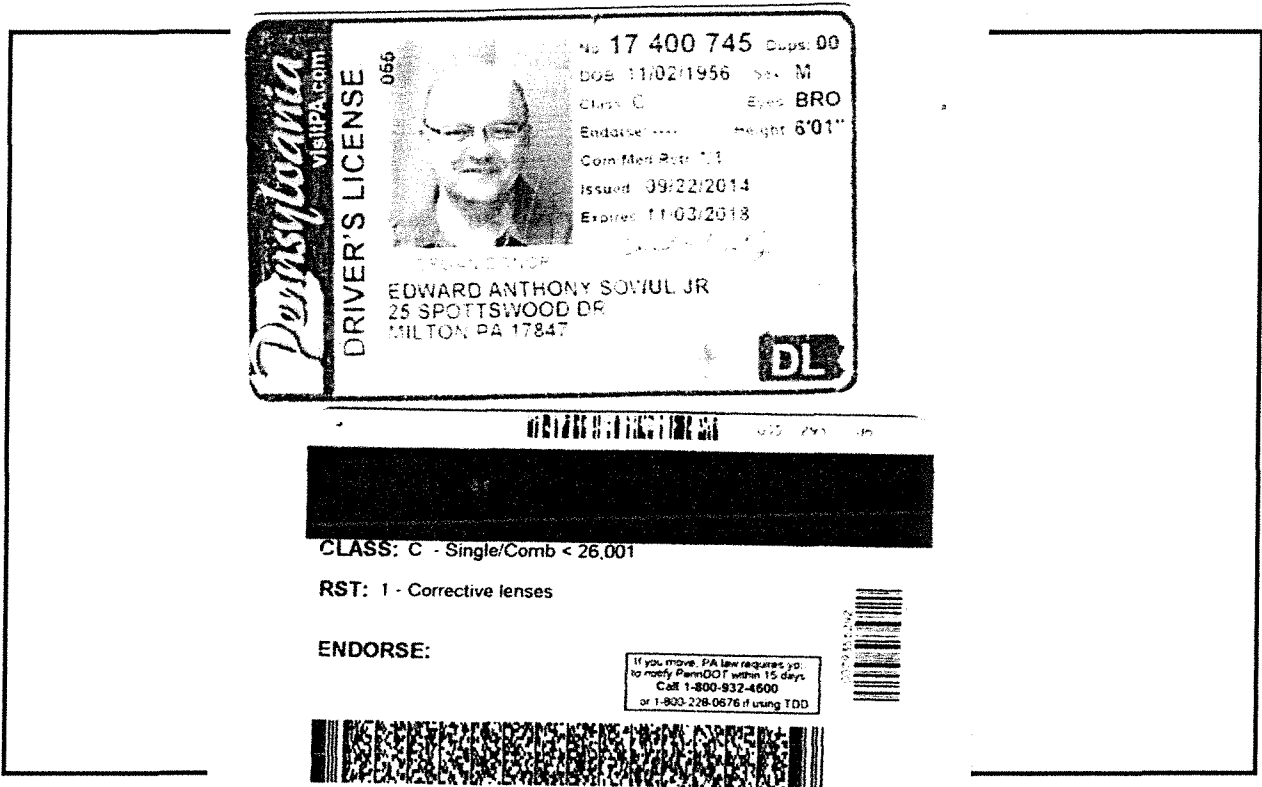
By: Edward A. Sowul Jr.

Print Name: EDWARD A. SOWUL JR.

Title: TREASURER

Photocopy of Driver's License for Signature Verification Purposes Only

Please include a copy of your valid driver's license including photo and signature (front & back may be required in certain states). If multiple driver's license copies are required, please make a duplicate of this page.



Photocopy clear & legible driver's license here

The undersigned hereby certifies, represents and warrants that the undersigned individual is the same individual whose name and signature appears on the above driver's license. The undersigned acknowledges that LEAF Capital Funding, LLC will rely upon this representation, along with other representations, in deciding to extend credit.

X Edward A. Sowul Jr.
Signature of Person submitting Driver's License

percent (3%) or the CPI Increase, provided that such CPI change is greater than zero. "CPI Increase" shall mean one hundred (100%) percent of the percentage increase in the Consumer Price Index between (a) the last published Consumer Price Index in effect in the Lease Year immediately prior to the Lease Year under which the CPI Increase is being applied ("Current Index") and (b) the last published Consumer Price Index in effect twelve (12) months prior to date of the Current Index. "Consumer Price Index" shall mean the revised Consumer Price Index for All Urban Consumers, All Items, Philadelphia Metropolitan Area, 1982-84=100, issued by the Bureau of Labor Statistics of the United States Department of Labor. If the Consumer Price Index is changed so that a base year other than 1982-84 is used, the Consumer Price Index used herein shall be converted in accordance with the conversion factor published by the Bureau of Labor Statistics. If the Consumer Price Index is discontinued during the term of this LEASE, with no successor or comparable Consumer Price Index, LESSOR shall have the right to select and substitute another comparable index.

A. Security Deposit: LESSEE currently has as a deposit with LESSOR a sum of \$3,983 to be held without interest as security for the full and faithful performance by LESSEE of LESSEE's obligations under this Lease and for the payment of damages to the LEASED PREMISES. Except for such sum as shall be lawfully applied by LESSOR to satisfy valid claims against LESSEE arising from defaults under this LEASE or by reason of damages to the LEASED PREMISES, the security deposit shall be returned to LESSEE within sixty days of the expiration of the term of this LEASE or any renewal or extension thereof. It is understood that no part of any security deposit is to be considered as the last rental due under the terms of the LEASE.

4. Additional Services: If LESSOR or its agents shall provide services to LESSEE in addition to those required under this LEASE, LESSEE shall pay LESSOR for such services within thirty days of invoice. Such additional services shall include but not be limited to telephone, fax, and photocopier usage. In such event, LESSEE shall execute with LESSOR one or more Services Agreements with respect to such services, for which separate and additional fees shall be paid by LESSEE to LESSOR.

5. Late Payment for Rent or Services: LESSEE agrees to pay to LESSOR a late payment fee each month as authorized by State law or in the amount of the greater of 5% of the outstanding amount owed or \$50.00 for any monthly installment of rent which is not received by LESSOR by the due date or for any other charge for additional services not paid for within thirty (30) days of invoice.

6. Use: The LEASED PREMISES shall be used for office, instructional technology design for distance learning applications and eLearning services only. The LEASED PREMISES shall not be used for any illegal purpose or in any manner to (i) create any nuisance, (ii) cause an excessive use of utilities or other services provided to the LEASED PREMISES; (iii) vitiate the insurance or increase the rate of insurance on the LEASED PREMISES, or (iv) threaten or vitiate the tax-exempt status of LESSOR. LESSEE shall, at LESSEE's sole expense, promptly comply with any and all municipal, county, state and federal statutes, regulations or requirements applicable or in any way relating to the use and occupancy of the LEASED

PREMISES.

7. Environmental Provisions: LESSEE'S COVENANTS:

A. During the term of this LEASE, LESSEE shall conduct its business on and occupy the LEASED PREMISES in strict compliance with all federal, state, and local statutes, ordinances, regulations, rules, standards, and requirements of the common law, whether now in force or as amended or enacted in the future, concerning or relating to industrial hygiene and the protection of health and the environment (collectively the "Environmental Laws"). Except as provided below, LESSEE shall, at its own expense, obtain, maintain and comply with all terms and conditions in any and all permits, licenses, registrations, authorizations, and other governmental and regulatory approvals required for LESSEE's use and occupancy of the LEASED PREMISES.

B. LESSEE shall immediately notify LESSOR, in writing, upon discovering any condition on the LEASED PREMISES which might require LESSEE to notify any governmental or regulatory agency or which might give rise to liability, the imposition of a statutory lien or require Response, Removal or Remedial Action under any of the Environmental Laws. In addition, LESSEE shall immediately notify LESSOR, in writing, of LESSEE's receipt, knowledge or discovery of: (i) the presence of any Hazardous Substance on, about, beneath or arising from any portion of the LEASED PREMISES in violation of any of the Environmental Laws; (ii) any enforcement, Response, Removal, Remedial Action or other governmental or regulatory actions instituted or threatened against LESSEE or the LEASED PREMISES pursuant to any of the Environmental Laws; (iii) any claim made or threatened by any person against LESSEE or the LEASED PREMISES relating to any form of damage, loss or injury resulting from or claimed to result from any Hazardous Substance or any violation of the Environmental Laws; and (iv) any communication received from any governmental or regulatory agency arising out of or in connection with Hazardous Substances on, about, beneath, arising from or generated at the LEASED PREMISES including, without limitation, any notice of violation, citation, complaint, order, directive, request for information, notice letter or compliance schedule. LESSEE shall supply to LESSOR as promptly as possible and in any event within five (5) business days after LESSEE receives or sends the same, copies of all reports required to be filed under any of the Environmental Laws, responses to any requests for information, and any claim, complaint, notice of violation, citation, order, directive, compliance schedule, notice letter or other communication relating in any way to the LEASED PREMISES, LESSEE's use thereof of Hazardous Substances on, about, beneath, arising from or generated at the LEASED PREMISES. LESSEE shall also promptly deliver to LESSOR copies of any hazardous wastes manifests listing the LEASED PREMISES as the facility and the LESSEE as generator and reflecting legal and proper disposal of all Hazardous Substances removed from the LEASED PREMISES.

C. Except in case of emergency or as otherwise required by the Environmental Laws, LESSEE shall not take any Response, Removal, or Remedial Action or notify any governmental or regulatory agency in response to the presence of Hazardous Substances on, about, beneath or arising from the LEASED PREMISES, or enter into any settlement agreement, consent decree, administrative consent order or other compromise with

respect to any claim relating to any Hazardous Substances in any way connected with LEASED PREMISES without first notifying LESSOR of LESSEE's intention to do so and affording LESSOR an ample opportunity to appear, intervene, or appropriately assert and protect LESSOR's interests with respect thereto.

8. Economic Development Administration (EDA) Special Award Conditions: The Lessor and Lessee hereby acknowledge that the Leased Premises are subject to the terms and conditions of the Economic Development Administration (EDA) Special Award Conditions (Award No. 01-01-08013), wherein the use of the leased space with the Leased Premises is restricted to new and expanding businesses, emphasizing technology and/or consistent with the goals of the Comprehensive Economic Development Strategy (CEDS) of the SEDA-COG Economic Development District. The Lessor agrees that this Agreement of Lease is consistent with the authorized general and specific purposes of the Award, that this Agreement of Lease is consistent with EDA's policies concerning, but not limited to, non-relocation (as defined in EDA's regulations found at 13 CFR 316.3), non-discrimination and adequate consideration, in that the Lessee is providing market value compensation to the Lessor for this Lease. Moreover, the Leased Premises must be used for no purpose other than the general and specific purpose of the Award. Finally, the Agreement of Lease shall be subordinate, junior and inferior to the priority of the lien of the Award provided to EDA.

9. Insurance and Indemnification:

A. LESSEE agrees to secure from good and reputable company or companies authorized to do insurance business in Pennsylvania and reasonably acceptable to LESSOR, the following insurance coverage:

Workers' Compensation Insurance: Meeting all applicable statutory requirements and covering employees performing their duties.

Employers Liability Insurance \$1,000,000 bodily injury by accident, each accident
\$1,000,000 bodily injury by disease, policy limit
\$1,000,000 bodily injury by disease, each employee

Commercial General Liability Insurance \$1,000,000 per occurrence and annual aggregate for bodily injury (including death) and for property damage, including premises operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees as additional insureds, broad form property damage (including loss of use) liability, and explosion, collapse, and underground hazards.

Automobile Liability Covering owned, non-owned, and hired vehicles, with limits of at least \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability

Excess Insurance With limits of \$2,000,000 in excess of the CGL, automobile, and employers' liability insurance required above.

B. LESSOR shall be named as additional insureds on all policies. LESSEE's policies required by this Lease Agreement shall be primary for any occurrence covered thereby, and LESSOR shall always be primary payees for an occurrence covered by LESSEE's policies even if LESSEE's policies have "other insurance" clauses. Nothing in LESSOR's or LESSEE's policies shall be construed to require LESSOR's policies to contribute with or be subject to the terms, conditions or limits of the LESSEE's policies. The policies may not be cancelled (including non-renewal) or materially altered except after thirty (30) days written notice by the insurance company to LESSOR. LESSEE shall deliver to LESSOR certificates of insurance at least ten (10) days prior to the commencement of this LEASE, and annually thereafter to LESSOR at its address as provided in this LEASE. LESSEE shall and hereby does waive any right of subrogation which it or any of its insurers may have against LESSOR, and their respective agents or their employees.

C. LESSEE shall indemnify, defend and hold harmless LESSOR, and their respective employees, officers, directors and agents from and against any and all liability, damages, losses, penalties, claims, suits, demands and costs, including legal expenses and attorney fees, on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person including without limitation the employees and agents of LESSOR or LESSEE, and from and against any and all damages to property, including without limitation loss of use, cost of replacement, clean-up costs and diminution in value, sustained by any person including LESSOR, caused by, arising out of, or in any way connected with: (a) any act or omission of LESSEE, its employees, contractors or agents in connection with LESSEE's occupancy or use of the LEASED PREMISES; (b) the breach of or failure to perform any provisions of this LEASE by LESSEE, its employees, contractors or agents, or (c) the concurrent negligence of LESSEE, its agents, contractors and employees and LESSOR and/or its agents and employees, in connection with the performance of this LEASE. LESSEE shall at its own cost and expense defend any such claim, suit, action, or proceeding whether groundless or not, which may be commenced against LESSOR and LESSEE shall pay any and all judgments which may be recovered in any such action, claim, proceeding or suit and defray any and all expenses, including costs and attorneys fees, which may be incurred in or by reason of such actions, claims, proceedings or suits. Nothing contained herein shall be construed to impose upon LESSEE the obligation to indemnify LESSOR where the respective liability of LESSOR or the claim or judgment against either of them arises from the sole negligence of LESSOR, or their respective agents or employees. LESSEE'S obligations under this paragraph shall survive the expiration or earlier termination of this LEASE.

D. Increase of Premiums. LESSEE will not do anything or fail to do anything (or permit anything to be done or not done) which will cause the cost of LESSOR's insurance on the LEASE AREA to increase or which will prevent LESSOR from procuring policies (including but not limited to public liability) from companies and in a form satisfactory to LESSOR. If any breach of this Paragraph by LESSEE shall cause the rate of property, liability or other insurance to be increased, LESSEE shall pay the amount of such increase applicable to the LEASE AREA as additional rent promptly upon being billed therefor.

10. Improvements/Alterations:

A. LESSEE accepts the LEASED PREMISES in their present condition as suited for LESSEE's intended purpose. LESSEE shall not make any alterations, additions or improvements to the LEASED PREMISES except after having secured the written consent of LESSOR. If any alteration or improvements are made by LESSEE, the LEASED PREMISES shall be returned by LESSEE at the termination of the LEASE term to its condition at the commencement of the LEASE term unless prior written permission has been obtained from LESSOR to leave such alterations in place.

B. LESSEE acknowledges and agrees that LESSOR shall have no responsibility to specify or install any engineering or environmental controls or items required for good, safe and lawful industrial hygiene practice given LESSEE's use of the LEASED PREMISES, such responsibility being solely that of LESSEE. LESSOR's consent to any such alteration, addition or improvement shall in no event be deemed or construed to constitute LESSOR's approval of the appropriateness or adequacy of such engineering/environmental controls or industrial hygiene measures undertaken by LESSOR and/or LESSEE, including without limitation roof venting.

11. Utilities: LESSOR shall furnish or pay for all customary and reasonable utility services, including heat, air conditioning, hot water, electricity, gas, water and sewer services, trash removal and janitorial service of the common areas. A utility fee may be charged to LESSEE by LESSOR for any month in which LESSEE's utility use is significantly higher than historical use as determined through LESSOR's meter monitoring of the LEASE AREA.

12. Real Estate Taxes: Any and all real estate taxes assessed against the LEASED PREMISES shall be paid by LESSOR.

13. Maintenance and Repairs: LESSEE has inspected the LEASED PREMISES, accepts the same "as is," and agrees that the LEASED PREMISES are in good and satisfactory condition for LESSEE's intended use. LESSOR and LESSEE shall be responsible for monitoring the need for all maintenance and repair for the LEASED PREMISES and shall immediately notify LESSOR in writing of any items listed in subparagraph A below which LESSEE believes requires maintenance or repair.

A. LESSOR shall maintain the LEASED PREMISES in a condition fit for their intended use and shall make all necessary repairs, except those occasioned by LESSEE's negligence or that of its agents, employees, invitees or contractors. Any maintenance or repairs occasioned by LESSEE's negligence or that of its agents, employees, invitees or contractors, shall be made by LESSOR at LESSEE's sole expense. In accordance with the LEASE, LESSOR has agreed to repair and maintain the LEASED PREMISES (only upon receipt of written notice from LESSEE of any such required maintenance or repairs), except to the extent caused by the negligence of LESSEE or its respective agents, employees, invitees or contractors so that the LEASED PREMISES will have:

1. Effective waterproofing and weather protection of roof and exterior walls, including unbroken and properly functioning windows and doors.
2. Plumbing facilities that conform to applicable law, maintained in good working order.
3. A water supply approved under applicable law capable of producing hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system under applicable law.
4. Heating and air conditioning facilities which conform to applicable law, maintained in good working order.
5. Electrical facilities, with wiring and electrical equipment which conform to applicable law, maintained in good working order.
6. Exterior Building and grounds maintained to a reasonable and customary standard, clean, sanitary and free from accumulations of debris, rubbish and garbage not caused by LESSEE.
7. Floors, stairways, and railing maintained in serviceable repair.
8. Parking area, sidewalks and approaches to the building kept clear, free and clear of snow and ice, and in a safe and passable condition. Premise parking is on an "as available" basis.

LESSOR does not warrant that Building Services shall be free from any temporary slowdown, interruption or stoppage caused by the maintenance, repair, replacement, or improvement of any of the equipment involved in the furnishing of any such services, or caused by strikes, lockouts, fuel shortages, accidents, acts of God or the elements or any other cause beyond the control of LESSOR. LESSOR agrees to use its commercially reasonable efforts to resume the service upon any such slowdown, interruption or stoppage as soon as reasonably possible.

LESSOR shall be in no event have any obligation to maintain or repair any engineering or environmental controls or items required for good, safe and lawful industrial hygiene practice which have been or may be installed by LESSEE or at LESSEE's bequest in the LEASED PREMISES, and LESSEE shall be solely responsible therefor. LESSEE shall be responsible for adequate safety facilities as are required by applicable laws.

B. LESSEE shall:

1. Keep the LEASED PREMISES clean and sanitary and in as good order as they are now, reasonable wear and tear and damage by accidental fire or other casualty not occurring through the negligence of LESSEE, its agents, employees or contractors, excepted.

2. Properly use and operate all electrical, gas, and plumbing fixtures, and keep them as clean and sanitary as their condition permits.

3. Not permit any person on the LEASED PREMISES to willfully or wantonly destroy, deface, damage, impair, or remove any part of the LEASED PREMISES or the facilities, equipment, or appurtenances thereto. If LESSEE or any of its agents, employees, invitees or contractors shall cause any damage to the LEASED PREMISES, the damage shall be repaired by LESSOR, and LESSEE shall reimburse LESSOR for the cost of the repairs.

4. Use every reasonable precaution against fire.

5. Give to LESSOR prompt written notice of any accident, fire, or damage occurring on or to the LEASED PREMISES.

6. Pay for repair of any damage to the LEASED PREMISES caused by the negligence of LESSEE, its agents, employees, invitees or contractors. Any such damage shall be repaired by LESSOR, and LESSEE shall reimburse LESSOR for the cost of the repairs.

7. Repair and maintain in good working condition all engineering or environmental controls and items installed or utilized for good, safe and lawful industrial hygiene practice.

8. Repair and maintain the LEASED PREMISES in every part clean, sanitary and free from all accumulations of debris, rubbish and garbage, provided however that LESSEE shall not have any obligation to make structural or capital repairs to the extent necessitated by ordinary wear and tear.

14. Compliance with Laws: LESSEE at its sole expense shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state or Federal law or local ordinance or regulation applicable to LESSEE or LESSEE's agents, employees, invitees or contractors or their use of the LEASED PREMISES.

15. Fire and Casualty Damage:

A. Notice: If the LEASED PREMISES should be damaged or destroyed by fire, flood, or other casualty, LESSEE shall give immediate written notice thereof to LESSOR.

B. Total Destruction: If the LEASED PREMISES should be totally destroyed by fire, flood, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by LESSEE to LESSOR of the occurrence of the damage, this LEASE shall, at the option of LESSEE, terminate and rent shall be abated for the unexpired portion of this LEASE, effective

as of the date of said casualty.

C. Partial Damage: If the LEASED PREMISES should be damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by LESSEE to LESSOR of the occurrence of the damage, this LEASE shall not terminate, but LESSOR shall, proceed forthwith to rebuild or repair the LEASED PREMISES to substantially the condition in which they existed prior to such damage. If the LEASED PREMISES are untenable in whole or in part, following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. If such rebuilding and repairs cannot be completed by LESSOR within ninety (90) days as aforesaid, LESSEE shall have the right to terminate this LEASE giving LESSOR written notice of such termination within ten (10) days following LESSOR's notice to LESSEE that such rebuilding and repairs cannot be completed within said ninety (90) days, and rent shall be abated for the unexpired portion of the term, effective as of the date of said casualty.

16. Condemnation: In the event that the LEASED PREMISES or any part thereof is taken or condemned for a public or quasi-public use, this LEASE shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event LESSEE waives all claims against LESSOR by reason of the complete or partial taking of the LEASED PREMISES, and it is agreed that LESSEE shall not be entitled to any notice whatsoever of the partial or complete termination of this LEASE by reason of the aforesaid. In the event that the condemnation shall be of such substantial nature as to prevent LESSEE from using the LEASED PREMISES for the purposes intended by this LEASE, LESSEE shall have the right to terminate this LEASE by thirty (30) days' written notice to LESSOR.

17. Surrender of Possession: LESSEE shall peaceably deliver up and surrender possession of the LEASED PREMISES to LESSOR at the termination of this LEASE in the same condition as the LEASED PREMISES existed at the inception of this LEASE, ordinary wear and tear excepted. In addition, LESSEE will deliver all keys and coded security identification cards to the premises to LESSOR at its office upon termination of this LEASE.

18. Inspection by LESSOR: LESSOR or its agents shall have the right to enter the LEASED PREMISES at all reasonable hours and upon reasonable notice to make repairs and inspections as may deem necessary or proper. The LESSOR, or its agents, shall be entitled, upon reasonable notice, to exhibit the STANDARD LEASE AREA for the bona fide purpose of subrenting the same, or the LESSOR'S interest under this LEASE. In addition, LESSOR shall have the right to enter the LEASED PREMISES in emergency situations and take whatever action LESSOR may deem necessary or proper to protect the building and the rights of other occupants thereof.

19. Assignment and Subletting: No part of the LEASED PREMISES shall be further sublet, nor shall this LEASE be assigned by LESSEE during the term hereof.

20. Rules and Regulations: At any time or times, LESSOR shall have the right to make such rules and regulations as in LESSOR's judgment may be necessary for the safety, care and cleanliness of the building containing the LEASED PREMISES and for the preservation of good order therein. Such rules and regulations are incorporated herein as "Exhibit B" and form a part of this LEASE.

21. Defaults by LESSEE: Any one or more of the following shall constitute a default by the LESSEE hereunder:

A. Does not pay in full when due and payable any and all rent and other charges herein agreed to be paid by LESSEE; or

B. Violates or fails to perform or otherwise breaches in a material fashion any covenant or provision hereof or of the LEASE and such violation or failure continues for a period of ten (10) days following written notice thereof from LESSOR to LESSEE (or such longer period as may be specifically permitted by LESSOR in writing); or

C. Abandons the LEASED PREMISES.

22. Remedies of LESSOR: In the event of default by the LESSEE, as provided herein and in any such event of default, at the sole discretion of LESSOR:

A. Acceleration of Rent: The whole balance of rent and all reasonable costs shall be taken to be due and payable and in arrears as if by the terms and provisions of the LEASE said balance of rent were on that date payable in advance; or

B. Termination: This LEASE and the term hereby created, shall at the sole option of LESSOR, terminate and become void without any right on the part of LESSEE to save the forfeiture by payment of any sum due or by performance of any provision of this LEASE; or

C. Entry and Possession: The LESSOR may enter the LEASED PREMISES for such purpose as may be permitted by law; and

D. Lease: LESSOR may lease the LEASED PREMISES, or any part and parts thereof, to such persons as may in LESSOR's reasonable judgment seem best, and LESSEE shall be liable for any loss of rent for the balance of the then-current term; and

E. Remedies Cumulative: All of the remedies hereinbefore given to LESSOR and all rights and remedies given to it by law and equity shall be at LESSOR'S option cumulative and concurrent. No termination of this LEASE or the taking or recovering of the LEASED PREMISES shall deprive LESSOR or any of its remedies of actions against LESSEE for rent due at the time. Any forbearance or failure of LESSOR to exercise any of its remedies on any occasion shall not be deemed a waiver of any of LESSOR's rights on any subsequent occasion.

23. Successors: Except as herein otherwise provided, all rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and be binding upon the several heirs, legal representatives, successors and assigns of the said parties.

24. Severability: If any term, condition, clause, or provision of the LEASE shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause, or provision shall be stricken from this LEASE, and in all other respects the LEASE shall be valid and continue in full force, effect, and operation.

25. Entire Understanding: This LEASE incorporate the entire understanding of the parties hereto with regard to the subject matter hereof. Any discharge, modification, or waiver of any of the terms or provisions of this LEASE shall not be valid unless made hereafter in writing signed by the parties.

26. Recording: LESSEE shall not record this LEASE without the written consent of the LESSOR.

27. Notice: Whenever it is provided herein that notice, demand, request, or other communication shall be given, such notice, demand, request, or other communication shall be given in writing and shall be served by mailing such notice to LESSEE at the LEASED PREMISES with a copy sent registered mail, return receipt requested, and to LESSOR, in the same fashion, to: Ben Franklin Technology Partners, 116 Research Drive, Bethlehem, Pennsylvania, 18015.

28. Consequential Damages: LESSOR and LESSEE expressly agree that neither party shall be liable to the other for any indirect, special, incidental, punitive, or consequential damages of any kind or nature whatsoever. Any damages to which LESSOR may be entitled pursuant to the provisions of Section 9 hereof shall be deemed to be actual damages for purposes of this Lease.

29. No LESSOR Obligation: Notwithstanding anything to the contrary contained herein, the obligations of LESSEE to notify LESSOR or to provide copies or other submissions to LESSOR are for informational purposes only and shall in no event be deemed or construed to impose upon the LESSOR any obligation whatsoever with respect to the notification or the information provided.

30. Force Majeure: In the event that either party is unable, wholly or in part, to carry out its obligations under this LEASE, by reason of acts of God or public enemy, wars, blockades, insurrections, civil disturbances, epidemics, landslides, lightning, earthquakes, fires, storms, floods and washouts, and any other causes, whether of the kind enumerated herein or otherwise, not within the control of the party unable to perform, then the obligations of this LEASE shall be suspended during the reasonable continuance of any inability so caused.

31. Unenforceability: If any provision of this LEASE is held to be ineffective,

unenforceable or illegal for any reason, such decision shall not, to the extent possible, affect the validity or enforceability of any or all of the remaining provisions hereof.

32. Captions: Any heading preceding the text of the Sections of this Lease are inserted solely for convenience of reference and shall not constitute a part of this Lease or affect its meaning, construction or effect.

33. Corporate Authority: Each individual executing this Lease on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this lease on behalf of Lessee.

34. Mechanic's Liens: Prior to LESSEE performing any construction or other work in or about the Leased Premises for which a lien could be filed against the Leased Premises or the Building, LESSEE shall have its contractor execute a Waiver of Mechanic's Lien satisfactory to LESSOR , and provide LESSOR a copy thereof.

35. Quiet Enjoyment: LESSOR covenants and agrees with LESSEE that upon LESSEE paying the Rent and observing and performing all the terms, covenants and conditions, on LESSEE's part to be observed and performed under this Lease, LESSEE may peaceably and quietly enjoy the Leased Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease, and subject to the mortgages hereinafter mentioned.

36. Brokerage: Except as otherwise disclosed in writing to the LESSOR, LESSEE warrants to LESSOR that LESSEE dealt and negotiated solely and only with the LESSOR for this Lease and with no other broker, firm, company or person.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have caused this Agreement to be executed as of the date first above written, each by its duly authorized agent.

Witness:

Terri Lazer

LESSEE:

Patricia A. Lefflow

SusQ-Cyber Charter School

By: PATRICIA A. LEFFLOW
Title: C.E.O.

Witness:

LESSOR:

BEN FRANKLIN TECHNOLOGY PARTNERS
OF NORTHEASTERN PENNSYLVANIA

By: _____
Title: Chief Financial Officer

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

Suites 11, 12, 13 and 16

consisting of 2,938 square feet

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have caused this Agreement to be executed as of the date first above written, each by its duly authorized agent.

Witness:

Terri Lazer

LESSEE:

Patricia A. Lepore

SusQ-Cyber Charter School

By: Patricia A. Lepore
Title: C.E.O.

Witness:

[Signature]

LESSOR:

BEN FRANKLIN TECHNOLOGY PARTNERS
OF NORTHEASTERN PENNSYLVANIA

By: Kathy C. Minnick, CFO
Title: Chief Financial Officer

Addendum C

Student Services Table

Disability	Year 1		Year 2		Year 3		Year 4		Year 5	
	#	Services	#	Services	#	Services	#	Services	#	Services
Autism	1		1		2		0		0	
Deafness	0		0		0		0		0	
Emotional Disturbance	8	Social worker Paraprofessional	6	Social worker Paraprofessional	4	Paraprofessional	3		1	
Hearing Impairment	0		0		0		0		0	
Intellectual Disability	0		0		1	One-on-one Adapted Curriculum	1	One-on-one Adapted Curriculum	1	One-on-one Adapted Curriculum
Multiple Disabilities	0		0		0		0		0	
Orthopedic Impairment	0		0		0		0		0	
Other Health Impairment	4	Social worker Paraprofessional Adapted Curriculum	3	Social worker Paraprofessional	2	Paraprofessional	5	Paraprofessional	8	
Specific Learning Disability	23	Social worker Paraprofessional	29	Social worker Paraprofessional	23	Paraprofessional	22	Paraprofessional	25	
Speech or Language Impairment	0		0		0		0		0	
Traumatic Brain Injury	0		0		0		0		0	
Visual Impairment (incl. blindness)	0		0		0		0		0	

Commonwealth of Pennsylvania



Professional Certificate

This certificate entitles

STEPHEN TREVINO

to practice the "art of teaching" and render professional service in the endorsement areas hereon in the schools of the Commonwealth of Pennsylvania

Type Code	Credential Name	Years Valid	Effective Date	Expiration Date	Subject Area Code	Area of Certification
61	Instructional I	6	02/01/2019		3230	English 7-12
61	Instructional I	6	02/01/2019		9227	Special Education 7-12



Authorized by the Secretary of Education

This is not an official record. Prior to the hiring of the bearer of this certificate, all prospective employers should verify the validity of the certificate presented for employment. The validity and active status of the bearer's Pennsylvania certification(s) may only be officially verified by accessing the Teacher Information Management System (TIMS) at <<http://www.teachercertification.pa.gov>>.

Additional information appears on the following page.

Commonwealth of Pennsylvania



Professional Certificate

This certificate entitles

RACHEL V HASAY

*to practice the "art of teaching" and render professional service in the endorsement areas hereon in the schools of
the Commonwealth of Pennsylvania*

MISERICORDIA UNIVERSITY

Type Code	Credential Name	Years Valid	Effective Date	Expiration Date	Subject Area Code	Area of Certification
61	Instructional I	6	08/01/2013		2810	Elementary K-6
61	Instructional I	6	08/01/2013		3230	English 7-12
61	Instructional I	6	08/01/2013		9225	Special Education N-12

Authorized by the Secretary of Education

This is not an official record. Prior to the hiring of the bearer of this certificate, all prospective employers should verify the validity of the certificate presented for employment. The validity and active status of the bearer's Pennsylvania certification(s) may only be officially verified by accessing the Teacher Information Management System (TIMS) at <<http://www.teachercertification.pa.gov>>.

Additional information appears on the following page.



Presents...

Creating A Vision for A Good Life

The LifeCourse Framework and Tools were created by families to help individuals and families of all abilities and ages to:

- Develop a vision for a Good Life;
- Think about what they need to know and do;
- Identify how to find or develop supports;
- And discover how to have an “Everyday Life” in their community.

Join us to learn about PA’s Community of Practice for Supporting Families and how to use the LifeCourse Tools in your life.

Monday, February 25* 2019 12:30 pm - 2:30 pm (Show date February 26th)

CMPMH/DS

428 South 7th Street Suite #2

Lehigh, PA 18235

Please RSVP by email to ktrautman@cmpmhds.org or by calling 570-420-1900 Extension 3462.

* Please submit all requests for needed accommodations and/or alternate formats at the time of registration at least 3 weeks prior to the scheduled session.



Vision for Equality
Serving People with Disabilities and Their Families

Supported by the PA Office of Developmental Programs



Pre-Conference Workshops

Conference on INTEGRATED LEARNING: THE SCHOOL-TO-CAREER CONNECTION

**The Penn Stater Conference Center Hotel
Wednesday, November 14, 2018**

The Pennsylvania Department of Education will conduct the following pre-conference workshops. In order to participate in one of these workshops, you **MUST** be registered for the conference. Act 48 professional development hours will be provided. Each workshop is limited to 50 participants. There is no additional charge.

THE END OF COLLEGE REMEDIATION: LINKING SECONDARY MATH TO POSTSECONDARY EXPECTATIONS

East Lycoming School District, Lycoming Career and Technology Center, Pennsylvania College of Technology and the Pennsylvania Department of Education joined forces to embark on a journey of collaboration to increase access to higher education without the need to take college remediation math courses. The journey occurred in three phases for career and technology center (CTC) students. Historical data was collected and analyzed. Then, this data was used to plan and provide a new math course for junior CTC students. Finally, this collaboration will allow CTC students to complete six credits of math through the Penn College NOW program. Join us to learn more about this journey.

PRESENTERS: East Lycoming School District, Michael Pawlik, Superintendent, Angela Swartzchick and Melanie Steele, Math Instructors; Lycoming Career and Technology Center, Eric Butler, Executive Director; and Penn College of Technology, LeeAnn Henry and Barbara DiMarco, Faculty

READY, SET, TECH!

Technology plays a vital role in today's classroom and when used correctly, it makes learning more engaging and planning more efficient. This hands-on and practical session will help you learn about current collaboration and experience online learning tools. Focus on unique perspectives and trends in education by learning how to implement progressive classroom techniques using technology to personalize learning. Bring your electronic device and leave ready to implement new strategies with your students.

PRESENTER: Kelly Wetherhold, Media/Communications and English Instructor, Salisbury Township School District

DYNAMIC STRATEGIES FOR ENROLLMENT, RETENTION AND PERFORMANCE RESULTS

In this session, you'll meet the Why Generation (encompassing Generations Y and Z) and find out the critical "why?" behind every decision they make. Get equipped to reach them with the compelling message that CTE delivers the single most important competitive advantage in today's workforce. These strategies will help you connect with students at all stages of their educational journey to keep them engaged and enthusiastic about their studies. Through an innovative planning culture model, you'll go deeper into the methods that will make Education with Purpose a living reality for your students. Enrollment, retention, and performance strategies will be examined. By connecting the dots between education and relevance, the Career Tree empowers students to discover why education matters, set goals, discover their passion, and ultimately achieve at a higher level. Get ready to engage Generations Y and Z like never before – and make a bigger difference today!

PRESENTER: Mark Perna, Generational Expert and CEO

Return this form by **November 2, 2018** to: 2018 Integrated Learning Conference, Penn State Greater Allegheny,
4000 University Drive, 101 Ostermayer Lab, McKeesport, PA 15132-7698
(412) 675-9065 • Fax (412) 675-9067 • lvb6@psu.edu

You must be registered for the conference in order to attend a pre-conference workshop.

Register me for the following pre-conference workshop at no charge (check one):

- Workshop 1** – The End of College Remediation: Linking Secondary Math to Postsecondary Expectations
- Workshop 2** – Ready, Set, Tech!
- Workshop 3** – Dynamic Strategies for Enrollment, Retention and Performance Results

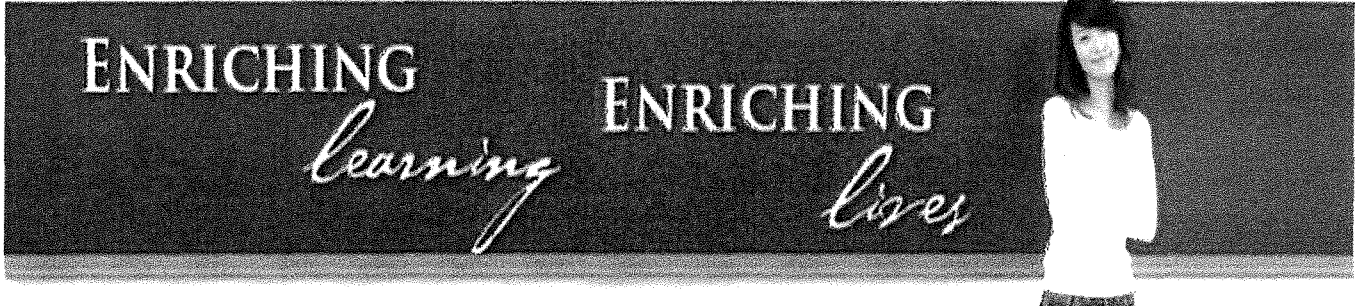
NAME _____ TITLE _____

INSTITUTION _____

WORK PHONE _____ EMAIL _____

CSIU Registration System

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You are not logged in.

Before you can reserve a spot, you must register.

If you are a returning user please [Login](#)

New users please [Register](#)

Indicator 13 Transition Training

Description:

Description

Participants will learn how to write transition based IEPs. They will also learn about other components of transition for special needs students, such as various agencies who may be able assist our students during this time. Participants will learn how to correctly write a transition based IEP. Will be able to hold transition clinics for their students when needed. Will learn about various agencies who could help their students.

Date/Time/Location

October 17, 2018

8:30am - 3:00pm

Central Susquehanna Intermediate Unit

Target Audience

Special Ed Teachers

What should I bring?

computer

Refreshments/Lunch

N/A

Cancellation Policy

All cancellations must be received in writing by e-mail to Pamela Inch (pinch@csiu.org), least 4 days prior to the start of the event.

Notification of event cancellation will be made by email to all registrants. It is the responsibility of the registrant to make sure their information with the CSIU is up-to-date.

Cost: 50.00

Contact Information:

If you need to cancel your registration for this event, please contact Pamela Inch at pinch@csiu.org

Address:

CSIU - Special Ed Room
90 Lawton Lane
Milton, PA
17847

[Map and Directions](#)

Date: 10/17/2018

Start Time: 8:30 am

End Time: 3:00 pm

Quick Links

- [Login](#)
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- [PaTAN Registration](#)
- [PERMS](#)
- [TIMS](#)
- [REGISTRATION HELP](#)

Search

Calendar

August

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Upcoming Events

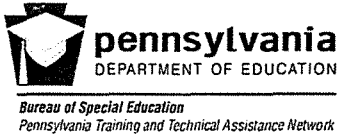
[EIPS: Safe Crisis Management Recertification - 09/07/2018](#)

[EIPS: CPR and First Aid Training - 09/07/2018](#)

[Scoring and Calibrating Using Open-Ended Responses in Math \(Algebra\) - 09/08/2018](#)

[Safety Across Settings: Preparation for emergencies for children and adults with special needs - 09/10/2018](#)

[SmartFutures Implementation and College & Career Readiness Updates - 09/10/2018](#)



Session Dates
 Wednesday December 13th, 2017 9:00AM – 3:00PM
 Thursday December 14th, 2017 9:00AM – 3:00PM

Preparing Transition Age Youth with Autism for Employment – Train the Trainer Sessions

The Pennsylvania Department of Education, Bureau of Special Education (BSE)/PaTTAN in collaboration with the Pennsylvania Office of Vocational Rehabilitation, The Arc of Philadelphia, and the SAP Corporation have developed a training program, "Preparing Transition Age Youth with Autism for Employment", to better prepare students with autism for employment.

A series of instructional modules, based on a specific pedagogical framework that utilizes the principles of Universal Design for Learning that evolved from the ongoing work of the project, have been developed. In an effort to assist educators in understanding and utilizing these instructional modules and curriculum, a train the trainer, two-day event has been designed to enable trainers to draw from and use over 40 hours of curriculum materials within their own school districts and communities. Content modules focus on Social Skills in the Workplace and Self-Advocacy & Disclosure.

Objectives

- Describe the value of meaningfully engaging youth with high functioning autism to improve post-secondary outcomes related to competitive integrated employment
- Explain the critical need for cross stakeholder collaboration
- Identify the functional skills, qualities and attributes necessary for competitive integrated employment

Audience

Agency Administrators; Career & Technology Educators; Direct Support Providers; Education Administrators; Guidance Counselors; Speech/Language Therapists; Office of Developmental Programs Staff; Special Educators; Transition Coordinators; Vocational Rehabilitation Staff

Individuals attending this event must arrive on time and stay the duration of the event in order to receive Act 48 Professional Education hours. Requests for exceptions are to be brought to the attention of the individual's Superintendent or IU Director prior to the event.

Commonwealth of Pennsylvania
 Tom Wolf, Governor

Location

Blast IU 17 - Williamsport

Event Type

Inservices/workshops

Credit Type

Act 48 (9 hours)

Registration Contact

800-446-5607

Content Contact

Michael Stoehr, mstoehr@pattan.net, 800-446-5607 x6864

Topics Covered

Secondary Transition

Presenters

PaTTAN Educational Consultant

Other Dates

- Tuesday October 17th, 2017 9:00AM – 3:00PM
- Wednesday October 18th, 2017 9:00AM – 3:00PM
- Tuesday October 24th, 2017 9:00AM – 3:00PM
- Wednesday October 25th, 2017 9:00AM – 3:00PM
- Thursday October 26th, 2017 9:00AM – 3:00PM
- Friday October 27th, 2017 9:00AM – 3:00PM
- Wednesday November 8th, 2017 9:00AM – 3:00PM
- Thursday November 9th, 2017 9:00AM – 3:00PM
- Thursday November 16th, 2017 9:00AM – 3:00PM
- Friday November 17th, 2017 9:00AM – 3:00PM
- Tuesday November 28th, 2017 9:00AM – 3:00PM
- Wednesday November 29th, 2017 9:00AM – 3:00PM
- Thursday November 30th, 2017 9:00AM – 3:00PM
- Friday December 1st, 2017 9:00AM – 3:00PM
- Tuesday December 5th, 2017 9:00AM – 3:00PM
- Wednesday December 6th, 2017 9:00AM – 3:00PM
- Thursday December 7th, 2017 9:00AM – 3:00PM
- Friday December 8th, 2017 9:00AM – 3:00PM



*j.deitrich@pa.gov
www.leaderservices.cnci.pa.us
state.pa.us*

April 25, 2014

Ms. Karin Shipman
CEO
Susq-Cyber CS
240 Market Street, Suite 15
Bloomsburg, Pa 17815

Dear Ms. Shipman:

Enclosed is the Report of Findings presenting results of the cyclical monitoring which was conducted by the Bureau of Special Education (BSE) in the Susq-Cyber CS the week of January 14, 2014.

The Executive Summary is arranged in two parts and includes an Appendix. PART I presents the Summary of Findings including an explanation of the review process and general findings. PART II describes the corrective action process. A description identifying findings of noncompliance, corrective action required, improvement planning needed, and results of interviews of staff and parents can be found in the Appendix. The charter school must complete corrective action within the calendar days as outlined in the Charter School Corrective Action Verification/Compliance and Improvement Plan developed with the BSE Adviser. Follow-up onsite reviews verifying the charter school's completion of corrective action will be conducted by the BSE. The BSE Adviser will contact the charter school to schedule the initial visit within 60 days of issuance of the monitoring report.

34 CFR 300.600 mandates the BSE to carry out monitoring activities and implementation of any necessary corrective action. Legal compliance is the basis on which high quality programs are built. It is policy of the Department of Education to promote and ensure compliance with special education statutes and regulations through an array of activities such as a coordinated program of plan review, compliance monitoring, technical assistance, and funding decisions. However, if the Department does not succeed in obtaining prompt compliance through activities such as monitoring, then more rigorous steps can be taken to make sure compliance is resolved. These include:

- Disapproval or rescinded approval of the local special education plan
- Deferral of the disbursement of state or federal funds pending resolution of the issue
- Reduction of the amount of funds (for example, by the amount of money it takes to provide an appropriate education to a particular child or children) if a charter school is unwilling to provide appropriate services

None of these steps are desirable and none should be necessary if each charter school is familiar with and attentive to the rules governing special education.

If you have any questions about this report, contact Ron Wells, the Chairperson of the compliance monitoring team.

Please convey my thanks to all staff who participated in the review. Their time and assistance is appreciated.

Sincerely,

Patricia Hozella

Patricia Hozella
Director

Attachments: Executive Summary
Appendix: Detailed Report of Findings, Including Corrective Actions Required

CC: Chairperson
Jill Deitrich
CS Monitoring File



Allegheny Intermediate Unit

Memorandum of Understanding
K-12 ESL Instructional Services

June 15, 2015

This document serves as an agreement between SusQ-Cyber Charter School and the K-12 ESL Department of the Allegheny Intermediate Unit for English as Second Language instructional services. If and when SusQ-Cyber Charter School should enroll a student who may qualify for ESL services, those services will be provided by the Allegheny Intermediate Unit K-12 ESL Department. These services will include identification and screening, daily instructional services, yearly assessment, and other supports, as appropriate.

At the time of this agreement, SusQ-Cyber Charter School does not have any ELLs currently enrolled. This document serves as documentation that there is a plan in place in the event of the enrollment of a student in need of ESL services.

Kelly A. Noyes
K-12 ESL Program Director, AIU

Patricia Leighow
CEO, SusQ-Cyber Charter School

09/22/15	Keller, Edward	Term Expires September 2016	CEO	Officers
	Sowul, Edward	Term Expires September 2017	Patricia Leighow	President-John Zerance
	Zerance, John	Term Expires September 2018		Vice-President-Edward Keller Sect./Treasurer-Edward Sowul Asst. Secretary-Terri Lazar
09/20/16	Keller, Edward	Term Expires September 2019	CEO	Officers
	Micheletti, Judy	Term Expires September 2019	Patricia Leighow	President-Edward Keller
	Sowul, Edward	Term Expires September 2017		Vice-President-John Zerance
	Zerance, John	Term Expires September 2018		Treasurer-Edward Sowul Board Secretary-Terri Lazar
09/19/17	Keller, Edward	Term Expires September 2019	CEO	Officers
	Horsfield, Vernon Roy	Term Expires September 2020	Patricia Leighow	President-Edward Keller
	Micheletti, Judy	Term Expires September 2019		Treasurer-Judy Micheletti
09/19/18	Keller, Edward	Term Expires September 2019	CEO	Officers
	Horsfield, Vernon Roy	Term Expires September 2020	Patricia Leighow	President-Edward Keller
	Micheletti, Judy	Term Expires September 2019		Vice-President-Roy Horsfield Treasurer-Judy Micheletti
9/17/19	Keller, Edward	Term Expires September 2019	CEO	Officers
	Horsfield, Vernon Roy	Term Expires September 2020	Patricia Leighow	President-Edward Keller
	Micheletti, Judy	Term Expires September 2019		Vice-President-Roy Horsfield Treasurer-Judy Micheletti

STATEMENT OF FINANCIAL INTERESTS

PLEASE PRINT NEATLY

01 LAST NAME FIRST NAME MI SUFFIX
 Keiler Edward C



NOTE: IF YOU ARE INCLUDING ATTACHMENTS, DO NOT INCLUDE ANYTHING THAT BEARS YOUR SOCIAL SECURITY NUMBER OR FINANCIAL ACCOUNT NUMBERS.

03 STATUS Check applicable block or blocks, more than one block may be marked. (See instructions on page 2)

A Candidate (including write-in) C Public Official (Current) D Public Employee (Current) E Check this block if you are filing as a solicitor Check this block if you are amending an original filing

B Nominee C Public Official (Former) D Public Employee (Former)

04 PUBLIC POSITION OR PUBLIC OFFICE (administrator, member, Commissioner, job title, etc.) seeking hold held

A Board member seeking hold held

B

05 GOVERNMENTAL ENTITY in which you are/were an Official, Employee, Candidate or Nominee (e.g., dept, agency, authority, borough, board, commission, county, school district, twp, etc.)

A Cyber Charter School

B

06 OCCUPATION OR PROFESSION (This may be the same as block 4) 07 YEAR Indicate calendar year for which form is being filed. SEE INSTRUCTIONS.

Consultant 2015

08 REAL ESTATE INTERESTS (See instructions on page 2) If NONE, check this box.

09 CREDITORS (See instructions on page 2). Creditor (Name and Address) If NONE, check this box.

Name: American Express Address: Ogden, UT Interest Rate: 0% / 4%

Citibank Address: Wilmington, DE

10 DIRECT OR INDIRECT SOURCES OF INCOME including (but not limited to) all employment. (See instructions on pg. 2) ONLY IF NONE, check this block.

Name: Ciber, Inc. Address: 1401 Fiddlers Green Circle
Greenwood Village, CO 80111

11 GIFTS (See instructions on page 2) If NONE, check this box.

Source of Gift Value of Gift

Address of Source of Gift Circumstances (including description) of Gift

12 TRANSPORTATION, LODGING, HOSPITALITY (See instructions on page 2) If NONE, check this box.

Source (Name and Address) Value

13 OFFICE, DIRECTORSHIP, OR EMPLOYMENT IN ANY BUSINESS (See instructions on page 2) If NONE, check this box.

Business Entity (Name and Address) Position Held

Name: Address:

14 FINANCIAL INTEREST IN ANY LEGAL ENTITY IN BUSINESS FOR PROFIT (See instructions on page 2) If NONE, check this box.

Name and Address of Business Interest Held

15 BUSINESS INTERESTS TRANSFERRED TO IMMEDIATE FAMILY MEMBER (See instructions on page 2) If NONE, check this box.

Business (Name and Address) Interest Held Relationship Date Transferred

Transferee (Name and Address)

The undersigned hereby affirms that the foregoing information is true and correct to the best of said person's knowledge, information and belief; said affirmation being made subject to the penalties prescribed by 18 Pa.C.S. §4904 (unsworn falsification to authorities) and the Public Official and Employee Ethics Act, 65 Pa.C.S. §1109(b).

Signature Edward C Keiler Enter Current Date 2/23/2016

THIS FORM IS CONSIDERED DEFICIENT IF ANY BLOCK ABOVE IS NOT COMPLETED. MAKE A COPY FOR YOUR RECORDS.

Statement of Financial Interests

IN ORDER TO FUNCTION PROPERLY, THIS FORM REQUIRES INTERNET EXPLORER 9 AND ABOVE, GOOGLE CHROME, OR MOZILLA FIREFOX. THIS FORM IS CONSIDERED DEFICIENT IF ANY BLOCK IS NOT COMPLETED OR IF CONFIRMATION OR SIGNATURE IS MISSING.

AFTER SUBMITTING THE FORM, YOU CAN OBTAIN AN OFFICIAL COPY FROM THE STATE ETHICS COMMISSION'S ELIBRARY AT [HTTP://WWW.ETHICSRULINGS.STATE.PA.US](http://www.ethicsrulings.state.pa.us). YOU MAY ALSO SUPPLY YOUR E-MAIL ADDRESS BELOW FOR AN OFFICIAL COPY TO BE SENT VIA E-MAIL.

PRINTING THIS FORM FROM YOUR WEB BROWSER DOES NOT CONSTITUTE AN OFFICIAL COPY OF YOUR FILING.

THOSE REQUIRED TO FILE FOR MORE THAN ONE POSITION MUST FILE IN ALL FILING LOCATIONS FOR ALL SUCH POSITIONS.

THIS FORM MUST BE COMPLETED AND FILED BY:

A: Candidates - Persons seeking elected state, county and local public offices, including first-time candidates, incumbents seeking re-election, and write-in candidates who do not decline nomination/election within 30 days of official certification of same.

B: Nominees - Persons nominated for public office subject to confirmation.

C: Public Officials - Persons serving as current state/county/local public officials (elected or appointed). The term includes persons serving as alternates/designees. The term excludes members of purely advisory boards.

D: Public Employees - Individuals employed by the Commonwealth or a political subdivision who are responsible for taking or recommending official action of a non-ministerial nature with regard to: contracting or procurement; administering or monitoring grants or subsidies; planning or zoning; inspecting, licensing, regulating or auditing any person; or any other activity where the official action has an economic impact of greater than a de minimis nature on the interests of any person. The term does not include individuals whose activities are limited to teaching.

A former public official or former public employee must file the year after termination of service with the governmental body.

E: Solicitors - Persons elected or appointed to the office of solicitor for political subdivision(s).

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This Form is required to be filed pursuant to the provisions of the Public Official and Employee Ethics Act, 65 Pa C.S. § 1101 et seq.

Please check below if you have read and understand the above terms. *

Yes I have read and understand the above terms.

Are you amending a prior filing? *

No

01 Name

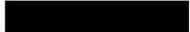
First Name * (?) Edward

Last Name * (?) Sowul

Middle Initial A

Suffix Jr.

02 Address

Business, Governmental, 

Home, or Postal Address * Address Line 1

(?) Address Line 2



City



PA
State

Zip Code

Telephone * (?)

Telephone Number ###-###-####

03 - 05 Public Position or Public Office and Governmental Entity in which you are/were an Official, Employee, Candidate, Nominee, or Solicitor

Status * (?)

Public Official (Current)

State or County/Local * (?)

County/Local

County * (?)

Columbia County

County/Local Entity * (?)

Not Listed

Other County/Local Entity * (?)

SusQ- Cyber Charter School

Position * (?)

Board of Trustee

Do you have an additional Public Position or Public Office and Governmental Entity to add to this filing? *

No

Selecting "Yes" will allow for additions below.

06 Occupation or Profession

Current Occupation or Profession * (?)

Administrative Director, Radiology

07 Year

Year * (?)

2015

The calendar year for which this form is being filed.

08 Real Estate Interests

Do you have reportable real estate interests? * (?)

No

09 Creditors

Do you have reportable creditors? * (?)

Yes

Creditors

Name * (?)

BB&T

Address (?)

PO Box 819

City *

Wilson

State *

North Carolina

Zip Code

27894-0819

Interest Rate *

4.85

Exclude the "%" symbol

Name * (?)

Ford Credit

Address (?) PO Box 542000
City* Omaha
State* NE
Zip Code 68154-8000
Interest Rate* 6.0
Exclude the "%" symbol

10 Direct or Indirect Sources of Income

Do you have any reportable direct or indirect sources of income?* (?)
Yes

Source of Income

Name* (?) Jersey Shore Hospital
Address* (?) 1020 Thomson St
Address Line 1
Address Line 2
Jersey Shore PA
City State
17740
Zip Code

11 Gifts

Have you received any reportable gifts?* (?)
No

Gifts Disclaimer* By selecting "No" above, you are indicating that you did not receive any reportable gift(s) during the calendar year for which you are filing this Statement of Financial Interests. By checking the "I Accept" checkbox below, you are acknowledging your understanding that if reportable gift(s) were received and are not included on this form, you are subject to all applicable penalties.
 I Accept

12 Transportation, Lodging, Hospitality

Do you have any reportable transportation, lodging, or hospitality?* (?)
No

Transportation, Lodging, & Hospitality Disclaimer* By selecting "No" above, you are indicating that you did not receive any reportable transportation, lodging or hospitality during the calendar year for which you are filing this Statement of Financial Interests. By checking the "I Accept" checkbox below, you are acknowledging your understanding that if reportable transportation, lodging or hospitality was received and is not included on this form, you are subject to all applicable penalties.
 I Accept

13 Office, Directorship, or Employment in any Business

Did you hold any office, directorship, or employment in any business for the calendar year for which you are reporting?* (?)
No

14 Financial Interest in any Legal Entity in Business for Profit

Do you have a reportable financial interest in any legal entity in business for profit?* (?)
No

15 Business Interests Transferred to Immediate Family Member

Did you transfer any business interests to an immediate family member during the calendar year which you are reporting?*(?)

No

Additional comments or explanations about any of the above sections:

Confirmation *

The undersigned hereby affirms that the foregoing information is true and correct to the best of said person's knowledge, information, and belief; said affirmation being made subject to the penalties prescribed by 18 Pa.C.S § 4904 (unsworn falsification to authorities) and the Public Official and Employee Ethics Act, 65 Pa.C.S § 1109(b).

I Confirm

Signature *(?)

Edward A Sowul Jr.

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Date

2016-04-21

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Please check below if you have read and understand the above terms.*

Yes I have read and understand the above the terms.

Are you amending a prior filing?*

No

01 Name

First Name * (?) John

Last Name * (?) Zerance

Middle Initial

Suffix

02 Address

Business, Governmental, [REDACTED]

Home, or Postal Address *Address Line 1

(?) Address Line 2

[REDACTED]

City

[REDACTED]

PA

State

SusQ-Cyber Charter School
2016-2017
Board of Trustees Meetings

The SusQ-Cyber Charter School Board of Trustees will hold its regularly scheduled board meetings at the Bloomsburg Regional Technology Center, 240 Market St., Bloomsburg, PA, in Conference Room 111 on the first floor. All meetings are scheduled to begin at 7:00 pm on the dates listed below. Board meetings are held on the fourth Tuesday of the month unless noted otherwise. All meetings are open to the public.

October 25, 2016
November 15, 2016
December 20, 2016
January 24, 2017
February 28, 2017
March 28, 2017
April 25, 2017
May 23, 2017
June 27, 2017
July 25, 2017 - (No meeting, unless needed)
August 22, 2017
September 19, 2017 - (Reorganization Meeting)

Graduation May 26, 2017

SusQ-Cyber Charter School
2017-2018
Board of Trustees Meetings

The SusQ-Cyber Charter School Board of Trustees will hold its regularly scheduled board meetings at the Bloomsburg Regional Technology Center, 240 Market St., Bloomsburg, PA, in Conference Room 111 on the first floor. All meetings are scheduled to begin at 7:00 pm on the dates listed below. Board meetings are held on the fourth Tuesday of the month unless noted otherwise. All meetings are open to the public.

October 24, 2017
November 28, 2017
December 19, 2017
January 23, 2018
February 27, 2018
March 27, 2018
April 24, 2018
May 22, 2018
June 26, 2018
July 24, 2018 - (No meeting, unless needed)
August 28, 2018
September 28, 2018 - (Reorganization Meeting)

Graduation May 31, 2018

SusQ-Cyber Charter School
2018-2019
Board of Trustees Meetings

The SusQ-Cyber Charter School Board of Trustees will hold its regularly scheduled board meetings at the Bloomsburg Regional Technology Center, 240 Market St., Bloomsburg, PA, in Conference Room 111 on the first floor or via teleconference. All meetings are scheduled to begin at 7:00 pm. In the event the date or time changes notification will be sent and posted on our website. All meetings are open to the public.

October 23, 2018

November 27, 2018

December 18, 2018

January 22, 2019

February 26, 2019

March 26, 2019

April 23, 2019

May 28, 2019

June 25, 2019

July 23, 2019 – (No meeting, unless needed)

August 27, 2019

September 17, 2019 - (Reorganization Meeting)

Graduation May 31, 2019

Zip Code

Telephone * (?) 570-752-6452
Telephone Number #####-####-####

03 - 05 Public Position or Public Office and Governmental Entity in which you are/were an Official, Employee, Candidate, Nominee, or Solicitor

Status * (?) Public Official (Current)
State or County/Local * (?) County/Local
County * (?) Columbia County
County/Local Entity * (?) **Not Listed**
Other County/Local Entity * (?) SusQ Cyber Charter School
Position * (?) Trustee

Do you have an additional Public Position or Public Office and Governmental Entity to add to this filing? *
No
Selecting "Yes" will allow for additions below.

06 Occupation or Profession

Current Occupation or Profession * (?) Chemistry Technician

07 Year

Year * (?) 2015
The calendar year for which this form is being filed.

08 Real Estate Interests

Do you have reportable real estate interests? * (?) No

09 Creditors

Do you have reportable creditors? * (?) Yes

Creditors

Name * (?) People's Security Bank and Trust
Address (?) 216 South Main Street
City * Old Forge
State * PA
Zip Code 18518
Interest Rate * 4.5
Exclude the "%" symbol
Name * (?) NBT Bank

Address (?) 52 South Broad Street
City* Norwich
State* NY
Zip Code 13815
Interest Rate* 4.5
Exclude the "%" symbol

10 Direct or Indirect Sources of Income

Do you have any reportable direct or indirect sources of income?* (?)
Yes

Source of Income

Name* (?) Susquehanna Nuclear, LLC
Address* (?) 835 Hamilton Street
Address Line 1
Suite 150
Address Line 2
Allentown PA
City State
18101
Zip Code

11 Gifts

Have you received any reportable gifts?* (?)
No

Gifts Disclaimer* By selecting "No" above, you are indicating that you did not receive any reportable gift(s) during the calendar year for which you are filing this Statement of Financial Interests. By checking the "I Accept" checkbox below, you are acknowledging your understanding that if reportable gift(s) were received and are not included on this form, you are subject to all applicable penalties.
 I Accept

12 Transportation, Lodging, Hospitality

Do you have any reportable transportation, lodging, or hospitality?* (?)
No

Transportation, Lodging, & Hospitality Disclaimer* By selecting "No" above, you are indicating that you did not receive any reportable transportation, lodging or hospitality during the calendar year for which you are filing this Statement of Financial Interests. By checking the "I Accept" checkbox below, you are acknowledging your understanding that if reportable transportation, lodging or hospitality was received and is not included on this form you are subject to all applicable penalties.
 I Accept

13 Office, Directorship, or Employment in any Business

Did you hold any office, directorship, or employment in any business for the calendar year for which you are reporting?* (?)
No

14 Financial Interest in any Legal Entity in Business for Profit

Do you have a reportable financial interest in any legal entity in business for profit?* (?)
No

15 Business Interests Transferred to Immediate Family Member

Did you transfer any business interests to an immediate family member during the calendar year which you are reporting? * (?)

No

Additional comments or explanations about any of the above sections:

Confirmation *

The undersigned hereby affirms that the foregoing information is true and correct to the best of said person's knowledge, information, and belief; said affirmation being made subject to the penalties prescribed by 18 Pa.C.S § 4904 (unsworn falsification to authorities) and the Public Official and Employee Ethics Act, 65 Pa.C.S § 1109(b).

I Confirm

Signature * (?)

John Zerance

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Date

2016-03-

21

STATEMENT OF FINANCIAL INTERESTS

PLEASE PRINT NEATLY

01 LAST NAME FIRST NAME MI SUFFIX

K e l l e r E d w a r d C

02 ADDRESS office (business or governmental) or home City State Zip Code Area Code Phone

[REDACTED]

03 STATUS Check applicable block or blocks, more than one block may be marked. (See instructions on page 2)

A Candidate (including write-in) C Public Official (Current) D Public Employee (Current) E Check this block if you are filing as a solicitor Check this block if you are amending an original filing

B Nominee C Public Official (Former) D Public Employee (Former)

04 PUBLIC POSITION OR PUBLIC OFFICE (administrator, member, Commissioner, job title, etc.) seeking hold held

A B o a r d P r e s i d e n t

seeking hold held

05 GOVERNMENTAL ENTITY in which you are/were an Official, Employee, Candidate or Nominee (e.g., dept, agency, authority, borough, board, commission, county, school district, twp, etc.)

A S u s a n C y b e r C h a r t e r H i g h S c h o o l

B

06 OCCUPATION OR PROFESSION (This may be the same as block 4) 07 YEAR SEE INSTRUCTIONS.

Consultant Information in Blocks 8 -15 represents disclosure for the calendar year listed here: 2 0 1 6

08 REAL ESTATE INTERESTS (See instructions on page 2) If NONE, check this box.

09 CREDITORS (See instructions on page 2). Creditor (Name and Address) If NONE, check this box.

Name: Chase Bank @ Barclays Bank @ Citibank @ AMEX Address: Wilmington, DE | Wilmington, DE | Wilmington, DE | Phoenix, AZ

Interest Rate: 8.9% 1.9% 0.0% 13.99%

10 DIRECT OR INDIRECT SOURCES OF INCOME including (but not limited to) all employment. (See instructions on pg. 2) ONLY IF NONE, check this block.

Name: Cyber, Inc Bloomsburg University of PA Address: Greenwood Village, CO Bloomsburg, PA

11 GIFTS (See instructions on page 2) If NONE, check this box.

Source of Gift Value of Gift

Address of Source of Gift Circumstances (including description) of Gift

12 TRANSPORTATION, LODGING, HOSPITALITY (See instructions on page 2) If NONE, check this box.

Source (Name and Address) Value

13 OFFICE, DIRECTORSHIP, OR EMPLOYMENT IN ANY BUSINESS (See instructions on page 2) If NONE, check this box.

Business Entity (Name and Address) Position Held (i.e., officer, director, employee, etc.)

Name: Address:

14 FINANCIAL INTEREST IN ANY LEGAL ENTITY IN BUSINESS FOR PROFIT (See instructions on page 2) If NONE, check this box.

Name and Address of Business Interest Held (i.e., 5%, 10%, etc.)

15 BUSINESS INTERESTS TRANSFERRED TO IMMEDIATE FAMILY MEMBER (See instructions on page 2) If NONE, check this box.

Business (Name and Address) Transferee (Name and Address) Interest Held Relationship Date Transferred

The undersigned hereby affirms that the foregoing information is true and correct to the best of said person's knowledge, information and belief; said affirmation being made subject to the penalties prescribed by 18 Pa.C.S. §4904 (unsworn falsification to authorities) and the Public Official and Employee Ethics Act, 65 Pa.C.S. §1109(b).

Signature Edward C Keller Enter Current Date 3.8.17

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STATEMENT OF FINANCIAL INTERESTS

PLEASE PRINT NEATLY

01 LAST NAME FIRST NAME MI SUFFIX
 S O W U L E D W A R D A J R

02 [REDACTED]

NOTE: IF YOU ARE INCLUDING ATTACHMENTS, DO NOT INCLUDE ANYTHING THAT BEARS YOUR SOCIAL SECURITY NUMBER OR FINANCIAL ACCOUNT NUMBERS.

03 STATUS Check applicable block or blocks, more than one block may be marked. (See instructions on page 2)

A Candidate (including write-in) C Public Official (Current) D Public Employee (Current) E Check this block if you are filing as a solicitor Check this block if you are amending an original filing

B Nominee C Public Official (Former) D Public Employee (Former)

04 PUBLIC POSITION OR PUBLIC OFFICE (administrator, member, Commissioner, job title, etc.) seeking hold held

A B O A R D M E M B E R seeking hold held

B

05 GOVERNMENTAL ENTITY in which you are/were an Official, Employee, Candidate or Nominee (e.g., dept, agency, authority, borough, board, commission, county, school district, twp, etc.)

A S U S Q - C Y B E R C H A R T E R S C H O O L

B

06 OCCUPATION OR PROFESSION (This may be the same as block 4) 07 YEAR Indicate calendar year for which form is being filed. SEE INSTRUCTIONS.

ADMINISTRATIVE DIRECTOR, RADIOLOGY 2016

08 REAL ESTATE INTERESTS (See instructions on page 2) If NONE, check this box.

09 CREDITORS (See instructions on page 2). Creditor (Name and Address) If NONE, check this box.

Name: BB + T	Address: P.O. Box 580048 CHARLOTTE NC	Interest Rate: 4.85%
FORD CREDIT	Box 220564 PITTSBURGH PA	0.0%

10 DIRECT OR INDIRECT SOURCES OF INCOME including (but not limited to) all employment. (See instructions on pg. 2) ONLY IF NONE, check this block. (OFFICIAL USE ONLY)

Name: Address:

11 GIFTS (See instructions on page 2) If NONE, check this box.

Source of Gift Value of Gift

Address of Source of Gift Circumstances (including description) of Gift

12 TRANSPORTATION, LODGING, HOSPITALITY (See instructions on page 2) If NONE, check this box.

Source (Name and Address) Value

13 OFFICE, DIRECTORSHIP, OR EMPLOYMENT IN ANY BUSINESS (See instructions on page 2) If NONE, check this box.

Business Entity (Name and Address) Position Held

Name: Address:

14 FINANCIAL INTEREST IN ANY LEGAL ENTITY IN BUSINESS FOR PROFIT (See instructions on page 2) If NONE, check this box.

Name and Address of Business Interest Held

15 BUSINESS INTERESTS TRANSFERRED TO IMMEDIATE FAMILY MEMBER (See instructions on page 2) If NONE, check this box.

Business (Name and Address) Interest Held Relationship Date Transferred

Transferee (Name and Address)

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Signature Edward A. Sowul Jr. Enter Current Date 4/20/17

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C: Public Officials - Persons serving as current state/county/local public officials (elected or appointed). The term includes persons serving as alternates/designees. The term excludes members of purely advisory boards.

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Please check below if you have read and understand the above terms. *

Yes I have read and understand the above the terms.

Are you amending a prior filing? *

No

01 Name

First Name * (?) John

Last Name * (?) Zerance

Middle Initial -

Suffix

02 Address

**Business,
Governmental,
Home, or Postal
Address* (?)**

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

PA

Country

Telephone* (?)

Telephone Number ###-###-####

03 - 05 Public Position or Public Office and Governmental Entity in which you are/were an Official, Employee, Candidate, Nominee, or Solicitor

Status* (?) Public Official (Current)

**State or
County/Local* (?)** County/Local

County* (?) Columbia County

County/Local Entity* **Not Listed
(?)**

**Other County/Local
Entity* (?)** SusQ Cyber Charter School

Position* (?) Trustee

Do you have an additional Public Position or Public Office and Governmental Entity to add to this filing? *

No

Selecting "Yes" will allow for additions below.

06 Occupation or Profession

**Current Occupation
or Profession* (?)** Chemistry Technician

07 Year

Year* (?) 2016
The calendar year for which this form is being filed.

08 Real Estate Interests

**Do you have
reportable real
estate interests? ***
(?) No

09 Creditors

Do you have reportable creditors? * (?)

No

10 Direct or Indirect Sources of Income

Do you have any reportable direct or indirect sources of income? * (?)

Yes

Source of Income

Name * (?)	Susquehanna Nuclear		
Address * (?)	Street Address		
	769 Salem boulevard		
	Address Line 2		
	City	State / Province / Region	
	Berwick	PA	
Postal / Zip Code	Country		
18603			

11 Gifts

Have you received any reportable gifts? * (?)

No

Gifts Disclaimer *

By selecting "No" above, you are indicating that you did not receive any reportable gift(s) during the calendar year for which you are filing this Statement of Financial Interests. By checking the "I Accept" checkbox below, you are acknowledging your understanding that if reportable gift(s) were received and are not included on this form, you are subject to all applicable penalties.

I Accept

12 Transportation, Lodging, Hospitality

Do you have any reportable transportation, lodging, or hospitality? * (?)

No

Transportation, Lodging, & Hospitality Disclaimer *

By selecting "No" above, you are indicating that you did not receive any reportable transportation, lodging or hospitality during the calendar year for which you are filing this Statement of Financial Interests. By checking the "I Accept" checkbox below, you are acknowledging your understanding that if reportable transportation, lodging or hospitality was received and is not included on this form, you are subject to all applicable penalties.

I Accept

13 Office, Directorship, or Employment in any Business

Did you hold any office, directorship, or employment in any business for the calendar year for which you are reporting? * (?)

No

14 Financial Interest in any Legal Entity in Business for Profit

Do you have a reportable financial interest in any legal entity in business for profit? * (?)

No

15 Business Interests Transferred to Immediate Family Member

Did you transfer any business interests to an immediate family member during the calendar year which you are reporting? * (?)

No

**Additional
comments or
explanations about
any of the above
sections:**

Confirmation *

The undersigned hereby affirms that the foregoing information is true and correct to the best of said person's knowledge, information, and belief; said affirmation being made subject to the penalties prescribed by 18 Pa.C.S § 4904 (unsworn falsification to authorities) and the Public Official and Employee Ethics Act, 65 Pa.C.S § 1109(b).

I Confirm

Signature * (?)

Date

John Zerance

2017-03-08

THIS FORM IS CONSIDERED DEFICIENT IF ANY BLOCK ABOVE IS NOT COMPLETED. MAKE A COPY FOR YOUR RECORDS.

STATEMENT OF FINANCIAL INTERESTS

PLEASE PRINT NEATLY

01 LAST NAME FIRST NAME MI SUFFIX
 H O R S F I E L D V E R N O N R J R

NOTE: IF YOU ARE INCLUDING ATTACHMENTS, DO NOT INCLUDE ANYTHING THAT BEARS YOUR SOCIAL SECURITY NUMBER OR FINANCIAL ACCOUNT NUMBERS.

03 STATUS Check applicable block or blocks, more than one block may be marked. (See instructions on page 2)

A Candidate (including write-in) C Public Official (Current) D Public Employee (Current) E Check this block if you are filing as a solicitor

B Nominee C Public Official (Former) D Public Employee (Former)

Check this block if you are amending an original filing

04 PUBLIC POSITION OR PUBLIC OFFICE (administrator, member, Commissioner, job title, etc.) seeking hold held

A B O A R D M E M B E R seeking hold held

B

05 GOVERNMENTAL ENTITY in which you are/were an Official, Employee, Candidate or Nominee (e.g., dept, agency, authority, borough, board, commission, county, school district, twp, etc.)

A P u b l i c s c h o o l

B

06 OCCUPATION OR PROFESSION (This may be the same as block 4) 07 YEAR SEE INSTRUCTIONS.

Retired Information in Blocks 8 -15 represents disclosure for the calendar year listed here: 2 0 1 8

08 REAL ESTATE INTERESTS (See instructions on page 2) If NONE, check this box.

09 CREDITORS (See instructions on page 2). Creditor (Name and Address) If NONE, check this box.

Name: Address: Interest Rate

10 DIRECT OR INDIRECT SOURCES OF INCOME including (but not limited to) all employment. (See instructions on pg. 2) ONLY IF NONE, check this block.

Name: Address: (OFFICIAL USE ONLY)

11 GIFTS (See instructions on page 2) If NONE, check this box.

Source of Gift Value of Gift

Address of Source of Gift Circumstances (including description) of Gift

12 TRANSPORTATION, LODGING, HOSPITALITY (See instructions on page 2) If NONE, check this box.

Source (Name and Address) Value

13 OFFICE, DIRECTORSHIP, OR EMPLOYMENT IN ANY BUSINESS (See instructions on page 2) If NONE, check this box.

Business Entity (Name and Address) Position Held (i.e., officer, director, employee, etc.)

Name: Address:

14 FINANCIAL INTEREST IN ANY LEGAL ENTITY IN BUSINESS FOR PROFIT (See instructions on page 2) If NONE, check this box.

Name and Address of Business Interest Held (i.e., 5%, 10%, etc.)

15 BUSINESS INTERESTS TRANSFERRED TO IMMEDIATE FAMILY MEMBER (See instructions on page 2) If NONE, check this box.

Business (Name and Address) Interest Held Relationship Date Transferred

Transferee (Name and Address)

The undersigned hereby affirms that the foregoing information is true and correct to the best of said person's knowledge, information and belief; said affirmation being made subject to the penalties prescribed by 18 Pa.C.S. §4904 (unsworn falsification to authorities) and the Public Official and Employee Ethics Act, 65 Pa.C.S. §1109(b).

Signature Vernon R. Horsfield Jr Enter Current Date 1-30-19

THIS FORM IS CONSIDERED DEFICIENT IF ANY BLOCK ABOVE IS NOT COMPLETED. MAKE A COPY FOR YOUR RECORDS.

STATEMENT OF FINANCIAL INTERESTS

PLEASE PRINT NEATLY

01 LAST NAME FIRST NAME MI SUFFIX

M I C H E L E T T I J U D Y A

NOTE: IF YOU ARE INCLUDING ATTACHMENTS, DO NOT INCLUDE ANYTHING THAT BEARS YOUR SOCIAL SECURITY NUMBER OR FINANCIAL ACCOUNT NUMBERS.

03 STATUS Check applicable block or blocks, more than one block may be marked. (See instructions on page 2)

A Candidate (including write-in) C Public Official (Current) D Public Employee (Current) E Check this block if you are filing as a solicitor

B Nominee C Public Official (Former) D Public Employee (Former)

Check this block if you are amending an original filing

04 PUBLIC POSITION OR PUBLIC OFFICE (administrator, member, Commissioner, job title, etc.) seeking hold held

A BOARD MEMBER

seeking hold held

B

05 GOVERNMENTAL ENTITY in which you are/were an Official, Employee, Candidate or Nominee (e.g., dept, agency, authority, borough, board, commission, county, school district, twp, etc.)

A PUBLIC SCHOOL

B

06 OCCUPATION OR PROFESSION (This may be the same as block 4) RETIRED

07 YEAR SEE INSTRUCTIONS. Information in Blocks 8 -15 represents disclosure for the calendar year listed here: 2 0 1 8

08 REAL ESTATE INTERESTS (See instructions on page 2) If NONE, check this box.

09 CREDITORS (See instructions on page 2). Creditor (Name and Address) If NONE, check this box.

Name: Address: Interest Rate

10 DIRECT OR INDIRECT SOURCES OF INCOME including (but not limited to) all employment. (See instructions on pg. 2) ONLY IF NONE, check this block.

Name: Address: (OFFICIAL USE ONLY)

11 GIFTS (See instructions on page 2) If NONE, check this box.

Source of Gift Value of Gift

Address of Source of Gift Circumstances (including description) of Gift

12 TRANSPORTATION, LODGING, HOSPITALITY (See instructions on page 2) If NONE, check this box.

Source (Name and Address) Value

13 OFFICE, DIRECTORSHIP, OR EMPLOYMENT IN ANY BUSINESS (See instructions on page 2) If NONE, check this box.

Business Entity (Name and Address) Position Held (i.e., officer, director, employee, etc.)

Name: Address:

14 FINANCIAL INTEREST IN ANY LEGAL ENTITY IN BUSINESS FOR PROFIT (See instructions on page 2) If NONE, check this box.

Name and Address of Business Interest Held (i.e., 5%, 10%, etc.)

15 BUSINESS INTERESTS TRANSFERRED TO IMMEDIATE FAMILY MEMBER (See instructions on page 2) If NONE, check this box.

Business (Name and Address) Interest Held Relationship Date Transferred

Transferee (Name and Address)

The undersigned hereby affirms that the foregoing information is true and correct to the best of said person's knowledge, information and belief, said affirmation being made subject to the penalties prescribed by 18 Pa.C.S. §4904 (unsworn falsification to authorities) and the Public Official and Employee Ethics Act, 65 Pa.C.S. §1109(b).

Signature Judy Michelletti Enter Current Date 01/25/19

THIS FORM IS CONSIDERED DEFICIENT IF ANY BLOCK ABOVE IS NOT COMPLETED. MAKE A COPY FOR YOUR RECORDS.

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
August 23, 2016

MINUTES

President John Zerance called the meeting to order at 7:02 pm.

Present: Edward Sowul, John Zerance

Also Present: Terri Lazar, Patricia Leighow

APPROVAL OF MINUTES

Edward Sowul moved and John Zerance seconded to approve the minutes of the May 24, 2016 meeting.
(Attachment 1)

Motion carried by affirmative voice vote.

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

President John Zerance called for anyone present who wished to address the board.

President John Zerance noted a quorum was needed to conduct business but do not have enough members present to make motions from the floor.

President John Zerance turned control of the meeting over to CEO Patricia Leighow.

TREASURER'S REPORT

A. Approval of Financial Reports

Edward Sowul moved and John Zerance seconded to approve the financial reports as presented.
(Attachment 2)

Roll Call Vote:

VOTING YES: Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
March 27, 2018

MINUTES

President Edward Keller called the teleconference meeting to order at 7:01 pm.

Present: Edward Keller, Judy Micheletti

Absent: Roy Horsfield

Also Present: Terri Lazar, Patricia Leighow

APPROVAL OF MINUTES

Judy Micheletti moved and Edward Keller seconded to approve the minutes of the November 28, 2017 meeting.

Motion carried by affirmative voice vote.

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

President Edward Keller called for anyone present who wishes to address the board.

TREASURER'S REPORT

B. Approval of Financial Reports

Edward Keller moved and Judy Micheletti seconded to approve the financial reports as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

C. Approval of Bills

Edward Keller moved and Judy Micheletti seconded to approve payment of the bills as presented.

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

ADMINISTRATIVE ACTION

Judy Micheletti moved and Edward Keller seconded to approve Administrative Actions Items A. through JJ.

A. Conference

Acknowledge the attendance of Terri Lazar and Patricia Leighow at the PDE Data Summit 3/25/18 through 3/28/18. Data quality, data governance and building blocks for student success are the focus of the PDE training. Cost is \$746 pp.

B. Conference

Acknowledge the attendance of Stephen Trevino at the Special Education and 504 conference at the IU on 12/8/17. There was no fee.

C. Conference

Approve the attendance of Kristin Trenholm at the Social Leadership Institute: Bridging the Gap between Social Services and Educators 6/25/18 through 6/29/18. Cost is \$100.

D. Policy #325

Approve the revision of Policy #325, Staff Dress and Grooming.

E. Policy # 933

Approve the revision of Policy #933, Internet Reimbursement Policy.

F. ZITO Business

Approve a service contract with ZITO Business to provide internet services. Cost is \$170 per month after Erate is applied.
(Attachment 6)

G. STRIVVEN MEDIA, LLC

Approve an agreement with STRIVVEN for VirtualJobShadow.com. This is a license for 85 student seats for one year and includes webinar training for staff. Cost is \$1,700.

H. Learn by Doing, Inc.

Acknowledge an agreement with Learn by Doing, Inc. to provide the Albert Classroom. The cost is \$250.

I. Instructure, Inc.

Acknowledge the Canvas K-12 subscription. Cost is \$1,506.

J. Turning Technologies

Acknowledge the purchase of Examview Basic. Cost is \$99.

K. PowerSchool

Acknowledge the renewal of PowerSchool, our student information system. Cost for one year is \$3,112.50.

L. PowerSchool, SPED

Acknowledge the renewal of PowerSchool, Special Education. Cost for one year is \$707.50.

M. Field Trip

Approve a field trip to New York City. Cost to the school is \$985. The balance will be paid by the students.

N. School Nurse

Approve an agreement with Myra Golomb, RN to provide nursing services for the 2018-2019 school year.

O. School Physician

Approve Dr. Jessica Pagana-Defazio as the school physician. The retainer fee is \$500 and physical exams are \$75.

P. School Dentist

Approve Dr. Padner as the school dentist. There is no retainer fee required. Dental exam fees would be charged at their established rates.

Q. Summer School

Approve the summer school program to run from June 11, 2018 through July 16, 2018. Instructors will receive \$25 per day. Fees for full credit courses will be \$150 and \$75 for half credit courses. Students with financial needs will be given consideration for a fee-waiver.

R. Calendar

Approve the 2018-2019 school calendar.

S. Earl Graduates

Acknowledge the early graduation of Amber Jo Baker, Jennifer Marie Hancock, Mackenzi Jordan Raymond, Megan Renae Walker and Cheyenne Kelly Yordy. They have completed all requirements needed to graduate.

T. Graduates

Approve the potential graduates for May 2018 – Victoria Marie Allen, Caitlin Elizabeth Baker, Jenna Skye Bashore, Kaitlyn Marie Beachel, Anthony Paul Bluhm, Robert Russell Bunting, Mackenzie Nakuma-Ryan Chambers, Mariangelicke Colon-Gonzalez, Alexis Concepcion, Miguel Angel Cruz, Brianna Lynn Gumpy, Sandra Kathleen Horsfield, Allison Kay Jennings, Jazmin Monique Johnson, Stephen Robert Lloyd, Kayla May McCloskey, Kelsey Marie Mench, Joseph Miller, Henry Paul Skoczalek, Vanessa Torres, Katelyn Ally Troutman, Jacob Alan Weigold, Brenton Michael Weiss, Whitney Kayla Marie Womer and Grace Alyssa Yannes.

U. Contracts and Leases for 2018-2019

Confirm authorization for the CEO to approve leases or contracts for equipment of services if the Board has previously approved the expenditures through Board action or has approved the expenditure as a line item in the annual adopted budget of the SusQ-Cyber Charter School. Such leases are to be reported to the Board at the next regular board meeting for confirmation by the Trustees.

V. Grants in 2018-2019

Confirm authorization for the CEO to apply for any Federal, State or Local grants for which the SusQ-Cyber Charter School qualifies in the 2018-2019 school year, with a report to the Board at the next regular board meeting.

W. Staff Handbook

Approve the 2018-2019 Staff Handbook.

X. Student/Parent Handbook

Approve the 2018-2019 Student/Parent Handbook.

Y. Course Proposal

Approve a course proposal by Amber Mausteller, Nanotechnology.

Z. Job Description

Approve a revision the Chief Executive Job Description.

AA. Job Description

Approve a revision of the Executive Assistant to CEO Job Description

BB. Job Description

Approve a revision of the Coordinator of Student Services Job Description.

CC. Job Description

Approve a revision of the Office Support Assistant Job Description.

DD. Job Description

Approve a revision of the Paraprofessional - Special Education Job Description.

EE. Job Description

Approve a revision of the System Administrator Job Description.

FF. Job Description

Approve a revision of the School Nurse Job Description.

GG. Job Description

Approve a revision of the Instructional Coach Job Description.

HH. Job Description

Approve a revision of the Teacher Induction Year Job Description.

II. Job Description

Approve a revision of the Teacher Job Description.

JJ. Leave of Absence

Acknowledge a short-term disability period beginning 3/8/18 for employee #8839.

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller

FAMILY FUN NIGHT COMMITTEE – Terri Lazar, Caleb Petrin

A Family Fun Night is scheduled for 5/9/18 at the Bloomsburg Town Park. There will be a cook out for all in attendance and a rock climbing wall provided by the Army National Guard.

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of March 22, 2018)

Active Students – 84

Graduates - 5

Dropped Out – 25

Transferred Back – 31

Resident Districts – 32

Students over 17 (not special education) who missed more than 10 consecutive days between 11/21/17 and 3/22/18 - 0

Enrollment last year at this time – 95

B. Legislative Update

INFORMATIONAL ITEMS

A. Budget Discussion

CEO Leighow presented the 18/19 school year preliminary budget.

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING – To be determined based on needs.

ADJOURN

Judy Micheletti moved and Edward Keller seconded to adjourn the meeting at 7:29 pm.

Respectfully submitted: _____ Date
Terri Lazar, Secretary

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
June 26, 2018**

MINUTES

President Edward Keller called the teleconference meeting to order at 8:32 am.

Present: Roy Horsfield, Edward Keller, Judy Micheletti

Also Present: Terri Lazar, Patricia Leighow

APPROVAL OF MINUTES

Roy Horsfield moved and Judy Micheletti seconded to approve the minutes of the March 27, 2018 meeting.

Motion carried by affirmative voice vote.

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

President Edward Keller called for anyone present who wishes to address the board.

TREASURER'S REPORT

B. Approval of Financial Reports

Judy Micheletti moved and Roy Horsfield seconded to approve the financial reports as presented.

Roll Call Vote:

VOTING YES: Roy Horsfield, Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

C. Approval of Bills

Judy Micheletti moved and Roy Horsfield seconded to approve payment of the bills as presented.

Roll Call Vote

VOTING YES: Roy Horsfield, Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

ADMINISTRATIVE ACTION

Roy Horsfield moved and Judy Micheletti seconded to approve Administrative Actions Items A. through F.

A. Conference

Acknowledge the attendance of Kristin Trenholm at the Community Collaborations to Improve Services to Children & Families Experiencing Homelessness. The conference was sponsored by PA Head Start and PA education for Children & Youth Experiencing Homelessness.

B. Advertisement

Approve utilizing billboards for advertisement.

C. Course Proposal

Approve a half-credit course proposal by Christine Smith, Thinking Through Media. Thinking through Media is designed to assist students in developing the critical thinking and creative skills necessary for utilizing today's media to the benefit of themselves and society.

D. Social Studies Resources

Approve utilization of the following materials:

World HST: Patterns of Interaction

US HST: US History Open Stax

Cont. Social Issues: Introduction to Sociology Open Stax

Geography: World Regional Geography: People, Places & Globalization

Economics: Principles of Economics 2nd Edition

Civics: American Government Open Stax

E. Policy # 249

The bullying policy must be reviewed every three years per the School Code.

F. Resolution

Approve Resolution of the SusQ-Cyber Charter School Board of Trustees, establishing fund balance policies as required by GASB 54.

Roll Call Vote

VOTING YES: Roy Horsfield, Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller

FAMILY FUN NIGHT COMMITTEE – Terri Lazar, Caleb Petrin

A Family Fun Night is scheduled for 5/9/18 at the Bloomsburg Town Park. There will be a cook out for all in attendance and a rock climbing wall provided by the Army National Guard.

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of March 22, 2018)

Active Students – 84

Graduates - 5

Dropped Out – 25

Transferred Back – 31

Resident Districts – 32

Students over 17 (not special education) who missed more than 10 consecutive days between 11/21/17 and 3/22/18 - 0

Enrollment last year at this time – 95

B. Legislative Update

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING – To be determined based on needs.

ADJOURN

Roy Horsfield moved and Judy Micheletti seconded to adjourn the meeting at 8:46 am.

Respectfully submitted: _____
Terri Lazar, Secretary Date

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
August 23, 2016

MISSION STATEMENT

The SusQ-Cyber Charter School will use the Internet or other emerging technologies to deliver an educational program to high school students who are trying to obtain their high school diploma. It will deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a personalized education plan for each student that will credit them for past courses earned and outline a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals. It will be "A School Without Walls".

AGENDA

CALL TO ORDER – By the President Start Time _____

ROLL CALL

Edward Keller Edward Sowul John Zerance

_____ Present _____ Absent

APPROVAL OF MINUTES

Motion by _____ seconded by _____ that the minutes of the May 24, 2016 meeting be approved.
(Attachment 1)

Voice Vote:

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____.

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

TREASURER'S REPORT

A. Approval of Financial Reports

Motion by _____ seconded by _____ to approve the financial reports as presented.
(Attachment 2)

Roll Call Vote:

Edward Keller Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____,

B. Approval of Bills

Motion by _____ seconded by _____ to approve payment of the bills as presented.
(Attachment 3)

Roll Call Vote

Edward Keller Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____,

ADMINISTRATIVE ACTION

Motion by _____ seconded by _____ to approve Administrative Action Items A through R.

A. Annual Report

Acknowledge submission of the Annual Report.

B. Staff Handbook

Approve the 2016-2017 Staff Handbook.
(Attachment 4)

C. Student/Parent Handbook

Approve the 2016-2017 Student/Parent Handbook.
(Attachment 5)

D. Job Description

Approve a revision of the Office Support Assistant Job description.
(Attachment 6)

E. Job Description

Approve a revision of the Coordinator of Student Services Job Description.
(Attachment 7)

F. Job Description

Approve a revision to the Executive Assistant to the CEO Job Description.
(Attachment 8)

G. Job Description

Approve a revision of the Special Education Supervisor/Coordinator Job Description. (Attachment 9)

H. Special Education Teacher

Approve the hiring of Rox-Ann Reifer to fill the position of Special Education Teacher with a starting teacher salary of \$39,725. Rox-Ann will be provided with all insurance benefits.

I. Special Education Supervisor

Approve Rox-Ann Reifer as Special Education Supervisor.

J. Special Education Supervisor Stipend

Approve a stipend for Rox-Ann Reifer to serve as Special Education Supervisor in the amount of \$5,275. This will enable SusQ-Cyber to comply with PDE's Memorandum of Effort for Special Education.

K. Support Personnel Position

Approve the hiring of Kimberly Breiner to fill the Support Personnel Position with a starting salary of \$12 per hour. This is a part-time position with no benefits

L. Spanish Consultant

Approve Cynthia Schroll as a consultant to teach Spanish as needed. Cynthia will be paid \$25 per day. There are no benefits with this position.

M. Student Recruiter and Retention Specialist

Approve John Barrett as Student Recruiter and Retention Specialist. This will be a contracted position with fees base on 20% of tuition for any new student recruit and 5% for the direct retention of any student. This position requires a laptop not to exceed \$950, straight talk phone not to exceed \$45 monthly and a travel allowance of \$500 per year.

N. Guyette

Approve a maintenance agreement with Guyette Communication for the phone system and voice mail. This is an annual, contract and cost is \$864. (Attachment 10)

O. Training Course

Approve the purchase of Own It! Mindset Training Course. This is live student training and teacher professional development. Own It! is a curriculum that emphasizes student ownership in their education. Goals of the program include increase in student retention, increase in on time program completion, increase in parental involvement and reduction in truancy. Cost is not to exceed \$5,500.

P. Annual Reorganization Meeting

The Board of Trustees is hereby notified of the meeting to be held on September 27, 2016. Officers for September 2016 to September 2017 will be elected and the Board will ratify the calendar of meetings.

Q. Expiring Board Member Term

The term of Edward Keller will expire at the September, 2016 Reorganization Board Meeting. The By-Laws provide for the procedure to fill these vacancies. Edward Keller has been notified according to the By-laws.

2.6 Nomination and Election: Except as provided below, a member whose term is expiring may run for re-election at any time. Nominations shall be solicited and collected by the Chief Executive Officer not sooner than forty-five (45) days nor later than thirty (30) days prior to any election and compiled to form ballots which will be mailed to all parents/guardians of Cyber School students. In the event that there is only one nominee for each of the three vacant board positions then in place of a ballot being sent to every member of the Cyber School, the Board President shall direct the Board Secretary to cast a unanimous ballot for the existing nominees.

The members of the school community have been notified of the vacancies and possibility these Board members may choose to be reelected. Any member of the Board or member of the community who chooses to run must notify the CEO by September 11, 2015 of their desire to be nominated to one of these seats. A ballot will be distributed to all members of the Cyber School Community unless there is only one candidate for each seat in which case the Board Secretary will be directed to cast a unanimous ballot for the nominees on the ballot.

R. Date Change of Reorganizational Meeting

Approve changing the date for the annual reorganization meeting from September 27, 2016 to September 20, 2016.

Roll Call Vote

Edward Keller Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____

CEO EVALUATION COMMITTEE - Edward Keller

MARKETING COMMITTEE - John Barrett, Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE - Robyn Barrett, Terri Lazar, Caleb Petrin, Cynthia Schroll

ACADEMIC AFFAIRS COMMITTEE - Patricia Leighow

CEO REPORT

A. Enrollment (as of August 16, 2016)
Active Students – 90

B. Legislative Update

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING – September 27, 2016

ADJOURN

A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
September 20, 2016

MISSION STATEMENT

The SusQ-Cyber Charter School will use the Internet or other emerging technologies to deliver an educational program to high school students who are trying to obtain their high school diploma. It will deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a personalized education plan for each student that will credit them for past courses earned and outline a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals. It will be "A School Without Walls".

AGENDA

CALL TO ORDER – By the President Start Time _____

ROLL CALL

Edward Keller Edward Sowul John Zerance

_____ Present _____ Absent

APPROVAL OF MINUTES

Motion by _____ seconded by _____ that the minutes of the August 23, 2016 meeting be approved.
(Attachment 1)

Voice Vote:

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____.

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

Judy Micheletti, who has submitted a letter of interest to serve on our Board of Trustees will be in attendance. The Board is encouraged to discuss the responsibilities of serving on our Board of Trustees and answer any questions Ms. Micheletti may have.

TREASURER'S REPORT

A. Approval of Financial Reports

**Motion by _____ seconded by _____ to approve the financial reports as presented.
(Attachment 2)**

Roll Call Vote:

Edward Keller Edward Sowul John Zerance

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

B. Approval of Bills

**Motion by _____ seconded by _____ to approve payment of the bills as presented.
(Attachment 3)**

Roll Call Vote

Edward Keller Edward Sowul John Zerance

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

ADMINISTRATIVE ACTION

A. Balloting to Fill Two Expiring Board Positions

Motion by _____ seconded by _____ to approve Administrative Action Item A.

At this meeting there are three expired and three expiring board positions. As directed by the By-law's, these positions were advertised by mail to all the member families of SusQ-Cyber Charter School. One of the existing board members has indicated their desire to continue on the Board for another term. Since there is only one candidate to fill the expired/expiring positions it is unnecessary to hold an election. Instead, the CEO requests the Board to cast a unanimous ballot for the one candidate for these board positions. The term for the Board member will be from the reorganization meeting tonight, September 20, 2016 to the reorganization meeting to be held in September 2019. The existing Board Member who agreed to serve an additional three (3) year term is **Edward Keller**.

Roll Call Vote

Edward Keller Edward Sowul John Zerance

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

Motion by _____ seconded by _____ to approve Administrative Action Item B.

B. Board Vacancy

Acknowledge that Judy Micheletti has submitted a letter of interest to be considered for one of the six vacant board positions.

(Attachment 4)

Roll Call Vote

Edward Keller Edward Sowul John Zerance

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

Motion by _____ seconded by _____ to approve Administrative Action Item C.

C. Election of Officers

“The Trustees shall hold an annual organizational meeting during the month of September each year.” (Bylaws Section 2.11). “New officers shall begin their terms of office at the conclusion of the organization agenda item.” (bylaws Section 2.12.2). Trustees are asked to elect a President, Vice-President, Treasurer, Assistant Treasurer and Secretary to serve one-year terms (Bylaws Sections 3.1-3.3. Current officers are President – John Zerance; Vice President – Edward Keller; Secretary/Treasurer – Edward Sowul

The President turns the gavel over to the CEO temporarily and the CEO assumes the chair. (bylaws 2.12.2.1)

C1. Appointment of Board Secretary

Motion by ___ seconded by ___ to appoint Terri Lazar as Board Secretary.

Roll Call Vote:

Edward Keller Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____.

C2. Election of President for one (1) year term

The CEO calls for nominations of President. Any board member can make a nomination for President for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2017. Nominations do not require a second.

Nomination of _____ as **President for a one-year term by _____**

(If more than one)

Nomination of _____ as **President for a one-year term by _____**

Motion to close nominations by _____ seconded by _____

Voice Vote:

___ voted yes ___ voted no, ___ absent, ___ abstain, and motion _____

Roll call vote for nominee(s). Vote for only one nominee.

Vote on first nominee _____

Edward Keller Edward Sowul John Zerance

(If more than one)

Vote on second nominee _____

Edward Keller Edward Sowul John Zerance

New President assumes office and continues the election process.

C3. Election of Vice-President for one (1) year term

The President calls for nominations of Vice-President. Any board member can make a nomination for Vice-President for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2017. Nominations do not require a second.

Nomination of _____ as Vice-President for a one-year term by _____

(If more than one)

Nomination of _____ as Vice-President for a one-year term by _____

Motion to close nominations by _____ seconded by _____

Voice Vote:

____ voted yes ____ voted no, ____ absent, ____ abstain, and motion _____

Roll call vote for nominee(s). Vote for only one nominee.

Vote on first nominee _____

Edward Keller Edward Sowul John Zerance

(If more than one)

Vote on second nominee _____

Edward Keller Edward Sowul John Zerance

C4. Election of Treasurer for a one (1) year term

The President calls for nominations of Treasurer. Any board member can make a nomination for Treasurer for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2017. Nominations do not require a second.

Nomination of _____ as **Treasurer** for a one-year term by _____

(If more than one)

Nomination of _____ as **Treasurer** for a one-year term by _____

Motion to close nominations by _____ seconded by _____

Voice Vote:

___ voted yes ___ voted no, ___ absent, ___ abstain, and motion _____

Roll call vote for nominee(s). Vote for only one nominee.

Vote on first nominee _____

Edward Keller Edward Sowul John Zerance

(If more than one)

Vote on second nominee _____

Edward Keller Edward Sowul John Zerance

New Officers assume office and continue meeting.

Motion by _____ seconded by _____ to approve Administrative Action Items D. through G. as listed:

D. Board Meeting Schedule

Approve dates, time and location for the board meetings.
(Attachment 5)

E. Conference

Approve the attendance of Kristin Trenholm at the Homelessness Fall Liaison Meeting on October 26, 2016. Cost for travel \$48.60.

F. Conference

Approve the attendance of Amber Mausteller at the 2016 Biology Teachers Workshop at Lycoming College on November 22, 2016. Total cost is \$20.

G. Chart of Organization

Approve an updated SusQ-Cyber Charter School Organizational Chart.
(Attachment 6)

Roll Call Vote

Edward Keller Edward Sowul John Zerance

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____.

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE – Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of September 15, 2016)

Active Students - 100

Graduates - 0

Dropped Out - 9

Transferred Back - 18

Resident Districts - 36

Students over 17 (not special education) who missed more than 10 consecutive days between 9/1/16 and 9/15/16 - 0

Enrollment last year at this time - 99

B. Legislative Update

C. Audit

The annual local audit conducted by Herring and Roll will start the week of October 10, 2016.

D. IDEA

A letter was received from PDE notifying us that based on Federal Fiscal Year 2014 our LEA "meets requirements" of Part B of the IDEA for the current year.

(Attachment 6)

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING - October 25, 2016

ADJOURN

A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
October 25, 2016

MISSION STATEMENT

The SusQ-Cyber Charter School will use the Internet or other emerging technologies to deliver an educational program to high school students who are trying to obtain their high school diploma. It will deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a personalized education plan for each student that will credit them for past courses earned and outline a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals. It will be "A School Without Walls".

AGENDA

CALL TO ORDER – By the President Start Time _____

ROLL CALL

Edward Keller Judy Micheletti Edward Sowul John Zerance
_____ Present _____ Absent

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

ADMINISTRATIVE ACTION

Motion by _____ seconded by _____ to approve Administrative Action Items A and B.

A. Job Description

Approve a job description of Instructional Coach.
(Attachment 1)

B. Special Education Teacher

Approve the hiring of Lindsey Allegar-Shultz to fill the position of Instructional Coach effective November 9, 2017. The starting salary will be \$30,000.
(Attachment 2)

Roll Call Vote

Edward Keller Judy Micheletti Edward Sowul John Zerance

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

NEXT MEETING - November 15, 2016

ADJOURN

A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
December 20, 2016**

MISSION STATEMENT

The SusQ-Cyber Charter School will use the Internet or other emerging technologies to deliver an educational program to high school students who are trying to obtain their high school diploma. It will deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a personalized education plan for each student that will credit them for past courses earned and outline a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals. It will be "A School Without Walls".

AGENDA

CALL TO ORDER – By the President Start Time _____

ROLL CALL

Edward Keller Judy Micheletti Edward Sowul John Zerance

_____ Present _____ Absent

APPROVAL OF MINUTES

Motion by _____ seconded by _____ that the minutes of the October 25, 2016 meeting be approved.
(Attachment 1)

Voice Vote:

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

TREASURER'S REPORT

A. Approval of Financial Reports

Motion by _____ seconded by _____ to approve the financial reports as presented.
(Attachment 2)

Roll Call Vote:

Edward Keller Judy Micheletti Edward Sowul John Zerance

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

B. Approval of Bills

Motion by _____ seconded by _____ to approve payment of the bills as presented.
(Attachment 3)

Roll Call Vote

Edward Keller Judy Micheletti Edward Sowul John Zerance

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

ADMINISTRATIVE ACTION

Motion by _____ seconded by _____ to approve Administrative Action Items A through F.

A. Advertisement

Approve advertising to fill the positions of Social Studies Teacher for the 17/18 school year.

B. Conference

Approve the attendance of Terri Lazar at the 2017 PDE Data Summit 3/12/17 through 3/15/17. Cost is \$730. Data quality and data governance are the focus of this PDE training.

C. Conference

Confirm the attendance of Elizabeth Shotwell at the PDE SAS Institute 12/5/16 and 12/6/16. PDE offers this opportunity for teachers to expand their personalized learning toolkit. Registration cost was \$100.

D. Conference

Approve the attendance of Lindsey Allegar-Shultz at SAS Portal Training on 2/15/17 in Scranton. This training will assist Pennsylvania educators in planning and implementing effective curricular and instructional practices to increase student learning. There is no registration fee.

E. Conference

Approve the attendance of Lindsey Allegar-Shultz at K-12 SAP Training 3/8/17 through 3/10/17 at the Northeastern Educational IU in Archbald. This training is required to become a member of the SAP team. The purpose is to help students overcome any barriers they may have that hinder their success. Cost is \$330.

F. Conference

Approve the attendance of Christine Smith at the Defiant Students Seminar in King of Prussia on 1/23/17. The purpose of this conference is to educate teachers in ways they can help behaviorally difficult students take healthy responsibility for their behaviors and outcomes. Cost is \$149.

Roll Call Vote

Edward Keller Judy Micheletti Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____

CEO EVALUATION COMMITTEE - Edward Keller

MARKETING COMMITTEE - Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE - Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE - Patricia Leighow

CEO REPORT

A. Enrollment (as of December 14, 2016)

Active Students - 97

Graduates - 0

Dropped Out - 22

Transferred Back - 25

Resident Districts - 32

Students over 17 (not special education) who missed more than 10 consecutive days between 10/26/16 and 12/14/16 - 0

Enrollment last year at this time - 112

INFORMATIONAL ITEMS

A. Elizabeth Shotwell, Social Studies Teacher, will be leaving at the end of the 16/17 school year.

B. Bloomsburg University Alliance Group

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING - January 24, 2017

ADJOURN

A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
January 24, 2017**

MISSION STATEMENT

The SusQ-Cyber Charter School will use the Internet or other emerging technologies to deliver an educational program to high school students who are trying to obtain their high school diploma. It will deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a personalized education plan for each student that will credit them for past courses earned and outline a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals. It will be "A School Without Walls".

AGENDA

CALL TO ORDER - By the President Start Time _____

ROLL CALL

Edward Keller Judy Micheletti Edward Sowul John Zerance

_____ Present _____ Absent

APPROVAL OF MINUTES

Motion by _____ seconded by _____ that the minutes of the December 20, 2016 meeting be approved.

(Attachment 1)

Voice Vote:

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____.

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

TREASURER'S REPORT

A. Approval of Financial Reports

Motion by _____ seconded by _____ to approve the financial reports as presented.

(Attachment 2)

Roll Call Vote:

Edward Keller Judy Micheletti Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____,

B. Approval of Bills

Motion by _____ seconded by _____ to approve payment of the bills as presented.
(Attachment 3)

Roll Call Vote

Edward Keller Judy Micheletti Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____,

ADMINISTRATIVE ACTION

Motion by _____ seconded by _____ to approve Administrative Action Items A through G.

A. Special Education Paraprofessional

Approve the hiring of Charlene Woodley to fill the position of Paraprofessional-Special Education with a starting salary of \$10/hour, not to exceed 30 hours/week.

B. Social Studies Teacher

Approve the hiring of Patrick Ritter as Social Studies Teacher with a starting salary of \$41,780. Patrick will be provided with all insurance benefits. Effective start date will be June 5, 2017 so he will be available to teach summer school.

C. Achieve3000

Confirm the purchase of Achieve3000. This is a method of online differentiated instruction engaging all learners at their individual reading levels and challenges them to improve their literacy skills. Cost is \$9,384 for a license covering usage until June 30, 2018.

D. Early Graduates

Approve the early graduation of Dane Bodman, Kaitlyn Deysher, Skylar Irvine and Eric Shull. They have completed all requirements needed to graduate. Potential early graduates are Paige Hubler and Lindsey Young. Their early graduation will depend on their final grades.

E. Policy #913

Approve the revision of Other Insurance Policy #913.
(Attachment 4)

F. PowerSchool

Approve the renewal of Power School, our student information system. Cost for one year is \$3,032.50.

G. Conference

Approve the attendance of Ryan Craig at the Pennsylvania Educational Technology Expo and Conference on February 12 through February 15, 2017. Current technology issues, trends and product information will be offered. Cost is \$339.63 and will be paid from the technology travel budget.

Roll Call Vote

Edward Keller Judy Micheletti Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – John Barrett, Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE – Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of January 19, 2017)

Active Students – 105

Graduates – 4 definite, 2 maybe

Dropped Out – 19

Transferred Back – 66

Resident Districts – 35

Students over 17 (not special education) who missed more than 10 consecutive days between 12/15/16 and 1/19/17 - 0

Enrollment last year at this time – 117

B. Legislative Update

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING – February 28, 2017

ADJOURN

A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
March 28, 2017

MISSION STATEMENT

The SusQ-Cyber Charter School will use the Internet or other emerging technologies to deliver an educational program to high school students who are trying to obtain their high school diploma. It will deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a personalized education plan for each student that will credit them for past courses earned and outline a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals. It will be "A School Without Walls".

AGENDA

CALL TO ORDER – By the President Start Time _____

ROLL CALL

Edward Keller Judy Micheletti Edward Sowul John Zerance

_____ Present _____ Absent

APPROVAL OF MINUTES

Motion by _____ seconded by _____ that the minutes of the January 24, 2017 meeting be approved.
(Attachment 1)

Voice Vote:

_____ voted yes, _____ voted no, _____ absent, _____ abstain, and motion _____

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

TREASURER'S REPORT

A. Approval of Financial Reports

Motion by _____ seconded by _____ to approve the financial reports as presented.
(Attachment 2)

Roll Call Vote:

Edward Keller Judy Micheletti Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____,

B. Approval of Bills

Motion by _____ seconded by _____ to approve payment of the bills as presented.
(Attachment 3)

Roll Call Vote

Edward Keller Judy Micheletti Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____,

ADMINISTRATIVE ACTION

Motion by _____ seconded by _____ to approve Administrative Action Items A through W.

A. Course Proposal

Approve a course proposal by Amber Mausteller, Kitchen Chemistry
(Attachment 4)

B. Course Proposal

Approve a course proposal by Amber Mausteller, Scientific Measurements and Matter
(Attachment 5)

C. Course Proposal

Approve a course proposal by Amber Mausteller, Motion and Energy
(Attachment 6)

D. Course Proposal

Approve a course proposal by Amber Mausteller, Introduction to Chemistry
(Attachment 7)

E. Course Proposal

Approve a course proposal by Amber Mausteller, Applications of Chemistry
(Attachment 8)

F. Course Proposal

Approve a course proposal by Amber Mausteller, Ecology
(Attachment 9)

- G. Course Proposal**
Approve a course proposal by Caleb Petrin, Child Development
(Attachment 10)
- H. Course Proposal**
Approve a course proposal by Christine Smith, Career Language Arts B
(Attachment 11)
- I. Course Proposal**
Approve a course proposal by Christine Smith, English 3-A
(Attachment 12)
- J. Course Proposal**
Approve a course proposal by Christine Smith, English 3-B
(Attachment 13)
- K. Course Proposal**
Approve a course proposal by Christine Smith, English 4-A
(Attachment 14)
- L. Course Proposal**
Approve a course proposal by Christine Smith, English 4-B
(Attachment 15)
- M. Course Proposal**
Approve a course proposal by Christine Smith, Career Language Arts A
(Attachment 16)
- N. Calendar**
Approve the 2017-2018 School Calendar
(Attachment 17)
- O. Field Trip**
Approve a field trip to Baltimore National Aquarium. Cost to the school is \$1,135. The balance will be paid by the students.
(Attachment 18)
- P. School Nurse**
Approve an agreement with Myra Golomb, RN to provide nursing services for the 2017-2018 school year.
(Attachment 19)
- Q. Summer School**
Approve the summer school program to run from June 13, 2017 through July 19, 2017. Instructors will receive \$25 per day. Fees for the courses will be \$150 each. Students with financial needs will be given consideration for a fee-waiver.

R. Part-time to Full-time Position

Approve changing Kim Breiner's position to full-time. New truancy legislation requires additional work to meet the guidelines. The position will be effective for the 17-18 school year. Kim will act as the school's Truancy Officer.
(Attachment 20)

S. Elimination of Position

Approval to eliminate the position of Student Recruiter and Retention Specialist.

T. Edmentum

Approve the purchase of Fixed for Assessment with Prescriptions (Core Library Program License for the remainder of the 16/17 school year and the 17/18 school year. Total cost is \$5,290.70.
(Attachment 21)

U. Technology Request

Approve a service contract with Dauphin DataCom to provide new phones and service. Cost is \$10,967.65.
(Attachment 22)

V. Apple

Approve the purchase of new computer equipment. Total cost is \$128,523.
(Attachment 23)

W. Leave of Absence

Acknowledge a short-term disability period beginning 2/3/17 for employee #0693.

Roll Call Vote

Edward Keller Judy Micheletti Edward Sowul John Zerance

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____.

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE – Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of March 24, 2017)

Active Students - 98

Graduates - 6

Dropped Out - 27

Transferred Back - 33

Resident Districts - 35

Students over 17 (not special education) who missed more than 10
consecutive days between 1/24/17 and 3/24/17 - 0

Enrollment last year at this time - 117

B. Legislative Update

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING - April 25, 2017

ADJOURN

A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
March 28, 2017**

ADDENDUM TO AGENDA

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

Ryan Craig, IT Support Specialist, will be present to address Items U. and V. on the agenda.

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
May 9, 2017

MISSION STATEMENT

The SusQ-Cyber Charter School will use the Internet or other emerging technologies to deliver an educational program to high school students who are trying to obtain their high school diploma. It will deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a personalized education plan for each student that will credit them for past courses earned and outline a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals. It will be "A School Without Walls".

AGENDA

CALL TO ORDER - By the President Start Time _____

ROLL CALL

Edward Keller Judy Micheletti Edward Sowul

_____ Present _____ Absent

APPROVAL OF MINUTES

Motion by _____ seconded by _____ that the minutes of the March 28, 2017 meeting be approved.

(Attachment 1)

Voice Vote:

_____ voted yes, _____ voted no, _____ absent, _____ abstain, and motion _____

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

TREASURER'S REPORT

A. Approval of Financial Reports

Motion by _____ seconded by _____ to approve the financial reports as presented.
(Attachment 2)

Roll Call Vote:

Edward Keller Judy Micheletti Edward Sowul

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

B. Approval of Bills

Motion by _____ seconded by _____ to approve payment of the bills as presented.
(Attachment 3)

Roll Call Vote

Edward Keller Judy Micheletti Edward Sowul

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

ADMINISTRATIVE ACTION

Motion by _____ seconded by _____ to approve Administrative Action Items A through H.

A. School Physician

Approve Dr. Jessica Pagana-Defasio as the school physician. The retainer fee is \$500 and physical exams are \$75.

B. School Dentist

Approve Dr. Padner as the school dentist. There is no retainer fee required. Dental exam fees would be charged at their established rates.

C. Graduates

Approve the potential graduates for May 2017 – Sara Amick, Kristen Bardo, Joseph Boscolovich, Ayden Branas, Bethany Finch, Angel Foust, Hallie Garancosky, Coby Grimaud, Tyler Hubbell, Jessica Keefer, Nick Keller, Wildianerys Mercado-Rivera, Quinn Muldowney, Abigale Mummey, Amylynn O’Kane, Gabrielle Schmidt, Corinna Slusser, Felicity Snyder, Makayla Sparks, Jazlynn Sprenkel, Brenda Torres, Kierra Whaley, Cindy Wu, Colby Young

D. Contracts and Leases for 2017-2018

Confirm authorization for the CEO to approve leases or contracts for equipment of services if the Board has previously approved the expenditures through Board action or has approved the expenditure as a line item in the annual adopted budget of the Cyber Charter School. Such leases are to be reported to the Board at the next regular board meeting for confirmation by the Trustees.

E. Grants in 2017-2018

Confirm authorization for the CEO to apply for any Federal, State or Local grants for which the SusQ-Cyber Charter School qualifies in the 2017-2018 school year, with a report to the Board at the next regular board meeting.

F. Conference

Approve attendance of Kristin Trenholm at the Pennsylvania Association for College Admission Counseling Summer Institute at Bucknell University July 17, 18, 19, 2017. Registration cost is \$375.

G. Lease Agreement

Approve a lease agreement with Pitney Bowes for rental of a postage machine. The monthly cost is \$50.66.
(Attachment 4)

H. Resolution

Approve Resolution of the SusQ-Cyber Charter School Board of Trustees, establishing fund balance policies as required by GASB 54.
(Attachment 5)

Roll Call Vote

Edward Keller Judy Micheletti Edward Sowul

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____.

I. Board Member Resignation

Motion by ___ seconded by ___ to accept, with regret, the resignation of John Zerance effective immediately. John has served on the board of trustees since 2007.
(Attachment 6)

Roll Call Vote

Edward Keller Judy Micheletti Edward Sowul

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____.

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE – Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of May 5, 2017)

Active Students – 90

Graduates - 6

Dropped Out – 34

Transferred Back – 38

Resident Districts – 33

Students over 17 (not special education) who missed more than 10 consecutive days between 3/25/17 and 5/5/17 - 0

Enrollment last year at this time – 115

B. Legislative Update

INFORMATIONAL ITEMS

A. Board Members, Sunshine Act & Social Media
(Attachment 7)

B. Field Trip
21 attended the field trip to the Baltimore National Aquarium. This included staff, students and family members.

C. Budget Discussion
(Attachment 8)

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING – June 27, 2017

ADJOURN

A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
August 31, 2017
Special Board Meeting

MINUTES

President Edward Keller called the teleconference meeting to order at 5:08 pm.

Present: Edward Keller, Judy Micheletti

Also Present: Terri Lazar, Patricia Leighow

Absent: Edward Sowul

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

President Edward Keller called for anyone present who wished to address the board.

ADMINISTRATIVE ACTION

Judy Micheletti moved and Edward Keller seconded to approve Administrative Action Items A. and B.

A. Special Education Teacher

Approve the hiring of Stephen Trevino as Instructional Coach with a starting salary of \$41,780. Stephen will be provided with all insurance benefits. Effective start date to be determined.

(Attachment 1)

B. Transition Coordinator

Approve a stipend of \$5,000 for Lindsey Allegar-Shultz who will hold the position of Transition Coordinator beginning the 17/18 school year.

VOTING YES: Edward Keller, Judy Micheletti

VOTING NO: None

ABSENT: Edward Sowul

MOTION CARRIED

NEXT MEETING - To be determined

ADJOURN

Judy Micheletti moved and Edward Keller seconded to adjourn the meeting at 5:12 pm.

Respectfully submitted: _____
Terri Lazar, Secretary Date

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
September 19, 2017**

MINUTES

President Edward Keller called the meeting to order at 7:02 pm.

Present: Edward Keller, Judy Micheletti, Roy Horsfield

Also Present: Terri Lazar, Patricia Leighow

APPROVAL OF MINUTES

Judy Micheletti moved and Edward Keller seconded to approve the minutes of the August 31, 2017 meeting.

Motion carried by affirmative voice vote.

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

Vernon Roy Horsfield was in attendance. Mr. Horsfield expressed his interest to join our Board of Trustees.

A. Board Member Resignation

Judy Micheletti moved and Edward Keller seconded to accept, with regret, the resignation of Edward Sowul effective immediately. Ed has served on the board of trustees since 2000.

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

B. Board Vacancy

Acknowledge that Vernon Roy Horsfield has submitted a letter of interest to be considered for one of the seven vacant board positions.

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

TREASURER'S REPORT

B. Approval of Financial Reports

Judy Micheletti moved and Roy Horsfield seconded to approve the financial reports as presented.

Roll Call Vote:

VOTING YES: Roy Horsfield, Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

C. Approval of Bills

Roy Horsfield moved and Judy Micheletti seconded to approve payment of the bills as presented.

Roll Call Vote

VOTING YES: Roy Horsfield, Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

ADMINISTRATIVE ACTION

A. Election of Officers

The Trustees shall hold an annual organizational meeting during the month of September each year." (Bylaws Section 2.11). "New officers shall begin their terms of office at the conclusion of the organization agenda item." (bylaws Section 2.12.2). Trustees are asked to elect a President, Vice-President, Treasurer, Assistant Treasurer and Secretary to serve one-year terms (Bylaws Sections 3.1-3.3. Current officers are President – Edward Keller; Vice President - Vacant; Treasurer – Vacant; Secretary – Terri Lazar

The President turns the gavel over to the CEO temporarily and the CEO assumes the chair. (bylaws 2.12.2.1)

A1. Appointment of Board Secretary

Edward Keller moved and Roy Horsfield seconded to appoint Terri Lazar as Board Secretary.

Roll Call Vote:

VOTING YES: Roy Horsfield, Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

A2. Election of President for one (1) year term

The CEO calls for nominations of President. Any board member can make a nomination for President for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2018. Nominations do not require a second.

Nomination of **Edward Keller** as President for a one-year term by Judy Micheletti.

Motion by Judy Micheletti and seconded by Roy Horsfield to close nomination.

Motion carried by affirmative voice vote

Roll call vote for nominee Edward Keller.

VOTING YES: Roy Horsfield, Judy Micheletti

VOTING NO: None

ABSTAIN: Edward Keller

Edward Keller was elected President for a one-year term.

New President assumes office and continues the election process.

A3. Election of Vice-President for one (1) year term

There will not be a Vice-President appointed at this time.

A4. Election of Treasurer for a one (1) year term

The President calls for nominations of Treasurer. Any board member can make a nomination for Treasurer for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2018. Nominations do not require a second.

Nomination of Judy Micheletti as Treasurer for a one-year term by Edward Keller.

Motion by Roy Horsfield and seconded by Edward Keller to close nominations.

Motion carried by affirmative voice vote.

Roll call vote for nominee Judy Micheletti.

VOTING YES: Edward Keller, Roy Horsfield

VOTING NO: None

ABSTAIN: Judy Micheletti

Judy Micheletti was elected Treasurer for a one-year term.

New Officers assume office and continue meeting.

Motion by Judy Micheletti and seconded by Roy Horsfield to approve Administrative Action Item B. through D.

B. Resignation

Approval to accept the resignation of Rachel Hasay, Transition Coordinator.

C. Board Meeting Schedule

Approval of dates, time and location for the board meetings.

Discussion was held regarding holding meetings on an a quarterly or as needed basis.

D. Conference Attendance

Approval for Ryan Craig to attend the PETE&C Conference at the Hershey Lodge and Convention Center February 11-14, 2018. Total cost not to exceed \$857.

Roll Call Vote

VOTING YES: Roy Horsfield, Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller

FAMILY FUN NIGHT COMMITTEE – Terri Lazar, Caleb Petrin

A family fun night is being planned for October 20, 2017.

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of September 15, 2017)

Active Students – 75

Graduates - 0

Dropped Out – 5

Transferred Back – 20

Resident Districts – 23

Students over 17 (not special education) who missed more than 10 consecutive days between 7/12/17 and 9/15/17 - 0

Enrollment last year at this time – 93

B. Legislative Update

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING – To be determined.

ADJOURN

Motion by Roy Horsfield seconded by Judy Micheletti to adjourn at 7:27 pm.

Respectfully submitted: _____
Terri Lazar Date

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
November 28, 2017**

MINUTES

President Edward Keller called the teleconference meeting to order at 7:01 pm.

Present: Roy Horsfield, Edward Keller, Judy Micheletti

Also Present: Terri Lazar, Patricia Leighow

APPROVAL OF MINUTES

Judy Micheletti moved and Roy Horsfield seconded to approve the minutes of the September 29, 2017 meeting.

Motion carried by affirmative voice vote.

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

President Edward Keller called for anyone present who wished to address the board.

TREASURER'S REPORT

B. Approval of Financial Reports

Roy Horsfield moved and Judy Micheletti seconded to approve the financial reports as presented.

Roll Call Vote:

VOTING YES: Roy Horsfield, Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

C. Approval of Bills

Judy Micheletti moved and Roy Horsfield seconded to approve payment of the bills as presented.

Roll Call Vote

VOTING YES: Roy Horsfield, Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

EXECUTIVE SESSION

An executive session to discuss personnel was held at 7:05.

RECONVENE

The meeting reconvened at 7:18 pm.

ADMINISTRATIVE ACTION

Roy Horsfield moved and Judy Micheletti seconded to approve Administrative Action Items A. through K.

A. Unpaid Day

Approve that Ryan Craig will not collect his salary for Friday, November 10, 2017.

B. Conference

Acknowledge attendance of Caleb Petrin at the Project Elect & Pinnacle Place Advisory Board Meeting. This is an advisory board meeting for Project Elect & Pinnacle Place Maternity Group Home. There was no fee.

C. Conference

Acknowledge attendance of Kristin Trenholm at the Community Advisory Board Meeting, which offered collaboration with other service providers. There was no fee.

D. Conference

Acknowledge the attendance of Kristin Trenholm at the Homelessness Meeting at IU 18 in Kingston. Information was presented pertaining to homelessness law. There was no fee.

E. Conference Attendance

Approval for Ryan Craig to attend the 4th quarter Infracard Central PA Meeting to discuss/learn about cyber security concerns. There is no fee.

F. Conference Attendance

Approval for Lindsey Allegar-Shultz to attend the Preparing Transition Age Youth with Autism for Employment Conference at the Blast IU 17 in Williamsport. As transition coordinator, this will provide valuable information in helping a student with autism transition to employment. There is no fee.

G. Conference Attendance

Approval for Kristin Trenholm to attend 504 Training at PaTTAN to obtain more information for 504 Plan developments. There is no fee.

H. Conference Attendance

Approval for Kristin Trenholm to attend the Foster Care Meeting at the IU 18, Kingston. Information regarding foster care laws as it pertains to ESSA will be offered. There is no fee.

I. Conference Attendance

Approval for Christine Smith to attend the Teaching Self-Regulation Conference in New York, NY. This conference is to help in understanding and assisting students in development of growth-mindset and self-regulation. Registration is \$219.

J. Comprehensive Plan

Acknowledge submission of the Comprehensive Plan.

K. Policy #915 – Acceptable Usage Policy

Approve revision of the Acceptable Usage Policy.
(Attachment 4)

Roll Call Vote

VOTING YES: Roy Horsfield, Edward Keller, Judy Micheletti

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller

FAMILY FUN NIGHT COMMITTEE – Terri Lazar, Caleb Petrin

A family fun night was held October 20, 2017 at the Midway Bowling Lanes. Approximately 40 people attended.

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

SusQ-Cyber Charter School has been approved as a college board testing site.

CEO REPORT

A. **Enrollment** (as of November 21, 2017)

Active Students – 69

Graduates - 0

Dropped Out – 20

Transferred Back – 30

Resident Districts – 28

Students over 17 (not special education) who missed more than 10 consecutive days between 9/16/17 and 11/21/17 - 0

Enrollment last year at this time – 94

B. **Legislative Update**

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

Discussion was held regarding a student trip to New York. Sheetz coupon books will be used as a fundraiser for the trip.

NEXT MEETING – To be determined based on needs.

ADJOURN

Roy Horsfield moved and Judy Micheletti seconded to adjourn the meeting at 7:32 pm.

Respectfully submitted: _____
Terri Lazar, Secretary Date

B. Approval of Bills

Edward Sowul moved and John Zerance seconded to approve payment of the bills as presented.

(Attachment 3)

Roll Call Vote

VOTING YES: Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

ADMINISTRATIVE ACTION

John Zerance moved and Edward Sowul seconded to approve Administrative Action Items A. through R.

A. Annual Report

Acknowledge submission of the Annual Report.

B. Staff Handbook

Approve the 2016-2017 Staff Handbook.

(Attachment 4)

C. Student/Parent Handbook

Approve the 2016-2017 Student/Parent Handbook.

(Attachment 5)

D. Job Description

Approve a revision of the Office Support Assistant Job description.

(Attachment 6)

E. Job Description

Approve a revision of the Coordinator of Student Services Job Description.

(Attachment 7)

F. Job Description

Approve a revision to the Executive Assistant to the CEO Job Description.

(Attachment 8)

G. Job Description

Approve a revision of the Special Education Supervisor/Coordinator Job Description.

(Attachment 9)

H. Special Education Teacher

Approve the hiring of Rox-Ann Reifer to fill the position of Special Education Teacher with a starting teacher salary of \$39,725. Rox-Ann will be provided with all insurance benefits.

I. Special Education Supervisor

Approve Rox-Ann Reifer as Special Education Supervisor.

J. Special Education Supervisor Stipend

Approve a stipend for Rox-Ann Reifer to serve as Special Education Supervisor in the amount of \$5,275. This will enable SusQ-Cyber to comply with PDE's Memorandum of Effort for Special Education.

K. Support Personnel Position

Approve the hiring of Kimberly Breiner to fill the Support Personnel Position with a starting salary of \$12 per hour. This is a part-time position with no benefits

L. Spanish Consultant

Approve Cynthia Schroll as a consultant to teach Spanish as needed. Cynthia will be paid \$25 per day. There are no benefits with this position.

M. Student Recruiter and Retention Specialist

Approve John Barrett as Student Recruiter and Retention Specialist. This will be a contracted position with fees base on 20% of tuition for any new student recruit and 5% for the direct retention of any student. This position requires a laptop not to exceed \$950, straight talk phone not to exceed \$45 monthly and a travel allowance of \$500 per year.

N. Guyette

Approve a maintenance agreement with Guyette Communication for the phone system and voice mail. This is an annual, contract and cost is \$864.
(Attachment 10)

O. Training Course

Approve the purchase of Own It! Mindset Training Course. This is live student training and teacher professional development. Own It! is a curriculum that emphasizes student ownership in their education. Goals of the program include increase in student retention, increase in on time program completion, increase in parental involvement and reduction in truancy. Cost is not to exceed \$5,500.

P. Annual Reorganization Meeting

The Board of Trustees is hereby notified of the meeting to be held on September 27, 2016. Officers for September 2016 to September 2017 will be elected and the Board will ratify the calendar of meetings.

Q. Expiring Board Member Term

The term of Edward Keller will expire at the September, 2016 Reorganization Board Meeting. The By-Laws provide for the procedure to fill these vacancies. Edward Keller has been notified according to the By-laws.

2.6 Nomination and Election: Except as provided below, a member whose term is expiring may run for re-election at any time. Nominations shall be solicited and collected by the Chief Executive Officer not sooner than forty-five (45) days nor later than thirty (30) days prior to any election and compiled to form ballots which will be mailed to all parents/guardians of Cyber School students. In the event that there is only one nominee for each of the three vacant board positions then in place of a ballot being sent to every member of the Cyber School, the Board President shall direct the Board Secretary to cast a unanimous ballot for the existing nominees.

The members of the school community have been notified of the vacancies and possibility these Board members may choose to be reelected. Any member of the Board or member of the community who chooses to run must notify the CEO by September 11, 2015 of their desire to be nominated to one of these seats. A ballot will be distributed to all members of the Cyber School Community unless there is only one candidate for each seat in which case the Board Secretary will be directed to cast a unanimous ballot for the nominees on the ballot.

R. Date Change of Reorganizational Meeting

Approve changing the date for the annual reorganization meeting from September 27, 2016 to September 20, 2016.

Roll Call Vote

VOTING YES: Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE – Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of August 16, 2016)
Active Students – 90

B. Legislative Update

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
September 20, 2016**

MINUTES

President John Zerance called the meeting to order at 7:00 pm.

Present: Edward Keller, Edward Sowul, John Zerance

Also Present: Terri Lazar, Patricia Leighow

Visitor: Judy Micheletti

APPROVAL OF MINUTES

Edward Keller moved and Edward Sowul seconded to approve the minutes of the September 20, 2016.

Motion carried by affirmative voice vote.

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

Judy Micheletti was in attendance. Judy expressed her interest to join our Board of Trustees.

TREASURER'S REPORT

A. Approval of Financial Reports

Edward Sowul moved and Edward Keller seconded to approve the financial reports as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

B. Approval of Bills

Edward Sowul moved and Edward Keller seconded to approve payment of the bills as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

A quorum was needed to conduct business but did not have enough members present to make motions from the floor. President John Zerance temporarily turned the gavel over to CEO Patricia Leighow.

ADMINISTRATIVE ACTION

Edward Sowul moved and John Zerance seconded to approve Administrative Action Item A.

A. Balloting to Fill One Expiring Board Positions

At this meeting there are three expired and three expiring board positions. As directed by the By-law's, these positions were advertised by mail to all the member families of SusQ-Cyber Charter School. One of the existing board members has indicated their desire to continue on the Board for another term. Since there is only one candidate to fill the expired/expiring positions it is unnecessary to hold an election. Instead, the CEO requests the Board to cast a unanimous ballot for the one candidate for these board positions. The term for the Board member will be from the reorganization meeting tonight, September 20, 2016 to the reorganization meeting to be held in September 2019. The existing Board Member who agreed to serve an additional three (3) year term is **Edward Keller**.

Roll Call Vote

VOTING YES: Edward Keller, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

Edward Keller moved and Edward Sowul seconded to approve Administrative Action Item **B.**

B. Board Vacancy

Acknowledge that Judy Micheletti has submitted a letter of interest to be considered for one of the six vacant board positions.

Roll Call Vote

VOTING YES: Edward Keller, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

C. Election of Officers

"The Trustees shall hold an annual organizational meeting during the month of September each year." (Bylaws Section 2.11). "New officers shall begin their terms of office at the conclusion of the organization agenda item." (bylaws Section 2.12.2). Trustees are asked to elect a President, Vice-President, Treasurer, Assistant Treasurer and Secretary to serve one-year terms (Bylaws Sections 3.1-3.3. Current officers are President – John Zerance; Vice President – Edward Keller; Secretary/Treasurer – Edward Sowul

C1. Appointment of Board Secretary

Edward Sowul moved and John Zerance seconded to appoint Terri Lazar as Board Secretary. If anything is found to be in violation of school code with this appointment, it will be addressed at the next Board of Trustees Meeting.

Roll Call Vote:

VOTING YES: Edward Keller, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

C2. Election of President for one (1) year term

The CEO calls for nominations of President. Any board member can make a nomination for President for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2017. Nominations do not require a second.

Nomination of **Edward Keller** as President for a one-year term by John Zerance.

Motion by Edward Sowul and seconded by John Zerance to close nominations.

Motion carried by affirmative voice vote.

Roll call vote for nominee Edward Keller

VOTING YES: Judy Micheletti, Edward Sowul, John Zerance

VOTING NO: None

ABSTAIN: Edward Keller

Edward Keller was elected President for a one-year term.

New President assumes office and continues the election process.

C3. Election of Vice-President for one (1) year term

The President calls for nominations of Vice-President. Any board member can make a nomination for Vice-President for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2017. Nominations do not require a second.

Nomination of **John Zerance** as Vice-President for a one-year term by Edward Sowul.

Motion by Edward Sowul seconded by John Zerance to close nominations.

Motion carried by affirmative voice vote.

Roll call vote for nominee John Zerance

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

ABSTAIN: John Zerance

John Zerance was elected Vice-President for a one-year term.

C4. Election of Treasurer for a one (1) year term

The President calls for nominations of Treasurer. Any board member can make a nomination for Treasurer for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2017. Nominations do not require a second.

Nomination of **Edward Sowul** as Treasurer for a one-year term by John Zerance

Motion by John Zerance and seconded by Edward Sowul to close nominations

Motion carried by affirmative voice vote

Roll call vote for nominee Edward Sowul

VOTING YES: Edward Keller, Judy Micheletti, John Zerance

VOTING NO: None

ABSTAIN: Edward Sowul

Edward Sowul was elected Treasurer for a one-year term.

New Officers assume office and continue meeting.

Motion by Edward Sowul and seconded by John Zerance to approve Administrative Action Items D. through G. as listed:

D. Board Meeting Schedule

Approve dates, time and location for the board meetings.
(Attachment 5)

E. Conference

Approve the attendance of Kristin Trenholm at the Homelessness Fall Liaison Meeting on October 26, 2016. Cost for travel \$48.60.

F. Conference

Approve the attendance of Amber Mausteller at the 2016 Biology Teachers Workshop at Lycoming College on November 22, 2016. Total cost is \$20.

G. Chart of Organization

Approve an updated SusQ-Cyber Charter School Organizational Chart.
(Attachment 6)

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE – Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of September 15, 2016)

Active Students – 100

Graduates - 0

Dropped Out – 9

Transferred Back – 18

Resident Districts – 36

Students over 17 (not special education) who missed more than 10 consecutive days between 9/1/16 and 9/15/16 - 0

Enrollment last year at this time – 99

B. Legislative Update

C. Audit

The annual local audit conducted by Herring and Roll will start the week of October 10, 2016.

D. IDEA

A letter was received from PDE notifying us that based on Federal Fiscal Year 2014 our LEA “meets requirements” of Part B of the IDEA for the current year.

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING – October 25, 2016

ADJOURN

Motion by Edward Sowul seconded by John Zerance to adjourn at 7:43 pm.

Respectfully submitted: _____
Terri Lazar, Secretary Date

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
October 25, 2016**

MINUTES

President Edward Keller called the teleconference meeting to order at 7:00 pm.

Present: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

Also Present: Terri Lazar, Patricia Leighow

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

President Edward Keller called for anyone present who wished to address the board.

ADMINISTRATIVE ACTION

Edward Sowul moved and John Zerance seconded to approve Administrative Action Items A. and B.

A. Job Description

Approve a job description of Instructional Coach.
(Attachment 1)

B. Special Education Teacher

Approve the hiring of Lindsey Allegar-Shultz to fill the position of Instructional Coach effective November 9, 2017. The starting salary will be \$30,000.
(Attachment 2)

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

NEXT MEETING – November 15, 2016

ADJOURN

John Zerance moved and Edward Sowul seconded to adjourn the meeting at 7:04 pm.

Respectfully submitted: _____
Terri Lazar, Secretary Date _____

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
December 20, 2016**

MINUTES

President Edward Keller called the teleconference meeting to order at 7:00 pm.

Present: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

Also Present: Terri Lazar, Patricia Leighow

APPROVAL OF MINUTES

John Zerance moved and Edward Sowul seconded to approve the minutes of the October 25, 2016 meeting.

MOTION CARRIED BY AFFIRMATIVE VOICE VOTE

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

President Edward Keller called for anyone present who wished to address the board.

TREASURER'S REPORT

A. Approval of Financial Reports

Edward Sowul moved and Judy Micheletti seconded to approve the financial reports as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

B. Approval of Bills

Edward Sowul moved and John Zerance seconded to approve payment of the bills as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

ADMINISTRATIVE ACTION

Edward Sowul moved and John Zerance seconded to approve Administrative Action Item A. through G. as listed:

A. Advertisement

Approve advertising to fill the positions of Social Studies Teacher for the 17/18 school year.

B. Conference

Approve the attendance of Terri Lazar at the 2017 PDE Data Summit 3/12/17 through 3/15/17. Cost is \$730. Data quality and data governance are the focus of this PDE training.

C. Conference

Confirm the attendance of Elizabeth Shotwell at the PDE SAS Institute 12/5/16 and 12/6/16. PDE offers this opportunity for teachers to expand their personalized learning toolkit. Registration cost was \$100.

D. Conference

Approve the attendance of Lindsey Allegar-Shultz at SAS Portal Training on 2/15/17 in Scranton. This training will assist Pennsylvania educators in planning and implementing effective curricular and instructional practices to increase student learning. There is no registration fee.

E. Conference

Approve the attendance of Lindsey Allegar-Shultz at K-12 SAP Training 3/8/17 through 3/10/17 at the Northeastern Educational IU in Archbald. This training is required to become a member of the SAP team. The purpose is to help students overcome any barriers they may have that hinder their success. Cost is \$330.

F. Conference

Approve the attendance of Christine Smith at the Defiant Students Seminar in King of Prussia on 1/23/17. The purpose of this conference is to educate teachers in ways they can help behaviorally difficult students take healthy responsibility for their behaviors and outcomes. Cost is \$149.

G. Equipment purchase

Approve the purchase of two dedicated 30 amp circuits to power the new server racks from Minnicks Electric/Vacuflow, Inc.. This will improve the power quality and will be more reliable. Total cost is \$1,543.76.

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE – Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of December 14, 2016)

Active Students – 97

Graduates – 0

Dropped Out – 22

Transferred Back – 25

Resident Districts – 32

Students over 17 (not special education) who missed more than 10 consecutive days between 10/26/16 and 12/14/16 – 0

Enrollment last year at this time – 112

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
January 24, 2017**

MINUTES

President Edward Keller called the teleconference meeting to order at 7:09 pm.

Present: Edward Keller, Judy Micheletti, Edward Sowul

Also Present: Terri Lazar, Patricia Leighow

Absent: John Zerance

APPROVAL OF MINUTES

Edward Sowul moved and Judy Micheletti seconded to approve the minutes of the December 20, 2016 meeting.

MOTION CARRIED BY AFFIRMATIVE VOICE VOTE

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

President Edward Keller called for anyone present who wished to address the board.

TREASURER'S REPORT

A. Approval of Financial Reports

Edward Sowul moved and Judy Micheletti seconded to approve the financial reports as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

B. Approval of Bills

Edward Sowul moved and Judy Micheletti seconded to approve payment of the bills as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

ADMINISTRATIVE ACTION

Judy Micheletti moved and Edward Sowul seconded to approve Administrative Action Items A through H.

A. Special Education Paraprofessional

Approve the hiring of Charlene Woodley to fill the position of Paraprofessional-Special Education with a starting salary of \$10/hour, not to exceed 30 hours/week.

B. Social Studies Teacher

Approve the hiring of Patrick Ritter as Social Studies Teacher with a starting salary of \$41,780. Patrick will be provided with all insurance benefits. Effective start date will be June 5, 2017 so he will be available to teach summer school.

C. Achieve3000

Confirm the purchase of Achieve3000. This is a method of online differentiated instruction engaging all learners at their individual reading levels and challenges them to improve their literacy skills. Cost is \$9,384 for a license covering usage until June 30, 2018.

D. Early Graduates

Approve the early graduation of Dane Bodman, Kaitlyn Deysher, Skylar Irvine and Eric Shull. They have completed all requirements needed to graduate. Potential early graduates are Paige Hubler and Lindsey Young. Their early graduation will depend on their final grades.

E. Policy #913

Approve the revision of Other Insurance Policy #913.

F. PowerSchool

Approve the renewal of Power School, our student information system. Cost for one year is \$3,032.50.

G. Conference

Approve the attendance of Ryan Craig at the Pennsylvania Educational Technology Expo and Conference on February 12 through February 15, 2017. Current technology issues, trends and product information will be offered. Cost is \$339.63 and will be paid from the technology travel budget.

H. Policy #334

Approve the revision of Sick Leave Policy #334.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE - Edward Keller

MARKETING COMMITTEE - John Barrett, Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE - Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE - Patricia Leighow

CEO REPORT

A. Enrollment (as of January 19, 2017)

Active Students - 105

Graduates - 4 definite, 2 maybe

Dropped Out - 19

Transferred Back - 66

Resident Districts - 35

Students over 17 (not special education) who missed more than 10 consecutive days between 12/15/16 and 1/19/17 - 0

Enrollment last year at this time - 117

B. Legislative Update

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
March 28, 2017

MINUTES

President Edward Keller called the teleconference meeting to order at 7:02 pm.

Present: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

Also Present: Ryan Craig, Terri Lazar, Patricia Leighow

APPROVAL OF MINUTES

Edward Sowul moved and John Zerance seconded to approve the minutes of the January 24, 2017 meeting.

MOTION CARRIED BY AFFIRMATIVE VOICE VOTE

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

Ryan Craig, IT Support Specialist provided information on purchasing a new phone system and new computer equipment.

TREASURER'S REPORT

A. Approval of Financial Reports

Edward Sowul moved and Judy Micheletti seconded to approve the financial reports as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

B. Approval of Bills

Edward Sowul moved and John Zerance seconded to approve payment of bills as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

ADMINISTRATIVE ACTION

Edward Sowul moved and John Zerance seconded to approve Administrative Action Items A through W.

A. Course Proposal

Approve a course proposal by Amber Mausteller, Kitchen Chemistry

B. Course Proposal

Approve a course proposal by Amber Mausteller, Scientific Measurements and Matter

C. Course Proposal

Approve a course proposal by Amber Mausteller, Motion and Energy

D. Course Proposal

Approve a course proposal by Amber Mausteller, Introduction to Chemistry

E. Course Proposal

Approve a course proposal by Amber Mausteller, Applications of Chemistry

F. Course Proposal

Approve a course proposal by Amber Mausteller, Ecology

G. Course Proposal

Approve a course proposal by Caleb Petrin, Child Development

H. Course Proposal

Approve a course proposal by Christine Smith, Career Language Arts B

I. Course Proposal

Approve a course proposal by Christine Smith, English 3-A

J. Course Proposal

Approve a course proposal by Christine Smith, English 3-B

K. Course Proposal

Approve a course proposal by Christine Smith, English 4-A

- L. Course Proposal
Approve a course proposal by Christine Smith, English 4-B
- M. Course Proposal
Approve a course proposal by Christine Smith, Career Language Arts A
- N. Calendar
Approve the 2017-2018 School Calendar
- O. Field Trip
Approve a field trip to Baltimore National Aquarium. Cost to the school is \$1,135. The balance will be paid by the students.
- P. School Nurse
Approve an agreement with Myra Golomb, RN to provide nursing services for the 2017-2018 school year.
- Q. Summer School
Approve the summer school program to run from June 13, 2017 through July 19, 2017. Instructors will receive \$25 per day. Fees for the courses will be \$150 each. Students with financial needs will be given consideration for a fee-waiver.
- R. Part-time to Full-time Position
Approve changing Kim Breiner's position to full-time. New truancy legislation requires additional work to meet the guidelines. The position will be effective for the 17-18 school year. Kim will act as the school's Truancy Officer.
- S. Elimination of Position
Approval to eliminate the position of Student Recruiter and Retention Specialist.
- T. Edmentum
Approve the purchase of Fixed for Assessment with Prescriptions (Core Library Program License for the remainder of the 16/17 school year and the 17/18 school year. Total cost is \$5,290.70.
- U. Technology Request
Approve a service contract with Dauphin DataCom to provide new phones and service. Cost is \$10,967.65.
- V. Apple
Approve the purchase of new computer equipment. Total cost is \$128,523.
- W. Leave of Absence
Acknowledge a short-term disability period beginning 2/3/17 for employee #0693.

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul, John Zerance

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE – Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of March 24, 2017)

Active Students – 98

Graduates - 6

Dropped Out – 27

Transferred Back – 33

Resident Districts – 35

Students over 17 (not special education) who missed more than 10 consecutive days between 1/24/17 and 3/24/17 - 0

Enrollment last year at this time – 117

B. Legislative Update

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING – April 25, 2017

ADJOURN

John Zerance moved and Edward Sowul seconded to adjourn at 7:28 p.m.

Respectfully submitted: _____
Terrell Lazar, Secretary Date

**SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
May 9, 2017**

MINUTES

President Edward Keller called the teleconference meeting to order at 7:00 pm.

Present: Edward Keller, Judy Micheletti, Edward Sowul

Also Present: Terri Lazar, Patricia Leighow

APPROVAL OF MINUTES

Edward Sowul moved and Judy Micheletti seconded to approve the minutes of the March 28, 2017 meeting.

MOTION CARRIED BY AFFIRMATIVE VOICE VOTE

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

President Edward Keller called for anyone present who wished to address the board.

TREASURER'S REPORT

A. Approval of Financial Reports

Edward Sowul moved and Judy Micheletti seconded to approve the financial reports as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

B. Approval of Bills

Edward Sowul moved and Judy Micheletti seconded to approve payment of the bills as presented.

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

ADMINISTRATIVE ACTION

Edward Sowul moved and Judy Micheletti seconded to approve Administrative Action Items A through H.

A. School Physician

Approve Dr. Jessica Pagana-Defasio as the school physician. The retainer fee is \$500 and physical exams are \$75.

B. School Dentist

Approve Dr. Padner as the school dentist. There is no retainer fee required. Dental exam fees would be charged at their established rates.

C. Graduates

Approve the potential graduates for May 2017 – Sara Amick, Kristen Bardo, Joseph Boscolovich, Ayden Branas, Bethany Finch, Angel Foust, Hallie Garancosky, Coby Grimaud, Tyler Hubbell, Jessica Keefer, Nick Keller, Wildianerys Mercado-Rivera, Quinn Muldowney, Abigale Mummey, Amylynn O’Kane, Gabrielle Schmidt, Corinna Slusser, Felicity Snyder, Makayla Sparks, Jazlynn Sprenkel, Brenda Torres, Kierra Whaley, Cindy Wu, Colby Young

D. Contracts and Leases for 2017-2018

Confirm authorization for the CEO to approve leases or contracts for equipment of services if the Board has previously approved the expenditures through Board action or has approved the expenditure as a line item in the annual adopted budget of the Cyber Charter School. Such leases are to be reported to the Board at the next regular board meeting for confirmation by the Trustees.

E. Grants in 2017-2018

Confirm authorization for the CEO to apply for any Federal, State or Local grants for which the SusQ-Cyber Charter School qualifies in the 2017-2018 school year, with a report to the Board at the next regular board meeting.

F. Conference

Approve attendance of Kristin Trenholm at the Pennsylvania Association for College Admission Counseling Summer Institute at Bucknell University July 17, 18, 19, 2017. Registration cost is \$375.

G. Lease Agreement

Approve a lease agreement with Pitney Bowes for rental of a postage machine. The monthly cost is \$50.66.

H. Resolution

Approve Resolution of the SusQ-Cyber Charter School Board of Trustees, establishing fund balance policies as required by GASB 54.

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

I. Board Member Resignation

Judy Micheletti moved and Edward Sowul seconded to accept, with regret, the resignation of John Zerance effective immediately. John has served on the board of trustees since 2007.

Roll Call Vote

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller, Elizabeth Shotwell

FAMILY FUN NIGHT COMMITTEE – Robyn Barrett, Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of May 5, 2017)

Active Students – 90

Graduates - 6

Dropped Out – 34

Transferred Back – 38

Resident Districts – 33

Students over 17 (not special education) who missed more than 10 consecutive days between 3/25/17 and 5/5/17 - 0

Enrollment last year at this time – 115

B. Legislative Update

INFORMATIONAL ITEMS

A. Board Members, Sunshine Act & Social Media

B. Field Trip

21 attended the field trip to the Baltimore National Aquarium. This included staff, students and family members.

C. Budget Discussion

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING - June 27, 2017

ADJOURN

Edward Sowul moved and Judy Micheletti seconded to adjourn at 7:22 pm.

Respectfully submitted: _____
Terrell Lazar, Secretary Date

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
July 11, 2017

MINUTES

President Edward Keller called the teleconference meeting to order at 7:06 pm.

Present: Edward Keller, Judy Micheletti, Edward Sowul

Also Present: Terri Lazar, Patricia Leighow

APPROVAL OF MINUTES

Edward Sowul moved and Judy Micheletti seconded to approve the minutes of the May 9, 2017 meeting.

MOTION CARRIED BY AFFIRMATIVE VOICE VOTE

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

President Edward Keller called for anyone present who wished to address the board.

TREASURER'S REPORT

A. Approval of Financial Reports

Edward Sowul moved and Judy Micheletti seconded to approve the financial reports as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

B. Approval of Bills

Edward Sowul moved and Judy Micheletti seconded to approve the payment of bills as presented.

Roll Call Vote:

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

ADMINISTRATIVE ACTION

Judy Micheletti moved and Edward Sowul seconded to approve Administrative Action Items A. through I.

A. Resignation

Accept the resignation of Elizabeth Shotwell, Social Studies Teacher.

B. Conference

Acknowledge attendance of Caleb Petrin at the Innovative Design with 3D Printing Technology Conference at the Lincoln IU 12 in Oxford, PA. This was a two-day workshop on 3D printing, design, building and problem-solving techniques. This training was required in order for him to teach the new course "Technology & Design". Registration cost was \$749.

C. Course Proposal

Approve a course proposal by Caleb Petrin, Technology & Design

D. Summer School

Summer school courses are being taught June 13, 2017 through July 19, 2017. Instructors will receive \$25 per day. Fees for full credit courses will be \$150 and \$75 for half credit courses. Students with financial needs will be given consideration for a fee-waiver.

E. Job Description

Approve an updated Office Support Assistant job description.

F. Staff Handbook

Approve the 2017-2018 Staff Handbook.

G. Student Parent Handbook

Approve the 2017-2018 Parent Student Handbook.

H. Marketing Proposal

Approve a marketing proposal with victor koons graphic design.

I. Job Title

Approve the change of Ryan Craig's job title to System Administrator per hiring timeline requirements.

VOTING YES: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

EXECUTIVE SESSION

An executive session to discuss personnel was held at 7:23 pm.

RECONVENE

The meeting reconvened at 7:28 pm.

J. Budget

Edward Sowul moved and Judy Micheletti seconded to adopt the 2017-2018 budget as presented.

1. Judy Micheletti moved and Edward Sowul seconded an increase in CEO Patricia Leighow's salary of 3.5% for the 2017-2018 school year.

VOTING YES AS AMENDED: Edward Keller, Judy Micheletti, Edward Sowul

VOTING NO: None

MOTION CARRIED

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller

FAMILY FUN NIGHT COMMITTEE – Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of June 28, 2017)

Active Students - 63

Graduates - 25 (plus 4 after successful summer school completion)

Dropped Out - 35

Transferred Back - 38

Resident Districts - 24

Students over 17 (not special education) who missed more than 10 consecutive days between 5/6/17 and 5/26/17 - 0

Enrollment last year at this time - 97

B. Legislative Update

C. Termination of Employee

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT MEETING - July 25, 2017

ADJOURN

Edward Sowul moved and July Micheletti seconded to adjourn the meeting at 7:36 pm.

Respectfully submitted: _____ Date _____
Terri Lazar, Secretary

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
September 19, 2018

MISSION STATEMENT

The SusQ-Cyber Charter School will use the Internet or other emerging technologies to deliver an educational program to high school students who are trying to obtain their high school diploma. It will deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a personalized education plan for each student that will credit them for past courses earned and outline a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals. It will be "A School Without Walls".

AGENDA

CALL TO ORDER – By the President Start Time _____

ROLL CALL

Roy Horsfield Edward Keller Judy Micheletti

_____ Present _____ Absent

APPROVAL OF MINUTES

Motion by _____ seconded by _____ that the minutes of the June 26, 2018 meeting be approved.

(Attachment 1)

Voice Vote:

_____ voted yes, _____ voted no, _____ absent, _____ abstain, and motion _____

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

TREASURER'S REPORT

A. Approval of Financial Reports

Motion by _____ seconded by _____ to approve the financial reports as presented.
(Attachment 2)

Roll Call Vote:

Roy Horsfield Edward Keller Judy Micheletti

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

B. Approval of Bills

Motion by _____ seconded by _____ to approve payment of the bills as presented.
(Attachment 3)

Roll Call Vote

Roy Horsfield Edward Keller Judy Micheletti

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

ADMINISTRATIVE ACTION

A. Election of Officers

The Trustees shall hold an annual organizational meeting during the month of September each year." (Bylaws Section 2.11). "New officers shall begin their terms of office at the conclusion of the organization agenda item." (bylaws Section 2.12.2). Trustees are asked to elect a President, Vice-President, Treasurer, Treasurer and Secretary to serve one-year terms (Bylaws Sections 3.1-3.3. Current officers are President – Edward Keller; Vice President - Vacant; Treasurer – Judy Micheletti; Secretary – Terri Lazar

The President turns the gavel over to the CEO temporarily and the CEO assumes the chair. (bylaws 2.12.2.1)

A1. Appointment of Board Secretary

Motion by ____ seconded by ____ to appoint Terri Lazar as Board Secretary.

Roll Call Vote:

Roy Horsfield Edward Keller Judy Micheletti

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____,

A2. Election of President for one (1) year term

The CEO calls for nominations of President. Any board member can make a nomination for President for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2019. Nominations do not require a second.

Nomination of _____ as **President** for a one-year term by _____

(If more than one)

Nomination of _____ as **President** for a one-year term by _____

Motion to close nominations for President by _____ seconded by _____

Voice Vote to close nominations for President:

___ voted yes ___ voted no, ___ absent, ___ abstain, and motion _____

Roll call vote for nominee

Vote on nominee _____

Roy Horsfield Edward Keller Judy Micheletti

(If more than one)

Vote on nominee _____

Roy Horsfield Edward Keller Judy Micheletti

New President assumes office and continues the election process.

A3. Election of Vice-President for one (1) year term

The President calls for nominations of Vice-President. Any board member can make a nomination for Vice-President for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2019. Nominations do not require a second.

Nomination of _____ as **Vice-President** for a one-year term by by _____

Motion to close nominations of Vice-President by _____ seconded by _____

Voice Vote to close nominations for Vice-President:

___ voted yes ___ voted no, ___ absent, ___ abstain, and motion _____

Roll call vote for nominee

Vote on nominee _____

Roy Horsfield Edward Keller Judy Micheletti

(If more than one)

Vote on nominee _____

Roy Horsfield Edward Keller Judy Micheletti

A4. Election of Treasurer for a one (1) year term

The President calls for nominations of Treasurer. Any board member can make a nomination for Treasurer for a one-year term beginning with this meeting and concluding at the reorganization meeting in September 2019. Nominations do not require a second.

Nomination of _____ as **Treasurer** for a one-year term by _____

(If more than one)

Nomination of _____ as **Treasurer** for a one-year term by _____

Motion to close nominations by _____ seconded by _____

Voice Vote to close nominations for Treasurer:

___ voted yes ___ voted no, ___ absent, ___ abstain, and motion _____

Roll call vote for nominee

Vote on nominee _____

Roy Horsfield Edward Keller Judy Micheletti

(If more than one)

Vote on nominee _____

Roy Horsfield Edward Keller Judy Micheletti

New Officers assume office and continue meeting.

Motion by _____ seconded by _____ to approve Administrative Action Item A. through F.

A. IDEA

Acknowledge receipt of PDE'S notice of compliance with Individuals with Disabilities Education Act (IDEA).
(Attachment 4)

B. Board Meeting Schedule

Approval of dates, time and location for the board meetings.
(Attachment 5)

C. Charter Annual Report

Acknowledge submission of the SusQ-Cyber Charter School Charter Annual Report. 7/1/18-6/30/19.

D. Comprehensive Plan

Acknowledge submission and acceptance of the SusQ-Cyber Charter School comprehensive plan.
(Attachment 6)

E. Trustee Training Program - Act 55

Requirements beginning 2018-2019 school year.
(Attachment 7)

F. Conference

Approve the attendance of Lindsey Allegar-Shultz at the Integrated Learning: The School to Career Connection November 14, 2018 through November 16, 2018. Strategies for enrollment, retention and performance results will be examined. Cost is \$185.

Roll Call Vote

Roy Horsfield Edward Keller Judy Micheletti

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller

FAMILY FUN NIGHT COMMITTEE – Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

- A. Enrollment (as of September 17, 2018)
 - Active Students – 67
 - Graduates - 0
 - Dropped Out – 0
 - Transferred Back – 13
 - Resident Districts – 26
 - Students over 17 (not special education) who missed more than 10 consecutive days between 7/1/18 and 9/17/17 - 0
 - Enrollment last year at this time – 69

- B. Legislative Update

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT SCHEDULED MEETING – October 23, 2018

ADJOURN

- A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
December 18, 2018

MISSION STATEMENT

The SusQ-Cyber Charter School will use the Internet or other emerging technologies to deliver an educational program to high school students who are trying to obtain their high school diploma. It will deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a personalized education plan for each student that will credit them for past courses earned and outline a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals. It will be "A School Without Walls".

AGENDA

CALL TO ORDER – By the President Start Time _____

ROLL CALL

Roy Horsfield	Edward Keller	Judy Micheletti
_____ Present	_____ Absent	

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

ADMINISTRATIVE ACTION

Motion by _____ seconded by _____ to approve Administrative Action Item A. through E.

A. Policy #353

Approve Policy #353, Crowdfunding
(Attachment 1)

B. SchoolMint Agreement

Approve an agreement with SchoolMint. SchoolMint is a cloud-based school choice and student enrollment platform. Cost to setup, implement and train is \$1,500. The annual license cost is \$3,500.
(Attachment 2)

C. PDE Data Summit

Approve Terri Lazar's attendance at the PDE Data Summit in Hershey, PA 3/24/19 through 3/27/19. Cost is \$756.

D. Integrated Learning Conference

Acknowledge the attendance of Lindsey Allegar-Shultz at the Integrated Learning: The School to Career Connection at the Penn State Conference Center 11/14/18 through 11/16/18.

E. Conference

Acknowledge the attendance of Lindsey Allegar-Shultz and Stephen Trevino at the Writing Compliant and Effective IEP's training at the CSIU on 11/28/18.

Roll Call Vote

Roy Horsfield

Edward Keller

Judy Micheletti

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____,

NEXT SCHEDULED MEETING - January 22, 2019

ADJOURN

A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
March 26, 2019

MISSION STATEMENT

The SusQ-Cyber Charter School will use the Internet or other emerging technologies to deliver an educational program to high school students who are trying to obtain their high school diploma. It will deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a personalized education plan for each student that will credit them for past courses earned and outline a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals. It will be "A School Without Walls".

AGENDA

CALL TO ORDER – By the President Start Time _____

ROLL CALL

Roy Horsfield Edward Keller Judy Micheletti

_____ Present _____ Absent

APPROVAL OF MINUTES

Motion by _____ seconded by _____ that the minutes of the December 18, 2018 meeting be approved.

(Attachment 1)

Voice Vote:

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

TREASURER'S REPORT

A. Approval of Financial Reports

Motion by _____ seconded by _____ to approve the financial reports as presented.
(Attachment 2)

Roll Call Vote:

Roy Horsfield Edward Keller Judy Micheletti

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

B. Approval of Bills

Motion by _____ seconded by _____ to approve payment of the bills as presented.
(Attachment 3)

Roll Call Vote

Roy Horsfield Edward Keller Judy Micheletti

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

ADMINISTRATIVE ACTION

Motion by _____ seconded by _____ to approve Administrative Action Item A. through U.

A. Policy #100

Approve revision of the Vision Statement, Policy #100. The updated vision statement was developed by the School Improvement Steering Committee per PDE's request.
(Attachment 4)

B. Policy #101

Approve the revision of the Mission Statement, Policy #101
(Attachment 5)

C. Calendar

Approve the 2019-2020 school calendar.
(Attachment 6)

D. Contracts and Leases for 2019-2020

Confirm authorization for the CEO to approve leases or contracts for equipment of services if the Board has previously approved the expenditures through Board action or has approved the expenditures as a line item in the annual adopted budget of the SusQ-Cyber Charter School. Such leases are to be reported to the Board at the next regular board meeting for confirmation by the Trustees.

E. Grants in 2018-2019

Confirm authorization for the CEO to apply for any Federal, State or Local grants for which the SusQ-Cyber Charter School qualifies in the 2018-2019 school year, with a report to the Board at the next regular board meeting.

F. School Physician

Approve Dr. Jessica Pagana-Defazio as the school physician. The retainer fee is \$500 and physical exams are \$75.

G. School Dentist

Approve Dr. Padner as the school dentist. There is no retainer fee required. Dental exam fees would be charged at their established rate.

H. School Nurse

Approve an agreement with Myra Golomb, RN to provide nursing services for the 2019-2020 school year.
(Attachment 7)

I. Instructure

Acknowledge the Canvas K-12 subscription. Cost is \$1,100.

J. STRIVVEN MEDIA

Acknowledge the renewal of STRIVVEN for VirtualJobShadow.com. This is a license for 85 student seats for one year and includes webinar training for staff. Cost for one year is \$1,700.

K. ACHIEVEV3000

Acknowledge the renewal of Achieve 3000. This literacy platform will accelerate the students' literacy growth. Cost for one year is \$4,200.

L. ZITO Business

Acknowledge the renewal of ZITO Business to provide internet and phone services. Cost is \$3,000.

M. Turning Technologies

Acknowledge the purchase of Examview Basic. Cost is \$99.

N. Field Trip

Approve a field trip to Philadelphia to visit Smithsonian National Museums of Natural History and Air and Space. Cost is \$500.

O. Summer School

Approve the summer school program. Full credit courses will run from June 10th through July 19th and half credit courses will run from June 10th through July 3rd. Fees for full credit courses will be \$150 and \$75 for half credit courses. Students with financial needs will be given consideration for a fee-waiver.

P. Nearpod

Approve an agreement with Nearpod.
(Attachment 8)

Q. JAMF Software, LLC

Confirm the renewal of macOS Product Maintenance and Support. Cost is \$4,356.

R. PowerSchool

Acknowledge the renewal of PowerSchool, our student information system. Cost for one year is \$3,300

S. PowerSchool SPED (TINET & AIMS web)

Acknowledge the renewal of PowerSchool, Special Education. Cost for one year is \$1,600.

T. Early Graduates

Acknowledge the early graduation of Alexis Barnes, Dalton Bodmon, Deneshia Millisock, Ivy Narcisse, Summer Putnam, Dillon Tappe, Alaina Winters, Whitney Womer.

U. Graduates

Approve the potential graduates for May 2019 - Destiny Antonelli, Chloye Balchunas, Kaylea Dean, Coral Gordner, Darius Green, Justeen Hackenberg, Rachel Hansel, Courtney Klick, Kelsey Mench, Rachel Ray, Nautica Robles, Carrie Saville, Jack Schmidt.

Roll Call Vote

Roy Horsfield

Edward Keller

Judy Micheletti

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____.

CEO EVALUATION COMMITTEE - Edward Keller

MARKETING COMMITTEE - Edward Keller

FAMILY FUN NIGHT COMMITTEE - Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE - Patricia Leighow

CEO REPORT

A. Enrollment (as of March 20, 2019)

Active Students - 72

Graduates - 8

Dropped Out - 16

Transferred Back - 20

Resident Districts - 26

Students over 17 (not special education) who missed more than 10 consecutive days between 12/18/18 and 3/20/19 - 0

Enrollment last year at this time - 83

B. Legislative Update

INFORMATIONAL ITEMS

A. Budget Discussion

(Attachment 9)

ADDITIONAL ITEMS FROM THE BOARD

NEXT SCHEDULED MEETING - April 23, 2019

ADJOURN

A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

SusQ-Cyber Charter School Board of Trustees Meeting
1st Floor, Room 111, Bloomsburg Regional Technology Center
May 30, 2019

MISSION STATEMENT

The SusQ-Cyber Charter School utilizes innovative technology and research-based curriculum to deliver student-centered learning, while providing accountability and flexibility in a safe, inclusive environment.

AGENDA

CALL TO ORDER – By the President Start Time _____

ROLL CALL

Roy Horsfield Edward Keller Judy Micheletti

_____ Present _____ Absent

APPROVAL OF MINUTES

Motion by _____ seconded by _____ that the minutes of the March 26, 2019 meeting be approved.
(Attachment 1)

Voice Vote:

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____.

OPPORTUNITY FOR VISITORS TO ADDRESS THE BOARD

TREASURER'S REPORT

B. Approval of Financial Reports

Motion by _____ seconded by _____ to approve the financial reports as presented.
(Attachment 2)

Roll Call Vote:

Roy Horsfield Edward Keller Judy Micheletti

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____.

C. Approval of Bills

Motion by _____ seconded by _____ to approve payment of the bills as presented.
(Attachment 3)

Roll Call Vote

Roy Horsfield Edward Keller Judy Micheletti

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

ADMINISTRATIVE ACTION

Motion by _____ seconded by _____ to approve Administrative Action Item A. through E.

A. Policy #906

Approve Revision of Policy #906, Child Abuse
(Attachment 4)

B. Zoom

Approve an agreement with Zoom Video Communications Inc. This is replacing Adobe Connect as our online classroom platform. Cost is \$2,680.
(Attachment 5)

C. Course Proposal

Approve a course proposal by Caleb Petrin, 3D Printing II.
(Attachment 6)

D. Policy #918

Approve a revision of Policy #918, Contracted Services
(Attachment 7)

E. School Improvement Plan

Approve a draft of the School Improvement Plan.
(Attachment 8)

Roll Call Vote

Roy Horsfield Edward Keller Judy Micheletti

____ voted yes, ____ voted no, ____ absent, ____ abstain, and motion _____,

F. Budget

Adopt the 2019-2020 budget, including any actions taken at this meeting.
(Attachment 9)

Roll Call Vote

Roy Horsfield

Edward Keller

Judy Micheletti

___ voted yes, ___ voted no, ___ absent, ___ abstain, and motion _____.

CEO EVALUATION COMMITTEE – Edward Keller

MARKETING COMMITTEE – Edward Keller

FAMILY FUN NIGHT COMMITTEE – Terri Lazar, Caleb Petrin

ACADEMIC AFFAIRS COMMITTEE – Patricia Leighow

CEO REPORT

A. Enrollment (as of May 29, 2019)

Active Students – 68

Graduates - 8

Dropped Out – 23

Transferred Back – 22

Resident Districts – 27

Students over 17 (not special education) who missed more than 10
consecutive days between 3/21/19 and 5/28/19 - 0

Enrollment last year at this time – 79

B. Legislative Update

C. School Safety Reporting

INFORMATIONAL ITEMS

ADDITIONAL ITEMS FROM THE BOARD

NEXT SCHEDULED MEETING - June 25, 2019

ADJOURN

A. Motion by _____ seconded by _____ to adjourn at _____ p.m.

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Local Board Policy #000 Introduction

Purpose:

This policy manual has been adopted by the Board of Trustees of the SusQ-Cyber Charter School (Charter School), as the guidebook for the operation of the Charter School.

Guidelines:

In addition to the policies contained within this manual, the Cyber School is also guided and mandated with certain duties and responsibilities by other documents.

- The Charter granted by the Pennsylvania Department of Education outlines the framework of the Charter School.
- The By-Laws that have been adopted by the Board of Trustees expand on the Charter and give direction to the operation.
- Act 22 of 1997 is the legislation that created charter schools.
- Act 88 of 2002 is the legislation that addresses cyber charter schools.
- Act 49 of the School Code gives the legal basis for the Charter School.

Together these documents are the legal foundation for this policy manual and while not specifically attached are the overriding rules through which the Charter School operates and apply as if policy.

Delegation of Responsibility:

It is the responsibility of the CEO to ensure the maintenance of this policy manual.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

**Local Board Policy #001
Name and Classification**

Purpose:

The SusQ-Cyber Charter School is a Non-Profit Corporation created by the Founding Coalition and approved by the Corporation Bureau of the Department of State of Pennsylvania. This corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes. To establish and maintain a charter school under the provisions of the Pennsylvania Charter School Law, 24 P.S. §17-1701A et seq.

Guidelines:

- SusQ-Cyber Charter School is organized exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.
- This corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) on the Internal Revenue Code of 1954 or (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954. As such,
- SusQ-Cyber is authorized to do business in Pennsylvania.

Delegation of Responsibility:

The CEO shall be responsible for the maintenance of the non-Profit classification as a 501(c) (3) and the filing of the IRS Forms annually.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Local Board Policy #002
Board Authority and Power

Purpose:

The SusQ-Cyber Charter School (Charter School) Board of Trustees is vested with the power to operate the Charter School by virtue of its charter and the By-Laws adopted by the Board of Trustees. The Charter School is given the authority to operate the Cyber Charter School by the legislation that created Charter Schools, the legislation that permitted Cyber Charter Schools, and the Basic Educational Circulars that spell out the procedures the Pennsylvania Department of Education has put in place to implement this legislation.

Guidelines:

The SusQ-Cyber Charter School Bylaws outline how the power of the Board of Trustees is to be applied and what authority the Board of Trustees can utilize to carry out the operation of the Charter School. Duties and responsibilities of Officers are delineated and procedures for continuation of operation are defined.

The SusQ-Cyber Charter School has the power to:

- enroll students
- teach prescribed courses
- evaluate student progress
- award grades
- confer diplomas indicating graduation from high school

Delegation of Responsibility:

The CEO has the responsibility to assure the Board of Trustees that operations conform to the charter, the By-Laws and the policies of the Charter School.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Local Board Policy #003
Functions of the Board

Legislative

The Board of Trustees shall exercise leadership through its rule-making power by adopting Board procedures and policies for the organization and operation of the SusQ-Cyber Charter School. Those procedures and policies which are not dictated by the statutes, or regulations of the State Board, or ordered by a court of competent authority may be adopted, amended or repealed at any meeting of the board, provided the proposed adoption amendment or repeal has been proposed at a previous Board meeting and has remained on the agenda of each succeeding board meeting until approved or rejected.

Changes in a proposed Board procedure or policy, except for minor editorial revisions, at the second reading shall cause that reading to constitute a first reading.

The Board may, upon a majority vote, cause to suspend at any time the operation of a Board procedure or policy, provided the suspension does not conflict with legal requirements. Such suspension shall be effective until the next meeting of the Board unless an earlier time is specified in the motion to suspend.

Board procedures and policies shall be adopted, amended or repealed by a majority vote of the Board.

The adoption, modification, repeal or suspension of a Board procedure or policy shall be recorded in the minutes of the Board meeting. All current procedures and policies shall be maintained in the Board Policy Manual and disseminated appropriately.

The Board has the authority and responsibility to act only when a quorum is present at a duly called regular or special meeting. Individual Board members exercise the authority and responsibility of the Board membership position only when the Board is in legal session. The Board will not be bound in any way by any statement or action on the part of any individual Board member, except when such statement or action is in pursuance of special instruction from the Board as a whole.

The public has the right to expect Board members to be able to discuss school matters with understanding and board members have a right to expect access to general information which makes it possible to be informed about school affairs. When Board members are seeking information about special problems, they should ask the CEO to investigate the matter. When individuals or groups confront a single Board member with a problem or complaint which should be handled by the CEO or another of the administrators, Board members should present the problem to the CEO and expect a reply on what actions were taken. Individual Board members should only promise the individual or group that their problem will be investigated and they will be informed of what decision is made pertaining to the problem. The CEO shall be the point of contact between the charter school employees and the Board.

Executive

The Board shall exercise its executive power by the appointment of a Chief Executive Officer, who shall enforce the statutes of the Commonwealth, the regulations of the State Board of Education, the policies of the Board, and all other applicable laws and regulations.

The CEO shall be responsible for implementing Board policies and establishment of administrative regulations for the operation of the charter school that are not inconsistent with state and federal statutes or regulations; are dictated by the policies of this Board; are binding on charter school employees and students when issued; and shall be submitted to the Board for review. The Board reserves the right to alter or rescind any such administrative regulation.

The Board reserves the right to review and to direct revisions of administrative regulations when it considers the regulations to be inconsistent with Board policy or charter school practices. However, the Board shall not adopt administrative regulations unless required by law or requested by the CEO. Such adoption and/or amendment of administrative regulations shall adhere to the policy for adoption and amendment of Board procedures and policies.

The Board delegates authority to the CEO to take necessary action in circumstances not provided for in Board policy. The CEO shall promptly inform the Board of such action. The CEO's decision may be subject to review by the Board.

The CEO shall implement a procedure to inform Board members and designated employees of their responsibility under the Ethics Law.

Whenever responsibility is delegated to the CEO or other administrator, it is understood that such individual may designate a representative to act on his/her behalf.

The role of the Board, as with any legislative body, is to act collectively, not individually. Individual members have no status as, and should not attempt to act, as administrators of the charter school. Rather, through the CEO all administrators as well as other personnel of the charter school are responsible to the Board as an entity. Board members, however, as with all legislators, are entitled to all information and all data necessary to their judgment to the proper casting of their votes on any matter, which can come before the Board for action. Administrative duties will be delegated to the CEO and his/her staff. Governing will be rigorously retained for action by the Board itself. The Board member's right to full information extends to the duty to listen to complaints that citizens bring him/her, but not to solicit such complaints. This right and duty to listen does not convey any right or duty to make any comment whatsoever in response to such complaints, except to require a reduction of same to writing and/or to indicate that it will be conveyed to the CEO, as s/he, not the Board member, has the authority to act.

Review

The Board may assume jurisdiction over controversies or disputes arising within this charter school concerning any matter over which the Board has authority granted by statute or where the Board has retained jurisdiction in contract or policies.

In furtherance of its adjudicatory function, the Board may hold hearings in accordance with law which shall offer the parties to a dispute, on notice duly given, a fair and impartial forum for the resolution of the matter.

Beyond the basic requirements of due process, a hearing may vary in form and content in line with the severity of the consequences that may flow from it, the difficulty of establishing findings of fact from conflicting evidence, and the impact of the Board's decision on the charter school.

Staff Communication with Board

The CEO shall be responsible for official business between the charter school employees and the Board.

Each employee in the charter school, except the Treasurer, auditor and solicitor, shall be responsible to the Board through the CEO.

All personnel shall refer matters requiring administrative action to their immediate Supervisor when a problem arises. Those responsible for supervising the personnel shall refer such matters to the CEO when necessary.

Guidelines:

The primary function of the Board is to meet monthly.

Their duties are:

- adopt a yearly budget
- approve expenditures
- hire a CEO and staff
- evaluate CEO
- adopt policy
- confirm contracts and leases
- approve a school calendar
- adopt a curriculum
- approve textbooks
- approve graduation
- designate depositories for school funds
- set salaries
- provide facilities to house the cyber charter school
- appoint a solicitor

Delegation of Responsibility:

The CEO has the responsibility to ensure the Charter School Board conforms to these functions.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Local Board Policy #003.1 Policy Manual

Purpose:

The policies and procedures adopted by the Board establish the general parameters within which the daily operations of the Charter school are to be governed. Administrative regulations for carrying out and implementing Board policies are developed and implemented by the CEO.

Guidelines:

- The Assistant Board Secretary will maintain a manual containing all board policies and by-laws.
- The adoption date and revision dates will be included in the footnote of the policy.
- A revision log will be maintained for all policies.

Upon adoption of this policy the Board of Trustees directs the Assistant Board Secretary to convert all existing policies and rules to this new format. The new format includes the following statement "TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT".

Any policies that need revisions other than format or typographical changes require the appropriate Board of Trustees approval process.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

**Local Board Policy #004
Board Organization**

Purpose:

The SusQ-Cyber Charter School Board is organized in the manner prescribed by the By-Laws that were adopted by the Board of Trustees.

Guidelines:

- The Board meets monthly and reorganizes each September to establish the meeting dates and elect the officers for the next year.
- The By-Laws outline how the Board of Trustees is organized and how officers are elected.
- It delineates the duties and responsibilities of the officers and specifies the procedures for continuation of operation.
- The CEO is the source for parliamentary procedure and the determination of roll call votes.

Delegation of Responsibility:

The CEO has the responsibility to ensure that the Board of Trustees organization conforms to the By-Laws.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

**Local Board Policy #005
Membership on the Board**

Purpose:

Membership on the SusQ-Cyber Charter School Board of Trustees is established by the By-Laws adopted by the Board of Trustees.

Guidelines:

- The By-Laws call for 9 Board members to be elected, three each year for three-year terms.
- Board members are elected by the participating membership of the Cyber Charter School.
- The membership is informed of the vacancies and is encouraged to stand for election.
- Existing board members who are up for re-election have the option to run again for office.
- If there is only one candidate for each vacancy then the secretary is directed to cast a unanimous ballot for the person who has chosen to run.
- The By-Laws spell out in detail how board members may resign or be removed from office.

Delegation of Responsibility:

The CEO has the responsibility to inform the Board of Trustees of the election process and advertise vacancies.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Local Board Policy #006 Board Meetings

Purpose:

The SusQ-Cyber Charter School Board of Trustees meets every month on the fourth Tuesday at 7 pm, unless otherwise noted, with the exception of the December meeting, which is held on the third Tuesday of the month. A meeting may be cancelled by the President unless doing so would result in a period of greater than three months since the previous meeting. The Board establishes the calendar of meetings at the annual reorganization meeting in September and publishes the calendar according to the Sunshine Law requirements. Meetings are held at the Charter School Offices at 240 Market Street, Bloomsburg, PA. Meetings are conducted using technologies to permit two-way dialogue and video access for all Board members. If there are insufficient members in attendance the meeting will be cancelled for lack of a quorum. Each meeting provides the opportunity for the public to address the Board. Each Board Member must receive a copy of the agenda prior to the meeting as prescribed by the By-Laws.

Guidelines:

Meeting Format

- The President calls the meeting to order.
- The Secretary conducts a roll call of members present.
- The Secretary moves for the adoption of the minutes of the previous meeting
- The Treasurer makes the financial report and requests the payment of the bills as presented.
- The Board President calls on the CEO to present any action items to the Board.
- Most motions require a roll call vote that is conducted by the Secretary
- The CEO also provides current information and updates for the Board.
- The Board has the opportunity to bring up other topics.
- The Board confirms the time for the next meeting and makes a motion to adjourn this meeting.

Delegation of Responsibility:

The CEO has the responsibility to assure that the School Board meetings conform to the By-Laws.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Local Board Policy #007
By-Laws

Purpose:

The Bylaws of the SusQ-Cyber Charter School vest the Board of Trustees with the power to operate the Charter School by virtue of its charter and the By-Laws adopted by the Board of Trustees.

Guidelines:

- The SusQ-Cyber Charter School Bylaws outline how the power of the Board of Trustees is to be applied and what authority the Board of Trustees can utilize to carry out the operation of the Charter School.
- Duties and responsibilities of Officers are delineated and procedures for continuation of operation are defined.
- The By-Laws Manual as approved and revised by the Board of Trustees is attached after this Policy.

Delegation of Responsibility:

The CEO has the responsibility to assure the School Board that operations conform to the charter, the By-laws, and the policies of the Charter School.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

*A copy of the Bylaws is attached to this policy.

SusQ-Cyber Charter School Bylaws

Section 1 General Provisions

1.1 Name and Purpose: The name of the Cyber Charter School is the SusQ-Cyber Charter School, hereinafter referred to as Cyber School or by its full name SusQ-Cyber Charter School. The purposes of the Cyber Charter School are set forth in the vision and mission statement attached to these Bylaws.

1.2 Location: The administrative office of the SusQ-Cyber Charter School shall be 240 Market Street, Suite 15, Bloomsburg, PA 17815, and at such other places within the Commonwealth of Pennsylvania as the Board of Trustees may, from time to time, determine or as the business of the Cyber School may require.

1.3 Mailing Address: The mailing address of the administrative office of the SusQ-Cyber Charter School shall be 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA 17815. The mailing address of the Business Office of the SusQ-Cyber Charter School shall be 90 Lawton Lane, Milton, PA 17847.

1.4 Corporate Seal: The Trustees may adopt and alter the seal of the SusQ-Cyber Charter School.

1.5 Fiscal Year: The fiscal year of the Cyber School shall, unless otherwise decided by the Trustees, end on June 30 in each year.

Section 2 Board of Trustees

2.1 Powers: A Board of Trustees shall manage the affairs of the Cyber School and shall have and may exercise all the powers of the Cyber School, except as otherwise provided by law, by the Charter or by the By-Laws.

2.2 Number: The Board of Trustees shall consist of nine (9) members. Under the renewed charter the Board shall be comprised of those currently serving Board Members.

2.3 Eligibility: All Board Members shall be members-at-large who represent the community, business and/or industry. No current school board member of any school district or Intermediate Unit Board may serve on the SusQ-Cyber Charter School Board of Trustees.

2.4 Tenure: The regular term for all Board members shall be three years serving staggered terms. The rotation of the three members to be elected each year was determined by the drawing of lots in 2003.

2.5 Expiration of Term and Vacancies: At the expiration of their term, members may chose to be nominated for an additional term or may be replaced by anyone who wishes to place his or her name in nomination. The Chief Executive Officer of the Board shall advertise the vacancies on the board to the parents of the currently enrolled students. No quotas will be enforced on membership of the Board of Trustees.

2.6 Nomination and Election: Except as provided below, a member whose term is expiring may run for re-election at any time. Nominations shall be solicited and collected by the Chief Executive Officer not sooner than forty-five (45) days nor later than thirty (30) days prior to any election and compiled to form ballots which will be mailed to all parents/guardians of Cyber School students. In the event that there is only one nominee for each of the three vacant board positions then in place of a ballot being sent to every member of the Cyber School, the Board President shall direct the Board Secretary to cast a unanimous ballot for the existing nominees.

2.7 Resignation: Any Trustee may resign by delivering a written resignation to the President of the Board. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time. To facilitate selection of a replacement Trustee, the Cyber School formally encourages Trustees intending to resign to provide notice of the Trustee's intent in order to provide ample time to recruit and elect a replacement. The remaining members of the Board shall elect a replacement Board Member to fill the vacancy who shall serve until the expiration of the term of the departed Trustee. At the expiration of the term the replacement Trustee shall stand for election as a regular member of the Board.

2.8 Removal: At a regular or special meeting at which a quorum is present, any Trustee may be removed from office for cause by an affirmative vote of a majority of the Trustees then in office. A Trustee may be removed for cause only after reasonable notice and an opportunity to be heard by the Board of Trustees.

2.9 Regular Meetings: Regular meetings of the Board of Trustees may be held without call or notice at such places and times as the Trustees may from time to time determine; provided, however, that any Trustee who is absent when such determination is made shall be given notice as provided in Section 2.12 of these By-Laws. The Board of Trustees shall meet monthly according to the schedule established and publicized at the annual reorganization meeting unless the meeting is canceled due to a weather emergency or lack of a quorum and is rescheduled by Board action or the call of the President. All meetings of the Trustees shall be conducted in accordance with the Act of July 3, 1986 (P.L. 388, No. 84), known as the Sunshine Act.

2.10 Special Meetings: Special meetings of the Trustees may be held at any time and place when called by the President of the Board or by two or more of the Trustees. Notice of any special meeting shall be given as provided in Section 2.12 and the previously mentioned "Sunshine Act".

2.11 Annual Reorganization Meeting: The Trustees shall hold an annual reorganization meeting during the month of September each year. Notice of the annual reorganization meeting shall be given as provided in Section 2.12 of these By Laws.

2.12 Notice of Meetings: Public notice of all such meetings shall be given as required by law.

2.12.1 Regular Meetings: No call or notice shall be required for regular meetings of Trustees, provided that reasonable notice: of the first regular meeting

following the determination by the Trustees of the times and places for regular meetings shall be given to absent members; specifying the purposes of regular meeting shall be given to each Trustee if either contract or transaction of the Cyber School with interested persons or amendments to these By-Laws are to be considered at the meeting; and shall be given as otherwise required by law or these By-Laws.

2.12.2 Annual Reorganization Meeting: Notice of the annual reorganization meeting setting forth date, time, and place shall be emailed to all Trustees at the Trustee's last known address not less than seven (7) days prior to the date of the annual meeting. A statement in the minutes of the preceding board meeting announcing the annual reorganization meeting shall suffice for the notice required by this paragraph. New officers shall begin their terms of office at the conclusion of the reorganizational agenda item.

2.12.2.1 Reorganization Meeting Agenda: Meeting is called to order by sitting President. The President turns the gavel over to the CEO temporarily. The CEO assumes the chair

- Item 1. CEO opens the floor to nominations for President
 - a. Trustees make nominations
 - b. CEO entertains hearing no further nominations closes nominations without objection
 - c. Roll call vote
 - d. CEO turns gavel over to newly elected president

- Item 2. President opens the floor to nominations for Vice-President
 - a. Trustees make nominations
 - b. President entertains hearing no further nominations closes nominations without objection
 - c. Roll call vote

- Item 3. President opens the floor to nominations for Treasurer
 - a. Trustees make nominations
 - b. President entertains hearing no further nominations closes nominations without objection
 - c. Roll call vote

- Item 4. President opens the floor for nominations for Assistant Treasurer
 - a. Trustees make nominations
 - b. President entertains hearing no further nominations closes nominations without objection
 - c. Roll call vote

- Item 5. President opens the floor for nominations for Secretary
 - a. Trustees make nominations

- b. President entertains hearing no further nominations closes nominations without objection
- c. Roll call vote

2.12.3 Special Meetings: Reasonable notice of the time and place of special meetings of the Trustees shall be given to each Trustee. Such notice shall specify the purposes of the meeting.

2.12.4 Reasonable and Sufficient Notice: Except as otherwise expressly provided, it shall be reasonable and sufficient notice to a Trustee to send notice at least forty-eight (48) hours (excluding weekends, and national and school holidays) in advance of the meeting in person or by telephone, telegram, confirmed facsimile transmission or confirmed electronic mail sent to such Trustee's address, or postmarked at least seventy-two (72) hours in advance by mail addressed to such address.

2.12.5 Waiver of Notice: Notice of a meeting need not be given to any Trustee who signs a waiver of notice, a written consent to the holding of the meeting, an approval of the minutes of the meeting, whether before or after the meeting, or who attends the meeting without protesting the lack of notice prior thereto or at its commencement. All such waivers, consents and approvals shall be filed with the Cyber School records or made a part of the minutes of the meetings.

2.12.6 Meetings by Means of Interactive Video Conferencing or Conference Phone: One or more Trustees may participate in a meeting by means of interactive video conferencing or conference phone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

2.12.7 Executive Sessions

2.12.7.1 Executive sessions closed to the public may be called for by motion during a regular meeting or by the president outside of regular meetings for the specific reasons delineated in the "Sunshine Law".

2.12.7.2 Executive sessions will be strictly limited to only those issues, which may be legally discussed in private.

2.12.7.3 Executive sessions may only be attended by the Trustees and any other personnel deemed specifically necessary by the Board.

2.12.7.4 Motions for executive sessions made during a regular/special meeting must include the general reason for the meeting and should be kept as short as practical to minimize the interruption to the meeting in progress.

2.12.7.5 Executive sessions held outside of regular/special meeting and their purposes must be announced at the next public meeting of the Board of Trustees and entered into the minutes.

2.13 Action at Meetings: A majority of the Trustees then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

2.14 Compensation and Conflict of Interest: No Board member shall, as a private person, engage in any business transaction with the Cyber School, be employed in any capacity by the Cyber School, or receive any compensation for services rendered to the Cyber School.

2.14.1 Conflict of Interest: Whenever a Trustee believes he/she may have a conflict of interest, such conflict shall be disclosed to all Trustees then present in a meeting where decisions may be made which could give rise to the conflict of interest. Should a majority of the Trustees agree that a conflict might exist, the Trustee so affected shall refrain from any discussion and will not be permitted to vote on the issue-giving rise to the conflict. For the purpose of determining whether a quorum exists, the affected Trustee shall be deemed absent from the meeting.

2.14.2 Reimbursement of Expenses: The Board of Trustees may establish a policy to permit reimbursement of expenses incurred by a Trustee in the discharge of his duties provided that such reimbursements are properly supported.

2.15 No Personal Liability: The Trustees and officers of the Cyber School shall not be personally liable for any debt, liability or obligation of the Cyber School. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the Cyber School, may look only to the funds and property of the School for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Cyber School.

2.16 Roles and Responsibilities: The Board of Trustees will carry out the duties required by the charter school legislation. A majority vote of the Trustees then in office shall constitute an affirmative vote on a motion. An affirmative vote of a majority of the members of the Board of trustees of the Cyber School, duly recorded showing how each member voted shall be used in order to take action on the following subjects:

2.16.1 Adopting a school calendar that must include 990 hours or 180 days of instruction for secondary students [grades 7-12] and 900 hours or 180 days for elementary students [grades 1-6]. School cannot be kept open for students or staff on Sundays, Fourth of July, Memorial Day, or Christmas.

2.16.2 Adopting textbooks

2.16.3 Appointing or dismissing charter school administrators

2.16.4 Adopting the annual budget

- 2.16.5 Purchasing or selling land
- 2.16.6 Locating new buildings or changing the location of old ones
- 2.16.7 Creating or increasing any indebtedness
- 2.16.8 Adopting courses of study
- 2.16.9 Designating depositories for school funds
- 2.16.10 Entering into contracts of any kind where the amount involved exceeds \$200
- 2.16.11 Fixing salaries or compensation of administrators, teachers, or other employees of the charter school
- 2.16.12 Entering into contracts with and making appropriations to an intermediate unit, school district or Area Vocational Technical School for the charter's proportionate share of the cost of service provided or to be provided by the foregoing entities.
- 2.16.13 All other actions prescribed by the school code of 1949 as amended and PA Department of Education regulations that apply.

Section 3 Officers and Agents

3.1 President: The Trustees shall elect a President of the Board of Trustees. The President shall hold office until the next annual meeting of the Board of Trustees or special meeting held in lieu thereof, and thereafter until their respective successors are chosen unless a shorter term is specified in the vote electing or appointing them.

3.1.1 The President may not serve in such capacity for more than two consecutive one-year terms; provided, however, that the President may serve additional, non-consecutive terms. The fact that an individual is serving as President shall not create any presumption that such individual shall be nominated for either such position in any subsequent year.

3.1.2 The President shall establish the agenda for all meetings of the Board of Trustees in consultation with the Chief Executive Officer and, as appropriate in the discretion of the President, with other Trustees. The President shall preside over all meetings of the Board of Trustees and shall have such other powers, as the Board of Trustees shall determine.

3.1.3 In the absence of the President at any meetings of the Board, the Vice President shall exercise the rights and perform the function of the President. In the absence of both the President and Vice-President, a President Pro Tempore shall be selected from the members present with a majority vote to conduct the meeting.

3.2 Vice-President: The Trustees shall elect a Vice-President of the Board of Trustees. The Vice-President shall hold office until the next annual meeting of the Board of Trustees or special meeting held in lieu thereof, and thereafter until their respective successors are chosen unless a shorter term is specified in the vote electing or appointing them.

3.2.1 The Vice-President may not serve in such capacity for more than two consecutive one-year terms; provided, however, that the Vice-President may serve additional, non-consecutive terms. The fact that an individual is serving as Vice-President shall not create any presumption that such individual shall be nominated for either such position in any subsequent year.

3.2.2 In the absence of the President at any meetings of the Board, the Vice President shall exercise the rights and perform the function of the President. In the absence of both the President and Vice-President, a President Pro Tempore shall be selected from the members present with a majority vote to conduct the meeting.

3.3 Treasurer: The Cyber School shall have a designated Treasurer whose responsibility is to ensure the proper operation of the business functions of the Cyber School. An Assistant Treasurer may be appointed by the Board of Trustees from its membership to assist the Board in the absence of the Treasurer and to serve as an additional signatory for checks in the absence of the Treasurer or other officers.

3.3.1 The Board of Trustees upon the recommendation of the Treasurer shall authorize the procedures to be used by the Business Administrator for the daily receipt and depositing of all funds including local, state, and federal funds, and privately donated funds.

3.3.2 The Business Administrator shall only make deposits to Board approved depositories. Through this authorization the Business Administrator shall make payments out of the general fund on proper orders approved by the Board of Trustees with all payments being signed by any two of the Board Treasurer, Assistant Board Treasurer, Board Secretary, and the Board President.

3.3.3 The Board authorization also permits the Treasurer or Assistant Treasurer to approve the pay out of funds without the prior approval of the Board for the payment of amounts owing under any contracts or accounts that shall have previously been approved by the Board and by which prompt payment the Cyber School shall receive a discount or other advantage. Such payments will be duly noted on the Treasurer's monthly Bills Payable and Financial reports for the Board.

3.3.4 The Treasurer shall ensure the proper maintenance of the Cyber School's books of account and accounting records, and of its accounting procedures.

3.3.5 The CEO and the Business Administrator shall file the Annual Budget, the Annual Financial Reports and all other reports required by the Pennsylvania Department of Education and the State of Pennsylvania and to obtain the required officer's signatures for such reports.

3.4 Secretary: The Secretary shall supervise the recording and maintain records of all proceedings of the members and Trustees in a book or series of books kept for that purpose, which book or books shall be kept at the Administrative office of the Cyber School or at the office of its Secretary and shall be open at all reasonable times to the inspections of any member. Such book or books shall also contain records of all meetings of incorporators and the original, or attested copies, of the By-Laws and names of all members and Trustees and the address of each.

3.4.1 If the Secretary is absent from any meeting of the Board of Trustees, the Assistant Secretary shall exercise the duties of the Secretary for that meeting. In the absence of both the Secretary and Assistant Secretary, a substitute shall be selected.

3.5 Suspension or Removal: An officer may be suspended or removed for cause by vote of a majority of trustees then in office at any special meeting called for such purpose or at any regular meeting.

3.5.1 An officer may be removed with cause only after reasonable notice and opportunity to be heard.

3.6 Resignation: An officer may resign by delivering his or her written resignation to the President, Treasurer or Secretary of the Cyber School, at a meeting of the Board of Trustees, or to the Cyber School at its administrative office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

3.7 Vacancies: If the office of any officer becomes vacant, the Trustees shall elect a successor.

3.7.1 Each such successor shall hold office for the remainder of the unexpired term.

3.8 Committees: The President may elect or appoint such committees (which may include individuals who are not Trustees of the Cyber School) as they may from time to time determine necessary or advisable, and may delegate, to the extent permitted by law or these By-Laws, such powers and duties thereto as they may deem advisable;

3.8.1 President is ex officio member of all committees

3.8.2 Provided, however, that all committees to which the powers of the Trustees are delegated shall consist of a majority of Trustees and provided, however, that all committees shall have a designated Trustee as liaison between the committee

and the Board. The designated Trustee will provide recommendations to the Board who will act on the recommendation. Action must be taken by a majority of the Trustees in a regular or special meeting.

Section 4 Transactions and Handling of Funds

4.1 Depositing of Funds: The Treasurer of the Cyber School shall require deposit of funds belonging to the Cyber School in a depository approved by the Board and shall at the end of each month make a report to the Cyber School Board of Trustees as to the amount of any funds received and disbursed by him or her during the month.

4.1.1 All deposits of Cyber School funds authorized by the Treasurer shall be made in the name of the SusQ-Cyber Charter School.

4.2 Investing of Funds: The Board of Trustees of the SusQ-Cyber Charter School shall invest Cyber School funds consistent with sound business practice. Authorized types of investments shall be:

4.2.1 United States Treasury bills.

4.2.2 Short-term obligations of the United States Government or its agencies or instrumentalities.

4.2.3 Deposits in savings accounts or time deposits or share accounts of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided by law therefore shall be pledged by the depository.

4.2.4 Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America.

4.2.5 Obligations of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith of the Commonwealth.

4.2.6 Obligations of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.

4.2.7 Shares of an investment company registered under the investment Company of America Act of 1940 (54 Stat. 789,15 U.S.C. 80a-1 et seq.) as defined in PA 24 PS 4-440.1 of the Pennsylvania School Code.

4.3 Standards: All investments shall be subject to the standards set forth in PA 24 PS 4-440.1 of the Pennsylvania School Code.

4.4 Accountability: The Cyber School Treasurer shall settle accounts annually with the Board of School Directors for each school.

4.4.1 An annual school audit shall be conducted according to the requirements of Article 24 of the School Code of 1949.

Section 5 Fulfillment of Charter

5.1 Evaluation and Report: The Cyber School shall be evaluated by means consistent with the requirements of Section 315 of the Pennsylvania Charter School law and the regulations provided by the Pennsylvania Department of Education according to the requirements of Act 88 of 2002.

5.2 Accountability: At the end of the five-year charter renewal period, the Cyber School Board of Trustees may apply for a five year Charter Renewal from the Pennsylvania Department of Education based on the criteria set forth in Section 316 of the Pennsylvania Charter School law and amendments to that law from Act 88 of 2002.

Section 6 Personnel

6.1 Chief Executive: The Chief Executive Officer of the Cyber School shall perform the following duties:

6.1.1 Coordinate and oversee staff;

6.1.2 Serve as liaison to the Board of Trustees;

6.1.3 Maintain the curriculum and supervise the development of additional on-line courses;

6.1.4 Serve as liaison to parents;

6.1.5 Oversee the enrollment of students;

6.1.7 Develop and oversee the budget.

6.2 Hiring of Personnel: The Board of Trustees shall approve the advertising of positions necessary to fulfill the needs of the students enrolled in the Cyber School.

6.2.1 All Cyber School employees shall comply with mandated health and safety regulations including a report of criminal history (Act 34), an official clearance statement regarding child injury or abuse from the Department of Public Welfare-(Act 151), and an FBI clearance including a fingerprint report.

6.2.2 All employees shall be hired on the basis of "at will" annual contracts whose terms shall expire at the end of each year.

6.2.3 **Non-Certified Employees:** Consistent with the Charter School law, the Cyber School shall have the right to employ non-certified staff up to 25% of the

total professional staff. Consideration shall be given to those individuals providing specialized expertise not provided by regular school personnel or to those individuals who provide a service for which no certified school personnel has applied.

6.3 Dismissal of Personnel: The Chief Executive Officer may terminate or suspend the employment of any employee if s/he determines that the employee has failed to fulfill the duties and responsibilities and /or demonstrate the qualities outlined in the job description, or if other good cause exists. The Board of Trustees will be asked to confirm the CEO's actions after the fact if taken with out prior Board approval due to necessary expediency as outlined below.

6.3.1 In the event the school finds it necessary or desirable to terminate an employee's employment before the end of the school year, the school will attempt to give the employee written notice at least 10 calendar days before termination, unless the Chief Executive Officer determines that the employee poses a threat to the health, safety, or welfare of the school or students.

6.3.2 In the event of termination of employment prior to the end of an employment contract, the employee shall be entitled only to the prorated salary and benefits earned through the last date of employment.

6.4 Personnel Policies: The Trustees shall adopt detailed written policies concerning the recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures.

Section 7 Insurance and Liability

7.1 Insurance: The Cyber School shall provide for Comprehensive General Liability, Building and Contents, Errors & Omissions (School Leaders), Blanket Occupational Accident, and Excess Workers Compensation Insurance coverage to extend to the Cyber School Board of Trustees and employees, and school activities.

7.2 Filing and Settling of Claims: The Cyber School agrees that it shall promptly report any and all pending or threatened claims, file timely notices of claims, cooperate fully in the defense of any claims and comply with the defense and reimbursement provisions of applicable insurance policies. The Cyber School shall neither compromise, settle, negotiate nor otherwise affect any disposition of potential claims asserted against it without the insurance company's written approval.

Section 8 Indemnification

8.1 Scope of Indemnification: The Cyber School shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise, by reason of the fact that such person is or was serving in an indemnified capacity, including without limitation liabilities resulting from any actual or alleged breach or

neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except where such indemnification is expressly prohibited by applicable law or where the conduct of indemnified representative has been determined to constitute willful misconduct or recklessness within the meaning of 42 Pa. C.S. 8365(b) or any superseding provision of law, sufficient in the circumstances to bar indemnification against liabilities arising from the conduct.

8.1.1 Entitlement: If an indemnified representative is entitled to indemnification in respect to a portion, but not all, of any liabilities to which such person may be subject, the Cyber School shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.

8.1.2 Termination of a Proceeding: The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the indemnified representative is not entitled to indemnification.

8.2 Definitions: For the purposes of this Section:

8.2.1 "indemnified capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a Trustee, officer, employee or agent of the Corporation, or, at the request of the Corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust employee benefit plan or other entity or enterprise.

8.2.2 "indemnified representative" means any and all Trustees and officers of the Cyber School and any other person designated as an indemnified representative by the Board of Trustees of the corporation, (which may, but need not, include any person serving at the request of the Corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise).

8.2.3 "liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense of any nature including, without limitation, attorneys' fees and disbursements.

8.2.3.4 "proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Cyber School.

8.3 Proceedings Initiated by Indemnified Representatives: Notwithstanding any other provision of this Section, the Cyber School shall not indemnify under this Section on Indemnification an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervener or *amicus curiae* by the person seeking

indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the Trustees in office

8.3.1 Exclusion of Reimbursement of Expenses: This Section does not apply to reimbursement of expenses incurred in successfully prosecuting or defending an arbitration under Section 8.6 or otherwise successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Section.

8.4 Advance of Expenses: The Cyber School shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 8.1 or 8.2 upon receipt of an undertaking by or on behalf of the indemnified representative to repay such amount if it shall ultimately be determined pursuant to Section 8.6 that such person is not entitled to be indemnified by the Cyber School pursuant to this Section. The financial ability of an indemnified representative to repay an advance shall not be a prerequisite to the making of such advance.

8.5 Securing of Indemnification Obligations: To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Cyber School may maintain insurance, obtain a letter of credit, act as self insurer, create a reserve, trust, escrow, cash collateral of other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Cyber School, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Trustees shall deem appropriate.

8.5.1 Determination of Obligations: Absent fraud, the determination of the Board of Trustees with respect to such amounts, costs, terms and conditions shall be conclusive against all security holders, officers and Trustees and shall not be subject to void ability.

8.6 Arbitration: Any dispute related to the right to the indemnification, contribution or advancement of expenses as provided under this Section, except with respect to indemnification for liabilities arising under the Securities Act of 1933 that the Cyber School has undertaken to submit to a court for adjudication, shall be decided only by arbitration in the county which the principal executive offices of the Cyber School are located, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, before a panel of three arbitrators, one of whom shall be selected by the Cyber School, the second of whom shall be selected by the indemnified representative, and the third of whom shall be selected by the other two arbitrators.

8.6.1 Contingency for Arbitration: In the absence of the American Arbitration Association, or if for any reason arbitration under the arbitration rules of the American Arbitration Association cannot be initiated, or if the arbitrators selected by the Cyber School and the indemnified representative cannot agree on the selection of the third arbitrator within thirty (30) days after such time as the Cyber School and the indemnified representative have each been notified of the selection of the other's arbitrator, the necessary arbitrator or arbitrators shall be

selected by the presiding judge of the court of general jurisdiction in such county.

8.7 Challenges to Indemnification: The party or parties challenging the right of an indemnified representative to the benefits of this Section shall have the burden of proof.

8.8 Reimbursement of Representatives: The Cyber School shall reimburse an indemnified representative for the expenses (including attorneys' fees and disbursements) incurred in successfully prosecuting or defending such arbitration.

8.9 Award by Arbitrators: Any award entered by the arbitrators shall be final, binding and non-appealable and judgment may be entered thereon by any party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable.

8.10 Contribution: If the indemnification provided for in this Section or otherwise is unavailable for any reason in respect of any liability or portion thereof, the Cyber School shall contribute to the liabilities to which the indemnified representative may be subject in such proportion as is appropriate to reflect the intent of this Section or otherwise.

8.11 Discharge of Duty: An indemnified representative shall be deemed to have discharged such person's duty to the Cyber School if he or she has relied in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

8.11.1 One or more officers or employees of the Cyber School whom the indemnified representative reasonably believes to be reliable and competent with respect to the matter presented;

8.11.2 Legal counsel, public accountants or other persons as to matters that the indemnified representative reasonably believes to be within the person's professional or expert competence; **or**

8.11.3 A committee of the Board of Trustees on which he or she does not serve as to matters within its area of designated authority, which committee he or she reasonably believes to merit confidence.

8.12 Contract Rights - Amendment or Repeal: All rights to indemnification, contribution or advancement of expenses under this Section shall be deemed a contract between the Cyber School and the indemnified representative pursuant to which the Cyber School and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

8.13 Scope of Section: The rights granted by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of disinterested Trustees or otherwise, both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of

expenses provided by or granted pursuant to this Section shall continue as to a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

8.14 Reliance on Provisions: Each person who shall act as an indemnified representative of the Cyber School shall be deemed to be doing so in reliance upon the rights of indemnification, contribution and advancement of expenses provided by this Section.

8.15 Interpretation: The provisions of this Section, when approved and ratified, are intended to constitute By-Laws authorized by Pennsylvania Law.

Section 9 Funds

9.1 Funds: Any funds accumulated by the SusQ-Cyber Charter School at the time of dissolution of the Cyber School and all the physical assets of the Cyber School shall be disposed of in accordance with the provisions of Act 88 of 2002.

Section 10 Amendments

10.1 These Bylaws may be altered, amended or repealed, or new By-Laws may be adopted, by an affirmative vote of a majority of Trustees then in office, at any regular meeting of the Trustees or special meeting of the Trustees;

10.1.1 Provided, however, that notice shall be given in the notice of the meeting that an alteration, amendment or repeal of the Bylaws, or that new Bylaws may be adopted.

Local Board Policy #008 Records

Purpose:

The SusQ-Cyber Charter School Board of Trustees is required to record and file the minutes of all public meetings of the Board of Trustees at which public action is taken.

Guidelines:

- The Assistant Board Secretary will prepare the written copy of the minutes for the Board Secretary.
- The Board Secretary will review the minutes and sign them.
- The Board minutes will be submitted to the Board at the next regularly scheduled Board meeting.
- The Board will approve the minutes.
- Board minutes will not be official until approved by the Board by a vote of the members.
- The approved minutes will be kept in a minute book that shall be available at any time to auditors from the State as well as the general public who wish to review the minutes.

Delegation of Responsibility:

The CEO has the responsibility to ensure the minutes are prepared and maintain the Charter School Minutes Book.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Local Board Policy #009
Code of Ethics

Purpose:

The SusQ-Cyber Charter School Board of Trustees, the CEO and Administrators are governed by the Ethics rules of the State of Pennsylvania.

Guidelines:

- Under these rules each Board member, the CEO and Administrators must complete a Financial Interest Form by May 1 each year.
- This form may be completed in paper format or on-line.
- In January, the CEO will distribute these forms with directions and will collect the forms for filing in the Charter School Office.
- Board members who leave the Board are required by this legislation to complete the form the year after leaving the Board.

Delegation of Responsibility:

The CEO is responsible for tracking these forms and ensuring that Board members know their responsibilities. However, responsibility for completion of the forms accurately and completely rests with the individual Board Member.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

**Local Board Policy #010
Reimbursement of Expenses**

Purpose:

The Board of Trustees recognizes that board members should not incur expenses as part of service on the Board of Trustees and therefore, it is of concern to the board that provision be made to reimburse board members when they accrue expenses as a part of such service.

Guidelines:

- The bylaws provide for the board to create a policy to govern reimbursement for such expenses incurred in the performance of board duties provided that such request for reimbursement is properly supported.

Expenses that may be recovered would include:

1. mileage reimbursement at the IRS rate to compensate for transportation to board meetings or board authorized meetings
 2. meals while away on board business if supported by receipts
 3. parking fees while attending pre-approved meetings
 4. registrations for pre-approved conferences and meetings if paid by the board member.
- A board member seeking reimbursement for expenses shall submit, by the 15th of any month, an expense form along with receipts, if appropriate, to the CEO, who will process them for payment and presentation with the bills payable at that month's Board of Trustees Meeting.

Delegation of Responsibility:

The CEO shall be responsible to provide expense forms for Board members and process them for payment.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Local Board Policy #011
Conflict of Interest

Purpose

No board member shall, as a private person, engage in any business transaction with the Charter School, be employed in any capacity by the Charter School, or receive any compensation for services rendered to the Charter School.

Guidelines

- Conflict of Interest: Whenever a Trustee believes he/she may have a conflict of interest; such conflict shall be disclosed to all Trustees then present in a meeting where decisions may be made which could give rise to the conflict of interest.
- Should a majority of the Trustees agree that a conflict might exist, the Trustee so affected shall refrain from any discussion and will not be permitted to vote on the issue-giving rise to the conflict.
- For the purpose of determining whether a quorum exists, the affected Trustee shall be deemed absent from the meeting.
- Board members who abstain from a vote must complete an abstention report giving the reason for the abstention.
- The report will be included in the Board Minutes of the meeting.

Delegation of Responsibility

The CEO has the responsibility to ensure any and all abstention reports are completed, submitted and maintained in the Charter School Minutes Book.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

**SusQ-Cyber Charter School
Board of Trustees
Abstention Report**

At the _____ (Date) Board of Trustees Meeting,

I abstained on the following motion:

The reason I abstained is:

Name: _____

Date: _____

This report must be filed with the minutes of the meeting.

Local Board Policy #012 Fundraising

Purpose:

It is the purpose of this policy to establish guidelines for fundraising activities conducted by any students/parents or employees of SusQ-Cyber Charter School (“Charter School”). The Board of Trustees (“Board”) acknowledges that the solicitation of funds by students/parent or employees must be limited because compulsory attendance laws make the student a captive donor and such solicitation may disrupt the program of Charter School.

Definitions:

For purposes of this policy “fundraising” shall include the solicitation and collection of money by students/parents or employees for any purpose and shall include the collection of money in exchange for tickets, papers, advertising or any other goods or services.

Guidelines:

- The Board of Trustees has the responsibility and also delegates responsibility to the Administration on: day-to-day basis, to monitor, supervise and control all fundraising activities associated with official school sponsored programs, events, trips and/or extracurricular activities when the same are promoted in the name of the Charter School.
- Charter School employees who act as sponsors for these events are directed not to organize, conduct and/or involve students in fundraising activities on behalf of the programs they individually sponsor unless the CEO has previously provided written approval for the fundraising activity.
- All fundraising activities must be voluntary, appropriate and undertaken for a specific purpose.
- Requests for conducting a fundraiser must be submitted in writing to the CEO at least one month before the proposed start of the project.
- Employees or students of the Charter School will not conduct any fundraising without prior written approval being granted by the CEO.
- The CEO will appoint a person to maintain documentation for all fund raising activities and who will oversee the records.
- All fund deposits and the Business Office will make payments.
- In no instance should students/parents or Charter School Employees deposit fundraising monies into personal accounts.
- In no instance shall students/parents or Charter School Employees utilize any fundraising monies or compensation for any personal purposes or benefit and/or any non-Charter School purpose or benefit.
- All funds will be deposited in a Board-approved depository.
- The Board prohibits any fundraising activities that require students/parents or employees to solicit door-to-door.

Delegation of Responsibility:

The CEO may permit collection of money by approved school affiliates, which shall be documented in writing. Such collection procedures shall provide for accurate accounting of inventory and funds by students and adults involved in the activity. Only the CEO may permit collections by students on behalf of school-related organizations, which shall be documented in writing.

The CEO shall develop rules and administrative regulations to implement this policy which:

1. Limit the number of fundraisers in a year for any group.
2. Specify times and places in which fundraising funds or monies may be collected.
3. Describe permitted methods of solicitation that do not place undue pressure on students or patrons.
4. Limit the kind and amount of advertising for solicitation.
5. Develop procedures for fundraising that limit such activity to non-instructional times.

The CEO shall distribute this policy and relevant procedures to each school affiliate granted permission to solicit funds.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

*Fundraising Request Form attached.

SusQ-Cyber Charter School
Fundraising Request Form

For fundraisers to be conducted by students or employees of SusQ-Cyber Charter School this request form must be submitted to the CEO at least one month before the fundraising activity is scheduled to begin.

1. Purpose of the fundraiser: _____
2. Time frame for the fundraiser: _____
3. Describe the activity to be held: _____
4. Location where activity will be held: _____

Name and position of individual submitting the form: _____

Approval of CEO:

Signature

Date

Approval of Board of Trustees:

Date

100 PROGRAMS

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**-Program Policy #100
Vision Statement**

Purpose:

In March 2019, The Board revised the school's vision statement to reflect more accurately the vision of the SusQ-Cyber Charter School.

Guidelines:

The SusQ-Cyber Charter School, in collaboration with parents and community, will provide a quality education to assist students in the development and achievement of their post-secondary goals, empowering life-long learners and contributors to a global society.

Delegation of Responsibility:

The CEO will ensure that this vision is distributed, and is the guiding principle of the Cyber School.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

**Program Policy #101
Mission Statement**

Purpose:

The mission of the SusQ-Cyber Charter School has been developed to be part of the Charter Application and has seen modifications in each charter renewal. It reflects the reason the Cyber School exists and its goals for operation.

Guidelines:

The SusQ-Cyber Charter School utilizes innovative technology and research-based curriculum to deliver student-centered learning, while providing accountability and flexibility in a safe, inclusive environment.

Delegation of Responsibility:

The CEO shall disseminate the mission statement and publicize it on the web and in written publications. The CEO shall use all efforts to hold the Cyber School to the pursuit of the Mission.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Program Policy #105 Course Proposal Procedure

Purpose:

From time to time staff members may see the need for a different course or a course that develops out of a course they are teaching. It is important that a procedure be in place to monitor this development.

Guidelines:

- To initiate the request for a new course for SusQ-Cyber Charter School, teachers need to do the following in the order specified:
 1. Complete a *Course Proposal Form* and submit the form to the Principal by January 1st for initial review.
 2. If approved by the Principal, the request will be submitted to the CEO for review at least two weeks prior to the January Board Meeting.
 3. If approved by the CEO, the request will go before the Board of Trustees for review and final approval.
- Only after Board approval may the course be included in the course directory or books and materials be ordered.

Delegation of Responsibility:

The CEO is responsible to ensure that this procedure is followed to prevent books and materials being ordered before a course is approved.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

SusQ-Cyber Charter School
Course Proposal Form

Name (Staff member):

Content Area:

Title of Course:

Abstract of Course:

Relevance to Content Area:

Overview of Course Objectives:

Course Credit (.5 or 1.0)

Materials and resources cost:

Signature of Staff Member

Date Submitted

Approved

Not Approved

Reason for Non Approval

Signature of Principal

Date

Approved

Not Approved

Reason for Non Approval

Signature of CEO

Date

Approval by Board of Trustees

Date

Program Policy #113
Annual Public Notice of Special Education Services
and Programs and Rights for Students with Disabilities
and Notification of Rights under the Family
Educational Rights and Privacy Act (FERPA)

Purpose:

All children with disabilities residing in the Commonwealth, regardless of the severity of their disabilities, and who are in need of special education and related services, are to be located, identified and evaluated. This responsibility is required by a federal law called the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. 1200 *et seq.* ("IDEA 2004").

Chapter 711 of Title 22 of the Pennsylvania Code requires the publication of a notice to parents regarding public awareness activities sufficient to inform parents of children applying to or enrolled in the Charter School of available special education services and programs and how to request those services and programs and of systematic screening activities that lead to the identification, location and evaluation of children with disabilities enrolled in the Charter School.

In addition, the federal Family Educational Rights and Privacy Act of 1974 (FERPA), which protects confidentiality, requires educational agencies to notify parents annually of their confidentiality rights.

Guidelines:

- The Cyber Charter School fulfills its duties with this annual notice and has incorporated several sections of the PaTTAN Procedural Safeguards Notice and other applicable guidelines from the Pennsylvania Department of Education into the Board-approved Child Find Notice, and Policies and Procedures described below.
- The Charter School also directs parents to the procedural safeguards notice from PaTTAN available at the school's main office for additional information regarding rights and services.
- Parents may contact the Charter School's **CEO at 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA 17815, (866) 370-1226** at any time to request a copy of the procedural safeguards notice or with any other questions about special education, services, screenings, policies or procedures.
- The Procedural Safeguards Notice is provided to parents by the Charter School once per school year or:
 1. upon initial referral or parent request for evaluation;
 2. upon filing by parents of their first State complaint under 34 CFR §§300.151 through 300.153 and upon filing by parents of their first due process complaint under §300.507 in a school year;
 3. when a decision is made to take a disciplinary action that constitutes a change of placement; and
 4. upon parent request.
- The purpose of this annual notice is to comply with the Charter School's obligations under Chapter 711 of Title 22 of the Pennsylvania Code and to describe: (1) the types of disabilities that might qualify the child for special education; (2) the special education programs and related services that are available; (3) the process by which the Charter School screens and evaluates such students to determine eligibility; (4) the special rights that pertain to such children and their parents or legal guardians and (5) the confidentiality rights that pertain to student information.

- A copy of this Annual Notice is also available on the school's website at: www.susqcyber.org Qualifying for special education and related services Under the federal Individuals with Disabilities Education Improvement Act of 2004, or "IDEA 2004," children qualify for special education and related services if they have one or more of the following disabilities and, as a result, need special education and related services: mental retardation; hearing impairment, including deafness; speech or language impairment; visual impairment, including blindness; serious emotional disturbance; orthopedic impairment; autism; traumatic brain injury; other health impairment; specific learning disability; deaf-blindness; or multiple disabilities.

IDEA 2004 provides legal definitions of the disabilities that qualify a student for special education, which may differ from those terms used in medical or clinical practice or common usage.

Section 504 Services

- Under Section 504 of the federal Rehabilitation Act of 1973, some school age children with disabilities who do not meet the eligibility criteria outlined above might be eligible for special protections and for adaptations and accommodations in instruction, facilities, and activities. Children are entitled to such protections, adaptations, and accommodations if they have a mental or physical disability that substantially limits or prohibits participation in or access to an aspect of the school program and otherwise qualify under the applicable state and federal laws, including Chapter 711 of Title 22 of the Pennsylvania Code and Section 504.
- The Charter School must ensure that qualified handicapped students have equal opportunity to participate in the school program and activities to the maximum extent appropriate for each individual student. In compliance with applicable state and federal laws, the Charter School provides to each qualifying protected handicapped student without discrimination or cost to the student or family, those related aids, services or accommodations which are needed to provide equal opportunity to participate in and obtain the benefits of the school program and activities to the maximum extent appropriate to the student's abilities and to the extent required by the laws.
- These services and protections for "protected handicapped students" may be distinct from those applicable to eligible or thought-to-be eligible students. The Charter School or the parent may initiate an evaluation if they believe a student is a protected handicapped student. For further information on the evaluation procedures and provision of services to protected handicapped students, parents should contact the school's CEO at 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA 17815, (866) 370-1226.

Children Below Mandatory School Age

- If a Charter School admits children below school age, early intervention services may be available to eligible children with special needs. Any questions about services available to children under school age should be directed to the CEO at 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA 17815, (866) 370-1226.

Least Restrictive Environment "LRE"

- Charter Schools ensure that children with disabilities are educated to the maximum extent possible in the regular education environment or "least restrictive environment". To the maximum extent appropriate, students with disabilities are educated with students who are not disabled. Special classes, separate schooling or other removal of students with disabilities from

the general educational environment occurs only when the nature or severity of the disability is such that education in general education classes, even with the use of supplementary aids and services, cannot be achieved satisfactorily. Programs and services available to students with disabilities, might include:

- (1) regular class placement with supplementary aides and services provided as needed in that environment;
 - (2) regular class placement for most of the school day with itinerant service by a special education teacher either in or out of the regular classroom;
 - (3) regular class placement for most of the school day with instruction provided by a special education teacher in a resource classroom;
 - (4) part time special education class placement in a regular public school or alternative setting; and
 - (5) special education class placement or special education services provided outside the regular class for most or all of the school day, either in a regular public school or alternative setting.
- Depending on the nature and severity of the disability, a Charter School can provide special education programs and services as determined by the IEP team, in locations such as:
- (1) the classroom/building the child would attend if not disabled,
 - (2) an alternative regular class either in or outside the school,
 - (3) a special education center operated by an IU,
 - (4) an approved private school or other private facility licensed to serve children with disabilities,
 - (5) a residential school,
 - (6) approved out-of-state program, or
 - (7) the home.
- Special education services are provided according to the educational needs of the child, not the category of disability. Types of service that may be available, depending upon the child's disability and needs include, but are not limited to:
- (1) learning support;
 - (2) life skills support;
 - (3) emotional support;
 - (4) deaf or hearing impaired support;
 - (5) blind or visually impaired support;
 - (6) physical support;
 - (7) autistic support;
 - (8) multiple disabilities support;
 - (9) speech and language support
 - (10) extended school year support; and
 - (11) vision support.
- Related services are designed to enable the child to participate in or access his or her program of special education. Examples of related services that a child may require include but are not limited to: speech and language therapy, transportation, occupational therapy, physical therapy, school nursing services, audiology counseling services, parent counseling, or training, certain medical services for diagnostic or evaluation purposes, social work, recreation, and transition. Some students may also be eligible for extended school year services if determined needed by

- their IEP teams in accordance with Chapter 711 regulations.
- The Charter School, in conjunction with the parents, determines the type and intensity of special education and related services that a particular child needs based on the unique program of special education and related services that the school develops for that child. The child's program is described in writing in an individualized education program, or "IEP," which is developed by an IEP^[I]_[SEP] team. The participants in the IEP team are dictated by IDEA 2004. The parents of the child have the right to be notified of and to be offered participation in all meetings of their child's IEP team. The IEP is revised as often as circumstances warrant but reviewed at least annually. The law requires that the program and placement of the child, as described in the IEP, be reasonably calculated to ensure meaningful educational benefit to the student. In accordance with IDEA 2004, there may be situations in which a Charter School may hold an IEP team meeting if the parents refuse or fail to attend the IEP team meeting.
 - IEPs generally contain:
 - (1) a statement of the student's present levels;
 - (2) a statement of measurable annual goals established for the child;
 - (3) a statement of how the child's progress toward meeting the annual goals will be measured and when periodic reports will be provided;
 - (4) a statement of the special education and related services and supplementary aids and services and a statement of the program modifications or supports for school personnel that will be provided, if any;
 - (5) an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in activities;
 - (6) a statement of any individual appropriate accommodations that are necessary to measure the performance of the child on State and school assessments; and
 - (7) the projected date for the beginning of the services and modifications and the anticipated frequency, location and duration of those services or modifications.
 - Beginning not later than the first IEP to be in effect when the child turns 14, or younger if determined appropriate by the IEP Team, and updated annually, thereafter, the IEP must include appropriate measurable postsecondary goals and transition services needed to assist in reaching those goals. The Charter School must invite the child to the IEP team meeting at which the transition plan is developed.
 - Beginning not later than one year before the child reaches the age of majority under State law, the IEP must include a statement that the child has been informed of the child's rights, if any, that will transfer to the child on reaching the age of majority.

Screening and Evaluation Procedures for Children to Determine Eligibility

Screening

- The Charter School has established a system of screening which may include pre-referral intervention services to accomplish the following:
 1. Identification and provision of initial screening for students prior to referral for a special education evaluation.
 2. Provision of peer support for teachers and other staff members to assist them in working effectively with students in the general education curriculum.
 3. Identification of students who may need special education services and programs.

- The screening process includes hearing and vision screening in accordance with Section 1402 of the Public School Code of 1949 (24 P. S. § 14-1402) for the purpose of identifying students with hearing or vision difficulty so that they can be referred for assistance or recommended for evaluation for special education.
- Screening at reasonable intervals to determine whether all students are performing based on grade-appropriate standards in core academic subjects.
- The Charter School has established and implements procedures to locate, identify and evaluate children suspected of being eligible for special education. These procedures involve ^[1] screening activities, which may also include but are not limited to: review of data and student records; motor screening; and speech and language screening. The school assesses the current achievement and performance of the child, designs school-based interventions, and assesses the effectiveness of interventions. If the concern can be addressed without special education services, or is the result of limited English proficiency or appropriate instruction, a recommendation may be made for interventions other than a multidisciplinary team evaluation. Parents have the right to request a multidisciplinary team evaluation at any time, regardless of the outcome of the screening process.
- In accordance with Chapter 711, in the event that the Charter School would meet the criteria in 34 CFR 300.646(b)(2) (relating to disproportionality), as established by the State Department of Education, the services that would be required would then include:
 1. A verification that the student was provided with appropriate instruction in reading, including the essential components of reading instruction (as defined in section 1208(3) of the Elementary and Secondary Education Act (ESEA) (20 U.S.C.A. § 6368(3)), and appropriate instruction in math.
 2. For students with academic concerns, an assessment of the student's performance in relation to State-approved grade level standards.
 3. For students with behavioral concerns, a systematic observation of the student's behavior in the school environment where the student is displaying difficulty.
 4. A research-based intervention to increase the student's rate of learning or behavior change based on the results of the assessments under paragraph (2) or (3), or both.
 5. Repeated assessments of achievement or behavior, or both, conducted at reasonable intervals, reflecting formal monitoring of student progress during the interventions.
 6. A determination as to whether the student's assessed difficulties are the result of a lack of instruction or limited English proficiency.
 7. A determination as to whether the student's needs exceed the functional ability of the regular education program to maintain the student at an appropriate instructional level.
 8. Documentation that information about the student's progress as identified in paragraph (5) was periodically provided to the student's parents.
- Except as indicated above or otherwise announced publicly, screening activities take place on going at periods throughout the school year. Screening is conducted at the Charter School, unless other arrangements are necessary or arranged.
- The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation is not to be considered an evaluation for eligibility for special education and related services.

If parents need additional information regarding the purpose, time, and location of screening activities, they should call or write the CEO of Charter School at: SusQ-Cyber Charter School, 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA 17815 (866) 370-1226.

Screening or pre-referral intervention activities may not serve as a bar to the right of a parent to request an evaluation, at any time, including prior to or during the conduct of screening or pre-referral intervention activities.

Evaluation

- An evaluation under IDEA 2004 involves the use of a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the child, including information provided by the parent that may assist in determining whether the child is a child with a disability and the content of the child's IEP. The Charter School does not use any single measure or assessment as a sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child. Technically sound instruments are used to assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors.
- Parental consent must be obtained by the Charter School prior to conducting an initial evaluation to determine if the child qualifies as a child with a disability, and before providing special education and related services to the child. Parental consent for an evaluation shall not be construed as consent for their child to receive special education and related services. The screening of a child by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation is not considered to be an evaluation for eligibility for special education and related services; therefore, parental consent is not required in this instance.
- The law contains additional provisions and due process protections regarding situations in which parental consent for an initial evaluation is absent or refused discussed more fully below and in the PaTTAN Procedural Safeguards Notice. If you have any questions about where to obtain a copy of the PaTTAN Procedural Safeguards Notice, kindly contact the CEO at 240 Market Street, Suite 15, Bloomsburg, PA 17815, (866) 370-1226.
- The evaluation process is conducted by a Multi-Disciplinary Team (MDT) which includes a teacher, other qualified professionals who work with the child, the parents and other members as required by law. The MDE process must be conducted in accordance with specific timelines and must include protective procedures. For example, tests and procedures used as part of the Multi-Disciplinary Evaluation may not be racially or culturally biased.
- The MDE process culminates with a written report called an Evaluation Report (ER). This report makes recommendations about a student's eligibility for special education based on the presence of a disability and the need for specially designed instruction.
- Parents who think their child is eligible for special education may request, at any time, that the Charter School conduct a Multi-Disciplinary Evaluation. Requests for a Multi-Disciplinary Evaluation must be made in writing to the CEO at 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA 17815, (866) 370-1226.
- If a parent makes an oral request for a Multi-Disciplinary Evaluation, the Charter School shall provide the parent with a form(s) for that purpose. If the public school denies the parents' request for an evaluation, the parents have the right to challenge the denial through an impartial hearing or through voluntary alternative dispute resolution such as mediation.

- Reevaluations are conducted if the Charter School determines that the educational or related services needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or if the child's parent or teacher requests a reevaluation. A reevaluation may occur not more than once a year, unless the parent and the Charter School agree; and must occur once every 3 years, unless the parent and the Charter School agree that a reevaluation is unnecessary. Students with mental retardation must be reevaluated every two years under State law.

Educational Placement

- The determination of whether a student is eligible for special education is made by an Individualized Education Program (IEP) team. The IEP team includes: the parents of a child with a disability; not less than one regular education teacher, if the child is, or may be, participating in the regular education environment; not less than one special education teacher, or when appropriate, not less than one special education provider; a representative of the school who is qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of children with disabilities, is knowledgeable about the general education curriculum, and is knowledgeable about the availability of resources of the Charter School; an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described above; other individuals, at the discretion of the parent or the agency, who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and whenever appropriate, a child with a disability. IEP team participation is directly addressed by the regulations. If the student is determined to be eligible for special education, the IEP team develops a written education plan called an IEP. The IEP shall be based in part on the results of the Multi-Disciplinary Evaluation. When the IEP team decides that a student is not eligible for special education, recommendations for educational programming in regular education may be developed from the ER.
- Placement must be made in the "least restrictive environment", as described more fully above, in which the student's needs can be met with special education and related services. All students with disabilities must be educated to the maximum extent appropriate with children who are not disabled.

Parents and Surrogate Parents

- For purposes of this Notice, the Charter School considers parents to be biological or adoptive parents of a child; a foster parent; a guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child; an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare; or a surrogate parent.
- A surrogate parent must be appointed when no parent can be identified; a public agency, after reasonable efforts, cannot locate a parent; the child is a ward of the State under the laws of Pennsylvania, or the child in an unaccompanied homeless youth as defined by the McKinney-Vento Homeless Assistance Act, 42 U.S.C. Sec. 11434a(6). A person selected as a surrogate parent must not be an employee of the SEA, the Charter School or any other agency that is involved in the education or care of the child; has no personal or professional interest that conflicts with the interest of the child the surrogate parent represents; and has knowledge and skills that ensure adequate representation of the child. The surrogate parent may represent the

child in all matters relating to the identification, evaluation, and educational placement of the child and the provision of FAPE to the child. Reasonable efforts must be made to ensure the assignment of a surrogate parent not more than 30 days after it is determined that the child needs a surrogate parent.

Prior Written Notice

- The Charter School will notify the parent whenever the Charter School:
 1. Proposes to initiate or to change the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education (FAPE) to the child; or
 2. Refuses to initiate or to change the identification, evaluation, or educational placement of your child, or the provision of FAPE to the child.
 3. Change of placement for disciplinary reasons.
 4. Due process hearing, or an expedited due process hearing, initiated by the Charter School.
 5. Refusal of the Charter School to agree to an independent educational evaluation (IEE) at public expense.
- In Pennsylvania, prior written notice is provided by means of a Prior Written Notice Form/Notice of Recommended Educational Placement (NOREP). You should be given reasonable notice of this proposal or refusal so that if you do not agree with the Charter School you may take appropriate action. Reasonable Notice means ten days.

The prior written notice must:

- Describe the action that the Charter School proposes or refuses to take;
- Explain why the Charter School is proposing or refusing to take the action;
- Describe each evaluation procedure, assessment, record, or report the Charter School used in deciding to propose or refuse the action;
- Include a statement that you have protections under the procedural safeguards provisions in Part B of IDEA;
- Tell how you can obtain a description of the procedural safeguards if the action that the Charter School is proposing or refusing is not an initial referral for evaluation;
- Include resources for you to contact for help in understanding Part B of the IDEA;
- Describe any other choices that your child's IEP Team considered and the reasons why those choices were rejected; and
- Provide a description of other reasons why the Charter School proposed or refused the action.

The notice must be:

- Written in language understandable to the general public; and
- Provided in your native language or other mode of communication you use unless it is clearly not feasible to do so.
- If your native language or other mode of communication is not a written language, the Charter School will ensure that:
 1. The notice is translated for you orally or by other means in your native language or other mode of communication;
 2. You understand the content of the notice; and
 3. There is written evidence that 1 and 2 have been met.

- **Native language**, when used with an individual who has limited English proficiency, means the following:
 1. The language normally used by that person, or, in the case of a child, the language normally used by the child's parents;
 2. In all direct contact with a child (including evaluation of a child), the language normally used by the child in the home or learning environment.
 3. For a person with deafness or blindness, or for a person with no written language, the mode of communication is what the person normally uses (such as sign language, Braille, or oral communication).

Parental Consent

Consent means:

- You have been fully informed in your native language or other mode of communication (such as sign language, Braille, or oral communication) of all information about the action for which consent *is* sought;
- You understand and agree in writing to that action, and the consent describes that action and lists the records (if any) that will be released and to whom; and
- You understand that the consent does not negate (undo) an action that has occurred after you gave your consent and before you withdrew it.

Need for Parental Consent

1. Initial Evaluations (34 CFR §300.300)

a. General Rule: Consent for initial evaluation

The Charter School cannot conduct an initial evaluation of your child to determine whether your child is eligible under Part B of the IDEA to receive special education and related services without first providing you with prior written notice of the proposed action and without obtaining your consent. The Charter School must make reasonable efforts to obtain your informed consent for an initial evaluation to decide whether your child is a child with a disability. Your consent for initial evaluation does not mean that you have also given your consent for the Charter School to start providing special education and related services to your child. If your child is enrolled in public school or you are seeking to enroll your child in a public school and you have refused to provide consent or failed to respond to a request to provide consent for an initial evaluation, the Charter School may, but is not required to, seek to conduct an initial evaluation of your child by utilizing the Act's mediation or due process complaint, resolution meeting, and impartial due process hearing procedures. The Charter School will not violate its obligations to locate, identify and evaluate your child if it does not pursue an evaluation of your child in these circumstances.

b. Special rules for initial evaluation of wards of the State Under Pennsylvania law, if a child is designated a ward of the state, the whereabouts of the parent are not known or the rights of the parent have been terminated in accordance with State law. Therefore, someone other than the parent has been designated to make educational decisions for the child. Consent for an initial evaluation should, therefore, be obtained from the individual so designated. ***Ward of the State***, as used in the IDEA, encompasses two other categories, so as to include a child who is:

- a. A foster child who does not have a foster parent;
- b. Considered a ward of the State under State law; or
- c. In the custody of a public child welfare agency.

2. Consent for Initial Placement in Special Education (34 CFR §300.300)

Definitions of Parental Consent:

1. Consent Means:
 - a. You have been fully informed in your native language or other mode of communication (such as sign language, Braille, or oral communication) of all information about the action for which consent is sought;
 - b. You understand and agree in writing to that action, and the consent describes that action and lists the records (if any) that will be released and to whom; and
 - c. You understand that the consent does not negate (undo) an action that has occurred after you gave your consent and before you withdrew it.
2. Can the Parent Revoke Consent?
 - a. Yes. You must submit written documentation to the staff revoking consent for special education and related services;
 - b. When you revoke consent for special education and related services, the Charter School must provide you with Prior Written Notice;
 - c. Special education and related services cannot cease until the Charter School provides you with Prior Written Notice;
 - d. Prior notice is defined as ten calendar days;
 - e. Charter School staff cannot use mediation or due process to override your revocation of consent;
 - f. The Charter School will not be considered in violation of the requirement to make ^[I]FAPE available to the child because of the failure to provide the child with further special education and related services;
 - g. The Charter School is not required to amend the child's educational records to remove any references to the child's receipt of special education and related services because of the revocation of consent; and
 - h. The Charter School is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education and related services.

Parental consent for services:

- The Charter School must obtain your informed consent before providing special education and related services to your child for the first time. The Charter School must make reasonable efforts to obtain your informed consent before providing special education and related services to your child for the first time.
- If you do not respond to a request to provide your consent for your child to receive special education and related services for the first time, or if you refuse to give such consent, the Charter School may not use the procedural safeguards (i.e. mediation, due process complaint, resolution meeting, or an impartial due process hearing) in order to obtain agreement or a ruling that the special education and related services as recommended by your child's IEP Team may be provided to your child without your consent.
- If you refuse to give your consent for your child to start receiving special education and related services, or if you do not respond to a request to provide such consent and the Charter School does not provide your child with the special education and related services for which it sought your consent, the Charter School:

1. Is not in violation of the requirement to make FAPE available to your child for its failure to provide those services to your child; **and**
2. Is not required to have an IEP meeting or develop an IEP for your child for the special education and related services for which your consent was requested.

3. Consent for Reevaluations (34 CFR §300.300)

The Charter School must obtain your informed consent before it reevaluates your child, unless the Charter School can demonstrate that;

- a. It took reasonable steps to obtain your consent for your child's reevaluation; **and**
- b. You did not respond.

4. Documentation of Reasonable Efforts to Obtain Parental Consent (34 CFR §300.300)^[SEP]

The Charter School must maintain documentation of reasonable efforts to obtain parental consent for initial evaluations, to provide special education and related services for the first time, to reevaluate and to locate parents of wards of the State for initial evaluations. The documentation must include a record of the Charter School's attempts in these areas, such as:

- a. Detailed records of telephone calls made or attempted and the results of those calls;
- b. Copies of correspondence sent to the parents and any responses received; **and**
- c. Detailed records of visits made to the parent's home or place of employment and the results of those visits.

5. Consent Not Required Related to Evaluation

Your consent is not required before the Charter School may;

- a. Review existing data as part of your child's evaluation or a reevaluation; or
- b. Give your child a test or other evaluation that is given to all children unless, before that test or evaluation, consent is required from all parents of all children.

6. Refused Consent to a Reevaluation

If you refuse to consent to your child's reevaluation, the Charter School may, but is not required to, pursue your child's reevaluation by using the mediation, due process complaint, resolution meeting, and impartial due process hearing procedures to seek to override your refusal to consent to your child's reevaluation. As with initial evaluations, the Charter School does not violate its obligations under Part B of the IDEA if it declines to pursue the reevaluation in this manner.

The Charter School may not use your refusal to consent to one service or activity to deny you or your child any other service, benefit, or activity.

7. Disagreements with an Evaluation

a. Independent Educational Evaluations (34 CFR §300.502)

1. General

As described below, you have the right to obtain an independent educational evaluation (IEE) of your child if you disagree with the evaluation of your child that was obtained by the Charter School. If you request an IEE, the Charter School must provide you with information about where you may obtain an IEE and about the Charter School's criteria that apply to IEEs.

2. Definitions

- a) **Independent educational evaluation** means an evaluation conducted by a qualified examiner who is not employed by the Charter School responsible for the education of your child.
- b) **Public expense** means that the Charter School either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to you, consistent with the provisions of Part B of the IDEA, which allow each State to use whatever State, local, Federal and private sources of support are available in the State to meet the requirements of Part B of the Act.

3. Parent right to evaluation at public expense

You have the right to an IEE of your child at public expense if you disagree with an evaluation of your child obtained by the Charter School, subject to the following conditions:

- a) If you request an IEE of your child at public expense, the Charter School must, without unnecessary delay, either: (a) File a due process complaint to request a hearing to show that its evaluation of your child is appropriate; or (b) Provide an IEE at public expense, unless the Charter School demonstrates in a hearing that the evaluation of your child that you obtained did not meet the Charter School's criteria.
- b) If the Charter School requests a hearing and the final decision is that the Charter School's evaluation of your child is appropriate, you still have the right to an IEE, but not at public expense.
- c) If you request an IEE of your child, the Charter School may ask why you object to the evaluation of your child obtained by the Charter School. However, the Charter School may not require an explanation and may not unreasonably delay either providing the IEE of your child at public expense or filing a due process complaint to request a due process hearing to defend the Charter School's evaluation of your child.
- d) You are entitled to only one IEE of your child at public expense each time the Charter School conducts an evaluation of your child with which you disagree.
- e) Charter School criteria
If an IEE is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the Charter School uses when it initiates an evaluation (to the extent those criteria are consistent with your right to an IEE). Except for the criteria described above, a Charter School may not impose conditions or timelines related to obtaining an IEE at public expense.

b. Parent-initiated evaluations

If you obtain an IEE of your child at public expense or you share with the Charter School an evaluation of your child that you obtained at private expense:

- 1) The Charter School must consider the results of the evaluation of your child, if it meets the Charter School's criteria for IEEs, in any decision made with respect to

- the provision of FAPE to your child; **and**
- 2) You or the Charter School may present the evaluation as evidence at a due process hearing regarding your child.
- c. **Requests for evaluations by hearing officers**
 If a hearing officer requests an IEE of your child as part of a due process hearing, the cost of the evaluation must be at public expense.

ANNUAL NOTICE OF RIGHTS REGARDING STUDENT RECORDS:

CONSENT FOR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION
(34 CFR 8300.622)

Unless the information is contained in education records, and the disclosure is authorized without parental consent under FERPA, your consent must be obtained before personally identifiable information is disclosed to parties other than officials of participating agencies. Except under the circumstances specified below, your consent is not required before personally identifiable information is released to officials of participating agencies for purposes of meeting a requirement of Part B of the IDEA.

Your consent, or consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.

ACCESS TO CONFIDENTIAL INFORMATION RELATED TO STUDENT (34 CFR S300.611)

1. **Related to the confidentiality of information, the following definitions apply:**
 - a. ***Destruction*** means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
 - b. ***Education records*** means the type of records covered under the definition of "education records" in 34 CFR Part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA)).
 - c. ***Participating agency*** means any Charter School, agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the IDEA.
 - d. ***Personally identifiable*** (34 CFR §300.32) means information that has:
 - 1) Your child's name, your name as the parent, or the name of another family member;
 - 2) Your child's address;
 - 3) A personal identifier, such as your child's social security number or student number; **or**
 - 4) A list of personal characteristics or **other** information **that** would make it possible to identify your child with reasonable certainty.

2. Access Rights (34 CFR §300.613)

a. Parent Access

The Charter School must permit you to inspect and review any education records relating to your child that are collected, maintained, or used by the Charter School under Part B of the IDEA. The Charter School must comply with your request to inspect and review any education records on your child without unnecessary delay or before any meeting regarding an IEP, or any impartial due process hearing (including a resolution meeting or a hearing regarding discipline), and in no case more than 45 calendar days after you have made a request.

- 1) Your right to inspect and review education records includes:
- 2) Your right to a response from the Charter School to your reasonable requests for explanations and interpretations of the records;
- 3) Your right to request that the Charter School provide copies of the records if you cannot effectively inspect and review the records unless you receive those copies; **and**
- 4) Your right to have your representative inspect and review the records.
 - a) The Charter School may presume that you have authority to inspect and review records relating to your child unless advised that you do not have the authority under applicable State law governing such matters as guardianship, or separation and divorce.
 - b) If any education **record includes information on more than one child**, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.
 - c) On request, each Charter School must provide you with a **list of the types and locations of education records** collected, maintained, or used by the Charter School.

b. Other Authorized Access (34 CFR §300.614)

The Charter School must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the IDEA (except access by parents and authorized employees of the participating agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

3. Fees

The Charter School may charge a fee for copies of records (34 CFR §300.617) that are made for you under Part B of the IDEA, if the fee does not effectively prevent you from exercising your right to inspect and review those records.

The Charter School may not charge a fee to search for or to retrieve information under Part B of the IDEA.

4. Amendment of Records at Parent's Request (34 CFR §300.618)

If you believe that information in the education records regarding your child collected, maintained, or used under Part B of the IDEA is inaccurate, misleading, or violates the privacy or other rights of your child, you may request the Charter School that maintains the information to change the information.

The Charter School must decide whether to change the information in accordance with your request within a reasonable period of time of receipt of your request. If the Charter School

refuses to change the information in accordance with your request, it must inform you of the refusal and advise you of the right to a hearing for this purpose.

5. Opportunity for a Records Hearing (34 CFR §300.619)

The Charter School must, on request, provide you an opportunity for a hearing to challenge information in education records regarding your child to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child.

a. Hearing Procedures (34 CFR §300.621)

A hearing to challenge information in education records must be conducted according to the following procedures for such hearings under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1233g (FERPA):

- 1) The educational agency or institution shall hold the hearing within a reasonable time after it has received the request for the hearing from the parent or eligible student.
- 2) The educational agency or institution shall give the parent or eligible student notice of the date, time, and place, reasonable in advance of the hearing.
- 3) The hearing may be conducted by any individual, including an official of the educational agency or institution who does not have a direct interest in the outcome of the hearing.
- 4) The educational agency or institution shall give the parent or eligible student a full and fair opportunity to present evidence to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading, or in violation of the privacy rights of the student. The parent or eligible student may, at their own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.
- 5) The educational agency or institution shall make its decision in writing within a reasonable period of time after the hearing.
- 6) The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

b. Result of Hearing (34 CFR §300.620)

If, as a result of the hearing, the Charter School decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it must change the information accordingly and inform you in writing. If, as a result of the hearing, the Charter School decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child, you may place in the records that it maintains on your child a statement commenting on the information or providing any reasons you disagree with the decision of the participating agency.

Such an explanation placed in the records of your child must:

1. be maintained by the Charter School as part of the records of your child as long as the record or contested portion is maintained by the participating agency; **and**
2. if the Charter School discloses the records of your child or the challenged portion to any party, the explanation must also be disclosed to that party.

c. Safeguards (34 CFR §300.623)

Each Charter School must protect the confidentiality of personally identifiable

information at collection, storage, disclosure, and destruction stages.

One official at each Charter School must assume responsibility for ensuring the confidentiality of any personally identifiable information. All persons collecting or using personally identifiable information must receive training or instruction regarding your State's policies and procedures regarding confidentiality under Part B of the IDEA and FERPA.

Each Charter School must maintain, for public inspection, a current listing of the names and positions of those employees within the agency who have access to personally identifiable information.

6. Destruction of Information (34 CFR §300.624)

The Charter School must inform you when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to your child, and the information must be destroyed at your request.

However, a permanent record of your child's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

PROCEDURES FOR DISCIPLINARY EXCLUSION OF CHILDREN WITH DISABILITIES.

There are special rules in Pennsylvania for excluding children with disabilities for disciplinary reasons.

AUTHORITY OF SCHOOL PERSONNEL (34 CFR 8300.530)

1. Case-by-case determination

School personnel may consider any unique circumstances on a case-by-case basis, when determining whether a change of placement, made in accordance with the following requirements related to discipline, is appropriate for a child with a disability who violates a school code of student conduct.

2. General

To the extent that they also take such action for children without disabilities, school personnel may, for not more than 10 consecutive school days, remove a child with a disability (other than a child with mental retardation) who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension. School personnel may also impose additional removals of the child of not more than 10 consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement (see *Change of Placement Because of Disciplinary Removals* for the definition, below) or exceed 15 cumulative schooldays in a school year. Once a child with a disability has been removed from his or her current placement for a total of 10 school days in the same school year, the Charter School must, during any subsequent days of removal in that school year, provide services to the extent required below under the sub-heading *Services*. ¹¹⁷_{SEP}

3. **Additional authority**

If the behavior that violated the student code of conduct was not a manifestation of the child's disability (see *Manifestation determination*, below) and the disciplinary change of placement would exceed 10 consecutive school days, school personnel may apply the disciplinary procedures to that child with a disability in the same manner and for the same duration as it would to children without disabilities, except that the school must provide services to that child as described below under *Services*. The child's IEP Team determines the interim alternative educational setting for such services. Under PA special education regulations, a disciplinary exclusion of a student with a disability for more than 15 cumulative school days in a school year will be considered a pattern so as to be deemed a change in educational placement (explained under **Change of Placement Because of Disciplinary Removals**). The Charter School is required to issue a NOREP/Prior Written Notice to parents prior to a removal that constitutes a change in placement (removal for more than 10 consecutive days or 15 cumulative days).

4. **Services**

The services that must be provided to a child with a disability who has been removed from the child's current placement may be provided to an interim alternative educational setting. A Charter School is only required to provide services to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if it provides services to a child without disabilities who has been similarly removed. Students may have the responsibility to make up exams and work missed while being disciplined by suspension and may be permitted to complete these assignments within guidelines established by their Charter School.

A child with a disability who is removed from the child's current placement for more than 10 consecutive school days must:

- a. continue to receive educational services, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; **and**
- b. receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not happen again.

After a child with a disability has been removed from his or her current placement for 10 school days during one school year, or if current removal is for 10 consecutive school days or less, and if the removal is not a change of placement (see definition below), then school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

If the removal is a change of placement (see definition below), the child's IEP Team determines the appropriate services to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

5. **Manifestation determination**

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct (except for a removal that does not

constitute a change in educational placement i.e., is for 10 consecutive school days or less and not a change of placement), the Charter School, the parent, and relevant members of the IEP Team (as determined by the parent and the Charter School) must review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine;

- a. if the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. if the conduct in question was the direct result of the Charter School's failure to implement the child's IEP.

If the Charter School, the parent, and relevant members of the child's IEP Team determine that either of those conditions was met, the conduct must be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the child's IEP Team determine that the conduct in question was the direct result of the Charter School's failure to implement the IEP, the Charter School must take immediate action to remedy those deficiencies.

6. Determination that behavior was a manifestation of the child's disability

If the Charter School, the parent, and relevant members of the IEP Team determine that the conduct was a manifestation of the child's disability, the IEP Team must either:

- a. conduct a functional behavioral assessment, unless the Charter School had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child; **or**
- b. if a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.

Except as described below under the sub-heading **Special circumstances**, the Charter School must return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

7. Special circumstances

Whether or not the behavior was a manifestation of the child's disability, school personnel may remove a student to an interim alternative educational setting (determined by the child's IEP Team) for up to 45 school days, if the child:

- a. carries a weapon (see the **Definitions** below) to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the Charter School;
- b. knowingly has or uses illegal drugs (see the **Definitions** below), or sells or solicits the sale of a controlled substance, (see the **Definitions** below), while at school, on school premises, or at a school function under the jurisdiction of the Charter School; **or**
- c. has inflicted serious bodily injury (see the **Definitions** below) upon another person while at school, on school premises, or at a school function under the jurisdiction of the State Educational Agency or a Charter School.

8. Definitions

- a. ***Controlled substance*** means a drug or other substance identified under schedules I, II, III, IV, or V in section 202 (c) of the Controlled Substances Act (21 U.S.C. 812(c)).
- b. ***Illegal drug*** means a controlled substance; but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.

- c. *Serious bodily injury* has the meaning given the term "serious bodily injury" under paragraph (3) of subsection (h) of section 1365 of title 18, United States Code.
- d. *Weapon* has the meaning given the term "dangerous weapon" under paragraph (2) of the first subsection (g) of section 930 of title 18, United States Code.

9. Notification

On the date it makes the decision to make a removal that is a change of placement of the child because of a violation of a code of student conduct, the Charter School must notify the parents of that decision, and provide the parents with a procedural safeguards notice.

Change Of Placement Because Of Disciplinary Removals (34 CFR §300.536)

A removal of a child with a disability from the child's current educational placement is a **change of placement** requiring a NOREP/prior written notice if:

- 1. The removal is for more than 10 consecutive school days; **or**
- 2. The removal is for 15 cumulative school days total in any one school year.
- 3. The child has been subjected to a series of removals that constitute a pattern because:
 - a. the series of removals total more than 10 school days in a school year;
 - b. the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in a series of removals;
 - c. of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another; **and**

Whether a pattern of removals constitutes a change of placement is determined on a case-by-case basis by the Charter School and, if challenged, is subject to review through due process and judicial proceedings.

Determination of Setting (34 CFR §300.531)

The IEP must determine the interim alternative educational setting for removals that are changes of placement, and removals under the headings *Additional authority and Special circumstances*, above.

1. General

The parent of a child with a disability may file a due process complaint (see above) to request a due process hearing if he or she disagrees with:

- a. any decision regarding placement made under these discipline provisions; **or**
- b. the manifestation determination described above.

The Charter School may file a due process complaint (see above) to request a due process hearing if it believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others.

2. Authority of hearing officer

A hearing officer that meets the requirements described under the sub-heading *Impartial Hearing Officer* must conduct the due process hearing and make a decision. The hearing officer may:

- a. return the child with a disability to the placement from which the child was removed if the hearing officer determines that the removal was a violation of the requirements described under the heading Authority of School Personnel, or that the child's behavior was a manifestation of the child's disability; **or**
- b. order a change of placement of the child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer

determines that maintaining the current placement of the child is substantially likely to result in injury to the child or to others.

These hearing procedures may be repeated, if the Charter School believes that returning the child to the original placement is substantially likely to result in injury to the child or to others. Whenever a parent or a Charter School files a due process complaint to request such a hearing, a hearing must be held that meets the requirements described under the headings *Due Process Complaint Procedures, Hearings on Due Process Complaints*, except as follows:

- a. the SEA must arrange for an expedited due process hearing, which must occur within 20 school days of the date the hearing is filed and must result in a determination within 10 school days after the hearing.
- b. unless the parents and the Charter School agree in writing to waive the meeting, or agree to use mediation, a resolution meeting must occur within 7 calendar days of receiving notice of the due process complaint. The hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 calendar days of receipt of the due process complaint.

A party may appeal the decision in an expedited due process hearing in the same way as they may for decisions in other due process hearings.

When, as described above, the parent or Charter School has filed a due process complaint related to disciplinary matters, the child must (unless the parent and the State Educational Agency or Charter School agree otherwise) remain in the interim alternative educational setting pending the decision of the hearing officer, or until the expiration of the time period of removal as provided for and described under the heading *Authority of School Personnel*, whichever occurs first.

Special Rules for Students with Mental Retardation

The disciplinary removal of a child with mental retardation attending either a Charter School for any amount of time is considered a change in placement and requires NOREP/prior written notice (if the disciplinary event does not involve drugs, weapons and/or serious bodily injury). A removal from school is not a change in placement for a child who is identified with mental retardation when the disciplinary event involves weapons, drugs, and/or serious bodily injury. According to certain assurances the Commonwealth entered into related to the PARC consent decree, a Charter School may suspend on a limited basis a student with mental retardation who presents a danger to himself or others upon application and approval by the Bureau of Special Education and only to the extent that a student with a disability other than mental retardation could be suspended.

Protections For Children Not Yet Eligible For Special Education and Related Services (34 CFR 8300.5341

1. General

If a child has not been determined eligible for special education and related services and violates a code of student conduct, but the Charter School had knowledge (as determined below) before the behavior that brought about the disciplinary action occurred, that the child was a child with a disability, then the child may assert any of the protections described in this notice.

2. Basis of knowledge for disciplinary matters

A Charter School must be deemed to have knowledge that a child is a child with a disability if, before the behavior that brought about the disciplinary action occurred:

- a. the parent of the child expressed concern in writing that the child is in need of special education and related services to supervisory or administrative personnel of appropriate educational agency, or a teacher of the child;
- b. the parent request an evaluation related to eligibility for special education and related services under Part B of the IDEA; or
- c. the child's teacher, or other Charter School personnel expressed specific concerns about a pattern of behavior demonstrated by the child directly to the Charter School's director of special education or to other supervisory personnel of the Charter School.

3. Exception

A Charter School would not be deemed to have such knowledge if:

- a. the child's parent has not allowed an evaluation of the child or refused special education services; **or**
- b. the child has been evaluated and determined to not be a child with a disability under Part B of the IDEA.

4. Conditions that apply if there is no basis of knowledge

If prior to taking disciplinary measures against the child, a Charter School does not have knowledge that a *child* is a child with a disability, as described above under the sub-headings ***Basis of knowledge for disciplinary matters and Exception***, the child may be subjected to the disciplinary measures that are applied to children without disabilities who engaged in comparable behaviors.

However, if a request is made for an evaluation of a child during the time period in which the child is subjected to disciplinary measures, the evaluation must be conducted in an expedited manner.

Until the evaluation is completed, the child remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services. If the child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by the Charter School, and information provided by the parents, the Charter School must provide special education and related services in accordance with Part B of the IDEA, including the disciplinary requirements described above.

B. REFERRAL TO AND ACTION BY LAW ENFORCEMENT AND JUDICIAL AUTHORITIES (34CFRS300.535) 1.

1. The state and federal regulations do not:

- a. prohibit an agency from reporting a crime committed by a child with a disability to appropriate authorities; **or**
- b. prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.

Subsequent to a referral to law enforcement, an updated functional behavior assessment and positive behavior support plan are required.

2. Transmittal of records

If a Charter School reports a crime committed by a child with a disability, the Charter School: must ensure that copies of the child's special education and disciplinary records are transmitted for consideration by the authorities to whom the agency reports the crime; and may transmit

copies of the child's special education and disciplinary records only to the extent permitted by FERPA.

Delegation of Responsibility:

The CEO is responsible to ensure that this annual information is updated yearly on the Cyber School website and that the information is disseminated yearly.

THIS ANNUAL NOTICE AND STATEMENT OF POLICY AND PROCEDURES HAS BEEN WRITTEN IN ACCORDANCE WITH CHAPTER 711 OF TITLE 22 OF THE PA CODE AND INCORPORATED INFORMATION FROM APPLICABLE PDE AND STATE FORMS AND SOURCES.

THE CONTENT OF THIS NOTICE HAS BEEN WRITTEN IN STRAIGHTFORWARD, SIMPLE ENGLISH. IF A PERSON DOES NOT UNDERSTAND ANY OF THIS NOTICE, HE OR SHE SHOULD ASK THE CEO OF THE CHARTER SCHOOL FOR AN EXPLANATION. THE CHARTER SCHOOL WILL ARRANGE FOR AN INTERPRETER FOR PARENTS WITH LIMITED ENGLISH PROFICIENCY. IF A PARENT IS DEAF OR BLIND OR HAS NO WRITTEN LANGUAGE, THE SCHOOL WILL ARRANGE FOR COMMUNICATION OF THIS NOTICE IN THE MODE NORMALLY USED BY THE PARENT (E.G., SIGN LANGUAGE, BRAILLE, OR ORAL COMMUNICATION).

THIS NOTICE IS ONLY A SUMMARY OF THE SPECIAL EDUCATION SERVICES, EVALUATION AND SCREENING ACTIVITIES, AND RIGHTS AND PROTECTIONS PERTAINING TO CHILDREN WITH DISABILITIES, CHILDREN THOUGHT TO BE DISABLED, AND THEIR PARENTS AND IS ONLY A SUMMARY OF THE CONFIDENTIALITY RIGHTS REGARDING STUDENT INFORMATION.

FOR MORE INFORMATION OR TO REQUEST EVALUATION OR SCREENING OF A CHARTER SCHOOL STUDENT CONTACT THE CEO OF THE CHARTER SCHOOL AT 240 MARKET STREET, BOX 1A, SUITE 15, BLOOMSBURG, PA 17815.

NOTHING IN THIS NOTICE IS INTENDED TO CONFLICT WITH OR SUPPLANT THE INFORMATION CONTAINED IN THE PENNSYLVANIA DEPARTMENT OF EDUCATIONS CURRENT "PROCEDURAL SAFEGUARDS NOTICE" WHICH IS AVAILABLE THROUGH THE SCHOOL FOR YOUR REVIEW OR WITH APPLICABLE STATE AND/OR FEDERAL LAWS.

Program Policy #113.1 Positive Behavior Support for Exceptional Children

Purpose:

SusQ-Cyber Charter School (“Charter School”) recognizes the evidence-based research and the legal foundation supporting the implementation of positive behavior supports and plans for children in need of behavioral support. This policy, and subsequent procedures, address specific behavior support techniques, positive behavior intervention plans, functional behavior assessments, use of restrictive or intrusive procedures or restraints, and training of personnel. Charter and cyber schools have the primary responsibility for ensuring that behavior support programs are in accordance with 22 Pa. Code 711.46.

Scope:

This policy applies directly to all special educators, general educators and school administrators. Failure to 1) complete a functional behavior assessment and 2) ensure that research-based, positive behavior supports are identified and implemented in the behavior support plan based on the function of the said behavior will lead to noncompliance.

Definitions:

The following terms are defined below unless context indicates otherwise:

- **Aversive techniques** – deliberate activities designed to establish a negative association with a specific behavior.
- **Behavior support** – development, change and maintenance of selected behaviors through the systematic application of behavior change techniques.
- **Behavior Support Plan or Behavior Intervention Plan** – a plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A Behavior Support Plan shall be developed by the IEP team, be based on a functional behavioral assessment, and be included in the individual student’s IEP. These plans must include methods that use positive reinforcements, other positive techniques and related services required to assist a student with a disability to benefit from special education.
- **Positive techniques** – methods that utilize positive reinforcement to shape a student’s behavior, ranging from the use of positive verbal statements as a reward for good behaviors to specific tangible rewards and excluding any food incentives.
- **Seclusion** – the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. It does not include a timeout, which is a behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of allowing the student to regain self-control.
- **Students with disabilities** – school-aged children within the jurisdiction of the district who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education, with or without related services. School-aged children who have identified disabilities but do not require special education may be entitled to accommodations or services or to enroll in courses of study in the district, which serve students with disabilities pursuant to other law or Board policy.

➤ **Restraints –**

(i) The application of physical force, with or without the use of a device, for the purpose of restraining the free movement of a student's body. The term does not include briefly holding, without force, a student to calm or comfort him, guiding a student to an appropriate activity, or holding a student's hand to safely escort him from one area to another.

(ii) Excluded from this definition are hand-over-hand assistance with feeding or task completion and techniques prescribed by a qualified medical professional for reasons of safety or for therapeutic or medical treatment, as agreed to by the student's parents and specified in the IEP. Devices used for physical or occupational therapy, seatbelts in wheel chairs or on toilets used for balance and safety, safety harnesses in buses, and functional positioning devices are examples of mechanical restraints which are excluded from this definition.

Guidelines:

SusQ-Cyber Charter School utilizes positive behavior support as a primary method of addressing problem behaviors. A Positive Behavior Support Plan (PBSP), in the context of Individuals with Disabilities Act (IDEA), is a special education service for eligible students whose behaviors impede learning. This policy is designed to enable students with individualized education plans (IEPs), who need a Behavior Support Plan, to benefit from their free and appropriate education program within the least restrictive environment. Therefore,

- Behavior Support Plans shall be developed for all eligible students whose behavior, as determined by the IEP team, is a manifestation of the student's disability and for students who have been identified as seriously and/or emotionally disturbed.
- Behavior Support Plans shall be based on Functional Behavior Assessments (FBA) and include a variety of research-based techniques to develop and maintain skills that will enhance opportunities for learning.
- The use of restraints shall be considered a measure of last resort and shall only be used after other less restrictive measures, such as verbal and other de-escalation techniques that do require the use of physical manipulation.
- Restraints to control acute or episodic aggressive or self-injurious behavior may be used only when the student is acting in a manner as to be a clear and present danger to himself/herself, to other students or to employees, and only when less restrictive measures and techniques have proven to be or are less effective.
- Development of a separate Positive Behavior Support Plan (PBSP) is not required when appropriate positive behavioral interventions, strategies and supports can be incorporated into a student's IEP. When an intervention is necessary to address problem behavior, the types of intervention chosen for a student shall be the least intrusive necessary.

Emergency Procedures

Emergency procedures for behavior that presents a clear and present danger to the student or others may be delineated in the IEP. These emergency procedures may include such activities as:

- Parent contact to immediately remove the student from school.
- Notifying the police.
- Notifying mental health.
- Calling emergency services and ambulance.
- Nonviolent therapeutic physical crisis intervention by trained staff which may include Level IV techniques.

If a student's behavior is considered to be life threatening in nature, the classroom teacher will immediately take appropriate action to protect all individuals involved, followed by documentation after the incident. The parent/guardian will be notified of the incident as soon as possible by the school personnel. Parental notification should occur within one school day of a restraint incident unless other procedures are written in the student's IEP.

A meeting must be convened with parent/guardian, representatives of the education agency and other appropriate agencies prior to the student returning to the classroom.

Notification of Use of Restrain and Procedures:

The use of restraints to control the aggressive behavior of an individual student shall cause Charter School to notify the parent of the use of restraint and shall cause a meeting of the IEP team within ten (10) school days of the inappropriate behavior causing the use of restraints in order to review the effectiveness and appropriateness of the current IEP, unless the parent, after written notice, agrees in writing to waive the meeting. At this meeting, the IEP team shall consider whether the student needs a Functional Behavioral Assessment (FBA), Reevaluation (RR), a new or revised Positive Behavior Support Plan (PBSP) or a change of placement to address the inappropriate behavior.

Inclusion of Restraints in Student's Individualized Education Plan (IEP):

The use of restraints may only be included in a student's IEP when:

- (i) Utilized with specific component elements of positive behavior support.
- (ii) Used in conjunction with the teaching of socially acceptable alternative skills to replace problem behavior.
- (iii) Staff are authorized to use the procedure and have received the staff training required.
- (vi) There is a plan in place for eliminating the use of restraint through application of positive behavior support.
- (v) The use of restraints may not be included in the IEP for the convenience of staff, as a substitute for an educational program or employed as punishment.

Prohibition Against Prone Restraints:

The use of prone restraints is **prohibited** in educational programs. Prone restraints are those in which a student is held face down on the floor.

Mechanical Restraints:

Mechanical restraints, which are used to control involuntary movement or lack of muscular control of students when due to organic causes or conditions, may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed to by the student's parents. Mechanical restraints must prevent a student from injuring himself or others or promote normative body positioning and physical functioning.

Prohibitive Adverse Techniques (Forbidden by state Regulations And Standards)

The following adverse techniques of handling behavior are considered inappropriate and MAY NOT be used by agencies in education programs:

- Corporal punishment.
- Punishment for a manifestation of a student's disability.
- Locked rooms, locked boxes, or other locked structures or spaces from which the students cannot readily exit.
- Noxious substances.
- Deprivation of basic human rights, such as withholding meals, water or fresh air.
- Suspensions constituting a pattern under 22 Pa. Code 14.143(a).
- Treatment of a demeaning nature.
- Electric shock.
- Methods implemented by untrained personnel.
- Methods which have not been outlined in the agency's plan.

Restraint Reporting and Procedures:

Charter School shall maintain and report data on the use of restraints as prescribed by the Secretary of the Department of Education (PDE). The report is subject to review during cyclical compliance monitoring conducted by the Department.

Charter School Administration is directed to write internal procedures that detail who is responsible for reporting restraints, who is responsible for notifying key administrators regarding the use of a restraint, and who is responsible for entering restraints in any PDE system to reporting on the use of restraints. Administration is further directed to comply with PDE guidelines regarding the reporting of the use of restraints.

Staff trained and/or certified in a program of positive behavioral supports and de-escalation techniques, and safe physical management techniques will be designated as the individuals to intervene in crisis management situations that might require restraint of a student. Physical interventions should only be undertaken by staff persons who have successfully completed a comprehensive crisis management course that covers: crisis definition and theory; the use of de-escalation techniques; crisis communication; anger management; passive physical intervention techniques; the legal, ethical, and policy aspects of physical intervention use; decision making related to physical interventions and debriefing strategies.

Any restraint that results in an injury to a student and/or staff person must be reported to the Chief Executive Officer (“CEO”) who will comply with any requirement to report the injury to the Pennsylvania Department of Education Bureau of Special Education.

Students Referred to Law Enforcement:

In the event that a student with a disability *and* a behavior support plan is referred to law enforcement, the charter school shall update the functional behavior plan and therefore also updated the Behavior Support Plan.

If the referral results in the student being detained or placed in a residential setting outside of SusQ-Cyber Charter School, the CEO or designee shall inform the responsible school district or setting of the need to conduct a functional behavior assessment and subsequently revise the Behavior Support Plan.

Training of Personnel:

The Board of Trustees hereby directs that school personnel be trained each school year on the general use of positive behavior support, de-escalation techniques, and emergency responses.

In addition to general positive behavior support training, when students are identified as in need of these supports, individual teachers and personnel are notified and trained, so that they can act in accordance with the student's specific Positive Behavior Support Plan (PBSP) and de-escalation techniques, and respond appropriately in emergencies.

Per guidance from the Pennsylvania Department of Education (PDE), the core training components the positive support plan and de-escalation (restraint reduction) staff trainings should include:

- The growing concern and potential legal issues surrounding physical restraints;
- How to create a commitment to the reduction of the use of physical restraints;
- Creating a safe environment where positive rather than negative measures form the basis of behavior management programs;
- How staff can avoid taking conflict personally; avoiding power struggles;
- Prevention of problem behaviors through a system of recognition of signs of anxiety and distress in students and staff;
- Identification of the phases of crisis events and matching behaviors to interventions;
- Demonstration and modeling of the de-escalation techniques and other alternatives to physical restraint;
- Effective positive behavior support plans that include methods of utilizing positive reinforcement and other positive techniques to shape replacement behavior(s);
- Research-based practices that develop and maintain replacement behaviors that enhance student learning and skills for life;
- Risks associated with the use of physical interventions including the signs of physical distress, positional asphyxiation, and the psychological effects of restraint;
- Safe techniques for the use of physical restraints (prone restraints prohibited);
- Documentation of the incident and compliance with notification procedures; and
- Post intervention debriefing with student and staff

Additional Requirements and Administrative Procedures:

The CEO or his/her designee is directed to ensure that behavior support programs administered at Charter School are in accordance with Title 22 Pa. Code Chapter 711, including the training of personnel for the use of specific procedures, methods and techniques, and for having written procedures on the use of behavior support techniques and obtaining parental consent prior to the use of restrictive or intrusive procedures or restraints.

The CEO or his/her designee is further directed to make professional development opportunities provided by the Bureau of Special Education available to train staff regarding Positive Behavior Support.

The CEO or his/her designee is charged with using the most updated forms available through the Bureau of Special Education related to positive behavior support, including the use of any forms promulgated for functional behavior assessments and behavior support plans.

References:

- State Board of Education Regulations – 22 PA Code Sec. 14.133, 14.143, 14.145
- Individuals With Disabilities Education Act – 20 U.S.C. Sec. 1400 et seq.
- Individuals with Disabilities Education, Title 34, Code of Federal Regulations – 34 CFR Part 300
- Pennsylvania Training and Technical Assistance Network, Questions and Answers on the Restraint Reporting Requirements and System
- June 2009 – www.pattan.net

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Program Policy #113.2
Special Education - Surrogate Parent Procedures

Purpose:

SusQ-Cyber Charter School complies with the surrogate parent requirements in the Federal IDEA Regulations, Part 300.515.

Guidelines

- When a foster student with an IEP moves into the district, the supervisor of special education promptly contacts the appropriate agency (agencies) and caseworkers to obtain answers to the following questions:
 - a. Can a parent be identified?
 - b. Can the parents of students be located and contacted?
 - c. Is the student a ward of the state?
- If no legal parent can be identified, located or contacted, or parental rights are terminated, the supervisor of special education in consultation with the entity that has legal custody (usually the county Office of Children & Youth or the office of Juvenile Probation) will conclude that a surrogate parent is needed.
- The district maintains a list of surrogate parents in the CSIU database. Before accessing a surrogate from the list, the supervisor of special education will contact the foster parent to inquire whether or not that individual is interested in serving as a surrogate parent. Sometimes, the foster parent is already on the list of trained surrogate parents.

Delegation of Responsibility:

The CEO is charged with the responsibility to ensure that the Surrogate Parent Procedures are properly administered.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Program Policy #113.3
Special Education – Annual Public Notice

Purpose:

The SusQ-Cyber Charter School is governed by the Disabilities Education Act, or “IDEA”, which requires the school to document that parents of children with disabilities, who are in need of special education programs and services, are notified of the availability of services. Child find includes public awareness activities that are sufficient to inform parents of the special education programs and services that are available and how to request those services, the systematic screening activities that lead to identification and evaluation of children with disabilities.

Guidelines:

- Annual Public Notice – The SusQ-Cyber Charter School must provide annual public notice to the community about special education services, programs and due process. The notice must include:
 - a. The purpose of identification activities
 - b. A description of the special education programs and services available and the needs of the children served by these services and programs
 - c. The purpose, time and location of screening activities to be held in the charter school
 - d. A description of how to request that the charter school initiate screening or evaluation activities for a child
 - e. An explanation of the protection of the confidentiality of information obtained regarding a specific child.

- SusQ-Cyber Charter School must provide for the distribution of printed material regarding the available special educational programs, services and the right to due process. There must be provisions to ensure that these materials are in the native language or mode of communication of the parents.

- SusQ-Cyber Charter School must have a system to evaluate the overall success and effectiveness of public awareness and child find activities. Such a system might include a community survey by mail or phone to determine how many residents had been reached by the public awareness and child find campaigns.

Delegation of Responsibility:

The CEO is charged with the responsibility to ensure that the annual public notice is properly advertised and to establish a method to survey the results of the public awareness and child find activities.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Program Policy #113.4
Child Find and Public Outreach Awareness Program

Purpose:

In accordance with Chapter 711 of Title 22 of the Pennsylvania Code, the CEO or his/her designee shall ensure that children with disabilities, regardless of the severity of their disabilities, and who are enrolled at the charter school and are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

Child Find includes children who are suspected of having a disability under Section 300.8 of the federal regulations that implement IDEA 2004 and in need of special education, even though they are advancing from grade to grade, including highly mobile children, migrant children, homeless youth and parentally placed private students.

Guidelines:

Public Awareness

- The CEO or his/her designee shall ensure that the following public awareness activities occur concerning programs and services for children with disabilities who are enrolled at SusQ-Cyber Charter School ("Charter School").
- The Charter School shall publish annually a written notice (attached hereto), in means accessible to Charter School families. Such notice must be included in the SusQ-Cyber Charter School Handbook and on Charter School website. The Notice may also be made available in means accessible to the public, such as: at the Charter School main office, in the Charter School special education office, through local Intermediate Units and/or through other generally accessible print and electronic media, and with the Board meeting minutes a description of: child identification activities, of Charter School special education services and programs, of the manner in which to request services and programs, and of the procedures followed by Charter School to ensure the confidentiality of student information pertaining to students with disabilities pursuant to state and federal law.

Outreach Activities

The CEO or his/her designee shall ensure that the following outreach activities occur concerning programs and services for children with disabilities who attend the Charter School:

- Offer parents and family (including foster and surrogate parents) information regarding training activities and publicize the availability of such activities to all parents (trainings in the areas of behavior support, response to intervention, inclusive practices, transition, assistive technology, autism, and interagency coordination are important and parents may also be directed to PaTTAN training opportunities). Parent input is to be sought to determine what parent trainings are needed/ desired;
- Provide to interested health and mental health professionals, daycare providers, county agency personnel and other interested professionals, including: professionals and agencies who work with homeless and migrant or other highly mobile youth, wards of the state, as well as to students attending private schools (where applicable), information

concerning the types of special education programs and services available in and through Charter School and information regarding the manner in which parents can request and access those services.

- Provide or obtain periodic training for Charter School's regular education staff and special education staff concerning the identification and evaluation of, and provision of special education programs and services to students with disabilities.
- The public outreach awareness system utilized by Charter School shall include methods for reaching homeless children, wards of the state, children with disabilities attending private schools, and highly mobile children, including migrant children.
- Charter School shall conduct child find activities to inform the public of its special education services and programs and the manner in which to request them.
- Charter School child find effort must include information regarding potential signs of developmental delays and other risk factors that could indicate disabilities.
- Efforts must be made to identify enrolled students who have a native language other than English and to ensure that notices and other outreach efforts are available to them in their native language as required by law and unless it is clearly and absolutely not feasible to do so.

Screening

The CEO or his/her designee shall establish a system of screening in order to:

- Identify and provide screening for students prior to referral for an initial special education multidisciplinary team evaluation;
- Provide peer support for teachers and other staff members to assist them in working effectively with students in the general education curriculum;
- Conduct hearing and vision screening in accordance with the Public School Code of 1949 for the purpose of identifying students with hearing or vision difficulty so that they can be referred for assistance or recommended for evaluation for special education if necessary;
- Identify students who may need special education services and programs.
- Maintain the confidentiality of information in accordance with applicable state and federal regulations.

Pre-Evaluation Screening

The pre-evaluation screening process shall include:

- For students with academic concerns, an assessment of the student's functioning in the curriculum including curriculum-based or performance-based assessments;
- For students with behavioral concerns, a systematic observation of the student's behavior in the classroom or area in which the student is displaying difficulty ("FBA" or functional behavior assessment);
- An intervention based on the results of the assessments conducted;
- An assessment of the student's response to the intervention, if applicable;
- A determination of whether or not the assessed difficulties of the student are the result of a lack of instruction or limited English proficiency;
- A determination of whether or not the student's needs exceed the functional capacity of the regular education program, without special education programs and services, to maintain the student at an instructional level appropriate to the level and pace of instruction provided in that program;
- Activities designed to gain the participation of parents;

- Controls to ensure that if screening activities have produced little or no improvement within the specified timeframe after initiation, the student shall be referred for a multidisciplinary team evaluation.
- The screening activities shall not serve as a bar to the right of a parent to request a multidisciplinary team evaluation at any time. When the completion of screening activities prior to referral for a multidisciplinary team evaluation will result in serious mental or physical harm, or significant educational regression, to the student or others, SusQ-Cyber Charter School may initiate a multidisciplinary team reevaluation without completion of the screening process in accordance with Chapter 711. Whenever an evaluation is conducted without a pre-evaluation screening, the activities described shall be completed as part of that evaluation whenever possible.

Delegation of responsibility:

The CEO is responsible for the enactment of this policy.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Program Policy #113.5
Notice to Parents and Guardians
Regarding the Disclosure of Student "Directory Information"

Purpose:

The Family Educational Rights and Privacy Act (FERPA), a federal law, affords parents, legally emancipated students, and students over 18 years of age ("eligible students") certain rights with respect to the student's education records.

Guidelines:

- The right to inspect and review the student's education records within 45 days of the day the SusQ-Cyber Charter School ("Charter School") receives a request for access. Parents or eligible students should submit to the School CEO a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
- The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the School CEO, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
- The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official may include a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law unit personnel); a person serving on the Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); contractors, consultants, volunteers, and other outside service providers used by the school; or a parent or student serving on official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his/her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the School discloses education records without consent to officials of another school, school district, school system, or institution of higher learning in which a student seeks or intends to enroll.
- The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

**Family Policy Compliance Office U.S.
Department of Education
400 Maryland Avenue SW
Washington, D.C. 20202-4605**

Definitions:

Directory Information includes information contained in the educational record of a student, which is not considered harmful or an invasion of privacy if disclosed, so that it may be disclosed without prior parental consent, unless you have advised the School to the contrary in accordance with School procedures. The primary purpose of directory information is to allow the School to include this type of information from your child's education records in certain school-related publications or notices.

As part of the School's annual notification under FERPA, we designate the following types or categories of information as "directory information":

- Student Name
- Participation in officially recognized activities, clubs and sports
- Naming of student to the honor roll, National Honor Society or as valedictorian
- Address
- Telephone listing
- Weight and height of members of athletic teams
- Electronic mail address
- Photograph
- Degrees, honors, awards received
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- The most recent educational agency or institution attended

Examples of how and where the school may disclose directory information include disclosing the directory information in the following, by way of example:

- Newsletters
- A playbill, showing student's role in a drama production
- Annual yearbook
- Honor roll or other recognition lists
- Graduation programs
- Sports activity sheets, such as for wrestling, showing weight and height of team members
- Companies or outside organizations that manufacture class rings or yearbooks
- Newspapers or other news sources
- Class lists
- Staff and/or student directories and/ or listings
- School website

- School bulletin boards
- Organizations conducting studies
- Military recruiters requesting directory information
- Institutions of higher learning requesting directory information

These examples are for illustration only and are not an exclusive list of the manner in which directory information may be disclosed. This notice provides you as a parent or eligible student with an opportunity to object in writing to any or all of those types of information that the school has designated as directory information. You have the right to refuse to permit the release by notifying the school in writing that you do not want any or all of those types of information to be designated as directory information for your child or yourself.

Please submit any refusal with the types of information you wish removed from the list of directory information and mail your written objections on or before September 20, of the current school year, to the CEO of the School at:

SusQ-Cyber Charter School
240 Market Street, Box 1A, Suite 15
Bloomsburg, PA 17815

Please note that an opt out of directory information disclosures does not prevent the School from identifying a student by name or from disclosing a student's electronic identifier or institutional e-mail address in class. The right to opt out of directory information disclosures does not include a right to remain anonymous in class, and may not be used to impede routine classroom communications and interactions, whether class is held in a specified physical location or on-line through electronic communications.

If you have any questions regarding this notice, please call or write the CEO of the School at: 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA 17815 (866) 370-1226. **If you do not submit a written refusal on or before September 20, of the current school year then the School may disclose directory information without your prior consent.**

Delegation of Responsibility:

The CEO shall be responsible to ensure that this policy is properly distributed.

THE CONTENT OF THIS NOTICE HAS BEEN WRITTEN IN STRAIGHTFORWARD, SIMPLE ENGLISH. IF A PERSON DOES NOT UNDERSTAND ANY OF THIS NOTICE, HE OR SHE SHOULD ASK THE CEO OF SUSQ-CYBER CHARTER SCHOOL FOR AN EXPLANATION. THE SCHOOL WILL ARRANGE FOR AN INTERPRETER FOR PARENTS WITH LIMITED ENGLISH PROFICIENCY. IF A PARENT IS DEAF OR BLIND OR HAS NO WRITTEN LANGUAGE, THE SCHOOL WILL ARRANGE FOR COMMUNICATION OF THIS NOTICE IN THE MODE NORMALLY USED BY THE PARENT (E.G., SIGN LANGUAGE, BRAILLE, OR ORAL COMMUNICATION). IF A STUDENT HAS A DISABILITY, ADDITIONAL INFORMATION IS AVAILABLE IN THE SCHOOL'S ANNUAL PUBLIC NOTICE OF SPECIAL EDUCATION SERVICES AND PROGRAMS AND RIGHTS FOR STUDENTS WITH DISABILITIES.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Program Policy #113.6
Special Education - Parent/Guardian Request for an
Independent Educational Evaluation

Purpose:

SusQ-Cyber Charter School complies with all federal and state regulations and requirements regarding access to and provision of independent evaluations.

Guidelines:

- Parents/guardians have the right to obtain an independent evaluation of their child(ren).
- The supervisor of special education will give parents the Procedural Safeguards Notice immediately and will inform parents that the district will respond to the request within 10 (ten) school days. The supervisor of special education will inform parents of the district's decision.
- The district maintains the right to request a due process hearing to confirm that its evaluation is appropriate. If the district declines the parents' request for an independent evaluation, parents will receive the reason in writing from the district.
- The school psychologist and special education supervisor maintain a list of independent evaluators and will provide the information to parents/guardians upon request.
- If the district agrees to the independent evaluation or a hearing officer orders such evaluation, the district is obligated to pay for the evaluation. The supervisor of special education will inform parents that the invoice should be sent to the Special Education Office.
- If a hearing officer orders an independent evaluation, the district must consider the results in any decision regarding provision of appropriate educational services for the student.
- If parents obtain an independent educational evaluation at their own expense, the results of the evaluation will be considered in any decision regarding FAPE for their child(ren).
- Whenever the district is obligated to pay for an independent evaluation, the criteria for obtaining the evaluation (location, qualifications of examiner) must be the same as the criteria used when the district initiated the evaluation.

Delegation of Responsibility:

The CEO is responsible to ensure that all the provisions for independent evaluations are made available to parents. List of approved evaluators is attached as page 2 of this policy.

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Independent Evaluators

The SusQ-Cyber Charter School makes available to parents, a listing of independent evaluators that can be used for an alternative evaluation of students believed to need special education services.

Evangelical Community Hospital

Richard Dowell Jr., PhD
Neurophysiologist 570-522-1007

Joan Moreau, MD
Child & Adolescent Psychiatry 570-523-7509

Geisinger Health Systems 570-271-6156

Kaleen Kovalovich, MD
Child & Adolescent Psychiatry

Heather Hoover, PhD
Behavioral Medicine

Thomas Challman, MD
Neurodevelopmental Disabilities

Scott Myers, MD
Neurodevelopmental Disabilities

Matthew Powell, PhD
Neuropsychology

Brad Wilson, PhD
Neuropsychology

Paul Kettlewell, PhD
Pediatric Psychologist

Christine Chew, PhD
Pediatric Psychologist

MidStep Child Development Center, PC

Anne Carlson, Psy.D 570-523-1617

Private Practice

Michael Hayes, PhD 570-374-0940

The CEO will ensure that this list is updated on a yearly basis to remain current.

**Program Policy #128
Honor Roll**

Purpose:

Students with high academic achievement will be recognized by the SusQ-Cyber Charter School.

Guidelines:

Honor roll recognition will be awarded to all students who:

- maintain an A average in all course work as determined by the standards of the course provider.
- are up to date in completion of course work.

Students will be recognized at the end of each marking period and the end of the school year at graduation. Special recognition will be given for high honors.

Delegation of Responsibility:

The CEO will be responsible for providing recognition of honor roll students on a marking period and a yearly basis and will publish the honor roll in the local newspapers.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Program Policy #129
Field Trips

Purpose:

Field trips are a method whereby students can expand the benefits of their educational experience. These trips should be carefully chosen to support the curriculum and provide valuable learning experiences. Field trips may be planned by the school to enhance the education of the students throughout the year.

Guidelines:

- All school rules and regulations will apply on field trips.
- Adequate chaperones must be provided for field trips at a student ratio of 1 per every 10 students.
- Written parent permission is required for participation of field trips.

Delegation of Responsibility:

The CEO shall submit to the Board, the plans for any field trips for Board approval and make a follow-up report about the trip.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Program Policy #138
English as a Second Language/Bilingual Program

Purpose:

In accordance with the Board of Trustee's philosophy to provide a quality educational program for all students, the SusQ-Cyber Charter School will provide an appropriate planned instructional program for identifying students whose dominant language is not English. The purpose of the program is to increase the English proficiency of eligible students so that they can attain the academic standards adopted by the Board of Trustees and achieve academic success.

Authority:

- The SCCS shall provide a program for each student whose dominant language is not English for the purpose of facilitating the student's achievement of English proficiency and attainment of the academic standards.
- The program shall include: bilingual, bicultural, or English as a Second Language instruction.
- The program shall meet the three-pronged test of program compliance: (1) sound research based educational theory, (2) sufficient resources and staffed by appropriate personnel, (3) periodic program evaluation.
- The Board shall include provisions for LEP program in the Strategic Plan.
- The Board shall establish procedures for identification of students whose dominant language is not English.
- The Home Language Survey shall be completed for every student in the program and filed in each student's permanent record folder until graduation.
- For students whose dominant language is not English, assessment of the student's English proficiency level must be completed to determine the need for English as a Second Language instruction.

Guidelines

- LEP students shall be enrolled upon presentation of a local address and proof of immunization.
- The ESL/Bilingual program shall be designed to provide instruction to meet each student's individual needs based upon the assessment of their English proficiency in reading, writing, listening and speaking.
- Adequate content area support shall be provided while the student is learning English to ensure achievement of academic standards.
- A PA certified teacher hired as a teacher and, if necessary, appropriate support staff (e.g., teacher aides) shall provide the ESL Program.
- Instructional resources shall be comparable to the resources provided other core academic subjects.
- The program shall be evaluated for effectiveness based upon the attainment of English proficiency. If ELLs are not learning English, the program shall be changed to ensure greater success.
- The ELLs shall be required to meet established academic standards and graduation requirements with accommodations as adopted by the Board of Trustees.

- Students shall have access to and should be encouraged to participate in all academic and extracurricular activities available in the SCCS.
- Communication with parents shall include information about assessments, academic achievement and other related educational issues in the language understood by the parent whenever possible.

Delegation of Responsibility:

- The CEO or designee shall implement and supervise an ESL/Bilingual program that meets the legal requirements for ESL/Bilingual program compliance.
- The CEO or designee, in conjunction with appropriate stakeholders, shall develop and disseminate written procedures regarding the ESL Program which include:
 1. Program goals
 2. Student enrollment procedures (Home Language Survey)
 3. Assessment procedures for entrance, progress assessment and program exit assessment.
 4. Classroom accommodations for English Language Learners
 5. Grading policies
 6. Resource list including support agencies and interpreters.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Program Policy #139
Parent's Limited Right to Opt
Out of ESL/Bilingual Programs

Purpose:

Section 4.4(d)(3) of the Pennsylvania State Board of Education regulations requires school districts to adopt policies that permit parents to have their children excused from specific instruction only in the limited circumstances described below:

- School districts (including charter schools), AVTS's and intermediate units shall adopt policies to assure that parents or guardians have the following guaranteed right.

Guideline:

- Consequently, a parent may not seek to have his or her child excused from a district's ESL/Bilingual program unless the instruction conflicts with the family's religious belief.
- The SusQ-Cyber Charter School shall inform parents of this policy at enrollment and whenever a child is thought to be a student who is in need of the ESL/Bilingual program.
- This policy will require parents who are seeking excusal from an ESL/Bilingual program to submit to the CEO, in writing, a request for excusal.
- No requests will be honored except those, which state that the excusal request is because the instruction conflicts with the family's religious beliefs.

Delegation of Responsibility:

The ESL coordinator has the responsibility to disseminate this policy and to notify the parents of any students thought to be eligible for ESL/Bilingual programs of this policy.

The CEO is responsible for the implementation of this policy.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

**-Program Policy #100
Vision Statement**

Purpose:

In March 2019, The Board revised the school's vision statement to reflect more accurately the vision of the SusQ-Cyber Charter School.

Guidelines:

The SusQ-Cyber Charter School, in collaboration with parents and community, will provide a quality education to assist students in the development and achievement of their post-secondary goals, empowering life-long learners and contributors to a global society.

Delegation of Responsibility:

The CEO will ensure that this vision is distributed, and is the guiding principle of the Cyber School.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Program Policy #101
Mission Statement

Purpose:

The mission of the SusQ-Cyber Charter School has been developed to be part of the Charter Application and has seen modifications in each charter renewal. It reflects the reason the Cyber School exists and its goals for operation.

Guidelines:

The SusQ-Cyber Charter School utilizes innovative technology and research-based curriculum to deliver student-centered learning, while providing accountability and flexibility in a safe, inclusive environment.

Delegation of Responsibility:

The CEO shall disseminate the mission statement and publicize it on the web and in written publications. The CEO shall use all efforts to hold the Cyber School to the pursuit of the Mission.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

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Student Policy #201 Student Admissions

Purpose:

The purpose of this policy is to outline the procedures to be used by the SusQ-Cyber Charter School ("Charter School") to enroll students and to outline the requirements, application procedures, and commitment required by attendance in the Charter School.

Guidelines:

- The PDE chartered the SusQ-Cyber Charter School upon review of its application for charter renewal that included admission procedures.
- Under the Charter School Law Act 22 of 1997 and the Cyber Charter School Law Act 88 of 2002, admission to the Charter School is open to any Commonwealth student who meets the residence and age requirements of law.
- Names of students seeking enrollment are placed on a waiting list in the order in which the requests are received.
- Students are called for enrollment from the list in the order they appear on the list.
- Enrollment applications are available after inquiry to the Charter School and must be completed and submitted to begin the process to become a Charter School student.
- The website includes information about the school, the calendar, the parent/student handbook, Charter School policies, requirements regarding computer use and the internet policy.
- The Enrollment Notification Form, home language survey, sworn statement, course completion forms, and the registration form are part of the enrollment package and must be completed.
- The school nurse will need the health records and immunization records from the previous district.
- No student enrollment is complete until all paperwork including the Enrollment Notification Form, health and immunization records, and proof of age and residency are complete.

Delegation of Responsibility:

The CEO has the responsibility to enforce this policy by monitoring the enrollment process and adapting it wherever needed.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #201.1
Transfer Students Expelled or Suspended
By Other School Districts

Purpose:

The Board of Trustees recognizes that students who have been expelled from other school districts may attempt to enroll in the SusQ-Cyber Charter School (“Charter School”). These students may pose a threat to the educational environment and/or the safety of the students and staff of the Charter School. The Board shall recognize, and give full faith and credit to the expulsion or suspension which has been imposed by another school district to an incoming student, if it is determined that the school from which the student transferred, properly imposed the expulsion or suspension. A due process hearing may be held if requested by the parent.

Definitions:

For the purposes of this policy: “Charter School” means SusQ-Cyber Charter School; “transferor district” or “the transferor district” means the last school district at which a student was enrolled before that student attempted to enroll at SusQ-Cyber Charter School.

Guidelines:

- No student who transfers into the Charter School may begin regular classes if that student has been expelled from the transferor district. A student who transfers to the Charter School after being expelled by the transferor district shall be designated an expelled student by the Charter School. If the student is designated an expelled student by the Charter School due to an expulsion imposed by the transferor district then that student and his/her parents or guardians shall be entitled to a formal hearing.
- If the transferring student is entitled to a full hearing, the hearing shall be conducted following the due process requirements in Board Policy #218, Student Discipline.
- An expelled student will only be enrolled in the Charter School and permitted to schedule classes upon the direct written request of the Superintendent of the expelling district.
- If a student has been suspended by the transferor district, and that suspension has not been fully served by the student, the Charter School shall require that the student serve the remainder of the suspension imposed by the transferor district.
- If the student is required to serve the remainder of a disciplinary suspension which is more than three (3) days and less than ten (10) days, that student and the student’s parents or guardians are entitled to an informal hearing.
- The purpose of the hearing, whether informal or formal, is not to reevaluate whether or not the suspension or expulsion imposed upon the student was warranted based on the findings of facts made by the School Board of the transferor school district. Rather, the purpose of the hearing is to determine the legitimacy of the action of the transferor district.

Delegation of Responsibilities:

The CEO shall be responsible to supervise and enforce this policy and communicate with the transferor district to collect the correct data and keep the student, parent and Board informed.

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Student's Policy #204

SusQ-Cyber Charter School's Attendance Policy

SusQ-Cyber Charter School (Charter School) students are required to log in to homeroom and submit work every day as well as attend all live class sessions each week.

When a student misses school they are marked absent and parent/guardian must submit an excuse form within three school days of the date of absence (unless student is emancipated). Phone calls, emails and/or letters will be utilized to notify parents of the absence.

Excused Absences

- *Illness or Injury.* An absence resulting from illness or injury, which prevents the student from being physically able to participate in school. Any student missing more than three consecutive school days due to illness or injury requires a note from a physician.
- *Medical or Dental Appointments.* An absence resulting from a medical (health care or therapy) or dental appointment for the student. Students and parents should make every effort to schedule appointments outside of the school day. Notice should be given to the attendance clerk prior to the absence, except in the case of an emergency.
- *Death in the Immediate Family.* An absence resulting from the death of a member of the student's immediate family. The immediate family of a student includes, but is not necessarily limited to, parents, grandparents, brothers and sisters.
- *Court or Administrative Proceedings.* An absence resulting from the attendance of a student at the proceedings of a court or an administrative tribunal if the student is a party to the action or under subpoena as a witness. Written proof requiring attendance must be provided, such as a copy of the subpoena.
- *Observance of a Religious Holiday.* Upon written parental request, an absence may be excused if the tenets of a bona fide religion, to which a student or his/her parent adhere, require observance of a religious event. Prior written notification (form is in the Parent Portal) shall be provided and approved by the CEO.
- *Educational Opportunities or Family Educational Trips.* An absence may be excused when it is demonstrated that the purpose of the absence is to take advantage of a valid educational opportunity. Prior written notification (form is in the Parent Portal) shall be provided and approved by the CEO. Educational Opportunities or Family Educational Trips are subject to the following rules:
 - Not to exceed two in one school year.
 - Not to be scheduled during state testing windows.
 - Not to be scheduled during the last two weeks of a semester.
- *Urgent Reasons.* An absence resulting from an urgent reason may be excused. The Charter School shall strictly construe the term "urgent reason" as it applies to such absences and such excuse does not permit irregular attendance.
- *No Internet Access or Power Outage.* Parents must notify attendance clerk or technical support the day of the technical difficulties.

Unlawful Absence

Any day that the student has not logged in, that is not determined to be legal or excused, will be considered an unexcused/illegal absence.

The following reasons for absences are illegal and unexcused:

- Truancy
- Lack of transportation
- Educational trips not approved in advance
- Shopping
- Birthday or other celebration
- Hunting, fishing, or attending sporting events
- Gainful employment
- Sleeping in
- Babysitting
- Any other reason not listed in the Excused Absences section.

The student's parent/guardian must present a valid excuse within 3 school days of the student's return from an absence.

Attendance Notification

- Parents/guardians will be notified of absences via phone call, email and/or letter.
- Parents/guardians are responsible to check PowerSchool for attendance daily.
- Parents/guardians should call attendance clerk the day of absence.
- Parents/guardians must submit an excuse form (found in the Parent Portal) or medical excuse within three days.
- An absence becomes Unexcused (for students 17 years+) or Illegal (for students under 17 years of age) when an excuse is not received after three days.
- After three Unexcused or Illegal days parents are notified to attend a mandatory Student Attendance Improvement Plan (SAIP) meeting.
- After three Illegal (for students under 17 years of age) days a truancy notice is sent to the parent/guardian and the home school district. If, after the first notice, the student is Illegal for three more days a certified truancy letter will be sent to the parent and the student's home school district.
- If, after attending a SAIP, the student continues to be Unexcused (for students 17 years+) for ten consecutive days, he/she may be removed from the Charter School and the student's home school district will be notified.
- If, after attending a SAIP, the student continues to be illegally absent (for students 17 years+) for ten or more consecutive school days, he/she may be removed from the Charter School's rolls per state law (22 Pa. Code 11.24).

Student Attendance Improvement Plan

- A Student Attendance Improvement Plan (SAIP) is a school-family conference used to address chronic absences and/or academic difficulties. The attendance clerk, teacher or other school staff, can recommend students for a SAIP.
- Issues addressed should include but not be limited to:
 - Appropriateness of the student's educational environment
 - Possible elements of the school environment that inhibit student success
 - Student's current academic level and needs
 - Social, emotional, physical, mental and behavioral health issues
 - Issues concerning family and home environment
 - Any other issues affecting the student's success
- These are important meetings for the student's continued success therefore the attendance by student and parent/guardian is mandatory.
- If it is deemed necessary by administration, a meeting with student, parent/guardian, administration and a member of the Board of Trustees may be required.

Academic Privileges

Students in grades 10 through 12 will have the opportunity to earn the academic privilege of working independently. At certain times during the school year, grades will be reviewed. If a student is maintaining an average of an 83% in a course that does not provide remediation for a standardized test, the student will be able to work independently in that course. It will be the student's responsibility to submit their work on the day that it is due. Work must be submitted for the previous week no later than 8 AM on the proceeding Monday. Should that Monday be a holiday on the approved school calendar, the work will be due no latter than 8 AM on the next regularly scheduled school day. Additionally, in order to receive attendance credit, students must contact their mentor weekly to discuss their current academic standing. Should a student fall below an 83% for the course at any given time during the semester, the student will be required to attend that class for a minimum of the balance of the marking period regardless if the student should bring their grade above an 83% at any point during that marking period. Evaluation dates for independent status are as follows:

- The fourth Monday of September
- The mid-way point of the second and third semesters
- The end of each marking period

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**Student Policy #205
Change of Address**

Purpose:

It is vitally important for the SusQ-Cyber Charter School ("Charter School") to maintain up-to-date records regarding student's addresses and phone numbers.

Guidelines:

- Any change of student address or phone number, or parental/guardian address or phone number change, must be reported to the Charter School office.
- Change of residence from one sending school district to another must be immediately submitted to the Charter School so proper district billing is maintained.

Delegation of Responsibility:

The CEO shall make every effort to ensure that the student's record information is accurate and that staff is aware of the need for keeping current the latest information available regarding student records.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #208
Withdrawal with Employment Certificates

Purpose:

Employment certificates may be secured at the student's home school district.

Authority:

According to Section 3411 of the Pennsylvania School Code of the Child Labor Law, "Application for the Employment Certificate must be made in person by the parent, guardian, or legal custodian of the minor for whom such employment certificate is requested. No employment certificates shall be issued until the said minor has personally appeared before and been examined by the officer issuing the certificate, except that where the applicant is a graduate of a high school and can furnish proof."

Employment certificates shall be of three classes:

1. General Employment,
2. Vacation Employment,
3. Transferable Employment Certificate, which is applicable to only 16 and 17 year-olds.

Guidelines:

The "Application for Employment Certificate or Transferable Work Permit" must be completed by the employer, parent, and doctor. Also, a proof of age must be supplied in the form of a Birth Certificate, Baptismal Certificate, Passport, or Other Documentary Evidence. The completed application form must be returned to the home school and the certificate will then be mailed to the employer.

Certificates used for withdrawing a student

- Farm or Domestic Service Permits may be issued to minors 14 to 16 years of age.
 - a. State approval must be obtained for a minor 14 years of age before a Domestic Permit can be issued.
 - b. Education – minors 14 years of age shall have satisfactorily completed the equivalent of the highest grade of elementary school (grade 6) while minors 15 and 16 years of age shall have completed the equivalent of six yearly grades.
 - c. Need – Evidence of Need should be furnished in writing by the parent or guardian. The evidence should be sufficient to show that the services of such child are needed as a matter of necessity and not merely as a convenience to the parents.
 - d. The Evidence of Need must be approved by the CEO before a Domestic Permit Application may be started for the child to withdraw.
 - e. When the CEO approves the Evidence of Need, the parent/guardian of the child, with evidence of age, must fill the application out at their home school.
 - f. The application must then be taken to the school's doctor for his signature.
 - g. When signed by the doctor, the application is brought back to the home school before the Domestic Permit can be issued. The application must be completed as soon as possible in order for the child to be excused legally from school.

- General Employment Certificate may be issued to 16 year-old minors who have full-time jobs.
 - a. Full-time is defined as working during regular school hours.
 - b. A statement in writing must be obtained from the employer stating that he/she is going to employ the minor full-time, the time, and the hours he/she will be working.
 - c. The student must be employed outside the home.
 - d. Evidence of need from parent/guardian must be in writing.
 - e. Approval of employer statement and evidence of need must be granted by the CEO.
 - f. When approval is given by the CEO the parent/guardian, and child, with evidence of age, must go in to the home school to start a General Employment Certificate.
 - g. The paperwork must be completed and returned to the home school as soon as possible in order for the child to be excused legally from school.
 - h. Renewal of the General Employment Certificate will be required at the beginning of each school year unless the student returns to school.

Delegation of Responsibility:

The home school is responsible for issuing work permits. The CEO is responsible for informing students of the need for a work permit in order to withdraw from school under the compulsory school attendance regulations.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #209 Health Examinations

Purpose:

The SusQ-Cyber Charter School (Charter School) is required by the School Code to ensure that the requirements of the Department of Public Health and mandated health regulations are followed.

Guidelines:

- The Board of Trustees shall require that students in the Charter School submit to health examinations. Each student shall receive a comprehensive health examination if one was not completed prior to enrollment. All 11th grade students must have a physical examination.
- A private examination conducted by the family physician and at parent's expense will be accepted in lieu of the school examination if completed within one year of the 11th grade. The school may conduct the examinations if the parent is unwilling to provide.
- For each student transferring to the Charter School the certified school nurse or designee shall request the health records from the transferring district.
- The individual records of health examinations shall be maintained as a confidential record subject to statute and the policies of this charter school.
- A student who presents a statement signed by his/her parent or guardian that a medical examination is contrary to his/her religious belief shall be examined only when the Secretary of Health determines that the student presents a substantial health menace to the health of other persons.
- Where it appears to school health officials or teachers that a child deviates from normal growth and development, or where school examinations reveal conditions requiring health or dental care, the parent or guardian of the child shall be informed of the recommendation to consult a private dentist or physician. The parents shall be required to report to the school the action taken subsequent to such notification. When the parents or guardians inform the school of financial inability to provide an examination, the school shall advise them of availability of public assistance. Where no action is taken, the school may conduct further examinations.
- Parents and guardians of children who are to be examined shall be notified of such examinations. The notice shall include the date and location of the examinations.
- When any parent, guardian, or student refuses to present evidence of the required 11th grade physical examination by their private physician and also refuses to consent or appear for a physical examination by the school physician, it shall be considered a refusal to abide by the PA Department of Health mandated rules and will result in the student being excluded from school for the next school year until the examination is properly recorded. In the case of seniors who have not complied with the 11th grade examination, their graduation may be delayed pending the submission of the record of this required examination.

Delegation of Responsibility:

The CEO shall be delegated with the responsibility to carry out this policy.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #210 Medication Policy

Purpose:

- The SusQ-Cyber Charter School (“Charter School”) recognizes that students who receive prescription medication on a daily basis may have to continue this schedule when present at school.
- For purpose of this policy, medication shall include all medicines prescribed by a physician and over-the-counter medicines.
- Before medications may be administered to or by any student while present at school, the school shall require:
 - Any prescription medication must be accompanied by a written physician order and parent permission specifically stating medication may be administered at school.
 - The physician order should include the purpose of the medication, dosage, time at which or special circumstances under which the administration shall be administered, length of period for which medication is prescribed, and possible side effects of medication.
 - Any over the counter medication must be accompanied by a written request or recorded verbal authorization from the parent/guardian giving permission for such administration and relieving the school and its employees of liability for administration of medications.

Procedures:

- The school nurse or designee will assess the student’s ability to self-administer the medication. The assessment shall include the student’s ability to:
 - a. Respond to and visually recognize his/her name.
 - b. Identify his/her medication
 - c. Measure, pour, and or administer the prescribed dosage.
 - d. Inform school nurse of use of medication.
 - e. Demonstrate a cooperative attitude in all aspects of self-administration.
- The school nurse will document the order, and student’s self-administration of prescribed medication on the student’s individual health record.

Medication Administration for School - The administration of prescribed medication in accordance with the direction of a parent or physician to a student while present at the school will only be permitted when failure to take such medication would jeopardize the health of the student or the student would not be able to attend school if the medication were not made available during school hours.

Guidelines:

- The Charter School will include policy in the handbook so all parents/guardians, students, and staff are informed about policy and procedures governing the administration of medications.

- Prescription medication brought to school must be in the original container dispensed by a pharmacy or a physician. The container label should state the student's name, date, name of medication, dosage, and time to be given and placed in the custody of the school nurse, CEO or CEO's designee for security purposes.
- A request for long-term administration of medication at school must be updated at the beginning of each school year.
- Over-the-counter FDA-approved medication may be administered only at the dosage specified on the label unless a physician's order specifies otherwise.
- Medication to be given while at school must be delivered directly to the school nurse or CEO's designee immediately upon the student's arrival at school. It cannot be stored in desks, lockers or backpacks unless there is written permission for self-administration.
- All medication should be secured in a locked area in the health office.
- A confidential written record is to be kept on each student receiving medication including the date, time, name of medication, dose, route of administration, by whom it was administered and any side effects. This is the responsibility of the school nurse.
- Any medications that must be kept in the student's possession for immediate use (such as inhalers or EpiPens) shall be used in accordance with Policy 210.2.

Delegation of Responsibility:

The CEO shall ensure that students are informed of these guidelines and any additional regulations which may be needed to enforce these guidelines and the parent shall discuss these issues with the school nurse as needed.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #210.1
Medication Policy for Field Trips

Purpose:

The SusQ-Cyber Charter School recognizes that the field trip experience is a valuable asset to the school's curriculum. It is also aware that students who receive prescription medication on a daily basis may have to continue this schedule when away from the school environment.

Guidelines:

- Because a nurse may not be present on a field trip, it may be necessary for the student to self-administer his/her medication during the time away from the school.
- Parents are permitted to accompany their child on field trips if deemed necessary to monitor special health concerns or to administer prescription medication.
- If this is not possible, they must sign a release permitting their child to self-administer the medication.
- Students are permitted to carry properly labeled prescription medication with them on the field trip.

Delegation of Responsibility:

The CEO shall ensure that students are informed of these guidelines and any additional regulations which may be needed to enforce these guidelines and the parent shall discuss these issues with the school nurse.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #210.2
Possession and Use of Asthma Inhaler/EpiPen

Purpose:

- The SusQ-Cyber Charter School (“Charter School”) recognizes the need for emergency medical treatment of students with asthma and severe allergies. Therefore, this policy addresses the issue of students carrying an inhaler and/or EpiPen to self medicate in an emergency situation.
- The choice is always for medical professionals to administer treatment, however, there is always the circumstance when it may be necessary for the student to self-administer his/her medication during an emergency. In all cases, the school nurse is the best source of direction and support for students in these situations.

Definitions:

- **Asthma inhaler** shall mean a prescribed device used for self-administration of short-acting, metered doses of prescribed medication to prevent or treat an acute asthma attack.
- **EpiPen** shall mean a prescribed device used for self-administration of short-acting, metered doses of medication to treat an acute allergic reaction.
- **Self-administration** shall mean a student’s use of medication in accordance with a prescription or written instructions from a physician, certified registered nurse practitioner or physician assistant.

Guidelines:

A student that desires to possess and self-administer a prescribed asthma inhaler or EpiPen must:

- Provide to the school nurse a physician’s order stating that the student is capable to self administer the inhaler at school, along with the name of the medication, the dosage, the times when the medication is to be taken and the diagnosis or reason the medicine is needed unless the reason should remain confidential.
- Written permission from guardian/parent that the school complies with the order of the physician. The note shall include a statement relieving the school entity or any school employee of any responsibility for the benefits or consequences of the prescribed medication when it is parent-authorized and acknowledging that the school entity bears no responsibility for ensuring that the medication is taken.
- Asthma inhalers and EpiPens can be sent with a responsible individual, such as a parent/guardian, teacher, or responsible student, on field trips and school activities.
- The student shall be made aware that the asthma inhaler and EpiPen are intended for his/her use only and may not be shared with other students.
- The student shall notify the school nurse or designee immediately following use of an EpiPen.
- Violations of this policy by a student shall result in immediate confiscation of the asthma inhaler and medication or EpiPen and loss of privileges.
- The Charter School reserves the right to require a statement from the physician (MD or DO)/PA-C/CRNP or designee for the continued use of a medication beyond the specified time period. Permission for possession and use of an asthma inhaler or EpiPen by a student shall be effective for the school year for which it is granted and shall be renewed each subsequent school year.

- A student whose parent/guardian completes the written requirements for the student to possess an asthma inhaler or EpiPen and self-administer the prescribed medication in the school setting shall demonstrate to the school nurse the capability for self-administration and responsible behavior in use of the medication.
- To self-administer medication, the student must be able to:
 - Respond to and visually recognize his/her name.
 - Identify his/her medication.
 - Recognize signs and symptoms requiring medication use.
 - Demonstrate the proper technique for self-administering medication.
 - Agree to inform health services if the EpiPen was used at a school event.
 - Demonstrate a responsible and cooperative attitude in all aspects of self-administration.
- The CEO or designee, in conjunction with the school nurse, shall develop procedures for student possession of asthma inhalers and EpiPens and self-administration of prescribed medication.
- The Charter School shall annually inform staff, students and parents/guardians about the policy and procedures governing student possession and use of asthma inhalers and EpiPens.

Delegation of Responsibility:

The CEO shall ensure that students are informed of these guidelines and any additional regulations, which may be needed to enforce these guidelines, and the parent shall discuss these issues with the school nurse.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #216 Student Records

Purpose:

School's collect and maintain many and various student records and as custodians of collected records are responsible to ensure that access to such personally identifiable student records is safeguarded under the protections of confidentiality guaranteed by the Family Educational Rights and Privacy Act of 1974 ("FERPA") and all associated regulations. FERPA is a federal law designed to ensure parents and students access to education records and to limit disclosure to others for unauthorized purposes. This policy makes adherence to these regulations a responsibility of the SusQ-Cyber Charter School ("Charter School").

Authority: The Charter School Board of Trustees is governed by the Disabilities Education Act ("IDEA"), and "FERPA" which requires the confidentiality of personally identifiable information for children with disabilities. The Charter School must fully inform parents about the requirements of this policy in the native language of the parent including: a description of the children about whom information is maintained, types of information recorded, how the information will be gathered (including sources), how the information will be used, how it will be stored, retained, disclosed to third parties and destroyed. The rights of parents and children regarding this information including rights guaranteed under FERPA must be published or announced in newspapers or other media, or both with circulation adequate to notify parents throughout the charter school area of the activity prior to any major identification, screening, location, or evaluation activity is conducted.

Guidelines: Student Records are very broadly defined at 34 CFR §99.3 to include, with enumerated exceptions, records directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution. The Charter School maintains records on all students, which include:

- Directory information,
- Medical history and immunization records
- Academic records
 - Grade transcripts
 - Course information and progress reports
 - Letters regarding academic progress
 - Standardized test results including IQ tests, achievement tests and PSSA tests results
 - Placement records
- Attendance records
- Discipline records
- Court orders and custody memoranda
- Records related to special education services including: requests to evaluate, psychological evaluations, CER's, IEP's, reevaluations, records of meetings and hearings, and NOREP's

Record Use:

- Directory information is used to identify students and to provide identifying information as to name, address, telephone number, date and place of birth, sex, major field of study, activities, dates of attendance, degrees and awards and past schooling.
- Medical records are maintained by the school nurse and are used to ensure that students are properly immunized, maintain height, weight, vision and hearing screenings as part of the student's health records which may help detect health problems as they develop, and to provide awareness of medical conditions.
- Academic records are maintained to track the student's educational progress and to prepare the records for graduation and post graduation transcripts.
- Attendance records are maintained to permit the Charter School to prepare state reports for attendance and district tuition reimbursement.
- Discipline records are maintained as a record of discipline incidence that also are used to prepare state reports regarding incidence of violence, smoking, drug use as non-personally identifiable data. They also are used for background supporting information for future discipline hearings, which may be held if required by future discipline problems.
- Court orders and custody memoranda are maintained to direct the Charter School regarding parent of record and custody issues.
- Special Education Records are maintained and used to record that all proper procedural safeguards have been employed in the assessment and placement of students and include assessments and evaluations relative to the student.

Storage:

Educational Record Storage is to be maintained as follows:

- Directory Information – not generally considered harmful or an invasion of privacy if released. Will be available as part of public record – stored in general files.
- Locked nurse's file – Medical records
- Locked student file – Academic records, grade transcripts, course information and progress reports, letters regarding academic progress, standardized test results including IQ tests achievement tests and PSSA test results, academic placement records, attendance records, discipline records, court orders and custody memoranda.
- Locked Special Education Files – Records related to special education services including requests to evaluate, psychological evaluations, CER's, IEP's reevaluations, records of meetings and hearings, and NOREP's.

Disclosure:

- Disclosure to Third Parties – A parent or eligible student must provide signed and dated written consent before the cyber school may disclose personally identifiable information from the students educational records.
- Exceptions to the prior consent rule are set forth at 34 CFR §99.31 and should be consulted each time a disclosure question arises.
- Directory information will be exchanged between districts and may be released as requested by military recruiters, the media, etc.
- Parents and students will be informed that release of directory information is possible.

Access :

- Access to records – Access to identifiable, confidential, educational records will be restricted to the staff who need access to such records in order to perform education services for the student.
- Parents or eligible students may review these logs.

Parent:

- The Charter School shall permit parents to access inspect and review any education records relating to their child that is collected, maintained, or used by the Charter School under 34 CFR part 300.
- The Charter School will comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to §§ 300.507 and 300.521-300.528, and in no case more than 45 days after the request has been made.

Correction of Records:

- A parent or eligible student may request that records they believe to be incorrect or inaccurate be amended.
- The Charter School shall decide if the record should be amended and will inform the parent.
- The parent may request a hearing if the Charter School decides the amendment is not warranted.
- If the hearing determines the record should be amended the record will be amended.
- If the hearing determines the record should not be amended the parent shall have the right to attach a statement that will be maintained along with the record and disclosed with the record.

Delegation of Responsibility:

The CEO is charged with the responsibility to ensure that the many records gathered by the Charter School are appropriately stored and maintained, that the annual public notice is properly advertised, and to establish methods to survey the public of this record policy.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

**Students Policy #217
Graduation Requirements**

Purpose:

SusQ-Cyber Charter School (“Charter School”) is authorized by the Pennsylvania Department of Education. Graduation from the Charter School must be in accordance with the graduation standards established by the Department of Education and the Charter of the SusQ-Cyber Charter School.

Guidelines:

In order to graduate from the Charter School, a student must earn a total of 22.0 credits during the 9th, 10th, 11th, and 12th grades. Specific course areas are:

Language Arts-----	4 credits
Mathematics-----	4 credits
Science-----	4 credits
Social Studies-----	4 credits
Health and Wellness-----	0.5 credits
Physical Education-----	1 credit
Career Readiness-----	0.25 credit per year of enrollment
Electives-----	4.5 credits (will include a minimum of one family consumer science, arts or humanities course)

Total credits required-----22.25 - 23.0 credits

Notes:

1. Algebra or Geometry taken in 8th grade may be counted toward high school credits and may be counted toward math credits required for graduation.
2. Foreign Language, either level 1 or 2, taken in 8th grade may be counted toward high school credits and may be counted as elective credits required for graduation.
3. Beginning with the Class of 2022, students must demonstrate their proficiency by passing the required state Keystone Exams or passing the state Project Based Assessment (PBA).
4. Any student who enrolls in the Charter School during the senior year who is transferring sufficient credits to meet all the credit requirements must attend the Charter School as a full-time student and take a full load of classes to be eligible to graduate with a Charter School diploma.
5. Students may participate in graduation provided they have met the graduation requirements or will meet the requirements by the successful completion of a maximum of two (2) credit recovery courses and have met all obligations.

Delegation of Responsibility:

The CEO is charged with the responsibility to ensure that students are registered for the proper courses to enable them to earn the credits required for graduation. The CEO shall sign all transcripts to verify completion of courses and the grades earned.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #218 Student Discipline

Purpose:

In order to foster achievement of the goals of public education, the school environment should be safe, orderly, and encourage the fullest possible educational development of each student. The conduct of the persons participating in the process greatly affects the extent to which a beneficial environment exists.

Authority:

The following offenses may cause immediate suspension and a hearing before the Board of Trustees for expulsion:

1. Sale, use, or possession of illegal drugs
2. Sale, use, or possession of alcoholic beverages
3. Vandalism of school property
4. Possession of a weapon including look-alikes at a school-sponsored activity, or public transportation to a school site or school sponsored activity
5. Any unlawful acts under the laws or ordinances of the Commonwealth of Pennsylvania or local municipality

First offense for the following may require up to a ten-day suspension and multiple offenses will require a hearing before the Board of Trustees for possible expulsion:

1. Smoking, use, or possession of tobacco products in a school bus, or on school property owned by, or leased by, or under the control of the Cyber School and as referenced by Act 145 of 1996
2. Persistent misbehavior and/or violation of school rules
3. Consistent absenteeism and tardiness
4. Persistent lack of effort in schoolwork

All of the above rules and regulations also apply when students are participants or spectators in any extracurricular activities or taking part in any field trips.

The administration shall have the right to formulate other rules, regulations, and disciplinary actions that it deems necessary to conduct a well disciplined, safe and orderly school.

Definitions:

Exclusion from School may take the form of suspension or expulsion.

“Temporary Suspension” shall mean exclusion from school for an offense for a period of up to three school days. The “Temporary Suspension” may be given by the administration, with an informal hearing for offenses, such as persistent misbehavior, fighting, smoking, and other actions on the part of the student that are deemed more serious in nature than those which would result in a warning letter. The purpose of the informal hearing is to enable the student to meet with the school administrator to explain the circumstances surrounding the event for which the student is being suspended, to demonstrate that this may be a case of mistaken identity, or to show that there is some compelling reason why the student should not be suspended. Prior

notice of an intended suspension need not be given when it is clear that the health, safety, or welfare of the school community is threatened.

“Full Suspension” shall mean exclusion from school for an offense for a period of up to ten school days. An informal hearing, before the school administrator, shall be given to the student and offered to the student’s parents or legal guardian. The “Full Suspension” may be given by the administration for offenses deemed to be of a serious nature, such as possession, use, sale, or giving of alcoholic beverages or drugs on school property, acts of vandalism of school property, persistent misbehavior, and those actions that persist on the part of the student after written warning and a lesser suspension. Suspensions may not be made to run consecutively beyond the ten school day period.

“Expulsion” is exclusion from school by the Board of Trustees for a period exceeding ten school days and may be a permanent expulsion from the school rolls. All expulsions require a prior formal hearing. While excluded from school by suspension, students shall have the responsibility to complete their assignments within the guidelines established by the Board of Trustees. A suspended student is not permitted to work on his/her on-line courses from home and must report during regular school hours to a library or community center with computers and internet access. During exclusion the student may not access his/her courses from home and the internet access will be disabled. The parents and Chief Executive Officer (CEO) shall be notified immediately in writing when a student is suspended. Written notification shall be prepared and sent by the Board of Trustees.

Regarding Expulsions:

1. During the period prior to the hearing and decision of the Board of Trustees in an expulsion case, the student shall report to the library or community center daily as a suspended student except that if the Cyber School deems the disciplinary problem so severe as to jeopardize the health and safety of the library or community center staff, then the student will be suspended out of school immediately until the hearing is held.

2. If following the hearing, the student is expelled for a period of time he/she will be excluded from school. The student’s courses will be suspended, and the loaned computer must be returned to the school. However, students who are less than 17 years of age are still subject to the compulsory school attendance law even though expelled, and they must be provided an education.

- a. The initial responsibility for providing the required education rests with the student’s parents or guardian, through placement in another school, through tutorial or correspondence study, or through another educational program approved by the school’s CEO.
- b. If the parents or guardian are unable to provide for the required education, they must within 30 days submit to the school written evidence so stating. The school then has the responsibility to make some provision for the student’s education. If 30 days pass without the school receiving satisfactory evidence that the required education is being provided to the student, it must re-contact the parent, and pending the parents’ or guardian’s provision of such education, the school must make some provision for the student’s education.

- c. In the case of noncompliance with the approved education program, the school may take action in accordance with Chapter 63 of the Juvenile Act (42 PA. C.S. §§6301-6308), to ensure that the child will receive a proper education.

Hearings:

1. Education is a statutory right, and students must be afforded all appropriate elements of due process if they are to be excluded from school. In a case involving a possible expulsion, the student is entitled to a formal hearing, which is a fundamental element of due process.
2. "A formal hearing" is required in all expulsion actions. This hearing may be held before the Board of Trustees, or a duly authorized committee of the board, or a qualified hearing examiner appointed by the board. Where the hearing is conducted by a committee of the board or a hearing examiner, a majority vote of the entire board of trustees is required to expel a student.
3. The following due process requirements are to be observed with regard to the formal hearing:
 - a. Notification of the charges and sufficient notice of the time and place of the hearing shall be sent to the student's parents or guardian by certified mail.
 - b. The hearing shall be held in private unless the student or parent requests a public hearing.
 - c. The student has the right to be represented by counsel.
 - d. The student has the right to be presented with the names of witnesses against the student, and copies of the statements and affidavits of those witnesses.
 - e. The student has the right to request that any such witnesses appear in person and answer questions or be cross-examined.
 - f. The student has the right to testify and present witnesses on his/her own behalf.
 - g. A record must be kept of the hearing, either by a stenographer or by tape recorder. The student is entitled, at the student's expense, to a copy of the transcript.
 - h. The proceeding must be held with all reasonable speed.
4. Where the student disagrees with the results of the hearing, recourse is available in the appropriate court of the Commonwealth. If it is alleged that a constitutional issue is involved, the student may file a claim for relief in the appropriate federal district court.
5. The purpose of the informal hearing is to enable the student to meet with the appropriate school official to explain the circumstances surrounding the event for which the student is being suspended or to show why the student should not be suspended.
6. The informal hearing is meant to encourage the student's parents or guardian to meet with the CEO to discuss ways by which future offenses can be avoided.
7. The following due process requirements are to be observed in regard to the informal hearings:
 - a. Notification of the reasons for the suspension shall be given in writing to the parents or guardian and to the student.
 - b. Sufficient notice of the time and place of the informal hearing.
 - c. A student has the right to question any witnesses present at the hearing.
 - d. A student has the right to speak and produce witnesses on his/her own behalf.

8. The informal hearing will be held within the first five days of the suspension.
9. The CEO shall, in the case of an exceptional student, take all steps necessary to comply with the Individuals with Disabilities Education Act.

Special Needs Students:

The procedure to be followed for a student with a disability who has an IEP shall be in accordance with PA Chapter 711 regulations and Chapter 432 standards. A suspension of an exceptional student for more than ten consecutive school days or more than 15 cumulative school days in one year is considered a change in educational placement and, as such, requires a multidisciplinary evaluation where a manifestation determination shall be made, notice to the parents (NOREP), and a right to a hearing prior to exclusion. The disciplinary exclusion of a student with mental retardation is considered a change in placement and requires notice to the parents (NOREP) and a right to a hearing prior to the exclusion.

If the school deems the discipline problems so severe as to warrant immediate action, it may, with the approval of the Secretary of Education for the State of Pennsylvania, implement an interim change in educational placement, including exclusion from school, as long as notice is provided to the parents (NOREP), and a due process hearing is scheduled as soon as possible. Under no circumstances is corporal punishment permitted.

Delegation of Responsibility:

The CEO shall be responsible for the enforcement of this policy and ensuring that all due process rights of the students are afforded.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #218.1 Weapons and Dangerous Instruments

Purpose:

The SusQ-Cyber Charter School Board of Trustees believes that the physical safety of students, employees and visitors is essential for the proper operation of the school and for the establishment of a positive learning environment. Based on this premise, the Board of Trustees seeks to provide a safe environment free from weapons for students and school personnel.

Authority:

It shall be the policy of the Board of Trustees that possession of or bringing a weapon by students is prohibited on school property or in any vehicle providing authorized transportation of students to or from any school sponsored function, activity, or event or at the location of any school-sponsored activity.

Definitions:

“Weapon” shall mean any instrument or implement for the infliction of or capable of inflicting bodily injury that serves no common lawful purpose, including, but not limited to, any knife, razor, razor blade, or other cutting instrument or cutting tool, sharpened wood, sharpened metal, nunchuk stick or other martial arts device, brass or metal knuckles, club, metal pipe, blackjack, chemical agent, such as, mace, laser, shocker, or stun gun, any explosive device, firearm (including pellet guns and BB guns), gun, sling shot, bow, arrow, or any other similar device from which a projectile may be discharged, including a firearm or weapon that is not loaded or that lacks a component or a device necessary to render it immediately operable. The term “weapon” shall include “weapon look alike”, including any instrument or implement designed to look like a “weapon”.

“Possess” and “Possession” shall mean being on the person of any person or in a person’s car, or otherwise under his or her control.

Guidelines:

- A student who otherwise violates this policy or assists in the violation of the policy will immediately be suspended from school for a period of ten days pending a mandatory hearing with the Board of Trustees (or, as authorized by the Board of Trustees, a committee of the Board of Trustees, or a hearing examiner).
- The Board shall expel any student found guilty of violation of this policy for a period of one school year.
- The CEO will review each infraction on a case-by-case basis and may recommend alternative disciplinary action to the Board of Trustees.
- The CEO shall, in the case of an exceptional student, take all steps necessary to comply with the Individuals with Disabilities Education Act.
- The procedure to be followed for a student with a disability who has an IEP shall be in accordance with PA Chapter 711 regulations and Chapter 432 standards. A suspension of an exceptional student for more than ten consecutive school days or more than 15 cumulative school days in one year is considered a change in educational placement and, as such, requires a multidisciplinary evaluation where a manifestation determination shall be made, notice of recommended educational placement (NOREP) to the parents, and a

right to a hearing prior to the exclusion. The disciplinary exclusion of a student with mental retardation is considered a change in placement and requires notice of recommended educational placement (NOREP) to the parents and a right to a hearing prior to the exclusion. If the school deems the discipline problem so severe as to warrant immediate action, it may, with the approval of the Secretary of Education for the state of Pennsylvania, implement an interim change in educational placement, including exclusion from school, as long as notice of recommended educational placement (NOREP) is provided to the parents, and a due process hearing is scheduled as soon as possible. Under no circumstances is corporal punishment permitted. The CEO shall, in the case of an exceptional student, take all steps necessary to comply with the Individuals With Disabilities Education Act.

- In accordance with current state law the SusQ-Cyber Charter School will "...report any new incidents involving acts of violence or possession of a weapon by any person on school property..." as required by the Pennsylvania Department of Education's Office of Safe Schools on the forms provided by the office.
- Prior to admission to any school entity the parent, guardian, or other person having control or charge of a student shall upon registration provide a sworn statement or affirmation stating whether the pupil was previously or is presently suspended or expelled from any public or private school of the Commonwealth or any other state for any act of violence committed on school property. The registration shall include the name of the school from which the student was expelled or suspended for the above listed reasons with dates of the expulsion or suspension and shall be maintained at the office of the Charter School.
- The school will maintain, "...updated records of all incidents of violence, incidents involving possession of a weapon and conviction or adjudication's of delinquency for acts committed on school property by students enrolled in the school". These records will be maintained in a format approved by the PA State Police in conjunction with the office of Safe Schools. The CEO will maintain these records.
- The student's disciplinary record that includes records kept about that student "...shall be available for inspection to the student and his parent, guardian, or other person having control or charge of the student, to officials, and to state and local law enforcement officials... Permission of the parent, guardian, or other person having control or charge of the student shall not be required for transfer of the individual student record to another school entity within the Commonwealth or in another state in which the student seeks enrollment or is enrolled." The student's disciplinary record shall be maintained at the office of the Charter School.
- When a student withdraws from the SusQ-Cyber Charter School, the CEO shall include a certified copy of the student's disciplinary record along with all of the student's other records that are forwarded to the school entity to which the pupil has transferred.
- When a student enters the SusQ-Cyber Charter School the CEO shall request a certified copy of the student's disciplinary record, along with all the other records from the school entity from which the student is transferring. This request shall be made by certified mail.

Delegation of Responsibility:

The CEO shall be responsible to ensure this policy is followed and shall inform the Board of all instances in violation of this policy.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Students Policy #224 Care of School Property

Purpose:

Caring for school equipment and the loaned equipment is vital to the operation of the SusQ-Cyber Charter School. Each student is loaned computer equipment that may exceed \$1,000 in value.

Guidelines:

- Students are responsible for the proper care of all school property, books, computers, supplies, equipment, etc.
- Altering, bypassing or reverse-engineering any school equipment or software is strictly prohibited.
- Students who disfigure property, or do other damage to school property, will be required to pay for the damage done or replace the item.
- Computers and books are loaned to students for their use in their educational program.
- Computers are only for the use of the student.
- Computers and books are to be returned at the completion of the school term or when the student leaves the program.
- Failure to return computers could subject the student and parent to legal consequences.
- Students will be billed for damages, which are seen as deliberate or careless.

Delegation of Responsibility:

The CEO is charged with the responsibility to ensure that the students and parents properly sign for computers and books, that proper inventories are maintained and that every possible effort is made to recover computers when students leave the program. The CEO shall see that a periodic report is prepared for the Board of Trustees regarding the status of the computers and any which are unaccounted for or missing.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #225 Dress and Grooming

Purpose:

An individual's habit of dress and personal grooming are an important part of his/her total personality and they often determine not only his/her attitude toward himself/herself, but also the way others look at him/her.

Authority:

Based on these criteria, the following rules of dress apply to all students when present in the SusQ-Cyber Charter School, attending live sessions, posting to the social wall or attending any school function.

Guidelines:

- When present at the school or attending school functions, footwear is required (students are not permitted to wear shower sandals or cleated shoes)
- Inappropriate attire should be avoided, which includes: bare midriffs, see-through blouses and shirts without proper undergarments, muscle shirts, extremely low-cut blouses, halters, and short shorts
- Clothing, buttons, or other insignias that are suggestive, obscene, or that mock, ridicule, or demean another race, religion, or national origins are not appropriate
- Hats, headbands, and headwear are not to be worn during the prohibited time
- Extremely tattered or ripped clothing is prohibited.
- The administration may impose additional regulations to ensure health and/or safety

Delegation of Responsibility:

The CEO shall ensure that the students are informed of these guidelines and any additional regulations, which may be needed to enforce this policy.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

**Student Policy #227
Drug and Alcohol Policy**

Purpose:

Use of drugs and alcohol by school students is illegal and counter to the proper operation of an educational program. Schools have a duty to enforce regulations controlling the use and abuse of alcohol and drugs by students.

Guidelines:

- A SusQ-Cyber Charter School (“Charter School”) student who while on school grounds, during a school session, or anywhere at a school-sponsored activity, is under the influence of alcohol, drugs, or mood altering substances or possesses, uses, dispenses, sells, or aids in the procurement of alcohol, narcotics, restricted drugs, mood altering substances, or any substance purported to be a restricted or over-the-counter drug, shall be subject to discipline pursuant to the provisions and procedures outlined in the Charter School’s Discipline Code.
- Possession shall include holding for others and does not constitute a defense.
- The CEO shall implement positive efforts to counter the drug and alcohol culture and to organize anti-drug curriculum offerings.
- The Board of Trustees reserves the right to use any extraordinary measures deemed necessary to control substance abuse even if the same is not provided for specifically in any rule or regulation enumerated herein.

Delegation of Responsibility:

This policy will be implemented through the cooperative efforts of the Board of Trustees, the CEO, students, parents and community agencies of the Charter School. The CEO will ensure this policy is enforced.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #228 Student Government

Purpose:

The Board of Trustees acknowledges that student organizations have an important place in the educational program of the district. Properly organized and operated, student organizations extend and reinforce the instructional program, give students practice in democratic self-government, build student morale and support for the schools, and honor outstanding student achievement.

Guidelines:

- The Board establishes that students shall have the right to organize, conduct meetings, elect officers and representatives, and petition the Board.
- The Board will recognize the Student Council as the official voice of the student body for students in SusQ-Cyber Charter School.
- The Board shall appoint a qualified member of the faculty to serve as an advisor for student government activities.

Delegation of Responsibility:

- The CEO or designee shall establish rules and regulations to implement this policy which:
 - Assure that all students have equal access to the student government and an equal opportunity to vote and hold office.
 - Require fiscal accountability and adhere to Board policy for all financial aspects of student government activity.
 - Require that decisions made and actions taken by the student government organization, in accordance with and within the scope of its constitution, shall not be voided or vetoed by any staff member.
- School staff shall assist students in drafting and implementing constitutions or charters for the governance and operation of school organizations. Such constitutions or charters shall be duly adopted by the members of the student body it represents, comply with all applicable Board policy, and shall be subject to approval by the CEO. Questions of consistency with Board policy appropriateness shall be referred to the CEO.

Student Policy # 230 Student Fundraising

Purpose:

The Board acknowledges that solicitation of funds from students must be limited because compulsory attendance laws make the student a captive donor and such solicitation may disrupt the educational program of the school.

Definition:

For purpose of this policy, **student fundraising** shall include solicitation and collection of money by students in exchange for goods.

Guidelines:

- The Board shall approve fundraisers of school groups.
- The Board prohibits the collection of money by a student for personal benefit in school buildings, on school property or at any school-sponsored activity.
- Students are not obligated to conduct door-to-door sales for fundraising.

Delegation of Responsibility:

- The CEO or designee shall establish rules and regulations to implement this policy which:
 - Limit the number of fundraisers in a year for any group.
 - Describe permitted methods of solicitation that do not place undue pressure on students or patrons.
 - Limit the kind and amount of advertising for solicitation.
- The CEO shall distribute this policy and relevant procedures to each student organization granted permission to solicit funds.
- Funds solicited shall be controlled by Policy #012.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #235 Student Responsibilities

Purpose:

Student responsibilities include regular school attendance, conscientious effort in the course work, and following school rules and regulations. Students share with the cyber school staff a responsibility to maintain a climate within the school program that is conducive to learning. No student has the right to interfere with the education of his/her fellow students. It is the responsibility of each student to respect the rights of teachers, students, administrators and all others who are involved in the cyber educational process.

Guidelines:

Students should express their ideas and opinions in a respectful manner. It is the responsibility of the students to abide by the following when on-line or at any school site or any school-related function:

- Be aware of all rules and regulations for student behavior and conduct themselves in accordance with them.
- Students should assume that until a rule is waived, altered, or repealed in writing, it is in effect.
- Volunteer information in matters relating to the health, safety, and welfare of the school and community and the protection of school property.
- Dress and groom to meet fair standards of safety and health, and to not cause substantial disruption to the educational processes.
- Assist the school staff in operating a safe school for all students enrolled therein.
- Comply with Commonwealth and local laws.
- Exercise proper care when using public facilities and school equipment.
- Attend school daily, maintain attendance logs and be on time for all school functions.
- Make up work when absent from school.
- Pursue and attempt to complete satisfactorily the courses of study prescribed by the Commonwealth and the charter school.
- Report accurately and not use indecent or obscene language in student newspapers or publications.

Delegation of Responsibility:

The CEO is charged with the responsibility to ensure that the rules for student responsibility are properly advertised and to establish guidelines for student conduct.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #236
Student Assistance Program (SAP)

Purpose:

The Board is committed to assisting all students to achieve to their fullest potential.

Definition:

Student Assistance Program (SAP) - a systematic process using effective and accountable professional techniques to mobilize school resources to remove the barriers to learning and, when the problem is beyond the scope of the school, to assist the parent/guardian and student with information so they may access services within the community.

Authority:

The Board shall provide a Student Assistance Program (SAP) that assists Charter School employees in identifying issues and providing assistance to students experiencing difficulties in learning and academic achievement. This program will follow the SAP guidelines as stipulated by the Commonwealth of Pennsylvania Student Assistance Program.

Guidelines:

The Student Assistance Program shall provide assistance in:

- Identifying issues that pose a barrier to a student's learning and/or academic achievement.
- Determining whether or not the identified problem lies within the responsibility of the school.
- Informing the parent/guardian of a problem affecting the student's learning and/or academic achievement.
- Making recommendations to assist the student and the parent/guardian.
- Providing information on community resources and options to deal with the problem.
- Establishing links with resources to help resolve the problem.
- Collaborating with the parent/guardian and agency when students are involved in treatment through a community agency.
- Providing a plan for in-school support services for the student during and after treatment.
- Seeking parental consent based on the following:
 - If married and living in the same home, only one parent is required to sign the form
 - If divorced/separated and there is a written custody agreement in place, requires a copy and follow the agreement
 - If the agreement gives both parents the authority to make educational decisions, either may sign
 - If one parent has legal custody, then he or she is the only one that is permitted to sign for permission for SAP services.

Delegation of Responsibility:

The CEO shall develop, implement and monitor a Student Assistance Program (SAP) that complies with state regulations.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy 246 Student Wellness

Purpose:

The SusQ-Cyber Charter School (“Charter School”) is committed to preparing students to make healthy nutritional and physical activity choices every day in their communities, homes and schools. Therefore, the Charter School’s Board of Trustees has adopted this Wellness Program.

Guidelines:

- Students, parents, teachers, health professionals, and community members will jointly implement, monitor, and review the Charter School’s nutrition and physical activity policy.
- All students will receive opportunities and encouragement to stay physically active on a regular basis.
- The Charter School’s program will provide all 9-12 students a physical education program and nutrition education opportunities during the school day and through courses and activities, as well as other opportunities for developmentally appropriate activities aimed at fostering lifelong habits for health.
- Food and beverages sold or served at school will contribute to a healthy lifestyle.
- The goals of the student wellness policy shall be considered in planning all school-based activities.

Implementation:

- A School Health Council shall be established and will meet quarterly for the purpose of implementing, monitoring and, as necessary, revising this school wellness policy and related guidelines.
- The council will be comprised of at least one (1) each -Administrator, teacher, school nurse, parent, student.
- Committee members will serve a two-year term.
- Foods & Beverages available on Campus are not a problem since the Charter School does not have a food service program nor do students have access to foods offered at school through vending machines, school store sales, fundraisers, booster club sales, classroom parties, or holiday celebrations. The only food and beverage available or provided to students are the refreshments offered for State Assessment Testing that consists of juice and water.
- Faculty members are encouraged to set the example for students. Students are not likely to believe that nutrition policies are beneficial if they see faculty consuming foods and beverages that do not align with the wellness policy.

Nutrition Education:

- The goal of nutrition education is to teach, encourage and support healthy eating habits by students.
- Promoting student health and nutrition enhances readiness for learning and increases potential for achievement.
- The nutrition curricula shall be age appropriate and behavior focused. All students will be encouraged to take the Foods and Nutrition Course.

- The nutrition curricula will be included in the 11th grade health curriculum in accordance with State Board of Education curriculum regulations and the academic standards for Health, Safety and Physical Education and Family and Consumer Sciences.

Physical Education:

- Comprehensive 9-12 grade physical education courses shall be provided through which all students learn, practice and are assessed on the developmentally appropriate skills and knowledge that are needed to sustain lifelong, health-enhancing physical activity.
- Certified health and physical education teachers will teach all physical education courses.
- The physical education curricula will be a required comprehensive program in accordance with State Board of Education curriculum regulations and the academic standards for Health, Safety and Physical Education.

Physical Activity:

In addition to the required physical education courses, students will be encouraged to take part in other physical activities.

Delegation of Responsibility:

The Chief Executive Officer or designee shall monitor the Charter School's programs, and curricula to ensure compliance with this policy, related policies and to establish guidelines or administrative regulations to implement this policy. The CEO or designee shall report to the Board on the Charter School's compliance with laws and policies related to student wellness.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #247
Aggressive Physical Behavior

Purpose

One of the primary functions of the Board of Trustees is to provide a working environment that is safe and relatively comfortable for students and staff. In an effort to provide those charged with the responsibility of maintaining a high degree of safety within the school, the following guidelines are offered.

Definition

Aggressive physical behavior shall include, but not be limited to, threatening, fighting, bullying, intimidating, or slapping.

Guidelines

- Any student involved in any form of aggressive physical behavior will receive a minimum of a three (3) day suspension from school.
- Said student will not be allowed to return to school until a parent conference is held.
- Involvement in additional aggressive physical behavior may lead to a hearing before the Board of Trustees for possible expulsion from school.
- In addition, any student involved in this type of behavior who is beyond compulsory school age (17 years old or older) may be scheduled for a formal hearing before the Board of Trustees for the purpose of expulsion on the first offense.
- This policy applies to students anytime they are on school property or at all extracurricular activities.
- Law enforcement officers will be contacted in the event that bodily harm or injury occurs or if in the judgment of the administrator the situation warrants their assistance.

Responsibility

The CEO is charged with the responsibility of enforcing and following the guidelines relating to this policy.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Students Policy #248 Unlawful Harassment

Purpose:

- The SusQ-Cyber Charter School (“Charter School”) Board of Trustees strives to provide a safe, positive learning climate for students in the school. Therefore, it shall be the policy of the Charter School to maintain an educational environment in which harassment in any form is not tolerated.
- The Board prohibits all forms of unlawful harassment of students and third parties by all SusQ-Cyber Charter School students and staff members, contracted individuals, vendors, volunteers and third parties in the school. The Board encourages students and third parties who have been harassed to promptly report such incidents to the designated employees.
- The Board directs that complaints of harassment shall be investigated promptly, and corrective action be taken when allegations are substantiated. Confidentiality of all parties shall be maintained, consistent with the Charter School’s legal and investigative obligations.
- No reprisals or retaliation shall occur as a result of good faith charges of harassment.

Definitions:

- For purpose of this policy **harassment** shall consist of verbal, written, graphic or physical conduct relating to an individual’s race, color, national origin/ethnicity, gender, age, disability, sexual orientation or religion when such conduct:
 - Is sufficiently severe, persistent or pervasive that it affects an individual’s ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive educational environment.
 - Has the purpose or effect of substantially or unreasonably interfering with an individual’s academic performance.
 - Otherwise adversely affects an individual’s learning opportunities.
- For purposes of this policy, **sexual harassment** shall consist of unwelcome sexual advances; requests for sexual favors; and other inappropriate verbal, written, graphic or physical conduct of a sexual nature when:
 - Submission to such conduct is made explicitly or implicitly a term or condition of a student’s academic status.
 - Submission to or rejection of such conduct is used as the basis for academic or work decisions affecting the individual.
 - Such conduct deprives a student of educational aid, benefits, services or treatment.
 - Such conduct is sufficiently severe, persistent or pervasive that it has the purpose or effect of substantially interfering with the student’s school performance or creating an intimidating, hostile or offensive educational environment.

- Examples of conduct that may constitute **sexual harassment** include but are not limited to sexual flirtations, advances, touching or proposition; verbal abuse of a sexual nature; graphic or suggestive comments about an individual's dress or body/ sexually degrading words to describe an individual; jokes; pin-ups; calendars; objects; graffiti; vulgar statements; abusive language; innuendoes; references to sexual activities; overt sexual conduct; or any conduct that has the effect of unreasonably interfering with a student's ability to work or learn or creates an intimidating, hostile or offensive learning or working environment.

Guidelines:

- Each student shall be responsible to respect the rights of their fellow students and Charter School employees and to ensure an atmosphere free from all forms of unlawful harassment.
- The CEO shall be responsible to complete the following duties when receiving a complaint of unlawful harassment:
 - Inform the student or third party of the right to file a complaint and the complaint procedure.
 - Inform the complainant that s/he may be accompanied by a parent/guardian during all steps of the complaint procedure.
 - Notify the complainant and the accused of the progress at appropriate stages of the procedure.
 - Following a thorough investigation by the CEO, a substantiated charge against a student in the school shall subject that student to disciplinary action.
 - Refer the complainant to the Board of Trustees if the CEO is the subject of the complaint.

Delegation of Responsibility:

The CEO is charged with the responsibility of enforcing and following the guidelines related to this policy.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

REPORT FORM FOR COOMPLAINTS OF UNLAWFUL HARASSMENT

Complainant: _____
Home Address: _____
Home Phone: _____
Date of Alleged Incident(s): _____

Alleged harassment was based on: (check those that apply)

Race Color National Origin Gender Age

Disability Religion Sexual Orientation

Name of person you believe violated the district's unlawful harassment policy:

If the alleged harassment was directed against another person, identify the other person.
Attach additional page if necessary: _____

When and where incident occurred: _____

List any witnesses who were present: _____

This complaint is based on my honest belief that _____ has harassed me or another person. I certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge.

Complainant's Signature

Date

Received By

Date

Student Policy #249
School Climate and Safe Schools and
Bullying / Cyber bullying

Purpose:

The SusQ-Cyber Charter School (“Charter School”) is committed to maintaining the safety of students in the cyber school environment.

Definitions:

For the purpose of this policy,

- **“Bullying”** shall mean any written, verbal or physical act or conduct which may, but shall not be required to, be based on any actual or perceived characteristic, included but not limited to a characteristic related to race; color; religion; national origin; ancestry; ethnicity; sexual orientation; physical disability; mental or emotional health; learning disability; gender; gender identity or expression; socio-economic status or physical appearance or based on an association with a person who has or is perceived to have one or more such characteristics and:
 - (1) is directed at another student or students;
 - (2) occurs in a school setting;
 - (3) is severe, persistent or pervasive; and
 - (4) has or can be reasonably predicted to have the effect of one or more of the following:
 - (a) places a reasonable student in fear of physical harm to the student’s person or property;
 - (b) causes a substantially detrimental effect on a reasonable student’s physical or mental health; or
 - (c) substantially interferes with a reasonable student’s ability to participate in or benefit from the services, activities or privileges provided by a school.
- **“School Property or School Setting”** shall mean any public school grounds, any school sponsored activity, any conveyance provident transportation to a school entity or school-sponsored activity or event, or a designated school bus stop when students are waiting to be picked up by school-provided transportation or exiting from school-provided transportation.
- **“Cyber bullying”** shall mean bullying that occurs through electronic communication.
- **“Electronic Communication”** shall mean any form of communication through an electronic device, including, but not limited to, a telephone, cellular phone, computer or pager, which form of communication includes, but is not limited to, email/ instant messaging, text messaging, blogging, paging, online gaming and communication through an Internet website.
- **“Harassment”** shall mean a person commits the crime of harassment when, with intent to harass, annoy or alarm another, the person:
 - (1) strikes, shoves, kicks or otherwise subjects the other person to physical contact, or attempts or threatens to do the same;
 - (2) follows the other person in or about a public place or places;

- (3) engages in a course of conduct or repeatedly commits acts which serve no legitimate purpose;
- (4) communicates to or about such other person any lewd, lascivious, threatening or obscene words, language, drawings or caricatures;
- (5) communicates repeatedly in an anonymous manner;
- (6) communicates repeatedly at extremely inconvenient hours; or
- (7) communicates repeatedly in a manner other than specified in paragraphs (4), (5) and (6).

- The Charter School is not prohibited from classifying as bullying, acts including those involving electronic communications that occur outside a school setting provided there is a nexus to the school environment, if those acts are directed at or are about another student, are severe, persistent and pervasive, or have the effect of substantially interfering with a student's education, creating a threatening environment or substantially disrupting the orderly operation of the school.

Guidelines:

- **Professional Staff Training**

In addition to the current continuing education program under Section 1205.2 of the Public School Code, each professional educator will have to complete at least four (4) hours of training focused solely on the identification and prevention of, intervention in, and the use of the online portal

- **Reporting to PDE:**

All incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances or possession use or sale of alcohol or tobacco by any person on school property are to be reported by the CEO to the Office for Safe School through the safe school online portal. Such reports shall include, at a minimum, the following information:

- Age or grade of student
- Name and address of school
- Circumstances surrounding the incident, including, but not limited to, type of weapon, controlled substance, alcohol or tobacco, the date, time and location of the incident, if a person other than a student is involved the incident and any relationship to the school entity.
- Race of Student
- Whether the student has an Individualized Education Plan under the Individuals with Disabilities Education Act, and if so, the type of disability
- Sanction imposed by the school
- A list of criminal offenses under 18 Pa.C.S.
- A list of offenses under 18 Pa.D.S., and any attempt, solicitation or conspiracy to commit said offenses
- If the discipline infraction was a violation of a school policy
- Notification of law enforcement
- Law enforcement response
- Remedial programs involved

- Parental involvement required
- Arrests, convictions and adjudications, if known

By November 1, 2015, the DOE will establish, develop and maintain a secure Internet safe school online portal, which should be accessible by employees of the DOE and professional school employees. This portal will include:

- A bullying interface for school employees to enter and track bullying incidents
- An acts of violence interface to enter and track all incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances
- Automatic, periodic generation of appropriate bullying reports for specific individuals
- An online training and examination program to fulfill the continuing education requirement on prevention of, and intervention in, harassment, bullying and cyber bullying
- A model policy related to bullying

➤ Transfer Students:

This reporting process governs students transferring to or from nonpublic schools, as well as those students transferring to and from public schools. Whenever a student transfers to a nonpublic school or another public school, a certified copy of the student's discipline record shall be transmitted to the nonpublic school to which the pupil has transferred within ten (10) days from the receipt of the request.

➤ Availability of the Policy:

The policy shall be made available on the publicly accessible Internet Web site at: www.susqcyber.org and will be made a part of the student enrollment documents and be included in the parent/student handbook. The policy must be posted at a prominent location within each school building where notices are usually posted. Within 90 days of adoption of this policy and at least once a year thereafter, the school shall review the policy and procedures for reporting a bullying incident or other unsafe conduct with the students.

➤ Reviewing the Policy:

The Charter School must review its bullying and safe schools policies every three years and annually provide PDE with a copy of the bullying policy, including information related to development and implementation of any bullying prevention, intervention and education programs. This information must be attached to the annual school safety report.

➤ Charter School Staff Member Receiving Reports:

Students will be directed to report incidents of alleged bullying to the CEO, or the guidance counselor. However, any staff member who receives a report from a student of alleged bullying or that suspects unsafe acts may be occurring must report the incidents to the SAP Team through the guidance counselor. In addition, the SAP Team may investigate any such reports.

➤ The SAP Team shall be delegated with the responsibility to make bullying prevention a priority item and will make this topic part of their regular agenda. The SAP Team will monitor the reports of unsafe conduct and, as necessary recommend any educational components to raise student awareness, or any revisions of the policy and related guidelines.

- Faculty members are encouraged to set the example for students. Students are not likely to believe that bullying policies are beneficial if they do not see faculty taking an active role in discouraging and halting bullying.

Enforcement:

- Students who are accused or who are suspected of acts violating the Safe School Policy will be counseled by the staff regarding such conduct and warned of the consequences which could include suspension, expulsion or referral to legal authorities.
- Students may be recommended for counseling by other agencies when such counseling is deemed advisable.
- Parents will be informed of the student's conduct and encouraged to seek any additional help they need to redirect the student's conduct.
- Students who are accused of continued unsafe acts will be referred to the CEO who may suspend the student or who may refer the student to the Board of Trustees with a recommendation for expulsion for a specific time or permanently.
- Students whose conduct includes violations of law will be referred to the local police authorities. A Memorandum of Understanding is in place with the Bloomsburg Police Department that outlines the involvement of the local and state police in addressing illegal behavior. These would be violations including: threatening or actual physical harm, sexual harassment, or illegal use of the Internet. Specific policies exist that govern the applicability of these incidents.
- The CEO should send an act of violence online report from the acts of violence online interface within the safe schools online portal to the police department that has jurisdiction over the relevant school property on an annual basis. The CEO and police department should have the following duties:
 - The CEO should submit the report to the police department. The police department should review the report and compare the data regarding criminal offenses and notification of law enforcement to determine whether the report accurately reflects police incident data.
 - No later than 21 days after receiving the acts of violence report, the police department should notify the chief school administrator, in writing, whether the report accurately reflects police incident data. The police department will either sign the report or indicate any discrepancies between the report and police incident data.
 - The CEO and the police department should attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department should notify the chief school administrator and to the office in writing.
 - If the police department fails to take action as required under paragraphs 1-3, the chief school administrator should indicate the police department's failure to take action by entering the information in the acts of violence online interface within the safe schools online portal.

Delegation of Responsibility:

The Chief Executive Officer or designee shall monitor the Charter School's Safe Schools Policy and recommend steps to be taken to ensure compliance with the policy, curricular programs, related policies, and establish guidelines or administrative regulations to implement this policy. The CEO or designee shall annually report to the Board on the Charter School's compliance with the laws and policies related to school climate and safe schools.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy # 250
Student Attendance Improvement Plan - School-Family Conference

The Student Attendance Improvement Plan (SAIP) is developed cooperatively with involved stakeholders through a school-family conference, which is required upon the school's notice to the student's parent/guardian upon the third unexcused absence. Teachers are the first line of defense for compulsory attendance, as they are the first to recognize students with possible attendance issues. Therefore, a plan of action should be implemented, including (but not limited to):

- Sharing and reviewing school policy on attendance and student responsibilities with students and families;
- Contacting the student's parent/guardian upon his/her absence;
- Meeting individually with students to discuss reason(s) for absence;
- Following up with the building principal (or assigned administrator);
- Making referrals to guidance counselors; and
- Collaborating with Student Assistance Teams as appropriate.

The school will notify the parent/guardian regarding the need for a joint conference upon the third unexcused student absence. The school-family conference engages all participants involved in the student's life to explore possible solutions to increase the student's school attendance. Maintaining open communication between the student and adults will facilitate positive outcomes.

Purpose:

The purpose of the school-family conference is to discuss the causes(s) of the truancy and to develop a mutually agreed upon plan to facilitate regular school attendance. The school-family conference provides both parties with the opportunity to identify, understand and explore all issues contributing to the student's truant behavior. Participation by the student and family is an integral component for this conference. In addition, representatives from relevant and/or involved community-based agencies, community and school services, and school personnel should be invited to participate, as needed. During the school-family conference, a Student Attendance Improvement Plan (SAIP) shall be developed cooperatively with the student and other meeting participants.

Guidelines:

Issues to be addressed at the school-family conference should include but not be limited to:

- Appropriateness of the student's educational environment;
- Possible elements of the school environment that inhibit student success;
- Student's current academic level and needs;
- Social, emotional, physical, mental and behavioral health issues;
- Issues concerning family and home environment and;

Any other issues affecting the student's attendance:

- The participants in the school-family conference should work collaboratively to conduct a holistic assessment to determine the reason(s) the student is exhibiting truant behavior. Every member should have a vested interest in and responsibility for determining an appropriate plan to assist the student to succeed both socially and academically. This school-family conference also provides an opportunity to ensure that both the student and the family clearly understand the legal ramifications of not adhering to the state's compulsory attendance requirements. This methodology promotes full understanding and appreciation of the root causes of truancy as well as the resultant personal and societal impacts when truant behavior is not adequately addressed.

- The primary goal of the school-family conference is the development of a comprehensive SAIP, which is understood by, agreed upon and supported by the student, the parent/guardian, the school representatives and all other conference participants. The SAIP may include but not be limited to the following components as appropriate:
 - Identification and provision of appropriate academic supports by the school and/or community organizations(s);
 - Identification and provision of appropriate social, emotional, physical, mental and behavioral health supports from the school and/or community organization(s);
 - Identification of the school environment issues that affect the student's success and solutions to address these issues;
 - Explanation of the student's strengths and responsibilities related to the SAIP;
 - Explanation of the family's strengths and responsibilities related to the SAIP;
 - Clarification of method(s) used for monitoring the effectiveness of the SAIP;
 - Explanation of the consequences for each stakeholder if the SAIP is not fully implemented;
 - Discussion of the benefits for successfully implementing the SAIP;

- Following up and reporting the outcome of the SAIP.
 - The SAIP substantiates efforts made by the school, the family and other vested third parties to assist the student in addressing and resolving school attendance issues. This comprehensive system of supports and services provides documentation of the “good faith” effort between the school and the student’s family should future action be required (e.g. citation to the magisterial district judge and referral to the county children and youth agency, disciplinary action, expulsion, etc.)

- Directions to complete the Truancy Elimination Plan (SAIP)
 - The SAIP should be completed at the school-family conference. The school administrator should complete the SAIP in collaboration with other conference participants. Participants should include, but are not limited to: student, parent/guardian, other relevant family members, school staff, partner organizations, community-based organizations and other agencies involved with family (e.g. Children and Youth, Juvenile Probation.). To identify and resolve the root causes of truancy, all members should contribute their unique knowledge about the student and his/her environment to group discussion. Only then can meaningful results be achieved.

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Directions

1. **Goal:** Increase (insert student's name) school attendance
2. **Date:** Enter the date when SAIP is being completed
3. **Student Information** (enter the following):
 - a. Name of the student (First M. Last)
 - b. Birth date (mm/dd/yyyy)
 - c. Gender (male/female)
 - d. Grade Level
 - e. Home Address
 - f. Home Phone Number
 - g. Special Needs (include any special needs identified through an IEP, and/or other accommodations not mandated by IEP, tec.)
 - h. Health Concerns (these can be identified by student, parent/guardian, school staff, and others)
4. **School Information** (enter the following):
 - a. Name of School
 - b. School Address
 - c. Phone Number(s)
 - d. Principal's Name
 - e. Referring Teacher's Name
 - f. Email address(es) (can be provided to ensure ongoing communication)
5. **Parent/Guardian Information** (enter the following):
 - a. Name
 - b. Home Address
 - c. Home Phone Number
 - d. Work Address
 - e. Work Phone Number
 - f. Email address(es) (can be provided to ensure ongoing better communication)
6. **Absence** (enter the following):
 - a. Dates of each absence
 - b. Whether or not an excuse was provided
 - c. Reason(s) for each absence
 - d. Action taken by the school on each incident of absence
 - e. Provide meaningful information for future reference, including the name of the person taking the action, the date action was taken and any other relevant information.
7. **Assessment** (enter the following):
 - a. Identify root cause(s) of the truancy. It is crucial (yet sometimes overlooked) to build rapport with the student. This dialogue benefits all involved parts.
 - i. Student: academic, social, physical, mental, behavioral health issues

- ii. Parent/Guardian: home environment, work schedules, unsupervised time for student, special circumstances, etc.
- iii. School: school environment, student's interaction with other adults and with other students, school schedule, etc.

b. Consider possible solutions:

- i. These may include maximizing programs and services available in the school or community to involve the student.
- ii. They could include pairing the student with a mentor (family member, teacher, school staff, community businesses, etc.)
- iii. They may involve coordination of services to student and/or family to address health, social or financial issues.
- iv. They may include activities intended to build self-esteem or confidence (e.g. the student may be asked to tutor elementary school students for some type of credit).

c. Responsible party (enter the following):

- i. Name of the person/agency that will take ownership for each stated solution (will ensure that the action step is completed).
- ii. Contact information for each person/agency listed (to assist in monitoring/follow up).

8. Strengths (enter the following)

- a. Identify the strengths of the student, family and the school to support the goal of increasing attendance for the student.
- b. Relate each strength to the plan's overall goal.
 - i. For example: If the student reads well, a solution could be the student read to younger students. This engages the older student in a meaningful activity, increases confidence, and supports his/her sense of responsibility by reading to a younger student, thereby regular school attendance and academic success of both the older and younger student.
 - ii. If the student has plans for employment or further schooling after high school graduation, then appropriate activities could include:
 - 1. Discussing the ramifications of any future absences and how they could negatively impact those future plans.
 - 2. Pairing the student with a business member in the field that interests the student. This may help the student to understand the relevance of what he/she is learning in school and future endeavors.
 - iii. If the student has a single parent who works in the evening leaving the student unsupervised, an appropriate action step could be to have a neighbor extended family member or other adult either stay with the student or be in contact with the student during the parent's absence.

- iv. If the student values school and the absences occurred three days in a row, then perhaps this was an isolated incident. However, it should be made clear that consequences could include a citation to the magisterial district judge and referral to the county children and youth agency and/or disciplinary action related to future incidents.

9. Consequences for Non-compliance: Outline consequences for the student, parent/guardian, school, and other participants if they do not follow-through with the recommendations of the EP and BEC.

10. Benefits for Compliance: Benefits could include better grades for the student, graduation, higher graduation rates for the school, more involved community members, improved self-esteem, better relationship with parent/s and other adults, etc.

11. Signatures: The student, parent and school official will sign and date the SAIP as verification that all parties understand and agree to all components of the SAIP.

12. Outcome Meeting: With school-family participants present, a follow up meeting will be scheduled. At that time each responsible party listed in the Solutions section will report on the progress of their area of responsibility.

13. Outcome: The group members will list the outcome(s) of the SAIP and outline next steps, if any.

14. Signatures: The student, parent/guardian and school official will again sign and date the SAIP.

- A copy of the SAIP will be retained in the student's file.
- A copy of the SAIP will be provided to the:
 - student
 - parent/guardian
 - appropriate school personnel

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL'S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER SCHOOL.

Adopted on this _____ day of _____, 2012

President

Secretary

Goal: Increase (Student Name)'s school attendance.

Name of Student Date of Birth	Address	Special Needs
Gender	Phone Number	Health Concerns
Grade Level		
Name of School SusQ-Cyber Charter School	Address 240 Market Street Box 1A, Suite 15 Bloomsburg, PA 17815 Phone Number 570-245-0252	Principal's Name Referring Teacher's Name
Name of Parent/Guardian	Home Address Phone Number	Work Address Work Phone Number
School-Family Conference Attendees:		
Student		
Parent		

Date of Absence	Written Excuse Provided? (Y/N)	Reason(s) for Absence	Action Taken (e.g. Parent Letter 1 sent on 04/01/2012, John Doe called parent, Mrs. Smith to discuss)

Assessment

Description	Solution (s)	Responsible Party
1.		
2.		
3.		

Strengths

Description	Relevance to the Plan
1.	
2.	
3.	

Solutions

Description	Responsible Party	Completion Date
1.		
2.		
3.		

Consequences for non-compliance

1.
2.
3.

Benefits for compliance

1.
2.
3.

This SAIP was created collaboratively to assist the student in improving attendance, to enlist the support of parent/guardian and to document the school's attempt to provide resources to promote student success.

Student: _____

Date: _____

Parent or Guardian: _____

Date: _____

School Official: _____

Date: _____

cc: student ___ (initial upon receipt)
parent/guardian ____ (initial upon receipt)
school personnel ____ (initial upon receipt)
other _____ (initial upon receipt)

Date for Follow-up Outcomes Meeting: _____

Follow-up Outcomes Meeting:

Attendees:

Outcomes:

1.
2.
3.

Next Steps:

1.
2.
3.

Student: _____

Date: _____

Parent or Guardian: _____

Date: _____

School Official: _____

Date: _____

In order for agencies outside of the school to assist with this plan, your permission is needed to release the plan to the following:

Please sign below:

Parent or Guardian: _____

Date: _____

Student Policy #251 Homeless Students

Purpose:

The Board of Trustees recognizes its obligation to ensure that homeless students have access to the same educational programs and services provided to other district students.

The Board shall make reasonable efforts to identify homeless children within the SusQ-Cyber Charter School, encourage their enrollment, and eliminate existing barriers to their attendance and education, in compliance with federal and state law and regulations.

Definitions:

Homeless students are defined as individuals lacking a fixed, regular and nighttime residence, which includes the following conditions:

- Sharing the housing of other persons due to loss of housing or economic hardship.
- Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations.
- Living in emergency, transitional or domestic violence shelters.
- Abandoned in hospitals.
- Awaiting foster care placement.
- Living in public or private places not designed for or ordinarily used as regular sleeping accommodations for human beings.
- Living in cars, parks, public spaces, abandoned buildings, substandard housing, transportation stations or similar settings.
- Living as migratory children in conditions described in previous examples.
- Living as run-away children.
- Abandoned or forced out of homes by parents or caretakers.
- Living as school age unwed mothers in houses for unwed mothers if they have no other living accommodations.
- School of origin is defined as the school the student attended when permanently housed or the school in which the student was last enrolled.

Guidelines:

- The Board may waive policies, procedures and administrative regulations that create barriers for enrollment, attendance and success in school of homeless students, based on the recommendation of the CEO.
- The Board designates the CEO or designee to serve as the SusQ-Cyber Charter School's (Charter School) liaison for homeless students and families.
- The Charter School's liaison shall coordinate with:
 1. Local service agencies that provide services to homeless children and youth and families.
 2. Other school districts on issues of records transfer and transportation.
 3. State and local housing agencies responsible for comprehensive housing affordability strategies.
- The Charter School's liaison shall provide public notice of the educational rights of homeless students in schools, family shelters, and soup kitchens.

- Students shall not be discriminated against, segregated nor stigmatized based on their status as homeless.

Enrollment/Placement:

- To the extent feasible, and in accordance with the student's best interest, a homeless student shall continue to be enrolled in his/her school or origin while s/he remains homeless or until the end of the academic year in which s/he obtains permanent housing. Parents/Guardians of a homeless student may request enrollment in the school in the attendance area where the student is actually living or other schools. If a student is unaccompanied by a parent/guardian, the district liaison will consider the views of the student in determining where s/he will be enrolled.
- The selected school shall immediately enroll the student and begin instruction, even if the student is unable to produce records normally required for enrollment pursuant to district policies. However, the district may require a parent/guardian to submit contact information. The cyber school liaison may contact the previous school for oral confirmation of immunizations, and the school shall request records from the previous district, pursuant to Board policy.
- If the Charter School is unable to determine the student's grade level due to missing or incomplete records, the Charter School shall administer tests or utilize appropriate means to determine the student's placement.
- If a dispute arises over school selection or enrollment, the student shall be immediately enrolled in the school in which enrollment is sought, pending resolution of the dispute. The parents/guardians shall be provided with a written explanation of the Charter School's decision, their right to appeal and the procedures to use for the appeal.

Services:

Homeless students shall be provided services comparable to other Cyber School students including, but not limited to programs for students with limited English proficiency; and educational services for which students meet eligibility criteria, such as programs for disadvantaged students and students with disabilities.

Transportation

- The Charter School does not provide transportation for any students because it is a cyber school. Because the Charter School is a cyber school it does not provide transportation services, nutrition programs, vocational programs, technical education and preschool programs.
- If the school of origin is outside district boundaries or homeless students live in another district but will attend their school of origin in this district, the school district and the Charter School shall agree upon a method to apportion the responsibility and costs of the transportation.

Delegation of Responsibility:

The CEO is responsible to be the liaison for the homeless students and to ensure that the homeless student policy is followed.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Local Board Policy # 252
State Testing
Student Cell Phone/Electronic Device Policy

Purpose:

To ensure security while state testing is being administered.

Guidelines:

- All students will be required to turn in any cell phones or electronic devices.
- Items must be turned in at the start of testing.
- Cell phones must be turned in, placed in a plastic bag and marked with the student's name.
- The proctor will hold cell phones and any electronic devices until the testing is concluded for the day.

Delegation of Responsibility:

The testing monitor is responsible to ensure that this procedure is followed to prevent any breach in security.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #253
Concussion Management

- Students of SusQ-Cyber Charter School who participate in interscholastic or other sports activities sponsored by their home school districts are subject to the concussion management policies pertaining to sports activities in those districts.
- The purpose of this policy is to address the needs of SusQ-Cyber Charter School students, relative to the concussion, when they return to school activities.
- A cooperative effort including the school staff, parents, student and health care provider will be followed to provide a smooth transition for the student back into cognitive and physical (physical education) activities.
- Following notification by the student's health care provider to the school, school administrators, counselors, teachers, and the school nurse will be notified of the student's injury. A licensed medical professional must provide diagnosis of the concussion.
- Accommodations, limitations, and restrictions related to the injury should be provided by the student's health care professional. In the absence of clear re-entry instructions being provided to the school by the student's health care provider, the school will contact the physician contracted by SusQ-Cyber Charter School to provide direction if deemed necessary.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #209 Health Examinations

Purpose:

The SusQ-Cyber Charter School (Charter School) is required by the School Code to ensure that the requirements of the Department of Public Health and mandated health regulations are followed.

Guidelines:

- The Board of Trustees shall require that students in the Charter School submit to health examinations. Each student shall receive a comprehensive health examination if one was not completed prior to enrollment. All 11th grade students must have a physical examination.
- A private examination conducted by the family physician and at parent's expense will be accepted in lieu of the school examination if completed within one year of the 11th grade. The school may conduct the examinations if the parent is unwilling to provide.
- For each student transferring to the Charter School the certified school nurse or designee shall request the health records from the transferring district.
- The individual records of health examinations shall be maintained as a confidential record subject to statute and the policies of this charter school.
- A student who presents a statement signed by his/her parent or guardian that a medical examination is contrary to his/her religious belief shall be examined only when the Secretary of Health determines that the student presents a substantial health menace to the health of other persons.
- Where it appears to school health officials or teachers that a child deviates from normal growth and development, or where school examinations reveal conditions requiring health or dental care, the parent or guardian of the child shall be informed of the recommendation to consult a private dentist or physician. The parents shall be required to report to the school the action taken subsequent to such notification. When the parents or guardians inform the school of financial inability to provide an examination, the school shall advise them of availability of public assistance. Where no action is taken, the school may conduct further examinations.
- Parents and guardians of children who are to be examined shall be notified of such examinations. The notice shall include the date and location of the examinations.
- When any parent, guardian, or student refuses to present evidence of the required 11th grade physical examination by their private physician and also refuses to consent or appear for a physical examination by the school physician, it shall be considered a refusal to abide by the PA Department of Health mandated rules and will result in the student being excluded from school for the next school year until the examination is properly recorded. In the case of seniors who have not complied with the 11th grade examination, their graduation may be delayed pending the submission of the record of this required examination.

Delegation of Responsibility:

The CEO shall be delegated with the responsibility to carry out this policy.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #210 Medication Policy

Purpose:

- The SusQ-Cyber Charter School (“Charter School”) recognizes that students who receive prescription medication on a daily basis may have to continue this schedule when present at school.
- For purpose of this policy, medication shall include all medicines prescribed by a physician and over-the-counter medicines.
- Before medications may be administered to or by any student while present at school, the school shall require:
 - Any prescription medication must be accompanied by a written physician order and parent permission specifically stating medication may be administered at school.
 - The physician order should include the purpose of the medication, dosage, time at which or special circumstances under which the administration shall be administered, length of period for which medication is prescribed, and possible side effects of medication.
 - Any over the counter medication must be accompanied by a written request or recorded verbal authorization from the parent/guardian giving permission for such administration and relieving the school and its employees of liability for administration of medications.

Procedures:

- The school nurse or designee will assess the student’s ability to self-administer the medication. The assessment shall include the student’s ability to:
 - a. Respond to and visually recognize his/her name.
 - b. Identify his/her medication
 - c. Measure, pour, and or administer the prescribed dosage.
 - d. Inform school nurse of use of medication.
 - e. Demonstrate a cooperative attitude in all aspects of self-administration.
- The school nurse will document the order, and student’s self-administration of prescribed medication on the student’s individual health record.

Medication Administration for School - The administration of prescribed medication in accordance with the direction of a parent or physician to a student while present at the school will only be permitted when failure to take such medication would jeopardize the health of the student or the student would not be able to attend school if the medication were not made available during school hours.

Guidelines:

- The Charter School will include policy in the handbook so all parents/guardians, students, and staff are informed about policy and procedures governing the administration of medications.

- Prescription medication brought to school must be in the original container dispensed by a pharmacy or a physician. The container label should state the student's name, date, name of medication, dosage, and time to be given and placed in the custody of the school nurse, CEO or CEO's designee for security purposes.
- A request for long-term administration of medication at school must be updated at the beginning of each school year.
- Over-the-counter FDA-approved medication may be administered only at the dosage specified on the label unless a physician's order specifies otherwise.
- Medication to be given while at school must be delivered directly to the school nurse or CEO's designee immediately upon the student's arrival at school. It cannot be stored in desks, lockers or backpacks unless there is written permission for self-administration.
- All medication should be secured in a locked area in the health office.
- A confidential written record is to be kept on each student receiving medication including the date, time, name of medication, dose, route of administration, by whom it was administered and any side effects. This is the responsibility of the school nurse.
- Any medications that must be kept in the student's possession for immediate use (such as inhalers or EpiPens) shall be used in accordance with Policy 210.2.

Delegation of Responsibility:

The CEO shall ensure that students are informed of these guidelines and any additional regulations which may be needed to enforce these guidelines and the parent shall discuss these issues with the school nurse as needed.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #210.1
Medication Policy for Field Trips

Purpose:

The SusQ-Cyber Charter School recognizes that the field trip experience is a valuable asset to the school's curriculum. It is also aware that students who receive prescription medication on a daily basis may have to continue this schedule when away from the school environment.

Guidelines:

- Because a nurse may not be present on a field trip, it may be necessary for the student to self-administer his/her medication during the time away from the school.
- Parents are permitted to accompany their child on field trips if deemed necessary to monitor special health concerns or to administer prescription medication.
- If this is not possible, they must sign a release permitting their child to self-administer the medication.
- Students are permitted to carry properly labeled prescription medication with them on the field trip.

Delegation of Responsibility:

The CEO shall ensure that students are informed of these guidelines and any additional regulations which may be needed to enforce these guidelines and the parent shall discuss these issues with the school nurse.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #210.2 Possession and Use of Asthma Inhaler/EpiPen

Purpose:

- The SusQ-Cyber Charter School (“Charter School”) recognizes the need for emergency medical treatment of students with asthma and severe allergies. Therefore, this policy addresses the issue of students carrying an inhaler and/or EpiPen to self-medicate in an emergency situation.
- The choice is always for medical professionals to administer treatment, however, there is always the circumstance when it may be necessary for the student to self-administer his/her medication during an emergency. In all cases, the school nurse is the best source of direction and support for students in these situations.

Definitions:

- **Asthma inhaler** shall mean a prescribed device used for self-administration of short-acting, metered doses of prescribed medication to prevent or treat an acute asthma attack.
- **EpiPen** shall mean a prescribed device used for self-administration of short-acting, metered doses of medication to treat an acute allergic reaction.
- **Self-administration** shall mean a student’s use of medication in accordance with a prescription or written instructions from a physician, certified registered nurse practitioner or physician assistant.

Guidelines:

A student that desires to possess and self-administer a prescribed asthma inhaler or EpiPen must:

- Provide to the school nurse a physician’s order stating that the student is capable to self-administer the inhaler at school, along with the name of the medication, the dosage, the times when the medication is to be taken and the diagnosis or reason the medicine is needed unless the reason should remain confidential.
- Written permission from guardian/parent that the school complies with the order of the physician. The note shall include a statement relieving the school entity or any school employee of any responsibility for the benefits or consequences of the prescribed medication when it is parent-authorized and acknowledging that the school entity bears no responsibility for ensuring that the medication is taken.
- Asthma inhalers and EpiPens can be sent with a responsible individual, such as a parent/guardian, teacher, or responsible student, on field trips and school activities.
- The student shall be made aware that the asthma inhaler and EpiPen are intended for his/her use only and may not be shared with other students.
- The student shall notify the school nurse or designee immediately following use of an EpiPen.
- Violations of this policy by a student shall result in immediate confiscation of the asthma inhaler and medication or EpiPen and loss of privileges.
- The Charter School reserves the right to require a statement from the physician (MD or DO)/PA-C/CRNP or designee for the continued use of a medication beyond the specified time period. Permission for possession and use of an asthma inhaler or EpiPen by a student shall be effective for the school year for which it is granted and shall be renewed each subsequent school year.

- A student whose parent/guardian completes the written requirements for the student to possess an asthma inhaler or EpiPen and self-administer the prescribed medication in the school setting shall demonstrate to the school nurse the capability for self-administration and responsible behavior in use of the medication.
- To self-administer medication, the student must be able to:
 - Respond to and visually recognize his/her name.
 - Identify his/her medication.
 - Recognize signs and symptoms requiring medication use.
 - Demonstrate the proper technique for self-administering medication.
 - Agree to inform health services if the EpiPen was used at a school event.
 - Demonstrate a responsible and cooperative attitude in all aspects of self-administration.
- The CEO or designee, in conjunction with the school nurse, shall develop procedures for student possession of asthma inhalers and EpiPens and self-administration of prescribed medication.
- The Charter School shall annually inform staff, students and parents/guardians about the policy and procedures governing student possession and use of asthma inhalers and EpiPens.

Delegation of Responsibility:

The CEO shall ensure that students are informed of these guidelines and any additional regulations, which may be needed to enforce these guidelines, and the parent shall discuss these issues with the school nurse.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #227 Drug and Alcohol Policy

Purpose:

Use of drugs and alcohol by school students is illegal and counter to the proper operation of an educational program. Schools have a duty to enforce regulations controlling the use and abuse of alcohol and drugs by students.

Guidelines:

- A SusQ-Cyber Charter School (“Charter School”) student who while on school grounds, during a school session, or anywhere at a school-sponsored activity, is under the influence of alcohol, drugs, or mood altering substances or possesses, uses, dispenses, sells, or aids in the procurement of alcohol, narcotics, restricted drugs, mood altering substances, or any substance purported to be a restricted or over-the-counter drug, shall be subject to discipline pursuant to the provisions and procedures outlined in the Charter School’s Discipline Code.
- Possession shall include holding for others and does not constitute a defense.
- The CEO shall implement positive efforts to counter the drug and alcohol culture and to organize anti-drug curriculum offerings.
- The Board of Trustees reserves the right to use any extraordinary measures deemed necessary to control substance abuse even if the same is not provided for specifically in any rule or regulation enumerated herein.

Delegation of Responsibility:

This policy will be implemented through the cooperative efforts of the Board of Trustees, the CEO, students, parents and community agencies of the Charter School. The CEO will ensure this policy is enforced.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy 246 **Student Wellness**

Purpose:

The SusQ-Cyber Charter School (“Charter School”) is committed to preparing students to make healthy nutritional and physical activity choices every day in their communities, homes and schools. Therefore, the Charter School’s Board of Trustees has adopted this Wellness Program.

Guidelines:

- Students, parents, teachers, health professionals, and community members will jointly implement, monitor, and review the Charter School’s nutrition and physical activity policy.
- All students will receive opportunities and encouragement to stay physically active on a regular basis.
- The Charter School’s program will provide all 9-12 students a physical education program and nutrition education opportunities during the school day and through courses and activities, as well as other opportunities for developmentally appropriate activities aimed at fostering lifelong habits for health.
- Food and beverages sold or served at school will contribute to a healthy lifestyle.
- The goals of the student wellness policy shall be considered in planning all school-based activities.

Implementation:

- A School Health Council shall be established and will meet quarterly for the purpose of implementing, monitoring and, as necessary, revising this school wellness policy and related guidelines.
- The council will be comprised of at least one (1) each -Administrator, teacher, school nurse, parent, student.
- Committee members will serve a two-year term.
- Foods & Beverages available on Campus are not a problem since the Charter School does not have a food service program nor do students have access to foods offered at school through vending machines, school store sales, fundraisers, booster club sales, classroom parties, or holiday celebrations. The only food and beverage available or provided to students are the refreshments offered for State Assessment Testing that consists of juice and water.
- Faculty members are encouraged to set the example for students. Students are not likely to believe that nutrition policies are beneficial if they see faculty consuming foods and beverages that do not align with the wellness policy.

Nutrition Education:

- The goal of nutrition education is to teach, encourage and support healthy eating habits by students.
- Promoting student health and nutrition enhances readiness for learning and increases potential for achievement.
- The nutrition curricula shall be age appropriate and behavior focused. All students will be encouraged to take the Foods and Nutrition Course.

- The nutrition curricula will be included in the 11th grade health curriculum in accordance with State Board of Education curriculum regulations and the academic standards for Health, Safety and Physical Education and Family and Consumer Sciences.

Physical Education:

- Comprehensive 9-12 grade physical education courses shall be provided through which all students learn, practice and are assessed on the developmentally appropriate skills and knowledge that are needed to sustain lifelong, health-enhancing physical activity.
- Certified health and physical education teachers will teach all physical education courses.
- The physical education curricula will be a required comprehensive program in accordance with State Board of Education curriculum regulations and the academic standards for Health, Safety and Physical Education.

Physical Activity:

In addition to the required physical education courses, students will be encouraged to take part in other physical activities.

Delegation of Responsibility:

The Chief Executive Officer or designee shall monitor the Charter School's programs, and curricula to ensure compliance with this policy, related policies and to establish guidelines or administrative regulations to implement this policy. The CEO or designee shall report to the Board on the Charter School's compliance with laws and policies related to student wellness.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Employee Policy # 305 Employee Records

Purpose:

The proper maintenance of records is crucial to the successful operation of a school.

Guidelines:

- Records regarding employees are maintained in the personnel files of the SusQ-Cyber Charter School (“Charter School”). The files are kept in a locking file cabinet. Included in the files are:
 - Applications
 - References
 - Act 34, 114 and 151 Clearances
 - Certificates
 - Evaluations
 - Attendance records and requests
 - Discipline records
 - Act 48 Records and Tuition Reimbursement Requests
 - Payroll records are maintained in the business office

- Directory Information is used to identify staff and is general public information such as name, address, telephone number, date and place of birth, sex, dates of employment, educational degrees, past employment, awards, and salary.
- Disclosure to Third Parties An employee must provide signed and dated written consent before the Charter school may disclose personally identifiable information from the staff member’s file. Exceptions to the prior consent rule are set forth at 34 CFR 99.31 and should be consulted each time a disclosure question arises. Directory information will be exchanged between districts and may be released as requested by the media etc. Staff will be informed that release of directory information is possible.
- Access to Records Access to identifiable confidential employee records will be restricted to the staff, which needs access to such records in order to perform employment services for the school.
- Employee Access The Charter School shall permit employees to inspect and review any employment records that are collected, maintained, or used by the charter school. The charter school will comply with a request without unnecessary delay and in no case more than 5 days after the request has been made.
- Amendments Employees may request that records they believe to be incorrect or inaccurate be amended. The CEO shall decide if the record should be amended and will inform the employee. The employee may request a Board hearing if the CEO decides the amendment is not warranted. If the Board hearing determines the record should be amended, the record will be amended. If the Board hearing determines the record should not be amended the employee shall have the right to attach a statement, which will be maintained along with the record and disclosed with the record.
- Medical Records Employee medical records shall be kept in a file separate from the employee’s personnel file.

Delegation of Responsibility:

The CEO is responsible to ensure that the employee records are properly maintained.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

**Employee Policy #314
Physical Examination / TB Tests**

Purpose:

In order to certify the fitness of employees to discharge efficiently the duties they will be performing, and to protect the health of students and staff from transmission of communicable diseases, physical examination of all employees will be required prior to beginning employment.

Definition:

A physical examination shall mean a general examination conducted by a licensed physician.

Guidelines:

- After receiving an offer of employment but prior to beginning employment, all candidates shall undergo a medical examination, as required by law.
- The Board requires that all employees undergo a tuberculosis examination upon initial employment, in accordance with regulations of the Pennsylvania Department of Health.
- The Board shall accept an affidavit in lieu of an examination where circumstances warrant such action.
- Any employees who were employed prior to implementation of this policy must have an employment physical completed and placed in their files.

Delegation of Responsibility:

- The results of all required medical examinations shall be made known to the CEO on a confidential basis and discussed with the employee.
- Medical records shall be kept in a file separate from the employee's personnel file.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Operations Policy #915 Acceptable Usage Policy

Background:

Users will have access to school systems only after agreeing to the Acceptable Usage Policy. This policy covers school provided computers, internet access, networks and any other devices that are provided for use by the school such as printers, mobile devices, calculators or fitness devices. Violation of this agreement may lead to disciplinary action.

Purpose:

The goal of the SCCS, in providing school system access to staff and students, is to promote educational excellence in the school by facilitating resource sharing, innovation, creativity and communication. With this access comes the responsibility on behalf of the user to abide by the Acceptable Usage Policy and maintain a level of conduct as expected in an educational environment. The pitfalls associated with using technology in the educational setting can be successfully avoided when all end users adhere to strict guidelines. It is the charter school's intent to provide access to these resources in a safe and secure manner consistent with its educational goals. This policy serves to address these responsibilities and guidelines.

Definitions:

SCCS Network: All necessary components that affect the network's operation, including but not limited to computers, copper and fiber cabling, wireless communications and links, equipment closets and enclosures, network electronics, telephone lines, printers and other peripherals, storage media, and other computers and/or networks to which the SCCS network may be connected, such as the Internet or those of other institutions.

- E-mail: Electronic mail. Mail composed and transmitted on a computer system or network.
- Hardware: The physical components of a computer system-the computer, plotters, printers, terminals, digitizers, keyboards, mice, and so on.
- Internet (Web): A network of servers linked together by a common protocol, allowing access to millions of hypertext resources. It is also known as www., W3, and the World Wide Web.
- Software: Written coded commands that tell a computer what tasks to perform. For example, Word, PhotoShop, Excel, and Access are all software programs.

Users: Any one person who may have access to the SCCS network. This may include, but is not limited to administrators, guests, school board members, students, support staff, and teachers.

The System Administrator is an individual charged with the responsibility of supervising computing resources through which Internet access may be gained.

Internet Acceptable Usage Terms and Conditions:

- The purpose of accessing the SCCS Network and/or the Internet is to support education by providing access to unique resources and the opportunity for collaborative work. The use of an account must be in support of education, academic research, and consistent with the educational objectives of the school. Use of other organizations' networks or computing resources, must comply with the rules appropriate for that network and is the responsibility of the user using that network or computer resource. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to: copyrighted, threatening, obscene, or pornographic material, or material protected by trade secret or property law.
- Use for product advertisement, for-profit purposes or political lobbying is generally not consistent with the purposes, goals, and ideals of the school. Illegal activities are strictly prohibited. Hate mail, harassment, discriminatory remarks, and other antisocial communications on the SCCS Network or Internet are prohibited.
- The use of the SCCS Network and/or Internet is a privilege, and inappropriate use can result in the cancellation of those privileges. Based upon the acceptable use guidelines outlined in this policy, the System Administrator(s) will deem what is inappropriate use of the SCCS Network and/or Internet Access and may take appropriate action. The System Administrator(s) and the CEO may suspend or close an account at any time as required. They must notify the user and, if appropriate, the parent/guardian in writing within two weeks of the reason for suspension or termination of an account. The administration, faculty, and staff of the school may also request the System Administrator(s) to deny, revoke, or suspend specific user accounts. Students and employees whose accounts are denied, suspended or revoked may appeal that decision through existing school policies and procedures.

Hardware and Software:

Users are expected to abide by the rules of the "Software and Hardware" section of this policy.

- SCCS computers are configured and maintained for educational and administrative purposes only and should not be viewed as the personal equipment of the user; therefore, the right is reserved to restrict configuration and installation of software and hardware on all school computers.
- Any software installed on SCCS computers must be licensed in accordance with the law. A separate license must be purchased for each computer upon which the software is installed. A copy of all licenses must be forwarded to technology department staff before installation.
- Users may not make unauthorized copies of copyrighted software.
- Users may not install any unauthorized games, programs, files, or other electronic media on school computers.
- Users may not move or remove equipment or install/configure hardware or software without authorization by technology department staff.
- Users may not physically damage or destroy hardware, alter or destroy data of another user, harm or destroy data on the network and/or the Internet by the introduction of worms or viruses, or any other networks that are connected to the SCCS network structure. Vandalism, including theft of computer components, will result in monetary damages paid by the perpetrator, as well as disciplinary action according to school policy.

Email:

- SCCS e-mail is to be used for educational purposes or school-related business.
- SCCS e-mail is not to be used for personal advertisement or business, or to forward chain letters or other mass mailings that are not school related.
- Users may not repost a message that was sent to them privately without the permission of the person who sent them the message.
- Excess e-mail or files taking up an inordinate amount of fileserver disk space may be removed by system administrators, after a reasonable time and after notification to the user.
- Users may not post private information about another person.
- Network users have no privacy expectation in their e-mail messages. The school may intercept or access stored communication at any time for any reason.
- Users may not use vulgar, abusive, profane or other offensive language in SCCS e-mail.
- Users may not discuss illegal activities on SCCS e-mail.

Password Policy:

- User passwords must be changed at a minimum of once every 90 days
- Passwords must consist of at least 8 characters with a combination of letters, numbers and special characters.
- Passwords must consist of at least one capital letter, one lower case letter, and one number.
- Passwords must not be shared with any other user. Student passwords are kept on record and are issued annually.
- In the event that a password may have been compromised, contact technology services so that a new password can be issued.
- When changing passwords, users are unable to utilize any of the 5 previously used passwords for that account.

Rights:

- The SusQ-Cyber Charter School reserves the right to log SCCS Network and Internet use, and to monitor fileserver space utilization by users, while respecting the privacy right of both school users and other outside users. The school reserves the right to remove a user account from the network to prevent further unauthorized or illegal activities. Authorized staff members are permitted to view student home directories that are stored on the SCCS network.
- All data on the SusQ-Cyber Charter School's servers, PCs, laptops, or network is considered property of the SusQ-Cyber Charter School and can be accessed at any time necessary by the system administrator(s) and CEO.

Etiquette:

- The user is expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:
- Be polite. Do not write or send abusive or offensive messages to others, including hate mail or antisocial communications.
- Use appropriate language. Do not swear, use vulgarities, or inappropriate language.
- Do not reveal your personal address or phone number or those of student colleagues, teachers, and staff.
- Note that electronic mail (e-mail) is guaranteed to not be private. People who operate the system do have access to all mail. Messages relating to, or in support of illegal activities, will be reported to the appropriate authorities. Users and their access may be monitored at any time. Prior consent of the user need not be obtained for such monitoring.
- Do not use the SCCS Network and/or Internet in such a way that you would disrupt the use of the network by other users.
- All communications and information accessible via the SCCS Network and/or Internet should not be assumed to be private property.

Disclaimer:

- The SusQ-Cyber Charter School makes no warranties of any kind, whether expressed or implied for the service it is providing. The school will not be responsible for any damages that a user may suffer. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or user errors or omissions. Use of any information obtained via the SCCS Network and/or Internet is at the user's own risk. The school specifically denies any responsibility for accuracy or quality of information obtained through its services.
- All terms and conditions as stated in this document are applicable to the SCCS Network and Internet Accesses provided by the Cyber School. These terms and conditions shall be governed and interpreted in accordance with all Pennsylvania and federal laws and regulations, as well as all CIPA requirements.

Security:

- Security on any computer system is a high priority, especially when the system involves many users. If a user feels that he/she can identify a security problem through either the SCCS Network and/or Internet Access, the user must notify a System Administrator(s) or the CEO immediately. Do not demonstrate the problem to others. Do not use another individual's account without written permission from that individual. Do not give your password to any other individual. Attempts to log in to the system as any user other than yourself may result in cancellation of user privileges. Attempts to login to either the Network and/or Internet as a System Administrator will result in immediate cancellation of the user's privileges. Any user identified as a security risk, or having a history of problems with other computer systems will be denied access to the SCCS Network and/or Internet.

- Use of an Internet proxy is a violation of the security policy as it is a direct attempt to circumvent Internet filters. Any student or staff member that is found using any method of circumvention will be contacted and recommended for disciplinary action. Access to network resources and the Internet can be limited so access will be restricted to only vital websites and systems.

Vandalism:

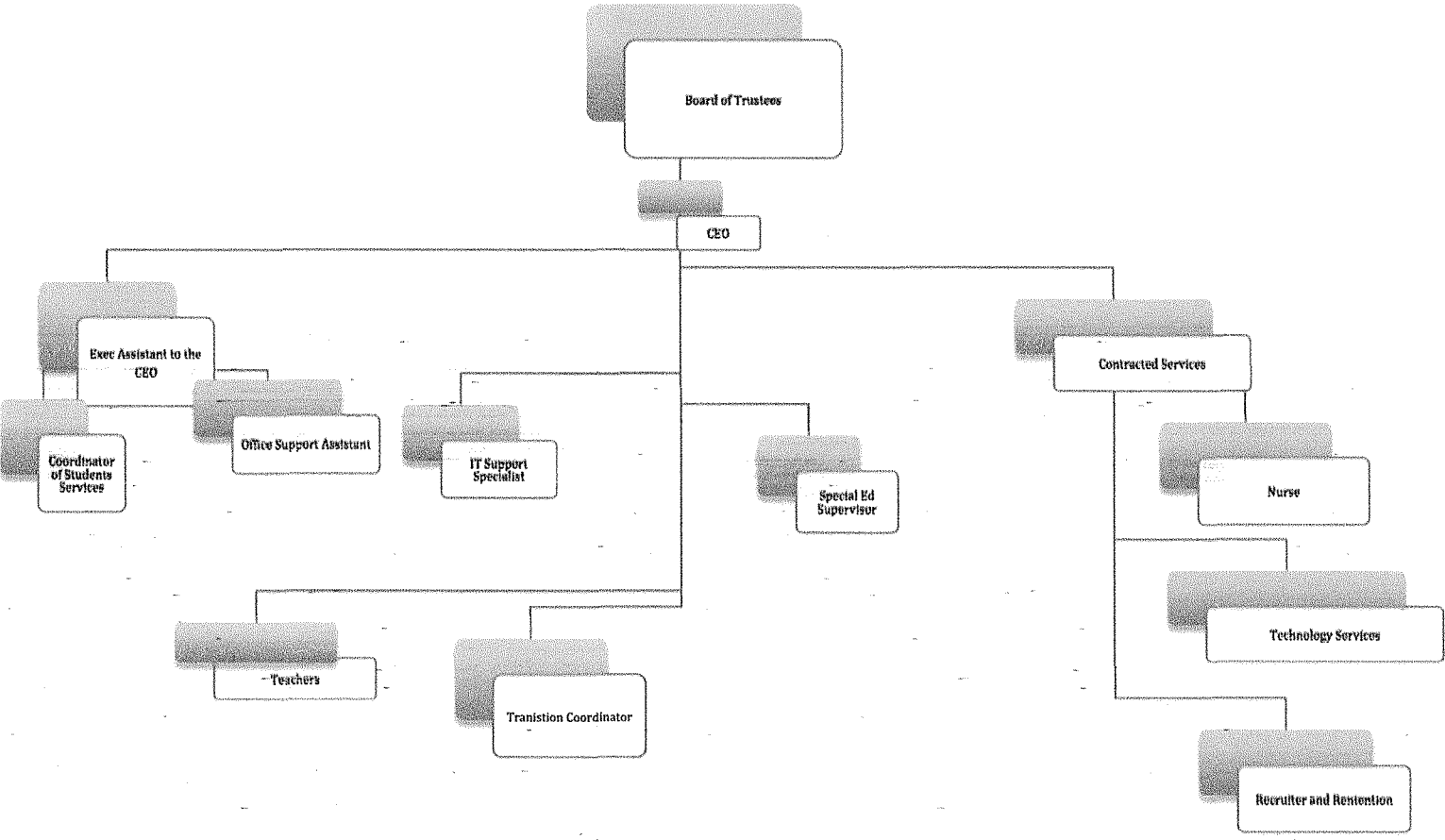
- Vandalism will result in cancellation of privileges. Vandalism is defined as, but not limited to, the following: any attempt to alter or destroy data of another user; any attempt to harm or destroy data on the Network and/or Internet, or any other networks that are connected to the SCCS Network structure. This includes, but is not limited to, the uploading or creation of computer viruses, or the intentional misuse or vandalism of software or hardware.

Vendor Access:

- As Software as a Service or "SaaS" becomes increasingly popular, additional precautions need to be enforced due to the nature of the information stored on offsite systems. Vendors with access to personal information for SusQ-Cyber Charter School's students and staff must maintain documentation regarding the reason for access, the date and time and the school user that has authorized access. Vendor access to the information stored on remote servers must be granted based on a request for service by an authorized party.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

SusQ-Cyber Charter School Organizational Chart



STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

Paula Ream being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said Town, County and State since that day and on the attached notice October 4, 2018 that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

Public Notices

MEETING NOTICE

SusQ-Cyber
Charter School
2018-2019

Board of Trustees Meetings
The SusQ-Cyber Charter School Board of Trustees will hold its regularly scheduled board meetings at the Bloomsburg Regional Technology Center, 240 Market St., Bloomsburg, PA, in Conference Room 111 on the first floor or via teleconference. All meetings are scheduled to begin at 7:00 pm. In the event the date or time changes notification will be sent and posted on our website. All meetings are open to the public.

- October 23, 2018
- November 27, 2018
- December 18, 2018
- January 22, 2019
- February 26, 2019
- March 26, 2019
- April 23, 2019
- May 28, 2019
- June 25, 2019
- July 23, 2019 - (No meeting, unless needed)
- August 27, 2019
- September 17, 2019 - (Reorganization Meeting)
- Graduation May 31, 2019

And
pub
fee

described to before me this 4th day of October 2018.

Karen M. Beach
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Karen M. Beach, Notary Public
Columbia County
My commission expires May 13, 2022
Commission number 1283596
Member, Pennsylvania Association of Notaries

....., 20....., I hereby certify that the advertising and amounting to \$.....for publishing the foregoing notice, and the fee have been paid in full.

Local Board Policy #005 Membership on the Board

Purpose:

Membership on the SusQ-Cyber Charter School Board of Trustees is established by the By-Laws adopted by the Board of Trustees.

Guidelines:

- The By-Laws call for 9 Board members to be elected, three each year for three-year terms.
- Board members are elected by the participating membership of the Cyber Charter School.
- The membership is informed of the vacancies and is encouraged to stand for election.
- Existing board members who are up for re-election have the option to run again for office.
- If there is only one candidate for each vacancy then the secretary is directed to cast a unanimous ballot for the person who has chosen to run.
- The By-Laws spell out in detail how board members may resign or be removed from office.

Delegation of Responsibility:

The CEO has the responsibility to inform the Board of Trustees of the election process and advertise vacancies.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Local Board Policy #007 By-Laws

Purpose:

The Bylaws of the SusQ-Cyber Charter School vest the Board of Trustees with the power to operate the Charter School by virtue of its charter and the By-Laws adopted by the Board of Trustees.

Guidelines:

- The SusQ-Cyber Charter School Bylaws outline how the power of the Board of Trustees is to be applied and what authority the Board of Trustees can utilize to carry out the operation of the Charter School.
- Duties and responsibilities of Officers are delineated and procedures for continuation of operation are defined.
- The By-Laws Manual as approved and revised by the Board of Trustees is attached after this Policy.

Delegation of Responsibility:

The CEO has the responsibility to assure the School Board that operations conform to the charter, the By-laws, and the policies of the Charter School.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

*A copy of the Bylaws is attached to this policy.

3.2 Vice-President: The Trustees shall elect a Vice-President of the Board of Trustees. The Vice-President shall hold office until the next annual meeting of the Board of Trustees or special meeting held in lieu thereof, and thereafter until their respective successors are chosen unless a shorter term is specified in the vote electing or appointing them.

3.2.1 The Vice-President may not serve in such capacity for more than two consecutive one-year terms; provided, however, that the Vice-President may serve additional, non-consecutive terms. The fact that an individual is serving as Vice-President shall not create any presumption that such individual shall be nominated for either such position in any subsequent year.

3.2.2 In the absence of the President at any meetings of the Board, the Vice President shall exercise the rights and perform the function of the President. In the absence of both the President and Vice-President, a President Pro Tempore shall be selected from the members present with a majority vote to conduct the meeting.

3.3 Treasurer: The Cyber School shall have a designated Treasurer whose responsibility is to ensure the proper operation of the business functions of the Cyber School. An Assistant Treasurer may be appointed by the Board of Trustees from its membership to assist the Board in the absence of the Treasurer and to serve as an additional signatory for checks in the absence of the Treasurer or other officers.

3.3.1 The Board of Trustees upon the recommendation of the Treasurer shall authorize the procedures to be used by the Business Administrator for the daily receipt and depositing of all funds including local, state, and federal funds, and privately donated funds.

3.3.2 The Business Administrator shall only make deposits to Board approved depositories. Through this authorization the Business Administrator shall make payments out of the general fund on proper orders approved by the Board of Trustees with all payments being signed by any two of the Board Treasurer, Assistant Board Treasurer, Board Secretary, and the Board President.

3.3.3 The Board authorization also permits the Treasurer or Assistant Treasurer to approve the pay out of funds without the prior approval of the Board for the payment of amounts owing under any contracts or accounts that shall have previously been approved by the Board and by which prompt payment the Cyber School shall receive a discount or other advantage. Such payments will be duly noted on the Treasurer's monthly Bills Payable and Financial reports for the Board.

3.3.4 The Treasurer shall ensure the proper maintenance of the Cyber School's books of account and accounting records, and of its accounting procedures.

SusQ-Cyber Charter School Bylaws

Section 1 General Provisions

1.1 Name and Purpose: The name of the Cyber Charter School is the SusQ-Cyber Charter School, hereinafter referred to as Cyber School or by its full name SusQ-Cyber Charter School. The purposes of the Cyber Charter School are set forth in the vision and mission statement attached to these Bylaws.

1.2 Location: The administrative office of the SusQ-Cyber Charter School shall be 240 Market Street, Suite 15, Bloomsburg, PA 17815, and at such other places within the Commonwealth of Pennsylvania as the Board of Trustees may, from time to time, determine or as the business of the Cyber School may require.

1.3 Mailing Address: The mailing address of the administrative office of the SusQ-Cyber Charter School shall be 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA 17815. The mailing address of the Business Office of the SusQ-Cyber Charter School shall be 90 Lawton Lane, Milton, PA 17847.

1.4 Corporate Seal: The Trustees may adopt and alter the seal of the SusQ-Cyber Charter School.

1.5 Fiscal Year: The fiscal year of the Cyber School shall, unless otherwise decided by the Trustees, end on June 30 in each year.

Section 2 Board of Trustees

2.1 Powers: A Board of Trustees shall manage the affairs of the Cyber School and shall have and may exercise all the powers of the Cyber School, except as otherwise provided by law, by the Charter or by the By-Laws.

2.2 Number: The Board of Trustees shall consist of nine (9) members. Under the renewed charter the Board shall be comprised of those currently serving Board Members.

2.3 Eligibility: All Board Members shall be members-at-large who represent the community, business and /or industry. No current school board member of any school district or Intermediate Unit Board may serve on the SusQ-Cyber Charter School Board of Trustees.

2.4 Tenure: The regular term for all Board members shall be three years serving staggered terms. The rotation of the three members to be elected each year was determined by the drawing of lots in 2003.

2.5 Expiration of Term and Vacancies: At the expiration of their term, members may chose to be nominated for an additional term or may be replaced by anyone who wishes to place his or her name in nomination. The Chief Executive Officer of the Board shall advertise the vacancies on the board to the parents of the currently enrolled students. No quotas will be enforced on membership of the Board of Trustees.

2.6 Nomination and Election: Except as provided below, a member whose term is expiring may run for re-election at any time. Nominations shall be solicited and collected by the Chief Executive Officer not sooner than forty-five (45) days nor later than thirty (30) days prior to any election and compiled to form ballots which will be mailed to all parents/guardians of Cyber School students. In the event that there is only one nominee for each of the three vacant board positions then in place of a ballot being sent to every member of the Cyber School, the Board President shall direct the Board Secretary to cast a unanimous ballot for the existing nominees.

2.7 Resignation: Any Trustee may resign by delivering a written resignation to the President of the Board. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time. To facilitate selection of a replacement Trustee, the Cyber School formally encourages Trustees intending to resign to provide notice of the Trustee's intent in order to provide ample time to recruit and elect a replacement. The remaining members of the Board shall elect a replacement Board Member to fill the vacancy who shall serve until the expiration of the term of the departed Trustee. At the expiration of the term the replacement Trustee shall stand for election as a regular member of the Board.

2.8 Removal: At a regular or special meeting at which a quorum is present, any Trustee may be removed from office for cause by an affirmative vote of a majority of the Trustees then in office. A Trustee may be removed for cause only after reasonable notice and an opportunity to be heard by the Board of Trustees.

2.9 Regular Meetings: Regular meetings of the Board of Trustees may be held without call or notice at such places and times as the Trustees may from time to time determine; provided, however, that any Trustee who is absent when such determination is made shall be given notice as provided in Section 2.12 of these By-Laws. The Board of Trustees shall meet monthly according to the schedule established and publicized at the annual reorganization meeting unless the meeting is canceled due to a weather emergency or lack of a quorum and is rescheduled by Board action or the call of the President. All meetings of the Trustees shall be conducted in accordance with the Act of July 3, 1986 (P.L. 388, No. 84), known as the Sunshine Act.

2.10 Special Meetings: Special meetings of the Trustees may be held at any time and place when called by the President of the Board or by two or more of the Trustees. Notice of any special meeting shall be given as provided in Section 2.12 and the previously mentioned "Sunshine Act".

2.11 Annual Reorganization Meeting: The Trustees shall hold an annual reorganization meeting during the month of September each year. Notice of the annual reorganization meeting shall be given as provided in Section 2.12 of these By Laws.

2.12 Notice of Meetings: Public notice of all such meetings shall be given as required by law.

2.12.1 Regular Meetings: No call or notice shall be required for regular meetings of Trustees, provided that reasonable notice: of the first regular meeting

following the determination by the Trustees of the times and places for regular meetings shall be given to absent members; specifying the purposes of regular meeting shall be given to each Trustee if either contract or transaction of the Cyber School with interested persons or amendments to these By-Laws are to be considered at the meeting; and shall be given as otherwise required by law or these By-Laws.

2.12.2 Annual Reorganization Meeting: Notice of the annual reorganization meeting setting forth date, time, and place shall be emailed to all Trustees at the Trustee's last known address not less than seven (7) days prior to the date of the annual meeting. A statement in the minutes of the preceding board meeting announcing the annual reorganization meeting shall suffice for the notice required by this paragraph. New officers shall begin their terms of office at the conclusion of the reorganizational agenda item.

2.12.2.1 Reorganization Meeting Agenda: Meeting is called to order by sitting President. The President turns the gavel over to the CEO temporarily. The CEO assumes the chair

- Item 1. CEO opens the floor to nominations for President
 - a. Trustees make nominations
 - b. CEO entertains hearing no further nominations closes nominations without objection
 - c. Roll call vote
 - d. CEO turns gavel over to newly elected president

- Item 2. President opens the floor to nominations for Vice-President
 - a. Trustees make nominations
 - b. President entertains hearing no further nominations closes nominations without objection
 - c. Roll call vote

- Item 3. President opens the floor to nominations for Treasurer
 - a. Trustees make nominations
 - b. President entertains hearing no further nominations closes nominations without objection
 - c. Roll call vote

- Item 4. President opens the floor for nominations for Assistant Treasurer
 - a. Trustees make nominations
 - b. President entertains hearing no further nominations closes nominations without objection
 - c. Roll call vote

- Item 5. President opens the floor for nominations for Secretary
 - a. Trustees make nominations

- b. President entertains hearing no further nominations closes nominations without objection
- c. Roll call vote

2.12.3 Special Meetings: Reasonable notice of the time and place of special meetings of the Trustees shall be given to each Trustee. Such notice shall specify the purposes of the meeting.

2.12.4 Reasonable and Sufficient Notice: Except as otherwise expressly provided, it shall be reasonable and sufficient notice to a Trustee to send notice at least forty-eight (48) hours (excluding weekends, and national and school holidays) in advance of the meeting in person or by telephone, telegram, confirmed facsimile transmission or confirmed electronic mail sent to such Trustee's address, or postmarked at least seventy-two (72) hours in advance by mail addressed to such address.

2.12.5 Waiver of Notice: Notice of a meeting need not be given to any Trustee who signs a waiver of notice, a written consent to the holding of the meeting, an approval of the minutes of the meeting, whether before or after the meeting, or who attends the meeting without protesting the lack of notice prior thereto or at its commencement. All such waivers, consents and approvals shall be filed with the Cyber School records or made a part of the minutes of the meetings.

2.12.6 Meetings by Means of Interactive Video Conferencing or Conference Phone: One or more Trustees may participate in a meeting by means of interactive video conferencing or conference phone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

2.12.7 Executive Sessions

2.12.7.1 Executive sessions closed to the public may be called for by motion during a regular meeting or by the president outside of regular meetings for the specific reasons delineated in the "Sunshine Law".

2.12.7.2 Executive sessions will be strictly limited to only those issues, which may be legally discussed in private.

2.12.7.3 Executive sessions may only be attended by the Trustees and any other personnel deemed specifically necessary by the Board.

2.12.7.4 Motions for executive sessions made during a regular/special meeting must include the general reason for the meeting and should be kept as short as practical to minimize the interruption to the meeting in progress.

2.12.7.5 Executive sessions held outside of regular/special meeting and their purposes must be announced at the next public meeting of the Board of Trustees and entered into the minutes.

2.13 Action at Meetings: A majority of the Trustees then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

2.14 Compensation and Conflict of Interest: No Board member shall, as a private person, engage in any business transaction with the Cyber School, be employed in any capacity by the Cyber School, or receive any compensation for services rendered to the Cyber School.

2.14.1 Conflict of Interest: Whenever a Trustee believes he/she may have a conflict of interest, such conflict shall be disclosed to all Trustees then present in a meeting where decisions may be made which could give rise to the conflict of interest. Should a majority of the Trustees agree that a conflict might exist, the Trustee so affected shall refrain from any discussion and will not be permitted to vote on the issue-giving rise to the conflict. For the purpose of determining whether a quorum exists, the affected Trustee shall be deemed absent from the meeting.

2.14.2 Reimbursement of Expenses: The Board of Trustees may establish a policy to permit reimbursement of expenses incurred by a Trustee in the discharge of his duties provided that such reimbursements are properly supported.

2.15 No Personal Liability: The Trustees and officers of the Cyber School shall not be personally liable for any debt, liability or obligation of the Cyber School. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against the Cyber School, may look only to the funds and property of the School for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Cyber School.

2.16 Roles and Responsibilities: The Board of Trustees will carry out the duties required by the charter school legislation. A majority vote of the Trustees then in office shall constitute an affirmative vote on a motion. An affirmative vote of a majority of the members of the Board of trustees of the Cyber School, duly recorded showing how each member voted shall be used in order to take action on the following subjects:

2.16.1 Adopting a school calendar that must include 990 hours or 180 days of instruction for secondary students [grades 7-12] and 900 hours or 180 days for elementary students [grades 1-6]. School cannot be kept open for students or staff on Sundays, Fourth of July, Memorial Day, or Christmas.

2.16.2 Adopting textbooks

2.16.3 Appointing or dismissing charter school administrators

2.16.4 Adopting the annual budget

3.3.5 The CEO and the Business Administrator shall file the Annual Budget, the Annual Financial Reports and all other reports required by the Pennsylvania Department of Education and the State of Pennsylvania and to obtain the required officer's signatures for such reports.

3.4 Secretary: The Secretary shall supervise the recording and maintain records of all proceedings of the members and Trustees in a book or series of books kept for that purpose, which book or books shall be kept at the Administrative office of the Cyber School or at the office of its Secretary and shall be open at all reasonable times to the inspections of any member. Such book or books shall also contain records of all meetings of incorporators and the original, or attested copies, of the By-Laws and names of all members and Trustees and the address of each.

3.4.1 If the Secretary is absent from any meeting of the Board of Trustees, the Assistant Secretary shall exercise the duties of the Secretary for that meeting. In the absence of both the Secretary and Assistant Secretary, a substitute shall be selected.

3.5 Suspension or Removal: An officer may be suspended or removed for cause by vote of a majority of trustees then in office at any special meeting called for such purpose or at any regular meeting.

3.5.1 An officer may be removed with cause only after reasonable notice and opportunity to be heard.

3.6 Resignation: An officer may resign by delivering his or her written resignation to the President, Treasurer or Secretary of the Cyber School, at a meeting of the Board of Trustees, or to the Cyber School at its administrative office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

3.7 Vacancies: If the office of any officer becomes vacant, the Trustees shall elect a successor.

3.7.1 Each such successor shall hold office for the remainder of the unexpired term.

3.8 Committees: The President may elect or appoint such committees (which may include individuals who are not Trustees of the Cyber School) as they may from time to time determine necessary or advisable, and may delegate, to the extent permitted by law or these By-Laws, such powers and duties thereto as they may deem advisable;

3.8.1 President is ex officio member of all committees

3.8.2 Provided, however, that all committees to which the powers of the Trustees are delegated shall consist of a majority of Trustees and provided, however, that all committees shall have a designated Trustee as liaison between the committee

- 2.16.5 Purchasing or selling land
- 2.16.6 Locating new buildings or changing the location of old ones
- 2.16.7 Creating or increasing any indebtedness
- 2.16.8 Adopting courses of study
- 2.16.9 Designating depositories for school funds
- 2.16.10 Entering into contracts of any kind where the amount involved exceeds \$200
- 2.16.11 Fixing salaries or compensation of administrators, teachers, or other employees of the charter school
- 2.16.12 Entering into contracts with and making appropriations to an intermediate unit, school district or Area Vocational Technical School for the charter's proportionate share of the cost of service provided or to be provided by the foregoing entities.
- 2.16.13 All other actions prescribed by the school code of 1949 as amended and PA Department of Education regulations that apply.

Section 3 Officers and Agents

3.1 President: The Trustees shall elect a President of the Board of Trustees. The President shall hold office until the next annual meeting of the Board of Trustees or special meeting held in lieu thereof, and thereafter until their respective successors are chosen unless a shorter term is specified in the vote electing or appointing them.

3.1.1 The President may not serve in such capacity for more than two consecutive one-year terms; provided, however, that the President may serve additional, non-consecutive terms. The fact that an individual is serving as President shall not create any presumption that such individual shall be nominated for either such position in any subsequent year.

3.1.2 The President shall establish the agenda for all meetings of the Board of Trustees in consultation with the Chief Executive Officer and, as appropriate in the discretion of the President, with other Trustees. The President shall preside over all meetings of the Board of Trustees and shall have such other powers, as the Board of Trustees shall determine.

3.1.3 In the absence of the President at any meetings of the Board, the Vice President shall exercise the rights and perform the function of the President. In the absence of both the President and Vice-President, a President Pro Tempore shall be selected from the members present with a majority vote to conduct the meeting.

and the Board. The designated Trustee will provide recommendations to the Board who will act on the recommendation. Action must be taken by a majority of the Trustees in a regular or special meeting.

Section 4 Transactions and Handling of Funds

4.1 Depositing of Funds: The Treasurer of the Cyber School shall require deposit of funds belonging to the Cyber School in a depository approved by the Board and shall at the end of each month make a report to the Cyber School Board of Trustees as to the amount of any funds received and disbursed by him or her during the month.

4.1.1 All deposits of Cyber School funds authorized by the Treasurer shall be made in the name of the SusQ-Cyber Charter School.

4.2 Investing of Funds: The Board of Trustees of the SusQ-Cyber Charter School shall invest Cyber School funds consistent with sound business practice. Authorized types of investments shall be:

4.2.1 United States Treasury bills.

4.2.2 Short-term obligations of the United States Government or its agencies or instrumentalities.

4.2.3 Deposits in savings accounts or time deposits or share accounts of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided by law therefore shall be pledged by the depository.

4.2.4 Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America.

4.2.5 Obligations of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith of the Commonwealth.

4.2.6 Obligations of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.

4.2.7 Shares of an investment company registered under the investment Company of America Act of 1940 (54 Stat. 789,15 U.S.C. 80a-1 et seq.) as defined in PA 24 PS 4-440.1 of the Pennsylvania School Code.

4.3 Standards: All investments shall be subject to the standards set forth in PA 24 PS 4-440.1 of the Pennsylvania School Code.

4.4 Accountability: The Cyber School Treasurer shall settle accounts annually with the Board of School Directors for each school.

4.4.1 An annual school audit shall be conducted according to the requirements of Article 24 of the School Code of 1949.

Section 5 Fulfillment of Charter

5.1 Evaluation and Report: The Cyber School shall be evaluated by means consistent with the requirements of Section 315 of the Pennsylvania Charter School law and the regulations provided by the Pennsylvania Department of Education according to the requirements of Act 88 of 2002.

5.2 Accountability: At the end of the five-year charter renewal period, the Cyber School Board of Trustees may apply for a five year Charter Renewal from the Pennsylvania Department of Education based on the criteria set forth in Section 316 of the Pennsylvania Charter School law and amendments to that law from Act 88 of 2002.

Section 6 Personnel

6.1 Chief Executive: The Chief Executive Officer of the Cyber School shall perform the following duties:

6.1.1 Coordinate and oversee staff;

6.1.2 Serve as liaison to the Board of Trustees;

6.1.3 Maintain the curriculum and supervise the development of additional on-line courses;

6.1.4 Serve as liaison to parents;

6.1.5 Oversee the enrollment of students;

6.1.7 Develop and oversee the budget.

6.2 Hiring of Personnel: The Board of Trustees shall approve the advertising of positions necessary to fulfill the needs of the students enrolled in the Cyber School.

6.2.1 All Cyber School employees shall comply with mandated health and safety regulations including a report of criminal history (Act 34), an official clearance statement regarding child injury or abuse from the Department of Public Welfare-(Act 151), and an FBI clearance including a fingerprint report.

6.2.2 All employees shall be hired on the basis of "at will" annual contracts whose terms shall expire at the end of each year.

6.2.3 Non-Certified Employees: Consistent with the Charter School law, the Cyber School shall have the right to employ non-certified staff up to 25% of the

total professional staff. Consideration shall be given to those individuals providing specialized expertise not provided by regular school personnel or to those individuals who provide a service for which no certified school personnel has applied.

6.3 Dismissal of Personnel: The Chief Executive Officer may terminate or suspend the employment of any employee if s/he determines that the employee has failed to fulfill the duties and responsibilities and /or demonstrate the qualities outlined in the job description, or if other good cause exists. The Board of Trustees will be asked to confirm the CEO's actions after the fact if taken with out prior Board approval due to necessary expediency as outlined below.

6.3.1 In the event the school finds it necessary or desirable to terminate an employee's employment before the end of the school year, the school will attempt to give the employee written notice at least 10 calendar days before termination, unless the Chief Executive Officer determines that the employee poses a threat to the health, safety, or welfare of the school or students.

6.3.2 In the event of termination of employment prior to the end of an employment contract, the employee shall be entitled only to the prorated salary and benefits earned through the last date of employment.

6.4 Personnel Policies: The Trustees shall adopt detailed written policies concerning the recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures.

Section 7 Insurance and Liability

7.1 Insurance: The Cyber School shall provide for Comprehensive General Liability, Building and Contents, Errors & Omissions (School Leaders), Blanket Occupational Accident, and Excess Workers Compensation Insurance coverage to extend to the Cyber School Board of Trustees and employees, and school activities.

7.2 Filing and Settling of Claims: The Cyber School agrees that it shall promptly report any and all pending or threatened claims, file timely notices of claims, cooperate fully in the defense of any claims and comply with the defense and reimbursement provisions of applicable insurance policies. The Cyber School shall neither compromise, settle, negotiate nor otherwise affect any disposition of potential claims asserted against it without the insurance company's written approval.

Section 8 Indemnification

8.1 Scope of Indemnification: The Cyber School shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise, by reason of the fact that such person is or was serving in an indemnified capacity, including without limitation liabilities resulting from any actual or alleged breach or

neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except where such indemnification is expressly prohibited by applicable law or where the conduct of indemnified representative has been determined to constitute willful misconduct or recklessness within the meaning of 42 Pa. C.S. 8365(b) or any superseding provision of law, sufficient in the circumstances to bar indemnification against liabilities arising from the conduct.

8.1.1 Entitlement: If an indemnified representative is entitled to indemnification in respect to a portion, but not all, of any liabilities to which such person may be subject, the Cyber School shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.

8.1.2 Termination of a Proceeding: The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the indemnified representative is not entitled to indemnification.

8.2 Definitions: For the purposes of this Section:

8.2.1 "indemnified capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a Trustee, officer, employee or agent of the Corporation, or, at the request of the Corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust employee benefit plan or other entity or enterprise.

8.2.2 "indemnified representative" means any and all Trustees and officers of the Cyber School and any other person designated as an indemnified representative by the Board of Trustees of the corporation, (which may, but need not, include any person serving at the request of the Corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise).

8.2.3 "liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense of any nature including, without limitation, attorneys' fees and disbursements.

8.2.3.4 "proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Cyber School.

8.3 Proceedings Initiated by Indemnified Representatives: Notwithstanding any other provision of this Section, the Cyber School shall not indemnify under this Section on Indemnification an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervener or *amicus curiae* by the person seeking

indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the Trustees in office

8.3.1 Exclusion of Reimbursement of Expenses: This Section does not apply to reimbursement of expenses incurred in successfully prosecuting or defending an arbitration under Section 8.6 or otherwise successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Section.

8.4 Advance of Expenses: The Cyber School shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 8.1 or 8.2 upon receipt of an undertaking by or on behalf of the indemnified representative to repay such amount if it shall ultimately be determined pursuant to Section 8.6 that such person is not entitled to be indemnified by the Cyber School pursuant to this Section. The financial ability of an indemnified representative to repay an advance shall not be a prerequisite to the making of such advance.

8.5 Securing of Indemnification Obligations: To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Cyber School may maintain insurance, obtain a letter of credit, act as self insurer, create a reserve, trust, escrow, cash collateral of other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Cyber School, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Trustees shall deem appropriate.

8.5.1 Determination of Obligations: Absent fraud, the determination of the Board of Trustees with respect to such amounts, costs, terms and conditions shall be conclusive against all security holders, officers and Trustees and shall not be subject to void ability.

8.6 Arbitration: Any dispute related to the right to the indemnification, contribution or advancement of expenses as provided under this Section, except with respect to indemnification for liabilities arising under the Securities Act of 1933 that the Cyber School has undertaken to submit to a court for adjudication, shall be decided only by arbitration in the county which the principal executive offices of the Cyber School are located, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, before a panel of three arbitrators, one of whom shall be selected by the Cyber School, the second of whom shall be selected by the indemnified representative, and the third of whom shall be selected by the other two arbitrators.

8.6.1 Contingency for Arbitration: In the absence of the American Arbitration Association, or if for any reason arbitration under the arbitration rules of the American Arbitration Association cannot be initiated, or if the arbitrators selected by the Cyber School and the indemnified representative cannot agree on the selection of the third arbitrator within thirty (30) days after such time as the Cyber School and the indemnified representative have each been notified of the selection of the other's arbitrator, the necessary arbitrator or arbitrators shall be

selected by the presiding judge of the court of general jurisdiction in such county.

8.7 Challenges to Indemnification: The party or parties challenging the right of an indemnified representative to the benefits of this Section shall have the burden of proof.

8.8 Reimbursement of Representatives: The Cyber School shall reimburse an indemnified representative for the expenses (including attorneys' fees and disbursements) incurred in successfully prosecuting or defending such arbitration.

8.9 Award by Arbitrators: Any award entered by the arbitrators shall be final, binding and non-appealable and judgment may be entered thereon by any party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable.

8.10 Contribution: If the indemnification provided for in this Section or otherwise is unavailable for any reason in respect of any liability or portion thereof, the Cyber School shall contribute to the liabilities to which the indemnified representative may be subject in such proportion as is appropriate to reflect the intent of this Section or otherwise.

8.11 Discharge of Duty: An indemnified representative shall be deemed to have discharged such person's duty to the Cyber School if he or she has relied in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

8.11.1 One or more officers or employees of the Cyber School whom the indemnified representative reasonably believes to be reliable and competent with respect to the matter presented;

8.11.2 Legal counsel, public accountants or other persons as to matters that the indemnified representative reasonably believes to be within the person's professional or expert competence; **or**

8.11.3 A committee of the Board of Trustees on which he or she does not serve as to matters within its area of designated authority, which committee he or she reasonably believes to merit confidence.

8.12 Contract Rights - Amendment or Repeal: All rights to indemnification, contribution or advancement of expenses under this Section shall be deemed a contract between the Cyber School and the indemnified representative pursuant to which the Cyber School and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

8.13 Scope of Section: The rights granted by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of disinterested Trustees or otherwise, both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of

expenses provided by or granted pursuant to this Section shall continue as to a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

8.14 Reliance on Provisions: Each person who shall act as an indemnified representative of the Cyber School shall be deemed to be doing so in reliance upon the rights of indemnification, contribution and advancement of expenses provided by this Section.

8.15 Interpretation: The provisions of this Section, when approved and ratified, are intended to constitute By-Laws authorized by Pennsylvania Law.

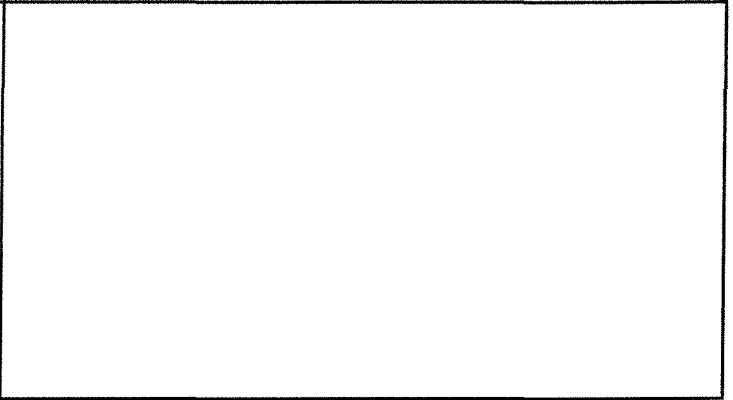
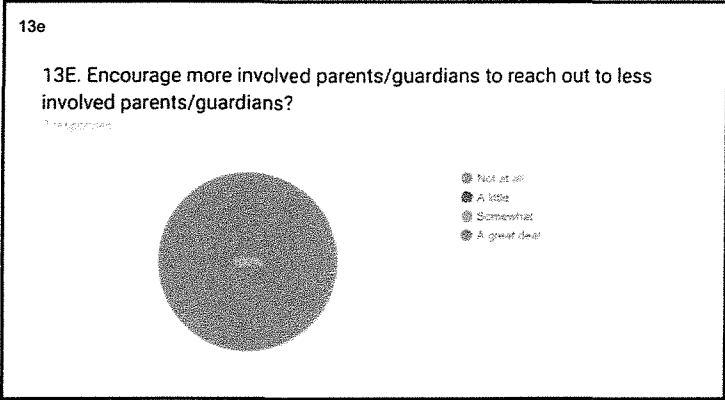
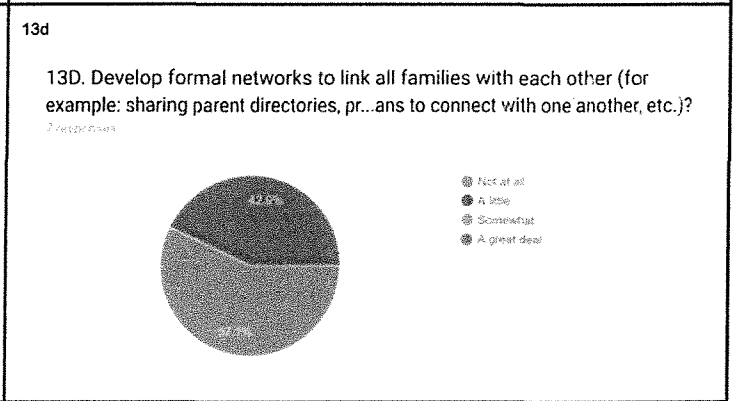
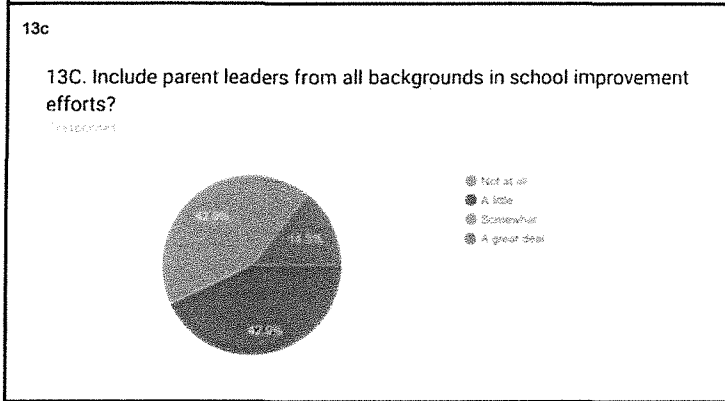
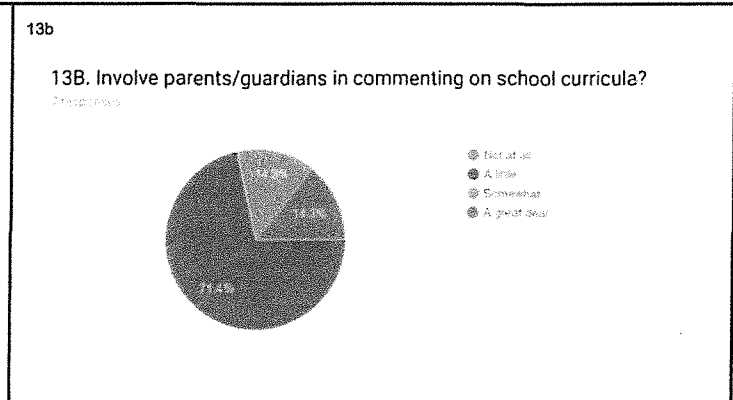
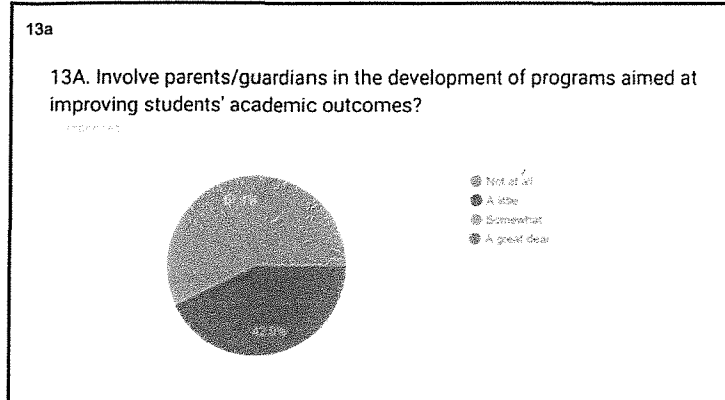
Section 9 Funds

9.1 Funds: Any funds accumulated by the SusQ-Cyber Charter School at the time of dissolution of the Cyber School and all the physical assets of the Cyber School shall be disposed of in accordance with the provisions of Act 88 of 2002.

Section 10 Amendments

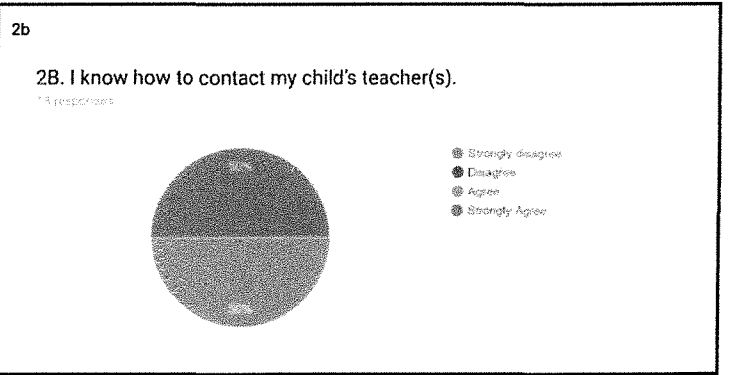
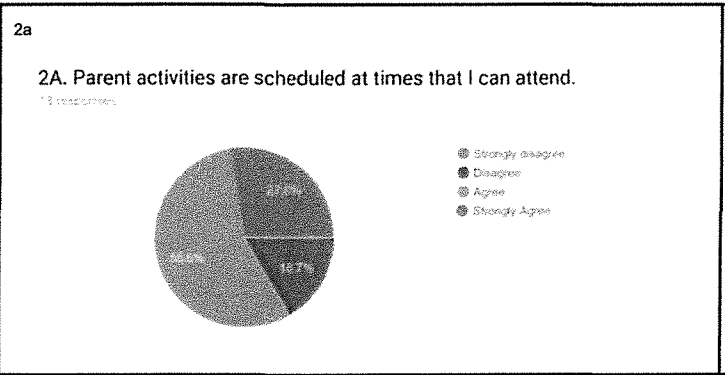
10.1 These Bylaws may be altered, amended or repealed, or new By-Laws may be adopted, by an affirmative vote of a majority of Trustees then in office, at any regular meeting of the Trustees or special meeting of the Trustees;

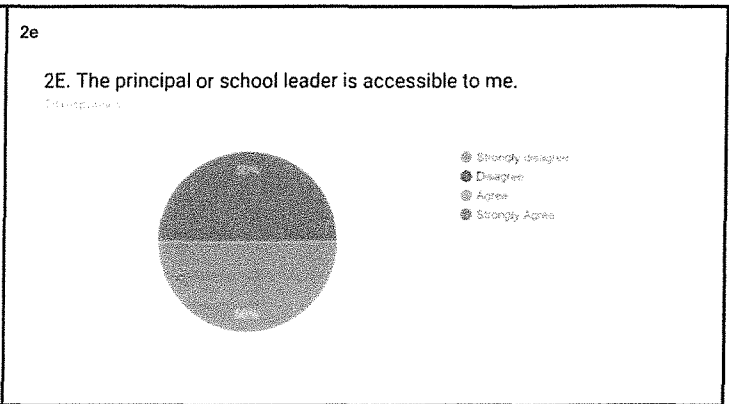
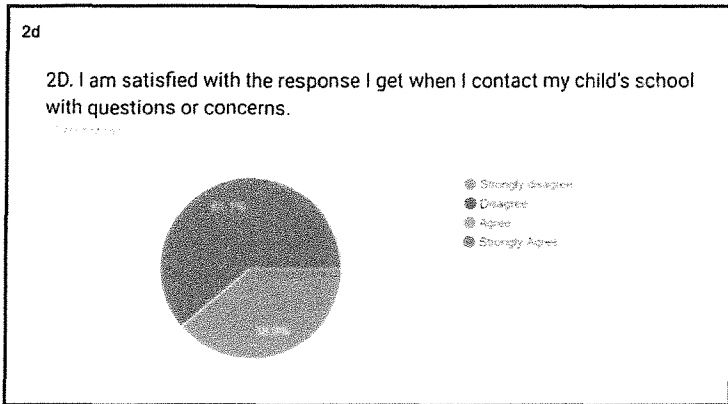
10.1.1 Provided, however, that notice shall be given in the notice of the meeting that an alteration, amendment or repeal of the Bylaws, or that new Bylaws may be adopted.



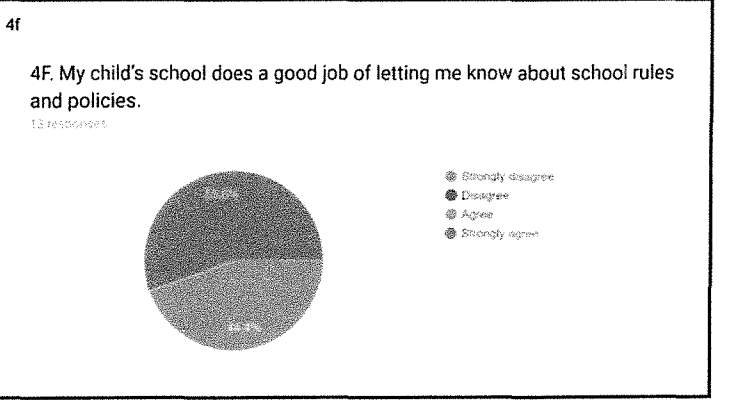
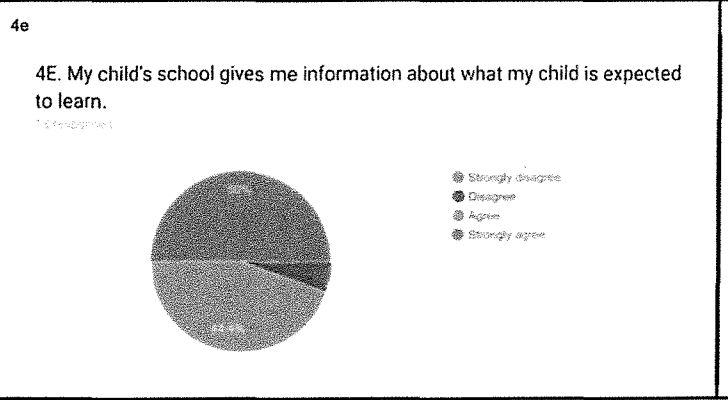
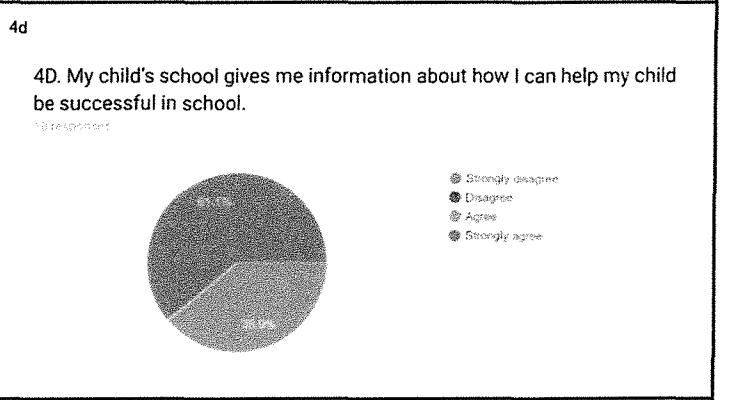
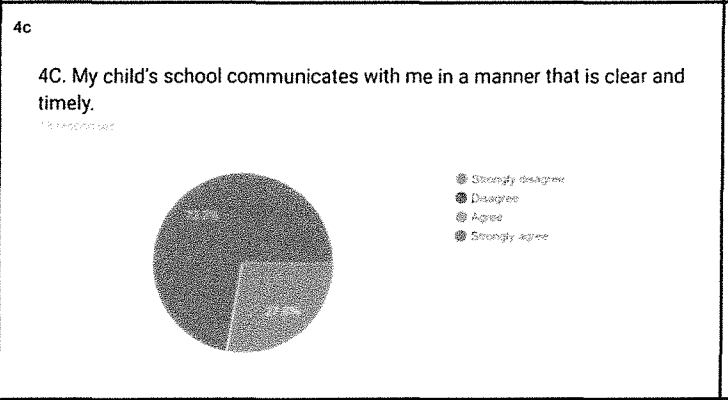
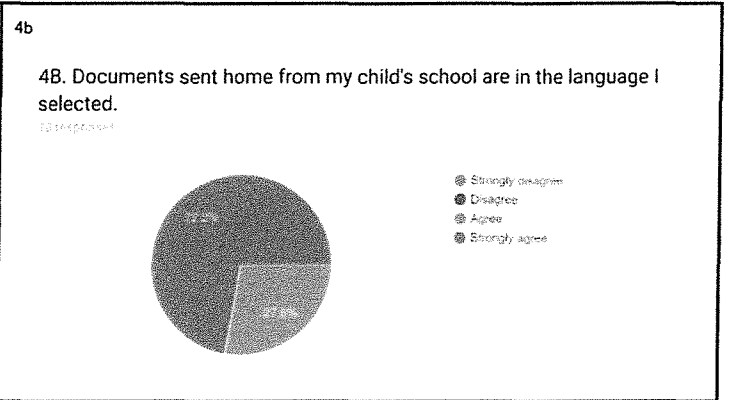
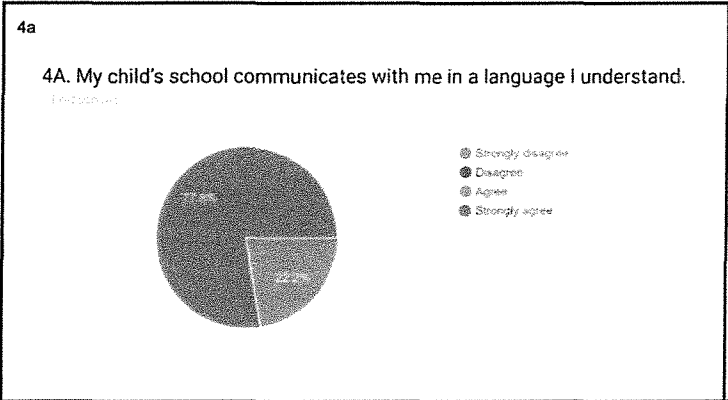
Parent Survey:

2. How much do you agree with the following statements?





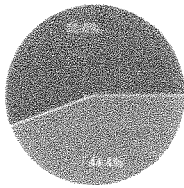
4. How much do you agree with the following statements?



4g

4G. My child's school lets me know about meetings and special school events.

13 responses

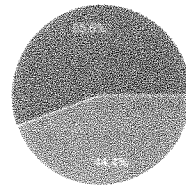


- Strongly disagree
- Disagree
- Agree
- Strongly agree

4h

4H. My child's school invites me to be included in decisions that affect my child's education.

12 responses

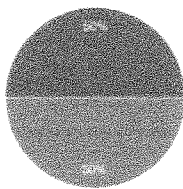


- Strongly disagree
- Disagree
- Agree
- Strongly agree

4i

4I. My child's school values my feedback.

11 responses



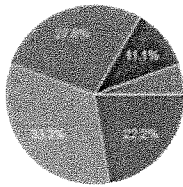
- Strongly disagree
- Disagree
- Agree
- Strongly agree

5. How often does someone from your child's school do the following?

5a

5A. Contact me about my child's achievements and successes.

12 responses

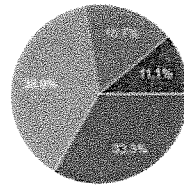


- Never
- 1-4 times a year
- Monthly or about monthly
- Weekly or about weekly
- Daily or almost daily
- Does not apply

5b

5B. Provide me with regular feedback about my child's progress.

13 responses

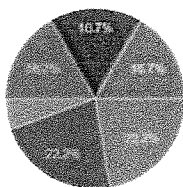


- Never
- 1-4 times a year
- Monthly or about monthly
- Weekly or about weekly
- Daily or almost daily
- Does not apply

5c

5C. Send emails, newsletters, or notes home telling me what my child is learning in school.

6 responses

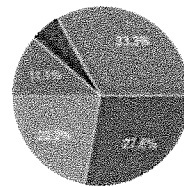


- Never
- 1-4 times a year
- Monthly or about monthly
- Weekly or about weekly
- Daily or almost daily
- Does not apply

5d

5D. Contact me if my child is struggling academically.

11 responses

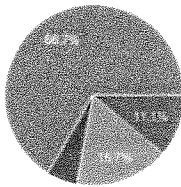


- Never
- 1-4 times a year
- Monthly or about monthly
- Weekly or about weekly
- Daily or almost daily
- Does not apply

5e

5E. Contact me if my child misbehaves or breaks school rules.

12 parents

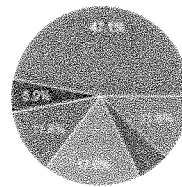


- Never
- 1-4 times a year
- Monthly or about monthly
- Weekly or about weekly
- Daily or almost daily
- Does not apply

5f

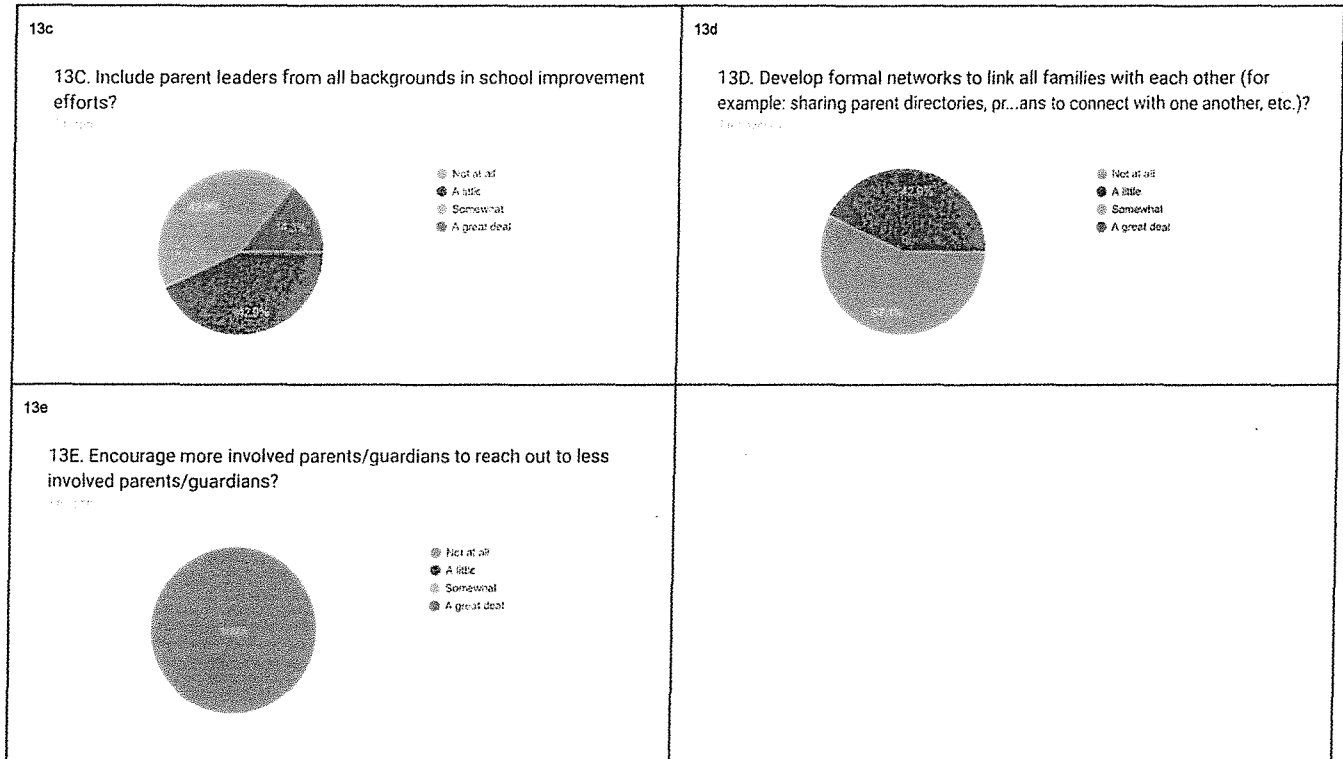
5F. Provide me with information about how to help my child with homework.

12 parents



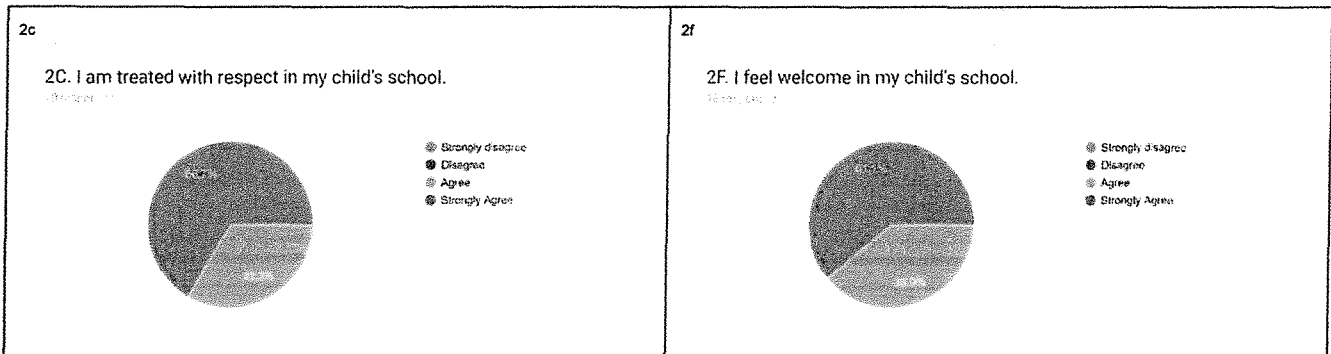
- Never
- 1-4 times a year
- Monthly or about monthly
- Weekly or about weekly
- Daily or almost daily
- Does not apply

13. To what extent does this school...

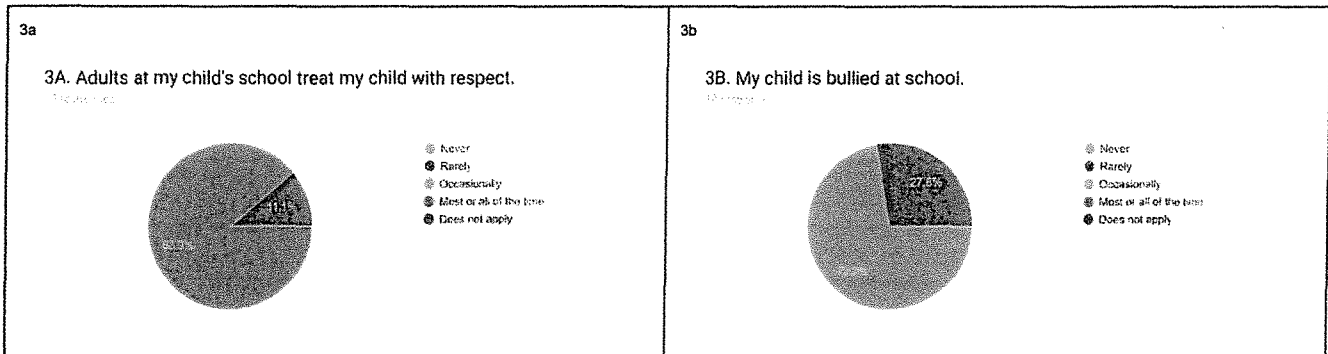


Parent Survey:

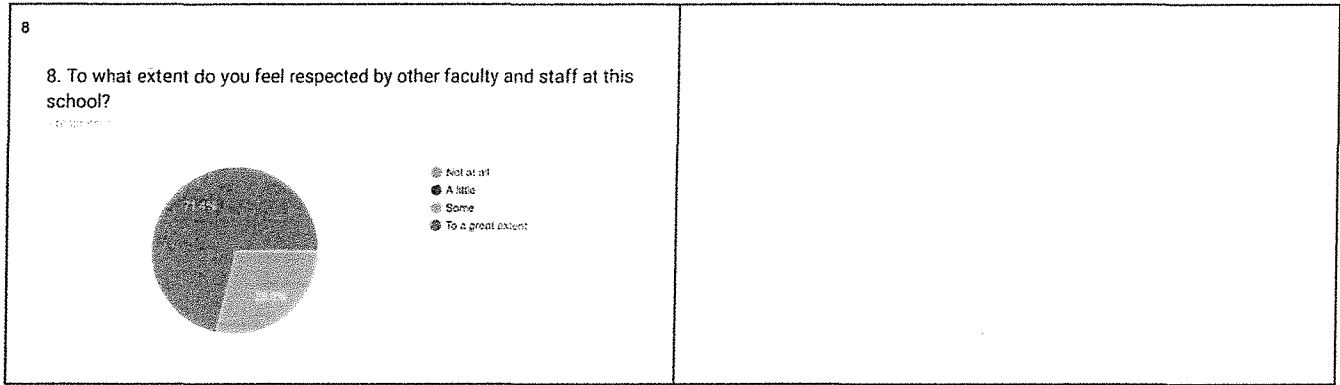
2. How much do you agree with the following statements?



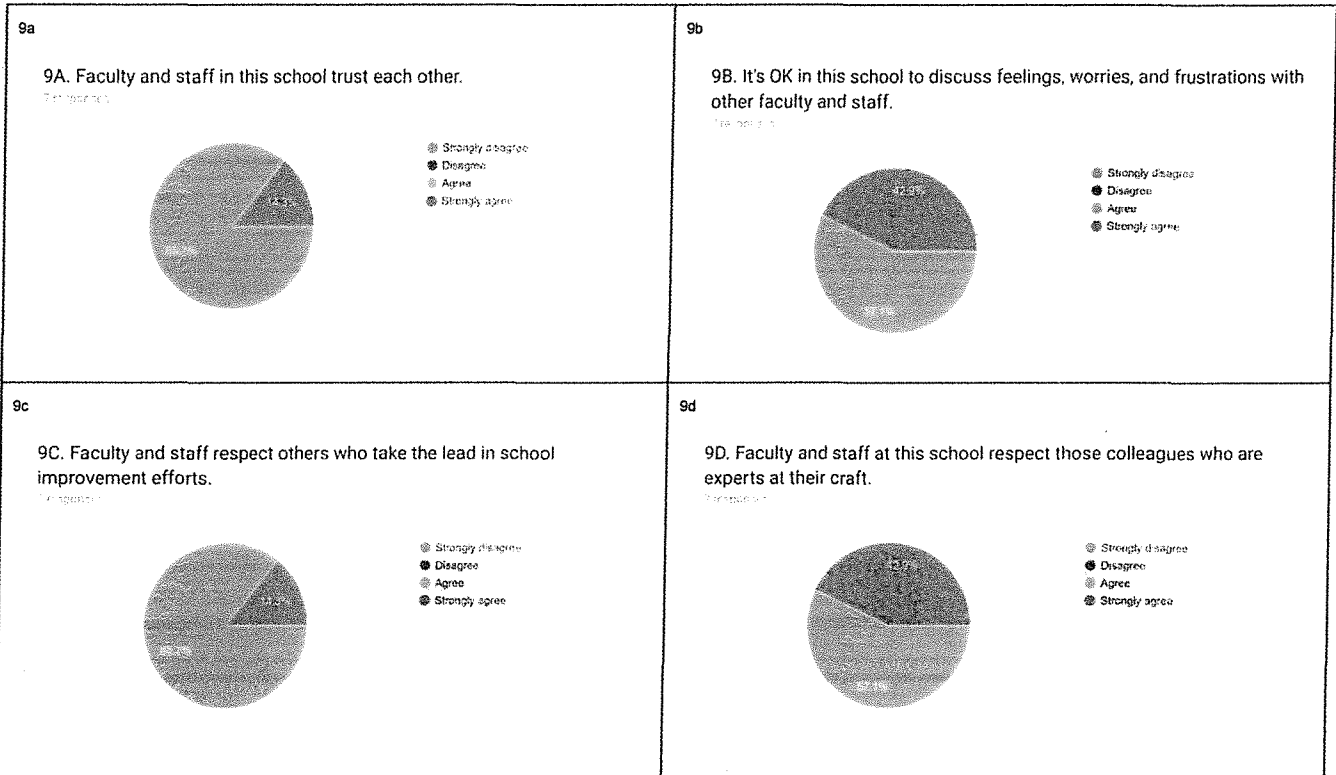
3. How often do the following things happen at your child's school?



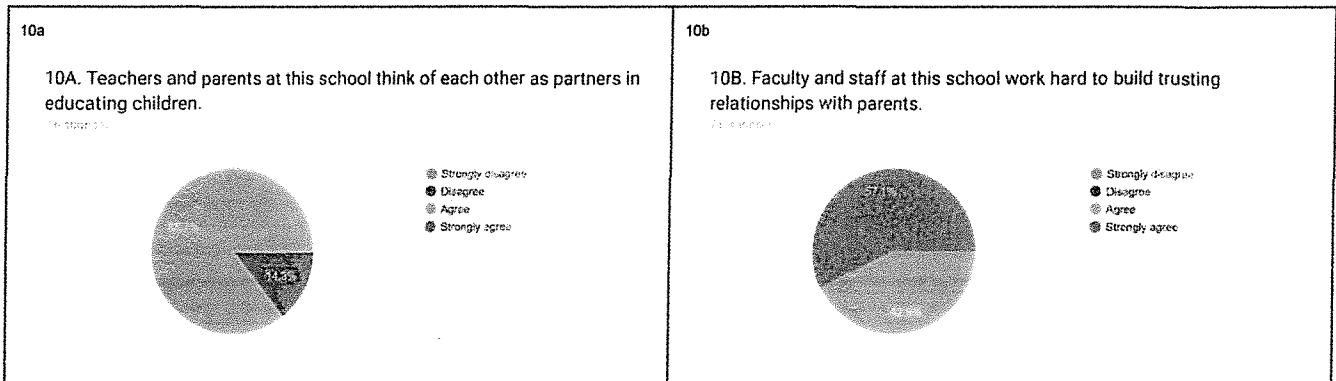
8. To what extent do you feel respected by other faculty and staff at this school?

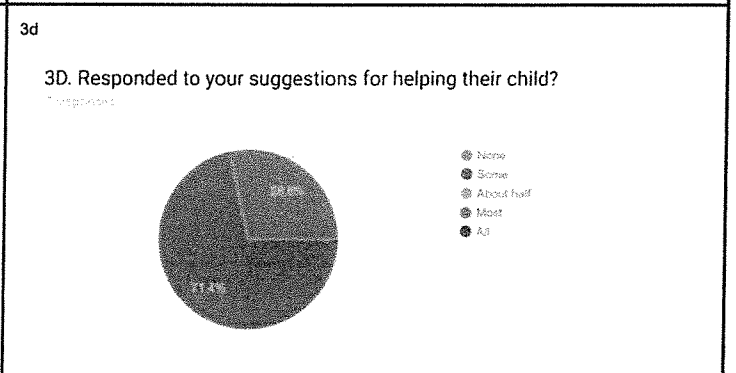
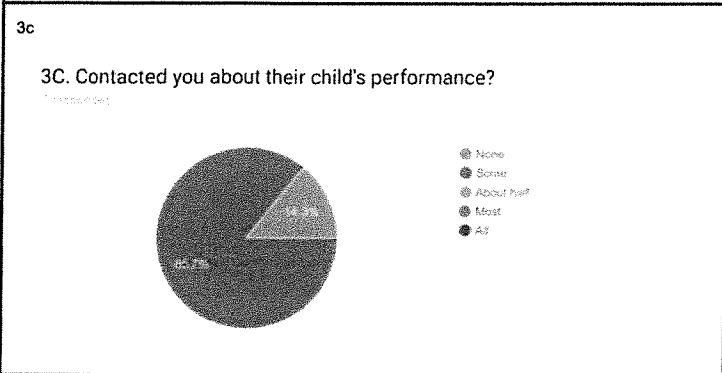
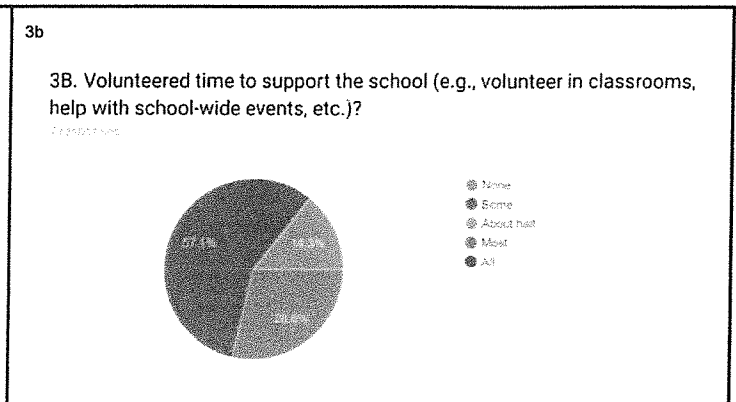
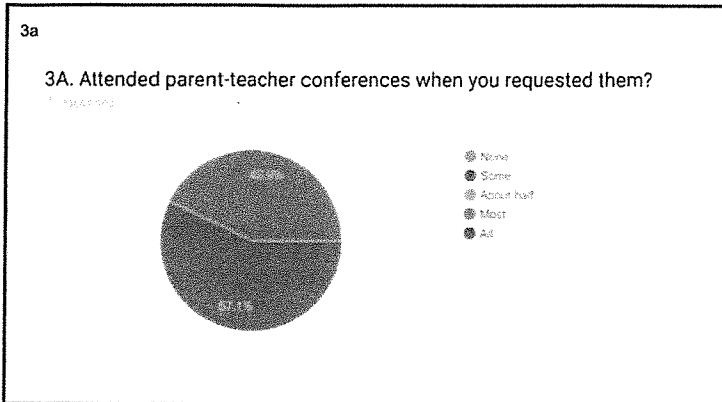


9. How much do you agree with the following statements?

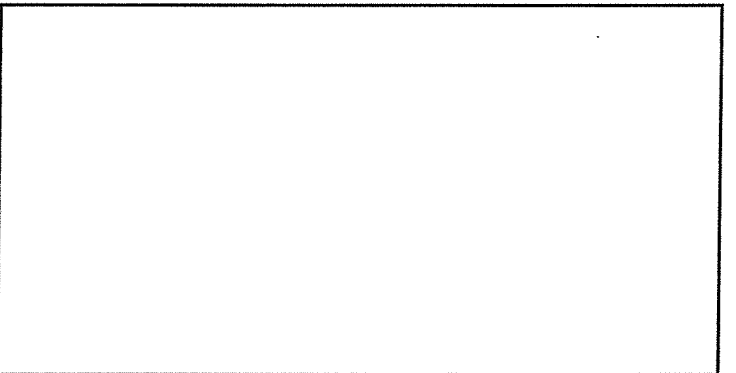
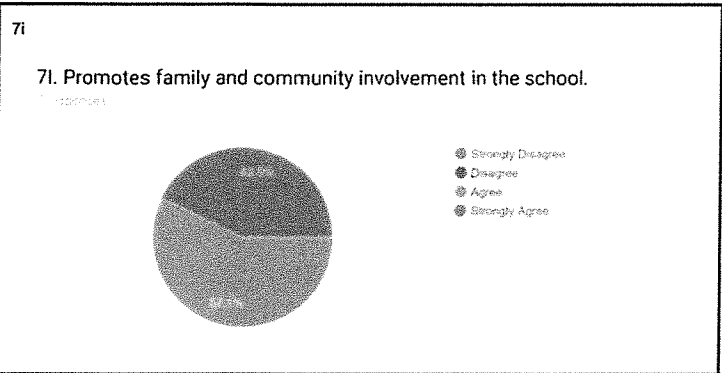


10. How much do you agree with the following statements?

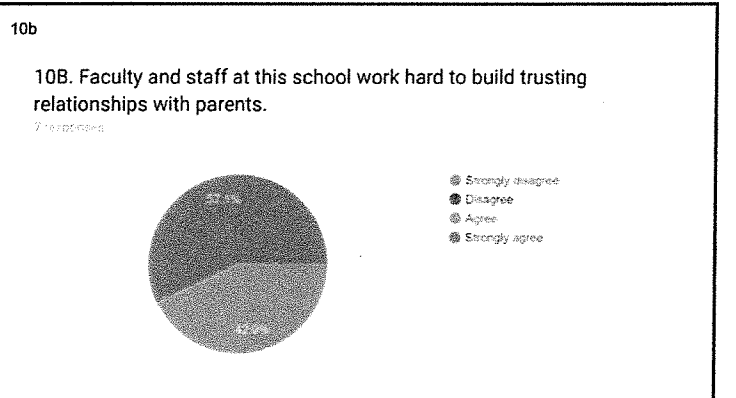
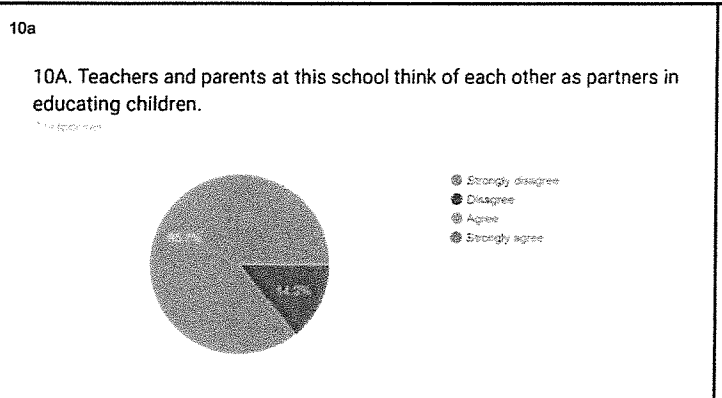




7. How much do you agree with the following statements? The leadership team at this school...



10. How much do you agree with the following statements?

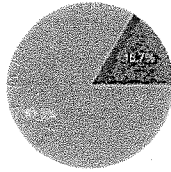


13. To what extent does this school...

3c

3C. My child is treated badly at school because of his/her race/ethnicity or background.

13 responses

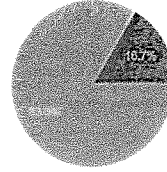


- Never
- Rarely
- Occasionally
- Most or all of the time
- Does not apply

3d

3D. My child is treated badly at school because of his/her religion.

16 responses

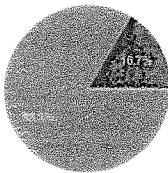


- Never
- Rarely
- Occasionally
- Most or all of the time
- Does not apply

3e

3E. My child is treated badly at school because of his/her gender identity.

13 responses

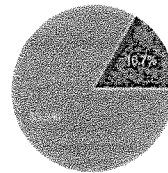


- Never
- Rarely
- Occasionally
- Most or all of the time
- Does not apply

3f

3F. My child is treated badly at school because of his/her sexual orientation.

16 responses

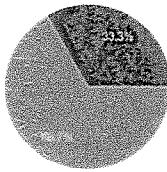


- Never
- Rarely
- Occasionally
- Most or all of the time
- Does not apply

3g

3G. My child is treated badly at school because he/she is learning to speak English.

12 responses

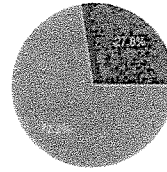


- Never
- Rarely
- Occasionally
- Most or all of the time
- Does not apply

3h

3H. My child is treated badly at school because he/she has a disability.

11 responses

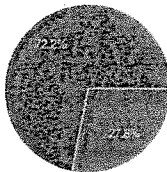


- Never
- Rarely
- Occasionally
- Most or all of the time
- Does not apply

3i

3I. My child feels safe going to and from school.

12 responses

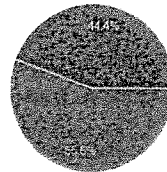


- Never
- Rarely
- Occasionally
- Most or all of the time
- Does not apply

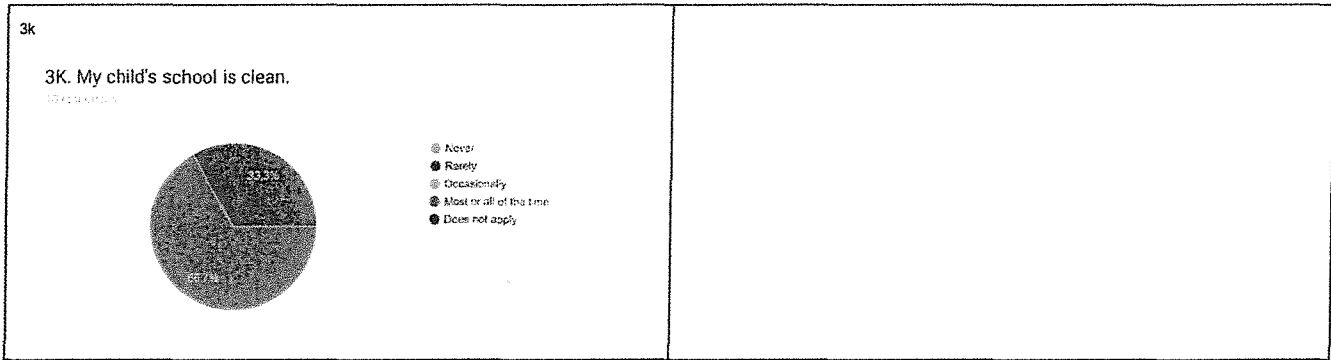
3j

3J. My child feels safe at school.

12 responses

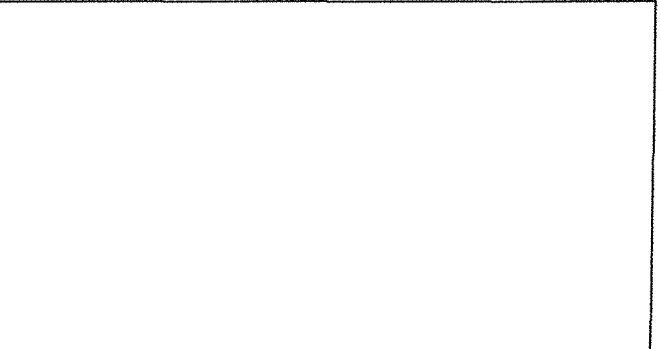
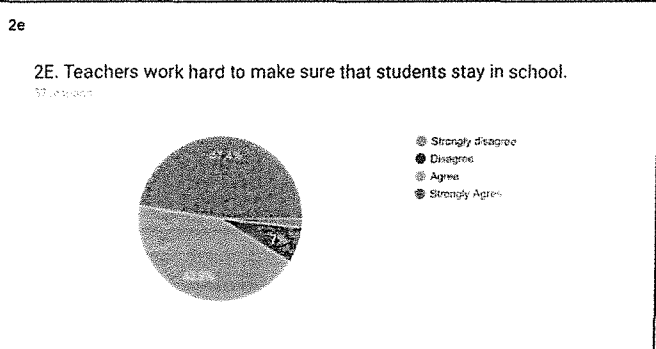
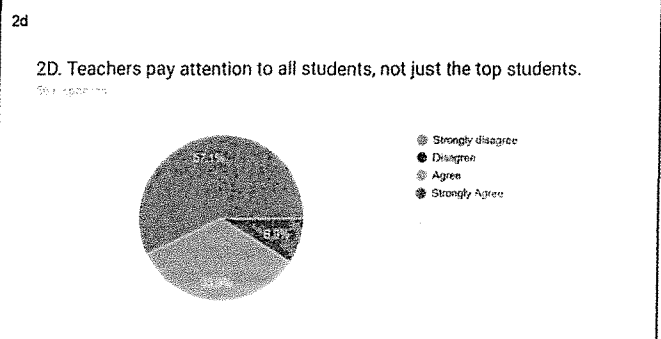
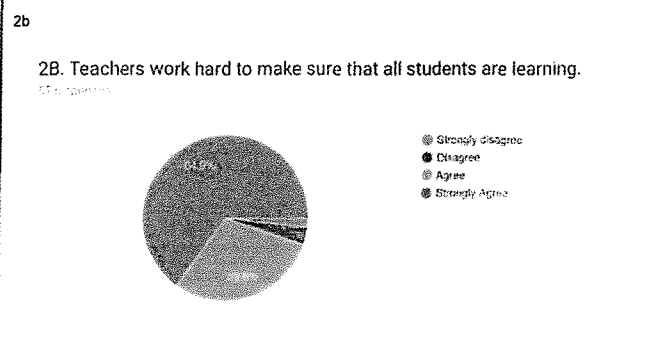


- Never
- Rarely
- Occasionally
- Most or all of the time
- Does not apply

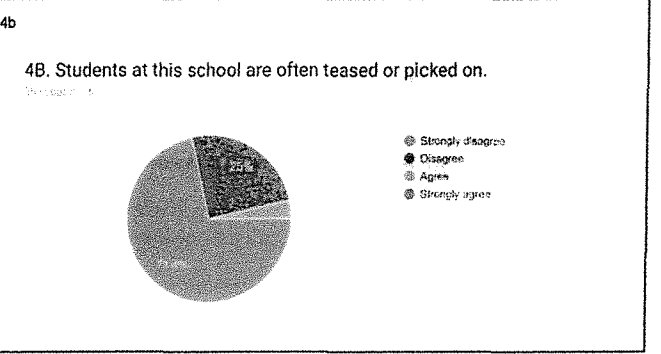
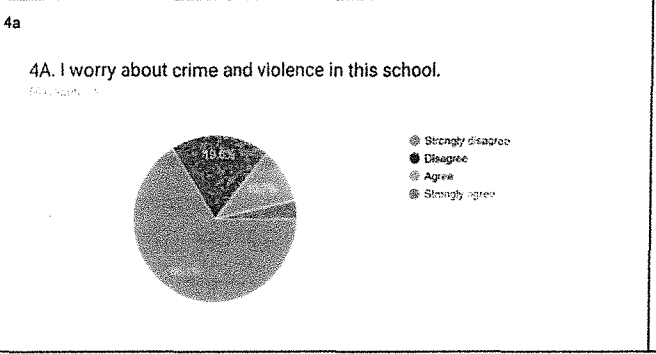


Student Survey:

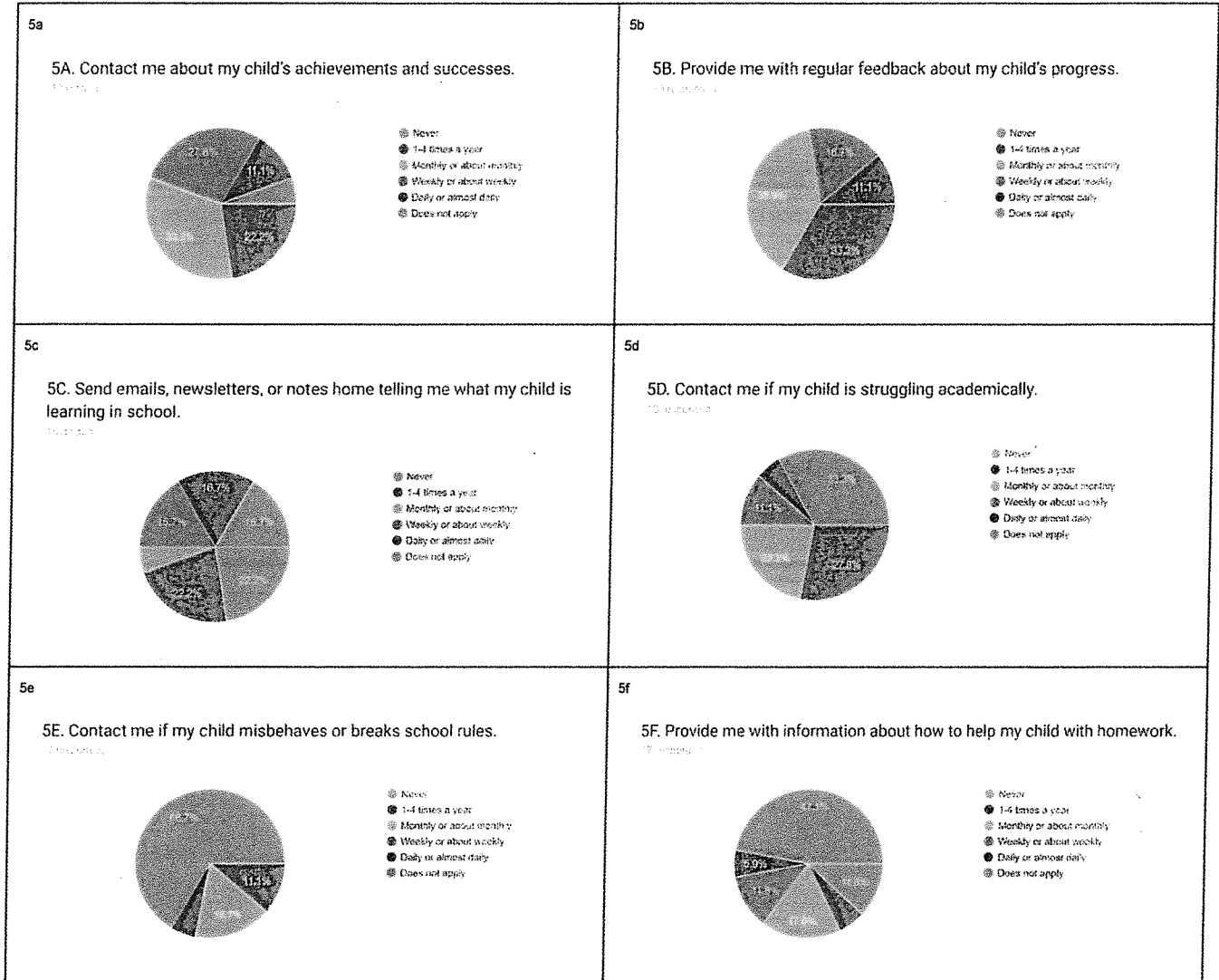
2. How much do you agree with the following statements? At my high school...



4. How much do you agree with the following statements about your school?



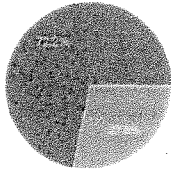
5. How often does someone from your child's school do the following?



4c

4C. My child's school communicates with me in a manner that is clear and timely.

100 responses

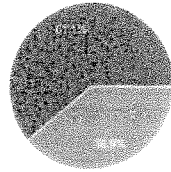


- Strongly disagree
- Disagree
- Agree
- Strongly agree

4d

4D. My child's school gives me information about how I can help my child be successful in school.

100 responses

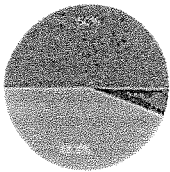


- Strongly disagree
- Disagree
- Agree
- Strongly agree

4e

4E. My child's school gives me information about what my child is expected to learn.

100 responses

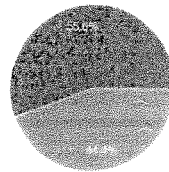


- Strongly disagree
- Disagree
- Agree
- Strongly agree

4f

4F. My child's school does a good job of letting me know about school rules and policies.

100 responses

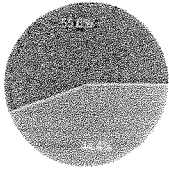


- Strongly disagree
- Disagree
- Agree
- Strongly agree

4g

4G. My child's school lets me know about meetings and special school events.

100 responses

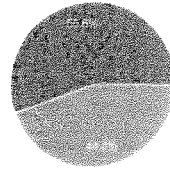


- Strongly disagree
- Disagree
- Agree
- Strongly agree

4h

4H. My child's school invites me to be included in decisions that affect my child's education.

100 responses

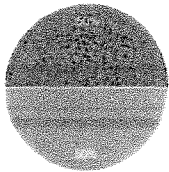


- Strongly disagree
- Disagree
- Agree
- Strongly agree

4i

4I. My child's school values my feedback.

100 responses



- Strongly disagree
- Disagree
- Agree
- Strongly agree

Pennsylvania Department of Education



Commonwealth of Pennsylvania
Department of Education
333 Market Street
Harrisburg, PA 17126-0333

Educational Technology Report
Tuesday, April 17, 2012
(Last Approved: Monday, October 19, 2009)
Entity: Susq-Cyber CS
Address: 240 Market Street
Suite 15
Bloomsburg, PA 17815

Mission

The mission of the SusQ-Cyber Charter School that was the basis for its creation was as follows:

The SusQ-Cyber Charter School will use the internet or other emerging technologies to deliver a personalized educational program to learners who express the desire and/or demonstrate the need for non-traditional, flexible delivery of curriculum - a "school without walls."

In 2003, SusQ-Cyber Charter School revised the mission and the following Mission Statement was submitted and accepted by the Department and was re-approved in 2008 with the third SusQ-Cyber Charter School Charter Renewal:

The SusQ Cyber Charter School will use the internet or other emerging technologies to deliver an educational program to primarily at-risk high school students who are trying to obtain their high school diploma. Many of these students have already dropped out of school, or are in danger of doing so, are pregnant or parenting, are medically or emotionally unable to attend their regular school, are involved in confrontations at their school, or are making one last attempt to complete high school and earn a diploma. Most students enroll during their junior or senior year, are overage for their grade, are basic or below basic in proficiency and are seeking the opportunity to get back on track toward graduation. The Cyber School will assist these at-risk students as well as the non-at-risk students who want to pursue an alternative path to a high school diploma through cyber education. The Cyber School will plan a Personalized Education Plan for each student which credits them for past courses earned and outlines a plan for the completion of their graduation requirements. The Cyber School will closely monitor and motivate these students for attendance and academic progress as they work toward the achievement of their educational and life goals.

Vision

The overarching vision of the Cyber School was to provide a school without physical boundaries where students who otherwise could not complete their high school education are provided with a last chance to do so. The Cyber School gives students the opportunity to graduate from high school while they contend with their health needs, economic hardships, social relationships, and parental responsibilities, which may have made attendance at a traditional high school no longer possible.

During the 2009-2010 School Year, the CEO and Assistant to the CEO attended NISL training. As an outcome of that training, the Vision statement was revisited by administration and staff. In-service days were dedicated to refining the vision of the Cyber School. All staff participated in the redrafting of the vision, which was reviewed and approved by the Board of Trustees. The new vision is:

The SusQ-Cyber Charter School, in concert with parents and community, will provide all students, regardless of reason or need, a quality public education utilizing innovative technology and research-based curriculum to assist students in achieving their goals beyond graduation.

Shared Values

The Shared Values are the basic philosophical conviction which drives the Cyber School. This belief is that a number of students need this type of school and need to be able to work at their own pace, and in their own environment as they pursue a high school diploma. It is a commitment that all students can learn and should have the right to choose the educational program and environment best for them.

The aspects that make the SusQ-Cyber Charter School unique and innovative are that it provides an online school with courses completed online but combines that format with a network of support through both homeroom and course teachers who work with students online, on the phone, or at tutoring sessions held throughout the state. The Cyber School staff meets students at a number of partnering facilities including colleges and libraries, as well as community rooms. Students must take their midterms and finals in a proctored setting to ensure they are completing their own work. This commitment to providing direct support and face-to-face tutoring as the

student needs it, as well as verifying student attendance and performance make the SusQ-Cyber Charter School unique.

The Board of Trustees of the SusQ-Cyber Charter School adopted the following belief statements as the core beliefs and values of the school community and they continue as the guiding philosophy of the SusQ-Cyber Charter School:

- All students can learn.
- Each student is a valued individual with unique physical, social, emotional, and intellectual needs.
- Students learn in different ways and should be provided with a variety of instructional approaches to support their learning.
- Teachers, administrators, parents and the community share the responsibility for advancing the school's mission.
- Exceptional students require special services and resources.
- Curriculum and instructional practices should incorporate a variety of learning activities to accommodate differences in learning styles.
- Ongoing professional development of staff is vital.

These belief statements reflect the core belief of the SusQ-Cyber School community that the Cyber School serves a great need among students and provides an education to students who would otherwise not be able to take part in a high school education. This belief is reinforced at graduation by the comments of family and friends of the graduates and the genuine sincerity of the graduates who speak of the Cyber School as the place that has enabled them to work toward graduation while dealing with the myriad of other issues and problems which had prevented them from succeeding in a traditional school. This includes the respect evident in the Cyber School that valued them as a person capable of succeeding. This was something they felt they had not received in their traditional school.

Needs Assessment

Reflections

There are currently no reflections selected for this section.

Students enrolled in SusQ-Cyber Charter School access their courses through the Internet. All students are eligible to receive a school computer as required by legislature. Most of our students choose to use school provided equipment. There are a handful of students who choose to use their own equipment from home. Technology changes and moves forward by leaps and bounds. It is important for student and staff computers to be maintained and upgraded in order to keep up with these changes.

Legislature also requires that cyber charter schools cover the cost of Internet reimbursement for students. We currently encourage all of our students to subscribe to an Internet Service Provider that offers Dial-up, Cable, DSL or Satellite internet services. This allows for the best connection to the courses in the student's home area, and to the direction online instruction provider by the teachers. Because the students are working from home, this reimbursement is not eligible under E-Rate.

Most of our students have never utilized online courses prior to enrolling in SusQ-Cyber Charter School. All students are required to attend an orientation session which provides them with an overview of the courses they will be accessing, as well as the computer that will be loaned to them. Students also have access to online tutorials which will review the information from the orientation sessions. This provides students with easy access, and support, after regular business hours.

We have worked cooperatively with the Instructional Design Department of our local university. This allows the graduate students an opportunity to put their budding skills to use, and has increased the support and resources for our students.

Our teachers use Elluminate as a means to disseminate information to the students. This is a synchronous mode that allows the students to be online with the teacher. Teachers have the ability to record their sessions, and they provide the link for those sessions to students who were absent. Teachers can present presentations within the Elluminate site. Teachers also have the ability to use tablets, allowing them to write equations or diagram sentences. In March of 2007, several of our teachers presented at the CAPE conference in Grantville. They were able to showcase the technologies we use to reach our students.

Staff have expressed an interest in using podcasts as another form to distributing their lessons. Students would be able to listen to these directly on their computers. Our relationship with our Apple representative will allow us to coordinate an Inservice training.

Goals and Strategies

Goal: Differentiated Instruction

Description: Develop knowledge and skills to differentiate instructional strategies and assessment methods to maximize student success.

Strategy: Differentiate Instruction

Description: Differentiated instructional strategies and assessment methods should be utilized to maximize student success.

Activity: Provide training opportunities in the use of alternative techniques for motivating at-risk students

Description: Technology programs such as Study Island will be integrated into the curriculum at SusQ-Cyber Charter School. The staff will receive the necessary training which accompanies these programs.

Person Responsible Timeline for Implementation Resources

Calarco, Wendy	Start: 9/2/2008 Finish: Ongoing	\$3,300.00
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Status: Not Started — Overdue

Goal: Increasing Connection Speeds from students homes

Description: Students will be able to access their courses and curriculum best with a high speed Internet connection.

Strategy: Students are encouraged to obtain DSL or cable as their Internet provider.

Description:

Activity: A reimbursement program is in place to cover the cost of Internet access for the families.

Description: SusQ-Cyber Charter School reimburses families for the following costs: Dial-up service- up to \$19.99 per month DSL service- \$40.00 per month Cable service- \$40.00 per month Satellite service-\$75.00 per month

Person Responsible	Timeline for Implementation	Resources
None Selected	Start: 9/1/2008 Finish: 6/9/2009	\$45,000.00

Status: Not Started — Overdue

Activity: The Technology Specialist works with the families to identify providers that work well with the courseware.

Description: Parents often have difficulty finding providers of high speed internet service in their area.

Person Responsible	Timeline for Implementation	Resources
None Selected	Start: 7/1/2008 Finish: 6/30/2009	-

Status: Not Started — Overdue

Goal: MATHEMATICS

Description: At least 56% of all students will be proficient in Mathematics, as measured by the annual state-wide PSSA assessments.

Strategy: Student attainment of at least the 67% level in the math portion of the PSSA Assessment

Description: Improve student math performance.

Activity: Participate in a consortium to purchase Study Island for use in PSSA test preparation.

Description: Participate in a consortium with IU 16. This will be funded with Act 183 grant.

Person Responsible	Timeline for Implementation	Resources
Shipman, Karin	Start: 9/1/2007 Finish: Ongoing	-

Status: Not Started — Overdue

Activity: Teachers will use Elluminate and whiteboard technologies for direct instruction.

Description: Teachers will use Elluminate and whiteboard technologies for synchronous instruction for all students.

Person Responsible	Timeline for Implementation	Resources
Shipman, Karin	Start: 9/2/2007 Finish: Ongoing	\$58,800.00

Status: Not Started — Overdue

Strategy: Study Island

Description:

Activity: Integrate Study Island program in all math classes 9-12

Description: Teachers will work under the direction of the Curriculum Coordinator to modify current curriculum to include the integration of Study Island lessons.

Person Responsible	Timeline for Implementation	Resources
Calarco, Wendy	Start: 7/1/2008 Finish: 6/30/2010	\$3,000.00

Status: Not Started — Overdue

Activity: Study Island training

Description: Provide Study Island training to teaching all teaching staff so that it may be most effectively utilized by staff. There is no cost for this training.

Person Responsible	Timeline for Implementation	Resources
Calarco, Wendy	Start: 8/31/2009 Finish: 8/31/2009	-

Professional Development Activity Information

Number of Hours Per Session	Total Number of Sessions Per School Year	Estimated Number of Participants Per Year
3.00	1	20
Organization or Institution Name	Type of Provider	Provider's Department of Education Approval Status
SusQ-Cyber Charter School	• Intermediate Unit	Approved

Knowledge and Skills

Teachers will gain an understanding of the benchmarks used in Study Island to reinforce the standards and anchors which pertain to their content areas.

Research and Best Practices

Study Island is a research-based program advocated by PDE.

Designed to Accomplish

For classroom teachers, school counselors and education specialists:

- Enhances the educator's content knowledge in the area of the educator's certification or assignment.
- Increases the educator's teaching skills based on research on effective practice, with attention given to interventions for struggling students.
- Provides educators with a variety of classroom-based assessment skills and the skills needed to analyze and use data in instructional decision-making.
- Empowers educators to work effectively with parents and community partners.

For school and district administrators, and other educators seeking leadership roles:

- Provides the knowledge and skills to think and plan strategically, ensuring that assessments, curriculum, instruction, staff professional education, teaching materials and interventions for struggling students are aligned to each other as well as to Pennsylvania's academic standards.
- Provides leaders with the ability to access and use appropriate data to inform decision-making.
- Empowers leaders to create a culture of teaching and learning, with an emphasis on learning.
- Instructs the leader in managing resources for effective results.

Educator Groups Which Will Participate in this Activity**Role**

- Classroom teachers
- School counselors

Grade Level

- High school (grades 9-12)

Subject Area

- Reading, Writing, Speaking & Listening
- Science and Technology
- Mathematics
- History

Follow-up Activities

- Team development and sharing of content-area lesson implementation

Evaluation Methods

- Classroom observation focusing on factors such as planning and preparation, knowledge of content, pedagogy and standards, classroom environment, instructional delivery and professionalism.

- outcomes, with involvement of administrator and/or peers
- Analysis of student work, with administrator and/or peers
- Creating lessons to meet varied student learning styles
- Peer-to-peer lesson discussions
- Lesson modeling with mentoring
- Student PSSA data
- Standardized student assessment data other than the PSSA
- Classroom student assessment data
- Participant survey

Status: Not Started — Overdue

Goal: READING

Description: At least 63% of all students will be proficient in Reading, as measured by the annual state-wide PSSA assessments.

Strategy: Student attainment of at least the 72% performance level in the reading portion of the PSSA Assessment.

Description: Improve student reading performance.

Activity: Participate in a consortium to purchase Study Island for use in PSSA preparation.

Description: Study Island will be paid for by the CSIU- funded by Act 183 grant.

Person Responsible Timeline for Implementation Resources

Shipman, Karin	Start: 1/1/2007	-
	Finish: Ongoing	

Status: Not Started — Overdue

Activity: Teachers will use Elluminate and whiteboard technologies for direct instruction.

Description: Teachers and staff use Elluminate and whiteboard technologies for direct instruction, staff meetings, etc.

Person Responsible Timeline for Implementation Resources

Shipman, Karin	Start: 1/1/2007	\$58,800.00
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Finish: Ongoing

Status: Not Started — Overdue

Strategy: Study Island

Description:

Activity: Integrate Study Island program in all English classes 9-12

Description: Teachers will work under the direction of the Curriculum Coordinator to modify current curriculum to include the integration of Study Island lessons.

Person Responsible	Timeline for Implementation	Resources
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Calarco, Wendy	Start: 7/2/2009 Finish: Ongoing	\$3,000.00
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Status: Not Started — Overdue

Activity: Study Island training

Description: Provide Study Island training to teaching all teaching staff so that it may be most effectively utilized by staff. There is no cost for this training.

Person Responsible	Timeline for Implementation	Resources
Calarco, Wendy	Start: 8/31/2009 Finish: 8/31/2009	-

Professional Development Activity Information

Number of Hours Per Session	Total Number of Sessions Per School Year	Estimated Number of Participants Per Year
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3.00	1	20
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Organization or Institution Name	Type of Provider	Provider's Department of Education Approval Status
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SusQ-Cyber Charter School	• Intermediate Unit	Approved
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Knowledge and Skills	Research and Best Practices	Designed to Accomplish
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Teachers will gain an understanding of the benchmarks used in Study Island to reinforce the standards and anchors which pertain to their content areas.

Study Island is a research-based program advocated by PDE.

For classroom teachers, school counselors and education specialists:

- Enhances the educator's content knowledge in the area of the educator's certification or assignment.
- Increases the educator's teaching skills based on research on

effective practice, with attention given to interventions for struggling students.

- Provides educators with a variety of classroom-based assessment skills and the skills needed to analyze and use data in instructional decision-making.
- Empowers educators to work effectively with parents and community partners.

For school and district administrators, and other educators seeking leadership roles:

- Provides the knowledge and skills to think and plan strategically, ensuring that assessments, curriculum, instruction, staff professional education, teaching materials and interventions for struggling students are aligned to each other as well as to Pennsylvania's academic standards.
- Provides leaders with the ability to access and use appropriate data to inform decision-making.
- Empowers leaders to create a culture of teaching and learning, with an emphasis on learning.
- Instructs the leader in managing resources for effective results.

Educator Groups Which Will Participate in this Activity

Role	Grade Level	Subject Area
<ul style="list-style-type: none"> • Classroom teachers • School counselors 	<ul style="list-style-type: none"> • High school (grades 9-12) 	<ul style="list-style-type: none"> • Reading, Writing, Speaking & Listening • Science and Technology • Mathematics • History

Follow-up Activities

- Team development and sharing of content-area lesson implementation outcomes, with involvement of administrator and/or peers
- Analysis of student work, with administrator and/or peers
- Creating lessons to meet varied student

Evaluation Methods

- Classroom observation focusing on factors such as planning and preparation, knowledge of content, pedagogy and standards, classroom environment, instructional delivery and professionalism.
- Student PSSA data
- Standardized student assessment data other than the PSSA
- Classroom student assessment data
- Participant survey

- learning styles
- Peer-to-peer lesson discussions
- Lesson modeling with mentoring

Status: Not Started — Overdue

Goal: Upgrade administrative computers.

Description: Upgrade staff computers to latest operating system which corresponds with the students computers.

Strategy: Staff computers will receive upgrades, annually or as needed.

Description: 21 New Apple IMac desktop computers were purchased for staff members for the 2009 school year.

Activity: Staff computers are tied in to the network, where the Technology Specialist can implement upgrades remotely.

Description: Two new Apple servers were purchased to handle a VPN that will allow students to log in to the SusQ-Cyber Charter School system. The Technology Department will be able to fix or repair issues remotely.

Person Responsible Timeline for Implementation Resources

None Selected	Start: 9/1/2009 Finish: Ongoing	\$12,000.00
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Status: Not Started — Overdue

Goal: Upgrade student loaned computers.

Description: Student equipment needs to be upgraded with new software/programs. They also need to be replaced based on damages and outdated technologies.

Strategy: Computers purchased in the last 3 years will receive annual updates.

Description: All computers over 3 years old will be upgraded from Tiger OSX to Leopard OSX for the 2009 school year.

Activity: Computers are upgraded with new software, additional memory, and plugins as determined necessary by current curriculum.

Description: Computers will be upgraded as needed.

Person Responsible Timeline for Implementation Resources

None Selected Start: 1/1/2007 -
Finish: Ongoing

Status: Not Started — Overdue

Strategy: Computers returned with damages will be assessed to determine the feasibility of repairs.

Description:

Activity: Computers are removed from inventory, if they are not repairable.

Description: Any computers not fit for use will be removed from service for consideration of repair. If the computers are deemed not fit for use, they will be permanently removed from service.

Person Responsible Timeline for Implementation Resources

None Selected Start: 9/1/2009 -
Finish: Ongoing

Status: Not Started — Overdue

Activity: Repairs are performed in house if possible.

Description: Our Technology Department Service Technician has recently become Apple Repair Certified. All repairs will be performed in house, when applicable.

Person Responsible Timeline for Implementation Resources

None Selected Start: 9/1/2009 \$5,000.00
Finish: Ongoing

Status: Not Started — Overdue

Activity: Repairs are sent out for machines under warranty.

Description: Repairs are only sent out when they cannot be fixed in house.

Person Responsible Timeline for Implementation Resources

None Selected Start: 1/1/2007 \$2,258.00
Finish: Ongoing

Status: Not Started — Overdue

Budget

Potential Budget for a NEW plan report that will span 7/1/2013 to 6/30/2016

There is currently no budget created for these years.

Potential Budget for an AMENDMENT to the currently approved plan report that spans 7/1/2010 to 6/30/2013.

Funding Source	2010-2011	2011-2012	2012-2013	Total
010 - ADMINISTRATIVE BUDGET	\$39,200.00	\$39,200.00	\$0.00	\$78,400.00
Grand Total	\$39,200.00	\$39,200.00	\$0.00	\$78,400.00

Goal: MATHEMATICS

At least 56% of all students will be proficient in Mathematics, as measured by the annual state-wide PSSA assessments.

Student attainment of at least the 67% level in the math portion of the PSSA Assessment	2010-2011	2011-2012	2012-2013	Total	Funding Source
Teachers will use Elluminate and whiteboard technologies for direct instruction.	\$19,600.00	\$19,600.00	\$0.00	\$39,200.00	010 - ADMINISTRATIVE BUDGET
Subtotal	\$19,600.00	\$19,600.00	\$0.00	\$39,200.00	

Goal: READING

At least 63% of all students will be proficient in Reading, as measured by the annual state-wide PSSA assessments.

Student attainment of at least the 72% performance level in the reading portion of the PSSA Assessment.	2010-2011	2011-2012	2012-2013	Total	Funding Source
Teachers will use Elluminate and whiteboard technologies for direct instruction.	\$19,600.00	\$19,600.00	\$0.00	\$39,200.00	010 - ADMINISTRATIVE BUDGET
Subtotal	\$19,600.00	\$19,600.00	\$0.00	\$39,200.00	

Grand Total	\$39,200.00	\$39,200.00	\$0.00	\$78,400.00	
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Amounts that are struck through are not included in totals because they are from duplicated activities.

Staff Development

- SusQ-Cyber Charter School offers in-house, in-service training and funding for continuous professional development. Professional development activities will be overseen by the Curriculum Coordinator and Technology Coordinator. The staff and administration are provided with 15 in-service days per school year. Professional

development is integrated throughout the school year. Training funds are available and staff and faculty must realize that learning new skills will help faculty and staff professionally and increase their effectiveness within the infrastructure of the school. The A.D.D.I.E (Analyze, Design, Develop, Implement, and Evaluate) model will be followed in regard to technology at SusQ-Cyber Charter School. Ideally, a combination of both in-house and outside providers will service the needs of our faculty and staff. The training budget and in-service days will keep the staff up to date on recent technological developments. Courses are available at the CSIU, PDE, local universities, through on-site staff, and via other vendors. Continuing education and in-service days will ensure the delivery of teaching and learning innovations. In-house classes or seminars are conducted on an as-needed basis and are usually held during scheduled in-service days. Through collaboration with peers, (via Elluminate), staff is able to interact and share teaching and learning opportunities. All service providers offer the latest technology training and product updates as they become available or necessary.

Monitoring

The Technology Coordinator and Curriculum Coordinator will share responsibilities in monitoring activities associated with this plan. Activities will be monitored through remote observations, surveys, and consultations. SusQ-Cyber Charter School is an on-line learning school. Technology use is a necessary daily activity in our learning environment. SusQ-Cyber Charter is one of the most technologically advanced schools in the state of Pennsylvania. A technology integration plan will provide feedback as to whether technology has been effectively used by our staff and students.

Evaluation

Before the current educational technology report expires, administration of SusQ-Cyber Charter School will review the current plan to determine whether goals were achieved. A report will be issued and provided to the CEO and Board members. Faculty and staff will be surveyed to help determine the plan's effectiveness. Student data will be evaluated to also help determine the effectiveness of the plan.

Average open time this month

Tickets opened between 07/19/19 12:00 am and 09/19/19 12:00 am

	Open	Awaiting info from user	Pending	Closed	Cancelled	Resolved	Total
System Administrator	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0
Ryan Craig	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 20:01 Tickets : 5	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 20:01 Tickets : 5
Jarrad Yuhas	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0
Unassigned	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0
Total	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 20:01 Tickets : 5	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 0:00 Tickets : 0	Avg Open Time : 20:01 Tickets : 5

Attendance Process

1. Teachers take attendance in class/recordings/work submission
 - a. In afternoon, Google voice messages sent for students not logged in
 - b. For chronic absenteeism, a message will be sent either for current day or previous absence. Parent will not receive more than one message per day.
2. Daily attendance is taken 2 days after class occurrence.
 - a. Google voice messages sent for students who were marked unexcused or illegal
3. For students over compulsory age if they have 3 consecutive absences a non-attendance letter is generated.
 - a. Patti signs the letter and it's mailed
 - b. Copy goes in the file
 - c. Once a student reaches 10 consecutive days, consult Patti whether or not to drop student
4. On Tuesday, for all students, Absence Warning letters are generated for anyone who had a full day's unexcused or illegal absence during the previous week.
 - a. Patti reviews letters then mailed
 - b. Students/parents have 3 days to submit written excuses for the absences, otherwise they become permanent
5. On Tuesday, for students under the age of compulsory attendance truancy letters are generated for 2 weeks prior
 - a. If a student has 3 illegal absences, a truancy letter is mailed home and a SAIP meeting is scheduled
 - b. SAIP meeting is held
 - c. If a student reaches 6 illegal absences, a 2nd truancy letter is mailed home
 - d. On the 7th illegal absence the process is started for the county/school district of residence (see Google spreadsheet)
 - e. Once the above process is followed and truancy charges need to be filed, Kim will file with the local magistrate and attend the truancy hearing
6. Once a student reaches 3 unexcused/illegal days, a SAIP meeting is scheduled.

SusQ-Cyber Charter School
"Pennsylvania's First Cyber Charter School"
240 Market Street Box 1A Suite 15
Bloomsburg, PA 17815
Phone: (570) 245-0252 (Attendance)
Fax: (570) 245-0246

September 30, 2019

██████████ DOB ██████████ aged ██████ years ██████ months, was absent from the SusQ-Cyber Charter School on the following dates:

full days 09/16/2019 | 09/17/2019 .

Written excuses have NOT been submitted for these absences. If acceptable excuses are not submitted, and the student is over 17 years of the age, the student will be marked unexcused. When a student is 17 years old and has been absent 10 consecutive days without presenting a valid excuse, the PA Dept. of Education has directed that cyber schools must drop the student for non-attendance.

If the student is under 17 years of age the student will be marked illegal and may be reported to Children and Youth for truancy per the direction of the PA Dept. of Education. Subsequently, the student and parents can be prosecuted.

Excuses are available on the school website, www.susqcyber.org, in the parent portal and may be completed and submitted online. Excuses must be submitted within 3 days. If you have any questions, please call 570-245-0252 X1013 or toll free at 866-370-1226 or email amcginley@susqcyber.org.

Amanda McGinley
Student Services Support Staff

Copy to Student and Parent



RE: [REDACTED]

September 30, 2019

You are hereby notified that your child has violated the attendance laws of the Commonwealth of Pennsylvania. We will be contacting your home school district, Shamokin Area School District, and requesting that they send you a Notice of Illegal Absence.

This request is being issued because [REDACTED] aged [REDACTED] years [REDACTED] months, has been cumulatively absent from school three days or more. Cumulative dates of absence are: full days 09/06/2019 | 09/10/2019 | 09/11/2019. Such absence without lawful excuse is a violation of the Compulsory Attendance Laws of the Commonwealth of Pennsylvania. You are therefore notified to return said child to attendance in school at once and show lawful reason to the undersigned for said child's absence. Failure on your part to do this makes you liable to the penalty imposed by the Pennsylvania School Code.

Penalties for Truancy - Act 29 - 1995

Act 29 of special Session #1 of 1995 extensively revises provisions for truancy. The law raises the fine placed on parents for truancy to \$300 and requires parents to pay court costs or be sentenced to complete a parenting education program. Under the act, both the truant child and the parents would have to appear at a hearing by the district justice. If the parents show that they took reasonable steps to ensure the attendance of the child, they will not be convicted of a summary offense. If the parents are not convicted and the child continues to be truant, the child will be fined up to \$300 or be assigned to an adjudication alternative program.

Other provisions allow a district justice to suspend a sentence given to the parent or child if the child is no longer habitually truant. A district justice may order the parents to perform community service for up to six months. The new law also grants to state, municipal, port authority, transit authority, housing authority, or school police officers the same arrest powers as attendance officers and home and school visitors. In addition, Act 29 removes from truant juveniles their vehicle operating privileges for 90 days for a first offense and six months for a second, while juveniles who are unlicensed are prohibited from applying for a learner's permit for 90 days (first offense) and six months (second offense), commencing upon their 16th birthday. Finally, students and parents involved with home education programs are exempt from the provisions of the act.

A copy of the entire text is available upon request.

Patricia A. Leighow
CEO, SusQ-Cyber Charter School

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Enrollment	65	Incidents Involving Local Law Enforcement	0
Incidents	0	Total Arrests	0
Offenders	0	Assignments to Alternative Education	0

Misconduct Categories

Misconduct Type	Incidents Associated with the Misconduct	Percent of Total Incidents	Incidents per 100 Students
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* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Weapon Detection

Weapon Detection Method	Incidents Associated with the Weapon Detection Method	Percent of Total Incidents	Incidents per 100 Students
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* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS

School Year: 2018-2019

Offender Demographics

Age	Offenders	Percent of Total Offenders
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Grade	Offenders	Percent of Total Offenders
-------	-----------	----------------------------

Gender	Offenders	Percent of Total Offenders
--------	-----------	----------------------------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS

School Year: 2018-2019

Race / Ethnicity / Status Category

Race or Ethnicity	Offenders	Percent of Total Offenders
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Offender Status	Offenders	Percent of Total Offenders
-----------------	-----------	----------------------------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Incident Place and Time

Incident Place	Incident Time Frame	Total
----------------	---------------------	-------

Sanctions

School Sanction Type	Total
----------------------	-------

Adjudication

Adjudication	Total
--------------	-------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Remedial Programs

Remedial Program	Total
------------------	-------

Parental Involvement

Type of Parental Involvement	Total
------------------------------	-------

School Security Staff

School Security Staff	Total
-----------------------	-------

Injuries

No Data Available

School Security Staff from District Fact

Security Staff from District Fact	Count
CPR	0
FIREARMS	0
FIRSTAID	0
LOCAL	0
MPOETC	0
NASRO	0
TOTAL	0
WEAPON	0

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Expulsions by Grade
No Data Available

Expulsions by Race
No Data Available

Expulsions by Gender
No Data Available

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS

School Year: 2018-2019

Out-of-School Suspensions by Grade

No Data Available

Out-of-School Suspensions by Race

No Data Available

Out-of-School Suspensions by Gender

No Data Available

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Habitual Truancy by Grade

	Total	Truancy Rate
009	9	13.85
010	21	32.31
011	18	27.69
012	16	24.62
Total	64	98.46

Habitual Truancy by Race

	Total	Truancy Rate
Black / African American (not Hispanic)	4	6.15
Hispanic (any race)	3	4.62
Multi-Racial	2	3.08
White / Caucasian (not Hispanic)	55	84.62
Total	64	98.46

Habitual Truancy by Gender

Gender	Total	Truancy Rate
Female	42	64.62
Male	22	33.85
Total	64	98.46

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

AUN	LEA	Count of Locations (excluding 9999)	Number of Locations (excluding non-school location 9999) with AEDs	Total Number of AEDs reported in the LEA (includes AEDs reported for non-school location 9999)	Number of Locations (excluding non-school location 9999) without AEDs
116493130	Susq-Cyber CS	2	1	1	1

Safe Schools ACS and LEA Profile

School Year: 2018-2019
LEA: Susq-Cyber CS

PA Department of Education
Office for Safe Schools
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Primary email: ra-edsafeschoolsrep@pa.gov

Due Date: July 31, 2019

Local law enforcement agency with jurisdiction over the school entity: *Bloomsburg Town Police*
NOTE: IF MULTIPLE LOCAL LAW ENFORCEMENT (LLE) AGENCIES HAVE JURISDICTION OVER THE SCHOOL ENTITY, IN THIS CASE YOU ARE REQUIRED TO SUBMIT A SCHOOL-LEVEL ACS FOR EACH SCHOOL CERTIFIED BY THE APPROPRIATE LLE WITH JURISDICTION.

Data Contact Person:

Name: *Terri Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 X1002*

Fax: *570-245-0255*

TL Initial to indicate data and associated validation reports were reviewed

IT Contact Person:

Name: *Terri Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 X1002*

Fax: *570-245-0255*

TL Initial to indicate all batch details were reviewed and all messages were addressed as necessary

I certify that in accordance with 24 PS 13-1303-A, I have reviewed the Safe Schools – School Report for the school entity listed above and that the information provided on the files and summarized on the above School Safety Report is correct and true to the best of my knowledge and was prepared in accordance with the Pennsylvania Information Management System (PIMS).

I certify that in accordance with 24 PS 13-1303-A, I have reviewed the Safe Schools – School Report for the school entity listed above and that the information provided on the files and summarized on the above School Safety Report is correct and true to the best of my knowledge and was prepared in accordance with the Pennsylvania Information Management System (PIMS).

Check this box if there is more than one local Enforcement Agency with jurisdiction in your district. The signed individual School's ACS are attached.

Chief LEA Administrator's Signature <i>Patricia Leighow</i>	Date: <i>6/17/19</i>
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I certify that in accordance with 24 PS 1303-A (B.1), I have reviewed the Safe Schools – School Report for the school entity listed above, that the school entity listed above is in my department's jurisdiction, and that the information provided on the files and summarized on the above School Safety Report accurately reflects our police incident data.

Chief Law Enforcement Officer Signature: Printed name: <i>Leonard Rogutski</i> Police department: <i>Bloomsburg Police</i> Contact information: Telephone: Email: <i>trogutski@bloomsburgpa.org</i>	Date: <i>6-17-19.</i>
--	---------------------------------

Check this box if the Local Law Enforcement Agency fails to review and provide notification of the accuracy of its incident data to the above report as required by 24 PS 1303-A (B.1).

Chief LEA Administrator's Signature <i>Patricia Leighow</i>	Date: <i>6/17/19</i>
---	--------------------------------

Note: This Signature is not Required If you Have Multiple Law Enforcement Agencies And Each Individual School ACS is attached.

Safe Schools ACS and LEA Profile

School Year: 2018-2019

LEA: Susq-Cyber CS

Due Date: July 31, 2019

PA Department of Education

Office for Safe Schools

333 Market Street, 5th Floor

Harrisburg, PA 17126-0333

Primary email: ra-edsafeschoolsrep@pa.gov

Policy # 305

The following forms must be completed by all new employees:

Act 24 of 2011 and Act 82 of 2012 Arrest and Certification Form

Act 29 form

Act 34-Pennsylvania State Police Request for Criminal Records Check

Act 114-Federal Criminal History Record Information

Act 151-Department of Human Services Child Abuse History Clearance

Previous employers are sent the attached letter along with the form to be completed:

Act 168 Commonwealth of PA Sexual Misconduct/Abuse Disclosure letter - this letter is sent to previous employers along with form.

SUSQ-CYBER CHARTER SCHOOL
240 Market St., Box 1A, Suite 15
Bloomsburg, PA 17815

PLEASE TAKE A MOMENT TO RESPOND TO THIS VERY IMPORTANT REQUEST FOR INFORMATION.

Under Act 29 of 1994, we are required to account for SusQ-Cyber Charter School employees hired after June 30, 1994 and who have previously worked for a school entity in Pennsylvania.

Name (print or type) _____

Prior to July 1, 1994, did you ever work for a public school district, intermediate unit or vocational technical school in any capacity for any length of time, in the Commonwealth of Pennsylvania?

____ YES

____ NO

Signature

Date

ARREST/CONVICTION REPORT AND CERTIFICATION FORM
(under Act 24 of 2011 and Act 82 of 2012)

Section 1. Personal Information

Full Legal Name: _____

Date of Birth: ____/____/____

Other names by which you have been identified: _____

Section 2. Arrest or Conviction

By checking this box, I state that I have NOT been arrested for or convicted of any Reportable Offense.

By checking this box, I report that I have been arrested for or convicted of an offense or offenses enumerated under 24 P.S. §§1-111(e) or (f.1) ("Reportable Offense(s)"). See Page 3 of this Form for a list of Reportable Offenses.

Details of Arrests or Convictions

For each arrest for or conviction of any Reportable Offense, specify in the space below (or on additional attachments if necessary) the offense for which you have been arrested or convicted, the date and location of arrest and/or conviction, docket number, and the applicable court.

Section 3. Child Abuse

By checking this box, I state that I have NOT been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

By checking this box, I report that I have been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

Section 4. Certification

By signing this form, I certify under penalty of law that the statements made in this form are true, correct and complete. I understand that false statements herein, including, without limitation, any failure to accurately report any arrest or conviction for a Reportable Offense, shall subject me to criminal prosecution under 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Signature

Date

LIST OF REPORTABLE OFFENSES

- **A reportable offense enumerated under 24 P.S. §1-111(e) consists of any of the following:**
 - (1) An offense under one or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:
 - Chapter 25 (relating to criminal homicide)
 - Section 2702 (relating to aggravated assault)
 - Section 2709.1 (relating to stalking)
 - Section 2901 (relating to kidnapping)
 - Section 2902 (relating to unlawful restraint)
 - Section 2910 (relating to luring a child into a motor vehicle or structure)
 - Section 3121 (relating to rape)
 - Section 3122.1 (relating to statutory sexual assault)
 - Section 3123 (relating to involuntary deviate sexual intercourse)
 - Section 3124.1 (relating to sexual assault)
 - Section 3124.2 (relating to institutional sexual assault)
 - Section 3125 (relating to aggravated indecent assault)
 - Section 3126 (relating to indecent assault)
 - Section 3127 (relating to indecent exposure)
 - Section 3129 (relating to sexual intercourse with animal)
 - Section 4302 (relating to incest)
 - Section 4303 (relating to concealing death of child)
 - Section 4304 (relating to endangering welfare of children)
 - Section 4305 (relating to dealing in infant children)
 - A felony offense under section 5902(b) (relating to prostitution and related offenses)
 - Section 5903(c) or (d) (relating to obscene and other sexual materials and performances)
 - Section 6301(a)(1) (relating to corruption of minors)
 - Section 6312 (relating to sexual abuse of children)
 - Section 6318 (relating to unlawful contact with minor)
 - Section 6319 (relating to solicitation of minors to traffic drugs)
 - Section 6320 (relating to sexual exploitation of children)
 - (2) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as “The Controlled Substance, Drug, Device and Cosmetic Act.”
 - (3) An offense SIMILAR IN NATURE to those crimes listed above in clauses (1) and (2) under the laws or former laws of:
 - the United States; or
 - one of its territories or possessions; or
 - another state; or
 - the District of Columbia; or
 - the Commonwealth of Puerto Rico; or
 - a foreign nation; or
 - under a former law of this Commonwealth.
- **A reportable offense enumerated under 24 P.S. §1-111(f.1) consists of any of the following:**
 - (1) An offense graded as a felony offense of the first, second or third degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (10) ten years has elapsed from the date of expiration of the sentence for the offense.
 - (2) An offense graded as a misdemeanor of the first degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (5) five years has elapsed from the date of expiration of the sentence for the offense.
 - (3) An offense under 75 Pa.C.S. § 3802(a), (b), (c) or (d) (relating to driving under influence of alcohol or controlled substance) graded as a misdemeanor of the first degree under 75 Pa.C.S. § 3803 (relating to grading), if the person has been previously convicted of such an offense and less than (3) three years has elapsed from the date of expiration of the sentence for the most recent offense.

(Date)

TO: Human Resources

FROM: Terri Lazar

RE.: Employment History Review

Dear Employer,

Enclosed is a Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Release form. You are the current or former employer of the individual named on the attached form. This individual is now under consideration for a position with our school. As indicated on the form, you are asked to complete Section 2 to verify certain employment history of the named individual within twenty (20) business days. Specifically, we are asking you to verify the individual's dates of employment and certain information regarding abuse or sexual misconduct.

In order to expedite the completed form, you can scan and email it to tlazar@susqcyber.org.

Thank you for your assistance.

Terri Lazar
Executive Assistant to the CEO

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Incident Place and Time

Incident Place	Incident Time Frame	Total
----------------	---------------------	-------

Sanctions

School Sanction Type	Total
----------------------	-------

Adjudication

Adjudication	Total
--------------	-------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Remedial Programs

Remedial Program	Total
------------------	-------

Parental Involvement

Type of Parental Involvement	Total
------------------------------	-------

School Security Staff

School Security Staff	Total
-----------------------	-------

Injuries

No Data Available

School Security Staff from District Fact

Security Staff from District Fact	Count
CPR	0
FIREARMS	0
FIRSTAID	0
LOCAL	0
MPOETC	0
NASRO	0
TOTAL	0
WEAPON	0

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Expulsions by Grade

No Data Available

Expulsions by Race

No Data Available

Expulsions by Gender

No Data Available

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS

School Year: 2018-2019

Out-of-School Suspensions by Grade

No Data Available

Out-of-School Suspensions by Race

No Data Available

Out-of-School Suspensions by Gender

No Data Available

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Habitual Truancy by Grade

	Total	Truancy Rate
009	9	13.85
010	21	32.31
011	18	27.69
012	16	24.62
Total	64	98.46

Habitual Truancy by Race

	Total	Truancy Rate
Black / African American (not Hispanic)	4	6.15
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Total	64	98.46

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Gender	Total	Truancy Rate
Female	42	64.62
Male	22	33.85
Total	64	98.46

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

AUN	LEA	Count of Locations (excluding 9999)	Number of Locations (excluding non-school location 9999) with AEDs	Total Number of AEDs reported in the LEA (includes AEDs reported for non-school location 9999)	Number of Locations (excluding non-school location 9999) without AEDs
116493130	Susq-Cyber CS	2	1	1	1

Safe Schools ACS and LEA Profile

School Year: 2018-2019
LEA: Susq-Cyber CS

PA Department of Education
Office for Safe Schools
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Primary email: ra-edsafeschoolsrep@pa.gov

Due Date: July 31, 2019

Local law enforcement agency with jurisdiction over the school entity: *Bloomsburg Town Police*
NOTE: IF MULTIPLE LOCAL LAW ENFORCEMENT (LLE) AGENCIES HAVE JURISDICTION OVER THE SCHOOL ENTITY, IN THIS CASE YOU ARE REQUIRED TO SUBMIT A SCHOOL-LEVEL ACS FOR EACH SCHOOL CERTIFIED BY THE APPROPRIATE LLE WITH JURISDICTION.

Data Contact Person:

Name: *Terri Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 X1002*

Fax: *570-245-0255*

IT Contact Person:

Name: *Terri Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 X1002*

Fax: *570-245-0255*

TL Initial to indicate data and associated validation reports were reviewed

TL Initial to indicate all batch details were reviewed and all messages were addressed as necessary

I certify that in accordance with 24 PS 13-1303-A, I have reviewed the Safe Schools – School Report for the school entity listed above and that the information provided on the files and summarized on the above School Safety Report is correct and true to the best of my knowledge and was prepared in accordance with the Pennsylvania Information Management System (PIMS).

I certify that in accordance with 24 PS 13-1303-A, I have reviewed the Safe Schools – School Report for the school entity listed above and that the information provided on the files and summarized on the above School Safety Report is correct and true to the best of my knowledge and was prepared in accordance with the Pennsylvania Information Management System (PIMS).

Check this box if there is more than one local Enforcement Agency with jurisdiction in your district. The signed individual School's ACS are attached.

Chief LEA Administrator's Signature <i>Patricia Leighow</i>	Date: <i>6/17/19</i>
---	-----------------------------

I certify that in accordance with 24 PS 1303-A (B.1), I have reviewed the Safe Schools – School Report for the school entity listed above, that the school entity listed above is in my department's jurisdiction, and that the information provided on the files and summarized on the above School Safety Report accurately reflects our police incident data.

Chief Law Enforcement Officer Signature: <i>Leonard Rogutski</i> Printed name: <i>Leonard Rogutski</i> Police department: <i>Bloomsburg Police</i> Contact information: Telephone: Email: <i>lrugutski@bloomsburgpa.org</i>	Date: <i>6-17-19.</i>
---	---------------------------------

Check this box if the Local Law Enforcement Agency fails to review and provide notification of the accuracy of its incident data to the above report as required by 24 PS 1303-A (B.1).

Chief LEA Administrator's Signature <i>Patricia Leighow</i>	Date: <i>6/13/19</i>
---	--------------------------------

Note: This Signature is not Required If you Have Multiple Law Enforcement Agencies And Each Individual School ACS is attached.

Safe Schools ACS and LEA Profile

School Year: 2018-2019

LEA: Susq-Cyber CS

Due Date: July 31, 2019

PA Department of Education

Office for Safe Schools

333 Market Street, 5th Floor

Harrisburg, PA 17126-0333

Primary email: ra-edsafeschoolsrep@pa.gov

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Enrollment	65	Incidents Involving Local Law Enforcement	0
Incidents	0	Total Arrests	0
Offenders	0	Assignments to Alternative Education	0

Misconduct Categories

Misconduct Type	Incidents Associated with the Misconduct	Percent of Total Incidents	Incidents per 100 Students
-----------------	--	----------------------------	----------------------------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Weapon Detection

Weapon Detection Method	Incidents Associated with the Weapon Detection Method	Percent of Total Incidents	Incidents per 100 Students
-------------------------	---	----------------------------	----------------------------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Offender Demographics

Age	Offenders	Percent of Total Offenders
-----	-----------	----------------------------

Grade	Offenders	Percent of Total Offenders
-------	-----------	----------------------------

Gender	Offenders	Percent of Total Offenders
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* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Race / Ethnicity / Status Category

Race or Ethnicity	Offenders	Percent of Total Offenders
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Offender Status	Offenders	Percent of Total Offenders
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* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Enrollment	65	Incidents Involving Local Law Enforcement	0
Incidents	0	Total Arrests	0
Offenders	0	Assignments to Alternative Education	0

Misconduct Categories

Misconduct Type	Incidents Associated with the Misconduct	Percent of Total Incidents	Incidents per 100 Students
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* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Weapon Detection

Weapon Detection Method	Incidents Associated with the Weapon Detection Method	Percent of Total Incidents	Incidents per 100 Students
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* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Offender Demographics

Age	Offenders	Percent of Total Offenders
-----	-----------	----------------------------

Grade	Offenders	Percent of Total Offenders
-------	-----------	----------------------------

Gender	Offenders	Percent of Total Offenders
--------	-----------	----------------------------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Race / Ethnicity / Status Category

Race or Ethnicity	Offenders	Percent of Total Offenders
-------------------	-----------	----------------------------

Offender Status	Offenders	Percent of Total Offenders
-----------------	-----------	----------------------------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Incident Place and Time

Incident Place	Incident Time Frame	Total
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Sanctions

School Sanction Type	Total
----------------------	-------

Adjudication

Adjudication	Total
--------------	-------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Remedial Programs

Remedial Program	Total
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Parental Involvement

Type of Parental Involvement	Total
------------------------------	-------

School Security Staff

School Security Staff	Total
-----------------------	-------

Injuries

No Data Available

School Security Staff from District Fact

Security Staff from District Fact	Count
CPR	0
FIREARMS	0
FIRSTAID	0
LOCAL	0
MPOETC	0
NASRO	0
TOTAL	0
WEAPON	0

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Expulsions by Grade

No Data Available

Expulsions by Race

No Data Available

Expulsions by Gender

No Data Available

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS

School Year: 2018-2019

Out-of-School Suspensions by Grade

No Data Available

Out-of-School Suspensions by Race

No Data Available

Out-of-School Suspensions by Gender

No Data Available

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Habitual Truancy by Grade

	Total	Truancy Rate
009	9	13.85
010	21	32.31
011	18	27.69
012	16	24.62
Total	64	98.46

Habitual Truancy by Race

	Total	Truancy Rate
Black / African American (not Hispanic)	4	6.15
Hispanic (any race)	3	4.62
Multi-Racial	2	3.08
White / Caucasian (not Hispanic)	55	84.62
Total	64	98.46

Habitual Truancy by Gender

Gender	Total	Truancy Rate
Female	42	64.62
Male	22	33.85
Total	64	98.46

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

AUN	LEA	Count of Locations (excluding 9999)	Number of Locations (excluding non-school location 9999) with AEDs	Total Number of AEDs reported in the LEA (includes AEDs reported for non-school location 9999)	Number of Locations (excluding non-school location 9999) without AEDs
116493130	Susq-Cyber CS	2	1	1	1

Safe Schools ACS and LEA Profile

School Year: 2018-2019
LEA: Susq-Cyber CS

PA Department of Education
Office for Safe Schools
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Primary email: ra-edsafeschoolsrep@pa.gov

Due Date: July 31, 2019

Local law enforcement agency with jurisdiction over the school entity: *Bloomsburg Town Police*
NOTE: IF MULTIPLE LOCAL LAW ENFORCEMENT (LLE) AGENCIES HAVE JURISDICTION OVER THE SCHOOL ENTITY, IN THIS CASE YOU ARE REQUIRED TO SUBMIT A SCHOOL-LEVEL ACS FOR EACH SCHOOL CERTIFIED BY THE APPROPRIATE LLE WITH JURISDICTION.

Data Contact Person:

Name: *Terril Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 X1002*

Fax: *570-245-0255*

TL Initial to indicate data and associated validation reports were reviewed

IT Contact Person:

Name: *Terril Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 X1002*

Fax: *570-245-0255*

TL Initial to indicate all batch details were reviewed and all messages were addressed as necessary

I certify that in accordance with 24 PS 13-1303-A, I have reviewed the Safe Schools – School Report for the school entity listed above and that the information provided on the files and summarized on the above School Safety Report is correct and true to the best of my knowledge and was prepared in accordance with the Pennsylvania Information Management System (PIMS).

I certify that in accordance with 24 PS 13-1303-A, I have reviewed the Safe Schools – School Report for the school entity listed above and that the information provided on the files and summarized on the above School Safety Report is correct and true to the best of my knowledge and was prepared in accordance with the Pennsylvania Information Management System (PIMS).

[] Check this box if there is more than one local Enforcement Agency with jurisdiction in your district. The signed individual School's ACS are attached.

Chief LEA Administrator's Signature *Patricia Leighow* **Date:** *6/17/19*
Printed name: *Patricia Leighow*

I certify that in accordance with 24 PS 1303-A (B.1), I have reviewed the Safe Schools – School Report for the school entity listed above, that the school entity listed above is in my department's jurisdiction, and that the information provided on the files and summarized on the above School Safety Report accurately reflects our police incident data.

Chief Law Enforcement Officer Signature: *Leonard Rogotski* **Date:** *6-17-19*
Printed name: *Leonard Rogotski*
Police department: *Bloomsburg Police*
Contact information: Telephone:
Email: *trocutski@bloomsburgpa.org*

[] Check this box if the Local Law Enforcement Agency fails to review and provide notification of the accuracy of its incident data to the above report as required by 24 PS 1303-A (B.1).

Chief LEA Administrator's Signature *Patricia Leighow* **Date:** *6/13/19*
Printed name: *Patricia Leighow*

Note: This Signature is not Required If you Have Multiple Law Enforcement Agencies And Each Individual School ACS is attached.

Safe Schools ACS and LEA Profile

School Year: 2018-2019

LEA: Susq-Cyber CS

Due Date: July 31, 2019

PA Department of Education

Office for Safe Schools

333 Market Street, 5th Floor

Harrisburg, PA 17126-0333

Primary email: ra-edsafeschoolsrep@pa.gov

Bus Evacuation Drill ACS and Security Drill Certification

School Year: 2018-2019
LEA: Susq-Cyber CS-116493130

PA Department of Education
Office for Safe Schools
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Primary email: ra-edsafeschoolsrep@pa.gov

Due Date: May 10, 2019

Data Contact Person:

Name: *Terri Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 x1002*

Fax: *570-245-0255*

TL Initial to indicate data and associated validation reports were reviewed

IT Contact Person:

Name: *Terri Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 x1002*

Fax: *570-245-0255*

TL Initial to indicate all batch details were reviewed and all messages were addressed as necessary

Bus Evacuation Drill Summary

Total Locations Including 0000 and 9999	3
Total Locations with No Bus	3
Total Locations with Fall Drill	0
Total Locations with March Drill	0

I certify that in accordance with 24 PS 15-1517 that all schools using or contracting for school buses for the transportation of school children have conducted two emergency school bus evacuation drills on school grounds during the school year, the first to be conducted during the first week of the first school term and the second during the month of March. Each such drill did include the practice and instruction concerning the location, use and operation of emergency exit doors and fire extinguishers and the proper evacuation of buses in the event of fires or accidents. Information provided on the files and summarized on the above School Safety Report is correct and true to the best of my knowledge and was prepared in accordance with the Pennsylvania Information Management System (PIMS).

Chief LEA Administrator's Signature Printed name: <i>Catherine Lopez</i>	Date: <i>3/7/19</i>
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Security Drill Certification (If the security drill was not conducted as required, do not complete this section.)

I certify that in accordance with 24 PS 15-1517 that within ninety (90) days of the commencement of the school year, one security drill was conducted in in each school building in place of a required fire drill. I understand that each required security drill is to be reported in PIMS on the Location Fact Template for Fire and Security Drills.

Chief LEA Administrator's Signature Printed name:	Date:
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Bus Evacuation Drill ACS and Security Drill Certification

School Year: 2018-2019
LEA: Susq-Cyber CS-116493130

PA Department of Education
Office for Safe Schools
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Primary email: ra-edsafeschoolsrep@pa.gov

Due Date: May 10, 2019

Note: Do not submit form PDE-4101. This ACS replaces the PDE 4101.

Bus Evacuation Drill ACS and Security Drill Certification

LEA: Susq-Cyber CS-116493130

School Year : 2018-2019

Bus Evacuation Drill Detail Report

School	School Name	First Day	No Bus	Fall Date	March Date	Fall Date Comment	March Date Comment
0000	Susq-Cyber CS	Sep 4, 2018	Y			Does not bus students	Does not bus students
7567	Susq-Cyber CS	Sep 4, 2018	Y			Does not bus students	Does not bus students
9999	Susq-Cyber CS		Y			Does not bus students	Does not bus students

AED Location Fact Details

LEA: Susq-Cyber CS-116493130

School Year : 2018-2019

AUN	LEA	School ID	REPORTING DATE	Measure Category 1	Measure Category 2	CONDITION	PRIMARY MEASURE TYPE	Indicator	SERVICE DATE	DATE INSPECTION EXPIRES
116493130	Susq-Cyber CS	7567	Jun 30, 2019	AED	AED01	GOOD	INDICATOR	Y	Sep 1, 2014	May 1, 2020

AED Location Fact Details

LEA: Susq-Cyber CS-116493130

School Year : 2018-2019

PLACEMENT
NURSES DESK

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Incident Place and Time

Incident Place	Incident Time Frame	Total
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Sanctions

School Sanction Type	Total
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Adjudication

Adjudication	Total
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* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Remedial Programs

Remedial Program	Total
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Parental Involvement

Type of Parental Involvement	Total
------------------------------	-------

School Security Staff

School Security Staff	Total
-----------------------	-------

Injuries

No Data Available

School Security Staff from District Fact

Security Staff from District Fact	Count
CPR	0
FIREARMS	0
FIRSTAID	0
LOCAL	0
MPOETC	0
NASRO	0
TOTAL	0
WEAPON	0

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Expulsions by Grade

No Data Available

Expulsions by Race

No Data Available

Expulsions by Gender

No Data Available

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS

School Year: 2018-2019

Out-of-School Suspensions by Grade

No Data Available

Out-of-School Suspensions by Race

No Data Available

Out-of-School Suspensions by Gender

No Data Available

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Habitual Truancy by Grade

	Total	Truancy Rate
009	9	13.85
010	21	32.31
011	18	27.69
012	16	24.62
Total	64	98.46

Habitual Truancy by Race

	Total	Truancy Rate
Black / African American (not Hispanic)	4	6.15
Hispanic (any race)	3	4.62
Multi-Racial	2	3.08
White / Caucasian (not Hispanic)	55	84.62
Total	64	98.46

Habitual Truancy by Gender

Gender	Total	Truancy Rate
Female	42	64.62
Male	22	33.85
Total	64	98.46

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

AUN	LEA	Count of Locations (excluding 9999)	Number of Locations (excluding non-school location 9999) with AEDs	Total Number of AEDs reported in the LEA (includes AEDs reported for non-school location 9999)	Number of Locations (excluding non-school location 9999) without AEDs
116493130	Susq-Cyber CS	2	1	1	1

Safe Schools ACS and LEA Profile

School Year: 2018-2019
LEA: Susq-Cyber CS

PA Department of Education
Office for Safe Schools
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Primary email: ra-edsafeschoolsrep@pa.gov

Due Date: July 31, 2019

Local law enforcement agency with jurisdiction over the school entity: *Bloomsburg Town Police*
NOTE: IF MULTIPLE LOCAL LAW ENFORCEMENT (LLE) AGENCIES HAVE JURISDICTION OVER THE SCHOOL ENTITY, IN THIS CASE YOU ARE REQUIRED TO SUBMIT A SCHOOL-LEVEL ACS FOR EACH SCHOOL CERTIFIED BY THE APPROPRIATE LLE WITH JURISDICTION.

Data Contact Person:

Name: *Terri Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 X1002*

Fax: *570-245-0255*

IT Contact Person:

Name: *Terri Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 X1002*

Fax: *570-245-0255*

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TL Initial to indicate all batch details were reviewed and all messages were addressed as necessary

I certify that in accordance with 24 PS 13-1303-A, I have reviewed the Safe Schools – School Report for the school entity listed above and that the information provided on the files and summarized on the above School Safety Report is correct and true to the best of my knowledge and was prepared in accordance with the Pennsylvania Information Management System (PIMS).

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Check this box if there is more than one local Enforcement Agency with jurisdiction in your district. The signed individual School's ACS are attached.

Chief LEA Administrator's Signature <i>Patricia Leighow</i>	Date: <i>6/17/19</i>
---	-----------------------------

I certify that in accordance with 24 PS 1303-A (B.1), I have reviewed the Safe Schools – School Report for the school entity listed above, that the school entity listed above is in my department's jurisdiction, and that the information provided on the files and summarized on the above School Safety Report accurately reflects our police incident data.

Chief Law Enforcement Officer Signature: <i>Leonard Rogutski</i> Printed name: <i>Leonard Rogutski</i> Police department: <i>Bloomsburg Police</i> Contact information: Telephone: Email: <i>lroutski@bloomsburgpa.org</i>	Date: <i>6-17-19.</i>
--	---------------------------------

Check this box if the Local Law Enforcement Agency fails to review and provide notification of the accuracy of its incident data to the above report as required by 24 PS 1303-A (B.1).

Chief LEA Administrator's Signature <i>Patricia Leighow</i>	Date: <i>6/13/19</i>
---	--------------------------------

Note: This Signature is not Required If you Have Multiple Law Enforcement Agencies And Each Individual School ACS is attached.

Safe Schools ACS and LEA Profile

School Year: 2018-2019

LEA: Susq-Cyber CS

Due Date: July 31, 2019

PA Department of Education

Office for Safe Schools

333 Market Street, 5th Floor

Harrisburg, PA 17126-0333

Primary email: ra-edsafeschoolsrep@pa.gov

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Enrollment	65	Incidents Involving Local Law Enforcement	0
Incidents	0	Total Arrests	0
Offenders	0	Assignments to Alternative Education	0

Misconduct Categories

Misconduct Type	Incidents Associated with the Misconduct	Percent of Total Incidents	Incidents per 100 Students
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* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Weapon Detection

Weapon Detection Method	Incidents Associated with the Weapon Detection Method	Percent of Total Incidents	Incidents per 100 Students
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* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Offender Demographics

Age	Offenders	Percent of Total Offenders
-----	-----------	----------------------------

Grade	Offenders	Percent of Total Offenders
-------	-----------	----------------------------

Gender	Offenders	Percent of Total Offenders
--------	-----------	----------------------------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Race / Ethnicity / Status Category

Race or Ethnicity	Offenders	Percent of Total Offenders
-------------------	-----------	----------------------------

Offender Status	Offenders	Percent of Total Offenders
-----------------	-----------	----------------------------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Enrollment	65	Incidents Involving Local Law Enforcement	0
Incidents	0	Total Arrests	0
Offenders	0	Assignments to Alternative Education	0

Misconduct Categories

Misconduct Type	Incidents Associated with the Misconduct	Percent of Total Incidents	Incidents per 100 Students
-----------------	--	----------------------------	----------------------------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Weapon Detection

Weapon Detection Method	Incidents Associated with the Weapon Detection Method	Percent of Total Incidents	Incidents per 100 Students
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* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Offender Demographics

Age	Offenders	Percent of Total Offenders
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Grade	Offenders	Percent of Total Offenders
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Gender	Offenders	Percent of Total Offenders
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Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Race / Ethnicity / Status Category

Race or Ethnicity	Offenders	Percent of Total Offenders
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Offender Status	Offenders	Percent of Total Offenders
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Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Incident Place and Time

Incident Place	Incident Time Frame	Total
----------------	---------------------	-------

Sanctions

School Sanction Type	Total
----------------------	-------

Adjudication

Adjudication	Total
--------------	-------

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Remedial Programs

Remedial Program	Total
------------------	-------

Parental Involvement

Type of Parental Involvement	Total
------------------------------	-------

School Security Staff

School Security Staff	Total
-----------------------	-------

Injuries

No Data Available

School Security Staff from District Fact

Security Staff from District Fact	Count
CPR	0
FIREARMS	0
FIRSTAID	0
LOCAL	0
MPOETC	0
NASRO	0
TOTAL	0
WEAPON	0

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Expulsions by Grade

No Data Available

Expulsions by Race

No Data Available

Expulsions by Gender

No Data Available

* Categories with zero values are not shown on this report.

Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS

School Year: 2018-2019

Out-of-School Suspensions by Grade

No Data Available

Out-of-School Suspensions by Race

No Data Available

Out-of-School Suspensions by Gender

No Data Available

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Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

Habitual Truancy by Grade

	Total	Truancy Rate
009	9	13.85
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011	18	27.69
012	16	24.62
Total	64	98.46

Habitual Truancy by Race

	Total	Truancy Rate
Black / African American (not Hispanic)	4	6.15
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Total	64	98.46

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Safe Schools ACS and LEA Profile

LEA: Susq-Cyber CS
School Year: 2018-2019

AUN	LEA	Count of Locations (excluding 9999)	Number of Locations (excluding non-school location 9999) with AEDs	Total Number of AEDs reported in the LEA (includes AEDs reported for non-school location 9999)	Number of Locations (excluding non-school location 9999) without AEDs
116493130	Susq-Cyber CS	2	1	1	1

Safe Schools ACS and LEA Profile

School Year: 2018-2019
LEA: Susq-Cyber CS

PA Department of Education
Office for Safe Schools
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Primary email: ra-edsafeschoolsrep@pa.gov

Due Date: July 31, 2019

Local law enforcement agency with jurisdiction over the school entity: *Bloomsburg Town Police*
NOTE: IF MULTIPLE LOCAL LAW ENFORCEMENT (LLE) AGENCIES HAVE JURISDICTION OVER THE SCHOOL ENTITY, IN THIS CASE YOU ARE REQUIRED TO SUBMIT A SCHOOL-LEVEL ACS FOR EACH SCHOOL CERTIFIED BY THE APPROPRIATE LLE WITH JURISDICTION.

Data Contact Person:

Name: *Terril Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 X1002*

Fax: *570-245-0255*

TL Initial to indicate data and associated validation reports were reviewed

IT Contact Person:

Name: *Terril Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 X1002*

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[] Check this box if there is more than one local Enforcement Agency with jurisdiction in your district. The signed individual School's ACS are attached.

Chief LEA Administrator's Signature *Patricia Leighow* **Date:** *6/17/19*
Printed name: *Patricia Leighow*

I certify that in accordance with 24 PS 1303-A (B.1), I have reviewed the Safe Schools – School Report for the school entity listed above, that the school entity listed above is in my department's jurisdiction, and that the information provided on the files and summarized on the above School Safety Report accurately reflects our police incident data.

Chief Law Enforcement Officer Signature: *Leonard Rogotski* **Date:** *6-17-19*
Printed name: *Leonard Rogotski*
Police department: *Bloomsburg Police*
Contact information: Telephone:
Email: *trocutski@bloomsburgpa.org*

[] Check this box if the Local Law Enforcement Agency fails to review and provide notification of the accuracy of its incident data to the above report as required by 24 PS 1303-A (B.1).

Chief LEA Administrator's Signature *Patricia Leighow* **Date:** *6/13/19*
Printed name: *Patricia Leighow*

Note: This Signature is not Required If you Have Multiple Law Enforcement Agencies And Each Individual School ACS is attached.

Safe Schools ACS and LEA Profile

School Year: 2018-2019

LEA: Susq-Cyber CS

Due Date: July 31, 2019

PA Department of Education

Office for Safe Schools

333 Market Street, 5th Floor

Harrisburg, PA 17126-0333

Primary email: ra-edsafeschoolsrep@pa.gov

Bus Evacuation Drill ACS and Security Drill Certification

School Year: 2018-2019
LEA: Susq-Cyber CS-116493130

PA Department of Education
Office for Safe Schools
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Primary email: ra-edsafeschoolsrep@pa.gov

Due Date: May 10, 2019

Data Contact Person:

Name: *Terri Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 x1002*

Fax: *570-245-0255*

TL Initial to indicate data and associated validation reports were reviewed

IT Contact Person:

Name: *Terri Lazar*

Email: *tlazar@susqcyber.org*

Phone: *570-245-0252 x1002*

Fax: *570-245-0255*

TL Initial to indicate all batch details were reviewed and all messages were addressed as necessary

Bus Evacuation Drill Summary

Total Locations Including 0000 and 9999	3
Total Locations with No Bus	3
Total Locations with Fall Drill	0
Total Locations with March Drill	0

I certify that in accordance with 24 PS 15-1517 that all schools using or contracting for school buses for the transportation of school children have conducted two emergency school bus evacuation drills on school grounds during the school year, the first to be conducted during the first week of the first school term and the second during the month of March. Each such drill did include the practice and instruction concerning the location, use and operation of emergency exit doors and fire extinguishers and the proper evacuation of buses in the event of fires or accidents. Information provided on the files and summarized on the above School Safety Report is correct and true to the best of my knowledge and was prepared in accordance with the Pennsylvania Information Management System (PIMS).

Chief LEA Administrator's Signature Printed name: <i>Catherine Lopez</i>	Date: <i>3/7/19</i>
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Security Drill Certification (If the security drill was not conducted as required, do not complete this section.)

I certify that in accordance with 24 PS 15-1517 that within ninety (90) days of the commencement of the school year, one security drill was conducted in in each school building in place of a required fire drill. I understand that each required security drill is to be reported in PIMS on the Location Fact Template for Fire and Security Drills.

Chief LEA Administrator's Signature Printed name:	Date:
--	-------

Bus Evacuation Drill ACS and Security Drill Certification

School Year: 2018-2019
LEA: Susq-Cyber CS-116493130

PA Department of Education
Office for Safe Schools
333 Market Street, 5th Floor
Harrisburg, PA 17126-0333
Primary email: ra-edsafeschoolsrep@pa.gov

Due Date: May 10, 2019

Note: Do not submit form PDE-4101. This ACS replaces the PDE 4101.

Bus Evacuation Drill ACS and Security Drill Certification

LEA: Susq-Cyber CS-116493130

School Year : 2018-2019

Bus Evacuation Drill Detail Report

School	School Name	First Day	No Bus	Fall Date	March Date	Fall Date Comment	March Date Comment
0000	Susq-Cyber CS	Sep 4, 2018	Y			Does not bus students	Does not bus students
7567	Susq-Cyber CS	Sep 4, 2018	Y			Does not bus students	Does not bus students
9999	Susq-Cyber CS		Y			Does not bus students	Does not bus students

AED Location Fact Details

LEA: Susq-Cyber CS-116493130

School Year : 2018-2019

AUN	LEA	School ID	REPORTING DATE	Measure Category 1	Measure Category 2	CONDITION	PRIMARY MEASURE TYPE	Indicator	SERVICE DATE	DATE INSPECTION EXPIRES
116493130	Susq-Cyber CS	7567	Jun 30, 2019	AED	AED01	GOOD	INDICATOR	Y	Sep 1, 2014	May 1, 2020

AED Location Fact Details

LEA: Susq-Cyber CS-116493130

School Year : 2018-2019

PLACEMENT
NURSES DESK

**Employee Policy #314
Physical Examination / TB Tests**

Purpose:

In order to certify the fitness of employees to discharge efficiently the duties they will be performing, and to protect the health of students and staff from transmission of communicable diseases, physical examination of all employees will be required prior to beginning employment.

Definition:

A physical examination shall mean a general examination conducted by a licensed physician.

Guidelines:

- After receiving an offer of employment but prior to beginning employment, all candidates shall undergo a medical examination, as required by law.
- The Board requires that all employees undergo a tuberculosis examination upon initial employment, in accordance with regulations of the Pennsylvania Department of Health.
- The Board shall accept an affidavit in lieu of an examination where circumstances warrant such action.
- Any employees who were employed prior to implementation of this policy must have an employment physical completed and placed in their files.

Delegation of Responsibility:

- The results of all required medical examinations shall be made known to the CEO on a confidential basis and discussed with the employee.
- Medical records shall be kept in a file separate from the employee's personnel file.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #209 Health Examinations

Purpose:

The SusQ-Cyber Charter School (Charter School) is required by the School Code to ensure that the requirements of the Department of Public Health and mandated health regulations are followed.

Guidelines:

- The Board of Trustees shall require that students in the Charter School submit to health examinations. Each student shall receive a comprehensive health examination if one was not completed prior to enrollment. All 11th grade students must have a physical examination.
- A private examination conducted by the family physician and at parent's expense will be accepted in lieu of the school examination if completed within one year of the 11th grade. The school may conduct the examinations if the parent is unwilling to provide.
- For each student transferring to the Charter School the certified school nurse or designee shall request the health records from the transferring district.
- The individual records of health examinations shall be maintained as a confidential record subject to statute and the policies of this charter school.
- A student who presents a statement signed by his/her parent or guardian that a medical examination is contrary to his/her religious belief shall be examined only when the Secretary of Health determines that the student presents a substantial health menace to the health of other persons.
- Where it appears to school health officials or teachers that a child deviates from normal growth and development, or where school examinations reveal conditions requiring health or dental care, the parent or guardian of the child shall be informed of the recommendation to consult a private dentist or physician. The parents shall be required to report to the school the action taken subsequent to such notification. When the parents or guardians inform the school of financial inability to provide an examination, the school shall advise them of availability of public assistance. Where no action is taken, the school may conduct further examinations.
- Parents and guardians of children who are to be examined shall be notified of such examinations. The notice shall include the date and location of the examinations.
- When any parent, guardian, or student refuses to present evidence of the required 11th grade physical examination by their private physician and also refuses to consent or appear for a physical examination by the school physician, it shall be considered a refusal to abide by the PA Department of Health mandated rules and will result in the student being excluded from school for the next school year until the examination is properly recorded. In the case of seniors who have not complied with the 11th grade examination, their graduation may be delayed pending the submission of the record of this required examination.

Delegation of Responsibility:

The CEO shall be delegated with the responsibility to carry out this policy.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #210 Medication Policy

Purpose:

- The SusQ-Cyber Charter School (“Charter School”) recognizes that students who receive prescription medication on a daily basis may have to continue this schedule when present at school.
- For purpose of this policy, medication shall include all medicines prescribed by a physician and over-the-counter medicines.
- Before medications may be administered to or by any student while present at school, the school shall require:
 - Any prescription medication must be accompanied by a written physician order and parent permission specifically stating medication may be administered at school.
 - The physician order should include the purpose of the medication, dosage, time at which or special circumstances under which the administration shall be administered, length of period for which medication is prescribed, and possible side effects of medication.
 - Any over the counter medication must be accompanied by a written request or recorded verbal authorization from the parent/guardian giving permission for such administration and relieving the school and its employees of liability for administration of medications.

Procedures:

- The school nurse or designee will assess the student’s ability to self-administer the medication. The assessment shall include the student’s ability to:
 - a. Respond to and visually recognize his/her name.
 - b. Identify his/her medication
 - c. Measure, pour, and or administer the prescribed dosage.
 - d. Inform school nurse of use of medication.
 - e. Demonstrate a cooperative attitude in all aspects of self-administration.
- The school nurse will document the order, and student’s self-administration of prescribed medication on the student’s individual health record.

Medication Administration for School - The administration of prescribed medication in accordance with the direction of a parent or physician to a student while present at the school will only be permitted when failure to take such medication would jeopardize the health of the student or the student would not be able to attend school if the medication were not made available during school hours.

Guidelines:

- The Charter School will include policy in the handbook so all parents/guardians, students, and staff are informed about policy and procedures governing the administration of medications.

- Prescription medication brought to school must be in the original container dispensed by a pharmacy or a physician. The container label should state the student's name, date, name of medication, dosage, and time to be given and placed in the custody of the school nurse, CEO or CEO's designee for security purposes.
- A request for long-term administration of medication at school must be updated at the beginning of each school year.
- Over-the-counter FDA-approved medication may be administered only at the dosage specified on the label unless a physician's order specifies otherwise.
- Medication to be given while at school must be delivered directly to the school nurse or CEO's designee immediately upon the student's arrival at school. It cannot be stored in desks, lockers or backpacks unless there is written permission for self-administration.
- All medication should be secured in a locked area in the health office.
- A confidential written record is to be kept on each student receiving medication including the date, time, name of medication, dose, route of administration, by whom it was administered and any side effects. This is the responsibility of the school nurse.
- Any medications that must be kept in the student's possession for immediate use (such as inhalers or EpiPens) shall be used in accordance with Policy 210.2.

Delegation of Responsibility:

The CEO shall ensure that students are informed of these guidelines and any additional regulations which may be needed to enforce these guidelines and the parent shall discuss these issues with the school nurse as needed.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #210.1
Medication Policy for Field Trips

Purpose:

The SusQ-Cyber Charter School recognizes that the field trip experience is a valuable asset to the school's curriculum. It is also aware that students who receive prescription medication on a daily basis may have to continue this schedule when away from the school environment.

Guidelines:

- Because a nurse may not be present on a field trip, it may be necessary for the student to self-administer his/her medication during the time away from the school.
- Parents are permitted to accompany their child on field trips if deemed necessary to monitor special health concerns or to administer prescription medication.
- If this is not possible, they must sign a release permitting their child to self-administer the medication.
- Students are permitted to carry properly labeled prescription medication with them on the field trip.

Delegation of Responsibility:

The CEO shall ensure that students are informed of these guidelines and any additional regulations which may be needed to enforce these guidelines and the parent shall discuss these issues with the school nurse.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #210.2
Possession and Use of Asthma Inhaler/EpiPen

Purpose:

- The SusQ-Cyber Charter School (“Charter School”) recognizes the need for emergency medical treatment of students with asthma and severe allergies. Therefore, this policy addresses the issue of students carrying an inhaler and/or EpiPen to self medicate in an emergency situation.
- The choice is always for medical professionals to administer treatment, however, there is always the circumstance when it may be necessary for the student to self-administer his/her medication during an emergency. In all cases, the school nurse is the best source of direction and support for students in these situations.

Definitions:

- **Asthma inhaler** shall mean a prescribed device used for self-administration of short-acting, metered doses of prescribed medication to prevent or treat an acute asthma attack.
- **EpiPen** shall mean a prescribed device used for self-administration of short-acting, metered doses of medication to treat an acute allergic reaction.
- **Self-administration** shall mean a student’s use of medication in accordance with a prescription or written instructions from a physician, certified registered nurse practitioner or physician assistant.

Guidelines:

A student that desires to possess and self-administer a prescribed asthma inhaler or EpiPen must:

- Provide to the school nurse a physician’s order stating that the student is capable to self administer the inhaler at school, along with the name of the medication, the dosage, the times when the medication is to be taken and the diagnosis or reason the medicine is needed unless the reason should remain confidential.
- Written permission from guardian/parent that the school complies with the order of the physician. The note shall include a statement relieving the school entity or any school employee of any responsibility for the benefits or consequences of the prescribed medication when it is parent-authorized and acknowledging that the school entity bears no responsibility for ensuring that the medication is taken.
- Asthma inhalers and EpiPens can be sent with a responsible individual, such as a parent/guardian, teacher, or responsible student, on field trips and school activities.
- The student shall be made aware that the asthma inhaler and EpiPen are intended for his/her use only and may not be shared with other students.
- The student shall notify the school nurse or designee immediately following use of an EpiPen.
- Violations of this policy by a student shall result in immediate confiscation of the asthma inhaler and medication or EpiPen and loss of privileges.
- The Charter School reserves the right to require a statement from the physician (MD or DO)/PA-C/CRNP or designee for the continued use of a medication beyond the specified time period. Permission for possession and use of an asthma inhaler or EpiPen by a student shall be effective for the school year for which it is granted and shall be renewed each subsequent school year.

SusQ-Cyber Charter School
240 Market Street, Box 1A, Suite 15
Bloomsburg, PA 17815



STUDENT - PARENT
HANDBOOK
2019 - 2020

Phone: 570-245-0252
Toll Free: 866-370-1226
Fax: 570-245-0246

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Mission Statement

The SusQ-Cyber Charter School utilizes innovative technology and research-based curriculum to deliver student-centered learning, while providing accountability and flexibility in a safe, inclusive environment.

Belief Statement

The Board of Trustees of the SusQ-Cyber Charter School has adopted the following belief statement:

- All students can learn.
- Each student is a valued individual with unique physical, social, emotional, and intellectual needs.
- Students learn in different ways and should be provided with a variety of instructional approaches to support their learning.
- Teachers, administrators, parents and the community share the responsibility for advancing the school's mission.
- Exceptional students require special services and resources.
- Curriculum and instructional practices should incorporate a variety of learning activities to accommodate differences in learning styles.
- Ongoing professional development of staff is vital.

Vision Statement

The SusQ-Cyber Charter School, in collaboration with parents and community, will provide a quality education to assist students in the development and achievement of their post-secondary goals, empowering life-long learners and contributors to a global society.

FACILITY LOCATIONS

Administrative Office:

The administrative office is located in the Bloomsburg Technology Center, 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA.

Business Office:

The business office is located in the Bloomsburg Technology Center, 240 Market Street, Box 1A, Suite 15, Bloomsburg, PA.

Policies

I. Policy #201.1 TRANSFER OF STUDENTS EXPELLED OR SUSPENDED BY OTHER SCHOOL DISTRICTS

The Board of Trustees recognizes that students who have been expelled from other school districts may attempt to enroll in the SusQ-Cyber Charter School (“Charter School”). These students may pose a threat to the educational environment and/or the safety of the students and staff of the Charter School. The Board shall recognize, and give full faith and credit to the expulsion or suspension which has been imposed by another school district to an incoming student, if it is determined that the school from which the student transferred, properly imposed the expulsion or suspension. A due process hearing may be held if requested by the parent.

Definitions:

For the purposes of this policy: “Charter School” means SusQ-Cyber Charter School; “transferor district” or “the transferor district” means the last school district at which a student was enrolled before that student attempted to enroll at SusQ-Cyber Charter School.

Guidelines:

- No student who transfers into the Charter School may begin regular classes if that student has been expelled from the transferor district. A student who transfers to the Charter School after being expelled by the transferor district shall be designated an expelled student by the Charter School. If the student is designated an expelled student by the Charter School due to an expulsion imposed by the transferor district then that student and his/her parents or guardians shall be entitled to a formal hearing.
- If the transferring student is entitled to a full hearing, the hearing shall be conducted following the due process requirements in Board Policy #218, Student Discipline.
- An expelled student will only be enrolled in the Charter School and permitted to schedule classes upon the direct written request of the Superintendent of the expelling district.
- If a student has been suspended by the transferor district, and that suspension has not been fully served by the student, the Charter School shall require that the student serve the remainder of the suspension imposed by the transferor district.
- If the student is required to serve the remainder of a disciplinary suspension which is more than three (3) days and less than ten (10) days, that student and the student’s parents or guardians are entitled to an informal hearing.
- The purpose of the hearing, whether informal or formal, is not to reevaluate whether or not the suspension or expulsion imposed upon the student was warranted based on the findings of facts made by the School Board of the transferor school district. Rather, the purpose of the hearing is to determine the legitimacy of the action of the transferor district.

II. Policy #235 STUDENT RESPONSIBILITIES

Student responsibilities include regular school attendance, conscientious effort in the course

work, and following school rules and regulations. Students share with the cyber school staff a responsibility to maintain a climate within the school program that is conducive to learning. No student has the right to interfere with the education of his/her fellow students. It is the responsibility of each student to respect the rights of teachers, students, administrators and all others who are involved in the cyber educational process.

Guidelines:

Students should express their ideas and opinions in a respectful manner. It is the responsibility of the students to abide by the following when on-line or at any school site or any school-related function:

- Be aware of all rules and regulations for student behavior and conduct themselves in accordance with them.
- Students should assume that until a rule is waived, altered, or repealed in writing, it is in effect.
- Volunteer information in matters relating to the health, safety, and welfare of the school and community and the protection of school property.
- Dress and groom to meet fair standards of safety and health, and to not cause substantial disruption to the educational processes.
- Assist the school staff in operating a safe school for all students enrolled therein.
- Comply with Commonwealth and local laws.
- Exercise proper care when using public facilities and school equipment.
- Attend school daily, maintain attendance logs and be on time for all school functions.
- Make up work when absent from school.
- Pursue and attempt to complete satisfactorily the courses of study prescribed by the Commonwealth and the charter school.
- Report accurately and not use indecent or obscene language in student newspapers or publications.

III. Policy #217 GRADUATION REQUIREMENTS

SusQ-Cyber Charter School (“Charter School”) is authorized by the Pennsylvania Department of Education. Graduation from the Charter School must be in accordance with the graduation standards established by the Department of Education and the Charter of the SusQ-Cyber Charter School.

Guidelines:

In order to graduate from the Charter School, a student must earn a minimum of 22.25 credits during the 9th, 10th, 11th, and 12th grades. Specific course areas are:

- Language Arts-----4 credits
- Mathematics-----4 credits
- Science-----4 credits
- Social Studies-----4 credits
- Health and Wellness-----0.5 credits
- Physical Education-----1 credit
- Career Readiness-----0.25 per year of enrollment
- Electives-----4.5 credits (will include a minimum of one family consumer science, arts, or humanities course)

Total credits required-----22.25 – 23.0 credits

Notes:

1. Algebra or Geometry taken in 7th or 8th grade may be counted toward high school credits and may be counted toward math credits required for graduation.
2. Foreign Language, either level 1 or 2, taken in 8th grade may be counted toward high school credits and may be counted as elective credits required for graduation.
3. Beginning with the Class of 2022, students must demonstrate their proficiency by passing the required state Keystone Exams, or passing the state Project Based Assessment (PBA).
4. Any student who enrolls in the Charter School during the senior year who is transferring sufficient credits to meet all the credit requirements must attend the Charter School as a full time student and take a full load of classes to be eligible to graduate with a Charter School diploma.
5. Students may participate in graduation provided they have met the graduation requirements or will meet the requirements by the successful completion of a maximum of two (2) credit recovery courses and have met all obligations.

Credits for Promotion:

- Promotion to 10th grade – 5.5 credits
- Promotion to 11th grade – 11 credits
- Promotion to 12th grade – 16.5 credits
- To graduate – 22.25 – 23.0 credits

Grading System:

A = 92 – 100 B = 83-91 C = 74-82 D = 65-73 F = 64 or below

Honor Roll:

Academic achievement shall be recognized by SCCS. Students will be recognized quarterly.

- Honor Roll recognition will be granted to a student who maintains a quarterly average of 87 on all courses as determined by the standards of the course provider.
- High Honor Roll recognition will be granted to a student who maintains a quarterly average of 95 on all courses as determined by the standards of the course provider.

National Honor Society:

Beginning with the 2015-2016 school year, a National Honor Society Chapter will be established. Eligibility requirements and bylaws will be determined and published once the committee adopts them. The Chapter will be overseen by an advisor, selected by the principal, and a committee of five faculty members.

IV. Policy #204 ATTENDANCE POLICY

SusQ-Cyber Charter School (Charter School) students are required to log in every day. When a student misses school they are marked absent and parent/guardian must submit a written excuse within three school days of the date of absence (unless student is emancipated). Phone calls, emails and/or letters will be utilized to notify parents of the absence. A maximum of 10 days of excused absences will be accepted from a parent per

school year. All absences after 10 days must be accompanied by a medical excuse. Students will have three days from the date of the last absence to complete and submit work missed.

Excused Absences

- *Illness or Injury.* An absence resulting from illness or injury, which prevents the student from being physically able to participate in school. Any student missing more than three consecutive school days due to illness or injury requires a note from a physician.
- *Medical or Dental Appointments.* An absence resulting from a medical (health care or therapy) or dental appointment for the student. Students and parents should make every effort to schedule appointments outside of the school day. Notice should be given to the attendance clerk prior to the absence, except in the case of an emergency.
- *Death in the Immediate Family.* An absence resulting from the death of a member of the student's immediate family. The immediate family of a student includes, but is not necessarily limited to, parents, grandparents, brothers and sisters.
- *Court or Administrative Proceedings.* An absence resulting from the attendance of a student at the proceedings of a court or an administrative tribunal if the student is a party to the action or under subpoena as a witness. Written proof requiring attendance must be provided, such as a copy of the subpoena.
- *Observance of a Religious Holiday.* Upon written parental request, an absence may be excused if the tenets of a bona fide religion, to which a student or his/her parent adhere, require observance of a religious event. Prior written notification (form is in the Parent Portal) shall be provided and approved by the CEO.
- *Educational Opportunities or Family Educational Trips.* An absence may be excused when it is demonstrated that the purpose of the absence is to take advantage of a valid educational opportunity. Prior written notification (form is in the Parent Portal) shall be provided and approved by the CEO. Educational Opportunities or Family Educational Trips are subject to the following rules:
 - Not to exceed two in one school year.
 - Not to be scheduled during state testing windows.
 - Not to be scheduled during the last two weeks of a semester.
 - Students are expected to complete work during the trip when internet access is available.
- *Urgent Reasons.* An absence resulting from an urgent reason may be excused. The Charter School shall strictly construe the term "urgent reason" as it applies to such absences and such excuse does not permit irregular attendance.
- *No Internet Access or Power Outage.* Parents must notify attendance clerk or technical support the day of the technical difficulties.

Unlawful Absence

- Any day that the student has not logged in, that is not determined to be legal or excused, will be considered an unexcused/illegal absence.^[11]^[SEP] The following reasons for absences are illegal and unexcused:
 - Truancy
 - Lack of transportation
 - Educational trips not approved in advance
 - Shopping
 - Birthday or other celebration

- Hunting, fishing, or attending sporting events
 - Gainful employment
 - Sleeping in
 - Babysitting
 - Any other reason not listed in the Excused Absences section.
- The student's parent/guardian must present a valid excuse within 3 school days of the student's return from an absence.

Attendance Notification

- Parents/guardians will be notified of absences via phone call, email and/or letter.
- Parents/guardians are responsible to check PowerSchool for attendance daily.
- Parents/guardians should call attendance clerk the day of absence.
- Parents/guardians must submit an excuse form (found in the Parent Portal) or medical excuse within three days.
- An absence becomes Unexcused (for students over compulsory school age) or Illegal (for students under compulsory school age) when an excuse is not received after three days.
- After three Unexcused or Illegal days parents are notified to attend a mandatory School Attendance Improvement Plan (SAIP) meeting.
- After three Illegal (for students under compulsory school age) days a truancy notice is sent to the parent/guardian. If, after the first notice, the student is Illegal for three more days a certified truancy letter will be sent to the parent.
- If, after attending a SAIP, the student continues to be Unexcused (for students over compulsory school age) for ten consecutive days, he/she may be removed from the Charter School and the student's home school district will be notified.
- If, after attending a SAIP, the student continues to be illegally absent (for students under compulsory school age) truancy prosecution will be pursued, in coordination with the student's home school district.
- If, after truancy prosecution, the student continues to be illegally absent (for students under compulsory school age) for ten or more consecutive school days, or upon order of the court, the student may be removed from the Charter School's rolls per state law (22 Pa. Code 11.24).

School Attendance Improvement Plan

- A School Attendance Improvement Plan (SAIP) is a school-family conference used to address chronic absences and/or academic difficulties. The attendance clerk, teacher or other school staff, can recommend students for a SAIP.
- Issues addressed should include but not be limited to:
 - Appropriateness of the student's educational environment
 - Possible elements of the school environment that inhibit student success
 - Student's current academic level and needs
 - Social, emotional, physical, mental and behavioral health issues
 - Issues concerning family and home environment
 - Any other issues affecting the student's success
- These are important meetings for the student's continued success therefore the attendance by student and parent/guardian is mandatory.
- If it is deemed necessary by administration, a meeting with student, parent/guardian, administration and a member of the Board of Trustees may be required.

Academic Privileges:

Students in grades 10 through 12 will have the opportunity to earn the academic privilege of working independently. At certain times during the school year, grades will be reviewed. If a student is maintaining an average of an 83% in a course that does not provide remediation for a standardized test, the student will be able to work independently in that course. It will be the student's responsibility to submit their work on the day that it is due. Work must be submitted for the previous week no later than 8 am on the proceeding Monday. Should that Monday be a holiday on the approved school calendar, the work will be due no later than 8 am on the next regularly scheduled school day. Additionally, in order to receive attendance credit, students must contact their mentor weekly to discuss their current academic standing. Should a student fall below an 83% for the course at any given time during the semester, the student will be required to attend that class for a minimum of the balance of the marking period regardless if the student should bring their grade above an 83% at any point during that marking period. Evaluation dates for independent status are as follows:

- The fourth Monday of September
- The mid-way point of the second and third semesters
- The end of each marking period

VI. FIELD TRIPS and Policy #210.1 Medication Policy for Field Trips

The SusQ-Cyber Charter School recognizes that the field trip experience is a valuable asset to the school's curriculum. It is also aware that students who receive prescription medication on a daily basis may have to continue this schedule when away from the school environment.

Guidelines:

- Because a nurse may not be present on a field trip, it may be necessary for the student to self-administer his/her medication during the time away from the school.
- Parents are permitted to accompany their child on field trips if deemed necessary to monitor special health concerns or to administer prescription medication.
- If this is not possible, they must sign a release permitting their child to self-administer the medication.
- Students are permitted to carry properly labeled prescription medication with them on the field trip.

VII. Policy #216 STUDENT RECORDS

School's collect and maintain many and various student records and as custodians of collected records are responsible to ensure that access to such personally identifiable student records is safeguarded under the protections of confidentiality guaranteed by the Family Educational Rights and Privacy Act of 1974 ("FERPA") and all associated regulations. FERPA is a federal law designed to ensure parents and students access to education records and to limit disclosure to others for unauthorized purposes. This policy makes adherence to these regulations a responsibility of the SusQ-Cyber Charter School ("Charter School").

Authority:

The Charter School Board of Trustees is governed by the Disabilities Education Act ("IDEA"),

and “FERPA” which requires the confidentiality of personally identifiable information for children with disabilities. The Charter School must fully inform parents about the requirements of this policy in the native language of the parent including: a description of the children about whom information is maintained, types of information recorded, how the information will be gathered (including sources), how the information will be used, how it will be stored, retained, disclosed to third parties and destroyed. The rights of parents and children regarding this information including rights guaranteed under FERPA must be published or announced in newspapers or other media, or both with circulation adequate to notify parents throughout the charter school area of the activity prior to any major identification, screening, location, or evaluation activity is conducted.

Guidelines: Student Records are very broadly defined at 34 CFR §99.3 to include, with enumerated exceptions, records directly related to a student and maintained by an educational agency or institution or by a party acting for the agency or institution. The Charter School maintains records on all students, which include:

- Directory information,
- Medical history and immunization records
- Academic records
 - Grade transcripts
 - Course information and progress reports
 - Letters regarding academic progress
 - Standardized test results including IQ tests, achievement tests and PSSA tests results
 - Placement records
 - Attendance records
- Discipline records
- Court orders and custody memoranda
- Records related to special education services including: requests to evaluate, psychological evaluations, CER’s, IEP’s, reevaluations, records of meetings and hearings, and NOREP’s

Record Use:

- Directory information is used to identify students and to provide identifying information as to name, address, telephone number, date and place of birth, sex, major field of study, activities, dates of attendance, degrees and awards and past schooling.
- Medical records are maintained by the school nurse and are used to ensure that students are properly immunized, maintain height, weight, vision and hearing screenings as part of the student’s health records which may help detect health problems as they develop, and to provide awareness of medical conditions.
- Academic records are maintained to track the student’s educational progress and to prepare the records for graduation and post graduation transcripts.
- Attendance records are maintained to permit the Charter School to prepare state reports for attendance and district tuition reimbursement.
- Discipline records are maintained as a record of discipline incidence that also are used to prepare state reports regarding incidence of violence, smoking, drug use as non- personally identifiable data. They also are used for background supporting information for future discipline hearings, which may be held if required by future discipline problems.

- Court orders and custody memoranda are maintained to direct the Charter School regarding parent of record and custody issues.
- Special Education Records are maintained and used to record that all proper procedural safeguards have been employed in the assessment and placement of students and include assessments and evaluations relative to the student.

Storage:

Educational Record Storage is to be maintained as follows:

- Directory Information – not generally considered harmful or an invasion of privacy if released. Will be available as part of public record – stored in general files
- Locked nurse’s file – Medical records
- Locked student file – Academic records, grade transcripts, course information and progress reports, letters regarding academic progress, standardized test results including IQ tests achievement tests and PSSA test results, academic placement records, attendance records, discipline records, court orders and custody memoranda
- Locked Special Education Files – Records related to special education services including requests to evaluate, psychological evaluations, CER’s, IEP’s reevaluations, records of meetings and hearings, and NOREP’s.

Disclosure:

- Disclosure to Third Parties – A parent or eligible student must provide signed and dated written consent before the cyber school may disclose personally identifiable information from the students educational records
- Exceptions to the prior consent rule are set forth at 34 CFR §99.31 and should be consulted each time a disclosure question arises.
- Directory information will be exchanged between districts and may be released as requested by military recruiters, the media, etc.
- Parents and students will be informed that release of directory information is possible.

Access :

- Access to records – Access to identifiable, confidential, educational records will be restricted to the staff who need access to such records in order to perform education services for the student.
- Parents or eligible students may review these logs.

Parent :

The Charter School shall permit parents to access inspect and review any education records relating to their child that is collected, maintained, or used by the Charter School under 34 CFR part 300. The Charter School will comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to §§ 300.507 and 300.521-300.528, and in no case more than 45 days after the request has been made.

Correction of Records:

- A parent or eligible student may request that records they believe to be incorrect or inaccurate be amended.
- The Charter School shall decide if the record should be amended and will inform the

- parent.
- The parent may request a hearing if the Charter School decides the amendment is not warranted.
- If the hearing determines the record should be amended the record will be amended.
- If the hearing determines the record should not be amended the parent shall have the right to attach a statement that will be maintained along with the record and disclosed with the record.

VIII. Policy #224 CARE OF SCHOOL PROPERTY

Caring for school equipment and the loaned equipment is vital to the operation of the SusQ-Cyber Charter School. Each student is loaned computer equipment that may exceed \$1,000 in value.

Guidelines:

- Students are responsible for the proper care of all school property, books, computers, supplies, equipment, etc.
- Altering, bypassing or reverse-engineering any school equipment or software is strictly prohibited.
- Students who disfigure property, or do other damage to school property, will be required to pay for the damage done or replace the item.
- Computers and books are loaned to students for their use in their educational program.
- Computers are only for the use of the student.
- Computers and books are to be returned at the completion of the school term or when the student leaves the program.
- Failure to return computers could subject the student and parent to legal consequences.
- Students will be billed for damages, which are seen as deliberate or careless.

IX. Policy #205 CHANGE OF ADDRESS

It is vitally important for the SusQ-Cyber Charter School (“Charter School”) to maintain up-to-date records regarding student’s addresses and phone numbers.

Guidelines:

- Any change of student address or phone number, or parental/guardian address or phone number change, must be reported to the Charter School office.
- Change of residence from one sending school district to another must be immediately submitted to the Charter School so proper district billing is maintained.

X. Policy #209 HEALTH EXAMINATIONS

The SusQ-Cyber Charter School (Charter School) is required by the School Code to ensure that the requirements of the Department of Public Health and mandated health regulations are followed.

Guidelines:

- The Board of Trustees shall require that students in the Charter School submit to health examinations. Each student shall receive a comprehensive health examination if one was

not completed prior to enrollment. All 11th grade students must have a physical examination.

- A private examination conducted by the family physician and at parent's expense will be accepted in lieu of the school examination if completed within one year of the 11th grade. The school may conduct the examinations if the parent is unwilling to provide.
- For each student transferring to the Charter School the certified school nurse or designee shall request the health records from the transferring district.
- The individual records of health examinations shall be maintained as a confidential record subject to statute and the policies of this charter school.
- A student who presents a statement signed by his/her parent or guardian that a medical examination is contrary to his/her religious belief shall be examined only when the Secretary of Health determines that the student presents a substantial health menace to the health of other persons.
- Where it appears to school health officials or teachers that a child deviates from normal growth and development, or where school examinations reveal conditions requiring health or dental care, the parent or guardian of the child shall be informed of the recommendation to consult a private dentist or physician. The parents shall be required to report to the school the action taken subsequent to such notification. When the parents or guardians inform the school of financial inability to provide an examination, the school shall advise them of availability of public assistance. Where no action is taken, the school may conduct further examinations.
- Parents and guardians of children who are to be examined shall be notified of such examinations. The notice shall include the date and location of the examinations.
- When any parent, guardian, or student refuses to present evidence of the required 11th grade physical examination by their private physician and also refuses to consent or appear for a physical examination by the school physician, it shall be considered a refusal to abide by the PA Department of Health mandated rules and will result in the student being excluded from school for the next school year until the examination is properly recorded. In the case of seniors who have not complied with the 11th grade examination, their graduation may be delayed pending the submission of the record of this required examination.

XI. AFFIRMATIVE ACTION COMPLIANCE

SCCS will not discriminate in its educational programs, activities, or employment practices, based on race, color, national origin, sex, sexual preference, disability, age, religion, ancestry, or any other legally protected classification. Announcement of this policy is in accordance with state and federal laws, including Title IX of the Education Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

XII. Policy #218 STUDENT DISCIPLINE

In order to foster achievement of the goals of public education, the school environment should be safe, orderly, and encourage the fullest possible educational development of each student. The conduct of the persons participating in the process greatly affects the extent to which a beneficial environment exists.

Authority:

The following offenses may cause immediate suspension and a hearing before the Board of Trustees for expulsion:

- Sale, use, or possession of illegal drugs
- Sale, use, or possession of alcoholic beverages
- Vandalism of school property
- Possession of a weapon including look-alikes at a school-sponsored activity, or public transportation to a school site or school sponsored activity
- Any unlawful acts under the laws or ordinances of the Commonwealth of Pennsylvania or local municipality

First offense for the following may require up to a ten-day suspension and multiple offenses will require a hearing before the Board of Trustees for possible expulsion:

- Smoking, use, or possession of tobacco products in a school bus, or on school property owned by, or leased by, or under the control of the Cyber School and as referenced by Act 145 of 1996
- Persistent misbehavior and/or violation of school rules
- Consistent absenteeism and tardiness
- Persistent lack of effort in schoolwork

All of the above rules and regulations also apply when students are participants or spectators in any extracurricular activities or taking part in any field trips. The administration shall have the right to formulate other rules, regulations, and disciplinary actions that it deems necessary to conduct a well disciplined, safe and orderly school.

Definitions:

Exclusion from School may take the form of suspension or expulsion. **“Temporary Suspension”** shall mean exclusion from school for an offense for a period of up to three school days. The **“Temporary Suspension”** may be given by the administration, with an informal hearing for offenses, such as persistent misbehavior, fighting, smoking, and other actions on the part of the student that are deemed more serious in nature than those which would result in a warning letter. The purpose of the informal hearing is to enable the student to meet with the school administrator to explain the circumstances surrounding the event for which the student is being suspended, to demonstrate that this may be a case of mistaken identity, or to show that there is some compelling reason why the student should not be suspended. Prior notice of an intended suspension need not be given when it is clear that the health, safety, or welfare of the school community is threatened. **“Full Suspension”** shall mean exclusion from school for an offense for a period of up to ten school days. An informal hearing, before the school administrator, shall be given to the student and offered to the student’s parents or legal guardian. The **“Full Suspension”** may be given by the administration for offenses deemed to be of a serious nature, such as possession, use, sale, or giving of alcoholic beverages or drugs on school property, acts of vandalism of school property, persistent misbehavior, and those actions that persist on the part of the student after written warning and a lesser suspension. Suspensions may not be made to run consecutively beyond the ten school day period. **“Expulsion”** is exclusion from school by the Board of Trustees for a period exceeding ten school days and may be a permanent expulsion from the school rolls. All expulsions require a prior formal hearing. While excluded from school by suspension, students shall have the responsibility to complete their assignments within the guidelines established by the Board of Trustees. A suspended student is not permitted to work on his/her on-line courses from home and must report during regular school hours to a library or

community center with computers and internet access. During exclusion the student may not access his/her courses from home and the internet access will be disabled. The parents and Chief Executive Officer (CEO) shall be notified immediately in writing when a student is suspended. Written notification shall be prepared and sent by the Board of Trustees.

Regarding Expulsions:

1. During the period prior to the hearing and decision of the Board of Trustees in an expulsion case, the student shall report to the library or community center daily as a suspended student except that if the Cyber School deems the disciplinary problem so severe as to jeopardize the health and safety of the library or community center staff, then the student will be suspended out of school immediately until the hearing is held.
2. If following the hearing, the student is expelled for a period of time he/she will be excluded from school. The student's courses will be suspended, and the loaned computer must be returned to the school. However, students who are less than 17 years of age are still subject to the compulsory school attendance law even though expelled, and they must be provided an education.
 - a. The initial responsibility for providing the required education rests with the student's parents or guardian, through placement in another school, through tutorial or correspondence study, or through another educational program approved by the school's CEO.
 - b. If the parents or guardian are unable to provide for the required education, they must within 30 days submit to the school written evidence so stating. The school then has the responsibility to make some provision for the student's education. If 30 days pass without the school receiving satisfactory evidence that the required education is being provided to the student, it must re-contact the parent, and pending the parents' or guardian's provision of such education, the school must make some provision for the student's education.
 - c. In the case of noncompliance with the approved education program, the school may take action in accordance with Chapter 63 of the Juvenile Act (42 PA. C.S. §§6301-6308), to ensure that the child will receive a proper education.

Hearings:

1. Education is a statutory right, and students must be afforded all appropriate elements of due process if they are to be excluded from school. In a case involving a possible expulsion, the student is entitled to a formal hearing, which is a fundamental element of due process.
2. "A formal hearing" is required in all expulsion actions. This hearing may be held before the Board of Trustees, or a duly authorized committee of the board, or a qualified hearing examiner appointed by the board. Where the hearing is conducted by a committee of the board or a hearing examiner, a majority vote of the entire board of trustees is required to expel a student.
3. The following due process requirements are to be observed with regard to the formal hearing:
 - a. Notification of the charges and sufficient notice of the time and place of the hearing shall be sent to the student's parents or guardian by certified mail.
 - b. The hearing shall be held in private unless the student or parent requests a public hearing.
 - c. The student has the right to be represented by counsel.
 - d. The student has the right to be presented with the names of witnesses against the student, and copies of the statements and affidavits of those witnesses.

- e. The student has the right to request that any such witnesses appear in person and answer questions or be cross-examined.
 - f. The student has the right to testify and present witnesses on his/her own behalf.
 - g. A record must be kept of the hearing, either by a stenographer or by tape recorder. The student is entitled, at the student's expense, to a copy of the transcript.
 - h. The proceeding must be held with all reasonable speed.
4. Where the student disagrees with the results of the hearing, recourse is available in the appropriate court of the Commonwealth. If it is alleged that a constitutional issue is involved, the student may file a claim for relief in the appropriate federal district court.
 5. The purpose of the informal hearing is to enable the student to meet with the appropriate school official to explain the circumstances surrounding the event for which the student is being suspended or to show why the student should not be suspended.
 6. The informal hearing is meant to encourage the student's parents or guardian to meet with the CEO to discuss ways by which future offenses can be avoided.
 7. The following due process requirements are to be observed in regard to the informal hearings:
 - a. Notification of the reasons for the suspension shall be given in writing to the parents or guardian and to the student.
 - b. Sufficient notice of the time and place of the informal hearing.
 - c. A student has the right to question any witnesses present at the hearing.
 - d. A student has the right to speak and produce witnesses on his/her own behalf.
 8. The informal hearing will be held within the first five days of the suspension.
 9. The CEO shall, in the case of an exceptional student, take all sSAIPs necessary to comply with the Individuals with Disabilities Education Act.

Special Needs Students:

The procedure to be followed for a student with a disability who has an IEP shall be in accordance with PA Chapter 711 regulations and Chapter 432 standards. A suspension of an exceptional student for more than ten consecutive school days or more than 15 cumulative school days in one year is considered a change in educational placement and, as such, requires a multidisciplinary evaluation where a manifestation determination shall be made, notice to the parents (NOREP), and a right to a hearing prior to exclusion. The disciplinary exclusion of a student with mental retardation is considered a change in placement and requires notice to the parents (NOREP) and a right to a hearing prior to the exclusion.

If the school deems the discipline problems so severe as to warrant immediate action, it may, with the approval of the Secretary of Education for the State of Pennsylvania, implement an interim change in educational placement, including exclusion from school, as long as notice is provided to the parents (NOREP), and a due process hearing is scheduled as soon as possible. Under no circumstances is corporal punishment permitted.

XIII. SMOKING/POSSESSION OF TOBACCO PRODUCTS

The Board of Trustees recognizes that smoking in school buildings represents a health and safety hazard and therefore, is of concern to the Board. Act 145 of 1996 amends the Crimes Code to include language-prohibiting students from possessing or using tobacco in a school building, school bus, or on school property. Schools are granted the authority to initiate prosecution for any such offense. Upon conviction, a student will be found guilty of a summary offense and

subject to a fine up to \$50 plus court costs. Fines collected will benefit the student's school. The court may admit the student to an adjudication alternative in lieu of the fine. Such a summary offense is not reportable as a criminal act. Inasmuch as the legislature has added these revisions to Senate Bill 1315, Printer Nos. 2426, which have long been sought by school authorities and District Justices enforcing possession or smoking of tobacco in schools on school premises, it is the intent of SCCS to enforce this law consistently and uniformly at all grade levels.

In order to protect students and staff from an environment, which may be harmful, the Board declares the buildings of the SusQ-Cyber Charter School to be smoke free and prohibits smoking by any employee, student, or visitor at any office. Students are not permitted to smoke or have tobacco products in their possession on school property or school buses. Students found with such are subject to loss of privileges, suspension from school, or other disciplinary action.

As used in this section, the following words and phrases shall have the meanings given to them in this subsection:

- A. **"PUPIL"** – a person between the ages of 6 and 21 years that is enrolled in school.
- B. **"SCHOOL"** – a school operated by a joint board, board of directors, or school board where pupils are enrolled in compliance with Article XIII of the act of March 10, 1949 (PA.P.L. 30 No. 14), known as the public school code of 1949, including area vocational schools and intermediate units.
- C. **"TOBACCO"** – a lit or unlit cigarette, cigar, pipe, or other lighted smoking product and smokeless tobacco in any form.

XIV. Policy #227 DRUG AND ALCOHOL POLICY

Use of drugs and alcohol by school students is illegal and counter to the proper operation of an educational program. Schools have a duty to enforce regulations controlling the use and abuse of alcohol and drugs by students.

Guidelines:

- A SusQ-Cyber Charter School (“Charter School”) student who while on school grounds, during a school session, or anywhere at a school-sponsored activity, is under the influence of alcohol, drugs, or mood altering substances or possesses, uses, dispenses, sells, or aids in the procurement of alcohol, narcotics, restricted drugs, mood altering substances, or any substance purported to be a restricted or over-the-counter drug, shall be subject to discipline pursuant to the provisions and procedures outlined in the Charter School’s Discipline Code.
- Possession shall include holding for others and does not constitute a defense.
- The CEO shall implement positive efforts to counter the drug and alcohol culture and to organize anti-drug curriculum offerings.
- The Board of Trustees reserves the right to use any extraordinary measures deemed necessary to control substance abuse even if the same is not provided for specifically in any rule or regulation enumerated herein.

XV. Policy #247 AGGRESSIVE BEHAVIOR POLICY

One of the primary functions of the Board of Trustees is to provide a working environment that is safe and relatively comfortable for students and staff. In an effort to provide those charged with the responsibility of maintaining a high degree of safety within the school, the following guidelines are offered.

Definition:

Aggressive physical behavior shall include, but not be limited to, threatening, fighting, bullying, intimidating, or slapping.

Guidelines:

- Any student involved in any form of aggressive physical behavior will receive a minimum of a three (3) day suspension from school.
- Said student will not be allowed to return to school until a parent conference is held.
- Involvement in additional aggressive physical behavior may lead to a hearing before the Board of Trustees for possible expulsion from school.
- In addition, any student involved in this type of behavior who is beyond compulsory school age (17 years old or older) may be scheduled for a formal hearing before the Board of Trustees for the purpose of expulsion on the first offense.
- This policy applies to students anytime they are on school property or at all extracurricular activities.
- Law enforcement officers will be contacted in the event that bodily harm or injury occurs or if in the judgment of the administrator the situation warrants their assistance.

XVI. BULLYING POLICY

The SusQ-Cyber Charter School (SCCS) is committed to maintaining the safety of students in the Charter School environment. It is committed to helping students make safe and appropriate choices every day in their communities, homes and schools. Therefore, the SusQ-Cyber Charter School Board of Trustees has adopted this Bullying Policy.

For the purpose of this policy,

- A. “Bullying” shall mean an intentional electronic, written, verbal, or physical act, or series of acts:
 - (1) Directed at another student or students;
 - (2) Which occurs in a school setting;
 - (3) That is severe, persistent or pervasive; and
 - (4) That has the effect of doing any of the following:
 - (a) Substantially interfering with a student’s education
 - (b) Creating a threatening environment; or
 - (c) Substantially disrupting the orderly operation of the school.
- B. “School Setting” shall mean in the school, on school grounds, in school vehicles, at a designated bus stop or an activity sponsored, supervised or sanctioned by the school.
- C. SCCS is not prohibited from classifying as bullying acts, including those involving electronic communications that occur outside a school setting, if those acts are directed at or are about another student, are severe, persistent and pervasive, or have the effect of substantially interfering with a student’s education, creating a threatening environment of substantially disrupting the orderly operation of the school.

XVII. Policy #248 UNLAWFUL HARASSMENT POLICY

The SusQ-Cyber Charter School (“Charter School”) Board of Trustees strives to provide a safe, positive learning climate for students in the school. Therefore, it shall be the policy of the Charter School to maintain an educational environment in which harassment in any form is not tolerated.

- The Board prohibits all forms of unlawful harassment of students and third parties by all SusQ-Cyber Charter School students and staff members, contracted individuals, vendors, volunteers and third parties in the school. The Board encourages students and third parties who have been harassed to promptly report such incidents to the designated employees.
- The Board directs that complaints of harassment shall be investigated promptly, and corrective action be taken when allegations are substantiated. Confidentiality of all parties shall be maintained, consistent with the Charter School’s legal and investigative obligations.
- No reprisals or retaliation shall occur as a result of good faith charges of harassment.

Definitions:

- For purpose of this policy **harassment** shall consist of verbal, written, graphic or physical conduct relating to an individual’s race, color, national origin/ethnicity, gender, age, disability, sexual orientation or religion when such conduct:
 - Is sufficiently severe, persistent or pervasive that it affects an individual’s ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive educational environment.
 - Has the purpose or effect of substantially or unreasonably interfering with an individual’s academic performance.
 - Otherwise adversely affects an individual’s learning opportunities.
- For purposes of this policy, **sexual harassment** shall consist of unwelcome sexual advances; requests for sexual favors; and other inappropriate verbal, written, graphic or physical conduct of a sexual nature when:
 - Submission to such conduct is made explicitly or implicitly a term or condition of a student’s academic status.
 - Submission to or rejection of such conduct is used as the basis for academic or work decisions affecting the individual.
 - Such conduct deprives a student of educational aid, benefits, services or treatment.
 - Such conduct is sufficiently severe, persistent or pervasive that it has the purpose or effect of substantially interfering with the student’s school performance or creating an intimidating, hostile or offensive educational environment.

Examples of conduct that may constitute **sexual harassment** include but are not limited to sexual flirtations, advances, touching or proposition; verbal abuse of a sexual nature; graphic or suggestive comments about an individual’s dress or body/ sexually degrading words to describe an individual; jokes; pin-ups; calendars; objects; graffiti; vulgar statements; abusive language; innuendoes; references to sexual activities; overt sexual conduct; or any conduct that has the effect of unreasonably interfering with a student’s ability to work or learn or creates an

intimidating, hostile or offensive learning or working environment.

Guidelines:

- Each student shall be responsible to respect the rights of their fellow students and Charter School employees and to ensure an atmosphere free from all forms of unlawful harassment.
- The CEO shall be responsible to complete the following duties when receiving a complaint of unlawful harassment:
 - Inform the student or third party of the right to file a complaint and the complaint procedure.
 - Inform the complainant that s/he may be accompanied by a parent/guardian during all sSAIPs of the complaint procedure.
 - Notify the complainant and the accused of the progress at appropriate stages of the procedure.
 - Following a thorough investigation by the CEO, a substantiated charge against a student in the school shall subject that student to disciplinary action.
 - Refer the complainant to the Board of Trustees if the CEO is the subject of the complaint.

XVIII. Policy #218.1 WEAPONS AND DANGEROUS INSTRUMENTS

The SusQ-Cyber Charter School Board of Trustees believes that the physical safety of students, employees and visitors is essential for the proper operation of the school and for the establishment of a positive learning environment. Based on this premise, the Board of Trustees seeks to provide a safe environment free from weapons for students and school personnel.

Authority:

It shall be the policy of the Board of Trustees that possession of or bringing a weapon by students is prohibited on school property or in any vehicle providing authorized transportation of students to or from any school sponsored function, activity, or event or at the location of any school-sponsored activity.

Definitions:

“Weapon” shall mean any instrument or implement for the infliction of or capable of inflicting bodily injury that serves no common lawful purpose, including, but not limited to, any knife, razor, razor blade, or other cutting instrument or cutting tool, sharpened wood, sharpened metal, nunchuk stick or other martial arts device, brass or metal knuckles, club, metal pipe, blackjack, chemical agent, such as, mace, laser, shocker, or stun gun, any explosive device, firearm (including pellet guns and BB guns), gun, sling shot, bow, arrow, or any other similar device from which a projectile may be discharged, including a firearm or weapon that is not loaded or that lacks a component or a device necessary to render it immediately operable. The term “weapon” shall include “weapon look alike”, including any instrument or implement designed to look like a “weapon”. “Possess” and “Possession” shall mean being on the person of any person or in a person’s car, or otherwise under his or her control.

Guidelines:

- A student who otherwise violates this policy or assists in the violation of the policy

- will immediately be suspended from school for a period of ten days pending a mandatory hearing with the Board of Trustees (or, as authorized by the Board of Trustees, a committee of the Board of Trustees, or a hearing examiner).
- The Board shall expel any student found guilty of violation of this policy for a period of one school year.
 - The CEO will review each infraction on a case-by-case basis and may recommend alternative disciplinary action to the Board of Trustees.
 - The CEO shall, in the case of an exceptional student, take all sSAIPs necessary to comply with the Individuals with Disabilities Education Act.
 - The procedure to be followed for a student with a disability who has an IEP shall be in accordance with PA Chapter 711 regulations and Chapter 432 standards. A suspension of an exceptional student for more than ten consecutive school days or more than 15 cumulative school days in one year is considered a change in educational placement and, as such, requires a multidisciplinary evaluation where a manifestation determination shall be made, notice of recommended educational placement (NOREP) to the parents, and a right to a hearing prior to the exclusion. The disciplinary exclusion of a student with mental retardation is considered a change in placement and requires notice of recommended educational placement (NOREP) to the parents and a right to a hearing prior to the exclusion. If the school deems the discipline problem so severe as to warrant immediate action, it may, with the approval of the Secretary of Education for the state of Pennsylvania, implement an interim change in educational placement, including exclusion from school, as long as notice of recommended educational placement (NOREP) is provided to the parents, and a due process hearing is scheduled as soon as possible. Under no circumstances is corporal punishment permitted. The CEO shall, in the case of an exceptional student, take all sSAIPs necessary to comply with the Individuals With Disabilities Education Act.
 - In accordance with current state law the SusQ-Cyber Charter School will “...report any new incidents involving acts of violence or possession of a weapon by any person on school property...” as required by the Pennsylvania Department of Education’s Office of Safe Schools on the forms provided by the office.
 - Prior to admission to any school entity the parent, guardian, or other person having control or charge of a student shall upon registration provide a sworn statement or affirmation stating whether the pupil was previously or is presently suspended or expelled from any public or private school of the Commonwealth or any other state for any act of violence committed on school property. The registration shall include the name of the school from which the student was expelled or suspended for the above listed reasons with dates of the expulsion or suspension and shall be maintained at the office of the Charter School.
 - The school will maintain, “...updated records of all incidents of violence, incidents involving possession of a weapon and conviction or adjudication’s of delinquency for acts committed on school property by students enrolled in the school”. These records will be maintained in a format approved by the PA State Police in conjunction with the office of Safe Schools. The CEO will maintain these records.
 - The student’s disciplinary record that includes records kept about that student “...shall be available for inspection to the student and his parent, guardian, or other person having control or charge of the student, to officials, and to state and local law

enforcement officials... Permission of the parent, guardian, or other person having control or charge of the student shall not be required for transfer of the individual student record to another school entity within the Commonwealth or in another state in which the student seeks enrollment or is enrolled.” The student’s disciplinary record shall be maintained at the office of the Charter School.

- When a student withdraws from the SusQ-Cyber Charter School, the CEO shall include a certified copy of the student’s disciplinary record along with all of the student’s other records that are forwarded to the school entity to which the pupil has transferred.
- When a student enters the SusQ-Cyber Charter School the CEO shall request a certified copy of the student’s disciplinary record, along with all the other records from the school entity from which the student is transferring. This request shall be made by certified mail.

XIX. Policy #225 DRESS AND GROOMING

An individual's habit of dress and personal grooming are an important part of his/her total personality and they often determine not only his/her attitude toward himself/herself, but also the way others look at him/her.

Authority:

Based on these criteria, the following rules of dress apply to all students when present in the SusQ-Cyber Charter School, attending live sessions, posting to the social wall or attending any school function.

Guidelines:

- When present at the school or attending school functions, footwear is required (students are not permitted to wear shower sandals or cleated shoes).
- Inappropriate attire should be avoided, which includes: bare midriffs, see-through blouses and shirts without proper undergarments, muscle shirts, extremely low-cut blouses, halters, and short shorts.
- Clothing, buttons, or other insignias that are suggestive, obscene, or that mock, ridicule, or demean another race, religion, or national origins are not appropriate.
- Hats, headbands, and headwear are not to be worn during the prohibited time.
- Extremely tattered or ripped clothing is prohibited.
- The administration may impose additional regulations to ensure health and/or safety.

XX. INTERNET ACCEPTABLE USE POLICY

Purpose:

The goal of the SCCS in providing Internet access to students is to promote educational excellence in the school by facilitating resource sharing, innovation, and communication. With this access comes the responsibility on behalf of the user to abide by rules of conduct acceptable to the educational environment. The pitfalls associated with using the Internet in the educational setting can be successfully avoided when all end users adhere to strict guidelines. It is the charter school's intent to provide access to these resources in a safe and secure manner consistent with its educational goals. This policy serves to address these responsibilities and guidelines.

Definitions:

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. Students and teachers have access to information resources such as electronic mail communication with people all over the world; information and news from scientific, educational, and other research institutions; public domain software and shareware for enhancing the learning process; discussion groups on a wide range of educational topics; and many college, university, and specialty academic library catalogs including the Library of Congress, the ERIC Research Center, and others.

The System Administrator is an individual charged with the responsibility of supervising computing resources through which Internet access may be gained.

Internet Acceptable Use Terms and Conditions:

Privileges – The use of Internet access resources of the SCCS is a privilege, not a right, and inappropriate use will result in a suspension and possible cancellation of those privileges. Prior to receiving an account, each user must participate in a discussion with a SCCS staff member regarding the proper use of the Internet. The SCCS System Administrator – in collaboration with the CEO – will deem what is inappropriate use. The System Administrator's decision in these matters is final. An Internet Access account will not be granted until the Internet Use Agreement is fully completed. Also, the System Administrator may suspend or revoke an account at any time as required. The administration, faculty, and staff of the SCCS may request the System Administrator to deny, suspend, or revoke specific user accounts when sufficient cause or evidence exists to support such action.

Acceptable Use Restrictions:

The purpose of supplying Internet Access within the SCCS is to support and enhance opportunities for research and education by providing access to unique resources and by providing users the opportunity for collaborative work with users at remote locations. The user of an account must be in support of education and research and must at all times be consistent with the educational objectives of the SCCS. Use of another organization's network or computing resources when accessed via the SCCS Internet Access resources must comply with the rules appropriate for that network. The following actions are prohibited by any individual while utilizing SCCS owned Internet Access resources:

- Transmission of any material in violation of any local, state, or U.S. Federal regulations or laws. This includes, but is not limited to laws governing copyrighted material, threatening or obscene material, national security, or material protected by trade secret
- Intentionally accessing a site which contains threatening or obscene information, or information otherwise inappropriate to the educational setting
- Transmission of any information designed to deliberately misrepresent an individual,

- group, organization, agency, or the SCCS in general
- Non-school and/or personal commercial activities, including activities for profit.
- Use for product advertisement or political lobbying
- Use for purely entertainment using school owned equipment
- Engaging in electronic “chain letter”, pyramid schemes, or similar activities
- Using SCCS Internet Access resources to violate the rights and privacy of others
- Sending information to another e-mail account when expressly requested to refrain from such behavior by the owner of the account
- Disseminating any kind of personal password, including one’s own
- Attempting to destroy, modify, overload, or otherwise abuse any SCCS owned Internet Access resource in any way (see also Vandalism in this section)
- Giving out personal information, including telephone numbers and addresses of any person, using SCCS Internet Access resources, except by a SCCS employee acting in an approved official capacity and transmitting to a site authorized by law to receive such information

Network Etiquette:

Users are expected to abide by the generally accepted rules of network etiquette. These include (but are not limited to) the following:

- Be polite. Do not get abusive in your messages to others
- Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. “Flaming” is prohibited
- Do not reveal your personal address or phone number or those of other students
- Emails are logged according to law. Please be appropriate in what you email.
- Computers are not secure – Do not do any banking or credit card business on the company computers.
- Note that electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities will be reported to the appropriate SCCS administrator and may be reported to legal authorities
- Do not use the network in such a way that you would disrupt the use of the network by other users
- All communications and information accessible via the network should be assumed to be private property

The Charter School makes no warranties of any kind, whether expressed or implied, for the service it is providing. The SCCS will not be responsible for any damages suffered by users. This includes loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions caused by its own negligence or by a user’s errors or omissions. Use of any information obtained via the SCCS Internet Access resources is entirely at the user’s risk. The SCCS specifically denies any responsibility for the accuracy or quality of information obtained through its Internet Access services.

Security:

Security problems identified on the Internet by a user must be reported to the SCCS Technology Coordinator. Users are not to demonstrate the problem to other users. Users are forbidden from gaining access to the system via another individual’s account without permission from the

individual. Attempts to log onto the Internet as a System Administrator will result in cancellation of user privileges and may result in additional penalties. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to SCCS Internet access resource.

Vandalism:

Vandalism is any malicious attempt to harm or destroy data of another user, the Internet, or any agencies or other networks that are connected to the Internet. This includes, but is not limited to, the uploading or creation of computer viruses, the intentional downloading and distribution of computer viruses, attempting to intentionally overload computer storage sites by sending files of large number or size, and attempting illegal access to or modification of information held in restricted sites (hacking).

Revisions:

This policy will be adjusted when needed to remain in compliance with all applicable local, state, and federal laws. This policy may be changed at any time to reflect changes in or to comply with other SCCS policies.

Enforcement:

The Board of Trustees and Administration will establish penalties for violation of any portion of this policy. Violations by users could, in addition to applicable civil and/or criminal charges, result in suspension or termination of access privileges, school suspension or expulsion (if a student user), or employment suspension or termination (if an employee user).

1. First offense of any nature: written warning and possible suspension.
2. Second repeat of any offense: suspension for the remainder of the school year.
Note: if the offense also breaks any school conduct codes then the punishment outlined in the code handbook will also be followed.
3. Persons caught accessing SCCS Internet resources without a signed Internet Use Agreement and its corresponding account number will be subject to disciplinary actions, including possible suspension and criminal prosecution.
4. Users caught engaging in vandalism or in activities defined as illegal by local, state, or U.S. laws will have Internet access privileges immediately suspended. Users caught accessing Charter School resources to engage in activities defined as illegal by local, state, or U.S. laws will be subject to criminal prosecution at the discretion of the appropriate legal authority.

XXI. WITHDRAWING BEFORE GRADUATION

A student's withdrawal from school must be in accord with section 1326 of the School Law of Pennsylvania. This section of the law states that compulsory school age is until a student is 17 years of age. If a student wants to withdraw at that time, the following procedure is necessary:

- A. Provide a written note or letter of intent to withdraw.
- B. Return any property that belongs to the school and settle any financial obligations.
- C. Submit the letter to the CEO.

XXII. Policy #208 WORKING PERMITS/EMPLOYMENT CERTIFICATES

Employment certificates may be secured at the student's home school district.

Authority: According to Section 3411 of the Pennsylvania School Code of the Child Labor Law, "Application for the Employment Certificate must be made in person by the parent, guardian, or legal custodian of the minor for whom such employment certificate is requested. No employment certificates shall be issued until the said minor has personally appeared before and been examined by the officer issuing the certificate, except that where the applicant is a graduate of a high school and can furnish proof."

Employment certificates shall be of three classes: 1. General Employment, 2. Vacation Employment, 3. Transferable Employment Certificate, which is applicable to only 16 and 17-year-olds.

Guidelines:

The "Application for Employment Certificate or Transferable Work Permit" must be completed by the employer, parent, and doctor. Also, a proof of age must be supplied in the form of a Birth Certificate, Baptismal Certificate, Passport, or Other Documentary Evidence. The completed application form must be returned to the home school and the certificate will then be mailed to the employer.

Certificates used for withdrawing a student:

- Farm or Domestic Service Permits may be issued to minors 14 to 16 years of age.
 - State approval must be obtained for a minor 14 years of age before a Domestic Permit can be issued.
 - Education – minors 14 years of age shall have satisfactorily completed the equivalent of the highest grade of elementary school (grade 6) while minors 15 and 16 years of age shall have completed the equivalent of six yearly grades.
 - Need – Evidence of Need should be furnished in writing by the parent or guardian. The evidence should be sufficient to show that the services of such child are needed as a matter of necessity and not merely as a convenience to the parents.
 - The Evidence of Need must be approved by the CEO before a Domestic Permit Application may be started for the child to withdraw.
 - When the CEO approves the Evidence of Need, the parent/guardian of the child, with evidence of age, must fill the application out at their home school.
 - The application must then be taken to the school's doctor for his signature.
 - When signed by the doctor, the application is brought back to the home school before the Domestic Permit can be issued. The application must be completed as soon as possible in order for the child to be excused legally from school.
- General Employment Certificate may be issued to 16-year-old minors who have full-time jobs.
 - Full-time is defined as working during regular school hours.
 - A statement in writing must be obtained from the employer stating that he/she is going to employ the minor full-time, the time, and the hours he/she will be working.
 - The student must be employed outside the home.
 - Evidence of need from parent/guardian must be in writing.

- Approval of employer statement and evidence of need must be granted by the CEO.
- When approval is given by the CEO the parent/guardian, and child, with evidence of age, must go in to the home school to start a General Employment Certificate.
- The paperwork must be completed and returned to the home school as soon as possible in order for the child to be excused legally from school.
- Renewal of the General Employment Certificate will be required at the beginning of each school year unless the student returns to school.

XXIII. CONFIDENTIALITY

The SCCS Board of Trustees is governed by the Individuals with Disabilities in Education Act, or IDEA, and the Family Educational Rights and Privacy Act of 1974 that requires the confidentiality of personally identifiable information for children with disabilities. The charter school must fully inform parents about the requirements of this policy in the native language of the parent, including: a description of the children about whom information is maintained; types of information recorded; how the information will be gathered (including sources); how the information will be used; how it will be stored; retained; disclosed to third parties and destroyed. The rights of parents and children regarding this information, including rights guaranteed under FERPA, must be published or announced in newspapers, other media, or both with circulation adequate to notify parents throughout the charter school area of the activity prior to any major identification, screening, location, or evaluation activity that is conducted.

Access rights – The SCCS shall permit parents to inspect and review any education records relating to their child that are collected, maintained, or used by the Charter School under CFR part 300. The charter school will comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to 300.507 and 300.521 – 300.528, and in no case more than 45 days after the request has been made.

XXIV. SERVICES PROVIDED

The SCCS will provide the following services to the students of the Charter School.

- A. Special education services
 - 1. Child Find for students who are not identified.
 - 2. Maintenance of IEPs for identified students.
 - 3. Evaluations of students thought to be special need.
 - 4. Provide the needed services as outlined in the IEP.
- B. Computer technology services
 - 1. Provide computers and Internet accesses to students.
 - 2. Provide assistance for computer or Internet problems.
 - 3. Instruction for students and parents in basic computer and Internet access techniques.
- C. Health care services
 - 1. School nurse services.
 - 2. Hearing and vision screenings.
 - 3. Height and weight recordings.
 - 4. Eleventh grade physical examinations.

5. School physician services can be arranged.
 6. Immunization recording and verification if needed.
- D. English as Second Language (ESL)
1. All students are required to complete a Home Language Survey.
 2. All new enrollees will complete the survey as part of the enrollment package.
 3. ESL services will be provided to any student who meets the need requirement.
- E. Student Assistance Program (SAP)
1. The SAP team meets at least weekly to review student referrals and concerns.
 2. Referrals to the SAP team can be made by Charter School staff, Charter School students or parents, or other interested parties.
 3. The SAP team will review referrals and other student concerns and follow procedures outlined by the team.
- F. Homelessness Services
1. The Charter School will provide a homelessness liaison to monitor students' living situations.
 2. The liaison will link homeless students with services in order to remove barriers to education.

XXV. REQUIRED TESTINGS

The following is a list of required tests and the grade level and locations where administered:
Any and all Keystone exams as required by the state.

XXVI. Policy #210 MEDICATION POLICY

The SusQ-Cyber Charter School (“Charter School”) recognizes that students who receive prescription medication on a daily basis may have to continue this schedule when present at school.

- For purpose of this policy, medication shall include all medicines prescribed by a physician and over-the-counter medicines.
- Before medications may be administered to or by any student while present at school, the school shall require:
 - Any prescription medication must be accompanied by a written physician order and parent permission specifically stating medication may be administered at school.
 - The physician order should include the purpose of the medication, dosage, time at which or special circumstances under which the administration shall be administered, length of period for which medication is prescribed, and possible side effects of medication.
 - Any over the counter medication must be accompanied by a written request or recorded verbal authorization from the parent/guardian giving permission for such administration and relieving the school and its employees of liability for administration of medications.

Procedures:

- The school nurse or designee will assess the student's ability to self-administer the medication. The assessment shall include the student's ability to:

- a. Respond to and visually recognize his/her name.
 - b. Identify his/her medication
 - c. Measure, pour, and or administer the prescribed dosage.
 - d. Inform school nurse of use of medication.
 - e. Demonstrate a cooperative attitude in all aspects of self-administration.
- The school nurse will document the order, and student's self-administration of prescribed medication on the student's individual health record. Medication Administration for School - The administration of prescribed medication in accordance with the direction of a parent or physician to a student while present at the school will only be permitted when failure to take such medication would jeopardize the health of the student or the student would not be able to attend school if the medication were not made available during school hours.

Guidelines:

The Charter School will include policy in the handbook so all parents/guardians, students, and staff are informed about policy and procedures governing the administration of medications.

- Prescription medication brought to school must be in the original container dispensed by a pharmacy or a physician. The container label should state the student's name, date, name of medication, dosage, and time to be given and placed in the custody of the school nurse, CEO or CEO's designee for security purposes.
- A request for long-term administration of medication at school must be updated at the beginning of each school year.
- Over-the-counter FDA-approved medication may be administered only at the dosage specified on the label unless a physician's order specifies otherwise.
- Medication to be given while at school must be delivered directly to the school nurse or CEO's designee immediately upon the student's arrival at school. It cannot be stored in desks, lockers or backpacks unless there is written permission for self-administration.
- All medication should be secured in a locked area in the health office.
- A confidential written record is to be kept on each student receiving medication including the date, time, name of medication, dose, route of administration, by whom it was administered and any side effects. This is the responsibility of the school nurse.
- Any medications that must be kept in the student's possession for immediate use (such as inhalers or EpiPens) shall be used in accordance with Policy 210.2.

XXVII Student Policy #210.2 POSSESSION AND USE OF ASTHMA INHALER/EPIPEN

The SusQ-Cyber Charter School ("Charter School") recognizes the need for emergency medical treatment of students with asthma and severe allergies. Therefore, this policy addresses the issue of students carrying an inhaler and/or EpiPen to self medicate in an emergency situation. The choice is always for medical professionals to administer treatment, however, there is always the circumstance when it may be necessary for the student to self-administer his/her medication during an emergency. In all cases, the school nurse is the best source of direction and support for students in these situations.

Definitions:

Asthma inhaler shall mean a prescribed device used for self-administration of short- acting, metered doses of prescribed medication to prevent or treat an acute asthma

attack.

EpiPen shall mean a prescribed device used for self-administration of short-acting, metered dose of medication to treat an acute allergic reaction.

Self-administration shall mean a student's use of medication in accordance with a prescription or written instructions from a physician, certified registered nurse practitioner or physician assistant.

Guidelines:

A student that desires to possess and self-administer a prescribed asthma inhaler or EpiPen must:

- Provide to the school nurse a physician's order stating that the student is capable to self administer the inhaler at school, along with the name of the medication, the dosage, the times when the medication is to be taken and the diagnosis or reason the medicine is needed unless the reason should remain confidential.
- Written permission from guardian/parent that the school complies with the order of the physician. The note shall include a statement relieving the school entity or any school employee of any responsibility for the benefits or consequences of the prescribed medication when it is parent-authorized and acknowledging that the school entity bears no responsibility for ensuring that the medication is taken.
- Asthma inhalers and EpiPens can be sent with a responsible individual, such as a parent/guardian, teacher, or responsible student, on field trips and school activities.
- The student shall be made aware that the asthma inhaler and EpiPen are intended for his/her use only and may not be shared with other students.
- The student shall notify the school nurse or designee immediately following use of an EpiPen.
- Violations of this policy by a student shall result in immediate confiscation of the asthma inhaler and medication or EpiPen and loss of privileges.
- The Charter School reserves the right to require a statement from the physician (MD or DO)/PA-C/CRNP or designee for the continued use of a medication beyond the specified time period. Permission for possession and use of an asthma inhaler or EpiPen by a student shall be effective for the school year for which it is granted and shall be renewed each subsequent school year.
- A student whose parent/guardian completes the written requirements for the student to possess an asthma inhaler or EpiPen and self-administer the prescribed medication in the school setting shall demonstrate to the school nurse the capability for self-administration and responsible behavior in use of the medication.
- To self-administer medication, the student must be able to:
 - Respond to and visually recognize his/her name.
 - Identify his/her medication.
 - Recognize signs and symptoms requiring medication use.
 - Demonstrate the proper technique for self-administering medication.
 - Agree to inform health services if the EpiPen was used at a school event.
 - Demonstrate a responsible and cooperative attitude in all aspects of self-administration.
- The CEO or designee, in conjunction with the school nurse, shall develop procedures for student possession of asthma inhalers and EpiPens and self-administration of prescribed medication.

- The Charter School shall annually inform staff, students and parents/guardians about the policy and procedures governing student possession and use of asthma inhalers and EpiPens.

XXVIII. PARENT’S LIMITED RIGHT TO OPT OUT OF ESL/BILINGUAL PROGRAMS

Parents have the right to have their children excused from specific instruction which conflicts with their religious beliefs, upon receipt by the school district (including request from the parent/guardian). Consequently, a parent/guardian may not seek to have his/her child excused from a district’s ESL/Bilingual program unless the instruction conflicts with the family’s religious belief.

XXIX. PLAGIARISM GUIDELINES

Plagiarism is the exact copying of another’s work, words or specific ideas and using them as your own without giving credit to the actual author. It may not be the exact words but may be so close as to leave no doubt as to its source. Plagiarism is the use of another’s work as your own. Any work written by another and used in a paper, essay or short answer response must acknowledge the real author of the work through the use of quotation marks and citing the source. This includes photographs, tables and charts that might be used in completing a school assignment. However, students must understand that directly copying another student’s answers and submitting them as your own is not plagiarism, but rather is simply cheating. Cheating is also a reason for discipline. Plagiarism and cheating are considered serious matters to the Charter School and in addition to loss of credit for work that is plagiarized the student is also subject to disciplinary review. Students should follow the methods directed by their teacher to document the sources of their information for each course. The standard format to be used is the MLA style that all teachers will review with their students. For some assignments the teacher may permit students to use a modified format. If the source is cited in the body of the text it only needs to be further defined in the bibliography if one is submitted. For example: “The Webster’s Fourth international Dictionary defines plagiarism as the use of another’s work as if it were your own.” or “The American College Dictionary defines a goal as an achievement to be sought after.” Just because you cite a work does not permit you to copy a whole page from that source. The exception to citing is when something is common knowledge or it is used in at least 3 other sources. Examples of this would be the date of the end of a war, birth dates, and places where people lived. The best rule to follow when in doubt is to cite a source. However, your work should not just be citation after citation. The key to avoiding the charge of plagiarism is to use your own words. This shows you know the answer and are able to discuss it. Obviously, definitions from glossaries and specific scientific definitions that must be memorized, as well as math theorems and other commonly used phrases are not considered plagiarism. Plagiarism is a serious matter and will be strongly discouraged. It could result in failing grades if continued after a warning. Students need to discuss their writing with their teachers to ensure that they do not violate this rule. Teachers have been instructed to enforce this rule by first warning a student when plagiarism is suspected, counseling students to prevent a reoccurrence and disciplining when it is repeated.

XXX. COURSE COMPLETION GUIDELINES

SusQ-Cyber Charter School's instructional year is 180 days. Courses are assigned with the intent that they will be completed within that 180-day time period. Courses are either full year courses that are to be completed by June or one-semester courses that are expected to be completed by the end of the semester in which they were started. For example, first semester courses end in January and second semester courses end in June. It is not acceptable to have students continue a .5 credit semester course over a full year, or to not complete a 1 credit course by the end of the school year. Course completion is calculated to align with the time a student is required to be in attendance in the Charter School. 5.5 hours per day equates to 990 hours per school year. This is equivalent to taking a full load of courses in a regular school. Students who devoted the 5.5 hours per day to their course assignments should have no trouble completing their course assignments in the allotted time. The only event that could possibly prevent completion in the allotted time would be serious illness. Failure to keep on schedule in courses or to complete courses should be a sign to parents that the student is not applying their time to their courses or the course is not at an appropriate level for the student. Students who fall behind in their courses need to discuss these problems in a timely fashion with their parents, teachers and the guidance counselor so that appropriate changes can be considered. Continued failure to keep on schedule without an adequate reason may result in disciplinary measures that could include suspension and expulsion.

XXXI. HEALTH INFORMATION AND PORTABILITY PRIVACY ACT

The SusQ-Cyber Charter School abides by the HIPPA regulations, which safeguard the private, health information supplied by students and staff.

If a student or staff member releases health information to the school, it will only be released to other individuals if agreed to by the individual.

Signing the terms and conditions statement of this handbook signifies agreement with this procedure.

XXXII. Policy #933 INTERNET REIMBURSEMENT POLICY

Pursuant to Section 17-1743(e) of the Pennsylvania Charter School Law, SusQ-Cyber Charter Shool provides reimbursement for Internet services contracted directly through an Internet Service Provider. The following services will be reimbursed at their assigned rates:

Connection Type	Monthly Reimbursement Amount
DSL	\$40
Cable	\$50
Fiber Optic	\$50
Satellite	\$75

Cellular	\$40*
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*Cellular internet access is reimbursed at the rate that SusQ-Cyber pays for Verizon Wireless MIFI cellular service.

Reimbursements will be made for Internet service only and not for taxes, fees or equipment rental charges. SusQ-Cyber will not be responsible for installation fees, reconnection fees, moving fees, contract termination fees or service call charges for repairs.

Reimbursement requests must be made via the form found within the parent portal and payments will be made quarterly only for billed months within the school year. Each month's bills must be attached to the requests in order to receive reimbursement.

Reimbursement will only be issued if all equipment has been returned to SusQ-Cyber for former students and if a student is in compliance with SusQ-Cyber's attendance policy.

- A student whose parent/guardian completes the written requirements for the student to possess an asthma inhaler or EpiPen and self-administer the prescribed medication in the school setting shall demonstrate to the school nurse the capability for self-administration and responsible behavior in use of the medication.
- To self-administer medication, the student must be able to:
 - Respond to and visually recognize his/her name.
 - Identify his/her medication.
 - Recognize signs and symptoms requiring medication use.
 - Demonstrate the proper technique for self-administering medication.
 - Agree to inform health services if the EpiPen was used at a school event.
 - Demonstrate a responsible and cooperative attitude in all aspects of self-administration.
- The CEO or designee, in conjunction with the school nurse, shall develop procedures for student possession of asthma inhalers and EpiPens and self-administration of prescribed medication.
- The Charter School shall annually inform staff, students and parents/guardians about the policy and procedures governing student possession and use of asthma inhalers and EpiPens.

Delegation of Responsibility:

The CEO shall ensure that students are informed of these guidelines and any additional regulations, which may be needed to enforce these guidelines, and the parent shall discuss these issues with the school nurse.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy #227
Drug and Alcohol Policy

Purpose:

Use of drugs and alcohol by school students is illegal and counter to the proper operation of an educational program. Schools have a duty to enforce regulations controlling the use and abuse of alcohol and drugs by students.

Guidelines:

- A SusQ-Cyber Charter School (“Charter School”) student who while on school grounds, during a school session, or anywhere at a school-sponsored activity, is under the influence of alcohol, drugs, or mood altering substances or possesses, uses, dispenses, sells, or aids in the procurement of alcohol, narcotics, restricted drugs, mood altering substances, or any substance purported to be a restricted or over-the-counter drug, shall be subject to discipline pursuant to the provisions and procedures outlined in the Charter School’s Discipline Code.
- Possession shall include holding for others and does not constitute a defense.
- The CEO shall implement positive efforts to counter the drug and alcohol culture and to organize anti-drug curriculum offerings.
- The Board of Trustees reserves the right to use any extraordinary measures deemed necessary to control substance abuse even if the same is not provided for specifically in any rule or regulation enumerated herein.

Delegation of Responsibility:

This policy will be implemented through the cooperative efforts of the Board of Trustees, the CEO, students, parents and community agencies of the Charter School. The CEO will ensure this policy is enforced.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

Student Policy 246 Student Wellness

Purpose:

The SusQ-Cyber Charter School (“Charter School”) is committed to preparing students to make healthy nutritional and physical activity choices every day in their communities, homes and schools. Therefore, the Charter School’s Board of Trustees has adopted this Wellness Program.

Guidelines:

- Students, parents, teachers, health professionals, and community members will jointly implement, monitor, and review the Charter School’s nutrition and physical activity policy.
- All students will receive opportunities and encouragement to stay physically active on a regular basis.
- The Charter School’s program will provide all 9-12 students a physical education program and nutrition education opportunities during the school day and through courses and activities, as well as other opportunities for developmentally appropriate activities aimed at fostering lifelong habits for health.
- Food and beverages sold or served at school will contribute to a healthy lifestyle.
- The goals of the student wellness policy shall be considered in planning all school-based activities.

Implementation:

- A School Health Council shall be established and will meet quarterly for the purpose of implementing, monitoring and, as necessary, revising this school wellness policy and related guidelines.
- The council will be comprised of at least one (1) each -Administrator, teacher, school nurse, parent, student.
- Committee members will serve a two-year term.
- Foods & Beverages available on Campus are not a problem since the Charter School does not have a food service program nor do students have access to foods offered at school through vending machines, school store sales, fundraisers, booster club sales, classroom parties, or holiday celebrations. The only food and beverage available or provided to students are the refreshments offered for State Assessment Testing that consists of juice and water.
- Faculty members are encouraged to set the example for students. Students are not likely to believe that nutrition policies are beneficial if they see faculty consuming foods and beverages that do not align with the wellness policy.

Nutrition Education:

- The goal of nutrition education is to teach, encourage and support healthy eating habits by students.
- Promoting student health and nutrition enhances readiness for learning and increases potential for achievement.
- The nutrition curricula shall be age appropriate and behavior focused. All students will be encouraged to take the Foods and Nutrition Course.

- The nutrition curricula will be included in the 11th grade health curriculum in accordance with State Board of Education curriculum regulations and the academic standards for Health, Safety and Physical Education and Family and Consumer Sciences.

Physical Education:

- Comprehensive 9-12 grade physical education courses shall be provided through which all students learn, practice and are assessed on the developmentally appropriate skills and knowledge that are needed to sustain lifelong, health-enhancing physical activity.
- Certified health and physical education teachers will teach all physical education courses.
- The physical education curricula will be a required comprehensive program in accordance with State Board of Education curriculum regulations and the academic standards for Health, Safety and Physical Education.

Physical Activity:

In addition to the required physical education courses, students will be encouraged to take part in other physical activities.

Delegation of Responsibility:

The Chief Executive Officer or designee shall monitor the Charter School's programs, and curricula to ensure compliance with this policy, related policies and to establish guidelines or administrative regulations to implement this policy. The CEO or designee shall report to the Board on the Charter School's compliance with laws and policies related to student wellness.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENT.

(Date)

TO: Human Resources

FROM: Terri Lazar

RE.: Employment History Review

Dear Employer,

Enclosed is a Commonwealth of Pennsylvania Sexual Misconduct/Abuse Disclosure Release form. You are the current or former employer of the individual named on the attached form. This individual is now under consideration for a position with our school. As indicated on the form, you are asked to complete Section 2 to verify certain employment history of the named individual within twenty (20) business days. Specifically, we are asking you to verify the individual's dates of employment and certain information regarding abuse or sexual misconduct.

In order to expedite the completed form, you can scan and email it to tlazar@susqcyber.org.

Thank you for your assistance.

Terri Lazar
Executive Assistant to the CEO

ARREST/CONVICTION REPORT AND CERTIFICATION FORM
(under Act 24 of 2011 and Act 82 of 2012)

Section 1. Personal Information

Full Legal Name: _____

Date of Birth: ____/____/____

Other names by which you have been identified: _____

Section 2. Arrest or Conviction

By checking this box, I state that I have NOT been arrested for or convicted of any Reportable Offense.

By checking this box, I report that I have been arrested for or convicted of an offense or offenses enumerated under 24 P.S. §§1-111(e) or (f.1) ("Reportable Offense(s)"). See Page 3 of this Form for a list of Reportable Offenses.

Details of Arrests or Convictions

For each arrest for or conviction of any Reportable Offense, specify in the space below (or on additional attachments if necessary) the offense for which you have been arrested or convicted, the date and location of arrest and/or conviction, docket number, and the applicable court.

Section 3. Child Abuse

By checking this box, I state that I have NOT been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

By checking this box, I report that I have been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

Section 4. Certification

By signing this form, I certify under penalty of law that the statements made in this form are true, correct and complete. I understand that false statements herein, including, without limitation, any failure to accurately report any arrest or conviction for a Reportable Offense, shall subject me to criminal prosecution under 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Signature

Date

INSTRUCTIONS

Pursuant to 24 P.S. §1-111(c.4) and (j), the Pennsylvania Department of Education developed this standardized form (PDE-6004) to be used by current and prospective employees of public and private schools, intermediate units, and area vocational-technical schools.

As required by subsection (c.4) and (j)(2) of 24 P.S. §1-111, this form shall be completed and submitted by all current and prospective employees of said institutions to provide written reporting of any arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) and (f.1) and to provide notification of having been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

As required by subsection (j)(4) of 24 P.S. §1-111, this form also shall be utilized by current and prospective employees to provide written notice within seventy-two (72) hours after a subsequent arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) or (f.1).

In accordance with 24 P.S. §1-111, employees completing this form are required to submit the form to the administrator or other person responsible for employment decisions in a school entity. Please contact a supervisor or the school entity administration office with any questions regarding the PDE 6004, including to whom the form should be sent.

PROVIDE ALL INFORMATION REQUIRED BY THIS FORM LEGIBLY IN INK.

LIST OF REPORTABLE OFFENSES

- **A reportable offense enumerated under 24 P.S. §1-111(e) consists of any of the following:**

- (1) An offense under one or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:

<ul style="list-style-type: none"> ▪ Chapter 25 (relating to criminal homicide) ▪ Section 2702 (relating to aggravated assault) ▪ Section 2709.1 (relating to stalking) ▪ Section 2901 (relating to kidnapping) ▪ Section 2902 (relating to unlawful restraint) ▪ Section 2910 (relating to luring a child into a motor vehicle or structure) ▪ Section 3121 (relating to rape) ▪ Section 3122.1 (relating to statutory sexual assault) ▪ Section 3123 (relating to involuntary deviate sexual intercourse) ▪ Section 3124.1 (relating to sexual assault) ▪ Section 3124.2 (relating to institutional sexual assault) ▪ Section 3125 (relating to aggravated indecent assault) ▪ Section 3126 (relating to indecent assault) ▪ Section 3127 (relating to indecent exposure) ▪ Section 3129 (relating to sexual intercourse with animal) ▪ Section 4302 (relating to incest) ▪ Section 4303 (relating to concealing death of child) 	<ul style="list-style-type: none"> ▪ Section 4304 (relating to endangering welfare of children) ▪ Section 4305 (relating to dealing in infant children) ▪ A felony offense under section 5902(b) (relating to prostitution and related offenses) ▪ Section 5903(c) or (d) (relating to obscene and other sexual materials and performances) ▪ Section 6301(a)(1) (relating to corruption of minors) ▪ Section 6312 (relating to sexual abuse of children) ▪ Section 6318 (relating to unlawful contact with minor) ▪ Section 6319 (relating to solicitation of minors to traffic drugs) ▪ Section 6320 (relating to sexual exploitation of children)
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- (2) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as “The Controlled Substance, Drug, Device and Cosmetic Act.”
- (3) An offense SIMILAR IN NATURE to those crimes listed above in clauses (1) and (2) under the laws or former laws of:
 - the United States; or
 - one of its territories or possessions; or
 - another state; or
 - the District of Columbia; or
 - the Commonwealth of Puerto Rico; or
 - a foreign nation; or
 - under a former law of this Commonwealth.

- **A reportable offense enumerated under 24 P.S. §1-111(f.1) consists of any of the following:**

- (1) An offense graded as a felony offense of the first, second or third degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (10) ten years has elapsed from the date of expiration of the sentence for the offense.
- (2) An offense graded as a misdemeanor of the first degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (5) five years has elapsed from the date of expiration of the sentence for the offense.
- (3) An offense under 75 Pa.C.S. § 3802(a), (b), (c) or (d) (relating to driving under influence of alcohol or controlled substance) graded as a misdemeanor of the first degree under 75 Pa.C.S. § 3803 (relating to grading), if the person has been previously convicted of such an offense and less than (3) three years has elapsed from the date of expiration of the sentence for the most recent offense.

SUSQ-CYBER CHARTER SCHOOL
240 Market St., Box 1A, Suite 15
Bloomsburg, PA 17815

PLEASE TAKE A MOMENT TO RESPOND TO THIS VERY IMPORTANT REQUEST FOR INFORMATION.

Under Act 29 of 1994, we are required to account for SusQ-Cyber Charter School employees hired after June 30, 1994 and who have previously worked for a school entity in Pennsylvania.

Name (print or type) _____

Prior to July 1, 1994, did you ever work for a public school district, intermediate unit or vocational technical school in any capacity for any length of time, in the Commonwealth of Pennsylvania?

____ YES

____ NO

Signature

Date