Commonwealth of Pennsylvania Department of
Education
Cyber Charter School Application
2014

Submitted To:
Commonwealth of Pennsylvania
Department of Education
October 1, 2014

Submitted By:
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215-485-2013
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If you have any questions about this publication, contact:

Department of Education, Executive Office
333 Market Street, 10th Floor
Harrisburg, PA 17126-0333
Voice Telephone: (717) 787-9744 Fax: (717) 787.7222 Text Telephone TTY: (717) 783-8445

The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Complaints regarding discrimination in schools:
Pennsylvania Human Relations Commission, Human Relations Representative
Intake Division
Harrisburg Regional Office (717) 787-9784; Pittsburgh Regional Office (412) 565-5395
Philadelphia Regional Office (215) 560-2496

Complaints against a Pennsylvania Department of Education employee:
Pennsylvania Department of Education, Equal Employment Opportunity Representative
Bureau of Human Resources, 333 Market Street, 11th Floor, Harrisburg, PA 17126-0333
Voice Telephone: (717) 787-4417, Fax: (717) 783-9348, Text Telephone TTY: (717) 783-8445

Information on accommodations within the Department of Education for persons with disabilities:
Pennsylvania Department of Education, Americans with Disabilities Act Coordinator
Bureau of Management Services, 333 Market Street, 15th Floor, Harrisburg, PA 17126-0333
Voice Telephone: (717) 787-4417, Fax: (717) 783-9348, Text Telephone TTY: (717) 783-8445

General questions regarding educational law or issues:
Pennsylvania Department of Education, Director
School Services Office, 333 Market Street, 5th Floor, Harrisburg, PA 17126-0333
Voice Telephone: (717) 783-3750, Fax: (717) 783-6802, Text Telephone TTY: (717) 783-8445
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2014 CYBER CHARTER SCHOOL REQUIREMENTS AND APPLICATION

Introduction

This application format serves as the framework for the official 2014 application, submitted by a cyber-charter school applicant to the Pennsylvania Department of Education (PDE). In developing this format, the research-based components that are identified as essential in the planning process for the creation of a cyber-charter school serve as the basis for this framework. The five essential components are School Design, Needs Assessment, Governance, Finance/Facility; and Administration. In addition to the requirements that follow, when completing the application the applicant should review and refer to the two Basic Education Circulars on charter and cyber charter schools. The charter and cyber charter school Basic Education Circulars are available at:
http://www.portal.state.pa.us/portal/server.pt/community/purdon’s_statutes/7503/charter_schools/507318.

The deadline for submitting the 2014 Cyber Charter School Application is 11:59 PM Eastern Standard Time, Wednesday, October 1, 2014. If you are planning to submit an application, please contact the PDE Charter School Office for additional information regarding submission requirements.

Questions should be directed to:

Charter Schools Office
(717) 787-9744
charterschools@pa.gov

Application Requirements

In the development of your application, you are required to expand upon each of the five essential components as outlined on pages 8 through 16. Successful applicants will be knowledgeable in the implementation of all federal and state requirements that are applicable to cyber charter schools.

In order for PDE to effectively assess the adequacy and appropriateness of the proposed cyber charter school, the application must be completed in its entirety and all application
requirements must be addressed in detail. At a minimum, an applicant must provide the
information required in this application and in sections 1719-A and 1747-A of the Charter
School Law (CSL), and describe how the school will meet the requirements of section 1743-
A(c) and (d), the provisions regarding the dissemination of information to parents and school
district, and section 1748-A, the provisions requiring the notification of enrollment and
withdrawal from a cyber charter school. Failure to include this information will result in PDE
returning the incomplete application to the applicant. If PDE returns the application to the
applicant, it will not be considered to have been properly filed with PDE and no further action
will be required or taken by PDE on the application. PDE will accept a resubmitted, complete
application, if received prior to October 1. Otherwise, the applicant should submit a new and
complete application for the following school year in accordance with the timelines and
procedures of the CSL.

Section 1719-A:

1. The identification of the cyber charter applicant.
2. The name of the proposed cyber charter school.
3. The grade or age levels served by the cyber charter school.
4. The proposed governance structure of the cyber charter school, including a description
   and method for the appointment or election of the board of trustees.
5. The mission and (measurable) education goals of the cyber charter school, the
   curriculum to be offered and the methods of assessing whether students are meeting
   educational goals. Cyber charter school students shall be required to meet the same
   testing and academic performance standards established by law and regulations
   applicable to public school students.
6. The admission policy and criteria for evaluating student admission which shall comply
   with the requirements of section 1723-A (of the Charter School Law).
7. Procedures which will be used regarding the suspension or expulsion of pupils.
8. Information on the manner in which community groups will be involved in the cyber
   charter school planning process.
9. The financial plan for the cyber charter school and the provisions which will be made for
   auditing the school under section 437 (of the Public School Code).
10. Procedures which shall be established to review complaints of parents regarding the
    operation of the cyber charter school.
11. A description of and address of the physical facility in which the cyber charter school will
    be located and the ownership thereof and any lease arrangements.
12. Information on the proposed school calendar for the cyber charter school, including the length of the school day and school year consistent with provisions of section 1502.

13. The proposed faculty and a professional development plan for the faculty of a cyber charter school.

14. Whether any agreements have been entered into or plans developed with the local school district regarding participation of the cyber charter school students in extracurricular activities within the school district. Notwithstanding any provision to the contrary, no school district of residence shall prohibit a student of a cyber charter school from participating in any extracurricular activity of that school district of residence: provided, that the student is able to fulfill all of the requirements of participation in such activity and the cyber charter school does not provide the same extracurricular activity.

15. A report of criminal history record, pursuant to section 111, for all individuals who shall have direct contact with students. Direct contact includes contact through any electronic means.

16. An official clearance statement regarding child injury or abuse from the Department of Public Welfare as required by 23 Pa.C.S. Ch. 63 Subch. C.2 (relating to background checks for employment in schools) for all individuals who shall have direct contact with students. Direct contact includes contact through any electronic means.

17. How the cyber charter school will provide adequate liability and other appropriate insurances for the cyber charter school, its employees and its board of trustees.

Section 1747-A:

1. The curriculum to be offered and how it meets the requirements of 22 Pa. Code Ch.4 (relating to academic standards and assessment) or subsequent regulations promulgated to replace 22 Pa. Code Ch. 4.

2. The number of courses required for elementary and secondary students.

3. An explanation of the amount of online time required for elementary and secondary students.

4. The manner in which teachers will deliver instruction, assess academic progress and communicate with students to provide assistance.

5. A specific explanation of any cooperative learning opportunities, meetings with students, parents and guardians, field trips or study sessions.

6. The technology, including types of hardware and software, equipment and other materials which will be provided by the cyber charter school to the student.
7. A description of how the cyber charter school will define and monitor a student’s school day, including the delineation of on-line and off-line time.

8. A description of commercially prepared standardized achievement tests that will be used by the cyber charter school in addition to the Pennsylvania System of School Assessment test, including the grade levels that will be tested and how the data collected from the tests will be used to improve instruction.

9. The technical support that will be available to students and parents or guardians.

10. The privacy and security measures to ensure the confidentiality of data gathered online.

11. The level of anticipated enrollment during each school year of the proposed cyber charter school including expected increases due to the addition of grade levels.

12. The methods to be used to insure the authenticity of student work and adequate proctoring of examinations.

13. The provision of education and related services to students with disabilities, including evaluation and the development and revision of individualized education programs.

14. Policies regarding truancy, absences and withdrawal of students, including the manner in which the cyber charter school will monitor attendance consistent with the provisions of section 1715-A (9).

15. The types and frequency of communication between the cyber charter school and the students and the manner in which the cyber charter school will communicate with parents and guardians.

16. The addresses of all facilities and offices of the cyber charter school, the ownership thereof and any lease arrangements. If the cyber charter school has more than one facility, it must designate the administrative office where all student records shall be maintained as required by section 1748-A(h).

Section 1743-A(c)(d)

1. Describe how your cyber charter school will make available upon request, either in writing or electronically, the following information to each student’s school district of residence:
   a. A copy of the charter.
   b. A copy of the cyber charter school application.
   c. A copy of all annual reports prepared by the cyber charter school.
   d. A list of all students from that school district enrolled in the cyber charter school.
2. Describe how the cyber charter school upon request and prior to the student’s first day in the cyber charter school will provide, either in writing or electronically, the following information to the parent or guardian of a student:

   a. A list and brief description of the courses of instruction the student will receive. The list shall be updated annually for each grade level in which the student is enrolled.

   b. A description of the lessons and activities to be offered online and offline.

   c. The manner in which attendance will be reported and work will be authenticated.

   d. A list of all standardized tests the student will be required to take during the school year and the place where the test will be administered, if available.

   e. The meetings to be held during the school year between a parent or guardian and a teacher and among other school officials or parents or guardians and the manner in which the parent or guardian will be notified of the time and place for the meeting.

   f. The address of the cyber charter school and the name, telephone number and e-mail address of the school administrator and other school personnel.

   g. A list of any extracurricular activities provided by the cyber charter school.

   h. The names of the student’s teachers, if available, and the manner in which each teacher can be contacted by the student or the parent of guardian.

   i. A list of all services that will be provided to the student by the cyber charter school.

   j. Copies of policies relating to computer security and privacy, truancy, absences, discipline and withdrawal or expulsion of students.

   k. Information on:

      i. The cyber charter school’s professional staff, including the number of staff personnel, their education level and experience.

      ii. The cyber charter school’s performance on the PSSA and other standardized test scores.

   l. Information regarding the proper usage of equipment and materials and the process for returning equipment and materials supplied to the students by the cyber charter school. A parent or guardian shall acknowledge, either in writing or electronically, the receipt of this information.

   m. A description of the school calendar, including, but not limited to, the time
frame that will constitute a school year and a school week, holiday and term breaks.

Section 1748-A

1. Within 15 days of the enrollment of a student to a cyber charter school, the parent or guardian and the cyber charter school shall notify the student’s school district of residence of the enrollment through the use of the notification form developed by the Department of Education.

2. The cyber charter school and the parent or guardian shall provide written notification to the school district of residence within 15 days following the withdrawal of a student from the cyber charter school.
This application fact sheet is intended to be a “finger-tip” summary of your application. The information furnished below must be an accurate representation of the application and must correspond to the information provided in the body of the application.

Proposed Cyber Charter School Name (Must Include “Charter School” in the Title): Synergy Cyber Charter School

Proposed Cyber Charter School Administrative Location (Address, City/Town and Zip Code):
222 North Keswick Ave; Glenside, PA  19038

County: Montgomery County

Intermediate Unit: Montgomery County #23

Proposed Start Date: September 2015

Federal Employer Identification Number: 46-3750258

Contact Person:
First: Elbert  Middle: NMI  Last: Sampson

Organization Synergy Cyber School Group

City_________________________State_________________________Zip

Code________________________

Telephone: 215-485-2013  Fax Number:  E-mail: elbert.sampson@comcast.net

<table>
<thead>
<tr>
<th>Founding Coalition: Indicate Number of Representatives per Group</th>
<th>Grade and Age Ranges</th>
<th>Projected Student Enrollment Year 1-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parents: 35</td>
<td>Elementary: 5 - 13  Secondary: 13 - 18  Age of Kindergarten: 5  Age of Beginners: 5  Circle Appropriate Grade(s) (K 1 2 3 4 5 6 7 8 9 10 11 12)</td>
<td>1st Year: 225 (K-8)  2nd Year 275 (K-10)  3rd Year: 300 (k-11)  4th Year: 325 (k-12)  5th Year: 325 (k-12)</td>
</tr>
</tbody>
</table>
Does the cyber charter applicant have an existing retirement system? Yes No  X

Does the applicant group presently have access to a facility suitable for the cyber charter school’s administrative offices? Yes No

**School Focus:** Describe, in brief terms and on an additional page, the proposed cyber charter school’s mission, educational focus, and other essential characteristics.
I. SCHOOL DESIGN

I.1. Mission Statement:

I.1.A. Briefly describe the core philosophy or underlying purpose of the proposed school.

Mission

The mission of the Synergy Cyber Charter School (SCCS) is to provide to the students of Pennsylvania a year round opportunity to learn basic academic lessons, to refine their knowledge and to expand their ability to navigate an increasingly complicated and challenging world of technology. The school pledges to provide the highest level of instruction, the most comprehensive guidance and tireless dedication to the pursuit of excellence in the education of each of our students.

The Synergy Cyber Charter School, in partnership with families and the neighboring community, endeavors to provide its students with a sound basis for life-long learning and success.

Administrators and teachers of Synergy Cyber Charter School are pledged to the following goals of education:

1. Commitment to the education of all children in our school.
2. Commitment to the belief that education is the process whereby society utilizes its knowledge of learning to develop each individual to the highest degree possible in a democratic society.
3. Commitment to providing the opportunity for each child to have a solid academic program and an awareness of vocational skills needed in life.
4. Commitment to a variety of teaching methods and instruction with the knowledge that individual differences exist and must be met. We believe that students should be encouraged, challenged and motivated by each day's activities.
5. Commitment to the belief that every child should be encouraged and stimulated to be perceptive, to develop critical thinking skills, and to make logical decisions based on fact.
6. Commitment to the task of developing in each child an awareness of our country's past and our culture. This task includes developing a sense of citizenship as students become aware of their role in the community, state, nation and world.
7. Commitment to a program that stresses the basic tools of learning and communication.
8. Commitment to the development of self-discipline, responsibility for one's own actions, the importance of health and safety, and the ability to handle interpersonal relationships.
I.1.B. What is your overarching vision of the school?

Explanation: Define a concise plan for an innovative public school that will lead to improved educational performance. Consistency between the mission and the educational programs should be articulated to achieve improved performance.

Vision

Synergy Cyber intends to provide its families with the best possible, individualized education for the grade level of the student. The school will use the latest technology to communicate with its students; the most highly trained and qualified teachers available, the most comprehensive curriculum and learning materials and the most comprehensive and exciting educational experience individualized to meet each student’s needs.

Educators must prepare students for independent learning at the earliest levels of preparation in order to make them competitive. We believe that the marriage of emerging technologies, the proven educational methodology and our ability to infuse students with a desire to learn will provide the basis of a sound educational program with articulable goals and measurable outcomes.

Our vision is to encourage our youth to be self-sufficient, well-informed, confident, responsible and global in order to be competitive in tomorrow’s society.

Synergy Cyber Charter School Beliefs:

- Every individual has inherent worth.
- Learners actively construct their own knowledge.
- Learning should not be confined to the traditional September – June school calendar.
- Learners come to task with prior knowledge, beliefs and strategies that influence their understanding of, and approach to, subsequent events and activities.
- Learning is supported by social interaction among students and among adults.
- Culture influences learning by making certain knowledge, beliefs, and practices are more salient or readily understood than others.
- Education should reflect authenticity, academic rigor, applied learning, active exploration and opportunities for improving teacher/student relationships and assessments.
- Learning should be individualized for all students at every level.
- High standards imply an expectation for educators as well as learners.
- School must be a safe and inviting environment conducive to learning.
I.2. Measurable Goals and Objectives:

I.2.A. What are the school’s measurable academic goals and objectives to promote student learning?

The school’s measurable academic goals to promote student learning are the imparting of the knowledge that will allow the students to demonstrate proficiency on standardized tests; students will develop skills that allow them to learn new and unfamiliar material; students will develop behaviors that will promote consistency and discipline and students will develop student-appropriate dispositions.

The measurable objectives are those things students will be able to do as a result of engaging in the learning activity. The objectives are aligned with goals but are more concrete and measurable. Students will demonstrate a knowledge of the course material and will be able to explain the primary points of each lesson.

The school’s measurable academic goals and objectives will incorporate the analysis of standardized tests; of an indication of interest measured by consistent participation; by the measure of the involvement of families, parents and guardians; by the commitment of our teachers and other support personnel and by our ability to attract partners to the school. All of the above, taken together, for the nucleus of the learning environment that will provide the ability for each of our students to achieve his goals and to succeed at Synergy Cyber CS.

One of the measurements of academic achievement will be the increase in proficiency in the use of the English language measured by testing, writing exemplars and general academic achievement. Likewise, we will measure proficiency in other subjects in a similar manner. We will rely on testing as well as comparisons between our student’s performance and that of students at other schools.

One of the core goals of the Synergy Cyber Charter School will be to increase student achievement by building a program that will emphasize more “time on task” for all students in all of the major areas of learning, especially in reading. It is the intent of the school to offer classes for a longer period during the day and for more time during the course of the year. We believe that all students can learn and that in order to accommodate those who learn at different paces, we must provide the opportunity to seek and secure knowledge when and how the students are capable to do so.

The primary academic goals of the school will be:

With regard to the plan to measure and achieve student progress towards academic goals and objectives of the school, Synergy plans to measure student progress for the first five years by feedback from the Compass Learning Odyssey system that provides evidence of particular academic standards and content mastered by students as they progress through the system, by NWEA Map assessment scores administered as interim math, reading and science
assessments three times a year from grades K to 12, and from PSSA scores and Keystone scores that will be administered once per year at their respective grade levels (or course enrollments in the case of Keystone Exams). These measures, taken together, will provide a wealth of evidence regarding each student’s progress, the progress of the school as a whole, and the progress of groups of students (e.g., black students, Hispanic students, ELL students, special education students, low income students).

Growth in a self-paced learning environment, what we are calling Performance-based Progression, will be measured by the same means as we would use in any education environment. We will use testing, project completion, and subjective measures such as observation and verbal assessment by our teaching staff.

Synergy will measure one year of academic growth as well as retain and promote students given the educational program based on their performance in the Performance-based Progression model. We need to have a measurable and predictable means of determining that a student has successfully completed the requirements for the grade. The school will form a matrix that includes work accomplished, tests and quizzes and a final assessment by the teacher for each mini-component of the course. These mini-components could then be added together to provide an equivalent for a semester of work. The idea would be that instead of three or four marking periods, the school could have eight modules. The student would need to successfully complete six of the eight modules to get a passing grade in the class. As soon as the student completed all eight of the modules, he/she could “pass” the course and start the next level of instruction.

Synergy will designate that the student has to achieve 75% proficiency in a course (e.g., a “grade level” in the scope and sequence within a subject), and that proficiency requires a combination of online quizzes (mostly Compass Learning built-in assessments), teacher made quizzes, projects and teacher-made tests, the same way it is done in schools all over the country. There will be clear criteria for student progression through all of the offerings of the school. In determining student proficiency (e.g., “passing” scores), the greatest weight will be placed on assessments built into each Compass Learning program. Teachers will actively monitor student progress, and assign both Compass and other supplemental assignments and tutoring based on student performance on ongoing assessments. Growth rates are expected to be at least a grade level’s growth in each subject each calendar year for each student. Students will be encouraged to achieve more than one grade level’s worth of growth in each subject each year, and will be provided extra support in terms of tutoring and additional resources if they appear to be progressing less than one grade level each calendar year. Students mastering different subjects at different rates will not be penalized or discouraged for studying different subjects at different grade levels.

The application describes the curriculum that will be used at Synergy, the alignment of the curriculum to the Pennsylvania Academic Standards, Anchors and eligible content, the
blended model of self-paced progression and teacher-assigned projects and online learning assignments, the extended hours of schooling and support that Synergy will provide, and the research-basis of the CompassLearning Odyssey curriculum and online learning model that will be the core of our teaching and learning program. In addition to these elements, which are described above, Synergy will utilize a Response to Intervention (RTI) model that will continually assess student academic skill levels and provide tiers of additional intervention and support in areas in which students are lagging behind their peers.

The Response to Intervention Model at Synergy

Response to Intervention is designed to provide early, effective assistance to struggling learners. Response to Intervention seeks to prevent academic failure through early intervention, frequent progress measurement, and increasingly intensive research based instructional interventions for children who continue to have difficulty. Synergy will use CompassLearning to provide a Response to Intervention approach by employing various levels of student support and additional time on task.

Online and offline activities provide intervention opportunities at the following levels of student proficiency:

• 1. Benchmark: Students who, while generally making good progress, may be experiencing temporary or minor instructional difficulties

• 2. Strategic: Students who function one to two standard deviations below the mean and need systematic, explicit instructional support in a smaller group setting

• 3. Intensive: Students who are seriously at risk of failure and who have demonstrated chronically low performance on multiple measures of academic proficiency.

Synergy will assess student progress and assign students to appropriate levels of additional support and/or CSAP Teams to determine whether or not they might need Individualized Education Programs and special education support. Each tier of support will require assignment to additional academic support and review, additional tutoring, and targeted assistance in the form of additional types of online learning curricula.

The following indicators will be tracked to gauge the impact of our school and assess our success in helping our student to achieve high levels of academic performance and growth. These measurable academic goals are the same measures used in the calculation of the Pennsylvania School Performance Profile (% of students scoring proficient or advanced on PSSAs/Keystones in Math, Reading, Science and Writing, growth of students on those four
areas of PSSA and Keystone assessments based on PVAAS calculations, and closing of the achievement gap for all students and for historically underperforming students. Our ultimate goal is to maintain a School Performance Profile overall score of 70 or above, something that has been achieved by no Pennsylvania Cyber Charter School as of the 2013 SPP.

Indicators of Effectiveness:
Type: Annual

- Data Source: 2014-15 PSSA Scores, Grades 3 to 8, in Reading, Math, Writing and Science; Keystone Exams in Algebra I, English Literature, Biology 1
- Specific Targets:
  - PSSA/Keystone - 40% of Synergy Cyber students will score proficient or advanced on the Mathematics PSSA/Keystone Algebra 1
  - PSSA/Keystone - 40% of Synergy Cyber students will score proficient/advanced on the Reading PSSA/Keystone English Literature
  - PSSA/Keystone - 40% of Synergy Cyber students will score proficient/advanced on the Science PSSA/Keystone Biology 1
  - PSSA/Keystone - 40% of Synergy Cyber students will score proficient/advanced on the Writing PSSA
  - PVAAS Reading - Academic growth score on SPP will be at least 66 based on achieving growth just below (between 1 and 2 standard errors below) other similarly sized schools in PA.
  - PVAAS Math - Academic growth score on SPP will be at least 66 based on achieving growth just below (between 1 and 2 standard errors below) other similarly sized schools in PA.
  - PVAAS Science – Academic growth score on SPP will be at least 66 based on achieving growth just below (between 1 and 2 standard errors below) other similarly sized schools in PA.
  - PVAAS Writing- Academic growth score on SPP will be at least 66 based on achieving growth just below (between 1 and 2 standard errors below) other similarly sized schools in PA.
  - Closing the Math Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)- Synergy will close the achievement gap with historically underperforming students by 50%.
  - Closing the Reading Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)- Synergy will close the achievement gap with historically underperforming students by 50%.
• Closing the Science Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)- Synergy will close the achievement gap with historically underperforming students by 50%.

• Closing the Writing Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)- Synergy will close the achievement gap with historically underperforming students by 50%.

Type: Annual

• Data Source: 2015-16 PSSA Scores, Grades 3 to 8, in Reading, Math, Writing and Science; Keystone Exams in Algebra I, Literacy, and Biology

Specific Targets:
• PSSA/Keystone - 45% of Synergy Cyber students will score proficient or advanced on the Mathematics PSSA/Keystone Algebra 1
• PSSA/Keystone -45 % of Synergy Cyber students will score proficient/advanced on the Reading PSSA/Keystone English Literature
• PSSA/Keystone - 45% of Synergy Cyber students will score proficient/advanced on the Science PSSA/Keystone Biology 1
• PSSA/Keystone - 45% of Synergy Cyber students will score proficient/advanced on the Writing PSSA
• PVAAS Reading - Academic growth score on SPP will be at least 70 based on achieving growth just below (1 standard error below) other similarly sized schools in PA.
• PVAAS Math - Academic growth score on SPP will be at least 70 based on achieving growth just below (1 standard error below) other similarly sized schools in PA.
• PVAAS Science – Academic growth score on SPP will be at least 70 based on achieving growth just below (1 standard error below) other similarly sized schools in PA.
• PVAAS Writing- Academic growth score on SPP will be at least 70 based on achieving growth just below (1 standard error below) other similarly sized schools in PA.
• Closing the Math Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)- Synergy will close the achievement gap with historically underperforming students by 55%.
• Closing the Reading Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)-
Synergy will close the achievement gap with historically underperforming students by 55%.

- Closing the Science Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)-Synergy will close the achievement gap with historically underperforming students by 55%.
- Closing the Writing Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)-Synergy will close the achievement gap with historically underperforming students by 55%.

**Type:** Annual

- Data Source: 2016-17 PSSA Scores, Grades 3 to 8, in Reading, Math, Writing and Science; Keystone Exams in Algebra I, Literacy, and Biology

**Specific Targets:**

- PSSA/Keystone - 51% of Synergy Cyber students will score proficient or advanced on the Mathematics PSSA/Keystone Algebra 1
- PSSA/Keystone -51% of Synergy Cyber students will score proficient/advanced on the Reading PSSA/ Keystone English Literature
- PSSA/Keystone - 51% of Synergy Cyber students will score proficient/advanced on the Science PSSA/ Keystone Biology 1
- PSSA/Keystone - 51% of Synergy Cyber students will score proficient/advanced on the Writing PSSA
- PVAAS Reading - Academic growth score on SPP will be at least 75 based on achieving equivalent growth (0 standard errors below) to other similarly sized schools in PA.
- PVAAS Math - Academic growth score on SPP will be at least 75 based on achieving equivalent growth (0 standard errors below) to other similarly sized schools in PA.
- PVAAS Science – Academic growth score on SPP will be at least 75 based on achieving equivalent growth (0 standard errors below) to other similarly sized schools in PA.
- PVAAS Writing- Academic growth score on SPP will be at least 75 based on achieving equivalent growth (0 standard errors below) to other similarly sized schools in PA.
- Closing the Math Achievement Gap with Historically Underperforming
Students (e.g., combination of Black, Hispanic, Special Education Students)-Synergy will close the achievement gap with historically underperforming students by 60%.

- Closing the Reading Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)-Synergy will close the achievement gap with historically underperforming students by 60%.
- Closing the Science Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)-Synergy will close the achievement gap with historically underperforming students by 60%.
- Closing the Writing Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)-Synergy will close the achievement gap with historically underperforming students by 60%.

Type: Annual

- Data Source: 2017-18 PSSA Scores, Grades 3 to 8, in Reading, Math, Writing and Science; Keystone Exams in Algebra I, Literacy, and Biology

- Specific Targets:
  - PSSA/Keystone - 51% of Synergy Cyber students will score proficient or advanced on the Mathematics PSSA/Keystone Algebra 1
  - PSSA/Keystone - 51% of Synergy Cyber students will score proficient/advanced on the Reading PSSA/Keystone English Literature
  - PSSA/Keystone - 51% of Synergy Cyber students will score proficient/advanced on the Science PSSA/Keystone Biology 1
  - PSSA/Keystone - 51% of Synergy Cyber students will score proficient/advanced on the Writing PSSA
  - PVAAS Reading - Academic growth score on SPP will be at least 78 based on achieving better growth (just under 1 standard errors above) other similarly sized schools in PA.
  - PVAAS Math - Academic growth score on SPP will be at least 78 based on achieving better growth (just under 1 standard errors above) other similarly sized schools in PA.
  - PVAAS Science – Academic growth score on SPP will be at least 78 based on achieving better growth (just under 1 standard errors above) other similarly sized schools in PA.
• PVAAS Writing - Academic growth score on SPP will be at least 78 based on achieving better growth (just under 1 standard errors above) other similarly sized schools in PA.

• Closing the Math Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students) - Synergy will close the achievement gap with historically underperforming students by 64%.

• Closing the Reading Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students) - Synergy will close the achievement gap with historically underperforming students by 64%.

• Closing the Science Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students) - Synergy will close the achievement gap with historically underperforming students by 64%.

• Closing the Writing Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students) - Synergy will close the achievement gap with historically underperforming students by 64%.

Type: Annual

• Data Source: 2018-19 PSSA Scores, Grades 3 to 8, in Reading, Math, Writing and Science; Keystone Exams in Algebra I, Literacy, and Biology

Specific Targets:

• PSSA/Keystone - 58% of Synergy Cyber students will score proficient or advanced on the Mathematics PSSA/Keystone Algebra 1

• PSSA/Keystone - 58% of Synergy Cyber students will score proficient/advanced on the Reading PSSA/Keystone English Literature

• PSSA/Keystone - 58% of Synergy Cyber students will score proficient/advanced on the Science PSSA/Keystone Biology 1

• PSSA/Keystone - 58% of Synergy Cyber students will score proficient/advanced on the Writing PSSA

• PVAAS Reading - Academic growth score on SPP will be at least 80 based on achieving better growth (1 standard errors above) other similarly sized schools in PA.

• PVAAS Math - Academic growth score on SPP will be at least 80 based on
achieving better growth (1 standard errors above) other similarly sized schools in PA.

- PVAAS Science – Academic growth score on SPP will be at least 80 based on achieving better growth (1 standard errors above) other similarly sized schools in PA.
- PVAAS Writing- Academic growth score on SPP will be at least 80 based on achieving better growth (1 standard errors above) other similarly sized schools in PA.
- Closing the Math Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)-Synergy will close the achievement gap with historically underperforming students by 68%.
- Closing the Reading Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)-Synergy will close the achievement gap with historically underperforming students by 68%.
- Closing the Science Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)-Synergy will close the achievement gap with historically underperforming students by 68%.
- Closing the Writing Achievement Gap with Historically Underperforming Students (e.g., combination of Black, Hispanic, Special Education Students)-Synergy will close the achievement gap with historically underperforming students by 68%.

Students who achieve eligibility to graduate will do so within the designated time frame. After five years, Synergy Cyber will graduate 80% of the students who stay in school through the 12th grade.

I.2.B. What are the schools measurable non-academic goals and objectives to promote student performance?

The school’s non-academic goals will be measured by global participation and citizenship. The students will develop and evolve as learners and as responsible youth as they progress through the grades. We will endeavor to have our students develop partnerships with younger students as they progress through the grades. A measure of successful partnering will be the reports from students about the ability to seek and receive guidance and advice from their older partners. We also believe that we will be able to measure these goals by reporting from the parents. Our students will be encouraged to participate in community service.
programs at the lower grade levels. As the students advance through the grades, the role of community service will be more inculcated into the life of the student within the school.

Specific goals for the school that are non-academic are:

The non-academic goals (in **bold** print below) have objectives for building the educational program that reflects a commitment to academic excellence for all students. The following are the non-academic goals articulated in the application:

1. **The school will maintain a staff of certified teachers.**
   Teachers will be recruited from many sources including various sources that are used for this purpose. The school will focus its hiring of teachers on those who are certified in the areas in which they would be employed. Synergy Cyber is committed to employing certified teachers and those teachers who bring to the school the best experience and knowledge as well as a passion for teaching.

2. **The school’s parents will maintain a critical role in the life of the school and will be education partners with the school for the benefit of their children.**
   The school will foster the development of a parent organization that will be able to interface with the management and staff of the school. Synergy will task an administrative employee to manage and coordinate the parent organization. At the beginning of each school year, there will be a meeting of parents during which the school administration will present the goals for the school year, the opportunities for parents to participate in the operation of the school and will solicit input from the parents. This will take the form of a webinar or an electronic town hall. We envision having a meeting on a monthly basis that will be designed to keep parents apprised of the progress of the school and to be a forum for eliciting input from the parents.

   **Development of Parent Organization**

   The school will foster the development of a parent organization that will be able to interface with the management and staff of the school. Synergy will task an administrative employee to manage and coordinate the parent organization.”

3. **The school will build a network of community partners and assets that will play an on-going and critical role in the life of the school and the academic well-being of the students.**
   Synergy will contact organizations throughout the state that provide services, play and advocacy role and engage families in any number of forms. We will ask that these organizations work through the Synergy network of families to provide their services, inform our families of the
services they provide and establish a mechanism for our families to participate in their activities.

4. The school will participate in research to learn more about how students learn in a cyber-environment and will apply the lessons to the operation of the school.

Synergy will engage schools of Education and Social Work at a number of the universities in the state and elicit research involvement in the life of Synergy Cyber. The operation of cyber schools is still new and there have not been many significant analyses of the productivity of cyber education, especially with the lower grade students.

Synergy will pursue access to professors who have an interest in education or computer-based learning and who are teaching courses at the graduate level. Synergy will be actively involved in structuring research projects that will enhance our understanding of how computer-based teaching and learning fit into contemporary society.

I.3. Educational Program:

The Educational Program will be comprised of clear, measurable goals with objectives for building the educational program that reflects a commitment to academic excellence for all students.

I.3.A. Describe the educational program of the school, providing a detailed description of the curriculum and the content in all subject areas.

(See Vol. I Appendix A for a detailed description of Curriculum Standards)

Synergy has the capability, in terms of support and planning, to provide comprehensive learning experiences to all its students.

Synergy Cyber Charter has a team of experienced educational leaders that will develop plans for and implement the school’s unique design, recruit high quality staff and manage the day to day operations of the school in pursuit of a high quality education that meets the requirements of Pennsylvania’s Education Code. Elbert Sampson, the school’s team leader, is an experienced charter school administrator, having led Wakisha Charter School in Philadelphia, and who has served as a Board member for both Wakisha and for a Pennsylvania cyber charter school, Achievement House Cyber Charter School. Alex Schuh, Ph.D., has been planning, developing, and assisting with the implementation of dozens of schools, public and charter, since the advent of charter schools in Pennsylvania in 1998. His charter and cyber-charter designs are found throughout Pennsylvania and nearby states, and he is intimately
familiar with the requirements of Pennsylvania’s Education Code with regard to charter schools and cyber charter schools, as well as with educational technology, curriculum, assessments, personnel requirements, fundraising, special education, English Language Learning, and the intricacies of federal education programs.

Our team includes members of the International Society for Technology Education, American Evaluation Association, Pennsylvania Coalition of Charter Schools, and INACOL. Our team’s expertise is explained in more detail in the Founders section of the application, and in the resumes included in the Appendix D.

A scope and sequence for all of the required courses in grades K to 12 have been included in the appendix to this document. The vast majority of the curriculum offerings are provided through the Compass Learning Odyssey system, which has extensive online curricula designed specifically to engage students at an appropriate age/grade level, and is correlated to and based on both national standards and Pennsylvania Academic Standards. The courses in the Appendix are presented by subject and by grade with their correlation to the Pennsylvania Academic Standards in the appropriate subject areas, including the Pennsylvania Common Core State Standards. Successful completion of these courses will allow students to meet all academic standards under 22 PA Code Chapter 4. The school’s full curriculum is summarized here.

**Curriculum Overview and Curriculum Description by Grade and Subject**

Curriculum Materials and Academic Progression K to 12 (Revised and expanded from initial application) [See Appendix to this document for a detailed description of Synergy’s Curriculum Scope and Sequence and alignment to PA Standards and Assessment Anchors]

Materials used in Synergy Cyber Charter School’s program are of the highest quality, and have been reviewed and recommended by national educational organizations including iNACOL (International Association for K–12 Online Learning), the International Reading Association, the National Council of Teachers of Mathematics, the National Council for the Social Studies, and The National Science Teachers Association (NSTA). They have also been reviewed by the founders of the school, who have chosen them because of their ability to support student interest-driven learning and self-paced progression. All of the materials have been reviewed for Pennsylvania’s Academic Standards, and the Common Core State Standards where appropriate. It is understood that online learning materials, as well as Common Core Standards-related materials, are in a rapid state of development and that there may be materials available soon that build on this substantial base. We will continually research and add materials and online tools that appear to work best for our teachers, students and parents, provided that they support our model of student-centered, year-round learning.
In order to manage the progression of our students through the curriculum, Synergy will utilize Haiku Learning’s Learning Management System. This system allows individualized student academic planning, standards-based progress monitoring and built-in assessment, and collaborative communication with students and parents regarding planning and academic success (www.haikulearning.com). With Haiku, students and parents will be able to:

- Review and comment on Individual Learning Plans
- Access lessons and assignments.
- Check on up-to-the-minute grading of assignments.
- Access webmail and communication tools
- Access online curriculum and learning resources.
- Collaborate with teachers and students on projects
- Comment on progress or request tutoring and academic assistance.

Because the school is predicated on the concept that learning is a continual process of creating, exploring, internalizing ideas, practicing and applying skills and sharing representations and projects with others, there is no particular notion of “lower school” vs. “middle school” vs. “high school”.

Learning is viewed and presented as a continuum, a process of cycling through, reviewing and applying ideas that will be a primary operating mode for a person from childhood through adulthood. Child development is certainly recognized, particularly as one moves from a more concrete way of thinking within a more isolated context to a more abstract way of thinking across a broad array of local and even global contexts. However, one is not restricted to learning in a particular way or about a particular phenomenon simply because they are “in middle school”. Students are assigned to grades more out of recognition of the need to demonstrate proficiency on a particular exam than on an understanding that learning is in any way particularly linear.

The centerpiece of our curriculum offerings is CompassLearning Odyssey, an online learning system that integrates assessment into online lessons, and uses results from assessments to help parents and teachers assign appropriate lessons while providing feedback to students regarding their current state of mastery of a particular concept or skill. CompassLearning allows the school to set mastery levels for student progression to the next concept, skill or academic content piece, which supports our school’s mastery-based progression model. Students will demonstrate mastery of the curriculum through built-in assessments, teacher-made assessments, nationally standardized assessments (NWEA/Map), ACUITY testing, and state assessments (PSSA and Keystone tests). Results of these assessments will be used to set the next set of tasks for each student, allowing teachers, parents and students themselves to monitor their progress, and to set a path of academic acceleration in each subject that does not limit them to a particular “grade level” in their
studies. CompassLearning’s Odyssey will form the core of our academic program in Math, English/Language Arts, Science and Social Studies, with supplements from other PA Standards-aligned curricular materials. Arts and Music will be integrated in CompassLearning lessons and activities in English/Language Arts and Social Studies, and will be supplemented with materials from MusicPlay Music Education (student and teacher texts, cd's and online curricula), A Survival Kit for the Elementary/Middle School Art Teacher by Helen D. Hume (2002); Understanding Music, 4th edition by Prentice Hall, 2005. Artsguide: World and Web, Dennis J. Sporre, Prentice Hall. Perceiving the Arts, 7th edition, Dennis J. Sporre, Prentice Hall, 2002, and Reality Through the Arts, 6th ed., Dennis J. Sporre, Prentice Hall, 2006. Technology curriculum will be based largely on EasyTech interactive online learning program from Learning.com, which is aligned to both National Educational Technology Standards (NETS) and PA Academic Standards in Science and Technology. Health and Physical Education studies will be based largely on the Fitness4Homeschool online curriculum and Glencoe’s Health texts and online materials. World Languages (Spanish) will be offered to students in grades 7 to 12 in Spanish through CompassLearning Odyssey, with the option of taking additional languages using RosettaStone online language learning programs.

About Compass Learning

The CompassLearning system advocates and uses frequent monitoring of learning and teaching, using multiple forms of data to diagnose student learning, resulting in increased student learning. The instructional component is based on current and confirmed research and recommendations from leading educational, psychological, and neuroscience researchers including the recommendations and research of the national professional organizations, federal advisory panels, and independent groups such as the Instructional Research Group (directed by Russell Gersten and Joseph Dimino) in Long Beach, CA. CompassLearning takes cues from a variety of experts and researchers in the field of cognitive and instructional theory.

Odyssey was developed using the latest cognitive research and research on best teaching practices, including substantial input from the Understanding By Design program at Harvard University (Wiggins and McTighe, 2005), Odyssey is designed to create learning experiences that engage learners and result in learners gaining more sophisticated insights and abilities that will be reflected in a variety of performances both in school and in the real world. The big, transferrable ideas are communicated to students through the video lectures and a conversational interface. Additional information to build the understanding of the ideas is communicated through archival video and short reading passages.

Understanding by Design is a way of thinking about the design of curriculum, instruction, and assessment that pulls together many ideas and processes that have been tested both through research and classroom use. Used independently, these ideas and processes are valuable. Used within the conceptual framework of Understanding by Design, these ideas and processes can result in a way of thinking about curriculum, instruction, and
assessment that can give rise to powerful learning experiences that result in deeper understandings of facts, concepts, generalizations, principles, and other ideas contained in the various state standards.

CompassLearning applied the suggested instructional strategies and corresponding questions from Classroom Instruction that Works (Marzano, Pickering & Pollock 2001) to plan and develop assessment and content for positive effects on student learning and offer students the technology resources and opportunity to increase their academic achievement. The following activities drive the development of CompassLearning’s Odyssey, combined with the new emphasis on teaching the Common Core State Standards and national and state standards in all areas:

What will students learn?

- KWHL—Use interactive whiteboard technology
- Learning goals and contracts—Odyssey Community
- Surveys—Pre assessments

Which strategies will provide evidence of student learning?

- Feedback—Odyssey Community; existing questioning
- Games—Simple games; outside resources through Odyssey tasks
- Recognition—Existing questioning; Odyssey Community
- Which strategies will help students acquire and integrate learning?
- Advance organizers—Drag & drop; morphing maps; Odyssey Writer; use interactive whiteboard technology
- Cues and questions—Strings of questions designed to elicit inferences and analyze; Odyssey Writer; Odyssey Community
- Graphics enhanced notes—Direct instruction videos, summary screens, Odyssey Writer, Odyssey Community
- Summarizing—Odyssey Writer, Odyssey Community
- Note Taking—Note Card templates and draft tool in Odyssey Writer; Odyssey Community
- Cooperative learning—Odyssey Community
- Reinforcing effort—Existing questioning/feedback

Which strategies will help students practice, review, and apply learning?

- Identifying similarities and differences—Drag & drop; existing questioning; explicit instruction in direct instruction videos; graphic organizers in Odyssey Writer; use interactive whiteboard technology
- Homework and practice—Existing questioning; Odyssey Writer; offline resources/worksheets; Odyssey Community; games; quizzes; web activities; tool-kits (math and science)
- Generating and testing hypotheses—Offline science lab kits; existing questioning; Odyssey Community; tool-kits (math and science).
Odyssey combines 1500+ multimedia lessons, printable worksheets and graded activities in a largely student-paced environment that brings concepts to life. Math and language arts lessons are correlated to state standards. Science, social studies and are also provided. Parents get access to lesson plans, printable worksheets, teaching tools (located in the parent administration section), detailed reporting and parental support through the online Parent Forum.

**Overview of Synergy Cyber’s K to 8th Grade Curriculum Provided by Subject**

**English/Language Arts K to 8th Grade**

**Primary Materials: CompassLearning Odyssey by CompassLearning**

Early elementary curriculum (K through second grade) focuses on phonics, verbal comprehension, reading fluency, vocabulary development, reading comprehension, grammar and other language arts skills by integrating age-appropriate concepts within thematic units of study. Children learn to identify sounds, decode words, and analyze characters and settings in text.

In third, fourth and fifth grade, grammar, language conventions and reading strategies are further developed. Students expand upon literary knowledge through exposure to various genres. Grammar skills such as verb tenses, dialogue, and spelling rules are reviewed and applied. Students begin learning elements of the writing process, and respond to stories using critical thinking skills and written communication.

Sixth, seventh and eighth graders embrace literature, writing, and grammar through an extensive series of lessons on reading analysis techniques and writing strategies and styles. Advanced comprehension skills are developed through the use of context clues, figurative language, point-of-view, and cause and effect. Students learn to create summaries, identify main ideas, and compare and contrast story elements within various literary genres including: news, articles, short stories, persuasive texts and poetry. The writing component focuses on proofreading and editing skills, allowing students to apply their knowledge of conventions and appropriate use of grammar.

**Mathematics K to 8th Grade**

**Primary Materials: CompassLearning Odyssey by CompassLearning**

Through an interconnected set of online visual examples and interactive learning tools, worksheets, assessments and reading materials, Odyssey's math program teaches the following math strands: Number Sense and Operations - Knowing how to represent numbers, recognizing 'how many' are in a group, and using numbers to compare and
represent paves the way for grasping number theory, place value and the meaning of operations and how they relate to one another.

- **Geometry and Spatial Sense** - Children build on their knowledge of basic shapes to identify more complex 2-D and 3-D shapes by drawing and sorting. They then learn to reason spatially, read maps, visualize objects in space, and use geometric modeling to solve problems. Eventually children will be able to use coordinate geometry to specify locations, give directions and describe spatial relationships.

- **Measurement** - Learning how to measure and compare involves concepts of length, weight, temperature, capacity and money. Telling the time and using money links to an understanding of the number system and represents an important life skill.

- **Data Analysis and Probability** - As children collect information about the world around them, they will find it useful to display and represent their knowledge. Using charts, tables, graphs will help them learn to share and organize data.

- **Algebra** - The ability to sort and order objects or numbers and recognizing and building on simple patterns are examples of ways children begin to experience algebra. This elementary math concept sets the groundwork for working with algebraic variables as a child’s math experience grows.

Students are able to accelerate beyond the elementary math curriculum at young ages by demonstrating mastery, providing the ability to study high school level Algebra, Geometry and more prior to entering 9th grade.

**Science K to 8**

Primary Materials: CompassLearning Odyssey; Pearson Interactive Science

**CompassLearning Odyssey Science**

- CompassLearning Science is correlated to the PA Academy Standards in Science and Technology, providing a wide range of lessons in all major areas of science- Life Sciences, Physical Sciences, Chemistry and Earth and Space Sciences. Odyssey Middle School Science:

  - Includes a comprehensive suite of four science subject areas with the depth and breadth needed to address all learners
  - Offers engaging, age-appropriate curriculum and multi-media activities designed to spark students’ interest in science and prepare them for in-depth high school science courses
  - Requires critical thinking, collaboration, research and analysis skills, and the ability to apply learning, all essential to 21st century college and career readiness
  - Can be customized to address particular areas of interest for students
  - Provides nearly 500 learning activities, more than 200 quizzes, and 200+
Flash activities  (multi-media activities with videos, animations, and more).

Pearson Interactive Science

Pearson’s online, Interactive Science program is correlated to the PA Academic Standards in Science and Technology, and is designed to be hands on and very user friendly. It offers many opportunities for student self-directed learning, as well as for teacher-student collaboration. The program is fully digital, and there are several resources to support the student. Additionally, the reading level management allows students to change the reading level of the text to meet their individual needs. This allows students to study the deeper aspects of scientific knowledge and thinking even if their reading skills have not reached the level of their science skills. Interactive Science was designed using the principles of Grant Wiggins’ Understanding by Design (UBD), which encourages the asking and pursuit of Big Questions- which is what this school is all about. UBD is also “backwards designed”, beginning with what students are expected to understand, and building up through Bloom’s Taxonomy their knowledge and skills to the level of analysis and evaluation.

The program has the following features:

- Completely digital
- Aligned with PA science standards (soon the New National Science Standards NNSS)
- Engaging videos
- Interactive art simulations
- My reading web
- Takes full advantage of technology
- Big question chapter opener- Grant Wiggins understanding by design
- Trace big question mark throughout the online chapter
- Getting started activity at the beginning of each chapter
- Follows the 5-e concept: engage, explore explain elaborate and evaluate
- My planet diary feature- students blog about science concepts and answer questions regarding content material and text reading
- Dig deeper into science by reading text and interacting with the content
- Elaborate: apply interactive art simulations, engaging games,
- Evaluate- students assess by responding to key questions
- Saved and submitted to teacher
- More practice with virtual labs
- My science coach- students can do extra activities, games, choose reading level, assessments, etc. to support students
- My science online.com multimedia content for lesson planning
• Teachers can access resources and manage classes online.

Social Studies K to 8th Grade

Primary Curriculum Materials: Scott Foresman Social Studies (K to 6th); Compass Learning Odyssey (5th to 8th)

Scott Foresman Social Studies

Scott Foresman Social Studies is a PA Academic Standards-aligned, complete social studies curriculum that is designed to be engaging and to help every child become an active, involved, and informed citizen. Scott Foresman Social Studies content covers the key social studies strands: Citizenship, Culture, Economics, Geography, Government, History and Science/Technology. Scott Foresman Social Studies content is organized to provide flexibility in learning and teaching. Ample material is provided to explore topics in depth. Scott Foresman Social Studies provides systematic instruction to improve comprehension and to reach out to all learners. In every unit, reading skills are developed through built-in lessons. Target comprehension skills are pre-taught and then applied throughout the unit for sustained practice. Graphic organizers provide support for every skill. The curriculum is filled with compelling visuals, intriguing facts, and exciting real-world learning. Colonial Williamsburg Lessons provide exciting, special features from the nation’s largest living museum. Dorling Kindersley Visual Lessons provide bold, large-as-life photographs with interesting, easy-to-read expository captions. Music lessons introduce or reinforce important concepts and vocabulary. Discovery Channel School projects provide exclusive, hands-on unit projects that synthesize and enhance learning. A special feature entitled You Are There provides captivating suspense-packed reading that builds excitement and lets students experience the event from a personal perspective. Online materials for learning are pervasive, and connected to the offline curricular materials in all areas. A Web-Based Information Center continually updates information, maps, and biographies. The curriculum provides built-in skill lessons in every unit and multiple assessment tools to develop thinking citizens. Informal assessment opportunities monitor children’s learning and provide If/then guidelines with specific re-teaching strategies and effective practice. Formal assessment opportunities assess children’s learning and provide practice for key test-taking skills. Test-taking strategy lessons provide test preparation for national and state tests.

CompassLearning Odyssey Social Studies

CompassLearning’s Social studies curriculum at the middle school level provides numerous lessons, worksheets, quizzes and tests, organized into a variety of chapters. The online materials correlate to the PA Academic Standards, providing lessons about topics in world history, US history, and state history, geography, economics, and social sciences. Some of the topics include, e.g., Ancient Hebrew, Early Civilization of India, Early Civilization of China, Roman Empire, Settling the Western U.S., United States 1877-1914, Characteristics of
Physical Education/Health Grades K to 8
Primary Curriculum Materials: Fitness4Homeschool; Mcgraw Hill’s Glencoe Health

Fitness4Homeschool by Family Time Fitness
http://www.familytimefitness.com/fitness4homeschool/Fitness4HomeSchool.php

Physical Education and Health Education are vitally important to all children, but particularly when students will be spending a large amount of time in an online learning environment. We will help all of our students to develop a deep understanding of the importance of exercise and personal and public health, beginning with the online physical education and health curriculum provided by Fitness4Homeschool. The Fitness4Homeschool program is designed specifically for students who learn primarily at home, addressing some of the common problems that often arise with homeschoolers, such as limited time spent exercising and interacting actively with peers. Their 260 planned lessons require minimal preparation time, and are designed so that they do not require a large investment in equipment. The lessons are designed to accomplish the following objectives:

- Increase knowledge and teaching on how to exercise
- Improve gross motor skills
- Childhood obesity prevention
- Diabetes prevention
- Weight management
- Develop self-confidence
- Increase energy and focus for academic studies
- Provide family fitness experience
- Increase PE/ Fitness options

Lessons are designed to be appropriate to the age level of the student and modifiable for those who are ready to challenge themselves to reach higher levels of fitness.

Glencoe Health

Students will also learn about health and fitness using McGraw Hill’s Glencoe Health. Both sets of resources stress healthy choices and decision making. Glencoe Health teaches students the skills necessary to weigh options, to make responsible decisions, and to develop behavior that promotes healthy lifestyles. The materials also give students the skills they need to stand up to peer pressure, avoid risky behaviors, and develop the resilience they need to handle the changes they’ll face during their school years and throughout their lives using real-world examples. Students will also have the tools to become fit and active teens with the online Fitness Zone providing fitness and nutrition information in print and online including tips, energy boosters, and videos. Glencoe Health
uses the most complete teacher resources and the latest technology resources, including the Health e-Spotlight Video Series for Glencoe Health, to help build a healthy generation.

**Arts and Music Grades K to 8**


**MusicPlay Music Education**

MusicPlay is an award winning music curriculum for elementary grades. Musicplay is a sequential curriculum with lessons that follow the calendar year. The weekly lesson outlines the new concepts that will be taught, those that will be reviewed, and include seasonal and holiday repertoire. It can be taught by musical novices or experts. Important concepts are taught through play. Each week in each grade a new singing game is featured. The songs and games are chosen to teach musical concepts, to teach children about cultures around the world, and to provide songs for special days and performances throughout the school year. The Musicplay teacher’s guides include CD recordings. Each teacher’s guide includes 4-6 full length CDs with more than 100 musical selections per grade level. Children and adult voices are used, and there are many recordings licensed from popular children’s entertainers. Accompaniments include Orff arrangements, piano accompaniments and orchestrated accompaniments. Performance songs on the CDs have both performance tracks and accompaniment tracks. Multicultural songs feature authentic performances- songs in original languages and sung by native singers. Many of the multicultural songs are game songs that appeal to children even though the language and sound may be unfamiliar. The Listening Resource Kits provide the most comprehensive listening component of any music curriculum in North America. There are 24-40 examples per grade level. The reproducible items, maps, listening logs and activities are unique and teach children to become perceptive listeners. The student book is a 60-72 page soft cover book and is also available as a PowerPoint Edition.

**A Survival Kit for the Elementary/Middle School Art Teacher, Helen D. Hume**

Teachers, parents and students will use Helen Hume’s award-winning Survival kit to teach and learn about the fundamental concepts of art. This comprehensive resource provides practical information, proven management tips, and over 100 specially selected art projects to help K-8 art teachers implement an effective art education program and make art appreciation and activities fun. Materials are printed in a big 8" x 11" format with lay-flat binding for photocopying of various management aids and student project handouts, and organized into...
two main parts.

Part I: The Art Program, provides tested guidelines and reproducible items for building the program and making art appreciation and activities fun. Included are tips for writing art lesson plans, creating bulletin boards, and assessing artwork as well as the developmental characteristics of students as they apply to art at each grade level, K through 8, discipline suggestions, safety precautions, and more.

Part II: The Art Curriculum, presents more than 100 specially selected art projects organized by medium into nine units. Each project is illustrated, complete and ready for use, and includes adaptations for younger students, alternative project(s) and interdisciplinary and multicultural connection.

They include:

- Exploring the Elements & Principles of Design. Unit 1 features 12 stimulating projects to help students understand the basic elements and principles of art, such as Costumes & Color, Collage Cityscape, Mexican Sun (texture), and Black & White Makes It Right (contrast).

- Paper. The 10 projects in Unit 2 include a paper-making activity, Handmade Paper, and introduce various techniques for creating with paper in activities like Story Quilt and Pop-Up Greeting Cards.

- Drawing with Pencil, Pastels, Crayons & Markers. Unit 3 offers 14 projects exploring new ways to work with unfamiliar materials. In The Bestiary, Animal Drawings, for example, students draw an imaginary creature by combining parts of familiar animals.

- Painting. The 15 projects in Unit 4 introduce painting in tempera, acrylics, watercolor, and ink. For example, in Open the Door! Students study different examples of historical doors and arches then paint their own doorway.

- Printmaking. Unit 5 presents 11 methods of printmaking with how-to tips for each process, plus 7 stimulating printmaking projects such as Colorful Tiles, Relief Prints, and Japanese Fish Printing.

- Three-Dimensional Design. In Unit 6, you'll find 16 projects that give students the chance to assemble, carve or create masks with paper, wood, metal, soap and other materials, including Rolled Paper-Tube Sculpture, 3-D Sports Heroes, and Assemblage.

- Ceramics. The 8 popular projects in Unit 7 involve students in working with clay. Examples include Double Pinch Pot, Architectural Birdhouse, and Mural: Ceramic, Cement, Marbles, Noodle and Glass.
• Architecture: The Built Environment. Unit 8 features 10 architecture-based research activities, such as City Planning...Victorian Houses...Design a Chair...and Paint Your Dream House.

• Technology: Computer, Photography, Video. All 7 projects in Unit 9 utilize a computer. Students learn how to produce different typefaces, add texture, transform black and white copies, manipulate photos and more in activities such as Graphic Design: A Public Service Flyer, Line Drawing with a Flashlight, and Video Production.

Resources for all grade levels and All Subjects (K to 12th Grade) Safari Montage K to 12 Supercorp https://wwwsararimontage.com/Default.aspx

Safari Montage provides educational video titles tied to the curriculum and indexed to the Common Core Content Standards and Pennsylvania’s Academic Standards from the industry’s leading video publishers, which include Schlessinger Media, PBS, The History Channel, National Geographic, Scholastic, Disney Education, BBC and more. SAFARI Montage is now the only commercial digital distributor of PBS’ library of full-length programs to schools nationwide. SAFARI Montage provides an integrated Learning Object Repository, Video Streaming Library, Media Delivery System and Digital Learning Platform all wrapped into one. A full suite of integrated modules provides a single interface for users to access and manage all digital video and other visual resources from within the school's network or from home. Through Safari Montage, the school can easily upload and manage its own digital content, and disseminate it to all users throughout the school. The service provides K to 8 students 5,121 fully segmented and searchable video titles, 6,692 fully segmented and searchable video titles, along with 17,195 still images, 2,226 web links, 259 audio files and 246 documents. The content covers the areas of Social Studies, Math, Science, Language Arts, Art & Music, Foreign Language Instruction, Physical Education, Health & Wellness, and more. Each title includes extensive, standardized metadata to ensure that teachers can find exactly the clips they need. All video titles have been segmented into chapters and key concepts, and many include a quiz.

Safari Montage Topics

<table>
<thead>
<tr>
<th>Algebra</th>
<th>Agriculture</th>
<th>American History</th>
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<tbody>
<tr>
<td>American Literature</td>
<td>Ancient Civilizations</td>
<td>Art Appreciation</td>
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<td>Art Instruction</td>
<td>Astronomy</td>
<td>Authors</td>
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<tr>
<td>Biology</td>
<td>Black Studies</td>
<td>British Literature</td>
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<tr>
<td>Business</td>
<td>Calculus</td>
<td>Career and Technical Education</td>
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<td>Character Education</td>
<td>Chemistry</td>
<td>Conflict Resolution</td>
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<tr>
<td>Earth Science</td>
<td>Economics</td>
<td>Editing</td>
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<tr>
<td>Education</td>
<td>Environmental Science</td>
<td>Family &amp; Consumer Science</td>
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<tr>
<td>Fiction</td>
<td>Folk &amp; Fairy Tales</td>
<td>Forensics</td>
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<tr>
<td>Geography</td>
<td>Geometry</td>
<td>Grammar</td>
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<tr>
<td>Health &amp; Wellness</td>
<td>Holidays</td>
<td>Human Anatomy</td>
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<td>Life Science</td>
<td>Literacy</td>
<td>Meteorology</td>
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<td>Middle Ages</td>
<td>Middle East</td>
<td>Multiculturalism</td>
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<tr>
<td>Music &amp; Dance Appreciation</td>
<td>Mythology</td>
<td>Native Americans</td>
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<tr>
<td>Nonfiction</td>
<td>Physical Education</td>
<td>Physical Science</td>
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<tr>
<td>Physics</td>
<td>Poetry</td>
<td>Pre-Algebra</td>
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<tr>
<td>Proofreading</td>
<td>Psychology</td>
<td>Renaissance</td>
</tr>
<tr>
<td>Shakespeare</td>
<td>Space Science</td>
<td>Study Skills</td>
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<tr>
<td>Technology</td>
<td>Trigonometry</td>
<td>U.S. Government</td>
</tr>
<tr>
<td>Women's Studies</td>
<td>World Cultures</td>
<td>World History</td>
</tr>
<tr>
<td>World Language Instruction</td>
<td>World Religions</td>
<td>Writing Skills</td>
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</table>

(Spanish, French, Chinese, Japanese, German, Italian)

**Reading List - All Grades**

<table>
<thead>
<tr>
<th>Title</th>
<th>Author</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aeneid, The</td>
<td>Virgil</td>
</tr>
<tr>
<td>American Dream, and the Zoo Story, The</td>
<td>Albee, Edward</td>
</tr>
<tr>
<td>Americans' Favorite Poems: The Favorite Poem Project Anthology</td>
<td>Pinsky, Robert (editor); Dietz, Maggie (editor)</td>
</tr>
<tr>
<td>Ariel</td>
<td>Plath, Sylvia</td>
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<tr>
<td>Blood Wedding</td>
<td>Lorca, Federico Garcia</td>
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<tr>
<td>Book of Luminous Things, A</td>
<td>Milosz, Czeslaw (editor)</td>
</tr>
<tr>
<td>Collected Poems</td>
<td>Auden, W. H.</td>
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<tr>
<td>Coney Island of the Mind, A</td>
<td>Ferlinghetti, Lawrence</td>
</tr>
<tr>
<td>Crucible, The</td>
<td>Miller, Arthur</td>
</tr>
<tr>
<td>Cyrano de Bergerac</td>
<td>Rostand, Edmund</td>
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<tr>
<td>Doll's House, A</td>
<td>Ibsen, Henrik</td>
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<tr>
<td>Effect of Gamma Rays on Man-in-the-Moon Marigolds</td>
<td>Zindel, Paul</td>
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<tr>
<td>Fences</td>
<td>Wilson, August</td>
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<tr>
<td>For Colored Girls Who Have Considered Suicide When the Rainbow Is Enuf</td>
<td>Shange, Nzoke</td>
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<tr>
<td>Glass Menagerie, The</td>
<td>Williams, Tennessee</td>
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<tr>
<td>Hamlet</td>
<td>Shakespeare, William</td>
</tr>
<tr>
<td>Title</td>
<td>Author</td>
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<tr>
<td>Hedda Gabler</td>
<td>Ibsen, Henrik</td>
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<tr>
<td>House That Crack Built, The</td>
<td>Taylor, Clark</td>
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<tr>
<td>In the Trail of the Wind: American Indian Poems and Ritual Orations</td>
<td>Bierhorst, John</td>
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<tr>
<td>Julius Caesar</td>
<td>Shakespeare, William</td>
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<tr>
<td>Jump Ball: A Basketball Season in Poems</td>
<td>Glenn, Mel</td>
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<tr>
<td>King Lear</td>
<td>Shakespeare, William</td>
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<tr>
<td>Life Doesn't Frighten Me</td>
<td>Angelou, Maya</td>
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<tr>
<td>Macbeth</td>
<td>Shakespeare, William</td>
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<tr>
<td>Major Barbara</td>
<td>Shaw, George Bernard</td>
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<tr>
<td>Master Harold and the Boys</td>
<td>Fugard, Athol</td>
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<tr>
<td>Maus: A Survivor's Tale</td>
<td>Spiegelman, Art</td>
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<tr>
<td>Maus: A Survivor's Tale, II: And Here My Troubles Began</td>
<td>Spiegelman, Art</td>
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<tr>
<td>Merchant of Venice, The</td>
<td>Shakespeare, William</td>
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<tr>
<td>Midsummer Night's Dream</td>
<td>Shakespeare, William</td>
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<tr>
<td>Mind's Eye</td>
<td>Fleischman, Paul</td>
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<tr>
<td>Murder in the Cathedral</td>
<td>Eliot, T. S.</td>
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<tr>
<td>Navajo: Visions and Voices Across the Mesa</td>
<td>Begay, Shonto</td>
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<tr>
<td>Nothing but the Truth: A Documentary Novel</td>
<td>Avi,</td>
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<tr>
<td>Novemberland: Selected Poems, 1956-1993</td>
<td>Grass, Gunter</td>
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<tr>
<td>Oedipus the King</td>
<td>Sophocles,</td>
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<tr>
<td>Othello</td>
<td>Shakespeare, William</td>
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<tr>
<td>Out of the Dust</td>
<td>Hesse, Karen</td>
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<td>Paradise Lost</td>
<td>Milton, John</td>
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<td>Playboy of the Western World; and, Riders to the Sea, The</td>
<td>Synge, J. M.</td>
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<td>Poems of the Aztec Peoples</td>
<td>Kissam, Edward</td>
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<tr>
<td>Rhinoceros</td>
<td>Ionesco, Eugene</td>
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<td>Rime of the Ancient Mariner, The</td>
<td>Coleridge, Samuel</td>
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<tr>
<td>Romeo and Juliet</td>
<td>Shakespeare, William</td>
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<tr>
<td>Shaking the Pumpkin: Traditional Poetry of the Indian North Americas</td>
<td>Rothberg, Jerome</td>
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<td>Six Characters in Search of an Author</td>
<td>Pirandello, Luigi</td>
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<tr>
<td>Sonnets, The</td>
<td>Shakespeare, William</td>
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<td>Spoon River Anthology</td>
<td>Masters, Edgar Lee</td>
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<tr>
<td>Stop Pretending</td>
<td>Sones, Sony</td>
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<tr>
<td>Streetcar Named Desire, A</td>
<td>Williams, Tennessee</td>
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<tr>
<td>Tempest, The</td>
<td>Shakespeare, William</td>
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<tr>
<td>This Same Sky: A Collection of Poems from Around the World</td>
<td>Nye, Naomi Shihab (editor)</td>
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<td>Threepenny Opera, The</td>
<td>Brecht, Bertolt</td>
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<td>Twelfth Night</td>
<td>Shakespeare, William</td>
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<td>Two Trains Running</td>
<td>Wilson, August</td>
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<tr>
<td>Waiting for Godot: A Tragicomedy in Two Acts</td>
<td>Beckett, Samuel</td>
</tr>
<tr>
<td>What Have You Lost?</td>
<td>Nye, Naomi Shihab (editor)</td>
</tr>
</tbody>
</table>
Overview of Synergy Cyber’s 9th to 12th Grade Curriculum Provided by Subject

It is important to note here that the high school level curriculum scope and sequence is meant to be taken as continuous with the curriculum offered at the lower “grade” levels. The scope and sequence flows up and down across the continuum of learning in a discipline, and is meant also to be continuous with study at the AP/college level and above. Thus, a student could be studying Reading at a 7th grade level based on his or her needs, and simultaneously studying “high school” level Geometry, based on their demonstrated level of achievements and desire to learn. Likewise, a student taking the majority of their coursework at the high school level might need to learn science content that was offered at a lower grade level based on his or her demonstrated needs. The school and the curricula will be organized to support learners who have needs and are ready to learn at whatever level is most appropriate for them. Students will be assigned resources and coursework in their Learning Plans that correspond to their interests, levels of needs, and demonstrated mastery of content and skills.

High School Program and Graduation Requirements

Twenty-two (22) credits are required to graduate from Synergy Cyber Charter. This is higher than the former Pennsylvania state requirements, and provides the foundation we believe is necessary for adequate college preparation. High school courses are structured to assist students with achieving proficiency on the relevant Pennsylvania Academic Standards, PA Common Core Standards, and the Keystone Exams. In addition to the 22 required academic credits, in order to graduate, all students must complete a Senior Demonstration Project, be Proficient in required Keystone Exams (beginning in 2017) and apply to at least one postsecondary institution. AP exam scores of 3 or higher may be substituted for the Keystone exams subject to approval by the PA Department of Education.

Twenty-two Credit - Core Curriculum

<table>
<thead>
<tr>
<th>Credits</th>
<th>Subject Area</th>
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<tbody>
<tr>
<td>4</td>
<td>English</td>
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<tr>
<td>4</td>
<td>Science</td>
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<tr>
<td>4</td>
<td>Math</td>
</tr>
<tr>
<td>4</td>
<td>Social Studies</td>
</tr>
<tr>
<td>2</td>
<td>Spanish/World Language</td>
</tr>
<tr>
<td>1</td>
<td>Technology/Computers</td>
</tr>
</tbody>
</table>
World Language Fluency

All of our students must be able to read and communicate in a World Language (e.g., Spanish) prior to graduation. Certified Spanish teachers will provide coursework and instruction for students, and students will use CompassLearning Odyssey and Rosetta Stone online software to learn how to communicate in a language other than English. Additional languages will be provided to study through the Rosetta Stone online courseware, by request of parents and students and with approval by the school’s administration.

AP Courses

In addition to the standard upper level coursework and topics identified below, students will have the opportunity to study college level content in AP courses will be offered through the CompassLearning Odyssey system. Students will therefore have the opportunity to earn 5 or more Advanced Placement credits prior to graduating high school:

- AP Calculus AB
- AP Biology
- AP U.S. Government
- AP Macroeconomics
- AP Microeconomics

Additional online AP classes will be made available to students and parents requesting higher level coursework through Apex Learning, in the following subjects, AP Physics, AP Chemistry, AP Psychology, AP Statistics, AP U.S. History and AP English Language and Composition.

English/Language Arts- High School

English 1 (Compass Learning)

English students study literature, reading comprehension, vocabulary, essay development, research, functional text, and communication. Through the study of short stories, poetry, drama, and nonfiction, students analyze literary elements, devices, text structure, author’s purpose, and historical significance. Students read the novels, “Old Man and the Sea” by Ernest Hemingway, “Farewell to Manzanar” by Jeanne Wakatsuki Houston
and James D. Houston, and “Homecoming” by Cynthia Voigt to examine the concepts of point of view, setting, character development, conflict, rising action, climax, falling action, theme and motif. Students develop strategies for reading comprehension and vocabulary acquisition through explicit instruction, teacher modeling, and think-alouds. In addition, writing instruction focuses on the writing process with integrated grammar instruction. Students write a variety of multi-paragraph essays as well as study a variety of communication strategies and the research process. Students will connect to their own lives while demonstrating proficiency of writing process through narrative, reflective, descriptive, persuasive literary analysis and research writing. The instructional design is based on Common Core Standards and Pennsylvania Academic Standards.

English II (Compass Learning)

English students study literature, reading comprehension, vocabulary, essay development, research, functional text, and communication. Students will have the opportunity to expand their knowledge of technology, listening and viewing while studying a variety of genres. Through a wide variety of literature, students further analyze literary elements and devices, text/structure, author’s purpose, and historical significance. Students also read the novels “Of Mice and Men” by John Steinbeck, “House on Mango Street” by Sandra Cisneros, and “The Body of Christopher Creed” by Carol Plum-Ucci to further examine the concepts of setting, character analysis, inference, sequence of events, voice, dialogue, point of view, theme, conflict and motif. Students develop strategies for reading comprehension and vocabulary acquisition through explicit instruction, teacher modeling, and think-alouds. In addition, students write a variety of essays focusing on the writing process with integrated grammar instruction as well as study a variety of communication strategies and the research process.

Students will connect to their own lives while demonstrating proficiency of writing process through narrative, reflective, descriptive, persuasive literary analysis and research writing. The instructional design is based on Common Core Standards and Pennsylvania Academic Standards.

English III (Compass Learning)

English students study literature, reading comprehension, vocabulary, and functional text. Through the study of American literature covering the period from 1400’s to the present, students analyze literary elements and devices, text/story structure, author’s purpose, and historical significance. Students will read a variety of genres including fiction, non-fiction,
poetry, and folktales, while identifying author’s viewpoint and use of language. Students develop strategies for reading comprehension and vocabulary acquisition through explicit instruction, teacher modeling, and think-alouds, and apply these strategies to complex texts. Students compare forms of media and evaluate information presented using different text features. Students write a variety of essays with an emphasis on responding to literature through analysis and synthesis. The instructional design is based on Common Core Standards and Pennsylvania Academic Standards.

**English IV (Compass Learning)**

English students study literature, reading comprehension, vocabulary, and functional text. Active reading strategies process writing, and higher order/critical thinking skills will be utilized to analyze and interpret reading selections from specific time period. Through the study of British literature covering the period from 449 to the present, students analyze literary elements and devices, text structure, author’s purpose, and historical significance. Students develop strategies for reading comprehension and vocabulary acquisition through explicit instruction, teacher modeling, and think-alouds, and apply these strategies to complex texts. Students write a variety of essays with an emphasis on responding to literature through analysis and synthesis. The instructional design is based on Common Core Standards and Pennsylvania Academic Standards.

**MATHEMATICS- High School Level**

**Algebra I (Compass Learning)**

Algebra I includes the continued study of variables, equations, and functions. Topics include solving equations and inequalities, simplifying expressions, polynomials and factoring, graphing, radicals, and expanding arithmetic knowledge. The instructional design is based on state standards and research stemming from the National Mathematics Advisory Panel’s Final Report. This course includes scaffolding in the form of animation, feedback, hints, and a glossary. Embedded critical mistakes and common misconceptions guidance lead students to understand the reasoning behind correct and incorrect responses. There is also an emphasis on repetition and practice. The instructional design is based on Common Core Standards and Pennsylvania Academic Standards.

**Geometry (Compass Learning)**

Odyssey’s Geometry course includes the study of two- and three-dimensional objects and their properties as well as deductive and inductive reasoning (i.e., proofs and coordinate geometry).

Properties of geometric objects are covered including the study of: points; lines;
angles and planes; polygons with a special focus on quadrilaterals, triangles and shapes; circles; and solids. The instructional design is based on state standards and research developed by the National Mathematics Advisory Panel’s Final Report. This course includes scaffolding in the form of animation, feedback, hints, and a glossary. Embedded critical mistakes and common misconceptions guidance lead students to understand the reasoning behind correct and incorrect responses. There is also an emphasis on repetition and practice. The instructional design is based on Common Core Standards and Pennsylvania Academic Standards.

**Trigonometry (Compass Learning)**

Trigonometry is a course for students who have successfully completed Algebra I, Geometry, and Algebra II. The materials cover a development of trigonometry right triangle trigonometry to oblique triangles and the polar plane. Throughout the course, students will develop trigonometric formulas and use them in real-world applications, evaluate trigonometric proofs using complex trigonometric identities and solving trigonometric equations with regard to the unit circle. The instructional design is based on Common Core Standards and Pennsylvania Academic Standards.

The course seeks to help students expand their knowledge and skills so that they may achieve the following goals:

- Use trigonometry as a tool for indirect measurement.
- Model natural phenomenon with trigonometric functions.
- Perform operations with complex numbers using trigonometry.
- Use trigonometric identities to evaluate trigonometric proofs and solve trigonometric equations with regard to the unit circle.
- Solve for unknown sides and angles of right and oblique triangles using right triangle trigonometry, law of sines and law of cosines.

**Pre-Calculus (Compass Learning)**

Pre-calculus completes the formal study of the functions begun in Algebra I and Algebra II. Students focus on modeling, problem solving, data analysis, trigonometric and circular functions and their inverses, polar coordinates, complex numbers, conics, and quadratic relations. Discrete topics include the Proof by Induction and the Binomial Theorem along with sequences and series. The instructional design is based on state standards and research developed by the National Mathematics Advisory Panel’s Final Report. This course includes scaffolding in the form of animation, feedback, hints, and a glossary. Embedded critical mistakes and common misconceptions guidance lead students to understand the reasoning behind correct and incorrect responses. There is also an emphasis on repetition and practice. The instructional design is based on Common Core Standards and Pennsylvania Academic Standards.
SCIENCE

Physical Science (Compass Learning)

Physical Science begins high school level Science. Introductory chemistry topics include matter, the periodic table, chemical reactions, and acids and bases. Introductory physics topics include motion, energy, waves, electricity, and magnetism. Odyssey High School science courses include strategies for dealing with common misconceptions, based on information gathered from Uncovering Student Ideas in Science by Page Keeley and Joyce Tugel, and the Pennsylvania Academic Standards for Science and Technology and Engineering. Courses integrate questioning strategies and additional structuring of the learning experience guided by the Model Instruction Program started by David Hestenes and the American Modeling Teachers Association.

Biology I (Compass Learning)

Biology builds on middle school life sciences and the high school level Physical Science course. Biology topics include biochemistry, the cell, genetics, natural selection, the history of life, viruses and bacteria, protists, plants, animals, the human body, ecosystems, and environmental topics. Odyssey High School science courses include strategies for dealing with common misconceptions, based on information gathered in Uncovering Student Ideas in Science by Page Keeley and Joyce Tugel, and the Pennsylvania Academic Standards for Science and Technology and Engineering. Courses integrate questioning strategies and additional structuring of the learning experience guided by the Model Instruction Program started by David Hestenes and the American Modeling Teachers Association.

Chemistry (Compass Learning)

Chemistry is for third-year high school students. Chemistry topics include matter, the periodic table, chemical reactions, solution chemistry, organic chemistry, and nuclear chemistry. The course includes state-of-the-art animation and computer graphics to simplify concepts with visual explanations. Step-by-step instructions for solving quantitative chemistry and physics problems are provided throughout the course. The course includes strategies for dealing with common misconceptions, based on information gathered in Uncovering Student Ideas in Science by Page Keeley and Joyce Tugel, and the Pennsylvania Academic Standards for Science and Technology and Engineering.

Physics (Compass Learning)

Physics builds on the ideas of previous high school courses, including Physical Science.
Topics include motion, Newton’s laws, universal gravitation, thermal physics, optics, electromagnetism, and introductory relativity and quantum physics. Earth and Space Science topics are also taught. Odyssey High School science courses include strategies for dealing with common misconceptions, based on information gathered in Uncovering Student Ideas in Science by Page Keeley and Joyce Tugel, and the Pennsylvania Academic Standards for Science and Technology and Engineering. Course integrates questioning strategies and additional structuring of the learning experience guided by the Model Instruction Program started by David Hestenes and the American Modeling Teachers Association.

Courses include original reading passages with instruction in reading comprehension for scientific topics.

SOCIAL STUDIES - High School Level

US History I – (CompassLearning Odyssey)

Students will explore the history of the United States from its beginning until the year 1850. The course covers such topics as the exploration and colonization of America, how America got its independence, how the Constitution was formed, and the reforms that took place along the way. This course prepares students for US History II, which covers post-1850 history.

US History II – (CompassLearning Odyssey)

Students study the history of the U.S. from the Civil War to the present. Historical content focuses on political, economic, and social events related to sectionalism, slavery, industrialization, urbanization, major international wars, domestic and foreign policies of the Cold War and post-Cold War eras, and reform movements including the expansion of democratic processes and civil rights. Students examine the impact of geographic factors on major events and analyze causes and effects of the Great Depression. Students examine the impact of constitutional issues on U.S. society, evaluate the relationships among the three branches of government, and analyze efforts to expand the democratic process. Students analyze the impact of technological innovations on the American labor force. Students learn contemporary U.S. history, including the election of 2008 and the terrorist threat of the early 21st century. The course includes a review of U.S. history prior to 1850.

World History – (CompassLearning Odyssey)

This course highlights the nature of changes in international frameworks and their causes and consequences, as well as comparisons of major societies. The course emphasizes
the development of relevant factual knowledge, leading interpretive issues, and types of historical evidence. Beginning with the earliest known civilizations, the course builds on an understanding of cultural, institutional, and technological precedents that, along with geography, set the human stage up to the present. The division of world history into broad chronological periods forms the organizing principle for dealing with change and continuity from the earliest civilizations to the present. Specific themes provide further organization, along with consistent attention to contacts among societies that form the core of world history as a field of study. A significant portion of the content dealing with the 20th and 21st centuries is accompanied by archival video footage.

**U.S. Government/Civics – First Half – (CompassLearning Odyssey)**

Government Students learn major historical political ideas, forms of government, and founding principles of U.S. government. Students learn the functions, structure, and powers of government at all levels. Emphasis is placed on the U.S. Constitution, its fundamental principles, and the form of government it created. Students analyze concepts of republicanism, federalism, checks and balances, separation of powers, popular sovereignty, and individual rights. Students compare the U.S. system of government and economics with other systems. Students analyze the impact of individuals, political parties, interest groups, and the media; evaluate the importance of voluntary individual participation in a democratic society; and analyze the rights guaranteed by the U.S. Constitution. Students examine the relationship between policies and cultures in the U.S. Students learn the requirements for citizenship and the importance of active citizens in a democracy.

**U.S. Government/Civics – Second Half – (CompassLearning Odyssey)**

Economics Students will learn basic principles of production, consumption, and distribution of goods and services in the United States and compare them with those in other countries. Students will learn the rights and responsibilities of consumers and businesses. Students will enterprise system.

Students will understand market structures. Students will examine economic indicators and tools relevant to the study of international economics and identify how economics plays a role in the development of countries and the future of the global economy.

**TECHNOLOGY STUDIES – High School Level**

**Introduction to Computers and Applications (Compass Learning)**

This course helps students understand hardware, software, and operating systems. Topics include hardware features and commonly used business applications. Students will learn the basics of creating a word-processing document in Microsoft Word®, a spreadsheet in
Excel®, and PowerPoint® presentations. Internet safety skills are also covered, including the effective use of search engines and respect for intellectual property rights. In addition, students create their own presentations on subjects such as cyberbullying.

**PHYSICAL EDUCATION/HEALTH – High School Level**

**Personal Fitness (Fitness4Homeschool.com)**

Physical Education and Health Education are vitally important to all children, but particularly when students will be spending a large amount of time in an online learning environment. We will help all of our students to develop a deep understanding of the importance of exercise and personal and public health, beginning with the online physical education and health curriculum provided by Fitness4Homeschool. The Fitness4Homeschool program is designed specifically for students who learn primarily at home, addressing some of the common problems that often arise with homeschoolers, such as limited time spent exercising and interacting actively with peers. Their 260 planned lessons require minimal preparation time, and are designed so that they do not require a large investment in equipment. The lessons are designed to accomplish the following objectives:

- Increase knowledge and teaching on how to exercise
- Improve gross motor skills
- Childhood obesity prevention
- Diabetes prevention
- Weight management
- Develop self-confidence
- Increase energy and focus for academic studies
- Provide family fitness experience
- Increase PE/ Fitness options

**Health (Compass Learning)**

Odyssey High School Health gives students the opportunity to learn about overall health and its many facets, to practice life skills, and to develop attitudes that can benefit them throughout their lives. The course provides opportunities for students to practice and reflect upon healthy decision-making strategies and their use. The content for the course is based on current information provided by the Centers for Disease Control, the National Institute of Health, and many of the NIH divisions. High School Health is a course that gives students the opportunity to learn about overall health and its many facets, to practice life skills, and to develop attitudes that can benefit them throughout their lives. The course provides opportunities for students to practice and reflect upon healthy decision-making.
strategies and their use.

Upon completion of the course, students should be able to do the following:

- Demonstrate awareness of health as it applies to their own bodies, minds, and emotions.
- Demonstrate awareness of health as it applies to their living environments.
- Identify the components of a healthy lifestyle and set reasonable goals to achieve a lifestyle of wellness.
- Understand that incorporating sound health practices creates a lifestyle of moderation and wellness.
- Understand the responsibility of properly caring for their bodies.

VISUAL AND PERFORMING ARTS AND MUSIC – High School Level

Art History (Compass Learning)

Art History is a year-long elective designed to enable students to develop knowledge of the history and theory of art and the relationship between artist, artwork, and society. Students will research and critique periods, styles, and works of art from early civilizations through modern and contemporary art. They will address questions such as: What makes an artwork a masterpiece? Why do artists create art? What is the difference between Rococo and Art Nouveau? Students will learn about the elements of art and principles of design, and learn how artists have used these elements and principles in the creation of art for centuries. This course focuses on the development of artistic traditions in Western culture. Major artists, periods, and movements from Prehistory to Modernism will be discussed.

Digital Arts & Photography (Compass Learning)

Digital Arts is designed to provide students with an introduction to digital cameras. Students will be able to display the photos they captured through various projects. Other projects will include virtual field trips and researching artists.


The goal of this semester-long course is to provide instruction in basic musical elements, trace the development and growth of classical music, and give students a strong foundation for a greater appreciation of music. Students will examine music in the world around them and discover how they experience music. They’ll be introduced to the basic elements and sounds of music and instruments. Students will learn the names and backgrounds of several famous musical composers. Students will also learn how and where classical music began, how it developed over the centuries, and the ways in which music and culture affect each other. Lastly, students will examine the ways modern music has been
influenced by classical music. This course also provides students with lessons in engaged listening. These special lessons allow students to listen and respond to music. A template for how to listen and respond is provided.

Digital Arts (Compass Learning)

Digital Arts provides computer science students with an introduction to visualization-graphics programming on computers. To equip students for today’s digitally driven lifestyle; this course focuses on using a digital camera and the practical application of digital imaging and editing programs.

Additionally, students will work with audio-editing programs, and will also examine 3D technology and cinematography.

WORLD LANGUAGES- High School Level (Students may start in middle school or earlier)

Spanish I (Compass Learning and Rosetta Stone Online)

Spanish I is an entry level high school foreign language course that explores the Spanish language through communication, culture, connections, comparisons, and communities. Course materials are designed to support students as they work to gain a basic proficiency in speaking, listening, reading, and writing Spanish, and in cultural competency.

Upon completion of the course, students should be able to do the following:

- Use Spanish in everyday situations in a basic manner and in both oral and written communication.
- Use vocabulary necessary to function as a tourist in Spanish-speaking countries.
- Demonstrate a basic knowledge of the Spanish-speaking world.
- Listen to and understand basic passages in Spanish related to various themes.
- Read and understand basic passages in Spanish related to various themes.
- Compare and contrast cultural aspects of Hispanic countries and the United States.

Spanish II (Compass Learning and Rosetta Stone Online)

Spanish II is a high school foreign language course that builds upon skills and concepts taught in Spanish I, emphasizing communication, cultures, connections, comparisons, and communities. Course materials are designed to support students as they work to gain a basic proficiency in speaking, listening, reading, and writing Spanish, and in cultural competency.

Upon completion of the course, students should be able to do the following:

- Use Spanish in everyday situations in both oral and written communication.
- Use vocabulary necessary to live in a Spanish-speaking country.
- Demonstrate an understanding of Hispanic countries.
- Listen to and understand passages in Spanish related to various themes.
- Read and understand passages in Spanish related to themes.

Compare and contrast cultural aspects of Hispanic countries and the United States.

1. Planned instruction for each course offering must be aligned to the following:

   a. Learning objectives and outcomes
   b. Eligible content and assessment anchors that will be measured on the PSSA and Keystone assessments and
   c. Pennsylvania academic standards.

The school’s curriculum is fully aligned to the Pennsylvania Academic Standards in all areas, with learning objectives and outcomes aligned to eligible content and assessment anchors that are assessed on the PSSA and Keystone tests. See Appendix A for the full scope and sequence, grades K to 12.

The main curricular materials for Synergy Cyber Charter will be the online curriculum from Compass Learning Odyssey, which is a K to 12 curriculum fully aligned with Pennsylvania Academic Standards. The school employs an individualized performance based progression that is personalized to a student’s needs, and Just-in-Time learning that uses a responsive system that provides learning activities tailored to a student’s needs and interests within a full K to 12 curriculum. The core of each student’s learning experience is a “smart” system that assesses student mastery, provides a lesson on the next step in the progression of the curriculum sequence, checks for mastery and either provides opportunities for re-teaching (through the online system or by teachers and tutors) if a student has not fully mastered the topic or allows a student to move forward to the next topic if they have demonstrated mastery. Teachers will use feedback from the Odyssey system and other assessments to develop a plan for each student’s learning that is shared with the student and their parents, and managed through the Haiku Learning Management System. Odyssey provides individualization of learning, based on continual assessment, feedback, and presentation of appropriate challenges and age-tested material that supports a smooth progression of learning through the grade levels and within and across academic disciplines. An online, K-to-12th grade, progressive curriculum provides an ideal situation for students who might be advanced in a particular discipline area but behind (for their peer group) in another area. A student in our school will be able to progress through the curriculum based on his or her current skill levels and demonstrated needs. Students will be assigned resources and coursework in their learning plans that correspond to their interests, levels of need, and demonstrated mastery of content and skills. Teachers will also develop and utilize their own Pennsylvania Standards-based assessments and project rubrics that will serve to assess student mastery of subject topics and units and assign students to topics and projects based
on their mastery of those particular academic topics and/or units. Teachers will work with parents when students are in elementary grades, and parents and students when students are in upper grades, to craft learning plans that keep them challenged and moving toward academic achievement levels in line with their learning plan expectations.

**COURSE DESCRIPTIONS AND THE RESEARCH BASIS FOR THE EDUCATION MODEL**

(Course descriptions are provided in the Volume I of the Appendix to this document for all courses, grades K to 12.)

The research basis for the education model that has been adopted by Synergy and proposed to the Department is supported by the experiences of schools which have utilized an extended school day/year. It seems that there has been consistent improvement in the standardized test scores of students who have had an opportunity to learn in a time intensive environment. When classes for math and reading are routinely doubled, there is a corresponding increase in the performance of students on standardized tests. The Massachusetts 2020 study of eight schools in Massachusetts and New York demonstrated that there was a relationship between extended school days and increased test performance. This occurred regardless of student income or previous academic deficiencies. This premise is supported by the results of a year-long demonstration using eight schools as reported in a 2005 report titled “Time for Change: The Promise of Extended-Time Schools for Promoting Student Achievement.”

The premise that extending the day and year will likely produce positive results has been demonstrated. The issue is how this increase of time on task is financed. Synergy has taken the approach that everyone connected with the school will work a standard work day and work year. We will employ teachers who will be connected to the school for 12 months and who will enjoy generous time away from work but only have time off when there is an intersession scheduled. This means that the traditional nine or nine and a half month work year will not exist. We believe that we can do this within the budget constraints and in a manner that is fair to the teachers and other staff and that will provide a much greater benefit to the students and families.

The idea of “extended-time schools” is not unique. There have been schools over the years that have extended both hours and days and have done so with varying success. In the fall of 2005, a report was published by Massachusetts 2020, an organization in Boston with a mission to expand educational and economic opportunities for children and families in the state of Massachusetts.
The study on which the report was based profiled seven schools in and around Boston and one in the Bronx. The schools were of different grade configurations; seven went to the eighth grade and the eighth was a high school, 7 through 12. Four of the schools were middle schools; two were 5 through 8 and two were 6 through 8. Massachusetts 2020 was able to augment the budgets of the schools with the support of a foundation and a major corporation. The additional funds were committed to the schools for a one year period during which the schools extended the time of operation. The percentage of students who qualified for free and reduced lunch ranged from 64% to 95%; the average was 76.86%.

The report stated that “Classroom observations, and interviews with school leaders and teachers, revealed five key ways that additional time, if structured effectively, can promote student learning and achievement:

1. Increased time on task,
2. Broader and deeper coverage of curriculum,
3. More opportunities for experiential learning,
4. Greater ability to work with diverse ability levels simultaneously and
5. Deepened adult-child relationships”

Computer Adaptive Learning - Using Technology to Tailor Instruction to Student Needs

Synergy Cyber utilizes Compass Learning Odyssey as the school’s foundation for student-driven learning. CompassLearning Odyssey assesses a student’s strengths and needs, and prescribes a personalized learning path complete with rigorous and engaging curriculum. Odyssey also offers educators customized reports to track and measure student, school, and district progress, and to inform instructional decisions and planning of student learning pathways.

CompassLearning Odyssey’s educational model is based on proven educational methods and cognitive psychology, including Vygotsky’s Social Learning Theory, Richard Mayer’s Principle of Personalization (which showed that students performed up to 40% better when content was delivered in a first-person, conversational style rather than with a formal tone), Madeline Hunter’s Direct Instruction methods, Howard Gardner’s Theory of Multiple Intelligences, CompassLearning Odyssey’s Incorporation of Learning Theories and Research-Based Instructional Methods

- Direct instruction - Direct instruction is a model for teaching that emphasizes well developed and carefully planned lessons designed around small learning increments and clearly defined and prescribed teaching tasks. It is based on the theory that clear instruction that eliminates misinterpretations can greatly improve and accelerate learning. Skill and mechanics mastery are provided as a
way to improve the student’s comprehension of material. Opportunities for exploration, discovery, and problem solving, as well as guided work, are included to ensure retention.

- Differentiated instruction - Assessment-driven instruction focuses on meeting the needs of students at different levels of competence, as identified by diagnostic and progress monitoring test results. This includes appealing to students who are at different readiness levels, responding to students’ interests, and offering students choices in preferred ways of learning or expressing themselves. There are four ways in which differentiated instruction can be a powerful teaching method:

1) it provides just-in-time learning for students who show a special interest in a subject;
2) it allows students to move forward in the curriculum once they have achieved mastery;
3) it provides branching-down opportunities for students who need intervention;
4) it enables the educator to track the path a student takes as he or she moves toward mastery. CompassLearning differentiates instruction through Odyssey Explorer assessments and Learning Paths.

- Scaffolding — CompassLearning uses scaffolding to prepare students to complete learning tasks on their own. The inclusion of technology-based content provides some unique new opportunities to scaffold. CompassLearning creates online and offline performance support documents to help students master specific information processing and communication skills. CompassLearning instructional models include: o modeling performance in lessons; o providing prompts, links, guides, and structures for learning complex concepts; and o removing those structures when the student is ready to learn without them.

- Tiering modifies instruction and level of difficulty based on results of the Explorer assessment or custom assessment.

- Instructional branching — Instructional feedback is embedded to assist student learning before, during, and after activities in all CompassLearning products. Assessment tools prescribe an individual Learning Path based on student mastery before the student begins the activities. At selected points in Odyssey, when a student has demonstrated that he or she is not mastering the concept, he or she is branched to a remediation activity that addresses the same objectives as the original activity, but takes a different approach. Offline activities provide follow-up
remediation and practice based on teacher observation and data from reports. To encourage critical-thinking skills, exploratory activities are included in key activities as well. In addition to the embedded branching, teachers can add their own “decision points” to instructional sequences to assure that students who are not mastering materials are branched to additional intervention.

- A spiraled curriculum ensures that important skills and concepts are reintroduced throughout different levels with increasing difficulty to ensure mastery and retention.

- Technology and active learning lessons address the wide variety of learning modalities—visual, auditory, tactile, and kinesthetic—that are characteristics of today’s learners.

- Online and offline activities provide materials in various media to address students’ diverse learning styles.

Some key, research-based aspects of CompassLearning’s online learning model includes:

Student-driven learning paths, with emphasis on personalization of learning - CompassLearning Odyssey was specifically designed to help teachers provide a successful, personalized learning experience for each and every student. By utilizing current and confirmed research about the way young minds learn, CompassLearning’s online products are designed to do the following: 1) assess each student’s interests, learning style, and expression style, 2) evaluate strengths and weaknesses in specified subject areas.

Once these things are determined, their products automatically prescribe a personalized learning path that includes engaging, rigorous curricula. Mastery/Competency-based progression and pacing - Gradual mastery of content has proven to be a very effective way of learning content by putting learners in control of acquiring knowledge through gradual demonstration of success. Students can progress at a pace that is unique to their learning styles.

Flexible, Anywhere, Anytime learning - The 21st century learning environment provides new and exciting learning opportunities. Compass Learning’s online learning solutions can be accessed anytime, anywhere as long as there is an Internet connection. Access to teaching and learning at anytime, from anywhere with an Internet connection is revolutionizing the way that people are learning about both simple and complex topics. Teaching is no longer the domain of a single building or classroom. A thoughtful, organized curriculum organized a scope and sequence that utilizes gradual mastery to acquire and apply knowledge is necessary to make sense of this new access to information.
CompassLearning provides that opportunity to Synergy’s students.

**How Computer Adaptive Learning works in CompassLearning**

**Assess:** To get started using CompassLearning Odyssey, students take an assessment from which teachers are able to identify students’ strengths and needs; determine ability levels; pinpoint foundational skill gaps; and even challenge more advanced learners. Teachers at Synergy will exercise option of integrating assessment data from external assessments, such as the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP).

**Prescribe:** Once assessments are complete, the system automatically creates an individualized learning path with explicit instructions and learning activities for each student, based on his or her specific needs and abilities.

**Instruct:** Direct instruction is delivered through reading passages, manipulatives, videos, and animations. The curriculum - which is available for every grade, across every subject – is rigorous, and the activities are interactive and engaging. Plus, it’s all based on current and confirmed research around how young minds think and learn, and is directly aligned to State and Common Core Standards.

**Track and Measure:** As students complete the online, interactive activities, Odyssey provides ongoing assessment to help teachers track progress toward academic goals in real time.

More details regarding the extensive cognitive psychology foundation and educational theory that supports the various aspects of CompassLearning’s Odyssey online learning curriculum can be found at the following Web address:

[http://it.dadeschools.net/CompassLearning/ResearchBehindOdyssey.pdf](http://it.dadeschools.net/CompassLearning/ResearchBehindOdyssey.pdf)

The full curriculum for Synergy in grades K to 12 in all subjects is provided in the Appendix to this document, with alignment to the PA Academic Standards.

All curricula are aligned to the PA Academic Standards- see the Appendix to this document.

Learning Objectives and Outcomes are provided for all courses with alignment to the PA Academic Standards in the Appendix to this document.

**The explanation of the research basis for the school’s educational program, including how the planned instruction and assessments will enhance student performance is as follows:**
The idea of “extended-time schools” is not unique. There have been schools over the years that have extended both hours and days and have done so with varying success. In the fall of 2005, a report on extended school time was published by Massachusetts 2020, an organization in Boston with a mission to expand educational and economic opportunities for children and families in the state of Massachusetts.

The study on which the report was based profiled seven schools in and around Boston and one in the Bronx. The schools were of different grade configurations; seven went to the eighth grade and the eighth was a high school, 7 through 12. Four of the schools were middle schools; two were 5 through and two were 6 thorough 8. Massachusetts 2020 was able to augment the budgets of the schools with the support of a foundation and a major corporation. The additional funds were committed to the schools for a one year period during which the schools extended the time of operation. The percentage of students who qualified for free and reduced lunch ranged from 64% to 95%; the average was 76.86%.

The report stated that “Classroom observations, and interviews with school leaders and teachers, revealed five key ways that additional time, if structured effectively, can promote student learning and achievement:

1. Increased time on task,
2. Broader and deeper coverage of curriculum,
3. More opportunities for experiential learning,
4. Greater ability to work with diverse ability levels simultaneously and
5. Deepened adult-child relationships”

The report on this project concluded that “As educators and policymakers struggle to surmount the dogged achievement gap and the worrisome flattening of proficiency rats overall, they may be ignoring one of the most fundamental truths of all: human cognitive capacity (i.e., learning) is limited by time. The more content and skills there are to master, the more time is needed to master them.”

Synergy believes that it will be able to increase the performance of its students with an altered schedule that will allow for more time to learn critical subject matter and critical thinking skills.

See the discussion, above, about a report that was published by Massachusetts 2020, an organization in Boston with a mission to expand educational and economic opportunities for children and families in the state of Massachusetts. As discussed above, the report chronicled a year-long study of nine schools that extended the learning day. The result of this effort was an increase in standardized test scores for students in all grades and in all subjects. The expense of extending the school day was subsidized with foundation and corporate
The research basis for the year-round school and the performance-based progression education models is as follows:

In the act of learning, people obtain content knowledge, acquire skills, and develop work habits—and practice the application of all three to “real world” situations. Performance-based learning and assessment represent a set of strategies for the acquisition and application of knowledge, skills, and work habits through the performance of tasks that are meaningful and engaging to students.

Performance-based progression

1. Students become leaders of their learning process.
2. Teachers become facilitators and partners.
3. Students must demonstrate a much higher level of mastery.
4. The pathway from level to level—and ultimately graduation—is transparent to everyone.
5. In a traditional system, time is the constant and learning is the variable. In a RISC system, the reverse is true: Learning is the constant and time is the variable. Students move at their own pace, which honors natural developmental differences.

See the discussion, above, about a report that was published by Massachusetts 2020, an organization in Boston with a mission to expand educational and economic opportunities for children and families in the state of Massachusetts. As discussed above, the report chronicled a year-long study of nine schools that extended the learning day. The result of this effort was an increase in standardized test scores for students in all grades and in all subjects. The expense of extending the school day was subsidized with foundation and corporate donations.

Synergy Charter School (Synergy) is a K-12 online school that aims to break the mold of formal education and recreates school as a truly personalized, progressive, 21st Century experience that maximizes learning opportunities in all academic disciplines and across disciplines. Beginning with Year 2, individualized learning will occur throughout the calendar year. Students work toward mastery of the Pennsylvania Academic Standards, including Pennsylvania’s version of the Common Core State Standards (PACCSS), guided by certified, highly trained teachers on an individual learning path that is crafted jointly by their parents, their teachers, and the students themselves. The school is designed to accommodate the diverse needs of each student, putting high quality learning materials, tutorials and teaching directly into their hands, reaching them where they are at ANY time of year. Synergy’s founders
believe strongly that rich opportunities for learning should be provided to children all year round, that development of thinking is not uniform or linear, or synchronous across disciplines. Deep thinking and understanding requires building and experimenting with ideas in the real and virtual world, representing to oneself and to others constructions of ideas, and reflecting on those representations individually and in a social space. Our model of the school thus draws its central notions from the ideas of widely respected cognitive theorists, including John Dewey, Jean Piaget, Seymour Papert, Lev Vygotsky, Howard Gardner and Jerome Bruner. Most importantly, we believe that the desire to learn is inherent in each child, and that students in the 21st Century must be encouraged to ask questions, think critically, to investigate ideas and abstractions, to build competencies as they increase their actions and interactions in and with the world. The school is there to provide resources appropriate to the individual student, present the complexities of the world, introduce the child to knowledge and skills that have been shown to be useful in making sense of the world, and encourage the child to create their own ideas about the world and their own tools to explore the world. Most importantly, the school must always be ready to work with the child where they are, when they are ready to learn.

Our school provides a model that allows students to master their education any day, anytime, anywhere. Synergy’s model enables students to enroll in year round school, starting where they are academically, with the realization that children are always learning, but their learning needs vary widely within and across subjects. A set of placement, benchmark and summative assessments provide the foundation for establishing the student’s learning plan, at any time of the calendar year. All students progress through each academic discipline at their own pace and move as quickly or as slowly as deemed appropriate for their educational needs. Synergy’s curriculum is fully digital, and selected for its ability to meet a child where they are at any point in time. In a sense, the school uses a modified “Flipped Classroom” approach to student instruction. Students learn the content material independently and on their own time, and teachers are available to answer questions and act as guides to help students construct their knowledge. The teacher is a facilitator who enhances the content and helps students to become great questioners of the world. Rather than simply answer students’ questions, teachers provide instruction in tools that can help to further refine or explore the questions from a different angle or discipline and direct students to resources that enrich and deepen their understanding of the thinking and experiences underlying the question.

Performance Based Progression - A Full Calendar Year Approach

Students may enroll in Synergy at any time throughout the calendar year, at which time the school will develop an Individual Learning Plan that sets targets for the students at several benchmark times throughout the year. Synergy uses a performance-based progression model that allows students to move at their own pace. No longer do our students attend a class for a prescribed amount of time throughout the day or year. No longer are our students pushed
through a system that moves from topic to topic at a pace set for them by a prescribed schedule. No longer are students made to feel inadequate or “behind” because they have not grasped a particular concept at a particular chronological age. Our students progress at their own pace, take more time to learn material they consider difficult, or move quickly through content that they find easier. When a student has mastered content at a particular “grade level”, they demonstrate that mastery to their teacher, and then begin setting goals in the next “grade level”. This does not mean that they are believed to have mastered all content or skills identified for that level, but that the majority of that content has been mastered. Opportunities for instruction at lower or higher levels are always available, based on a student’s needs. For example, a student may have mastered the idea of variables as an abstract substitute for a mathematical value, yet not fully understand decimals. They student may be allowed to continue exploring more complex ideas of variables, but work at a lower level on the foundations of base ten fractional representations. It is the student’s exploration of mathematical ideas and applications of those ideas that drive the necessity for mastery.

**Individual Learning Plan**

The Individual Learning Plan (ILP) is a road map that helps guide the student’s education while enrolled at Synergy Cyber CS. The ILP is based on several components: placement and benchmark scores, student interests and “burning questions”, and parent and teacher support. The ILP is a unique component of Synergy’s model. Because our school uses performance based progression, the individual learning plan allows the student, parent, and teacher to monitor progress, establish goals, and organize the curriculum course load based on their individual needs across “grade levels”, with quarterly and annual targets for demonstrating mastery in different areas. Although the content targets will be disciplinary in nature, the central theme of the school will be integrating disciplinary knowledge and skills to develop a robust understanding of the world and to stimulate creativity and expansive view of one’s place as a contributor to and “maker” of the world. Synergy’s certified teachers will be the primary custodians of their student’s ILP’s.

**The Technology**

Our entire curriculum is fully digital, providing interactive e-textbooks, assessments, tutorial support, engaging activities, and interactive games. Exploration of the world, using the Internet, compiled resources and electronic texts is the central driving force of our school’s use of technology. With the advent of widespread wireless technology, students, parents and teachers can now have access to the world in their pocket. Our school takes full advantage of the new tools of phone/tablet/computer/Internet/Wireless connections to help to stimulate, manage and enhance learning through continuous access to Learning Management Systems, curricula, and teachers/tutors. In addition to high quality online learning resources such as Pearson’s
eMath system, our educators and students use multiple forms of technology to enhance the construction and exploration of ideas. Synergy Cyber CS recognizes that hardware and software technology is rapidly evolving and the school is committed to continually analyzing and implementing emerging technology. The school's technology foundation will be created to be flexible and adaptable to the ever-changing technology landscape.

Our school will use a variety of collaboration, project management, communication and work sharing tools, including MindMeister, Prezi, VoiceThread, Google Docs, Google Presentation and Screencast.com.

- **MindMeister** is a mind mapping tool that allows students to quickly and easily organize ideas with pictures and words. Students gain a better overview of relationships between the concepts being studied, and they can use this as a tool as they start working on various types of projects. Students have the option of working independently or collaboratively with a group. [http://www.mindmeister.com/](http://www.mindmeister.com/)

- **Prezi** (for students comfortable with technology) is a powerful presentation tool that deviates from the traditional slide-to-slide presentation model. Prezi provides a wide variety of methods to organize and present information that enhances collaboration and creativity [http://prezi.com/](http://prezi.com/)

- **VoiceThread** is an online tool that allows for students, teachers, and schools to showcase their work. VoiceThread is a closed community format that allows for deep discussion regarding specific topics. Parents and friends can be invited to view the communities work, but students are closely monitored in a safe and respectful environment. [http://voicethread.com/products/k12/](http://voicethread.com/products/k12/)

- **Google Docs** is an online system that enables students to work on various assignments simultaneously. Google Docs is a safe environment that only identified and invited users can access. Students can work independently, collaboratively and even simultaneously to create and edit documents, spreadsheets, and presentations using Google Docs [http://www.google.com/drive/apps.html?usp=ad_search&gclid=COXPoYfV1bkCFZKi4Ao0KBQAEw](http://www.google.com/drive/apps.html?usp=ad_search&gclid=COXPoYfV1bkCFZKi4Ao0KBQAEw)

- **Google Presentation** (for younger students) is a presentation program that is similar to PowerPoint but allows students to collaborate and work on presentations simultaneously or independently. [http://www.google.com/drive/apps.html?usp=ad_search&gclid=COXPoYfV1bkCFZKi4Ao0KBQAEw](http://www.google.com/drive/apps.html?usp=ad_search&gclid=COXPoYfV1bkCFZKi4Ao0KBQAEw)

- **Screencast.com** is a program that teachers use to record, download and share their presentations with their students online. [http://screencast.com/](http://screencast.com/)
• Teachers at Synergy will create lessons that can be accessed by students that explain a topic in depth, particularly when they or the students are not able to find a high quality lesson in the online curriculum or from another instruction resource such as Khan Academy. (www.khanacademy.com).
• Skype is a tool that teachers, administrators, students and parents will use to communicate through the Web for “face to face” communication or chats to check on progress, ask and answer questions, share resources or resolve issues that need to be addressed. In addition to Skype, the telephone and email will be used for communicating between families and school staff as well. (www.skype.com).

The Teacher

Our educators at Synergy Charter School adhere to an innovative teaching model. Instead of delivering the same, uniform content knowledge to a group of 30 students at the same time, they shift their role and become a facilitator of education. Students independently and/or with their parents review the content associated with their Individual Learning Plan (or farther ahead, or in review of what they have already learned), and teachers act as a guide and resource to the skills and knowledge available to build their learning and answer their questions. Through collaborative software, teachers help students answer questions and solve problems, recommend additional resources, act as tutors, and help students navigate the vast array of instructional resources, illustrations and explanations that are available on the Internet and in their curriculum materials. In order to achieve this level of teaching and electronic resource sophistications, our teachers will need to be highly trained both in academic content and in the world of online learning. We are currently exploring a partnership with the University of Pennsylvania’s newly developing cyber teaching certificate program to ensure we have the most highly trained teachers to implement the school’s design to its fullest extent.

The Student

The student takes on a new role within the Synergy model. Students are responsible for their education, and they have the opportunity to move through their ILP at a pace that works best for them and that plays to their strengths and interests. Our performance based progression model allows the student to gauge their progress and spend the most time on areas which need improvement. Students’ mastery of core concepts is rewarded by badges of achievement which they can choose to share with their families, teachers, administrators and fellow students. This “gamification” of learning places a personal and social value on academic improvement, which has been shown to be highly motivating to many students (see, for example, Raising engagement in e-learning through gamification, Cristina Ioana Muntean, Babes-Bolyai University, Romania, Paper presented at The 6th International Conference on Virtual Learning 2011). As students work through ideas and applications of those ideas, they can access teacher support and ensure that they have mastered a concept before moving to the
next level. Students become responsible for their own learning, and ultimately “learn how to learn”, developing habits of mind that help them to become masters of their own thinking and learning.

**The Parent**

Our parents are an integral part of Synergy’s education model, and play a critical role in helping their child to achieve high standards, particularly in the younger years. Parents, teachers, and students collaborate on the creation of each student’s highly detailed Individual Learning Plan. Parents help educators and students identify needs and special interests and support their child as they explore knowledge and ideas presented by their teachers and the curriculum resources. Parents communicate with the teachers and administrators to provide feedback on their child’s learning behaviors and interactions with their peers. Parents help to provide an ideal learning environment for each student at home, or wherever the student is learning. As such, every parent must be instructed in the school’s model of learning. Parent training classes in the use of the learning and assessment tools, Individual Learning Plans, curricula, and communication tools will be conducted by the school at least quarterly, and will be available asynchronously for parents to use for learning the school’s model and methods online at their own pace.

**The Assessment**

All students are assessed at the beginning of the course for placement purposes and on scheduled days throughout the school year. The placement assessment helps guide the creation of the individual learning plan and ensures the curriculum supports student needs. The assessments during the year act as benchmarks (approximately 4 times each calendar year) and help teachers determine if students have mastered content material and are on the path to meeting the graduation requirements for Pennsylvania. Students are required to take the standardized Pennsylvania System of School Assessment (PSSA) in grades 3, 4, 5, 6, 7, and 8 in the corresponding subjects (Math, Reading, Writing, Science). Keystone tests will be administered based on the state’s testing schedule. Keystone tests in Algebra 1, Biology, and English Literature are currently scheduled to be required for graduation from high school in Pennsylvania beginning with the current year’s 9th grade (this year’s 7th grade for Biology). Our high school academic offerings will therefore be oriented toward mastering content on the Keystone tests, as well as the Pennsylvania Academic Standards more broadly.

One of the major assessment tools we will use for benchmarking, gauging mastery and assigning learning resources is Acuity. Acuity helps us monitor our students’ progress to ensure they are ready to successfully master the PSSA standardized assessments. In addition to the Acuity and PSSA assessments, students are required to complete curriculum aligned tests such as quizzes and chapter tests. As a result of the digital curriculum programs used at Synergy, our
students receive immediate feedback on these assessments and other assignments so they quickly know if a topic was mastered and what areas need additional strengthening. Teachers are also apprised of the student’s progress or areas of weakness, which they will monitor regularly to ensure the student is continuing to master the content identified in their Individual Learning Plan. ILPs will be revised at least quarterly to update targets and assign students new curriculum resources if necessary.

**Acuity Assessments:**

Acuity Common Core K–12 assessment solution offers highest-quality Common Core assessment content and embedded instructional resources. Acuity Performance Tasks, a rigorous performance assessment item type, is an example of how Acuity uses research to focus students and teachers on specific Common Core skill needs. Acuity’s items and forms, combined with K–12 embedded instructional resources, including BrainPOP® videos, enable educators to easily target instruction and personalize learning so every student has the opportunity to succeed in school and beyond. The following table provides information on how Acuity is organized to help students meet the ELA and Math Common Core standards at all grade levels.

**The Core capabilities of the Acuity Common Core K-12 assessment solution:**

<table>
<thead>
<tr>
<th>Features</th>
<th>K-2</th>
<th>3-8</th>
<th>High School</th>
</tr>
</thead>
</table>
| Assessments    | Six diagnostic forms for ELA and Math | Four diagnostic forms for ELA and Math | ELA diagnostic forms aligned to English 1–4  
Math diagnostic forms aligned to Algebra I, Geometry, and Algebra II |
| Item Bank      | Over 1,000 new Common Core items | Over 1,100 new Common Core items  
Over 30,000 items, pre-cursor skills of Common Core | Over 1,100 new Common Core items  
(includes technology-enhanced items) |
| Reports        | Student, Class, School, District and State levels | Student, Class, School, District and State levels | Student, Class, School, District, and State levels |
| Instructional Resources | Over 450 for ELA and Math | Over 1,900 for ELA and Math | Over 200 for ELA and Math |
Comprehensive ESL Program

Synergy’s English as a Second Language program is designed for English Language Learners (ELLs) with intensive English instruction in the four communication domains which are: reading, writing, speaking, and listening. According to the ACCESS for ELL (Assessing Communication and Comprehension in English State to State) rubric and Pennsylvania’s ESL state standards; students will be taught functional and academic English through computer-based instruction (e.g., Rosetta Stone online or CDs) and direct teacher interaction. ESL certified teachers will work directly with ELL students and will help their non ELL teachers with accommodations and modifications to the curriculum to support the ELL students’ success across the curriculum. ESL certified teachers will be charged with providing support in the content areas through primarily through a person to person on-line conference.

Before entering the Synergy Cyber Charter School all students will be given a home language survey inquiring which language is spoken at home. This is the first step in identifying
ELL students. If the language spoken at home is anything other than English, students are then provided with a screening exam - the WIDA Access Placement Test or (WAPT). The WAPT test is provided by the state of Pennsylvania and its purpose is to identify students who may be candidates for English as a second language (ESL) and/or bilingual services. The WAPT exam will also determine the academic English language proficiency level of students new to a school or to the U.S. school system in order to determine appropriate levels and amounts of instructional services required. Based on the scores on the WAPT exam, students will be placed into the appropriate English learning level and may receive intensive English instruction through a virtual classroom or a rigorous, self-paced on-line curriculum. The WAPT exam will afford the Cyber Charter School the ability to accurately assign students identified as ELLs to one of the 3 tiers for ACCESS testing.

English as a Second Language

Review of Student Records

All student records for students transferring from other states and school systems will be assessed by Synergy personnel. The purpose of the assessment will be to determine how the students should be placed and what support those students would need to be successful in language instructional programs from ELL students.

Types of Instruction Associated with the Five Levels of ELL Instruction

Students in the ESL program must be provided with meaningful, comprehensible access to instruction in all content areas required by Pennsylvania academic standards. The PA ELPS (English Language Proficiency Standards) are an overlay to the academic standards and will be incorporated in planned instruction for ELLs by all teachers. Content area instruction will be aligned with the corresponding standards and adapted to meet the needs of the students. Accommodations and modifications provided to the student will be provided by the ESL teacher, which will be collaboratively developed by the ESL teacher and grade level/content teacher(s). Appropriate academic support services will be provided to ELLs within the content courses and may include an ESL teacher or supplemental materials. Common planning time to support instructional planning and evaluation efforts between the ESL teacher and grade level/content-area teachers will be provided.

ELLs must be graded using the same grading system as all other students. Grading of ELLs must reflect what the students know and are able to do at their level of English language proficiency. The content teacher(s), ESL teacher, school counselor, and principal will monitor all ELLs' progress during the school year to determine if programming changes are necessary.

The linguistic program goal of the ESL program is developing literacy in English using Content-Based ESL as the program model. English instruction is adapted to student’s proficiency level and supplemented by gestures, visual aids, and manipulatives. This
approach of teaching ESL makes use of instructional materials, learning tasks, and classroom techniques from academic content areas as the vehicle for developing language, content, cognitive, and study skills.

**ESL Classes**

At the Elementary Level (K-8th), all ELL student’s receive English Language instruction in core content classes; Language Arts, Math, Science, and Social Studies using the Collaborative Teaching Model (ESL Push-in). Collaboration occurs in grade level/content classes; both teachers provide individualized direct instruction and identification of students’ strengths and weaknesses in the form of anecdotal records. The ESL teacher reinforces pronunciation, language usage, and decoding and comprehension strategies. ESL certified teachers also provide English Language instruction during core contents and intervention periods via curriculum based on the PA ELPS (English Language Proficiency Standards) using the ESL Instructional Framework K-5 and ESL Instructional Framework 6-12.

At the High School level (9-12), all ELL’s receive English Language instruction in core content classes. Content area teachers are responsible for modifying and adapting instruction and assessment. Content knowledge skills are taught within the departmentalized classrooms of English Language Arts, Mathematics, Science, and Social Studies; with an emphasis on vocabulary. ELL’s, Levels 1 -4; Entering through Expanding, receive English Language/English Language Arts instruction through a Sheltered English program model using curriculum based on the ESL Instructional Framework 6-12 and Harrisburg School District English Language Arts 9-12. For the purposes of meeting graduation requirements, all ELLs will follow the graduation requirements specifically described in the school’s strategic plan. Appropriate accommodations may be applied.

There will be 5 levels of ELL instruction at Synergy Cyber Charter School which directly correlate to the ELL proficiency levels outlined by the state of Pennsylvania and mimic the five levels found on the states’ ACCESS exiting exam. They are:

**ESL 1A-** (entering) -These students have just recently arrived in the US within the past academic year without much English language instruction and test at the lowest level on the WAPT screening test.

New language learning student. The student has limited communication in English and limited or no receptive or expressive vocabulary. The student is only able to produce isolated words and expressions and has limited or no understanding of English structure or phonology. The student only operates in the concrete and is unable to understand standardized tests.

**ESL 1B -** (beginning) - These students have some social language proficiency and some,
but not extensive, academic language proficiency in English

Starts to use English in speaking. The student has limited ability to communicate in English and has a limited receptive or expressive vocabulary. This student is able to use some phrases but produces incoherent sentences. There is little understanding of English structure and the sound system of the language and has little experience with reading visual symbols. The student is able to understand concrete concepts and understands about 25% of standardized tests.

ESL 2 - (developing) - These students have social language proficiency and have acquired some literacy in English yet are not at grade level proficiency.

Processes, uses, and practices the English language. This student has some communicative abilities in English and some receptive and expressive vocabulary. The student is able to construct some complete sentences, although, with errors and has some understanding of the structure of the language and the sound system. The student has some experience with reading visual symbols and understanding of concrete concepts and some understanding of abstract ideas. Standardized test scores are below grade level.

ESL 3 - (expanding) - These students have social language proficiency and have acquired some literacy in English and are approaching grade level but still need assistance in the core content areas.

Cognitively understands the English language. Some receptive and expressive vocabulary and some complete sentences with errors. Good understanding of the English structure and sounds.

Student will have some experience with reading visual symbols and will understand concrete symbols and at times, abstract ideas. Standardized test scores are below grade level.

ESL 4 - (bridging) - These students are about to reach (or have reached) grade level proficiency in English and are approaching grade level literacy in the core content areas. These students will likely meet the state’s exit criteria for support services by the end of the academic year.

Student has attained the state academic content standards. The student will have almost native-like communication skills in English with developing receptive and expressive vocabulary. The student will speak in complete sentences for developmental age and have good understanding of English structure. There will be occasional errors with well-produced phonetic sounds. The student will have advanced decoding skills and well-developed literal comprehension skills and will understand concrete and abstract concepts. Standardized tests will still be below grade level but closer than that of intermediate language learner.
Every year the English language learners at the Synergy Cyber Charter School must take the ACCESS test for ELL’s. This tests the learner’s proficiency in social and academic English. The academic English is specifically assessed in Science, Math, Language Arts and the Social Sciences. The exam is divided into four sections and tests these skills in the four communication domains which are: Reading, Writing, Listening and Speaking.

In order for students to exit the ESL program they will need to score Basic on the PSSA and have a score of Proficient in the areas of Listening Speaking, Reading and Writing on the annual state English language proficiency assessment called ACCESS. The student must also meet one of the additional criteria; final grades of C or better in core subject areas; Mathematics, Language Arts, Science and Social Studies. Also the student must achieve scores on the district-wide assessment that are comparable to the Basic performance level on the PSSA.

The Educational Theory that Supports the Instructional Model of ELL Instruction

There are a number of theories about ESL acquisition and ESL literacy acquisition. These theories focus on different ideas of how people best learn literacy in an additional language. The following introduces a range of theories. While some of these theories are widely accepted today, not every theory listed here will resonate with every instructor. Most instructors tend to collect and use pieces of several theories in their instruction.

The theories are:

1. The Participatory Approach
2. The Whole Language Approach
3. The Language Experience Approach
4. The Competency or Performance-based Approach
5. The Functional Approach
6. The Communicative Approach
7. The Ethnographic Approach
8. The Task-Based Approach
9. The Project-Based Approach
10. The Natural Approach
11. Total Physical Response

1. The Participatory Approach

This approach is highly learner-centered and seeks to build literacy through discussion.
of the learners’ real life issues and concerns. Generative words are chosen to help learners begin to discuss these issues and concerns as well as begin reading and writing; decoding and encoding. This approach stresses instructor and learner as collaborators and they use objects, pictures and written texts to help them describe and examine relationships between the different aspects of the issue they are discussing. (Peyton & Crandall, 1995; Huerta-Macias, 1993)

2. The Whole Language Approach

This approach suggests that the language should be learned from top to bottom; it must be considered in its whole before it is broken down into smaller, decontextualized pieces. Whole Language centers on the needs of the learner and considers the learner to be the driving force in the development of his or her language skills. Function, the ability to communicate, comes first and form, standardized spelling, grammatical endings, etc, follows. The Whole Language Approach emphasizes the importance of a collaborative approach to learning. (Peyton & Crandall, 1995; Huerta-Macias, 1993)

3. The Language Experience Approach

Language Experience capitalizes on the learner’s background knowledge and allows instructors to provide target experiences designed to enrich language learning. Learners’ experiences are dictated and then written down, either by the instructor or by another language learner. The transcribed text is then used as reading material. The substance of the text comes entirely from the learners.

This technique capitalizes on a learner’s ability to verbalize his or her experiences and provides a way for reading and writing to grow naturally. The Learning Experience Approach also helps to solve a common problem in literacy teaching: finding age-appropriate reading material for low literacy adult ESL learners. Language Experience is a very common approach especially at the lower levels of ESL literacy because it allows instructors access to texts that are entirely based on the vocabulary of the learners, and it allows learners a chance to author and own their own texts. (Peyton & Crandall, 1995; Taylor, 1992)

4. The Competency or Performance-based Approach

Learner evaluation is based on whether or not the learner can perform the tasks on a list of competencies developed by the instructor. The intent of this approach is learner-centered in that each group of learners is assessed and instruction is based on their needs.
5. The Functional Approach

Life and workplace skills are at the heart of this approach to teaching. A needs analysis allows the instructor to assess which functional skills the learners need to learn. Learner outcomes are usually written as competencies and area sequenced according to priority. This approach focuses on skills the learners need in order to function at home or at work. Communicative and behavioral skills are combined with linguistic objectives. This approach tends to neglect the development of creativity in language and avoids social issues. (Mora, 2008)

6. The Communicative Approach

Abstract concepts such as when, where, how far, and how much as well as culturally appropriate communication are the core of the Communicative Approach. Functional language such as apologizing, complaining, contradicting, and offering allows learners to communicate well with native English speakers. This approach will suit learners who want to become bilingual and who see learning English as a way of “fitting in” with the society around them. This teaching method tends to downplay the expressing and creative aspect of language. (Mora, 2008)

7. The Ethnographic Approach

Combining aspects of the Communicative and Participatory Approaches, the Ethnographic Approach considers the socio-cultural aspects of language as well as linguistic and cultural awareness to be the focus of language teaching. This approach helps learners to become aware of how people communicate in their own lives and the community in which they live. Instructors use ethnographic strategies to examine the struggles their learners face. Learners become observers of language as it occurs naturally around them; on the bus, in the doctor’s office, and in the supermarket. As learners who have the cognitive and oral language skills needed to analyze the language they hear around them.

8. The Task-Based Approach

Task-based teaching involves the importance of pair and group work as opposed to instructor-fronted instruction. The instructor provides learners with tasks that are intended to foster genuine and meaningful communication. These tasks are interactive and can concern topics that are new or unfamiliar to the learners. Most effective are topics that involve a problem or ethical dilemma of some kind. Participants must exchange information and
opinions with each other and the task must have a specific outcome – such as making a
decision by reaching a consensus. Information gap exercises where all learners have
information to share with their group or partner are also effective as they require all
participants to take roughly equal parts in completing the task. Research indicates that
learners who are working through these kinds of tasks speak in longer sentences and work
harder to understand what others are saying. (Moss & Ross-Feldman, 2003)

9. The Project-Based Approach

In this approach, learners are involved in lengthy projects instead of short-term tasks.
Projects are heavily dependent on pair and small group work and involve the pair or group
solving a problem or producing a product. The learners must communicate clearly and
cooperate to plan and achieve their goals. Projects require learners to use both language and
cognitive skills to deal with real problems. This gives language learning a real context and
allows learners to practice skills they will need in their home and work lives (Moss & Van

10. The Natural Approach

When learners enter the ESL literacy classroom with little or no English, the Natural
Approach seeks to help them develop English in much the same way as they developed in their
first language. This approach is meaning-based and allows learners to receive extended
language input (listening and later reading) before requiring language output (speaking and
later writing). Learners begin with single words and then move on to two and three word
combinations. Finally, they are able to use whole sentences. Then Natural Approach requires
a safe and supportive classroom environment where learners are encouraged and their errors
are not corrected. (Illinois Resource Center, 2005)

11. Total Physical Response

Total Physical Response (TPR) focuses on developing oral language through physical
response to commands. This not only allows for extended exposure to English before the
learners begin to speak but also helps learners to remember what they have learned through
muscle memory. Children learn their first language through interaction with their family
members. These interactions are both physical and verbal. When children begin to speak,
they are rewarded by the positive response of the family members (Asher, 1995). In the ESL
classroom, this approach relies heavily on language in the imperative case: “sit down. Stand
up. Close the door.” While this method cannot fill an entire language program, it can provide
variety to a lesson and it requires the full engagement of the learner. It also gets the learners moving around, often a welcome break to pen and paper work. TPR is a very common technique at lower levels, when learners are still developing concrete vocabulary. It is less effective at higher levels, as it is very difficult to use TPR to acquire abstract vocabulary.

The Provision of Services and/or Instruction for ELL Students with Disabilities Pursuant to IDEA and Pennsylvania Regulations

Synergy Cyber recognizes that students who are English Language Learners who have learning difficulties must be identified and assessed as early as possible. English-language learners with learning difficulties fall into four categories:

- Students with learning disabilities
- Students with language disabilities
- Those who are at risk for developing significant learning disabilities
- Those who are receiving preferential interventions

A critical concept for second-language development for students with and without learning difficulties is comprehensible input – students being able to understand the essence of what is being said or presented to them.

The purpose of providing comprehensible input to English-language learners with learning difficulties is to ensure that instruction deals with grade-appropriate content, concepts, and skills.

The Individuals with Disabilities Education Improvement Act of 2004 (IDEA, 2004) defines federal guidelines and provides partial funding for the education of students with disabilities; the 2004 reauthorization includes an increased focus on early identification of disabilities. One method that is being considered as a means to assess for LDs is Response to Intervention.

In RTI, a student struggling with literacy skills is considered as possibly having a learning disability if he or she is dually discrepant, that is, he or she has low achievement levels, and makes little or no progress in a three-tiered intervention program. In the first tier, students participate in reading instruction activities that are similar to those used with students generally across the nation (Fuchs, Mock, Morgan, & Young, 2003). Each student’s rate of reading growth is evaluated periodically throughout the year. A student who is dually discrepant is designated as possibly having a learning disability. This student moves to the second tier in the RTI process, in which progress monitoring is conducted again—this time in a small-group or individual instructional format. The aim of the second tier is twofold: (a) to prevent reading difficulty by delivering a more intensive intervention that improves reading
development and (b) to assess the level of responsiveness to intensive instruction from which most students should improve. If progress occurs, the student returns to the regular classroom program and is no longer viewed as dually discrepant. If the student does not make appreciable progress over time, an intrinsic deficit is implied. Failure to improve at the second tier of instruction indicates the need for the third and final RTI tier: special education placement following a condensed special education evaluation (Donovan & Cross, 2002; Fuchs et al., 2003; Heller, Holtzman, & Messick, 1982).

The overrepresentation of English language learners in special education classes (Yates & Ortiz, 1998) suggests that educators have difficulty distinguishing students who truly have learning disabilities from students who are failing for other reasons, such as limited English. English language learners who need special education services are further disadvantaged by the shortage of special educators who are trained to address their language-and disability-related needs simultaneously.

The intent of early intervention is to create general education support systems for struggling learners as a way to improve academic performance and to reduce inappropriate special education referrals. Examples of early intervention include clinical teaching, peer and expert consultation, teacher assistance teams, and alternative programs such as those that offer tutorial or remedial instruction in the context of general education.

General education, not special education, should be primarily responsible for the education of students with special learning needs that cannot be attributed to disabilities, such as migrant students who may miss critical instruction over the course of the year or immigrant children who may arrive in U.S. schools with limited prior education. General education alternatives may include one-on-one tutoring, family and support groups, family counseling, and the range of services supported by federal Title I funds. Such support should be supplemental to and not a replacement for general education instruction.

When prevention and early intervention strategies fail to resolve learning difficulties, referral to special education is warranted. The responsibilities of special education referral committees are similar to those of TATs. The primary difference is that referral committees include a variety of specialists, such as principals, special education teachers, and assessment personnel. These specialists bring their expertise to bear on the problem, especially in areas related to assessment, diagnosis, and specialized instruction.

Decisions of the referral committee are formed by data gathered through the prevention, early intervention, and referral processes. The recommendation that a student receive a comprehensive individual assessment to determine whether special education services are needed indicates the following: (1) the child is in a positive school climate; (2) the teacher has used instructional strategies known to be effective for English learners; (3) neither
clinical teaching nor interventions recommended by the TAT resolved the problem; and (4) other general education alternatives also proved unsuccessful. If students continue to struggle in spite of these efforts to individualize instruction and to accommodate their learning characteristics, they most likely have a learning disability (Ortiz, 1997).

The Modifications and Accommodations for ELL Students to Ensure Participation in State Assessments

The PA Department of Education has published a document entitled “PSSA and Keystone Exams: Accommodations Guidelines for English Language Learners (ELL)”. This document is dated 2013-2014.

Synergy Cyber intends to follow the prescribed processes for testing contained therein. The document defines English Language Learners as one who:

1. was not born in the United States or whose native language is other than English and comes from an environment where a language other than English is dominant; or

2. is a Native American or Alaska Native who is a native resident of the outlying areas and comes from an environment where a language other than English has had a significant impact on (the student’s) level of English language proficiency; or

3. is migratory and whose native language is other than English and comes from an environment where a language other than English is dominant,

and

1. has sufficient difficulty speaking, reading, writing or understanding the English language; and

2. has difficulties that may deny (the student) the opportunity to learn successfully in classrooms where the language of instruction is English or to participate fully in our society.

The school must involve the appropriate personnel in the determination of appropriate accommodations for ELLs. The ESL/bilingual teacher, the ESL/bilingual education coordinator, other classroom teachers, the test administrator or coordinator, a parent, the principal or counselor and the student (when appropriate) may be involved in this determination. Identifying the appropriate accommodations should be a collaborative process and should include content area teachers consulting with ESL/bilingual teachers.
For dually-identified students, the IEP team should be aware of ELL-specific needs and should cooperate in identifying ELL-specific accommodations. This determination must be done at least annually on an individual basis and must not be done for groups of ELLs.

**Synergy will Administer State Assessments to ELL Students**

Synergy Cyber intends to administer the state assessments to ELL students. The WIDA Consortium developed an assessment entitled Assessing Communication and Comprehension in English State to State for English Language Learners (ACCESS for ELLs). Therefore, the Pennsylvania Department of Education will be using the ACCESS for ELLs as the statewide assessment instrument for the required annual assessment of English language proficiency. Access for ELLs is a standards-based, criterion referenced English language proficiency test designed to measure English language learners' social and academic proficiency in English. It assesses social and instructional English as well as the language associated with language arts, mathematics, science and social studies within the school context across the four language domains of listening, speaking, reading and writing.

**Synergy will Use Assessment Data to Adjust Its Program Regularly and Periodically to Ensure that Students Overcome Language Barriers**

Pennsylvania's PreK-12 English language proficiency standards represent an amalgam of the thinking of Pennsylvania's educators of English language learners participating in the various development/writing teams. More than 50 teachers, administrators, teacher trainers and additional personnel at the classroom, district, IU, university and state levels, all closely or directly involved with creating and implementing programs for English language learners, have provided invaluable input and feedback to the process. The result is the creation of a useful document which serves to ground classroom instruction as well as stimulate and guide curriculum and assessment. The development of PA ELPS has been an arduous process.

The theoretical base for the standards comes from a model developed by the WIDA Consortium which envisions academic language proficiency as a three-dimensional figure that addresses language complexity, cognitive engagement, and context within the domains of language (Gottlieb, 2002; 2003). In the case of PA ELPS, the contexts of interaction are defined by the five standards themselves; that is, social and instructional settings, English language arts, mathematics, science, and social studies. Varying degrees of cognitive engagement are incorporated into the model performance indicators while the range of language complexity is expressed by the performance definitions.
It should be noted and emphasized that these standards are not content standards and as such do not replace any academic achievement standards. The Pennsylvania English Language Proficiency Standards are standards developed to advance academic language proficiency across the curriculum. Thus, there is a relationship that exists between the PA ELPS and the PA Content Standards and PSSA Assessment Anchors, for without appropriate development and comprehension of the academic language of the various content areas; academic achievement becomes an insurmountable task for Pennsylvania’s English language learners.

The notion of academic language proficiency, the language used in the classroom or other academic settings directly tied to learning, has been acknowledged in research (Bailey & Butler, 2002; Stevens, Butler, & Castellon-Wellington, 2001) and has, in recent times, transformed instruction into content-based methodologies in second language classrooms. Thus, the Pennsylvania ELPS represent both the social and academic contexts that students encounter in school and provide the road map to sound instruction and assessment.

**Synergy will use the Annual PSSA Score to Exit Students from the ELL Program**

As stated above, in order for students to exit the ESL program they will need to score Basic on the PSSA and have a score of Proficient in the areas of Listening Speaking, Reading and Writing on the annual state English language proficiency assessment called ACCESS.

**Synergy Will Administer the PSSA to All ELL Students**

Synergy will administer the PSSA to ELL students. If the student is to be administered the PASA, that test will be used instead of the PSSA.

**Synergy Will Monitor Students Who Exit the ESL Program**

Students exiting the ESL program will be monitored for two full school years. The ESL teacher will be responsible for the monitoring and it will occur formally at the end of each marking period and informally throughout the school year. Monitoring may consist of several measures of student progress; grades, test scores, student performance and teacher observation.

**Synergy Will Communicate ACCESS results in the Preferred Language**

WIDA (World-class Instructional Design and Assessment) has produced a letter that can be sent to parents indicating that the student’s test scores are being sent to the home.
This letter will be sent to the parents by the ELL teacher and the principal. The letter provided by WIDA is available in twenty-six languages. In the event that we have a student whose parent/guardian does not speak English nor speaks any of the languages in which this letter is written, Synergy Cyber will have the letter translated into the appropriate language. See Appendix O for the text of the letter.

**Budgeting for Translation Services and ESOL Teacher**

Translation services and an ESOL teacher were included with the original budget and included in the attached budget.

The number of ESL certified teachers that will be employed by the school will be determined by the need. This determination will be made on an on-going basis as the school enrolls students.

Contracted services covering translation services are included in the attached budget.

**The school will have an ESL program in place when it begins to recruit students.**

**Results from the ACCESS exam**

Synergy Cyber Charter School’s ESL teachers will use the results of the ACCESS exam to identify strengths and weaknesses in a student’s English proficiency. This information will then be provided to parents, teachers, and the primary ESL teacher to help individualize instruction and develop the weaker skills of the student. Understanding English language skill levels will help with developing goals and assigning learning tasks and resources to ELL students. Teachers will use the results from the ACCESS exam to design assessments, develop Individual Learning Plans and connect those students with other learners to help them to build their English skills.

In addition to the ACCESS exam results, teachers and parents are provided a rubric of “can do descriptors” which outlines what a student “can do” based on their score. This rubric provides examples of productive and receptive skills which can be expected from an ELL student at each level. Those descriptors are extremely helpful in designing appropriate assessments and gauging expectations as to how the student may best participate in online discussions and individual learning tasks.

**Elementary ESL:**

Most ELL level 1 & 2 students in the elementary grades will be placed in a special English Language Learning program. In the program, the content teacher will team with an ELL teacher to work with students on line. Instruction will be focused on activities that develop oral
language and literacy skills. Most ELL level 3 & 4 students will be placed in a mainstream program. These students will receive support from a reading or ESL specialist as needed, in collaboration with their content teacher.

Students will receive instruction in English integrated into their regular reading, math, science and social studies curriculum. The ESL curriculum is based on grade level objectives from the Pennsylvania State Standards governing ESL. Teachers will help students learn concepts from earlier grades that are needed for the understanding and advancement of concepts in their current grade level. Language and reading development will be integrated into instruction in all content areas through hands-on activities and appropriately leveled reading materials.

English that students will be taught is segmented into two areas or two types of English. The two types are commonly known as BICS (Basic Interpersonal Communication Skills) or “Playground English”, and CALP (Cognitive Academic Language Proficiency), or “Academic English”. Because a student’s life is naturally inundated with “Playground English”, and not “Academic English”, the focus of the special ESL program is on preparing students for academic success.

Every student placed in a special ESL program will receive:

1. Individual attention from expert teachers
2. Instruction in a small group rather than in a large class
3. The opportunity to learn through a variety of hands-on experiences in all subjects
4. A foundation for study in math, science and social studies at the same time he/she is learning to speak, read & write in English.
5. Individualized instruction via the internet or at the community academic resource center
6. Leveled materials and technology that will enhance student curiosity and further, challenge them while reducing frustration

Students with lower level English Language skills will be provided a program that:

1. Develops phonemic awareness and phonics skills.
2. Builds vocabulary through seven-step instruction and practice sequence.
3. Increases reading comprehension, fluency, and content knowledge.
4. Uses writing to expand and reinforce literacy.
5. Compiles assessment data to inform instruction.

ELL students who are assigned to the special ESL program based on their entering ACCESS scores will be able to test out of the program when their English communication levels have been proven to be successful. The ACCESS test usually will be given at least annually.

Curriculum Materials and Academic Progression K to 12
(See Vol. I Appendix A for a detailed description of Curriculum Standards)

Materials used in Synergy Cyber Charter School’s program are of the highest quality, and have been reviewed and recommended by national educational organizations including iNACOL (International Association for K–12 Online Learning), the International Reading Association, the National Council of Teachers of Mathematics, the National Council for the Social Studies, and The National Science Teachers Association (NSTA). They have also been reviewed by the founders of the school, who have chosen them because of their ability to support student interest-driven learning and self-paced progression. All of the materials have been reviewed for Pennsylvania’s Academic Standards, and the Common Core State Standards where appropriate. It is understood that online learning materials, as well as Common Core Standards related materials, are in a rapid state of development, and that there may be materials available soon that build on this substantial base. We will continually research and add materials and online tools that appear to work best for our teachers, students and parents, provided that they support our model of student-centered, year-round learning.

Synergy will utilize Haiku Learning’s Learning Management System, which allows individualized student academic planning, standards-based progress monitoring and built-in assessment, and collaborative communication with students and parents regarding planning and academic success (www.haikulearning.com). With Haiku, students and parents will be able to:

- Review and comment on Individual Learning Plans
- Access lessons and assignments.
- Check on up-to-the-minute grading of assignments.
- Access webmail and communication tools
- Access online curriculum and learning resources.
- Collaborate with teachers and students on projects
- Comment on progress or request tutoring and academic assistance.

Because the school is predicated on the concept that learning is a continual process of creating, exploring, internalizing ideas, practicing and applying skills and sharing representations
and projects with others, there is no particular notion of “lower school” vs. “middle school” vs. “high school”. Learning is viewed and presented as a continuum, a process of cycling through, reviewing and applying ideas that will be a primary operating mode for a person from childhood through adulthood. Child development is certainly recognized, particularly as one moves from a more concrete way of thinking within a more isolated context to a more abstract way of thinking across a broad array of local and even global contexts. However, one is not restricted to learning in a particular way or about a particular phenomenon simply because they are “in middle school”. Students are assigned to grades more out of recognition of the need to demonstrate proficiency on a particular exam than on an understanding that learning is in any way particularly linear.

The following online curriculum materials will be used by Synergy students and teachers to master the Pennsylvania Academic Standards and the Common Core State Standards.

**English/Language Arts**

**Reading Wonders K-6: McGraw Hill**

[http://esampler.mhreadingwonders.com/#home](http://esampler.mhreadingwonders.com/#home)

Reading Wonders is the only fully digital curriculum program that is completely aligned with the Common Core Standards. The digital curriculum has diverse learning tools to teach to the rigor and depth of the Common Core Standards. Each grade level curriculum is developed to ensure students are provided with a Reading and Writing Workshop, Literature Anthology, Leveled Readers, Foundational Skills, Access to Complex Text, Connections between Reading and Writing, and Assessment Tools. During the earlier grades, students are supported through their development of phonetic ability and skills. The program is structured so that students continuously build upon and apply their phonetic skills through vocabulary and reading. Reading Wonders is 100% digital, supporting the school’s design. The program is very colorful, organized, and engaging. It is designed around the Common Core Standards, and creates assessments that provide feedback on progress toward the Common Core Standards.

- provides clear pathway of instruction: Introduction-teach and model close reading (reading/writing workshop), Apply close reading (reading anthology), Differentiate (leveled readers), Integrate (collection of texts), Assess (assessments),
- the entire pathway can be delivered digitally
- Reading and writing workshop- answers “what do I have to teach” for the instructor
  - mini lessons to teach skills needed for close reading
  - 3-step instructional model- explain, model close reading, your turn
  - writing is integrated with the reading skills
- Literature Anthology
extend the text
longer, engaging reading- students apply skills and develop reading stamina

- Differentiation- leveled readers are different that previous leveled readers
  each leveled reader includes a paired selection
- Includes guides and tools for phonetic learning in the primary grades and at all other grade levels
- Spelling lists at every grade level directly connected to the phonics instruction
- Wonders is 100% digital
- Students can use any smart device to access all materials
- Lexile levels are clearly identified in the teaching edition
- ACT- identifies what makes specific texts complex and provides explicit instructions on how to support students with differing ability levels
- The respond to reading is 100% text dependent and requires students to use evidence from the text
- designed to “level up” students within a week as opposed to a month or several weeks
- leveled workstation cards provide differentiated activities
- weekly research and short inquiry projects
- Uses six traits of writing to teach writing skills
- Process of writing is taught by having students write everyday
- practice writing and speaking as outlined in the common core
- fosters a strong reading and writing connection; more than the writing process
- assessments provide immediate feedback and information to guide instruction
- has an intervention program- “Wonder Works.”

**Literature Common Core Bundle 6-12: Glencoe McGraw Hill**

[http://www.glencoe.com/gln/glencoe_literature/](http://www.glencoe.com/gln/glencoe_literature/)

The Glencoe Literature Common Core Bundle was developed around the Common Core Standards. This program is available in grades 6-12, and offers a wide variety of content to support diverse learners. The program provides a wealth of options for teachers to build reading and writing skills and exposure to a wide variety of literature to students.

**Technology Overview**

- Planning
  - Teacher Works Plus
  - Booklink K-12
  - Vocabulary Puzzle Maker
  - Literature Online
  - Professional Development
Writers Workspace 6-12: McGraw Hill


http://www.glencoe.com/writersworkspace/program_organization.php

Writers Workspace is a fully digital literacy curriculum that is aligned to the Common Core Standards. There are 4 components that make this program unique: Common Core alignment, Flexible teaching options (online, but with a realistic print back-up), Engaging learning scenarios for students, and Simple management options for teachers. Key components include:

- 100% aligned with common core standards for writing and language
- Common core standards always highlighted with each lesson
- E-handbook- grammar and composition (also available in print)
- Grammar practices targeting common core standards
- Timed writing practice so students are ready for common core assessments
- Every grade level has 8 genres of study and each genre has 3 workshops; each grade level has 24 unique writing workshops
- More common core focused workshops than any other program on the market
- Students are guided through the writing process as they read different stories on various topics.
- Students are provided with guided questions that require their answers to the texts.
- Students have the option of creating graphic organizers as they begin planning their essays
- Students are asked guiding questions as they analyze the stories for writing
• Students continuing to struggle with skills and concepts, there is the option of more help, which includes practice lessons and resources
• Before students publish their essays they can use the online essay grader for an unlimited number of times and receive a total score with feedback
• Includes a complete classroom management system which enables teachers to group students in appropriate levels, track progress, and grade work
• 3 levels of differentiated instruction: ELL, approaching grade level, on grade level
• Teachers can view an comment on student essays during every stage of the writing process- allows one-on-one time with student even though not physically together in a classroom
• Teachers also have access to a rubric generator and a plagiarism checker
• Rubrics incorporate the Common Core Standards and the 6 traits of writing
• Partnership with glogster edu presentation builder
• Integrates grammar and vocabulary with writing
• Grammar is addressed in 3 major ways: classic stand-alone grammar practice and lessons are available in the grammar and composition e-handbook and uses pre and post assessments, Grammonster grammar games are aligned with all lessons in the grammar and composition handbook, all assessments are available on the McGraw-Hill e-assessment program
• When editing essays mini lessons are available which are connected to the writing
• Vocabulary is also addressed in 3 major ways: Targeted vocabulary in each interactive reading selection so that vocabulary is taught in the context of the reading and writing workshops, academic vocabulary is integrated into instruction, and an entire chapter is dedicated to vocabulary and spelling within the handbook

Mathematics


https://www.mheonline.com/program/view/1/16/2557/MYMATH2013/

My Math is a program designed so that students can learn math anytime, anywhere. The materials are fully aligned with the Common Core Standards. Students can interact with a physical or online version of the core text, completing the textbook digitally in most cases. The content becomes more engaging as students directly interact with the material online. Key components include:

• Students can watch personal tutors online
- Students have access to practice problems and self-check quizzes online
- Students have the opportunity to learn, relearn, or extend content material online
- The program provides the 24/7 connected math experience
- Allows for lessons to be customized in a way that is best for the individual student
- Fully digital.

**Building Blocks Software K-6: McGraw Hill Education**


Building Blocks software offers research-based math activities that correspond to every step on the learning trajectory. SRA Building Blocks is the next best thing to providing a personal tutor. Students have access to nearly 200 engaging learning activities and their progress be tracked on each trajectory.

**Time to Know (t2k) middle school math 4-7- McGraw Hill Education**

Time to Know is a digital teaching platform that allows a student to progress through some of the foundational concepts of mathematics at their own pace. Tutorials and lessons on fundamental math concepts, particularly early algebra and statistics, are available on-demand when students are ready to study them. The components include:

- A digital teaching platform
- Straightforward and all inclusive lessons
- Skill exploration within a digital practice environment.

**High School Mathematics: Pearson**

Pearson mathematics: Algebra 1, Geometry, Algebra 2, Pre-Calculus. Common Core edition has a complete online program.

[http://www.pearsonschool.com/index.cfm?locator=PS13L3&PMDbSiteId=2781&PMDbSolutionId=6724&PMDbSubSolutionId=&PMDbCategoryId=806&PMDbSubCategoryId=933&PMDbSubjectAreaId=&PMDbProgramId=78521](http://www.pearsonschool.com/index.cfm?locator=PS13L3&PMDbSiteId=2781&PMDbSolutionId=6724&PMDbSubSolutionId=&PMDbCategoryId=806&PMDbSubCategoryId=933&PMDbSubjectAreaId=&PMDbProgramId=78521)

Pearson’s math curriculum has been aligned with and developed around the Common Core Standards. The new program fully addresses the Common Core Content Standards and infuses the Standards for Mathematical Practice throughout every lesson. The digital program is interactive and tailored so that all learners, regardless of ability level, are presented with opportunities to master the content. Students have the option to view online lessons with tutorials and practice problems. Teachers have the opportunity to use the online white board to
emphasize points and support the student. Students can move at their own pace. The animated features and math tools provide visualization supporting math concepts. The “my math” feature gives the student connection to real world problem solving. Listed below are some key components that are integrated in the math curriculum:

- The online program is a blend of digital and print materials.
- The digital Program includes:
  - online teacher and student editions
  - an auditory option that will read the text to the student
  - teacher online worksheet, test, and quiz creation tools
  - interactive digital pass is a presentation tool that enhances instruction
  - a “My Math” video that was student created and engages the learner for every chapter
  - online lessons broken into 4 parts: Launch, instruction, practice, self-assessment
  - lessons begin with a “Solve It” or real world problem that connects the lesson with application problems
  - students can move at their own pace
  - many lessons have an interactive activity that allows the student to explore math concepts
  - step-by-step automated instruction
  - Avatar coaches and animation help students visualize the problem solving process
  - teachers have access to an interactive whiteboard to review and add emphasis
  - throughout the instruction students have the option to solve “Got It” problems to make sure they understand the instruction
  - students have the opportunity to complete practice problems and move onto a self-assessment with complete answer guides
  - students can access a visual glossary throughout the lesson complete with audio explanation and visual diagrams (also in multiple languages)
  - math tools are available to help further guide the student toward understanding of math concepts
  - the math tools feature includes: graphing utility, number line, algebra tiles, Geometric constructor 2D and 3D.
  - the lessons contain a mid-chapter and end of chapter review complete with instruction and immediate feedback- every problem regenerates so students can get unlimited practice with feedback
  - Success Tracker is an online assessment tool for students to use- this gives students instant feedback and teachers can track student performance through a variety of reports

Apex Learning: Secondary Math Courses for high levels
Apex learning is a digital curriculum that students have access to 24/7. As students complete a course, more courses become available for others to enroll. Students may take as much time to complete the course within the year, and students have access to a message board to post questions for a teacher. High level courses – including AP courses – are offered. Through Apex, we will offer AP Statistics and AP Calculus.

Science

Interactive Science grades K-5, 6-8: Pearson

Pearson’s online, Interactive Science program is designed to be hands on and very user friendly. It offers many opportunities for student self-directed learning, as well as for teacher-student collaboration. The program is fully digital, and there are several resources to support the student. Additionally, the reading level management allows students to change the reading level of the text to meet their individual needs. This allows students to study the deeper aspects of scientific knowledge and thinking even if their reading skills have not reached the level of their science skills. Interactive Science was designed using the principles of Grant Wiggins’ Understanding by Design (UBD), which encourages the asking and pursuit of Big Questions which is what this school is all about. UBD is also “backwards designed”, beginning with what students are expected to understand, and building up through Bloom’s Taxonomy their knowledge and skills to the level of analysis and evaluation.

The program has the following features:

- Completely digital
- Aligned with PA science standards (soon the New National Science Standards NNSS)
- Engaging videos
- Interactive art simulations
- My reading web
- Takes full advantage of technology
- Big question chapter opener - Grant Wiggins understanding by design
- Trace big question mark throughout the online chapter
- Getting started activity at the beginning of each chapter
- Follows the 5-e concept: engage, explore explain elaborate and evaluate
- My planet diary feature - students blog about science concepts and answer questions regarding content material and text reading
Discovery Education 9-12: Science Techbooks: Biology, Earth and Space, Chemistry, Physics

http://www.discoveryeducation.com/

Discovery Education’s Science Techbooks provide highly engaging online learning curricula for students that: Put the "What If?" back into science with 140 Interactive Explorations, Encourage students to act, think and write like scientists with a wide range of Hands-On Labs, Meet the needs of ALL students with two reading levels and text-to-speech capabilities, Provide Spanish language versions, Engage digitally native students and increase student comprehension with sound, video and images from the Core Interactive Text. With Discovery Education’s Techbooks:

- Students have rich supporting videos, images, simulations, and audio right at their fingertips.
- Videos play instantly, in small or large format, without having to open a new window or go to a different site.
- Click on the text-to-speech features and words, sentences or whole passages will be read aloud.
- Unlike a traditional textbook, students are actually encouraged to write in their books.
- Students can highlight text, take notes and save them so they are available for future reference.
- Interactive Glossary Brings Science Vocabulary to Life. Mastering science vocabulary is critical to student success in biology. Discovery Education’s Interactive Glossary brings science vocabulary to life. This landmark multimedia resource includes:
  - Hundreds of glossary terms
  - Digital animations
  - Video segments with audio
  - downloadable images
Digital explorations are dynamic interactive learning tools developed exclusively by Discovery Education. They provide a superior way to understand how vital biological processes -- like cellular respiration -- work and to determine the cause and effect relationships between key variables.

- Learn through animations
- Control for variables
- Immediately view data and analyze impacts

Mythbusters and Discovery Channel Videos Biology Techbook provides an amazing variety of video to engage and inform. From short video segments to fascinating full-length videos like the award winning series “Life,” Biology Techbook delivers unparalleled video content. As just one example, the Emmy nominated series Human Body – Pushing the Limits” captures the attention of even the most reluctant learner. The episode “Human Body – Pushing the Limits: Brain Power,” for instance, examines the most powerful organ in the natural world: the human brain. Through six case studies of the body in crisis, the program examines how different parts of the brain helps the body overcome tremendous obstacles, from surviving a firestorm to being stranded at sea for more than two months.

Apex Learning: Secondary Science Courses for high levels

http://www.apexlearning.com/

Apex learning provides the opportunity for our K to 12 students to extend their science learning to much higher levels- at the level of college through their AP course offerings. Apex is a digital curriculum that students have access to 24/7. Students may take as much time to complete the course within the year, and students have access to a message board to post questions for a teacher. Online teachers are available if the school does not have a teacher trained to teach AP courses in that particular area. Through Apex, the school will offer AP Biology, AP Physics, AP Chemistry, and AP Psychology.

Social Studies

My World Social Studies K-5 - Pearson

http://www.pearsonschool.com/index.cfm?locator=PS19Ie&PMDbSiteId=2781&PMDbSolutionId=6724&PMDbSubSolutionId=&PMDbCategoryId=&PMDbSubCategoryId=25661&PMDbSubjectAreaId=&PMDbProgramId=85502
My world Social Studies is an interactive digital solution that connects the social studies content with literacy instruction. My World Social Studies helps students make connections with the content through stories and interactive assignments. The program is designed to allow the teacher to monitor student progress digitally and adjust independent learning to meet varying student needs. Lessons are taught digitally, and students can complete digital assignments. The My World series are fully aligned with the Common Core Standards. Extends to the middle school social studies curriculum referenced below.

My World Geography and My World History Middle School - Pearson

http://www.pearsonschool.com/index.cfm?locator=PS19Me&PMDbSiteId=2781&PMDbSolutionId=6724&PMDbSubSolutionId=&PMDbCategoryId=815&PMDbSubCategoryId=24840&PMDbSubjectAreaId=&PMDbProgramId=67181

The My World series makes Social Studies engaging and interactive through a wealth of online lessons and videos. Students connect with the content through a robust curriculum that merges historical stories with online resources, project-based activities and various levels of support. Throughout the program students not only read and learn the content, but they have multiple opportunities to demonstrate their knowledge. They have the opportunity to learn independently but also to reach out to their teacher when assistance is needed. The My World series is fully aligned with the Common Core Standards for English/Language Arts and the cross-curricular social studies components.

Harcourt History Series: 6-12- Houghton Mifflin Harcourt

The Americans (US History); Holt MacDougall World History;

United States Government; Geography


Harcourt’s History series takes the high quality materials associated with Harcourt’s award winning social studies curriculum and blends them into an online learning package that integrates the many video and text resources of the History Channel. Harcourt History engages the learner in social studies by bringing the content to life. Students can search the website to find multiple stories and activities related to specific content. The digital tools allow students to have access to the program from anywhere at any time. The curriculum provides iBook textbooks with enhanced learning features, including:

- Embedded HISTORY® chapter videos with dozens more available via streaming
- Image galleries
• Multimedia including interactive features and time lines, audio summaries, 3-D graphics, and interactive maps
• Text highlighting, note-taking, and bookmarking
• Interactive section quizzes
• Built-in search for any word or phrase

Additional videos and resources include:

The People Speak Video and Learning Resources
Using dramatic and musical performances of the letters, diaries and speeches of everyday Americans, The People Speak focuses on the concept of democracy based on the lives and experiences of ordinary Americans who, through their words and actions, changed the course of history. This groundbreaking documentary film illustrates the relevance of these passionate historical moments to our society today, reminding us that democracy is not a spectator sport and to never take liberty for granted. A journey from the founding of this country to the civil rights movement and beyond, The People Speak uses star power to celebrate democracy, serving to re-create the emotional impact of these moments in history.

World War II in HD Video and Learning Resources
Seventy years in the making. Three thousand hours of color footage no one knew existed. The first documentary to show World War II from the perspective of both sides in full, immersive HD color, the world premiere HISTORY® series WWII in HD uses the diaries of soldiers who fought in the war's biggest battles to create a personal, introspective and detailed look at life on and off the front lines. Though it was illegal for U.S. soldiers to carry diaries, many hid them away in their packs and recorded their experiences in detail. Now, through the use of these diaries and other source documents, as well as HD color and on-location shooting around the world, WWII in HD transforms their journey into a tangible piece of history. Culled from rare color archival footage from an exhaustive worldwide search and converted to HD with meticulous technique, WWII in HD provides a picture of World War II as it has never been seen before.

How the States Got Their Shape Video and Learning Resources
Every line on the U.S. map tells a story. Every border reflects our history - our struggles for independence, our internal conflicts over states’ rights and slavery, our westward expansion, and the mastery of our natural resources. Students will learn why some states are larger than others, why some have jagged borders while others are boxy, and how the combination of natural geography and sectional ideologies have given shape not only to our states but to our identity as a nation. Topics covered:
• The Civil War
• The Gold Rush
• The Louisiana Purchase
• The Mexican American War
• The Missouri Compromise
• Ellis Island
• The Erie Canal and the need for ports
• The Canadian Border
• Procedures for Statehood

**AMERICA: The Story of Us Video and Learning Resources**

A riveting adventure of how America was invented, AMERICA The Story of Us focuses on the people, ideas and events that built our nation, covering 400 years of American history in the most extensive and in-depth television series ever produced by HISTORY®. From the rigors of linking the continent by wagon trails to the transcontinental railway, the engineering of steel-structured buildings to landing on the moon, this epic 12-part series is a grand cinematic vision of how this country was built. AMERICA The Story of Us brings this story to life firsthand through patriots, frontiersmen, slaves, abolitionists, Native Americans, pioneers, immigrants, entrepreneurs and inventors. From the revolutionary war that birthed the nation to the civil war that divided it, and to the making of the modern world, AMERICA The Story of Us is an epic, dramatic, heartbreaking and triumphant journey that reminds us that American history truly belongs to we, the people.

Sharing their thoughts on the building of America, and what it means to be an American, are a world-class group of individuals including Tom Brokaw, Michael Douglas, Meryl Streep, Buzz Aldrin, Colin Powell, Donald Trump, John Legend, Melissa Etheridge, Brian Williams and more.

**Apex Learning: Secondary Social Studies Courses for high levels**


Students can extend their Social Studies learning with the same online learning system they use to extend their learning to high levels in Math and Science- Apex Learning. Through Apex’ online resources and Advanced Placement trained teachers, Synergy students can study AP Macroeconomics, AP Microeconomics, AP U.S. Government and Politics, and AP U.S. History. All Apex classes will be overseen and managed by a Pennsylvania Certified Social Studies teacher.

**Physical Education/Health**

Physical Education and Health Education are vitally important to all children, but particularly when students will be spending a large amount of time in an online learning environment. We will help all of our students to develop a deep understanding of the importance of exercise and personal and public health, beginning with the online physical
education and health curriculum provided by Fitness4Homeschool. The Fitness4Homeschool program is designed specifically for students who learn primarily at home, addressing some of the common problems that often arise with homeschoolers, such as limited time spent exercising and interacting actively with peers. Their 260 planned lessons require minimal preparation time, and are designed so that they do not require a large investment in equipment. The lessons are designed to accomplish the following objectives:

- Increase knowledge and teaching on how to exercise
- Improve gross motor skills
- Childhood obesity prevention
- Diabetes prevention
- Weight management
- Develop self-confidence
- Increase energy and focus for academic studies
- Provide family fitness experience
- Increase PE/ Fitness options

Students will also learn about health and fitness using Prentice Hall’s Health: Skills for Wellness and McGraw Hill’s Glencoe Health. Both sets of resources stress healthy choices and decision making. The texts teach students the skills necessary to weigh options, to make responsible decisions, and to develop behavior that promote healthy lifestyles. The materials also give students the skills they need to stand up to peer pressure, avoid risky behaviors, and develop the resilience they need to handle the changes they’ll face during their school years...and throughout their lives using real-world examples. Students will also have the tools to become fit and active teens with the Fitness Zone providing fitness and nutrition information in print and online including tips, energy boosters and videos. Glencoe Health uses the most complete teacher resources and the latest technology resources, including the Health e-Spotlight Video Series for Glencoe Health, to help build a healthy generation.

Resources for all grade levels and All Subjects:

Safari Montage K to 12 Supercore


Safari Montage provides educational video titles tied to the curriculum and indexed to the Common Core Content Standards and Pennsylvania’s Academic Standards from the industry’s leading video publishers, which include Schlessinger Media, PBS, The History Channel, National Geographic, Scholastic, Disney Education, BBC and more. SAFARI Montage is now the only commercial digital distributor of PBS’ library of full-length programs to schools nationwide. SAFARI Montage provides an integrated Learning Object Repository, Video Streaming Library,
Media Delivery System and Digital Learning Platform all wrapped into one. A full suite of integrated modules provides a single interface for users to access and manage all digital video and other visual resources from within the school’s network or from home. Through Safari Montage, the school can easily upload and manage its own digital content, and disseminate it to all users throughout the school. The service provides K to 8 students 5,121 fully segmented and searchable video titles, 6,692 fully segmented and searchable video titles, along with 17,195 still images, 2,226 web links, 259 audio files and 246 documents. The content covers the areas of Social Studies, Math, Science, Language Arts, Art & Music, Foreign Language Instruction, Physical Education, Health & Wellness, and more. Each title includes extensive, standardized metadata to ensure that teachers can find exactly the clips they need. All video titles have been segmented into chapters and key concepts, and many include a quiz.

**Safari Montage Topics**

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<thead>
<tr>
<th>Algebra</th>
<th>Agriculture</th>
<th>American History</th>
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<tr>
<td>American Literature</td>
<td>Ancient Civilizations</td>
<td>Art Appreciation</td>
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<td>Art Instruction</td>
<td>Astronomy</td>
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<td>Biology</td>
<td>Black Studies</td>
<td>British Literature</td>
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<td>Business</td>
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<td>Career and Technical Education</td>
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<td>Character Education</td>
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<td>Earth Science</td>
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<td>Education</td>
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<td>Family &amp; Consumer Science</td>
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<td>Fiction</td>
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<td>Health &amp; Wellness</td>
<td>Holidays</td>
<td>Human Anatomy</td>
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<td>Life Science</td>
<td>Literacy</td>
<td>Meteorology</td>
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<td>Middle Ages</td>
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<td>Multiculturalism</td>
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<td>Music &amp; Dance Appreciation</td>
<td>Mythology</td>
<td>Native Americans</td>
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<td>Nonfiction</td>
<td>Physical Education</td>
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<td>Physics</td>
<td>Poetry</td>
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<td>Proofreading</td>
<td>Psychology</td>
<td>Renaissance</td>
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CURRICULUM SCOPE AND SEQUENCE BY SUBJECT

The following scope and sequence will provide the framework for student progress in the academic disciplines at Synergy from grades K to 12.

READING/LANGUAGE ARTS/Writing

Overview: The Reading/Language Arts/Writing Scope and Sequence Standards are built upon a logical sequence of what a student should learn to develop the competencies needed to be successful in school- and oriented toward the PA Common Core Content Standards (currently in draft form).

Kindergarten

Word Recognition Skills

- Identify letters of alphabet
- Identifies sounds of consonant sounds (b, d, f, g, h, j, k, l, m, n, p, r, s, t, v, w, y, and z) and short vowels (a, e, i, o, u)
- Blends of consonant sounds and short vowels to form words.

Story Structure

- Identifies the purpose and type (fiction and nonfiction) of text
- Identifies the Beginning and Characters within a story
- Identifies the Beginning and Setting (When) within a story
- Demonstrates listening comprehension/understanding before, during, and after reading through strategies such as thinking aloud, retelling, summarizing, and connecting to prior knowledge.
- Expands oral language through the use of an increasingly robust vocabulary
• Identifies important information within an informational text, with teacher guidance and support. Makes predictions, draw conclusions and explain whether or not predictions are confirmed, with adult assistance

Writing Goal
• Visualizes and form pictures in mind before writing
• Uses both pictures, sounds and-or words to match pictures
• Develops appropriate spacing
• Writes right to left
• Prints letters of alphabet
• Spells words correctly combining consonants and short vowels
• Introduces the word “I” (find ‘I’ in a sentence)
• Writing letters correctly
• Writes a short story using a phonetic approach

1ST GRADE
Word Recognition Skills
• Identifies consonant sounds, blends, digraphs, silent E rule
• Identifies sounds within Vowel Reference Card
• Spells words with consonants, blends, digraphs, silent E and short vowels
• Spells words with vowel reference card sounds
• Uses increasingly robust vocabulary in oral and written language
• Identifies Rhyming words
• Identifies Syllables
• Identifies Verb Endings –s, -ed, -ing
• Identifies Inferences: at, -ad, -ap (cvc)

Story Structure
• Demonstrates listening and reading comprehension/understanding before reading, during reading, and after reading through strategies such as think aloud, retelling, summarizing, connecting to prior knowledge, and nonlinguistic representations.
• Identifies the difference between facts and opinions within a text
• Makes inferences and draw conclusions citing evidence from the text to support answers.
• Compares and Contrasts ideas within a story
• Identifies Cause and Effect within a story
• Identifies Main Characters within a story
• Identifies Problem/Solution (Plot) within a story

Writing Goal
• Writing letters correctly
• Spells words correctly combining consonants and blends with short vowels and silent E
• Writes a short story using a phonetic approach
• Writes a Narrative/Story Structure using Beginning, Middle, End
• Writes a Narrative/Story focused on beginning sentence (Who/what/when/where)

2nd GRADE
Word Recognition Skills
• Demonstrates knowledge of letter sound correspondence to decode and encode words that includes consonant sounds, blends, digraphs, with short vowels, silent E, and all vowels within the Vowel Reference Card.
• Uses knowledge of phonics and word recognition (e.g. root words, prefixes, suffixes, and syllabication) to decode and understand new words during reading.
• Demonstrates comprehension/understanding before reading, during reading, and after reading on grade level texts through strategies such as think aloud, retelling, summarizing, note taking, connecting to prior knowledge, supporting assertions about text with evidence from text, and nonlinguistic representations.
• Demonstrates accuracy and automaticity, in oral reading of grade level text

Story Structure
• Use text organization and content to derive meaning from text using criteria
• Differentiate fact from opinion within a text
• Makes Inferences from text when studying a topic (e.g. science, social studies) and draw conclusions, citing evidence from the text to support answers.
• Read, understand, and respond to essential content of text.
• Read, understand, and respond to works from various genres of literature
• Recognizes and identify different types of genres such as poetry, drama, and fiction.
• Identifies literacy devices in selected readings (e.g. personification, onomatopoeia, alliteration)

Writing
• Write organized, detailed descriptive poems and stories that include literary elements.
• Write informative pieces using illustrations when relevant (e.g. descriptions, letters, single-topic reports, instructions).
• Writes with a focus, with an understanding of topic and audience.
• Develops content appropriate for the topic: Gather and organize information, incorporation details relevant to the topic.
• Organizes writing in a logical order: Include a recognizable beginning, middle, and end.
• Writes using a variety of sentence structures, adjectives, precise nouns, and action verbs.

3rd GRADE
Word Recognition Skills
• Demonstrates knowledge of letter sound correspondence to decode and encode words that includes consonant sounds, blends, digraphs, with short vowels, silent E, and all vowels within the Vowel Reference Card.
• Demonstrates ability to read Multi-syllable Words.

Story Structure
• Identifies Fiction and/or Non-Fiction Work
• Identifies and/or interpret meaning of multiple-meaning words used in text
• Identify and/or interpret a synonym or antonym of a word used in text
• Identify how the meaning of a word is change when an affix is added; identify the meaning of a word from the text with an affix.
• Define and/or apply how the meaning of words or phrases changes when using context clues given in explanatory sentences.
• Make inferences and/or draw conclusions based on information from the text.
• Identify and/or explain stated or implied main ideas and relevant supporting details from text.
• Understand fiction appropriate to grade level. Summarize the key details and events of a fictional text as a whole.
• Identify the author's intended purpose of text.
• Define meaning in context. Make inferences and draw conclusions. Identify main ideas and relevant supporting details.
• Summarize the major points, processes, and/or events. Identify he authors’ intended purpose of text.

Writing Goal
• Write organized, detailed descriptive poems and stories that include literary elements.
• Write informative pieces using illustrations when relevant (e.g. descriptions, letters, single-topic reports, instructions).
• Writes with a focus, with an understanding of topic and audience.
• Develops content appropriate for the topic: Gather and organize information, incorporation details relevant to the topic.
• Organizes writing in a logical order: Include a recognizable beginning, middle, and end.
• Writes using a variety of sentence structures, adjectives, precise nouns, and action verbs.

4th GRADE
Word Recognition Skills
• Demonstrates knowledge of letter sound correspondence to decode and encode words that includes consonant sounds, blends, digraphs, with short vowels, silent E, and all vowels within the Vowel Reference Card.
• Demonstrates ability to read Multi-syllable Words.

Story Structure
• Identifies Fiction and/or Non-Fiction Work
• Identifies and/or interpret meaning of multiple-meaning words used in text
• Identify and/or interpret a synonym or antonym of a word used in text
• Identify how the meaning of a word is change when an affix is added; identify the meaning of a word from the text with an affix.
• Define and/or apply how the meaning of words or phrases changes when using context clues given in explanatory sentences.
• Make inferences and/or draw conclusions based on information from the text.
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• Understand fiction appropriate to grade level. Summarize the key details and events of a fictional text as a whole.
• Identify the author's intended purpose of text.
• Define meaning in context. Make inferences and draw conclusions. Identify main ideas and relevant supporting details.
• Summarize the major points, processes, and/or events. Identify he authors’ intended purpose of text.

Writing
• Write organized, detailed descriptive poems and stories that include literary elements.
• Write informative pieces using illustrations when relevant (e.g. descriptions, letters, single-topic reports, instructions).
• Writes with a focus, with an understanding of topic and audience.
• Develops content appropriate for the topic: Gather and organize information, incorporation details relevant to the topic.
• Organizes writing in a logical order: Include a recognizable beginning, middle, and end.
• Writes using a variety of sentence structures, adjectives, precise nouns, and action verbs.

5th GRADE
Word Recognition Skills
• Demonstrates knowledge of letter sound correspondence to decode and encode words that includes consonant sounds, blends, digraphs, with short vowels, silent E, and all vowels within the Vowel Reference Card.
• Demonstrates ability to read Multi-syllable Words.

Story Structure: Comprehension and Reading Skills
• Identifies Fiction and/or Non-Fiction Work

Fiction Context Clues/Main Idea:
• Identify the meaning of an unfamiliar word through knowledge of root words; identify how the meaning of a word is changed when an affix is added; identify the meaning of a word from the text with an affix.
• Make inferences and/or draw conclusions based on information from text.
• Identify and/or explain stated or implied main ideas and relevant supporting details from text.
• Summarize the key details and events of a fictional text as a whole.
• Identify the author’s intended purpose of text.
• Identify and/or describe examples of text that support its intended purpose.

Non-Fiction Context Clues/Main Idea:
• Identify and/or interpret the meaning of multiple-meaning words used in text.
• Identify and/or interpret meaning of content-specific words used in text.
• Identify how the meaning of a word is changed when an affix is added; identify the meaning of a word from the text with an affix.
• Define and/or apply how the meaning of words or phrases changes when using context clues given in explanatory sentences or through the use of examples within text.
• Understand nonfiction appropriate to grade level. Make inferences and/or draw conclusions based on information from text.
• Cite evidence from text to support generalizations
• Identify and/or explain stated or implied main ideas and relevant supporting details from text.
• Summarize the major points, processes, and/or events of a nonfictional text as a whole.
• Identify the author's intended purpose of text.
• Identify and/or describe examples of text that support the author's intended purpose.

Writing
• Write organized, detailed descriptive poems and stories that include literary elements.
• Write informative (fact based research) pieces using illustrations when relevant (e.g. descriptions, letters, single-topic reports, instructions).
• Writes with a focus, with an understanding of topic and audience.
• Develops content appropriate for the topic: Gather and organize information, incorporation details relevant to the topic.
• Organizes writing in a logical order: Include a recognizable beginning, middle, and end.
• Writes using a variety of sentence structures, adjectives, precise nouns, and action verbs.

6th GRADE
Word Recognition Skills
• Demonstrates knowledge of letter sound correspondence to decode and encode words that includes consonant sounds, blends, digraphs, with short vowels, silent E, and all vowels within the Vowel Reference Card.
• Demonstrates ability to read Multi-syllable Words.

Story Structure: Comprehension and Reading Skills
• Identifies Fiction and/or Non-Fiction Work

Fiction Context Clues/Main Idea
• Identify and/or apply meaning of multiple-meaning words used in text.
• Identify and/or apply a synonym or antonym of a word used in text.
• Identify how the meaning of a word is changed when an affix is added; identify the meaning of a word from the text with an affix.
• Define and/or apply how the meaning of words or phrases changes when using context clues given in explanatory sentences or through the use of examples within text.
• Understand fiction appropriate to grade level. Make inferences and/or draw conclusions based on information from text.
• Identify and/or explain stated or implied main ideas and relevant supporting details from the text.
• Summarize the key details and events of a fictional text as a whole.
• Understand fiction appropriate to grade level. Identify the author's intended purpose of text.
• Identify and/or describe examples of text that support the author's intended purpose.

Non Fiction Context Clues/Main Idea:
• Identify and apply meaning of multiple-meaning words in text.
• Identify and apply meaning of content-specific words used in text.
• Identify and apply how the meaning of a word is changed when an affix is added; identify and apply the meaning of a word from the text with an affix.
• Define and/or apply how the meaning of words or phrases changes when using context clues given in explanatory sentences.
• Make inferences and/or draw conclusions based on information from text.
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Writing
• Write organized, detailed descriptive poems and stories that include literary elements.
• Write informative (fact based research) pieces using illustrations when relevant (e.g. descriptions, letters, single-topic reports, instructions).
• Writes with a focus, with an understanding of topic and audience.
• Develops content appropriate for the topic: Gather and organize information, incorporation details relevant to the topic.
• Organizes writing in a logical order: Include a recognizable beginning, middle, and end.
• Writes using a variety of sentence structures, adjectives, precise nouns, and action verbs.
7th Grade
- Students will apply comprehension skills to literary and expository texts that simulate high stakes assessments.
- Students will apply comprehension strategies to literary and expository texts using think aloud prompts and scaffolded support.
- Students will apply comprehension strategies to literary and expository texts.
- Students will expand and apply knowledge of grade level appropriate vocabulary.
- Students will engage in a series of integrated exploratory and assessment activities that target vocabulary, fluency, reading comprehension, prewriting, literary response and analysis, and writing application. The anchor literature piece is the play The Scarlet Pimpernel. The comprehension activities focus on point of view, and the writing application focuses on relevant evidence in a persuasive composition as it relates to a review of a movie or play.
- Students will engage in a series of integrated exploratory and assessment activities that target vocabulary, fluency, reading comprehension, prewriting, literary response and analysis, and writing application. The anchor literature piece is an excerpt from the realistic fiction book Hush. The comprehension activities focus on compare and contrast, and the writing application focuses on personal narrative that includes memories of an event or experience as it relates to a memoir.
- Students will engage in a series of integrated exploratory and assessment activities that target vocabulary, fluency, reading comprehension, prewriting, literary response and analysis, and writing application. The anchor literature piece is an excerpt from the action-adventure novel The Wreckers. The comprehension activities focus on fact and opinion, and the writing application focuses on writing a fictional narrative that develops a definite setting as it relates to a suspense story.
- The student will engage in a series of integrated exploratory and assessment activities that target vocabulary, fluency, reading comprehension, prewriting, literary response and analysis, and writing application. The anchor literature piece is an excerpt from the true story The Wright Brothers: The Birth of Modern Aviation. The comprehension activities focus on sequence of events, and the writing application focuses on writing a simple expository description of a real object, person, place, or event as it relates to a newspaper article.

8th Grade
- Students will apply comprehension skills to literary and expository texts that simulate high stakes assessments.
- Students will apply comprehension strategies to literary and expository texts using think aloud prompts and scaffolded support.
Students will apply comprehension strategies to literary and expository texts.

Students will expand and apply knowledge of grade level appropriate vocabulary.

The student will engage in a series of integrated exploratory and assessment activities that target vocabulary, fluency, reading comprehension, prewriting, literary response and analysis, and writing application. The anchor literature piece is an excerpt from the realistic fiction novel Surviving the Applewhites. The comprehension activities focus on characterization and mood, and the writing application focuses on writing a persuasive composition that states a clear position in support of a proposal as it relates to a college application essay.

Students will engage in a series of integrated exploratory and assessment activities that target vocabulary, fluency, reading comprehension, prewriting, literary response and analysis, and writing application. The anchor literature piece is the short story Ruthie's Journal. The comprehension activities focus on sequence of events, and the writing application focuses on writing an informational report that develops a topic with simple facts, details, examples and explanations.

Students will engage in a series of integrated exploratory and assessment activities that target vocabulary, fluency, reading comprehension, prewriting, literary response and analysis, and writing application. The anchor literature piece is an excerpt from the true story Shipwreck at the Bottom of the World: The Extraordinary True Story of Shackleton and the Endurance. The comprehension activities focus on summarization, and the writing application focuses on writing a cover letter.

Students will engage in a series of integrated exploratory and assessment activities that target vocabulary, fluency, reading comprehension, prewriting, literary response and analysis, and writing application. The anchor literature piece is a series of poems from the book 19 Varieties of Gazelle: Poems of the Middle East. The comprehension activities focus on theme, and the writing application focuses on writing free verse poetry.

Students will engage in a series of integrated exploratory and assessment activities that target vocabulary, fluency, reading comprehension, prewriting, literary response and analysis, and writing application. The anchor literature piece is an excerpt from the historical fiction novel True North: A Novel of the Underground Railroad. The comprehension activities focus on compare and contrast, and the writing application focuses on writing a biographical or autobiographical narrative or short story that relates a clear, coherent incident, event or situation by using well-chosen details.

**HIGH SCHOOL CURRICULUM SCOPE AND SEQUENCE**

It is important to note here that the high school level curriculum scope and sequence is meant to be taken as continuous with the curriculum offered at the lower “grade” levels. The scope and sequence flows up and down across the continuum of learning in a discipline, and is
meant also to be continuous with study at the AP/college level and above. Thus, a student
could be studying Reading at a 7th grade level based on his or her needs, and simultaneously
studying “high school” level Geometry, based on their demonstrated level of achievements and
desire to learn. Likewise, a student taking the majority of their coursework at the high school
level might need to learn science content that was offered at a lower grade level based on his
or her demonstrated needs. The school and the curricula will be organized to support learners
who have needs and are ready to learn at whatever level is most appropriate for them.
Students will be assigned resources and coursework in their Learning Plans that correspond to
their interests, levels of needs, and demonstrated mastery of content and skills.

High School Program and Graduation Requirements

Twenty-two (22) credits are required to graduate from Synergy Charter. This is higher
than the former Pennsylvania state requirements, and provides the foundation we believe is
necessary for adequate college preparation. High school courses are structured to assist
students with achieving proficiency on the relevant Pennsylvania Academic Standards, PA
Common Core Standards, and the Keystone Exams. In addition to the 22 required academic
credits, in order to graduate, all students must complete a Senior Demonstration Project, Be
Proficiency in required Keystone Exams (beginning in 2017) and apply to at least one
postsecondary institution. AP exam scores of 3 or higher may be substituted for the Keystone
exams subject to approval by the PA Department of Education.

Twenty-two Credit - Core Curriculum

<table>
<thead>
<tr>
<th>Credits</th>
<th>Subject Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>English</td>
</tr>
<tr>
<td>4</td>
<td>Science</td>
</tr>
<tr>
<td>4</td>
<td>Math</td>
</tr>
<tr>
<td>4</td>
<td>Social Studies</td>
</tr>
<tr>
<td>2</td>
<td>Spanish/World Language</td>
</tr>
<tr>
<td>1</td>
<td>Technology/Computers</td>
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<tr>
<td>1</td>
<td>Physical Education/Health</td>
</tr>
<tr>
<td>2</td>
<td>Senior Project</td>
</tr>
<tr>
<td>22</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>
Spanish Fluency

All of our students must be able to read and communicate in a World Language (e.g., Spanish) prior to graduation. Certified Spanish teachers will provide coursework and instruction for students, and students will use Rosetta Stone online software to learn how to communicate in a language other than English

AP Courses

In addition to the standard upper level coursework and topics identified below, students will have the opportunity to study college level content in AP courses provided online by Apex Learning. The following AP Courses will be offered:

- AP Biology, AP Physics, AP Chemistry, and AP Psychology.
- AP Calculus, AP Statistics
- AP Macroeconomics, AP Microeconomics, AP U.S. Government and Politics, AP U.S. History
- AP English Language and Composition

Reading List - All Grades

<table>
<thead>
<tr>
<th>Title</th>
<th>Author</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aeneid, The</td>
<td>Virgil</td>
</tr>
<tr>
<td>American Dream, and the Zoo Story, The</td>
<td>Albee, Edward</td>
</tr>
<tr>
<td>Americans' Favorite Poems: The Favorite Poem Project</td>
<td>Pinsky, Robert (editor); Dietz, Maggie</td>
</tr>
<tr>
<td>Anthology</td>
<td>(editor)</td>
</tr>
<tr>
<td>Ariel</td>
<td>Plath, Sylvia</td>
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<tr>
<td>Blood Wedding</td>
<td>Lorca, Federico Garcia</td>
</tr>
<tr>
<td>Book of Luminous Things, A</td>
<td>Milosz, Czeslaw (editor)</td>
</tr>
<tr>
<td>Collected Poems</td>
<td>Auden, W. H.</td>
</tr>
<tr>
<td>Coney Island of the Mind, A</td>
<td>Ferlinghetti, Lawrence</td>
</tr>
<tr>
<td>Crucible, The</td>
<td>Miller, Arthur</td>
</tr>
<tr>
<td>Cyrano de Bergerac</td>
<td>Rostand, Edmund</td>
</tr>
<tr>
<td>Title</td>
<td>Author</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
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<tr>
<td>Doll's House, A</td>
<td>Ibsen, Henrik</td>
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<tr>
<td>Effect of Gamma Rays on Man-in-the-Moon Marigolds</td>
<td>Zindel, Paul</td>
</tr>
<tr>
<td>Fences</td>
<td>Wilson, August</td>
</tr>
<tr>
<td>For Colored Girls Who Have Considered Suicide When the Rainbow Is Enuf</td>
<td>Shange, Ntozake</td>
</tr>
<tr>
<td>Glass Menagerie, The</td>
<td>Williams, Tennessee</td>
</tr>
<tr>
<td>Hamlet</td>
<td>Shakespeare, William</td>
</tr>
<tr>
<td>Hedda Gabler</td>
<td>Ibsen, Henrik</td>
</tr>
<tr>
<td>House That Crack Built, The</td>
<td>Taylor, Clark</td>
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<tr>
<td>In the Trail of the Wind: American Indian Poems and Ritual Orations</td>
<td>Bierhorst, John</td>
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<tr>
<td>Julius Caesar</td>
<td>Shakespeare, William</td>
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<tr>
<td>Jump Ball: A Basketball Season in Poems</td>
<td>Glenn, Mel</td>
</tr>
<tr>
<td>King Lear</td>
<td>Shakespeare, William</td>
</tr>
<tr>
<td>Life Doesn't Frighten Me</td>
<td>Angelou, Maya</td>
</tr>
<tr>
<td>Macbeth</td>
<td>Shakespeare, William</td>
</tr>
<tr>
<td>Major Barbara</td>
<td>Shaw, George Bernard</td>
</tr>
<tr>
<td>Master Harold and the Boys</td>
<td>Fugard, Athol</td>
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<tr>
<td>Maus: A Survivor's Tale</td>
<td>Spiegelman, Art</td>
</tr>
<tr>
<td>Maus: A Survivor's Tale, II: And Here My Troubles Began</td>
<td>Spiegelman, Art</td>
</tr>
<tr>
<td>Merchant of Venice, The</td>
<td>Shakespeare, William</td>
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<tr>
<td>Midsummer Night's Dream</td>
<td>Shakespeare, William</td>
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<tr>
<td>Mind's Eye</td>
<td>Fleischman, Paul</td>
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<tr>
<td>Murder in the Cathedral</td>
<td>Eliot, T. S.</td>
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<tr>
<td>Navajo: Visions and Voices Across the Mesa</td>
<td>Begay, Shonto</td>
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<tr>
<td>Nothing but the Truth: A Documentary Novel</td>
<td>Avi,</td>
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<tr>
<td>Novemberland: Selected Poems, 1956-1993</td>
<td>Grass, Gunter</td>
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<tr>
<td>Oedipus the King</td>
<td>Sophocles,</td>
</tr>
<tr>
<td>Book Title</td>
<td>Author</td>
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<tr>
<td>---------------------------------------------------------</td>
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</tr>
<tr>
<td>Othello</td>
<td>Shakespeare, William</td>
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<tr>
<td>Out of the Dust</td>
<td>Hesse, Karen</td>
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<tr>
<td>Paradise Lost</td>
<td>Milton, John</td>
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<tr>
<td>Playboy of the Western World; and, Riders to the Sea, The</td>
<td>Synge, J. M.</td>
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<tr>
<td>Poems of the Aztec Peoples</td>
<td>Kissam, Edward</td>
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<tr>
<td>Rhinoceros</td>
<td>Ionesco, Eugene</td>
</tr>
<tr>
<td>Rime of the Ancient Mariner, The</td>
<td>Coleridge, Samuel</td>
</tr>
<tr>
<td>Romeo and Juliet</td>
<td>Shakespeare, William</td>
</tr>
<tr>
<td>Shaking the Pumpkin: Traditional Poetry of the Indian North Americas</td>
<td>Rothberg, Jerome</td>
</tr>
<tr>
<td>Six Characters in Search of an Author</td>
<td>Pirandello, Luigi</td>
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<tr>
<td>Sonnets, The</td>
<td>Shakespeare, William</td>
</tr>
<tr>
<td>Spoon River Anthology</td>
<td>Masters, Edgar Lee</td>
</tr>
<tr>
<td>Stop Pretending</td>
<td>Sones, Sonya</td>
</tr>
<tr>
<td>Streetcar Named Desire, A</td>
<td>Williams, Tennessee</td>
</tr>
<tr>
<td>Tempest, The</td>
<td>Shakespeare, William</td>
</tr>
<tr>
<td>This Same Sky: A Collection of Poems from Around the World</td>
<td>Nye, Naomi Shihab (editor)</td>
</tr>
<tr>
<td>Threepenny Opera, The</td>
<td>Brecht, Bertolt</td>
</tr>
<tr>
<td>Twelfth Night</td>
<td>Shakespeare, William</td>
</tr>
<tr>
<td>Two Trains Running</td>
<td>Wilson, August</td>
</tr>
<tr>
<td>Waiting for Godot: A Tragicomedy in Two Acts</td>
<td>Beckett, Samuel</td>
</tr>
<tr>
<td>What Have You Lost?</td>
<td>Nye, Naomi Shihab (editor)</td>
</tr>
</tbody>
</table>

**STRUGGLING STUDENTS**

Synergy’s teaching and learning design will work exceptionally well for students who are struggling to achieve at their level of academic assignment, as well as for students who are each student wherever they are with respect to a particular academic discipline hindered by the pace of progress in a traditional classroom. Teaching and learning begin with, with no
preconceptions as to where that student “should be”. Individual Learning Plans chart a course for learning that is inspiring, and rewards achievement without punishing an inability to meet expectations as the traditional age/grading structure typically does. Students needing more time to master a particular concept are provided that time, and teachers assist with budgeting time and providing direct teaching and tutoring support to assist each learner. Curricular supports and online tutorial programs are assigned to the students in their particular areas of need, such as fractions or the central principles of the U.S. Constitution. Discovery Education videos can be assigned to reinforce concepts and foster better understanding, for example or tutorials built into online Reading curricula. When students are not keeping pace with their Learning Plan, the plan will be reviewed with the parent and student to find new ways to engage the student in learning online and offline to bring them in line with their learning plan, and new goals and targets are created to inspire them to achieve.

I.3.B. Describe how your school will meet the educational needs of students with disabilities in accordance with Chapter 711. Provide a projection of the number and type of special education programs that will be operated directly by your charter school or through contracts. Provide a projection of the number and type of related services that will be provided directly by the charter school or through contracts.

POLICIES AND PROCEDURES FOR THE EDUCATION OF STUDENTS WITH DISABILITIES

The following are the issues that define how Synergy Cyber will work with students with disabilities.

Procedures for Locating, Evaluating, and Identifying Children with Disabilities (Child Find)

According to state and federal special education regulations, annual public notice to parents of children who reside within a school district is required regarding child find responsibilities. School Districts, Intermediate Units and Charter Schools are required to conduct child find activities for children who may be eligible for services via the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973. School districts are also required to conduct child find activities for children who may be eligible for gifted services via 22 PA Code Chapter 16.

Legal Standard

Each school district is required to:

- adopt and use a public outreach awareness system to locate and identify children thought to be eligible for special education within the school district’s jurisdiction;

- conduct awareness activities to inform the public of its early intervention and
special education services and programs and the manner in which to request services and programs; and

- provide annual public notification, published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the school district of child identification activities and of the procedures followed to ensure confidentiality of information pertaining to students with disabilities or eligible young children in accordance with this chapter.

Screening
School-Based Screening - Each school shall establish a system to accomplish the following:

- Initial Screening – Identify and provide initial screening of students to identify any with academic, social/emotional or sensory (vision/hearing) or speech/language difficulties. To facilitate this process, Synergy Cyber will:

  - provide peer support for teachers and other staff members to assist them in working effectively with students in the general education curriculum; and

  - conduct 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.

- Purpose – Identify students who are suspected of having a disability and who may need special education services.

Requirements
The screening process shall follow, as appropriate, the School District’s procedures described for CSAP. The following areas will be considered:

- Academic – for students with academic concerns, an assessment of the student’s functioning in the curriculum including curriculum-based or performance based assessments;

- Behavior – 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;

- Intervention – intervention based on the results of the above academic and behavioral screenings;

- Progress Monitoring – progress monitoring of the student’s response to the intervention;
• Appropriate Instruction – a determination as to whether the student’s assessed difficulties are due primarily to a lack of appropriate instruction in reading or in math;

• Limited English Proficiency – a determination as to whether the student’s assessed difficulties are due primarily to a student’s limited English proficiency; and 1-3

• Parental Involvement – activities designed to gain the participation of parents and through written notice, inform the parent of the results of the screening and whether follow-up is required.

**Meeting the Needs of Students with Special Education Needs**

Synergy acknowledges that some of the school’s special education student population may not be able to receive the special education program and related services through the internet or electronic means. Those children will be provided services from special education specialists who will visit the students in their homes. In the event that the parents or guardians do not want representatives of the school visiting their homes, we will find mutually accessible locations in which these services can be provided.

Synergy readily acknowledges that some of its students may not be able to receive services through the internet and is prepared to provide those services in the home of the students or in some other location that is convenient to the student and his/her parent or guardian. Synergy will identify and employ contract teachers and special education specialists who will be available to travel to any location in the state.

**Service Providers for Special Education Services**

In addition and when it is determined that a special education student requires the services of a special education facility, Synergy Cyber will consider engaging an IU or the services of an Approved Private School (APS). There are thirty-seven schools on a list of such schools approved by the Commonwealth of Pennsylvania for special education services. Appendix L contains a directory of the APS located in the state. This directory provides information about each school including information about the specific services offered, the time the services are available and the cost. Charter Choices currently represents six cyber charter schools in the Commonwealth and has the information when needed regarding the potential providers, pricing location and transportation. The estimated costs are captured in the submitted budget. Synergy Cyber will utilize the services of these schools based on the student’s individual needs and the mandates in the student’s IEP.

**Staffing for Special Education**
Synergy intends to employ special education staff prior to the opening of school. Synergy will have a specialist who is available to review policies, review files of incoming students with IEP’s and to work with parents who request that their children be evaluated. The attached budget reflects this staffing commitment.

**Transitioning Students from High School**

Synergy is committed to adhering to the state and federal guidelines for transitioning students from high school into post-secondary education, employment and independent living. Synergy will adapt all of the standards that are outlined in this area to ensure that our students have as great an opportunity for success as is possible.

The following are Federal and State Transition Guidelines. Synergy Cyber will adhere to these guidelines for the support of our students.

**FEDERAL – TRANSITION SERVICES**

Transition services. Beginning not later than the first IEP to be in effect when the child turns 16, or younger if determined appropriate by the IEP Team, and updated annually, thereafter, the IEP must include—

Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and the transition services (including courses of study) needed to assist the child in reaching those goals.

Transfer of rights at age of majority. 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 under Part B of the Act, if any, that will transfer to the child on reaching the age of majority under § 300.520.

1. Construction. Nothing in this section shall be construed to require—
   a. That additional information be included in a child’s IEP beyond what is explicitly required in section 614 of the Act; or

   b. The IEP Team to include information under one component of a child’s IEP that is already contained under another component of the child’s IEP.
   (Authority: 20 U.S.C. 1414(d)(1)(A) and (d)(6))

§ 300.321 IEP Team.
(a) General. The public agency must ensure that the IEP Team for each child with
a disability includes—

1. The parents of the child;
2. Not less than one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
3. Not less than one special education teacher of the child, or where appropriate, not less than one special education provider of the child;
4. A representative of the public agency who—
   i. Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
   ii. Is knowledgeable about the general education curriculum; and
   iii. Is knowledgeable about the availability of resources of the public agency.
5. An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (a)(6) of this section;
6. At the discretion of the parent of the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate, and
7. Whenever appropriate, the child with a disability

(b) Transition services participants.

(1) In accordance with paragraph (a)(7) of this section, the public agency must invite a child with a disability to attend the child’s IEP Team meeting if a purpose of the meeting will be the consideration of the postsecondary goals for the child and the transition services needed to assist the child in reaching those goals under § 300.320(b).

(2) If the child does not attend the IEP Team meeting, the public agency must take other steps to ensure that the child’s preferences and interests are considered.

To the extent appropriate, with the consent of the parents or a child who has reached the age of majority, in implementing the requirements of paragraph (b)(1) of this section, the public agency must invite a representative of any participating agency that is likely to be responsible for providing or paying for transition services.

Transportation for Students with IEP’s

Transportation IEP needs of special education students will be met in accordance with the State Regulations and the Federal Regulations, Part 300 Individuals with Disabilities Education
Act. Synergy will contract with one or more bus companies in order to facilitate transportation to students in all counties of the state.

These regulations state -

General. Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services also include school health services and school nurse services, social work services in schools, and parent counseling and training.

Transportation includes -

1. Travel to and from school and between schools;
2. Travel in and around school buildings; and
3. Specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a child with a disability.

Teacher-to-Student Ratios for Special Education Teacher Caseloads

Synergy recognizes that the department is asking for this information only as an evaluation tool and for informational use, not as a requirement under the charter laws. The attached budget assumes a 14% special education population of 46 students. In addition, the budget assumes 2 full-time special education teachers and 4 learning coaches. Synergy will adopt appropriate staffing levels in accordance with the registration of students who require these services.

(1) The following words and terms have the following meanings, unless the context clearly indicates otherwise:

1. Full-time. Special education supports and services provided by special education personnel for 80% or more of the school day.
2. Itinerant. Special education supports and services provided by special education personnel for 20% or less of the school day.
3. Supplemental. Special education supports and services provided by special education personnel for more than 20% but less than 80% of the school day.
The following chart represents the maximum number of students allowed on a teacher’s caseload:

<table>
<thead>
<tr>
<th></th>
<th>Itinerant (20% or less)</th>
<th>Supplemental (&lt;80% but &gt;20%)</th>
<th>Full Time (80% or More)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Learning Support</td>
<td>50</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td>Life Skills Support</td>
<td>20</td>
<td>20</td>
<td>12 (Grades K-6)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>15 (Grades 7-12)</td>
</tr>
<tr>
<td>Emotional Support</td>
<td>50</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td>Deaf And Hearing Impaired Support</td>
<td>50</td>
<td>15</td>
<td>8</td>
</tr>
<tr>
<td>Blind And Visually Impaired Support</td>
<td>50</td>
<td>15</td>
<td>12</td>
</tr>
<tr>
<td>Speech And Language Support</td>
<td>65</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>Physical Support</td>
<td>50</td>
<td>15</td>
<td>12</td>
</tr>
<tr>
<td>Autistic Support</td>
<td>12</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>Multiple Disabilities Support</td>
<td>12</td>
<td>8</td>
<td>8</td>
</tr>
</tbody>
</table>

(3) Each student with a disability shall be assigned to a special education teacher's caseload.

(4) A school district may request approval for a caseload chart that varies from that in paragraph (2) as part of its special education plan consistent with § 14.104 (relating to special education plans). The caseload and supporting documents submitted must ensure the ability of assigned staff to provide the services required in each student's IEP.

Synergy Has a Continuum of Placement Options for Students with Disabilities

The IEP team shall recommend early intervention services to be provided in the least restrictive environment with appropriate and necessary supplementary aids and services. The placement options may include one or more of the following all in conformation with the PA Education Code, Chapter 14:

1. Early childhood environment. Services provided in a typical preschool program with non-eligible young children.
2. Early childhood special education environment. Services provided in a special education preschool program funded by the early intervention agency.
3. Home environment. Services provided in the home.
4. Services outside of the home environment. Services provided outside
of the home environment.

5. Specialized environment. Services provided in a specialized setting, including the following:
   i. An approved private school.
   ii. A residential school, residential facility, State school or hospital or special secure setting.
   iii. An approved out-of-State program.

The duration of early intervention services, in terms of program days and years, must accommodate the individual needs of eligible young children.

1. The duration of early intervention services shall be developed by each early intervention agency in accordance with the Mutually Agreed upon Written Arrangement (MAWA) and shall be included in the MAWA's plan under § 14.104 (relating to educational plans).

2. Some eligible young children may lose skills over breaks and have difficulty in regaining these skills as evidenced through child performance data. In those cases, the IEP team shall consider whether services should be provided during the break period to maintain skills.

The caseloads of professional personnel shall be determined on the basis of the amount of time required to fulfill eligible young children's IEPs. The following caseload requirements shall be used for preschool early intervention programs:

1. Early intervention itinerant teachers. Teachers who provide services in a typical preschool, community program or the child's home, shall have a caseload range of 20—40 children, on the duration and frequency of service as indicated on each IEP.

2. Early intervention classroom teachers. Early intervention classroom teachers, who provide specialized instruction in an early intervention classroom, may have up to 6 young children in their classroom and may have additional children up to a maximum of 11, provided that one additional teacher or paraprofessional is assigned to the classroom.

3. Speech therapists. Speech therapists who provide services in classrooms, typical preschools, community programs or the child's home shall have 25–50 children based on the duration and frequency of service as indicated on each IEP.

**Alternative Placements for Students with Disabilities**

Synergy Cyber will utilize alternative placements for students with disabilities that
conform to the requirements articulated in the Basic Education Circular, “Placement Options for Special Education” published by the Pennsylvania Department of Education. The circular can be found at: http://www.portal.state.pa.us/portal/server.pt/community/pa_codes/7501/placement_options_for_special_education/507357.

The following language is from the BEC on Placement Options.

The Individuals with Disabilities Education Act (IDEA) requires each Local Education Agency (LEA), including charter schools to make available a Free Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE) and provide a continuum of placement alternatives for students with disabilities. As part of the Individual Educational Program (IEP) meeting, the IEP team must consider where the special education services will be delivered. Like FAPE, LRE is a determination that must be made on an individual basis. To accomplish the delivery of special education services and program in the LRE, LEAs are required to ensure:

1. that the placement be determined by the student’s IEP team;
2. that a continuum of placement alternatives be discussed; and
3. that a student with a disability be provided with instruction in a setting different from that of non-disabled peers ONLY when the nature or severity of the child’s disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. In addition to regular and special education classrooms, the continuum of placement alternatives the IEP team can consider public or private institutions or other care facilities.

Private Academic Schools are licensed by the Board of Private Academic Schools under 22 Pa.Code, Chapters 51--63. Licensure as a private academic school does not ensure compliance with IDEA and Chapter 14 or Chapter 711. It is the responsibility of a school district or charter school that chooses to place a child with a disability in a private academic school as a means of providing FAPE to determine, prior to placement, whether that service or program will meet Chapter 14 or Chapter 711, and IDEA requirements. The LEAs have an obligation to ensure the child receives FAPE to the same extent the child would if placed in a public school. FAPE includes not just the special education and related services that a child with a disability receives, but also includes an appropriate preschool, elementary, and secondary school education. Since private academic school licensure does not ensure that the school’s program, service or personnel meet the IDEA, Chapter 14 or Chapter 711 requirements, the school district or charter school cannot rely on licensure alone. The minimum individual personnel qualifications required for private academic school licensure is different from and not equivalent to those required for public schools. Therefore, before placement, the school district or charter school that chooses to place children with disabilities in private academic schools for the implementation of IEPs, are
responsible for determining whether the private academic school will provide the special education and related services in accordance with the IEP including the maintenance of pendency, at no cost to the parent, and to determine if the special education program will meet the state standards that apply to private academic schools.

During the routine special education cyclical monitoring, school districts and charter schools will be monitored for the provision of FAPE for students placed in other settings, including other educational settings operated by public or private organizations and agencies. The school district or charter school will be responsible for corrective action, if required, in the same manner as if this were a public school placement.

Training for Parents with Children with Disabilities

Synergy Cyber will offer training to parents of children with disabilities. Additionally, there are many organizations in the state that provide training to these parents and Synergy will regularly disseminate information about these organizations and the training they offer. Appendix M is a Directory of Resources for Parents of Children with Disabilities located throughout the state that provide resources to these parents. The disabilities addressed by these organizations include but are not limited to:

- ADHD
- Autism/PDD
- Cerebral Palsy
- Dear-Blindness
- Deafness/Hearing Loss
- Developmental Delay
- Down Syndrome
- Emotional Disturbance
- Epilepsy
- Intellectual Disabilities (formerly Mental Retardation)
- Learning Disabilities
- Other Health Impairment
- Rare Disorders
- Severe/Multiple Disabilities
- Speech-Language Impairments
- Spina Bifida
- Traumatic Brain Injury
- Visual Impairments

Public Awareness and Outreach

Activities Outreach

Synergy Cyber Charter School will conduct professional development activities and
ongoing trainings for staff, organizations, agencies and individuals to ensure that child find, screening activities and referrals for special education evaluations are carried out in a manner consistent with the timelines and requirements established by the Individuals with Disabilities Education Act (IDEA) and operationalized in this procedure manual. Through its communication links with agencies that provide services to children with disabilities within the community, the school will disseminate child find materials to hospitals, clinics, pediatricians, pediatric nurses, and social service professionals involved in family or child services.

**Obligation**

The school will locate, identify and evaluate all students’ ages 5 through 21 years within the school who may be eligible for special education and related services. This process will include:

- collecting, maintaining and reporting current and accurate data on all public awareness and child find activities;
- reviewing the overall success and effectiveness of the school’s public awareness and child find activities;
- modifying the school’s public awareness and child find activities, as necessary and appropriate;
- utilizing data relative to the school’s public awareness and child find activities to plan for the delivery of services to students with disabilities; and

**Annual Public Notification**

The school will publish and announce in newspapers and other media, with a circulation adequate to notify parents connected to the school of child identification activities and of the procedures followed to ensure confidentiality of information pertaining to students with disabilities or eligible young children.

**Identification Timelines**

**Constantly**

- Child Find – Policies and procedures to identify, locate, and evaluate all children with disabilities.

**As Early As Possible**

- Early identification and assessment of disabilities in children means the implementation of a formal plan for identifying a disability as early as possible in a child’s life.
60 Calendar Days
- An initial evaluation must be conducted within 60 calendar days from the receipt of parental consent for the evaluation timeline

COMPREHENSIVE STUDENT ASSISTANCE PROCESS (CSAP)

Purpose
This chapter describes supports in regular education settings for students experiencing academic or behavioral difficulty. CSAP is the district’s framework for student assistance, governed by federal and state mandates. CSAP is a three-tiered collaborative team process, which provides progressive levels of support to students.

Legal Standard
Pursuant to the IDEA, Section 504 of the Rehabilitation Act (Chapter 15), and the Pennsylvania Public School Code: Students and Student Services (Chapter 12), CSAP is the mechanism by which the school provides regular education interventions to students with academic or behavioral difficulties, as appropriate, so that students are not inappropriately referred for an evaluation for special education services. CSAP also provides the mechanism to support the State of Pennsylvania’s Buckley Amendment/Act 211, which mandates education and counseling support for students experiencing barriers to learning due to substance use.

Overview
CSAP performs the following functions:

- Provides staff with a system for ensuring that underachievement is not due to a student’s limited English proficiency, ineffective instruction in reading and in math, and that positive behavioral supports are provided to students experiencing barriers to learning.

- Facilitates a process for removing student barriers to learning. This process involves assessment, intervention planning, and progress monitoring by the team to be provided through the regular educational program.

- Serves as a screening mechanism for students who may be eligible for special education services under IDEA or for accommodations under Section 504.

NOTE: Parents continue to have a right to request an evaluation for their child, at any time, including prior to or during the conduct of CSAP activities. CSAP teams may refer a student for evaluation for special education services at any time.
The CSAP Process
Tier I: Removing Group Barriers to Learning

- **Purpose:** The Tier I level of intervention is designed to support groups of students experiencing similar barriers to learning. Both behavioral and academic issues are addressed at Tier I. The groups can be comprised of multiple students presenting with the same issue from the same classroom or students from multiple classrooms all exhibiting the same need.

- **Description:** Teachers meet regularly with their colleagues as (Grade Group, Academy Teams) to identify challenges and develop effective intervention plans through a strengths-based, problem-solving process. Teachers share effective practices in curriculum, instructional assessment, classroom management and accommodation for identified groups of students.

- **Timeline:** Progress toward goals set in Tier I is measured over a 30-day period. If an individual child fails to make adequate progress via group intervention, following a 30-day period, that child must be referred immediately to Tier II.

- **Setting up the Tier I Process:**

  The administrator creates a schedule for Tier I meetings and the beginning of the school year, which is based on a common prep schedule for each grade group or academy and distributed to each teacher in the group or academy, as well as the counselor, and consulting personnel at the start of the school year.

  - The administrator appoints a Tier I Coordinator for each grade group or academy team.
  - The Tier I Coordinator ensures teachers are reminded of the meetings each week.
  - The Tier I Coordinator ensures teachers are familiar with the following CSAP Tier I documents:

    - CSAP Tier I Pre-Meeting Checklist Referral Form
    - CSAP Tier I Support Log (Intervention Plan)
    - CSAP Tracking Form
    - The Tier I Coordinator creates the Tier I agenda based upon CSAP Tier I Pre-Meeting Checklist Referral forms submitted by teachers.
    - The Tier Coordinator keeps the record of Tier I intervention by creating a binder to include copies of relevant Tier I documentation, including:
      - Meeting agendas
      - Meeting sign-in sheets
• Copies of completed CSAP Tier I Pre-Meeting Checklist Referral forms, completed and revised CSAP Tier I Support logs (Intervention Plans), and CSAP Tracking forms

- The Tier I Coordinator invites additional personnel for consult, as appropriate. Consulting personnel may be the Principal, Assistant Principal, Counselor, Nurse, Psychologist, Academic Lead, Special Education Liaison, and School-Based Behavioral Health professionals, depending on the presenting concern.

THE EVALUATION (ER) AND REEVALUATION (RR) PROCESSES

Legal Standard

To be eligible for special education programs and services, students must be both determined to have one or more of the disabilities defined by the IDEA and Chapter 14, and in need of special education (i.e., specially designed instruction).

Initial Evaluation, Special and Mandatory Reevaluations

Three Types of Evaluations:

• Initial Evaluations – conducted to determine whether a student is eligible for special education programs and services;

• Mandatory/Mandated 2- and 3-Year Reevaluations – at least every two years for students with mental retardation [based on Pennsylvania Association for Retarded Citizens (PARC) Consent Decree]. At least once every three years for students with all other disabilities, unless the parent and the Local Educational Agency (LEA) agree that a reevaluation is unnecessary.

NOTE: 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; and as such, parental consent is not required in this instance.

• Special – Other Circumstances – evaluations conducted because of specific concerns about the student communicated outside the regular cycle of evaluations/reevaluations. The LEA has determined that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant an initial evaluation or evaluation. A student’s eligibility may not be determined without an initial evaluation or changed without a reevaluation.
- Hearing Order. A hearing officer orders a reevaluation.

- Terminating Eligibility. Prior to terminating eligibility EXCEPT:

  • Graduation from High School – An evaluation is NOT required before the termination of eligibility due to graduation from high school with a regular diploma or because s/he turns 21 years of age during the academic year.

  • Summary of Achievement and Performance – Upon graduation, the IEP Coordinator must provide the student with a summary of his/her academic achievement and functional performance, which shall include recommendations on how to assist him/her in meeting postsecondary goals.

**Timelines**

- Initial Evaluations – may be conducted at any time if requested in writing by the parent(s), teachers or other appropriate individuals. Upon request for an initial evaluation the school will provide the parent with Permission to Evaluate (PTE) Form and the Procedural Safeguards Notice. Within 60 calendar days of the receipt of the parent’s written consent to conduct the evaluation, the Evaluation Report (ER) Team must conduct the evaluation, prepare an ER, and provide the ER to the parent.

- Mandatory 2- and 3-Year Reevaluations – As indicated above, re-evaluations must be performed every two years for students identified with mental retardation (MR) and at least once every three years for students with all other disabilities, unless the parent and the LEA agree that a reevaluation is unnecessary. NOTE: If a student has multiple disabilities, an MR diagnosis is always primary. When issuing a PTE because additional data is required, the parent must be provided a copy of the Procedural Safeguards Notice. The Special Education Liaison (SEL) reviews the Penn Data worksheet to track 2- and 3-year reevaluation due dates. No later than 90 calendar days prior to the reevaluation due date, the SEL initiates the reevaluation process following the relevant procedures in this chapter.

- Transfer Students – For students transferring into the school during their evaluation process, the evaluation timeframe will not apply only if one of the conditions below is met:
Parent and School Agree. A child enrolls in the school after the evaluation timeframe has begun and prior to a determination by the child’s previous district/school as to whether the child is a child with a disability. The school must show sufficient progress to ensure a prompt completion of the evaluation; and the parent and the school must agree to a specific time when the evaluation will be completed; or

Student Not Available. The parent of the child repeatedly fails or refuses to produce the child for the evaluation.

- IEP Team Meeting – If the evaluation team determines that the student is eligible or continues to be eligible, the IEP team must meet within 30 calendar days of the determination of eligibility.

Limitations
Reevaluations are not to occur more frequently than once a year, unless the parent and the LEA agree otherwise. For a student with any disability other than mental retardation, the parent(s) and the LEA can agree that a reevaluation at the 3-year interval is unnecessary.

Referral for Initial Evaluation and Reevaluations
An initial evaluation may be initiated pursuant to a CSAP referral. The CSAP process should continue for the student during the eligibility determination process. The school will follow the evaluation timeframe referenced above, unless extended by mutual written agreement of the student’s parents and the eligibility team. The following persons may request an initial evaluation or reevaluation: school personnel, parent(s), a student at the age of 21, public agencies, persons having primary care and custody of a child, and an employee of the Pennsylvania Department of Education (PDE). Upon an initial evaluation referral or any time a parent requests an evaluation the school will provide the parent with a copy of the Procedural Safeguards Notice.

Responding to Oral Requests for Initial Evaluations and Special Reevaluation
Discuss with the parent a possible referral to CSAP (see Chapter 2). The provision of CSAP shall not be construed to limit or create a right to FAPE or to delay appropriate evaluation of a child suspected of having a disability. The staff person receiving an oral request must notify the principal within one day of the request and ask the parent to provide a written request. Assist the parent in preparing a written request, if appropriate. If the parent does not respond with a written request for the evaluation, the principal and
appropriate staff must provide follow up to obtain the request. If the parent continues to be unresponsive, staff must take one of the following actions:

- If the student was not involved with CSAP, refer the student to that process.

- If the student was involved with CSAP, request that the CSAP team provide a recommendation for further action which could involve continuation of CSAP, evaluation referral, or Section 504 eligibility determination.

- If no referral is appropriate, inform the parent of that decision through a Notice of Recommended Educational Placement (NOREP).

Organizing the Evaluation Process

Purpose of Evaluation

An evaluation is the process by which a multidisciplinary team, including parents, uses a variety of assessment tools and strategies to evaluate current information available for the student to gather relevant functional, developmental, and academic information, including information provided by the parent that may assist in determining whether the student has a disability [NOTE: This includes a determination that the student needs special education services (i.e., specially designed instruction) and related services]; the content of the student’s IEP, including information related to enabling the student to be involved in and progress in the general education curriculum; or, for preschool children, to participate in appropriate activities.

Principal Selection of Evaluation Coordinator

The principal designates the Special Education Liaison (SEL) as the evaluation coordinator to assemble the evaluation team; monitor completion of the evaluation and assessment activities; and prepares the ER/RR. The Evaluation Coordinator is the school’s SEL, or the related service provider for a student receiving only speech/language, occupational therapy (OT) or physical therapy (PT) services.

Responsibilities of the Evaluation Coordinator

The SEL ensures timely and appropriate student assessments and distributes and collects forms, reports and data:

- Provides the parent with the PTE and the Parent Input forms within 10 calendar days of receipt of parent’s written request;

- Gives parent Invitation to Participate form 10 calendar days prior to the ER Team meeting;
• Gathers relevant evaluations from all evaluators, including the student’s core academic teachers, and other relevant staff connected with student’s education and services using the Staff Input Form for the ER.

• Distributes reports and data (including those from parents) to relevant individuals, including medical information, assessment data, professional evaluations, staff input reports and observations.

The SEL collects background information for students with special circumstances; for students with communication needs and for students who are English Language Learners (ELL) before the evaluation begins and gathers the student’s language use pattern and cultural background, the student’s mode of communication, and if the student has a non-English background, the student’s proficiency in English.

The SEL organizes the process by inviting participants, including parents, to ER team meetings; schedules meetings to complete ER within the required timeframes; and selects the ER team participants.

**ER Team Participants**

The ER Team is the group (including parents) that reviews current data, determines need for additional data, and reviews the evaluation results to determine a student’s initial and continued eligibility for special education and related services. The ER Team must include the following individuals:

• Parent/Guardian or Surrogate Parent – A surrogate parent is someone other than the parent who is designated to make educational decisions for the student, and to receive and execute procedural safeguards (e.g., consent for evaluations). The following circumstances necessitate the designation of a surrogate parent:
  
  o A child is designated a ward of the State;
  o An unaccompanied homeless youth;
  o The whereabouts of the parent is unknown;
  o The rights of the parent have been terminated in accordance with the state law.

• Local Educational Agency (LEA) Representative – The principal or principal’s designee.

NOTE: The principal may delegate the functions but not the responsibilities of the LEA Representative as follows:
o qualified to provide or supervise special education services;
o knowledgeable about the general education curriculum and special education services;
o knowledgeable about the availability of resources of the school district;
o has the authority to commit school district’s resources;
o ensures provision of IEP services and materials specific in the IEP; and
o chairs the IEP meeting.

Evaluation Coordinator – Designated by the principal, the Evaluation Coordinator is the school’s SEL, or the related service provider for a student receiving only speech/language, OT or PT services.

• Special Education Teacher

• Speech/Language Therapist, OT or PT (for student considered for, or receiving, only speech/language or OT/PT services.)

• Regular Education Teacher – At least one regular education teacher if the student is or may be participating in the regular education environment. For reevaluations, if the student does not have a regular classroom teacher, a regular classroom teacher qualified to teach the student’s age may be identified to participate. The participation of more than one regular education teacher is not required for a student with more than one regular education teacher. Select a teacher who does or may implement portions of the IEP, or who instructs or has supervision of the student. Other teachers provide input through the Staff Input form.

• Certified School Psychologist – Required when evaluating a student for autism, emotional disturbance, mental retardation, multiple disabilities, other health impairment, specific learning disability or traumatic brain injury.

• An individual who can interpret instructional implication of the evaluation results (role may be assumed by one of the above participants).

• The Student, as appropriate.

• Other Individuals – at the discretion of the parent or school, e.g., bilingual professional, ESOL teacher, person knowledgeable about positive behavioral supports, interpreter for individuals who are deaf or translator for those who are
English Language Learners, an individual familiar with the student’s culture or with specific information about the student, etc.

Evaluation Process
The LEA shall ensure that a full and individual evaluation is conducted for each child being considered for special education and related services under IDEA. In conducting the evaluation, the LEA shall use a variety of assessment tools, including information from parent, not use a single measure as the sole criterion for determining eligibility, and use technically sound instruments.

Determining Scope of Evaluation and Need for Additional Data

- Review the existing evaluation data as part of an initial evaluation (if appropriate) and as part of any reevaluation review existing data. Review existing evaluation data on the student, including valuations and information provided by the parents, local or state assessments, current classroom-based assessments and observations (required in order for a student to be determined eligible in the area of learning disabilities), and observations by teachers and related service providers. This review may be conducted without a meeting. If the team meets, the parent must be notified and invited to attend. The parent may participate by telephone or conference call. The EL facilitates the meeting using the Invitation to Participate form.

- On the basis of review of existing data, and input from the student’s parents, identify what additional data, if any, are needed to determine present disability whether the student has or continues to have a disability and the student’s educational needs; the present levels of academic achievement and related developmental needs; whether the student needs or continues to need special education and related services; and whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the IEP and to participate, as appropriate, in the general education curriculum.

- If additional information is required for the evaluation, the SEL completes the PTE form, indicating any preexisting data and assessments that must be completed, and obtains the parent’s consent. Specifically, include the types of measures, assessments, and other evaluation materials that will be used to evaluate the student and the timeframe in which they will be administered. No assessments may be initiated until the parent signs the PTE form. If a parent refuses consent, the team may request a due process procedure or mediation. In this case, the SEL must consult with the Regional Special Education Director. Parents may withdraw their request for a special education evaluation at any time by so indicating on the PTE form, or by the school principal in writing. In this case, the evaluation process must cease and the
school district must initiate due process procedures. Once the SEL receives written parental consent for the evaluation, s/he notifies the ER Team of the referral, and the members gather the necessary information and conduct assessments as necessary.

- For a reevaluation the school will follow the above procedures for obtaining parental consent, using the PTRE form, except that if the SEL has documentation of at least three reasonable attempts to obtain the parent’s consent and the parent fails to respond, the assessments may proceed without the consent (preferably, based on consultation with the Regional Special Education Director). Reasonable attempts include:

  o detailed records of telephone calls made or attempted and the results of those calls;
  o copies of correspondence sent to the parents and any responses received;
  o detailed records of visits made to the parent’s home or place of employment and the results of those visits; and
  o if there is no need for additional data, the SEL notifies the parent that no additional data is needed. If the parent asks that additional assessments be conducted, then the SEL arranges for the additional assessments to be conducted.

Required Evaluations and Assessments

- School Psychologist - Evaluation report of a certified school psychologist when evaluating a child for autism, emotional disturbance, mental retardation, multiple disabilities and other health impairments.
- Teacher Summary of student progress and performance in the classroom from each teacher who provides instruction.
- Observation Report - For students with or suspected of having a learning disability, a classroom observation report will document the student’s academic performance and behavior in the areas of difficulty. At least one ER Team member other than the child’s regular teacher will observe the student’s academic performance in routine classroom instruction and monitoring of the child’s performance that was done before the child was referred for an evaluation; or after the child was referred and parental consent was obtained. For a student less than school age or out of school, the student will be observed in an environment appropriate to the student’s age.
- Relevant Domain - Additional assessments and evaluations related to those domains as appropriate to evaluate student (e.g., speech/language therapist,
occupational and physical therapist, psychologist, and behavioral specialist).

- Independent Educational Evaluations obtained by the parent and presented to the school. However, if the parent does not provide an IEE report in sufficient time to complete the evaluation by mandated timeframes, the process should continue without the IEE report. If the parent provides the independent evaluation after the eligibility decision, the SEL must reconvene the ER Team to consider the new information.

**Evaluation Report (ER) Summary Document**

The ER is intended to incorporate the key findings from each evaluation performed and their implications for the education of the student. While interpreting evaluation data, the ER Team draws upon information from a variety of sources, including teachers and related service providers, aptitude and achievement tests, curriculum-based assessments, parent input, teacher recommendations, physical condition, social or cultural background, adaptive behavior, and records, e.g., school attendance, anecdotal, classroom observations, cumulative, discipline, group standardized achievement scores, individualized standardized achievement scores, CSAP results, and ensures that information from all of these sources is documented and carefully considered. The ER Team uses the ER and the attached reports to determine the student’s initial eligibility for special education services, and educational needs.

**Providing ER and Reports to Parent**

- The SEL must complete the ER and document that a copy was provided to the parent by hand-delivery or first class mail no later than 60 school days from the date the school received the signed PTE form and at least 10 school days before the IEP meeting unless the parent agrees to waive the 10-day review period and proceeds immediately to the IEP meeting by signing the 10-day Evaluation Report Review Waiver form. The LEA provides a copy of the ER at no cost to the parent.

- Parents have the right to review assessment reports and protocols in the presence of examiners. Protocols must be released to individuals having expertise in interpreting such protocols (consumable test booklets, behavior ratio scales, drawings, etc.). Protocols must be removed from the student’s cumulative file.

**Determining Eligibility for Special Education and Related Services**

- While the ER Team is not required to make its eligibility determination in a meeting, the Team may choose to do so. If the ER Team chooses to meet, the SEL facilitates the ER Team Meeting using the Invitation to Participate form. If the parent does not attend the meeting the SEL must document that s/he has made at least three
reasonable attempts to include the parent in the meeting. If this documentation is in place, the meeting may proceed without the parent.

- Based on all of the information collected during the assessment process, the ER Team determines whether the student is eligible to receive special education and related services. To determine initial eligibility for special education services, the Team must establish all of the following:

That the student has one or more of the following disabilities:
- Autism
- Deaf-Blindness
- Developmental Delay
- Emotional Disturbance
- Gifted without Disability
- Hearing Impairment, including Deafness
- Mental Retardation
- Multiple Disabilities
- Orthopedic Impairment
- Other Health Impairment
- Specific Learning Disability
- Speech or Language Impairment
- Traumatic Brain Injury
- Visual Impairment, including Blindness

At least one of these disabilities has an adverse effect on the student’s educational performance, and as a result of one or more of these disabilities, the student needs special education (specially designed instruction) and related services.

- When all three factors are present – IDEA disability, adverse effect on educational performance, and need for special education services – the student is eligible or continues to be eligible for special education and related services and an IEP is developed.

- For all disability areas, a student may not be determined to have a disability if the determinant factor for the finding is lack of appropriate instruction in reading, including phonemic awareness, phonics, vocabulary development, reading fluency, including oral reading skills, and reading comprehension strategies; lack of appropriate instruction in math; or limited English proficiency. Students who are ELL may be eligible for special education services only when it is determined that the disability exists independent of the student’s limited language proficiency in English. The disability must be present in the student’s native language and/or outside of
the school environment. Speaking a language other than English is not a disability.

These conditions are required of students suspected of having specific learning disability eligibility:

- The student does not achieve adequately for his/her age or to meet state-approved grade-level standards in one or more of the following areas when provided with learning experiences and instruction appropriate for his/her age or state-approved grade-level standards. The areas are: oral expression, listening comprehension, written expression, basic reading skills, reading fluency skills, reading comprehension, mathematics calculation, and mathematics problem solving; and

- The student does not make sufficient progress to meet age or state-approved grade-level standards in one or more of the areas identified in above when using a process based on his/her response to scientific, research-based intervention; or the student exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, state-approved grade-level standards, or intellectual development, that is determined by the ER team to be relevant to the identification of specific learning disability; and

- The findings under the above cannot primarily be the result of a visual, hearing or motor impairment, mental retardation, emotional disturbance, environmental or cultural or economic disadvantage, limited English proficiency, or lack of appropriate instruction in reading (including phonemic awareness, phonemics, vocabulary development, reading fluency, including oral reading skills, and reading comprehension strategies) or lack of appropriate instruction in math.

- To ensure that underachievement is not due to a lack of appropriate instruction in reading or math, the ER Team must review the data demonstrating that prior to or as part of the referral process, the student was provided appropriate instruction in a regular education setting. The ER Team must also ensure delivery by qualified personnel; data-based documentation of repeated assessments of achievement, at reasonable intervals, reflecting formal assessment of student progress during instruction, provided to the student’s parents.

- Specific documentation for the specific learning disability determination in the ER
must document if the student participated in a process that assesses his/her response to scientific, research-based intervention; the instructional strategies used and the student-centered data collected; and the documentation that the child’s parents were notified about the State’s policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided; strategies for increasing the student’s rate of learning; and the parent’s right to request an evaluation. Each team member must certify in writing whether the report reflects his or her conclusion. If it does not so reflect, he/she must submit a separate statement presenting his/her conclusions. If a parent is unable to provide a written dissent, the staff should assist in reducing the dissent to writing.

• Speech-language is a disability only when it is the only disability category identified for a student. If a student is determined to have a disability in another category, then the speech-language is a related service and is not identified as a disability.

PROCEDURAL SAFEGUARDS

• If the ER Team determines that the student is not eligible for special education and related services, give a Non-Eligible Notice of Recommended Education Placement (NOREP) to the parent. If the parent believes the student is eligible and disapproves the Non-Eligible NOREP, the parent may request mediation or a due process hearing. As appropriate, the ER Team may consider providing support for the student through a referral to CSAP or may consider whether the student meets the Chapter 15 definition of a Protected Handicapped Student.

• If the ER Team determines that the student is eligible for special education and related services, give a NOREP to the parent to document this finding. The ER Team (with change in participants as appropriate) may continue on as the IEP Team to develop the student’s IEP under one of the following circumstances:

  o The Parent Invitation to Participate form included reference to both the ER Team and the IEP Team meeting.

  o The parent agrees to waive the 10-day written notice for the IEP meeting.

If neither of the above circumstances is present, the school will send an Invitation to
Participate form to the parent for the IEP meeting. This meeting must be held within 30 calendar days from the determination that the student needs special education and related services.

- If a parent disagrees with an initial, continuing, or change in a child’s eligibility, the parent has the right to disagree with the eligibility determination by requesting mediation or a due process hearing.

**Changing or Terminating Eligibility for Special Education Services**

A student must be reevaluated in accordance with the above applicable procedures prior to changing or terminating the student’s eligibility for special education services. For example, if a student with a diagnosed learning disability is suspected of having an emotional disturbance, staff would have to initiate a reevaluation to effectuate this consideration. The IEP team would have to consider relevant information showing that a student required speech services or any other related service, such as physical therapy (PT) or occupational therapy (OT). If sufficient information was not available to make this determination, a reevaluation or special evaluation would be required. The team would follow the procedures above to initiate the reevaluation or special evaluation to consider the student’s need for speech, OT or PT.

Speech-Language is a related service and is not considered to be a disability. Thus, the speech-language services may be terminated at an IEP meeting based on performance and other data provided by the speech-language clinician and considered by the IEP team. OT and PT services could also be terminated if there was sufficient information provided by the clinicians to support the decision of the IEP team.

**The Evaluation Process**

An evaluation is the process by which a multidisciplinary team, including parents, uses a variety of assessment tools and strategies to evaluate current information available for the student to gather relevant functional, developmental, and academic information, including information provided by the parent that may assist in determining whether the student has a disability [NOTE: This includes a determination that the student needs special education services (i.e., specially designed instruction) and related services.]; the content of the student’s IEP, including information related to enabling the student to be involved in and progress in the general education curriculum; or, for preschool children, to participate in appropriate activities.

**INDIVIDUALIZED EDUCATION PROGRAMS (IEP)**

The IEP must offer the following:

- A Free Appropriate Public Education (FAPE) in the Least Restrictive environment (LRE). An “appropriate” program is one that is compliant with mandated timelines, procedures, and offers a student the opportunity to be involved in and progress in
the general curriculum.

- The LRE is the environment that offers the student participation with non-disabled peers to the maximum extent appropriate.

The IEP is a legal document that describes the specially designed instruction (special education) and related services designed by the IEP Team to meet the student’s unique needs. This document identifies the resources that the school commits to meet the student’s educational needs.

NOTICE OF RECOMMENDED EDUCATIONAL PLACEMENT (NOREP)/PRIOR WRITTEN NOTICE (PWN)

The school must provide parent with prior written notice each time it proposes or refuses to initiate or change the identification, evaluation, or educational placement of a child or the provision of a free appropriate public education (FAPE) to a student. Specifically, a NOREP/PWN is required in the following circumstances:

- at the conclusion of the initial IEP;
- at the conclusion of each subsequent IEP meeting;
- upon decision that a referred student does not require an evaluation;
- when an Evaluation Team determines that a student does not have a disability, establishes a disability, changes the type of disability or upon consideration of additional data does not change the type of disability;
- when the school has conducted an evaluation and considers the data to be valid and comprehensive and therefore refuses to pay for an independent evaluation. In this case, the principal in consultation with the Regional Special Education Director would be required to request a due process hearing to demonstrate the appropriateness of the school’s evaluation;
- when an IEP Team determines a need for a change in placement or level in service, such as part-time to resource;
- on the date the decision is made that a student’s suspension constitutes a change in placement (i.e., more than 10 consecutive school days; more than 15 cumulative school days; or series of suspensions constitutes a pattern of suspension);
- when an IEP Team conducts a manifestation determination;
- when a student is referred to an interim alternative education setting or approved private school;
- at the conclusion of a pre-hearing conference to settle a disagreement between the parent and district/school representatives about a student’s program and/or services;
- when a student no longer requires special education services;
• when a student graduates from high school; and
• when a student with mental retardation is suspended from school for any period of
time.

Dispute Resolution
• Parents and the School District have a variety of means to resolve disputes, which
are informal schools meetings, pre-hearing conferences, mediation, and due
process.
• Informal meetings, pre-hearing conferences and mediation may not be used to delay
a parent’s right to a timely due process hearing.
• Proactive Resolution. School personnel may meet with parents and attempt to
identify and resolve issues proactively and informally.
• Agreement Reached. If an agreement is reached, it must be written and signed by
the parent, Regional Special Education Director and Principal or designee. Attach a
NOREP/PWN to the written agreement.
• Agreement Not Reached. If an agreement cannot be reached, the parent is given a
NOREP/PWN and (s)he may request one of the processes described below.

Mediation
General Requirements of Mediation
• is a voluntary process in which parents and school agree to obtain the
assistance of a qualified impartial mediator who is trained in effective
mediation techniques.
• cannot be used to deny or delay a parent’s right to a hearing or to deny any
other rights under IDEA.
• cannot include lawyers for the parent or for the school.
• must be provided at no cost to the parent.
• must be scheduled in a timely manner and must be held in a location that is
convenient to the parties to the dispute.

• Agreement. If school officials and the parents resolve a dispute through the
mediation process, they must execute a legally binding written agreement that sets
forth the resolution terms and that states that all discussions that occurred during
the mediation process will remain confidential and may not be used as evidence in
any subsequent due process hearing or civil proceeding; and is signed by both the
parent and a Regional Special Education representative or Principal/designee.
• Mediation Confidentiality. Discussions that occur during the mediation process
must be confidential and may not be used as evidence in any subsequent due
process hearing or court.
Facilitation. Contact the Regional Special Education staff to request mediation.

NOTE: The written and signed mediation agreement is enforceable in court.

Discipline of Students with Disabilities

If a student violates the Code of Student Conduct, before consequences or punishment are imposed, a school must consider whether the student has a disability evidenced by an IEP or Chapter 15 service agreement. While all students may be disciplined, it is both illegal and unjust to punish a child when the offense is directly related to his disability or when the IEP or Chapter 15 service plan is not implemented. A student with mental retardation can never be suspended without either the written consent of the parent or by written approval of the Pennsylvania Department of Education.

Disciplinary actions give students with disabilities extra legal protections when the discipline constitutes a change in placement. A “change in placement” is a legal term that applies to the following situations:

- Any suspension (even one day), expulsion, or transfer to another school of a student with mental retardation.

- A suspension, expulsion, or disciplinary transfer to a remedial disciplinary school for either more than 10 consecutive school days or more than 15 cumulative school days in a school year is a change in placement. If a student has transportation on his IEP, then bus suspensions are also counted.

- Suspensions that may total less than 15 cumulative school days in a school year may be a change in placement if they appear as part of a pattern of suspensions. A pattern of suspensions may be found if the student is suspended for behavior that is “substantially similar” to behavior for which the child has previously been suspended. Factors may include same type of behavior, same victim, same class, same day of the week or same time of day.

- If the offense is not committed by a student with mental retardation or if suspensions do not exceed 10 consecutive or 15 cumulative days nor constitute a pattern of suspensions, than it is not a change in placement and the student may be subject to the same consequence the school applies to all students who violate the Code of Student Conduct. If the offense is a change in placement, the school team (including the parent) must hold a Manifestation Determination meeting to determine two issues:

  - Was the student’s misconduct caused by or directly and substantially related to
the student’s disability?

• Was the student’s misconduct a direct result of the school’s failure to follow the child’s IEP?

the team answers yes to either question, then the student’s behavior is a manifestation of his/her disability. The student may not be suspended, expelled or transferred to a remedial disciplinary school as a punishment for misbehavior. The team must conduct a functional behavioral assessment and create a behavior plan addressing ways that the school can help a student with a conduct issue. If the student already has a behavior plan, the plan must be reviewed and modified to address how the school can better assist the student with the conduct issue.

If all team members agree that the student’s conduct was not a manifestation of his disability, then the student may be subject to the same consequences as all students. If a parent disagrees with the team’s decision that the behavior was not a manifestation of the student’s disability, the parent may request a due process hearing to challenge this finding. If the Hearing Officer agrees with the parent, the student will remain in the school where the offense was committed unless the parent and the school agree otherwise. However, during the period of expulsion or transfer to an alternative placement or remedial disciplinary setting, the student must continue to receive special education services prescribed by his IEP and a Behavior Plan must be created or revised to address the offending conduct.

The administration and staff of Synergy Cyber Charter School will not deny enrollment or otherwise discriminate in its admission policies or practices on the basis of a student’s disability or the student’s need for special education or supplementary aids or services. The administration and staff will not include measures of achievement or aptitude in its admission policies or practices. The administration and staff at Synergy Cyber Charter School value the individual differences of all children and look forward to educating those with special needs.

Synergy Cyber CS is committed to follow all of the mandates specified in Public School Code Chapter 711, outlining Services and Programs for Children with Disabilities. It is anticipated that Synergy Cyber CS will attract students with various disabilities and with IEP’s who will be representative of the percentage in similar districts across the state. We will be adequately staffed with at least one coordinator of special education and certified teachers who will collaborate in providing core education to students. The coordinator of special education will manage a database of all students receiving special education program and services, type of program, level of service dates of revaluation and IEPs, to ensure that Synergy Cyber Charter School maintains compliance with federal and state guidelines. Designated personnel will also maintain communication with parents of children receiving special education services. Additionally, the coordinator will interface with professional service providers as per related service needs and organize any/all interagency contacts relative to students’ programs. We will
also employ paraprofessionals with documented qualifications to support the work of the certified teachers.

The administration of Synergy Cyber Charter School will promote collaboration and support to strengthen the capacity of the teachers to educate and accommodate students exhibiting educational and behavioral difficulties. Activities will include but are not limited to collaboration, problem solving, team building, team maintenance, instructional assessment and adaptation, effective interaction patterns, student discipline and behavioral management. This program will include a multidisciplinary approach to meet students’ needs. Students may eventually be referred for special education, but the instructional support teams may be able to identify specific learning styles and varied educational methods that will contribute to students meeting success.

To maximize positive outcomes and experiences for all students, Synergy Cyber Charter School has designed an educational program to meet the needs, interests and ability levels of all students. The population of students with disabilities who may enroll will be reflective of the overall percentage of students with disabilities in public school settings, state-wide. Students with disabilities will have access to the general curriculum of Synergy Cyber Charter School with instruction driven by a student’s Individualized Education Plan (IEP). The comprehensive Educational Programs to support the students, in both academic and extracurricular environments will be evidence of the School’s commitment to student achievement.

### Synergy Cyber Charter School Plan

- Educational Services
- Plan for Meeting the Needs of Students with Disabilities
  - Types of Special Education Programs
  - Types of Related Services

### Educational Services

**Child Find**

Child Find refers to activities that lead to the identification, location and evaluation of students enrolled in a charter school. The administration of Synergy Cyber Charter School recognizes that in addition to Chapter 711 of PA regulations, they must also abide by I.D.E.A. and Section 504 of the Rehabilitation Act of 1974. The administration of Synergy Cyber Charter School will establish written policies and procedures to ensure that all children with disabilities
who are in need of special education and related services are identified, located and evaluated. The special education staff and the school as a whole will ensure the rights of children with disabilities. The administration of the Synergy Cyber Charter School will post the special education policies including procedures, programs and services available on the school web site and in the school’s Policy Manual that will be distributed to all parents and students attending Synergy Cyber Charter School and those requesting information about the school. In addition to Child Find procedures, the staff at the charter school will provide a Student Assistance Program to supplement these efforts.

Screening and Special Education Process

In accordance with Child Find, parents will be notified regarding possible screening at the time of student enrollment and throughout the student’s educational process. Upon admissions, a questionnaire requesting information about student learning styles and functional abilities will be completed by parents/guardians. Information provided in this questionnaire will then be reviewed and validated by Special Education staff. There will be ongoing analysis of a student’s response to instruction which will include reviews of enrollment records, transcripts and report cards, health records and performance on statewide assessments. The Synergy CCS recognizes that students within the designated age range may enroll in the school with one or more of the following disability categories, which may deem them eligible for special education and related services based on the Individuals with Disabilities Act (IDEA):

- Autism
- Deaf-Blindness
- Deafness
- Emotional Disturbance
- Hearing Impaired
- Multiple Disabilities
- Orthopedic Impairment
- Other Health Impaired
- Specific Learning Disability
- Speech or language Impairment
- Traumatic Brain Injury
- Visual Impairment, including Blindness

The following details the steps involved with the Special Education Process:

*A Permission to Evaluate/Reevaluate is required to be issued and signed by parent/guardian prior to commencing any evaluation.
*Evaluation/Reevaluation of students enrolled to be completed by educators, related services personnel, and psychological services if any change of program(s) is indicated. Related services include speech/language therapy, occupational/physical (OT/PT) therapy, counseling, etc. All academic and school based records will be reviewed to consider appropriate programming needs. Evaluations are to be completed within 60 calendar days, containing ALL assessments by professionals involved, as well as opportunity for parental input.

*Notification of team meeting for required and invited persons to discuss results of the evaluations.

*Team meeting is conducted within designated timelines with all required personnel providing input in their respective disciplines. If the decision is made for the student to receive services, or continue to receive services, an IEP will be completed.

*Individualized Education Plan (IEP) development including current levels of performance, annual goals, and short-term objectives is completed, with recommendations from the team report being considered. Additional components will include accommodation and modification strategies, progress monitoring, type of assessments to be utilized to track progress, and schedule of monitoring activity. Specially designed instruction will enable a student maximum participation in all aspects of the school curriculum.

*Notice of Educational Placement (NOREP) will be issued identifying type of program, level of service, and school year involved.

**Procedural Safeguards**

The Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities explains the specific rights and responsibilities of the parent in the special education process. The Individuals with Disabilities Education Improvement Act 2004 (IDEA 2004) requires school districts to give parents the Procedural Safeguards only one time a year, except upon: initial referral or on request for evaluation; the first occurrence of the filing of a due process hearing complaint; or upon request by a parent.

**Confidentiality and Education Records**

The Synergy Cyber Charter School will maintain records and confidentiality for students with disabilities in accordance with the regulations for the Family Rights and Privacy Act (FERPA) of 1974. Synergy will execute the requirements of a school to give annual notice regarding Special Education services and programs and the rights of students with disabilities and notification of rights under the Family Educational Rights and Privacy Act. The administration or designee will agree to notify parents annually of their confidentiality rights according to FERPA.
as driven by FERPA. Synergy Cyber Charter School staff will adhere to all rules under Chapter 711 concerning transferring of records.

Plan for Meeting the Needs of Students with Disabilities

The Synergy Cyber Charter School will provide a continuum of quality Special Education Services for students with disabilities in accordance with the provisions of the current federal and state regulations. Students who are identified to receive special education services are ensured to have access to the general education curriculum with necessary supports driven by each student’s IEP, in the least restrictive environment. The diversity of the student’s program may be reflected in materials, strategies, environments, time periods, and/or services required which enable him/her to achieve success at the designated grade level. The virtual programs in implementing each student’s annual goals will provide sufficient virtual instruction for the student to have a reasonable opportunity to master the annual goals. A variety of blended learning models of instruction will include; direct instruction, guided practice and independent practice. As per each student’s IEP, the instructional staff will incorporate strategies of inclusive practice, using differentiated instruction, and appropriate accommodations to maximize student engagement across major subject areas in the general education curriculum. Children with disabilities will have access to the general curriculum and participate in State and local assessments as established and described in Chapter 4 (relating to academic standards and assessment.)

The Synergy Cyber Charter School is aware that students may enroll in school with one or more of the following educational programs which requires implementation of Special Education and Related Services as designated by the Individuals with Disabilities Act (IDEA):

- **Types of Programs:**
  - Learning support, for students who primarily need assistance with acquisition of academic skills
  - Life skills support, for students who primarily need assistance with development of skills for independent living
  - Emotional support, for students who primarily need assistance with emotional or social development
  - Deaf or hearing impaired support, for students who primarily need assistance with deafness
  - Blind or visually impaired, for students who primarily need assistance with blindness;
  - Physical support, for students who primarily require physical assistance in the learning environment
Autistic support, for students who primarily need assistance in the areas affected by autism spectrum disorders and

Multiple disabilities support, for students who primarily need assistance in multiple areas affected by their disabilities

From 34 Code of Federal Regulations (C.F.R.) Section 300.8 (34 C.F.R. § 300.8)

Related Services - (Designed to enable the student to participate in or access his or her program of special education):

- **Types of Related Services:**
  - Speech/Hearing
  - Vision Support
  - Physical and occupational therapy
  - Assistive technology- (supplemental software programs as needed)
  - Nursing services
  - Audiologist services
  - Counseling services
  - Transportation as needed (For possible access to local education center)
  - Mentoring for parents to assist student with academics
  - One-to-one instruction time with students
  - 24 hour access to student progress, grades, and curriculum

**Behavioral/ Mental Health Supports for Students with social/behavioral issues**

Personnel from this discipline may be necessary to support a student in accessing the designated program. Synergy will interface with agencies particular to a student’s home district and facilitate opportunities for teams to collaborate re: progress of an individual requiring this support. The ultimate goal is always to assist the student to maximize his educational experience and gain the necessary skills for continued progress. Interagency contacts may be determined as educational teams monitor overall progress of the student, and confer with parents on a consistent basis.

**Personnel and Projected Enrollment**

The administration of Synergy Cyber Charter School will coordinate special education programs and supervise teachers and paraprofessionals who work under the direction of a certified staff member in providing instructional programs and services to students with an IEP. The special education teachers will hold Pennsylvania certificates of instruction.
Paraprofessionals will be required to meet state guidelines including documented qualifications and expectation of participating in ongoing professional development and training relative to positions held. Student services personnel will be available to assist our students with disabilities and will possess required certification commensurate with assignments.

If educational interpreters are necessary to provide students who are deaf or hard of hearing, only those who are qualified under the sign language Interpreter/Translator State Registration Act will be employed.

The administration will be responsible to ensure that in-service training sessions are appropriately and adequately scheduled to address the special knowledge required to serve the unique needs of students with disabilities. These sessions will be part of the Professional Development Plan and Act 48 credits will be available. Participation and completion of scheduled training of personnel will be documented on a regular basis. Staff will also have opportunities to request training specific to instructional needs.

The administration of Synergy CCS plans to provide all children with disabilities to be engaged in classes which reflect all manner of inclusive practice. Students will receive a wide range of accommodations based on needs, driven by their IEP or Section 504 agreement. Annual goals described in measurable terms of what a student is expected to learn are detailed in each IEP. Educational program at the age-appropriate grade level and any related services indicated for an IEP will be decided at the IEP team meeting. Section 504 agreements will include accommodations and services as dictated in the Rehabilitation Act of 1974. The team will determine what supplemental aids and adjustments/accommodations are necessary for each student to achieve success in the general education environment, and maintain progress during any current school year. These accommodations may include, but are not limited to, extended time on assignments or tests, oral testing, use of assistive technology, adaptation of curriculum, auxiliary aids such as large print, Braille, or assistive listening devices. If a paraprofessional is needed to provide more assistance for instruction, this employee will do so under the supervision of a certified teacher. Supplemental tutoring will be available as needed.

Synergy CCS will commit to a staffing level at the beginning of school based on anticipated enrollment, projections of needs and parent surveys. As the student population increases and individually assessed needs are recognized, the administration will add required staff and/or services. This will be accomplished by contracting with those organizations who employ qualified individuals to meet specific needs which may include hearing, speech/language, occupational, physical, rehabilitation, or vision therapy. At all times, the service needs will be based on the IEP or 504 Agreement. To ensure that students are presented with a valuable school experience, the administration is committed to providing special education teachers, student personnel staff, paraprofessionals, and qualified contracted professionals contingent on school population and the particular needs of the students.
In cases where there is no parental involvement, Synergy Cyber Charter School will comply with the attached Surrogate Parent Policy. In cases where there may be no consensus between parent/guardian and school regarding provision of services for any given student, Synergy CCS will utilize the mediation process of the Office of Dispute Resolution or continue the with a due process hearing, as deemed appropriate.

In order to manage the program of education for students with disabilities, a Special Education Coordinator will be employed to ensure that Synergy CCS fulfills the provision of services including interfacing with the student’s general education teachers, the parent or learning coach, and/or the student (when age-appropriate). The Special Education Coordinator will be responsible to see that Synergy remains in compliance with federal and state guidelines through periodic review of student IEPs for appropriateness, relevancy, and consent.

The administrative, pupil services, special education personnel and teachers of Synergy CCS are committed to providing quality educational experiences to students with disabilities appropriate to their needs, abilities and interests. In designing for positive experiences for children, the administration will maximize all opportunities for students to achieve in the least restrictive environment, and be exposed to strategies of inclusive practice at all levels of academic programs, athletic and extracurricular activities.

Access to Instructional Materials

For students who may present with specific needs, Synergy Cyber Charter School will provide alternate instructional material, in a timely manner, to students needing specialized, accessible formats such as large-print, audio, digital or Braille. These items will ensure that components of specially designed instruction outlined in an IEP will be possible. The School will take all reasonable steps to ensure that students who are blind or have print disabilities be provided with accessible format instructional materials at the same time students without disabilities. Every effort will be made to provide the student with this material and supplemental devices ten days after enrollment at Synergy. Additional examples of assistive technology to be available to further enhance access to instructional materials may include the use of scanners, screen readers, amplification systems, and recorders.

Synergy’s Ability to Meet the Needs of Students with Disabilities

The founders of Synergy are well aware of the process and implementation associated with each stage of a special education program. If that knowledge was not communicated during the hearing before the Department, there was a communication problem but not the problem of a lack of knowledge. In any event, prior to the opening of the school a certified special education specialist will be employed and that person will be responsible for reviewing files, communicating with parents and guardians and engaging caregivers and who will be
responsible for working with students and teachers.

The Appendices contain a reference to a document, a side-by-side comparison, prepared and published by the Commonwealth of Pennsylvania Department of Education which compares; Chapter 14 Special Education Services and Programs State Regulations and Part 300 Individuals with Disabilities Education Act Federal Regulations. It is the intent of Synergy Cyber to adhere to the mandated components of the IEP development and execution process. See Appendix S.

**Synergy’s Special Education Program with Specific Timelines, Processes and Implementation**

A fundamental element of special education is the fact that there is an obligation on the part of the school to evaluate a child and issue an Evaluation Report. This report must be issued 60 calendar days from the time a parent signs a Permission to Evaluate Consent Form and this time period does not include summer months. If the parent writes a letter to the school requesting an evaluation, the school must make the Permission to Evaluate-Consent Form readily available. If the parent makes an oral request, the school has 10 days to provide the parent with a form that will put the request in writing.

The subsequent Evaluation Report must be provided to the parent 10 days before the IEP meeting. If the child is found to be eligible for special education services, the Special education team must meet within 30 calendar days. The team should be comprised of the child’s parents, a special education teacher, an administrator and a regular education teacher. This team must develop the child’s IEP within 30 calendar days. After the development of the IEP, the school has 10 days to begin to implement the IEP.

The IEP is structured with several sections. The sections are described as follows:

The first section of the IEP explores whether the child has any special considerations; whether the child is blind or visually impaired, deaf or hearing impaired, or has needs in the areas of communication. It inquires about whether or not the child needs assistive technology devices or services or if the child has limited English skills. It also investigates whether the child has behaviors that impede his/her learning of the learning of others. If it is determined that the child’s behavior is getting in the way of learning or the learning of others, the IEP Team must consider and include strategies to help the child.

The second section of the IEP will contain the child’s current educational levels; the child’s present levels of achievement and functional performance. This section of the IEP will contain information on how the child’s disability affects his/her involvement and progress in the curriculum.

The third section of the IEP will include the child’s post-secondary goals; the child’s
transition from high school. This section will outline the services the school will provide to the child to help him/her achieve the goals that have been established. These goals might include college, employment, independent living and community involvement. This section is a requirement for children who are 14 years old or older during the school year covered by the IEP.

Synergy will foster the involvement of students in civic activities. Some of the involvement will be required as a form of community service for which students will receive some form of credit. At the lower grades, this involvement will be a form of “field study” for students as a method of making their text and classroom experiences come to life. We will attempt to provide several options for all of our students in the form of volunteer time at local social service institutions, colleges and universities or service organizations.

The fourth section of the IEP is where the IEP Team determines whether the child can participate in the Pennsylvania System of School Assessment (PSSA) and district-wide achievement testing, or not. In this section it is also determined whether the child needs accommodations during testing, or not. If it is determined that the child has significant cognitive disabilities and that the PSSA would not be appropriate, the child will take the Pennsylvania Alternate System of Assessment (PASA). An indication that the PASA would be more appropriate would need to be included in the IEP.

Accommodations for Testing for Special Education Students

Synergy Cyber will ensure that all children with disabilities are included in all general State and district-wide assessment programs, with appropriate accommodations and alternate assessments, if necessary, as indicated in their respective IEPs.

Accommodation Guidelines

(1) The school will develop guidelines for the provision of appropriate accommodations.

(2) The school’s guidelines will--
   i. Identify only those accommodations for each assessment that do not invalidate the score; and
   ii. Instruct IEP Teams to select, for each assessment, only those accommodations that do not invalidate the score.

The school will develop and implement alternate assessments and guidelines for the participation of children with disabilities in alternate assessments for those children who cannot participate in regular assessments, even with accommodations, as indicated in their respective IEPs, as provided in paragraph (a) of this section.

For assessing the academic progress of students with disabilities under Title I of the ESEA, the alternate assessments and guidelines in paragraph (c) (1) of this section
must provide for alternate assessments that are aligned alternate or modified academic achievement standards are informed that their child’s achievement will be measured based on alternate or modified academic achievement standards.

The fifth section of the IEP will indicate the learning goals of the child for the year. The IEP must list annual functional and academic goals for the child. The goals must be measurable and designed to meet the child’s needs. The goals will be designed so that the needs can be met to allow the student to make progress and be involved in the general education curriculum; that which the school follows for all children at the child’s grade level. The curriculum must align with the standards that are found in the School Code, Chapter 4. This section provides that the child will be taught what all other children at the student’s grade level are taught unless there is a disability-based reason why that cannot happen. The school cannot refuse to include the student in the general curriculum solely because that curriculum would need to be modified. For children who will take the PASA the IEP will include short-term objectives in addition to the annual goals. This section of the IEP must explain how the child’s progress will be measured and when progress reports will be issued.

The sixth section of the IEP lists the modifications and supports the child needs to receive an appropriate education. This section will state what the school personnel will do to help the child learn. This section should state what specially designed instruction supports and services the school will provide to the child. This section also includes the supplementary aids and services the child will receive. All aids and services needed for the child to succeed in the regular education class must be listed on the child’s IEP and provided by the school. This section also lists the related services the child will receive. These are support services that will help the child benefit from the special education program. This might include transportation, therapies such as speech, physical, occupation or psychological, interpreting services for deaf children, parent training and counseling, and school health services. The IEP will discuss how often these services will be provided and how long each session will last. This section of the IEP will also discuss the help the school will give to the staff, especially in the form of training and the addition of a special education teacher to help the regular education teachers modify the curriculum or to provide extra support to the child in the regular education classroom.

Support services for gifted children who have a disability are also listed in this section of the IEP. These services might include counseling, career guidance, flexible grouping and transportation.

The last question in this section of the IEP is whether the child needs extended school year services (ESY). All children with a disability must be considered for ESY as part of the annual IEP meeting. These services are particularly appropriated for a child who regresses over the summer or a child who needs the extra time in the summer to learn skills that are
crucial for the child to receive an appropriate education. If the child has severe disabilities, such as autism, serious emotional disturbance, severe mental retardation, and severe multiple disabilities, the IEP Team must meet by February 28 of each school year to review the child’s need for ESY. The ESY eligibility must be determined by March 31st for those children and the parents must be given a Notice of Recommended Full time support – more than 80% of the day; this section of the IEP will also identify the location of the program.

**Educational Placement/Prior Written Notice (NOREP/PWN) so the IEP Team can plan for the child’s summer program.**

The final two sections of the IEP will discuss where the child will receive services. Section seven will discuss whether the child will be included in regular education classes and activities and, if so, for how much of the school day. The IEP Team must decide if the child can make progress in a regular class with supplementary aids and services. The team must also decide the amount of special education support the child should receive in a typical school day and how much time the child should receive special education supports from special education staff. This will define the amount of:

- **Itinerant support** – 20% or less of the school day;
- **Supplemental support** – more than 20% but less than 80% of the school day.

The last, section of the IEP, the eighth section contains information that the state uses to track whether school districts are placing children with disabilities in programs with children who are not disabled, as opposed to separate special education programs.

**I.3.C. Describe the teaching methods that will be used to deliver instruction and assess academic performance. How will this pedagogy enhance student learning?**

**Teaching Methods for Delivery of Instruction and the Assessment of Academic Performance**

The primary form of teaching special education classes will be based on an inclusion model. The students may be prepared for the inclusion process in a small group outside the classroom and then taken into the class with the special education specialist working with the primary teacher as a “co-teacher”. In a cyber-school environment this may take the form of a special education teacher working with students on a lesson and then directing those students to the class teacher who is aware of the work that the students had done with the special education teacher. The special education teacher might “take” the students back at the end of the class for a confirmation of understanding and an extensive question and answer session on the lesson. There will likely be some students who will not grasp the subject matter as quickly as others. These students may need to spend more time in a “pull-out” class environment and
the special education teacher will need to coordinate with the content teacher to keep the special education students on track with the curriculum.

**Pedagogy**

Synergy Cyber Charter School is committed to providing a stimulating and challenging academic experience for ALL children. Through a system of virtual, online instruction, paired with opportunities of face-to-face instruction, each student will have a variety of media to discover, explore, and learn in order to achieve at high levels. Each student will begin at his/her age-appropriate grade. The programs at Synergy will offer a staff which delivers proficient instructional techniques in the virtual realm. Teachers will utilize these models to provide lessons and activities that guide student to continually strive towards excellence. These varied strategic experiences will keep students engaged and focused on goals.

Synergy CCS staff will operate with an understanding that Principles for Effective Instruction coupled with strategies which allow for accommodations and modifications will address the needs of diverse learning styles of students. With a belief that ALL children can learn at high levels, Synergy CCS can assist each child to reach his/her highest learning potential in a manner that speaks to HOW a student learns best. The acquisition of knowledge and lessons mastered will enable student to apply the necessary skills for productive contributions and life-long success at home, in school, and in the global community.

The instructional staff of Synergy Cyber School will utilize sound instructional theory and practice, using academic tools and techniques that are standards-based and evidence-based. Recognizing that children exhibit diverse learning styles, staff will use varied instructional practices and supplemental aids and/or devices (as required) designed to meet student’s individual needs. Learning objectives, including concepts and mastery of principles to be demonstrated in application, will be clearly defined. Content of grade-appropriate curriculum will engage student attention and provide the basis for the acquisition of new information and stimulate curiosity for added dimensions of learning. Delivery of material will be presented in instructionally engaging and effective ways. In a virtual learning environment, teachers will be able to check the level of student understanding as information is presented. In concert with the student, learning coach and teacher(s), opportunities will exist for students to demonstrate understanding of new material and concepts. Accountability for independent assignments which will be completed by students will reinforce the skills taught and apply learned information. Ultimately, the goal will be for students to become independent learners.

Staff employed by Synergy CCS will use teaching strategies which reflect best practices based on proven theories and research surrounding teaching and learning in an online environment. A plethora of methods will be used, including methods for working with students synchronously and asynchronously online, as well as direct instruction with students in a classroom situation. Teachers will be responsible for lesson plans and management of student progress across curriculum environments. To achieve these components, teachers will work
with learning coaches setting learning goals that are in alignment with Synergy CCS and Pennsylvania’s academic standards. This collaboration ensures an increased opportunity for students toward achievement throughout their educational experience.

Teachers employed by Synergy CCS will communicate with students synchronously or via electronic contacts including telephone or instant messaging. Internet capabilities of email, web-chat, Blackboard, online software such as Skype serve on the continuum of contacts available. Additionally, teachers will hold online “class times” through designated online teaching software. Online instruction will also be provided asynchronously for students beyond given school hours and school days.

For delivery of student lessons, in concert with learning coaches, teachers will utilize blended learning techniques including direct instruction, activities of guided practice, modeling, and independent practice. To ensure mastery of concepts, lessons will include objectives paired with the appropriate state which reflect an introduction, explanation of topic, opportunities for practice, and assessment. Teachers may use an “individual performance plan” for a student which drives the child’s program through the course of the year.

Professional staff will guide the learning process by accessing standards-based curricula from publishers through virtual one-to-one tutoring, distance-learning classrooms, and extended learning projects. Project based learning provides the students the opportunity to demonstrate concepts gleaned from curricular presentations, and with their own creativity, exhibit mastery of a particular topic. Students will be motivated to engage in a stimulating learning environment, and assisted to achieve success at mastery levels and skills at a designated grade or level before progressing to the next entity.

Parents and professional staff collaborate to manage each student’s learning profile. Parents (or learning coach) will ensure that their child is logging in to the Learning management System on a regular basis and has fulfilled required options for participation. Students may have the opportunity to work through the designated curriculum at a pace comfortable to parents and student. This also will require that the teacher has assessed and confirmed mastery of material covered prior to advancing to the next level. Evidence of mastery will be considered through online assessments, teacher made tests, benchmarks, standardized tests, and submitted projects.

Response to Instruction and Intervention

Schools in Pennsylvania are expected to provide a structure of supports for students who may demonstrate difficulty in accessing all components of the curriculum. To determine at what levels students are working, universal screening is used to assess status. If a student presents with an obstacle to learning, interventions may be employed for support BEFORE the student experiences a series of consistent failures. It is incumbent upon the schools to provide research based interventions for such students who may NOT be identified as in need of special
education services, but would benefit from some intervention to support skill acquisition. These programs have proven records of success as documented by data collected over time. In the assessment of overall student performance within a given school year, Synergy will have available some programs of research-based interventions which may assist students to overcome learning challenges, and more fully participate in the curriculum. These interventions could be beneficial to any/all students who struggle with mastery of grade level material. Some examples of these interventions are: Read 180, Study Island, Read Naturally, Wilson Foundations Reading Program, Corrective Reading, Corrective Math, etc. For further information and lists of resources, please refer to www.interventioncentral.org.

Program:

Models of instruction will incorporate strategies of inclusive practice, using differentiated instruction to maximize student engagement across major subject areas in the general education curriculum. Students requiring special education services will receive instruction as dictated in the IEP by certified personnel. All teachers responsible for students with disabilities will collaborate on a regular basis in order to plan then deliver instruction necessary for the student to advance through curricula at the age-appropriate grade. Additionally, progress monitoring and assessment will occur in order for the instructional team to make informed decisions about each student’s levels of skill acquisition and consistent plans for instructional designs during the school year. Teachers will document progress on a regular basis in order to make decisions regarding delivery of effective instruction. Teachers will collaborate to determine if a student would benefit from direct instruction at “resource centers”, which will be identified considering the home district of the student. At all times, teachers will comply with programmatic components of each student’s IEP in making instructional decisions.

Professional Development

Great teachers help create great students. In fact, research shows that an inspiring and informed teacher is the most important school-related factor influencing student achievement. Thus, it is critical to pay close attention to how we train and support both new and experienced educators. It is critical for teachers to have ongoing and regular opportunities to learn from each other and gain energy from the resourcefulness of colleagues. The premise for providing professional development establishes a base to ensure access to general education, encourages creative options for learning, offers models of planning for instruction, then strategies for delivering effective instruction, and ultimately assessment of skills learned. For students with disabilities, linking the IEP to the curriculum may be challenging. However, with a system of professional development for teachers and staff to collaborate and learn as a team, delivering instruction with excellence becomes a standard, not an exception. Ongoing professional
Professional Education Plan

Synergy Charter has developed a detailed Professional Education Plan that will be in conformance with the Professional Education Plan Guidelines published by the Pennsylvania Department of Education in January 2007. The Synergy Cyber plan will be created by using the following:

1. Identify the student learning needs that the professional development will address, by

   a. Citing the specific student achievement data or other student/school/community data. For all classroom teachers and other certified staff who work directly with students in academic subjects, the minimally acceptable data are PSSA results in subjects and grade levels where they are available, and if available, associated benchmark assessments (e.g.
4sight). In other subjects and grade levels, the school will rely on other standardized tests, benchmark assessments, local assessments and, if necessary because other assessments are not given, classroom assessments; and

b. Describe the need for professional development that is shown by the data, including which Professional Development Content Criteria the activity meets;

2. Indicate which groups of educators will participate in the activity;

3. Describe the proposed professional development activity, including the knowledge and skills that educators will gain. An activity could be a course, a multi-session program, or other specific planned set of activities or instruction – each must be documented;

a. A **course** is a series of lessons offered for credit by a college/university or intermediate unit where each credit is equivalent to 14 hours of study and 16 hours of related assignments culminating in an evaluated final product.

b. A **program** is a series of related continuing professional education events with a common theme and outcome that are offered for the specific number of hours, but it is recommended that they be at least 3.5 hours in length.

c. **Activities** are the components of programs such as training sessions, specific and relevant conference sessions, walk-throughs, and the alignment of curriculum and standards.

4. Describe the follow-up activities that will ensure successful implementation;

5. Provide the name of the professional development provider and whether the provider has been approved by the Department of Education. If the provider has not received PDE approval, then the Professional Development Plan will need to include a copy of the Pennsylvania Professional Education Provider Application (refer to the Act 48 Approved Provider Guidelines) approved by the school entity; and

6. Specify the method that will be used for evaluating the effectiveness of the professional development activity in addressing the needs identified in 1 above.
Synergy has developed a professional development plan in accordance with the PA Department of Education’s requirements and suggested plans. The preliminary plan has been developed; however, the final plan will be developed with the direction and input of the principal of the school.

The principal will chair a committee, the Professional Education Committee that will be charged with the task of defining the content and scope of the education program and then undertake the execution of that program.

The Professional Education Plan will have the following elements:

Professional Education Committee
The school’s Professional Education Plan will be prepared by a committee consisting of:

- Teacher representatives divided equally among elementary, middle, and high school teachers, chosen by the teachers;
- Educational specialist representatives, chosen by educational specialists;
- Administrative representatives, chosen by the administrators of the school entity;
- Parents of students appointed by the school’s Board of Directors;
- Local business representatives, appointed by the school’s Board of Directors; and
- Other individuals representing the community, appointed by the school’s Board of Directors

The PA Department of Education recommends that the committee also include early childhood education educators and community partners, and, when applicable, representatives from tutoring programs and Synergy Cyber will follow that recommendation.

The Professional Education Committee is responsible for:

- Establishing operating functions/subcommittees
- Conducting a needs assessment and setting clear goals for professional education
- Creating a delivery system for approved professional education that is designed to meet the identified needs of students
- Preparing the plan aligned with the district’s Chapter 4 Strategic Plan
- Signing-off on the Professional Education Plan and submitting it for approval by the school board
- Reviewing the plan annually making revisions as needed
**Needs Assessment and Goal Setting**

The professional education committee will assess the educational and staff development needs of the school and its professional educators, students and the community. The needs assessment will be data-driven and identify the staff development needed to achieve the academic standards and goals of the school’s strategic plan.

After the educational and staff development needs have been evaluated, goals will be established for the three-year professional education plan. This includes setting goals for students and goals for staff that support achievement of the goals for all students.

**Delivery System**

When the professional education needs and goals have been identified, the plan to achieve the goals will be designed. The delivery system will create learning communities, be intensive, and be based on data that indicate it will lead to higher achievement. Opportunities for implementation of new knowledge and skills will be provided to ensure that they are mastered, applied, and result in student success.

Options for professional education delivery may include, but shall not be limited to:

1. Collegiate studies from nationally accredited colleges/universities
2. Continuing professional education courses taken for credit
3. Other programs, activities or learning experiences taken for hourly reporting that comply with the requirements of these guidelines

If the school has a significant proportion of students with limited English proficiency and/or students who are English language learners, the Professional Education Plan will include strategies that are designed to meet the needs of these students and that are demonstrated to be effective in the removal of language barriers.

Professional Education Plans that are focused, measurable and specific are most likely to achieve their goals. Therefore, action plans to achieve the professional education goals over three years will be developed and included in the plan.

Professional education plans will be reviewed annually and revised as needed. The review will include evaluation of the goals, activities, and delivery system, and attainment of the competencies for each activity. The five levels of evaluation of professional development will also be utilized. These include:

1. student outcomes
2. participants’ use of new knowledge and skills
3. participants’ learning,
4. participant reaction,
Evaluation and Revision

Amendments to the plan will be recommended by the Professional Education Committee, approved by the Board of Directors, and submitted to the Department for approval.

The professional development activity will be designed to accomplish for classroom teachers, school counselors and education specialists:

1. Enhance the educator’s content knowledge in the area of the educator’s certification or assignment

2. Increase the educator’s teaching skills based on research on effective practice

3. Provide educators with a variety of classroom-based assessment skills and the skills needed to analyze and use data in instructional decision-making

4. Empower educators to work community partners For school and district administrators, and other educators seeking leadership roles:

5. Provide 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

6. Provide leaders

7. with the ability to access and use appropriate data to inform decision-making

8. Empower leaders to create a culture of teaching and learning, with an emphasis on learning Instruct the leader in managing resources for effective results

Best Practices for Professional Development

Synergy has used the Standards Aligned System and the What Works Clearinghouse to determine research and best practices upon which our professional development offerings are based.
Frequency and Duration of Professional Development

Professional development will be incorporated into the school calendar on a regular basis every week that school is in session. The professional development courses will be offered on Tuesday afternoons for at least two hours.

The duration of the professional development training will be from 1:00 PM to 3:30 PM each Tuesday during the school year.

Professional Development Providers

Professional development providers must be approved through an application process contained in the guidelines put forth by the PA Department of Education. There are many potential providers that Synergy can use for this service.

Eligible providers include:

- Institutions of higher education for their noncredit continuing education offerings;
- Professional associations;
- Non-governmental organizations;
- Nonprofit organizations;
- Corporations, partnerships and limited liability companies; and
- Sole proprietors (individuals).

Synergy is aware that there are many providers who are available and eligible to provide Professional Development services. Synergy has not yet contacted or contracted with any of these providers. This step will be taken when a detailed calendar of training is developed. That will happen when the school has a better understanding of the staff capabilities and interests.

The continuing professional development education program in Pennsylvania is a competency-based program whereby professional educators may earn credits to maintain active certification. The three typical offerings include a course, program and/or activity which are defined as follows:

- A course is series of lessons offered for credit or non-credit by a college/university or intermediate unit where each one semester credit is equivalent to 15 contact (direct instructor-led) hours of study (i.e. in-class, online and blended learning) and 30 hours of related assignments (i.e. supplemental readings, culminating project) resulting in an evaluated final product. If the course exceeds 45 hours in value, the 15/30 relationship must be maintained in the overall course design. A collegiate one quarter credit must maintain at least a 10/20 relationship.
• A **program** is a series of related continuing professional education activities with a common theme that are offered for the specific number of hours, but must be at least three hours per activity with a minimum of five component activities, resulting in a minimum of 15 professional development hours.

• **Activities** are the components of programs such as training sessions, specific and relevant conference sessions, walk-throughs, and the alignment of curriculum and standards. An activity must be a minimum of three hours.

Participants can only receive credit for the actual time involved in the offering. No credit can be given when direct instruction is not taking place (i.e., breaks, lunch, dinner, etc.).

**Approved Providers**

All approved providers have the authority to employ educators, consultants, agencies, trainers or others qualified to provide continuing professional education activities for educators in local school entities or other settings. Approved providers, as part of their approved provider application, must include a representation of their instructors’ credentials and professional experience.

**Professional Development Follow-up and Monitoring**

Professional development plans typically provide an overview of the focus of professional development and of how professional development will be implemented on a school-wide basis over the course of a school year. Such plans tend to center on specific professional learning themes and school-wide goals.

Professional development plans should:

• Align the focus of school-wide professional development with school, district and state goals;
• Prioritize and allow for a variety of learning opportunities;
• Emphasize classroom follow-through and implementation;
• Support ongoing evaluation of the effectiveness of professional development; and
• Identify and address the needs of the staff as a whole and also allow for individuals to seek out opportunities to address personal professional learning needs. Programs will be monitored and evaluated to determine whether they meet the needs of the school community, or not.

Some of the criteria that will be assessed are:

• Supports overall school performance
In schools where instructors participate and apply the findings of professional development in the classroom, the effects of professional development may reach more students and all programs because of the overall emphasis on common professional development goals and activities. In such cases, the entire school benefits when there is a culture centered on professional development.

- **Strengthens instructor performance**
  Effective and research-based professional development may help instructors to teach more effectively. The full realization of this benefit is contingent not only on instructors participating in professional development but on the extent to which they apply the knowledge and skills they learn.

- **Contributes to improved student performance**
  Students benefit when instructors understand and use research-based instructional strategies. Effective professional development helps instructors improve and refine their teaching skills. It also helps to keep them up to date in pedagogy and in their technical fields, benefits that may be passed on to their students in terms of how and what they teach.

- **Boosts instructor motivation and retention**
  Quality professional development can play an important role in educating and supporting both novice and veteran instructors. Professional development often provides instructors with new knowledge and skills, which in turn can boost their confidence and their belief in their ability to have a positive impact on their students. It can help motivate instructors and encourage them to stay in the teaching profession.

- ** Addresses needs identified through data analysis**
  Professional development should be provided to target areas in need of growth as documented in assessment data. Effective professional development can train instructors on instructional strategies that may help address these needs.

**Teacher Induction Plan**

Synergy will execute a comprehensive teacher induction plan that will reflect a mentor relationship between the first-year teacher, long-term substitute or educational specialist, teacher educator and the induction team. (See Appendix EE for an outline of the Synergy Cyber Teacher Induction Plan)

Criteria for the induction plan will include induction activities that focus on teaching diverse learners in inclusive settings. Diverse learners include English language learners (ELL) and students with Individualized Education Programs (IEP).

The induction plan will include the following staff:

All full and part-time regularly employed teachers engaged in their initial teaching
experience in a Pennsylvania public school entity must participate in the entity’s induction program.

- Substitute teachers and other professional employees may be required or minimally afforded the opportunity to participate in an induction program at the option of the employing school entity.
- Newly-employed educators with prior school experience may be required to participate in an induction program at the option of the employing school entity.
- Participation in the induction program process is optional for nonpublic and private school entities birth through grade 12 but is required for permanent certification. Nonpublic and private school entities may submit induction plans to the PDE for approval.

Synergy will build its training around the research that has been conducted as to what makes a great school. Research supports the idea that high performing schools have six common elements which will be incorporated into induction training as well as the core culture of the school. These elements are:

- Standards – Pennsylvania’s Core Standards define what students should know and be able to do as a result of instruction.
- Assessments – Assessments offer tools and resources to support the process of assessing, evaluating and documenting student learning in order to improve professional practice and increase student achievement.
- Curriculum Framework - Drawn from the Pennsylvania Core Standards, the Curriculum Framework is a set of teaching topics by subject and grade level further defined via Big Ideas, Concepts, Competencies, Essential Questions, and Vocabulary.
- Instruction – Pennsylvania has adopted the Charlotte Danielson’s Framework for Teaching as the overarching vision for effective instruction in the commonwealth. The model focuses the complex activity of teaching by defining four domains of teaching responsibility:
  - Planning and preparation
  - Classroom environment
  - Instruction
  - Professional responsibilities
- Materials and Resources – Support standards aligned instruction and include Voluntary Model Curriculum, learning progressions, units, lesson plans and multimedia content examples for use in planning and delivering instruction.
Learning progressions span grades K-12 and include what all students should know and be able to do as a result of successfully moving through grades K-8 and by taking specific courses in grades 9-12.

- Safe and Supportive Schools – Supplies resources and exemplars to promote active student engagement in a safe and positive learning environment. Areas within the element include the following:
  - Engagement
  - Safety
  - Environment

**Synergy’s Alignment with PDE Induction Requirements**

Synergy is aware of the Department’s induction requirements and the plan components.

Synergy founders have reviewed the “Educator Induction Plan Guidelines”, Published September 2013. Synergy is in full agreement with the principals articulated in the Department’s guidelines, including:

Support for new teachers increases retention rates and those who participate in intensive induction programs are more likely to:

- Use instructional practices that improve student achievement;
- Assign challenging work to diverse student populations;
- Use standards-based curriculum frameworks; and
- Accomplish the goals of the curriculum.

Without supports of a standards-based system, even the most talented educators are at risk of leaving the profession. High-quality induction programs can help to prevent new teachers from leaving the teaching profession.

School districts, intermediate units, charter schools, and area vocational-technical schools in Pennsylvania have been required by the Pennsylvania Code (22 Pa. Code §49.16 and §49.83) to have a state-approved teacher induction plan for first-year teachers since 1987.

Each school entity shall submit to the Pennsylvania Department of Education (PDE) for approval of a plan for the induction experience for first-year teachers (including teachers in pre-kindergarten programs, when offered), long-term substitutes who are hired for a position for 50 days or more, and for educational specialists.
The length of the induction program must be a minimum of one school year: however, the school entity may choose a longer period. The regulations require that induction plans be updated every six years.

The induction plan shall be prepared by an induction educator committee which includes teacher or educational specialist representatives, or both, selected by teachers, educational specialists and administrative representatives chosen from the school entity. Newly employed professional personnel with prior school teaching experience may be required by the school entity to participate in an induction program.

The induction plan shall reflect a mentor relationship between the first-year teacher, long-term substitute or educational specialist, teacher educator and the induction team.

Criteria for approval of the induction plans must include induction activities that focus on teaching diverse learners in inclusive settings. Diverse learners include English Language Learners (ELL) and students with Individualized Education Programs (IEP).

In accordance with the Department’s directives, Synergy will submit to the PDE a plan for the induction experience for the following staff:

- All full and part-time regularly employed teachers engaged in their initial teaching experience in a Pennsylvania public school entity must participate in the entity’s induction program.
- Substitute teachers and other professional employees may be required or minimally afforded the opportunity to participate in an induction program at the option of the employing school entity.
- Newly-employed educators with prior school experience may be required to participate in an induction program at the option of the employing school entity.
- Participation in the induction program process is optional for nonpublic and private school entities birth through grade 12 but is required for permanent certification. Nonpublic and private school entities may submit induction plans to the PDE for approval.

**STANDARDS ALIGNED SYSTEM**

The Standards Aligned System (SAS), developed by PDE, is a comprehensive, researched-based resource to improve student achievement. SAS identifies six elements that impact student achievement: Standards; Assessments; Curriculum Framework; Instruction; Materials and Resources; and Safe and Supportive Schools. Schools and educators across Pennsylvania are supported in their efforts to integrate SAS into the classroom by PDE’s SAS portal at [http://www.pdesas.org/](http://www.pdesas.org/).
The SAS portal is designed to organize and deliver educational content carefully aligned to the Pennsylvania Academic Standards and provide educators with integrated classroom tools to enhance their teaching effectiveness. The SAS portal also provides Pennsylvania educators with leading edge networking technologies that create opportunities to communicate and collaborate with peers across the commonwealth.

Effective professional development, beginning with aligned induction activities, will help to prepare new teachers to utilize the SAS framework, along with student performance data, to improve student achievement and enhance instructional practices.

**Homeless Students**

As provided by the McKinney-Vento Homeless Act of 2002, schools must immediately enroll homeless children or youth, even if the children or youth are unable to produce records and materials normally required for enrollment, such as previous academic records, medical records, proof of residence, or immunization records.

**Change in Housing Status of Currently Enrolled Student**

- **Required Meeting**
  Whenever a current or receiving school is informed that a student is or has become homeless, the principal or his/her designee must immediately arrange for a meeting with the parent.

- **Discussion about Placement Options**
  The staff member must discuss with the parents the student’s options and the best interests of the student. Information concerning issues such as overcrowding and special education delivery should be brought to the parent’s attention. If questions arise, consult with the District’s Homeless Liaison.

- **If Relevant, Facilitate Transfer**
  At the conclusion of the conference with the parent, the staff member must facilitate the immediate transfer of the student, if relevant, in accordance with the parent’s decision.

**Protected Handicapped Students**

**Legal Standard**

to provide accommodations to identified students with disabilities to access the school and school activities and programs.

• The school must provide each identified Protected Handicapped Student enrolled in the school, without cost to the student or family, those related aids, services or accommodations which are needed to afford the student equal opportunity to participate in and obtain the benefits of the school program and extracurricular activities without discrimination and to the maximum extent appropriate to the student’s ability.

**Gifted Support**

**Assessing a Potentially Gifted Student**

• Students need to be screened as possible candidates for gifted support using multiple criteria, such as, report card grades, scores on standardized state and local achievement testing, teacher recommendation, and parent request. When a school believes that a child is a candidate, the principal will issue a Gifted Permission to Evaluate. The teacher will complete a Staff Input form. The parent will complete the Gifted Parent Input form and sign the Gifted Permission to Evaluate. The SEL will make sure that all the necessary documentation is in the student file as per the Permission to Evaluate checklist for Mentally Gifted Students.

• The guidelines in Chapter 16 state that a student is considered to be mentally gifted when she or he receives an IQ score of 130 or above and when other criteria reflect gifted ability. At the same time, a student obtaining an IQ score less than 130 may be considered for programs for the gifted when other criteria strongly indicate gifted ability. IQ score alone may not be the sole determining factor in determining giftedness. This means that a 130 IQ is neither a necessary nor sufficient criterion. However, the student must be given an IQ test to obtain a score that is used in the determination.

• The choice of the IQ measure rests with the psychologist. The psychologist may choose to use a full IQ test or a reliable abbreviated scale of intelligence. The psychologist may choose to report the GAI of the WISC-IV, for example, if in the opinion of the psychologist, that is more reflective of the overall potential of the student than would be the Full Scale IQ given the greater g-loading.

• When the student does not achieve the 130 IQ, an alternative measure is used. This is the Raven Progressive Matrices (Colored version up to 8 years of age and the Standard version above the age of 8). The Raven is administered with coaching prior to administration. The protocol for the coaching will be part of the Regional
test supplies. In order to qualify using the Raven, a student needs to score at the 95th Percentile or above.

- The psychologist will document in the psychological report and the Gifted Evaluation Report what test measures were used and what additional criteria were included. These additional criteria may include the same measures that were used for screening, but must be documented. In addition, the psychologist must include recommendations to the Gifted IEP (GIEP) team of areas of particular strength and interest that will be used in developing the GIEP.

Additional Services

Related Services - Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services also include school health services and school nurse services, social work services in schools, and parent counseling and training.

Every student receiving special education and related services provided for in an IEP developed prior to July 1, 2008, shall continue to receive the special education and related services under that IEP, subject to the terms, limitations and conditions set forth in law.

In addition to the requirements incorporated by reference in 34 CFR 300.324 (relating to development, review, and revision of IEP), each school entity shall designate persons responsible to coordinate transition activities.

Parent Training

Synergy will take advantage of the many training components offered by the Pennsylvania Training and Technical Assistance Network (PaTTAN). These training modules cover many aspects of the knowledge parents will need to be effective with children with disabilities. The training is offered at no cost and Synergy will be able to guide parents through various aspects of the training through our online connections with the families.

Examples of the PaTTAN training modules are:

- “What Parents of Students with Disabilities Need to Know About the Implementation of an IEP”
- “Empowering Families as Partners in the Least Restrictive Environment – A
There are many other training modules available through PaTTAN. Synergy Cyber will use the PaTTAN training and will find, acquire and use other training as the needs of our parents are assessed and understood. As parents make the school aware of specific needs, we will find means to provide a better understanding of how to manage the concern.

**PSSA and Alternate Assessment**

The Pennsylvania System of School Assessment (PSSA) will be administered to all of the students enrolled in the school except if it is determined that the child has significant cognitive disabilities and that the PSSA would not be appropriate. In that event, the child will take the Pennsylvania Alternate System of Assessment (PASA). An indication that the PASA would be more appropriate would need to be included in the IEP.

**GRADUATION AND DROP OUT**

Least restrictive environment requirements:

Students with disabilities shall be educated in the least restrictive environment. The school will ensure that:

1. To the maximum extent appropriate, and as provided in the IEP, the student with a disability is educated with nondisabled peers.
2. Special classes, separate schooling or other removal of a student with a disability from the regular education class occurs only when the nature or severity of the disability is such that education in the regular education class with the use of appropriate supplementary aids and services cannot be achieved satisfactorily.
3. A student may not be determined to require separate education because the child cannot achieve at the same level as classmates who do not have disabilities if the child can, with the full range of supplementary aids and services, make meaningful progress in the goals included in the student's IEP.

4. A student may not be removed from or determined to be ineligible for placement in a regular education classroom solely because of the nature or severity of the student’s disability, or solely because educating the student in the regular education classroom would necessitate additional cost or for administrative convenience. (5) School entities shall be required to provide access to a full continuum of placement options.

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and (ii) Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Independent Education Evaluation

Provisions for Extended School Year – In addition to the requirements incorporated by reference in 34 CFR 300.106 (relating to extended school year services), school entities shall use the following standards for determining whether a student with disabilities requires ESY as part of the student's program:

At each IEP meeting for a student with disabilities, the school entity shall determine whether the student is eligible for ESY services and, if so, make subsequent determinations about the services to be provided.

1. In considering whether a student is eligible for ESY services, the IEP team shall consider the following factors; however, no single factor will be considered determinative:
   a. Whether the student reverts to a lower level of functioning as evidenced by a measurable decrease in skills or behaviors which occurs as a result of an interruption in educational programming (Regression).
   b. Whether the student has the capacity to recover the skills or behavior patterns in which regression occurred to a level demonstrated prior to the interruption of educational programming (Recoupment).
   c. Whether the student's difficulties with regression and recoupment make it unlikely that the student will maintain the skills and behaviors relevant to IEP goals and objectives.
   d. The extent to which the student has mastered and consolidated an
important skill or behavior at the point when educational programming would be interrupted.

e. The extent to which a skill or behavior is particularly crucial for the student to meet the IEP goals of self-sufficiency and independence from caretakers.

f. The extent to which successive interruptions in educational programming result in a student's withdrawal from the learning process.

g. Whether the student's disability is severe, such as autism/pervasive developmental disorder, serious emotional disturbance, severe mental retardation, degenerative impairments with mental involvement and severe multiple disabilities.

2. Reliable sources of information regarding a student’s educational needs, propensity to progress, recoupment potential and year-to-year progress may include the following:

   a. Progress on goals in consecutive IEPs.

   b. Progress reports maintained by educators, therapists and others having direct contact with the student before and after interruptions in the education program.

   c. Reports by parents of negative changes in adaptive behaviors or in other skill areas.

   d. Medical or other agency reports indicating degenerative-type difficulties, which become exacerbated during breaks in educational services.

   e. Observations and opinions by educators, parents and others.

3. The need for ESY services will not be based on any of the following:

   a. The desire or need for day care or respite care services.

   b. The desire or need for a summer recreation program.

   c. The desire or need for other programs or services that, while they may provide educational benefit, are not required to ensure the provision of a free appropriate public education.

4. Students with severe disabilities such as autism/pervasive developmental disorder, serious emotional disturbance; severe mental retardation; degenerative impairments with mental involvement; and severe multiple disabilities require expeditious determinations of eligibility for ESY services to be provided as follows:

   a. Parents of students with severe disabilities shall be notified by the school entity of the annual review meeting to encourage their participation.

   b. The IEP review meeting must occur no later than February 28 of each school year for students with severe disabilities.

   c. The Notice of Recommended Educational Placement shall be issued to the parent no later than March 31 of the school year for students with severe disabilities.

   d. If a student with a severe disability transfers into a school entity after
the dates in paragraphs (2) and (3), and the ESY eligibility decision has not been made, the eligibility and program content must be determined at the IEP meeting.

5. School entities shall consider the eligibility for ESY services of all students with disabilities at the IEP meeting. ESY determinations for students other than those described in subsection (d) are not subject to the time lines in subsection (d). However, these determinations shall still be made in a timely manner. If the parents disagree with the school entity's recommendation on ESY, the parents will be afforded an expedited due process hearing.

Intensive Interagency Approach -

Disproportionate Representation - Policies and procedures designed to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children with disabilities, for those school districts identified with significant disproportionality in accordance with 34 CFR 300.646(a) (relating to disproportionality).

Each school district may develop a program of early intervening services. In the case of school districts meeting the criteria in 34 CFR 300.646(b)(2) (relating to disproportionality), as established by the Department, the early intervening services are required and must 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 of 1965 (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

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 was periodically provided to the student’s parents.

9. Screening or early intervening activities do 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 early intervening activities

Availability of Services to Students Statewide

Special Education services will be provided to all students by using a network of providers in areas where there is a low concentration of students. It is anticipated that the students who enroll and who live in rural counties of the state will be serviced through the efforts of providers who will travel through the state and visit students in their homes. The number of the providers that will be needed has not been specifically determined because the number of these people will be defined by the enrollment of students with IEP’s and by those students who are found to be eligible for special education services.

Surrogate Parent Policy

The following is language from the US Code that defines the obligation to protect children who have no parent. Synergy Cyber commits to adhere to all of the mandates in the state and federal codes and regulations regarding surrogate parents.

§ 300.519 Surrogate parents

Each public agency must ensure that the rights of a child are protected when

1. No parent can be identified;
2. The public agency, after reasonable efforts, cannot locate a parent;
3. The child is a ward of the State under the laws of that State; or
4. The child is an unaccompanied homeless youth as defined in section 725(6) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(6)).
The Surrogate Parent Policy is appended to this document as an Appendix. See Appendix K.

Duties of public agency
The duties of a public agency under paragraph (a) of this section include the assignment of an individual to act as a surrogate for the parents. This must include a method

1. For determining whether a child needs a surrogate parent; and
2. For assigning a surrogate parent to the child.

Wards of the State
In the case of a child who is a ward of the State, the surrogate parent alternatively may be appointed by the judge overseeing the child’s case, provided that the surrogate meets the requirements in paragraphs (d)(2)(i) and (e) of this section.

Criteria for selection of surrogate parents. The public agency may select a surrogate parent in any way permitted under State law. Public agencies must ensure that a person selected as a surrogate parent:

1. Is not an employee of the SEA, the LEA, or any other agency that is involved in the education or care of the child;
2. as no personal or professional interest that conflicts with the interest of the child the surrogate parent represents; and
3. Has knowledge and skills that ensure adequate representation of the child.

Non-employee requirement – compensation
A person otherwise qualified to be a surrogate parent under paragraph (d) of this section is not an employee of the agency solely because he or she is paid by the agency to serve as a surrogate parent.

Unaccompanied homeless youth
In the case of a child who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents without regard to paragraph (d)(2)(i) of this section, until a surrogate parent can be appointed that meets all of the requirements of paragraph (d) of this section.

Surrogate parent responsibilities.
The surrogate parent may represent the child in all matters relating to:

1. The identification, evaluation, and educational placement of the child; and
2. The provision of FAPE to the child.

SEA responsibility
The SEA must make reasonable efforts to ensure the assignment of a surrogate parent not more than 30 days after a public agency determines that the child needs a surrogate parent.

I.3.D. Attach the school calendar and identify hours of the school operation, as per Section 1715-A(9).

A charter school shall provide in excess of the minimum of one hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction at the elementary level, or nine hundred ninety (990) hours per year of instruction at the secondary level. Nothing in the Code shall preclude the use of computer and satellite linkages for delivering instruction to students. Synergy Cyber Charter School will expand on these minimum standards with the introduction of a schedule that provides instruction throughout the calendar year and allows students to enter a course at any time during the year that proficiency has been established.

The school calendar is as follows. This calendar provides for 188 days of instruction for the 2014-2015 school year and 225 days of instruction for 2015-2016 and beyond. Individual school days will vary depending upon a student’s ILP, their grade level, and the courses in which they are enrolled. The hours of instruction for the first year based on this calendar are 1,418, in excess of the 900 mandated for elementary instruction and 990 mandated for the upper grades.

Synergy Cyber Charter School
Calendar for Academic Year 2015 – 2016

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 24 – 27, 2015</td>
<td>Professional Development (Teachers only)</td>
</tr>
<tr>
<td>August 28</td>
<td>Parent Orientation Conference 9am–8pm</td>
</tr>
<tr>
<td>September 1</td>
<td>First Day for All Students Grades 6-8</td>
</tr>
<tr>
<td>September 7</td>
<td>School Closed: Labor Day</td>
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<tr>
<td>Date</td>
<td>Event</td>
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<tr>
<td>September 14</td>
<td>School Closed: Rosh Hashanah</td>
</tr>
<tr>
<td>October 12</td>
<td>School Closed: Columbus Day</td>
</tr>
<tr>
<td>October 14</td>
<td>Interim Reports (1&lt;sup&gt;st&lt;/sup&gt;) Sent Home</td>
</tr>
<tr>
<td>November 11</td>
<td>School Closed: Veteran’s Day</td>
</tr>
<tr>
<td>November 13</td>
<td>Report Card Conference (1&lt;sup&gt;st&lt;/sup&gt;)</td>
</tr>
<tr>
<td>November 26 - 27</td>
<td>School Closed: Thanksgiving</td>
</tr>
<tr>
<td>December 16</td>
<td>Interim Report (2&lt;sup&gt;nd&lt;/sup&gt;) Sent Home</td>
</tr>
<tr>
<td>December 24 - 31</td>
<td>School Closed: Winter Recess</td>
</tr>
<tr>
<td>January 1, 2016</td>
<td>School Closed: New Year’s Day</td>
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<tr>
<td>January 18</td>
<td>School Closed: ML King Day</td>
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<tr>
<td>February 4</td>
<td>Report Card Conference (2&lt;sup&gt;nd&lt;/sup&gt;)</td>
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<tr>
<td>February 15</td>
<td>School Closed: President’s Day</td>
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<tr>
<td>March 16</td>
<td>Interim Report (3&lt;sup&gt;rd&lt;/sup&gt;) Sent</td>
</tr>
<tr>
<td>March 21 – 25</td>
<td>School Closed: Spring Recess</td>
</tr>
<tr>
<td>April 14</td>
<td>Report Card Conference (3&lt;sup&gt;rd&lt;/sup&gt;)</td>
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<tr>
<td>Date</td>
<td>Event</td>
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<tr>
<td>April 11 - 15</td>
<td>PSSA English Language Arts (Grade 3-8)</td>
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<tr>
<td>April 18 - 22</td>
<td>PSSA Mathematics (Grade 3-8)</td>
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<tr>
<td>April 25 - 29</td>
<td>PSSA Science (Grade 4 - 8)</td>
</tr>
<tr>
<td>May 2 - 6</td>
<td>PSSA Make-Up</td>
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<tr>
<td>May 19</td>
<td>Interim Report (4th): Sent Home</td>
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<tr>
<td>May 23</td>
<td>School Closed: Professional Development</td>
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<tr>
<td>May 30</td>
<td>School closed: Memorial Day</td>
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<tr>
<td>June 17</td>
<td>Last Day for Students</td>
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<tr>
<td>June 20</td>
<td>Report Card (4th): Sent Home</td>
</tr>
<tr>
<td>June 22</td>
<td>Last Day for Staff</td>
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</tbody>
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Calendar for Academic Year 2015 - 2018
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>July 6</td>
<td>First Day of Pod 1</td>
</tr>
<tr>
<td>July 24</td>
<td>Last Day of Pod 1</td>
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<tr>
<td>August 10</td>
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<tr>
<td>October 9</td>
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<tr>
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<tr>
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<td>January 29</td>
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<td>February 1</td>
<td>First Day of Quarter 3</td>
</tr>
<tr>
<td>April 8</td>
<td>Last Day of Quarter 3</td>
</tr>
<tr>
<td>April 18</td>
<td>First Day of Quarter 4</td>
</tr>
<tr>
<td>June 17</td>
<td>Last Day of Quarter 4</td>
</tr>
</tbody>
</table>

The extended year schedule is representative of the years 2015 – 2018 and is 207 school days. Pods are reserved for credit recovery, accelerated studies, special projects, remedial instruction, to be determined by the student’s ILP.
Explanation: Describe effective teaching methods, curriculum, and a specific plan to meet the needs of ALL students that are consistent with the mission of your school.

I.4. School Accountability

I.4.A. What methods of self-assessment or evaluation will be used to ensure that the school is meeting its stated mission and objectives?

Methods of Self-Assessment and Evaluation that will ensure that the School is Meeting its Stated Mission and Objectives

On a periodic basis there will be a review process of various components of the operation of the school. There will be a review committee established, led by the principle administrators of the school. This committee will include school teaching staff and non-teaching staff, parents, and community partners of the school. These review sessions would ideally take place at the beginning of the school year; to establish the goals and objectives of the school year, twice during the year and once at the end of the year to determine if the school met its goals and to establish the basis for the process during the following year. There should be a presentation to the Board of Trustees at its annual meeting to provide a report on the operation of the school for the year ending and to present to the Board the plans for the next year.

Our intent is to operate the school using the following principles:

Characteristics of High Performing Educational Systems

High performing Charter Schools with varied demographic conditions have shown they share common characteristics. These nine characteristics are strongly correlated to consistently high performing Charter Schools. As Charter School teams go through the process of comprehensive planning, they will look for the presence of characteristics such as clear and shared focus. Research has shown that there is no silver bullet – no single thing that Charter Schools can do to ensure high student performance. Rather, high performing education systems tend to show evidence of the following nine characteristics:

1. Clear and Shared Focus
   Everybody knows where they are going and why. The vision is shared - everybody is involved and all understand their role in achieving the vision. The vision is developed from common beliefs and values, creating a consistent focus.

2. High Standards and Expectations
   Teachers and staff believe that all students can learn and that they can teach all students. There is recognition of barriers for some students to overcome, but the barriers are not insurmountable. Students become engaged in an ambitious and rigorous course of study.

3. Effective Charter School Leadership
Effective leadership is required to implement change processes within the Charter School. This leadership takes many forms. Principals often play this role, but so do teachers and other staff, including those in the Charter School office. Effective leaders advocate, nurture, and sustain a Charter School culture and instructional program conducive to student learning and staff professional growth.

4. **High Levels of Collaboration and Communication**

There is constant collaboration and communication between and among teachers of all grades. Everybody is involved and connected, including parents and members of the community to solve problems and create solutions.

5. **Curriculum, Instruction and Assessment Aligned with Standards**

Curriculum is aligned with local, state and national standards. Research-based materials and teaching and learning strategies are implemented. There is a clear understanding of the assessment system, what is measured in various assessments and how it is measured.

6. **Frequent Monitoring of Teaching and Learning**

Teaching and Learning are continually adjusted based on frequent monitoring of student progress and needs. A variety of assessment procedures are used. The results of the assessment are used to improve student performances and also to improve the instructional program.

7. **Focused Professional Development**

Professional development for all educators is aligned with the Charter School’s common focus, objectives, and high expectations. It is ongoing and based on high need areas.

8. **Supportive Learning Environment**

The Charter School has a safe, civil, healthy and intellectually stimulating learning environment. Students feel respected and connected with the staff, and are engaged in learning. Instruction is personalized and small learning environments increase student contact with teachers.

9. **High Levels of Community and Parent Involvement**

There is a sense that all educational stakeholders have a responsibility to educate students, not just the teachers and staff in Charter Schools. Parents, as well as businesses, social service agencies, and community colleges/universities all play a vital role in this effort.

I.4.B. **How will teachers and administrators be evaluated? Describe your standards for teacher and staff performance.**

The Standards for the Evaluation of Teacher and Staff Performance

Administrators should have at least one formal evaluation each year, administered by the chief executive of the school. If there is reason to believe that the administrator is not
fulfilling his or her responsibilities there may be more than one evaluation. This will be
determined by the progress the administrator is making to resolve problems indicated in earlier
evaluations.

Both administrators and teachers will be provided the assistance of either mentors or
coaches based on the specific needs. The chief administrator will work to retain all of the
employees and will attempt to salvage any short-comings identified through both a formal and
informal observations and evaluations of all employees. The Principal and Teacher evaluation
forms are attached as Appendix E and Appendix F to this application.

Teachers will be evaluated by the chief academic officer of the school. There should be
at least three evaluations of each teacher during the course of the year. At least two of these
evaluations should be formative and the final should be summative. There should be an
ongoing process of informal observations and evaluations. These will be “feed-back” sessions
that are designed to assist the teachers with a better understanding of how they are handling
curriculum and lesson plans.

Recognizing that the teacher is the single most important factor in the educational
process, teacher evaluation will be of the highest priority. Teachers will be evaluated on
teaching competency and on pupil progress, as demonstrated by formal assessments and
student portfolios. Teachers will also be evaluated on their success in developing, monitoring,
and maintaining their student’s Individualized Learning Plans. Synergy Cyber CS will be
compliant with the Federal No Child Left Behind Act.

The CEO, Principal, Vice Principal, and/or their designee will informally observe teachers
in their first year of employment at Synergy Cyber CS twice a month during the first three-
month probationary period. Thereafter, observations will be conducted once a month for the
remainder of the school year.

Beginning with the second year, teachers will be observed quarterly and one annual
performance evaluation report to be completed by May 30th of each school year.

I.4.C. How will your school be accountable to the parents of the children attending
your school?

Synergy Cyber Charter School’s Accountability to Parents

Parents and their children are the most important element of the school. The school is
entrusted with public resources and charged with the responsibility of providing a public
education its students. The parents make the decision to use our school based on a belief that
our school will be able to fulfill their wishes and desires for their children.

In order for this relationship to work, there must be an on-going dialogue with the
parents about their aspirations for their children. This must be a partnership and we will discuss
the relationship in these terms from the very first point of contact. Synergy will pledge to
provide an extraordinary educational experience to the student and the parent will need to
pledge to assist in many specific ways to make the process successful. Synergy is proposing to
work on an extended school day for the duration of the year. This will only provide the benefit
that is possible is the families embrace the concept and commit to the work that will be
necessary to make the extended day beneficial. Parents drive this process. They will need to
monitor the students and provide the school with feedback about where the process is not
working so it can be constantly adjusted.

We envision a relationship wherein the parents will have many points of contact with
the school. There will be contact with teachers and counselors on a regular basis. We will also
provide regular contact from the administration of the school. Synergy will provide periodic
opportunities for parents to meet with the school and other parents. We believe that this
process should have a social element and we want parents to perceive themselves as being part
of a community that is working to provide their children an advantageous educational
experience. The school cannot be optimally successful without the parents and the parents are
welcome to be as involved as they wish.

The Board recognizes the vital roles parents and families play in the education and
welfare of their children. In accordance with its strategic plan, the school is committed to the
idea that all students can learn and that families share a commitment to the educational success
of their children. All programs will be planned and implemented with meaningful parent
partnerships and community involvement.

Parent and family involvement shall be defined as an ongoing process that assists
parents and families, promotes clear two-way dialogue between home and school, and supports
parents as leaders and decision-makers concerning the education of their children.

The Board recognizes that the responsibility for each child’s education is shared by the
school and the family. It acknowledges that schools and families must work as cooperative
partners to effectively educate all students. The Board will support the development,
implementation, and evaluation of a parent and family involvement program.

Parents realize the strengths and weaknesses of their children; therefore, the schools
will communicate with them and seek their input throughout the school year. The parent/family
involvement program may include but is not limited to the following:

1. Support for parents as school leaders and decision-makers in an advisory capacity.
2. Secure Title I parents to serve on an ongoing Federal Advisory Council for the purpose
   of providing input into the development of the Title I planning process.
3. Promote clear two-way communication between the parents and the schools utilizing
   the charter school’s website, as well as written communication about student progress,
   school programs, curricula, and the academic standards.
4. Provide community resources to strengthen student learning, family practices, and school programs.

5. Conduct annual surveys and meetings with parents, community members, and charter school personnel to evaluate the plan and to make revisions as needed.

6. Create a school environment that welcomes parents, family, and other community members.

7. Assist in developing an affective partnership by providing workshops and resources to parents, family, and charter school personnel.

The following Synergy Cyber Charter School Parental Outreach Program (POP) lays out an ambitious agenda for encouraging parents to partner with the school and its staff. It is guided by the African proverb that “It takes a village to raise a child,” re-envisioned as the question: “What does it take to raise a village?” Parents, schools, and communities represent the village, the connector that unites the partners behind a common goal of ensuring quality education.

The mission of the POP is to actively engage parents and the community in the teaching and learning process.

The program promotes six types of parental involvement:

1. Promotion and support of parenting skills;
2. Regular, two-way, meaningful communication between home and school;
3. Parents as volunteers in the school;
4. Parents as instructors in the home;
5. Parents as full partners in school decisions that affect children and families; and
6. Parents working in collaboration with the entire community;

The plan for the program’s implementation calls for it to be rolled out in two stages. There will be instruction in computer technology to begin in 2014, as well as workshops on a variety of topics, including meeting to explain the school’s operational procedures and informational sessions on the curriculum, assessment, the PSSA, and expected proficiency levels. Plans are underway to roll out Stage Two of the program which will include the creation of Parent and Solution Centers that will serve as structures through which home, school, and community are linked.

I.4.D. Discuss your plan for regular review of school budgets and financial records.

The Plan for the Review of Synergy’s Budgets and Financial Records
The school anticipates that during the school year, the Board of Trustees will meet monthly. At each meeting there will be a presentation to the Board of expenditures to date and expenditures of line items in the budget. We will make sure the Board has a monthly review of the balance sheet and is aware of expenditures that are being planned in the upcoming month. At least two or three times during the school year, the Board should do a thorough review of the budget to determine how closely the administration is adhering to the financial plan for the year.

**BUDGET**

*(See Appendix B. for the Budget)*

The budget shall be designed to reflect Synergy Cyber Charter School’s objectives for the education of the students. Therefore, it must be organized and planned to ensure adequate understanding of the financial needs associated with program implementation, support and development. This necessitates a continuous review of the financial requirements of Synergy Cyber Charter School’s programs.

The Board considers the preparation of an annual budget to be one of its most important responsibilities because the budget is the financial reflection of the education plan for Synergy Cyber Charter School. The budget shall be designed to carry out that plan in a thorough and efficient manner and to maintain the facilities and honor the obligations of Synergy Cyber Charter School.

The Board recognizes its obligation to the taxpayers to approve only those expenses reasonably required to provide an educational program suitable to the needs and goals of Synergy Cyber Charter School and its students.

The annual budget proposal, once formulated, represents the position of the Board and will be available in draft form prior to its adoption. Adoption of the budget, after due deliberation and public comment, will take place at the June meeting of the Synergy Cyber Charter School Board of Trustees.

Each member of the Board and each administrator shall be thoroughly familiar with, and understand the need for, each of the proposed expenditures so that they can answer any question directed to them.

**I. 4. E. Describe your system for maintaining school records and disseminating information as required under the Family Educational Rights and Privacy Act (FERPA).**

**The System to be Used to Maintain School Records and to Properly Disseminate Information**

The school will have an administrative/office staff that will be primarily responsible for accessing student records. There will be a team of personnel that will do the periodic reporting,
some of which will need to include confidential student information. All of these people will need to provide to the school a statement binding them to the requisite confidentiality. The files of students with special education needs will be handled with a higher level of security and sensitivity. Those files will be maintained in a locked file that will be primarily accessed by the Coordinator of Special Education, the certified special education teachers and the administration of the school.

There will be periodic requests for records from other entities; other schools, approved private schools, school districts, the courts, social service agencies and the probation department. We will develop a procedure that will provide the ability to verify the legitimacy of the requests being presented to the school and will confirm the authority of the requestor before we respond.

The Charter School recognizes the need to protect the privacy rights of the Charter School exceptional students and their parents. The classification, collection, use, maintenance and dissemination of any information about a student or his or her family raises issues regarding the privacy of that information. Thus, the Charter School shall adhere to the provisions of federal and state laws pertaining to those privacy rights, including but not limited to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as amended, and its accompanying regulations; the applicable provisions of the Individuals with Disabilities Education Improvement Act (2004) ("IDEA"), as amended, and its implementing regulations; the applicable provisions of the Pennsylvania Public School Code of 1949, and the applicable provisions of Chapters 12 and 711 of the Pennsylvania Administrative Code containing the regulations of the Pennsylvania State Board of Education and other provisions applicable to charter schools. The CEO or his designee is designated as the administrator responsible for the maintenance, access, use and release of exceptional student records. This policy is to be used in combination with the Charter School Student Records Policy.

The CEO or his/her designee shall be responsible for the implementation of this policy which should function in accordance with the following:

**CONSENT FOR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION (34 CFR §300.622)**

Unless the information is contained in education records, and the disclosure is authorized without parental/legal guardian consent under FERPA, the student’s parent’s/legal guardian’s consent (or student’s consent if the student has reached the age of majority and is otherwise eligible to have record rights transferred to him or her) must be obtained before personally identifiable information about that student is disclosed to parties other than officials of the charter school. Except under the circumstances specified below, parental consent is not required before personally identifiable information is released to officials of the charter school for purposes of meeting a requirement of Part B of IDEA 2004.
A parent’s (legal guardian’s) 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 transition services.

ACCESS TO CONFIDENTIAL INFORMATION RELATED TO STUDENT (34 CFR §300.611)

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) A child’s name, a parent’s name, or the name of another family member;
      2) A child’s address;
      3) A personal identifier, such as a 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 a child with reasonable certainty.

2. Access Rights (34 CFR §300.613)

   a. Parent Access
      The charter school must permit a parent to inspect and review any education records relating to the parent’s child that are collected, maintained, or used by the charter school under Part B of the IDEA. The charter school must comply with a parent’s request to inspect and review any education records on the parent’s 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 the parent has made a request.

A Parent’s right to inspect and review education records includes:
1) A parent’s right to a response from the charter school to reasonable requests for explanations and interpretations of the records;
2) A parent’s right to request that the charter school provide copies of the records if the parent cannot effectively inspect and review the records unless the parent receives those copies; and
3) A parent’s right to have a representative inspect and review the records.
   a) The charter school may presume that a parent has authority to inspect and review records relating to the parent’s child unless advised that the parent does 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 the parent 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 2004 (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 a parent under Part B of the IDEA, if the fee does not effectively prevent the parent from exercising the 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 IDEA 2004.

4. **Amendment of Records at Parent’s Request (34 CFR §300.618)**
   If a parent believes that information in the education records regarding the parent’s child collected, maintained, or used under Part B of IDEA 2004 is inaccurate, misleading, or violates the privacy or other rights of the child, the parent 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 the parent’s request within a reasonable period of time of receipt of the parent’s request.

If the charter school refuses to change the information in accordance with the parent’s request, it must inform the parent of the refusal and advise the parent 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 the parent an opportunity for a hearing to challenge information in education records regarding the parent’s child to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the 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 the parent 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 the parent’s child, the parent may place in the records that it maintains on the parent’s child a statement commenting on the information or providing any reasons the parent disagrees with the decision of the participating agency.

Such an explanation placed in the records of the parent’s child must:

1. Be maintained by the charter school as part of the records of the child as long as the record or contested portion is maintained by the charter school; and

2. If the charter school discloses the records of the 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.

The CEO or his designee 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 Pennsylvania’s policies and procedures regarding confidentiality under Part B of IDEA 2004 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.

Persons who have access to personally identifiable information at the charter school will include members of the child’s IEP team, the charter school’s custodian of records and the CEO or his designee. Any individual accessing a student’s personally identifiable information must sign a sheet evidencing review of the records. The sheet will be maintained with the student records.
6. Destruction of Information (34 CFR §300.624)

The charter school must inform the parent when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the parent’s child, and the information must be destroyed at the parent’s request.

However, a permanent record of the child’s name, address, and telephone number, his or her grades, attendance record, classes attended, grade level completed, and the year completed may be maintained without time limitation.

Transfer of Records Between Schools

When the education records for a child with a disability are transferred from a public agency, private school, approved private school or private agency, to a charter school or cyber charter school, the public agency, private school, approved private school or private agency from which the child transferred shall forward all of the child’s educational records, including the most recent IEP, within 10 days after the public agency, private school, approved private school or private agency is notified in writing that the child is enrolled in a charter school or cyber charter school.

When the educational records for a child with a disability are transferred to a public agency, private school approved private school or private agency from a charter school or cyber charter school, the charter school or cyber charter school shall forward the child’s educational records, including the most recent IEP, within 10 school days after the charter school or cyber school is notified in writing that the child is enrolled at another public agency, private school, approved private school or private agency.

Referral to and Action by Law Enforcement and Judicial Authorities and Record Transmittal

The charter school reporting a crime committed by a child with a disability must ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom the crime is reported. A charter school reporting a crime may transmit copies of the child’s special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

Electronic Transmissions

The Charter School will ensure that any records kept or transmitted electronically are subject to high standards of electronic security. The Charter School uses electronic firewalls and encryption systems, and monitors and tests the system regularly to ensure its stability and integrity. All the Charter School’s electronic mail correspondence shall include the following:

Confidentiality Notice
The information in this transmission is intended only for the individual or entity named above. It may be legally privileged and confidential. If you have received this information in error, notify us immediately by calling the Charter School at (267) 256-0950. Send the original transmission to us by mail. Return postage is guaranteed. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution or copying of this communication or its contents is strictly prohibited.

**Administrative Procedures:**

The CEO or his designee shall be responsible for ensuring that the education records, confidentiality policies and procedures established under IDEA 2004 (relating to confidentiality of education records of exceptional students) are enforced and administered. This official shall:

- Notify parents on an annual basis of the policies and procedures regarding exceptional student education records and the rights of parents under both Federal and State Law concerning the confidentiality of education records of exceptional students.
- Develop a system of safeguards which will protect the confidentiality of personally identifiable information at the point of collection, storage, use, maintenance, release and destruction;
- Provide training and instruction in the implementation of records policy requirements for all educational agency personnel who collect or use exceptional student personally identifiable information; and
- Maintain a current listing of the names and positions of those agents and employees of the Charter School who are authorized by the school to have access to personally identifiable information of exceptional students.
- An education record shall not be destroyed by the Charter School if there is an outstanding request to inspect and review it by the parent or eligible student.
- The Charter School will inform the parents of an exceptional student when personally identifiable information collected, maintained, or used in the records of the exceptional student is no longer needed to provide educational services to the exceptional student.
- Upon request of the parents, information no longer relevant to and necessary for the provision of educational services to the exceptional student must be destroyed by the Charter School. However, a written record of an exceptional student’s name, address, phone numbers, grades, attendance records, classes attended, grade level completed, and year completed will be maintained for 100 years.
• Prior to the destruction of the information referred to in the above paragraph, the Charter School shall send written notification to the parents which shall inform the parents of their right to receive a copy of the material to be destroyed.

• The Charter School shall not destroy education records containing information necessary for the education of an exceptional student who is enrolled or has been enrolled in an education program operated by the school.

 Except as is stated in the above paragraph of this subsection, nothing in this section shall be construed to mean that the Charter School is required to destroy education records.

1.4.F. Describe your system for maintaining accurate student enrollment and withdrawal information as required under Section 1748-A, Enrollment and Notification

(See Student/Family Handbook at Appendix BB)

We will complete and file a Student Enrollment form for every student who enrolls in the school. We will maintain the form in the student’s file and will maintain a running report on the student population. Additionally, as students are withdrawn, the withdrawal form will be likewise maintained in the student’s file and there will be a corresponding report that will allow the administration of the school to ascertain the current enrollment at any given time.

Policies and procedures for withdrawals, transfers, and expulsions are defined in the school’s Student/Family Handbook. Parents who plan to withdraw children from Synergy Cyber Charter School and transfer to another school are required to notify the office, whose personnel provide the parent with a record-release form granting permission for the school to transfer the student’s records from Synergy Cyber Charter School as a legally defined LEA to another school district. Records are not sent until all obligations to the school have been satisfied, the return of all school-owned property has been verified, and all fines have been paid.

1.4.G. Describe plans to evaluate student performance

Synergy Cyber will produce for each student enrolled in the school a report that will aggregate a number of documents and reports that provide an indication of the student’s progress and capability. We will call this the Student Individual Progress Plan (IPP). The IPP will include the student’s report card for the past two years, where applicable, PSSA or PASA reports, any other assessment data such as PVAAS or Acuity Predictive reports. If the school has access to Study Island reports and reading programs like Achieve 3000 these reports, scores and indicators will be included in the IPP. The IPP will be reduced to one page and each teacher will have a book with the IPP’s for every student in the class. The purpose will be to provide every
teacher with the ability to build a differentiated class at the beginning of the year based on past performance of the students and to then be able to use that information to make adjustments to the class as the year progresses.

I.4.H. How will student development toward the school’s overall learning goals and objectives be measured?

Student development will be measured using traditional means and systems. Students will be tested periodically to determine their understanding of material and the school’s goals for their development. The school will administer diagnostic and predictive testing procedures. We have determined that we will use Acuity for this purpose and have provided detailed information about our expectations for this testing process in other sections of this application. The goals and objectives of the school are based on a belief that we will be able to produce better results by focusing on the needs of students on an individual basis. We have adopted high standards for everyone associated with the school, especially the students and we will work to achieve those standards in every part of the process.

I.4.I. Describe how student evaluation will be used to improve student achievement and attain the stated learning objectives.

Student evaluation will be used to inform student engagement and the pace at which students are introduced to new material. Synergy Cyber proposes to develop Individual Learning Plans (ILP) for each student. These plans will be updated on a continual basis and will be the roadmap teachers will use to guide students through learning exercises. We believe that the use of the ILP will also make it easier for parents to participate in the teaching of their students. The ILP will become the basis for the collaboration between the teacher, parent and student, especially when the student is having problems grasping the concepts presented in a lesson.

Explanation: Describe your commitment to high academic standards for all students; well-developed evaluation program for either school-developed or standardized testing; use of the Pennsylvania System of School Assessment (PSSA) or the PA Alternate School Assessment (PASA); and an analysis of assessment results to improve student performance.

I.5. School Community

I.5.A Describe the relationship of your school with the surrounding community.

It is our hope that the community surrounding the student body of Synergy Cyber will be communities throughout the state.
1.5.B. Describe the nature and extent of parent involvement in the school’s mission.

The school must have an ongoing and active involvement of parents in order for the school to fulfill its mission and to provide services to the students. We believe that we are the parent’s school, using public resources to provide an education to students whose parents have a choice about where to send their children for education. We are very conscious of the fact that the parents of our students will have chosen Synergy and we are grateful.

1.5.C. Describe procedures established to review complaints of parents regarding operation of the charter school

Parents will have varied reasons to complain. Sometimes the complaint is born from misunderstanding and sometime the complaint is born from the fact that the school did not do its job adequately. We believe that our primary job with regard to parent’s complaints is to listen. Very often, listening will be the most important aspect of finding a solution to the problem. Most parents want the best for their children and when they are not convinced that they are getting the best they will find problems in many aspects of the relationship. We anticipate that we will work with many students who come from households that live in poverty. Experience has shown that in many cases, people who come from poor backgrounds are typically disrespected in their dealings with institutions and authority figures. We will be sensitive to the fact that many complaints come from a belief that the parents are not receiving the respect to which they believe they are entitled. Many complaints will be obviated by staff training and an understanding that our parents are our customers and that each of them is contributing to the livelihood of the school. We will work with parents to make them understand that our role in their lives is to provide their children a competitive chance in life and that if we are able to work together we will significantly increase the ability of their children to succeed in life.

We know that parents and other family members will take a great measure of pride in the fact that their students are participating in and extraordinary educational process. They will brag about belonging to what they perceive to be an exclusive community and we, the operators of the school, can make that perception the driving force that defines the school’s relationship with the parents.

Explanation: Describe expectations of family members (or guardians) to be active participants in their children’s education and the integration plan of the school to collaborate with other community organizations.

1.6. Extracurricular activities (athletics, publications and organizations):

I.6.A. Describe the program of extracurricular activities planned for the charter school.
(Note: Charter schools shall be permitted, of otherwise qualified, to be members of the Pennsylvania Interscholastic Athletic Association.)

Note: Charter schools shall be permitted, if otherwise qualified, to be members of the Pennsylvania Interscholastic Athletic Association.

An essential part of the instruction program at Synergy Cyber CS will be physical education and education in various forms of the arts. We will build partnerships with local school districts, organizations that have facilities and organizations that operate programs for youth. We have structured our school day on an extended basis, in part, so that we would be able to build comprehensive programs so all of our students would have the benefit of one or more extracurricular activity. We do not consider these activities optional. It is our belief and part of our approach to education that all students need to learn and experience those activities that are too often considered to be adjunct to the primary aspects of education. We do not consider art, music, theatre, community service, ecological field service, meteorology and like activities to be ancillary. These are essential areas of knowledge that will round the education of our students. We are preparing our students to compete in the world; be the field of completion is higher education, the workplace, the military or some entrepreneurial endeavor. We do not intent to push the students into any of these courses in life. We want them to make informed choices. We do want them to be optimally prepared for whatever they choose. We believe that they cannot be optimally prepared without a round understanding of the world and how things connect. Therefore, it is our belief that they can only be well prepared if they have been exposed to the things in life that speak to creativity and acculturation.

Physical education is essential because in the physical development of young people, a rounded course of physical education is essential to the maintenance of good health. None of the other things we wish for our students will come to pass if their health is compromised. Physical education will not guarantee good health but a good understanding of physical well-being will provide our students with a vocabulary and with enough understanding so they can expand on the knowledge needed to be proactive about being healthy, eating well, medical checks, avoiding excessive behavior and avoiding those substances that are known to cause health problems. We want them to be well and we provide the basic information to put them on that path in life.

I.6.B Describe whether any agreements have been entered into or plans developed with the local school district regarding participation of the charter school students in extracurricular activities within the school district.

At the time of the preparation of this application there have not been any agreements made with any school districts regarding participation of our students in activities within the districts. These conversations will be held as soon as it is determined where our students reside.
**Explanation:** Identify organized activities that complement the mission of the cyber charter school and the programs in the students’ school districts of residence.

1.7. Technology Support:

1.7.A. Describe how your cyber charter school uses technology to provide a significant portion of its curriculum and to deliver a significant portion of instruction using the Internet or other electronic means.

We are a cyber-charter school and our primary vehicle for the delivery of educational content is through some form of electronic devise. We will initially build the school around the deployment of computers and a network of delivery that will allow teachers to give their lessons electronically. At some point, early on in the process, we will begin to introduce the use of electronic e-readers and other forms of tablet. We think the simplification of the delivery method will provide easier access to the students and that will cause them to become and stay engaged in the process. We are building the school with an extended day and that should serve to provide a process of selection. We believe that the students and families who will be attracted to Synergy Cyber will be attracted because of our rigorous curriculum and the hard work needed to be successful. We want to use all of the technology available and we want to position to school to be able to quickly adapt to new technology and new ideas for educating youth as they are developed.

**Acceptable Use Policy**

The school recognizes the importance of appropriate use of the hardware and internet connections that will form the basis of our educational program. Accordingly, we have promulgated a policy that will be put to the Board of Trustees that outlines acceptable behavior when using the technology. This Acceptable Use Policy is found in Appendix P and will be presented to the Board of Trustees for ratification at its first meeting.

**Internet Utilizing Broadband:**

Each student will be provided with a notebook computer and a printer which will be used as their personal gateway to curriculum that is delivered directly to the student desktop through an internet connection to one or more selected curriculum provider portals. Each student will also be connected to a personal cloud repository for the safe and secure storage of work product. This personal gateway is further utilized to facilitate e-mail and video conferencing as necessary.

**Internet and Other Electronic Means:**

Each student will also be able to access material through the use of physical interactive media (DVD) provided by one or more of the selected curriculum providers. As with the Broadband connection, each student will also be connected to a personal cloud repository for the safe and secure storage of work product. This personal cloud repository will also be utilized for the additional distribution of downloadable student materials as well as the platform for student work product.
submissions and is viewed as a cloud based meeting place for students and teachers. This personal gateway is further utilized to facilitate e-mail communication to and from the student.

Formalized policies and procedures must be established defining the specific broadband requirements for students, including the options that will be offered to get high-speed access to cyber charter school students who may currently have only dial-up available to the home. All of the students registered with Synergy Cyber will have access to the internet. In the event the student lives in a part of the state that does not have broadband access. The school will provide the student with a mobile hotspot that will provide, at minimum, a 3-G broadband equivalent.

The applicant has determined that it will be able to provide true internet access to all students in the state, regardless of location and regardless of whether internet access is provided to the student’s location, or not. The use of DVD’s as an alternative to the internet is not being considered.

Synergy will fully reimburse students for internet. Such costs have been captured in the attached budget. Synergy’s Board of Directors will pass a resolution affirming its plan to reimburse parents/guardians for the expense of having internet service in their homes. Reimbursements will occur quarterly or earlier when needed or upon presentation of the bill for the service. The cost of reimbursements is included in the attached budget.

Synergy will adopt OpenDNS, to ensure that the internet activities of minors are both monitored and safeguarded.

The installation and updating of filtering software will take place in two stages. The initial installation will occur when Synergy takes deliver of the computers before they are sent to the students. These computers will be loaded with the software that will be used, the filters will be set and internet filtering software will be installed.

Subsequently, as software requires updating, this will be done remotely. Synergy will have the capability to access all of the computers that are distributed by remote access. This will provide the ability to install updates, do basic troubleshooting and check on the status of any of the computers.

**Synergy will teach internet-related behaviors**

Synergy did indicate that it would teach appropriate internet-related behaviors, however, the application did not specifically mention Cybersmart. We will use a training that incorporates all of the aspects of the Cybersmart training. We may, indeed, use CyberSmart. The training offered by Cybersmart has components that include safety and security online; manners, bullying, and ethics; authentic learning and creativity; research and information fluency; and twenty-first century challenges. These are all discrete workshops which will provide Synergy with the ability to assess the level of understanding and mastery that the students have achieved. We will also encourage parents and caregivers to participate in this
Synergy will repair or replace equipment as necessary

Synergy will have in place a policy that articulates its approach to repair and replacement of damaged equipment. The first level of repair will entail our technical support people working with the student to try to walk the student through an explanation of the problem and an approach to a solution of the problem. The second level of the repair effort will entail the technical support staff capturing the computer remotely and working to a solution of the problem. There will likely be instances when the effort to repair the computers or peripheral equipment is unsuccessful. When it has been determined that it is not possible to make repairs remotely, a replacement computer will be sent to the student. In virtually all circumstances, the replacement computer will be in the hands of the student the next day. The student will be instructed to put the non-functioning computer in the same box and to use the supplied pre-paid, self-addressed label to return the computer to the school.

An assessment of the problem with the computer will be made and a decision to return it to the point of purchase, if the warranty allows for this option or to use the computer for parts.

The enclosed budget assumes a 50% replacement of student computers each year.

I.7.B. Describe how you will improve student achievement through effective uses of technology.

Our students were born into a world in which technology is taken for granted. They do not need to be coaxed into using technology, however, they will all benefit from a clearer understanding of the relationship of the technology we will use to their lives. One of our tasks will be to provide some level of technical understanding and appreciation for the technology we all take for granted.

I.7.C. Describe the technical support that will be provided to students and parents.

We will offer training on the way computers work; on the structure of the internet and on how information is accumulated and promulgated. We will provide a course to the students as the first lesson in their relationship with Synergy Cyber on the use of the computer and printer that will be supplied. This course will also teach the student how to access material, communicate with teachers and other students and how to post school work and questions. We will also provide instructional material to parents so they will know how to reach teachers and how to review the work their student are posting.
Initial Setup:

All notebook computers will be imaged prior to initial distribution minimizing the need for any student/parent setup. A Start-Up Guide will be included which will address issues such as login name, password authentication, email address, daily attendance check in, and other first day and daily issues. The guide will also be provided as an attachment to the student welcoming email and copied to parent(s).

Ongoing Support:

A technical support help desk will be established. The purpose of the help desk will be to provide assistance to any student/parent encountering technical difficulty and/or who is in need of some operational assistance. All notebook computers are to be outfitted with remote access functionality enabling help desk personnel to remotely access the student computer for both troubleshooting, corrective actions, and training purposes.

1.7.D. Describe the policy for ensuring the privacy and security measures that will guarantee the confidentiality of data gathered online.

Submission of and/or access to data gathered online requires appropriate authentication to systems that mandate at a minimum, login and password credentials. The privacy and security measures are those discussed in the Acceptable Use Policy. (See Appendix P – Acceptable Use Policy)

1.7.E. Describe the methods to ensure authenticity of student work and the proctoring of exams.

Synergy Cyber CS will develop and publish a policy that prohibits plagiarism and the use of material without proper attribution. All of the students, staff and faculty of the school will be required to sign an acknowledgement of the prohibition and the possible consequences if the prohibition is violated.

There will also be a companion document that addresses the prohibition against improper use of materials during examinations or the practice of securing assistance from others during exams. Students will sign a pledge that will be an acknowledgement that they understand the consequences of cheating.

Synergy will use a discrete student identification number for all computer assignments. These Unique ID numbers will be required to be affixed to all work submitted to the school. Work or other types of assignments will not be accepted or recorded without this identification, and students will be required to electronically sign their work if it is a
Methods to ensure authenticity of student work

Whenever an exam is given, the students will be required to affix their discrete identification numbers to the examination answer sheet and the proctor of the exam will also affix a discrete identification of the specific examination. These numbers will be randomly generated and changed for each exam and will be distributed to students at the time they log on for the examination. In any instance, where the numbers are duplicated or do not match the student identification number and name the exam will be processed by hand and might be disqualified if there is evidence that there has been any type of misbehavior.

I.7.F. Describe equipment such as hardware, software and Internet connections to be provided to students.

We have determined that the most efficient and effective configuration for the hardware we will distribute to students will be:

Representative Notebook Configuration:
Intel Core 2 Duo 2.53 Ghz, 4GB DDR2, 320GB HDD, DVDRW, 14.1” Display, Windows 7/8

Representative Printer Configuration:
Wi-Fi, All-In-One Inkjet (Printer/Copy/Scan)

Representative Internet Connection:
It is anticipated that many students will already have internet connections and each will be reviewed for appropriate curriculum delivery. Where a student does not have internet access, assistance in identifying providers in their area as well as coordination of order placement and installation will be provided.

II. NEEDS ASSESSMENT

II.1. Statement of Need:

II.1.A. Why is there a need for this type of school?
In 2005, an organization named Massachusetts 2020 did a study of nine schools that all had extended the instructional day. It was determined that of all the factors that contributed to learning, time was a variable that had been adjusted the least. This study looked at the consequences of adjusting the variable of time in the structure of the school day and year. The report concluded that there could be significant increases in student performance if there was a significant increase in the time on task. It should be noted that there was a belief among the participants that if the day was extended from six to eight hours, the addition of two hours would be meaningless if the first six were not well spent.

Building on the simple premise that a student population has the opportunity to learn more if the amount of time spent on the task was increased. There is probably a limit to the increase and that limit has not been determined. But, we believe that there is a significant benefit to be achieved if we lengthen the classes, especially those of the core subjects, and provided structured time for additional learning experiences such as labs, music, art, writing, nature studies, sports, thinking and all of the other things that schools seem to have begun to neglect or have sacrificed to budget constraints.

Budgeting is a major constraint and the study by Massachusetts 2020 dedicated substantial space to the discussion about how schools in the study financed the expansion of time. We will, during the discussion of finances in this application, address the means by which we intend to finance the expansion of the school day.

One of the aspects of our approach to Synergy Cyber is that we believe that if we can demonstrate to our students and their parents that there is good reason to spend more time with school, and not less, as many applicants to cyber schools assume, we will be able to get the “buy-in” necessary to make this model a success. We believe that if we are able to demonstrate to parents that their students can truly be successful and prepared for life after high school, we will be able to get the families to become fully engaged in the learning process and we will be able to prove the premise that all children can be taught, given the appropriate amount of time given to the effort.

II.1.B. Explain why the cyber charter school model is an appropriate vehicle to address this need.

The cyber charter school model is an appropriate vehicle because of the flexibility, predictability and the elimination of social conflicts in the education process. We know that conflicts among young people are responsible for much of the inability for students to focus and learn in traditional classrooms. We also know that there is a peer pressure that impacts student’s willingness to admit a lack of knowledge and to ask for assistance. We believe that we will be able to transcend most of these barriers in a cyber-school environment.

In the cyber environment the school will be able to utilize a teaching model that will allow teachers much more time to learn the specific educational capabilities and needs of their
students. We will develop an Individual Progress Plan for each student that will allow for a benchmark of the student’s knowledge level and for basis for creating performance expectations for their progress. We will be able to find and train teachers who will be adept at the use of these tools as well as assessment products such as Acuity, a McGraw-Hill product. Acuity is an assessment tool that is both predictive and diagnostic and is designed to give the school valuable information about student progress relative to state standards. Acuity works for language arts, math and science and will be aligned to both the current Pennsylvania State Standards and to the Common Core. The Predictive Assessments enable teachers to measure student growth, gain an understanding of each student’s strengths and areas for improvement, indicate student performance on the state’s standardized examinations, and prepare students for state assessments using contents that are similar to that on the standardized examinations.

The Diagnostic Assessments within Acuity allow teachers to assess what is taught, when it is taught, administer assessments and get immediate classroom results, know which concepts are most and least understood in the class and adjust instruction quickly based on near real-time online reports.

An advantage to using an extended day/extended year model of instruction is that Synergy will have much more time for the basic instruction in the core subjects and much more time to adjust that instruction to accommodate individual student’s needs. We will be able to adjust the instruction to meet the students where they are performing and move them, at their pace, to a level that will get them to proficiency in all subjects before they must take the standardized tests. The cyber environment is ideal for year round schooling as additional facility expenses are not generated by the extended calendar.

Explanation: Provide recognition of potential opportunities to improve service and expand choices for students and parents.

2. School Demographics:

II.2.A. What are the school’s enrollment projections for each of the first five years? What is the school’s ultimate enrollment goal? What grades will be served? What is the entry age for kindergarten students and the entry age for beginners? How many students are expected to be in each grade or grouping?

The enrollment plan for Synergy Cyber CS is to begin the school in 2015 with 400 students in grades Kindergarten through 8th. The second year of operation will have the same configuration. In the third year the school will grow to 500 students and add grades 9 and 10. The enrollment will stay at 500 in year 4 and the grades will expand to eleventh. In the fifth year of the school’s operation it is anticipated that the enrollment will reach 600 and the grades will expand to include 12th grade.
The entry age for Kindergarten students will be five years old no later than September 15\textsuperscript{th} of the year of entry. Synergy recognizes that the PA Supreme Court decision requires Synergy to follow a student’s district of residency kindergarten policy to receive payment.

II.2.B. Describe the community or region where the school, particularly the administrative office, will be located.

The school will operate as a state-wide school. As a cyber-school we anticipate that we will attract students from throughout the state. It is likely that because we are proposing a program that will have extended hours, we are likely to have larger concentrations of enrollment from the larger districts throughout the state.

II.2.C. Why was this location selected? Are there other locations suitable to the needs and focus of the school?

\textbf{Oakmont was selected as the location of the administrative offices because the developers of the school thought it was important that the school be able to provide some balance among the cyber schools that currently operate.}

II.2.D. Describe any unique demographic characteristics of the student population to be served including primary languages spoken.

It is anticipated that the enrollment of the school will be overwhelmingly English-speaking. However, we recognize that because of our academic focus, the school is very likely to attract large numbers of students who are recent immigrants or second generation from immigrant families. It is very likely that we will be attractive to Asian students because there is an existing tradition of increased school time in many of these communities.

We intend to offer a primary language as part of our instruction package. Additional languages will be available to students who demonstrate interest. We are also concerned that we are able to position our students for advantages as they are submitting applications for college and university studies.

Synergy will accept applications from and enroll any student in the State of Pennsylvania who meets the basic legal criteria for admission to a state chartered school. However, we believe that many students who might otherwise seek attendance at a cyber charter school will choose not to attend Synergy because of the extended schedule and the anticipated increase rigor in the curriculum. Synergy will require more time on task, more reading time and more projects than almost all of the other schools currently operating in the state.
II.3. District Relations/Evidence of Support:

II.3.A. Provide evidence that your cyber charter school has the sustainable support to operate.

We recognize that a broad base of support is essential to the success of a school that will attempt to attract students and parents from throughout the state. We have begun discussions with people and organizations in many counties throughout the state and are working to reinforce interest on the part of families in many locations. As an addendum to this application we are submitting copies of letters from people in several categories of support. These people include teachers, school districts, parents and students. We have included copies of the letters and petitions signed by those we have contacted.

Support for the school

Synergy recognizes the need for support to maintain the school as an ongoing entity. With that, Synergy respectfully disagrees with the assessment of the Department on this item. Synergy has compiled a group of individuals who are life-long educators, advocates for choice in education and service providers who have been involved with the charter school community since its inception in 1997.

The signatures received more than meets the requirements of sustainability and the number is much higher than 35 when counting the actual students listed on the signature for support.

(See Appendix Q for petitions of support)

II.3.B What efforts have you made to notify the district(s) from which your charter school would draw students?

In the course of discussing the possibility of pursuing this application we determined that we could benefit from having contact with the school districts throughout the state. We wanted to apprise the districts of our intent and we wrote to them to provide them with a basic understanding of how we want to approach the education plan. We have sent letters to districts in the state indicating the intent of Synergy Cyber Charter School to begin operation in September 2014. We have requested the assistance of the Districts regarding the participation
of our students in District run athletics and other programs. We will maintain closer contact with those Districts from which students enroll with Synergy Cyber Charter School. We have included a copy of the letter we sent to the districts, and a list of the districts we contacted in the Appendix to this application. The letter is found at Appendix I.

II.3.C. What efforts will be implemented to maintain a collaborative relationship with school districts?

(See Appendix I for a copy of a letter that will be sent to School Districts)

As the school begins to enroll students and we know from which districts the school is attracting students, we will make direct contact with the Districts and the IU’s that are represented. We will schedule meetings with those districts and begin to meet with them as early in the year as possible. We will make an effort to maintain direct contact throughout each school year.

Note: Please attach letters of intent that were sent to all school districts from which the cyber charter school could reasonably expect to draw students.

II.3.D. Convey the scope of community backing for the proposed charter school and its founding coalition. Document community support among teachers, parents, students, community members, institutional leaders and others through the use of letters of support, surveys, or other tangible means.

As the founding committee discussed the principles of operation and the educational approach we proposed for Synergy Cyber, we began to understand that there was a very diverse community of parents and educators who applauded our effort to create a cyber-school that would attempt to integrate some of the educational concepts that have begun to flourish and that are demonstrating success. The concept of an extended school day is not new and has taken different forms for many years. Some adherents have approached change by advocating for a year-round schedule and there are many schools in states throughout the country that have made such a commitment. There have also been a growing number of schools that have approached the extension of time by making the day longer during the existing school year. This is the simpler way to accomplish the goal of providing more time on task for the students and more planning and teaching time for teachers. Those promoting the development of Synergy Cyber have found backing from a large number of those we have approached to discuss the idea or to commit to participate in some way in the development of the concept. These people are educators, people interested in how students are using technology, people who might provide
services as partners with the school and, most importantly, we have received a strong display of support for the ideas and concepts from parents who are increasingly concerned about the quality of public education and the levels of education their children are receiving. Parents are worried about the futures their children will face as they work their way through high school and into whatever is next. Parents don’t know exactly what is needed but they frequently express concerns that they are not getting what is needed. As we explained the concept of an extended school day and the idea that more time could mean better results, we were besieged with questions and with a sentiment that our approach might prove to be beneficial to the student and the family.

Explanation: Document efforts to foster open communications with local school districts; evidence that the founders inspire the confidence of their targeted community; evidence that the program provides an attractive educational alternative to students and parents; and evidence that the breadth of community support extends beyond the core group of founders.

III. GOVERNANCE

III.1. Profile of Founding Coalition:

III.1.A. Describe the makeup of the group or partnership that is working together to apply for a charter, including the names of the founders, their background and experiences, and references for each.

Founders:
The members of the founding coalition for the Synergy Cyber Charter School have a long and deep history of providing social and educational development programs to communities across Pennsylvania. Our founders include individuals from Philadelphia, Pittsburgh and Erie.

The founders will constitute the initial Board of Trustees along with others who have been asked to serve.

The founding group is as follows:

Elbert Sampson: former CEO of a charter school who has a background in law and financial management as well as experience in foundation management. He is currently working to support the operation of charter schools as a consultant.

Dr. Alex Schuh: received his Ph.D. in Education Psychology from the University of Pennsylvania, where he studied policy research and evaluation, collaborative learning, and the use of computer media for learning. He received his BA from Yale University in Cultural Anthropology. He is the founder and Director of FRONTIER 21 Education Solutions, a company that is dedicated to increasing educational achievement at the K to 12 level, through educational evaluation and applied research, and applied innovations.
Kathy Marshall: retired specialist in special education for the School District of Philadelphia

Chip DiLoreto: principal in a company that provides technology to schools.

Governance

Synergy Cyber Charter School has formed a Board of Directors comprised of members who all have significant professional, management and Board experience. The members have all accepted the Board appointment with an understanding of the complexities of governing a charter school and with an understanding of the responsibility inherent in the task of managing and overseeing the activities of a chief executive. Among the skills represented among the members are financial planning, architecture, community development, planning, arts management, board participation on a wide-range of organizations including colleges and hospitals. It is our belief that this Board is well prepared to undertake the task of governing Synergy Cyber at the highest level of competence and will be capable of managing relationships with management, vendors, consultants, and regulators.

Synergy will be governed by an independent Board of Trustees

Synergy Cyber has built a Board of Directors that is well prepared to manage the complexities of a cyber school; manage the chief executive and manage any and all of the third party examiners of the school such as the auditors. These are all people who have had a wide range of experience on Boards and who all have training and experience that evidences an expertise in management and governance. The resumes of those who have committed to serving on the board are presented in Appendix H.

Those who have agreed to serve as members of the Board are:

Mark Coleman - A minister who has served on the Board of a local YMCA, located in Philadelphia. At least two years of that service were as the president of that Board.

Derric Heck - An architect by training, a developer by experience and a current employee of a large charter school in the city of Pittsburgh.

Carmen Scott Dawson - Vice President, Uncommon Individual Foundation in Erie, PA

Carmen Scott Dawson: Current Vice President at Uncommon Individual Foundation. She was recognized as a State and Nationwide Innovator in Youth and Minority Entrepreneurship Awareness and Education. Former YMCA Black Achiever of the Year and recipient of A Congressional and Senatorial Award for commitment to the Erie community.

Valerie Gay – Executive Director, Art Sanctuary and Certified Financial Planner. She is...
former Assistant Dean of the Temple University College of Education. Ms. Gay has earned a Masters of Music Degree in Voice. She is a VP and Portfolio Manager for PNC Financial Services Group.

**George Liles** – Senior Account Executive, Clear Channel Media & Entertainment. He holds a BA from Temple University in Radio/Television/Film.

**Nina Rosalie Smith** – Retired teacher and principal. She holds two Masters degrees; from Howard University in Elementary Guidance and Counseling and from Rider University in Educational Administration. She has held teaching and administrative positions in several schools and in several subjects and grade levels. She has served as Chief Academic Officer for two charter schools in both NJ and PA.

**Ignatius Wang** – Mr. Wang is a practicing Architect and founder of UCI Architects. He has served two terms on the Philadelphia City Planning Commission. He has served on the Board of Trustees of the Community College of Philadelphia and Chestnut Hill College. Mr. Wang has a Master in Architecture and is a graduate of the Graduate Management Program at the Wharton School at the University of Pennsylvania.

**Resumes are appended to this document at Appendix H.**

**Conflict of Interest Policy**

The conflict of interest policy assists directors, officers and others in the organization in identifying, evaluating and resolving conflicts of interest. A conflict of interest arises where a board member, management or other decision-maker has an outside interest or relationship that conflicts or may conflict with his or her ability to act strictly in the interests of the organization. For example, a board member is said to be conflicted where the not-for-profit organization is considering a commercial transaction with another company in which the board member has a financial interest.

The policy will define conflicts of interest and should require that the organization’s officers, directors, trustees, and key employees disclose or annually update their interests that could give rise to conflicts of interest (usually by completing a “Questionnaire Concerning Conflicts of Interest and Affirmation re: Organization Policies”). The conflict of interest policy will also include practices for monitoring proposed or ongoing transactions and dealing with potential or actual conflicts, whether discovered before or after the transaction has occurred. The conflict of interest policy will specify the committee or other body that determines whether a conflict exists and the body that reviews actual conflicts (typically the audit committee or the full board). Persons with a conflict will be prohibited from participating in the deliberations and other decisions regarding the conflict. A sample policy is provided by
the IRS on Appendix A to the Instructions to Form 1023. Note that not-for-profit organizations that are required to file Form 990s with the IRS are required to disclose whether they have adopted a conflict of interest policy that meets certain requirements.

In addition to the fact that the Board will be completely responsible for the governance of the school; the Board will also institute a Conflict of Interest Policy that all members of the Board and the administration of the school will sign annually. That policy will be in concert with the Public Official and Employee Ethics Act. The Public Official and Employee Ethics Act prohibit a public official from engaging in conduct that constitutes a conflict of interest. 65 Pa. C.S. § 1103(a). Trustees of a charter school are considered public officials. 24 P.S. § 17-1716-A(11). A conflict of interest occurs when a public official uses the authority of his or her office “for the private pecuniary benefit of himself, a member of his [or her] immediate family or a business with which he or a member of his immediate family is associated.” 65 Pa. C.S. § 1102. Immediate family members include a parent, spouse, child, brother, or sister. 65 Pa. C.S. § 1102.

The founders will not serve on the Board. Therefore, anyone who has participated in the development of the school and the application that has been filed with the Department of Education for the purpose of securing a charter will not become Board members or contractors to the school absent a competitive process defined and executed by the Board of Directors.

Above you will find a number of people who have committed to serve on the initial Board of Directors and a listing of others. These initial Board members will adopt the Bylaws and pass requisite resolutions. They will also adopt the method by which terms will be limited and by which the Board will be expanded, if necessary. See the discussion of the Board of Directors, including information about the members of that Board, above.

A proposed Conflict of Interest Policy can be found in the Appendices at Appendix Z.

Compliance with laws

Synergy will comply with all laws relating to charter school administrators. The Board of Directors will make final decisions on how contractors will be engaged and who will provide services to the school within the aforementioned conflict policy.

III.1.B. Discuss how the group came together, as well as any partnership arrangements with existing schools, educational programs, businesses, non-profits, or any other entities or groups. Provide information on the manner in which community groups are involved in the charter school planning process.
Within the founding group there was initiated a discussion about the development of a specialized cyber-school a number of years ago and has shared his thinking with those listed above. Over time, those in the group began to think that the idea was timely and that there was a receptive climate for the inclusion of another cyber-school that had as its focus the structure that we are proposing.

III.1.C. Include any plans for further recruitment of founders or organizers of the school.

It is our intent to continue to expand the group that is the core of this endeavor. We have begun to discuss this idea with a wide-range of people across the state, people from many professional areas and people who have children at the various grades that Synergy Cyber intends to serve. We have been please at the level of receptivity we have enjoyed. The receptivity began as a positive reaction to our ideas and is turning into a very positive and active involvement in the discussion about the prospects of building a school and the likely impact that this school will have. We are all concerned about the general state of opportunities for young people and are interested in using our individual knowledge, experience, resources and time to make a difference in the opportunities kids might have.

Our goal is to elicit active involvement from within this group of interested persons. We are planning meetings in different parts of the state where we will have discussions with these people and others we are able to identify and recruit.

Explanation: Describe a group that is composed of people with a range of professional skills capable of the organizational, financial, pedagogical, legal and other skills required to operate a functioning public school.

III.2. Governance:

III.2.A. Describe the proposed management organization of the school, including the following requirement:

The school will be governed by following commonly accepted principle of corporate governance, non-profit governance and the guidelines propagated by the Public School Code of Pennsylvania.

Included in the guidelines referenced above will be a commitment to abide by the following:

An affirmative vote of a majority of the members of the Board of Trustees of the cyber charter school, duly recorded, showing how each member voted, shall be used in order to take action on the following subjects:

- School calendar (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, Thanksgiving, the first of January, Christmas, or Saturdays unless Monday is the weekly holiday for the entire school year.

- Adopting textbooks
- Appointing or dismissing charter school administrators
- Adopting the annual budget
- Purchasing or selling of land
- Locating new buildings or changing the locations of old ones
- Creating or increasing any indebtedness
- Adopting courses of study
- Designating depositories for school funds
- Entering into contracts of any kind where the amount involved exceeds $200
- Fixing salaries or compensation of administrators, teachers or other employees of the charter school.
- 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 services provided or to be provided by the foregoing entities.

As a public school, the Synergy Charter School will strictly adhere to the governance rules and procedures dictated by the Pennsylvania Department of Education. The Charter School will have a Board of Trustees, appointed by the Founding Coalition, that will govern all operations of the Charter School. The Board will be responsible to work with the CEO/Principal to oversee the day-to-day management functions of the School and facilitate the reporting relationship between the Board of Trustees and the administrative staff. The Board of Trustees will be responsible for ensuring that the school operates in compliance with the charter and with all applicable laws and for ensuring the school’s sustained financial viability. An affirmative vote of a majority of the members of the Charter School Board of Trustees will be required to take action on the above-listed items, as is noted in the by-laws.

As public officials, the members of the Charter School Board of Trustees will be subject to the provisions of the Public Official and Employee Ethics Act, 65 P.S. §1101-1113 (“Ethics Act”) and are required to file Statements of Financial Interest & Code of Conduct by May 1 each year. In addition, as members of the Board of Trustees, they will have legal obligations under
the Charter School Law and the Public School Code. A Board of Trustees has the responsibility to be a good and effective steward of public money, and needs to provide independent oversight of the charter school’s administrators.

III.2.B. How will the Board of Trustees be selected?

The initial Board of Trustees will be comprised of the founding committee and the inclusion of enough additional participants, if needed, to bring the number of participants to nine. That group will segment into three classes and will serve for one, two and three years. The Board will nominate and elect members to fill the positions being vacated as the terms of the classes expire. After three years, the Board will be comprised of members who have all been elected by the body. (See Appendix H for Board Members)

III.2.C. What steps will be taken to maintain continuity between the founding coalition’s vision and the Board of Trustees?

We would ask that the members of the founding committee who do not serve on the Board of Trustees commit to service on an Advisory Board. These participants would be the “keepers of the vision” and would serve to maintain continuity and would assist the Board and the school as fundraisers and recruiters.

III.2.D. Describe the roles and responsibilities of the board.

The Board will be the primary custodian of the mission of the school. The Board will monitor the use of public resources and the progress of the students. The Board will recruit and hire competent management and should invest in that management the responsibility of running the school. The Board will monitor the progress of the management of the school and should maintain accountability to the state, the school districts and parents that the resource provided for the education of students is being well used.

III.2.E. What steps will be taken to facilitate a productive relationship between administrators and teachers?

The school’s administrators will both direct and guide the teachers and the administrators will observe and critique the teachers. This will be done through a combination of professional development and formal and informal observations. The school will establish a system of mentoring and coaching for teachers. This will be particularly important because we will be asking teachers to handle classes in a manner in which they might not be fully familiar.

III.2.F. Discuss the nature of parental and student involvement in decision-making matters where
appropriate.

Synergy Cyber wants parents to play an active role in as many aspects of the school life as possible. This school will succeed with strong partnerships among the school, parents and students. The school’s ability to fulfill its mission and vision will be very dependent on the core relationship with the family. Our goal is to provide our students with an enhanced individualized education experience that extends beyond the classroom. To the extent possible we want parents to participate in these activities and to work with the school to identify those activities that are available, accessible, affordable and fun. We want parents to look at their communities and to tell us what they want their children to experience.

We do not want parents to think they are involved in the school in the same way as the Board of Trustees. The Board will provide governance; the parents are needed to provide guidance. Part of the initial communications with parents will be to begin the process of guiding them into this new role relative to their student’s school. We believe that parents who consciously choose a school because of the rigor of the educational program are likely to be parents who have a vision for their students and will likely be parents who will be active in the life of the school.

III.2.G. Submit copies of the school’s Articles of Incorporation, by-laws and contracts, and other documents required by applicable law. Requirements for the bylaws are as follows:

(See Appendix D for the By-Laws)

By-Laws. Attached to this document as Appendix U are the initial, proposed By-Laws of the school. When the Board of Trustees is initially assembled, one of its first acts will be to adopt the By-Laws of the school. The proposed by-laws contain and incorporate all of the following:

- The bylaws must contain a provision for “failure to organize or neglect of duty”. Specifically, the bylaws must outline a removal procedure for the failure of a board member to perform his or her duties as outlined in the Charter School Law.
- No board member shall, as a private citizen, engage in any business transaction with the charter school of which he or she is a trustee, be employed in any capacity by the charter school of which he or she is a trustee, or receive from such charter school any pay for services rendered to the charter school.
- A charter school Board of Trustees shall have a designated treasurer who shall receive all funds including local, state and federal funds and privately donated funds. The treasurer shall also make payments out of the same on proper orders.
approved by the Board of Trustees, signed by the president or vice president of the Board. The treasurer may pay out such funds on orders that have been properly signed without the approval of the Board first having been secured for the payment of amounts owing under any contracts, which shall previously have been approved by the Board, and by which prompt payment the charter will receive a discount or other advantage.

- Procedures for dismissal of an employee must be contained in the by-laws.

**Articles of Incorporation.**

The Articles of incorporation are attached to this document as Appendix G.

**III.2.H. Submit board members’ names, addresses, phone numbers and resumes.**

The names of the Board members who will initially serve on the Board of Trustees in the Appendix to this document at Appendix H.

**III.2.I. Submit copies of the school’s management contracts, if any.**

At the time of the submission of this application, there were no executed management contracts. The school is identifying the initial management team and will augment this application with those contracts as they are executed.

The Founders of the school have determined that the school will be managed by the CEO who will have reporting to him a Chief Academic Officer (Principal) and a Chief Operating Officer of the school. There will be no contracted management firm associated with the operation of Synergy Cyber Charter School.

Attached to this document as an Appendix are a contract that will be executed with Charter Choices a firm that provides accounting and business management services to charter schools throughout the state. Charter Choices will also provide a Letter of Intent to sign this document when the school has been granted authority to operate.

Also, attached to this document will be a Letter of Intent from a law firm indicating its interest and intent to provide legal services to the school as an operating entity.
Explanation: Describe the effective governance model; consistency with the mission; clearly defined roles of the Board of Trustees; teacher, student and parent input in school decision-making; and the well-developed, viable management structure.

IV. FINANCE AND FACILITY

IV.1. Financing:

IV.1.A. Develop a preliminary startup and operating budget. Use the Pennsylvania Department of Education budget templates available at: http://www.portal.state.pa.us/portal/server.pt/community/general_fund_budget/12777/pd e-2028/606285; draft a preliminary operating budget covering all projected sources of revenue, both public and private, and planned expenditures.

The proposed initial budget for the Synergy Cyber Charter School is attached to this application as an addendum. This proposed budget will incorporated the estimated expenses that will need to be incurred for the start-up of this school. Additionally, the proposed budget will cover the first five years of growth and the operation of the school. Also attached is a monthly cash-flow statement for the first year to allow the school to meet monthly expenses when revenues are slow to materialize. Meridian Bank has extended their interest in establishing a line of credit to ensure that the Synergy Cyber Charter School can meet expenses.

(See Appendix N for letter from bank indicating start-up support)

NOTE:
Synergy provided a letter from Meridian Bank indicating that a line of credit would be made available, however no start-up revenues are shown in the budget; the only revenues included in the year one budget are school district payments and federal grant revenues.

The attached budget and cash-flow was prepared with the assistance of Charter Choices which has been providing business services to Charter Schools (including 6 Cyber Charters) in the Commonwealth for over 10 years. Based on the experiences of Charter Choices, including a Cyber Charter School that opened in 2012, Synergy believes the timing of the district payments (uni-pay to start in August if districts do not pay) and federal payments (to start in April after the Department of Federal Programs releases the allocation in February) are accurately planned.

As noted above, Synergy is aware that costs will be incurred prior to the receipt of funds from the local districts or from the Department of Education utilizing the uni-payment process. With the utilization of the line of credit and the experiences of Charter Choices,
Synergy believes it has demonstrated the capacity to pay the required expenses to commence operations.

**NOTE:**
Applicant failed to provide expenditure estimates that are sufficient, reasonable, and consistent with the rest of the application.

The application and timeline assumes that an approval from the Department of Education will be in January 2015. Synergy believes that payments for expenses will begin in July 2015. Synergy believes that a line of credit from Meridian Bank (letter of intent/interest provided with application) will be sufficient to commence operations.

Synergy believes the attached budget, adequately reflects the needed staffing levels for the assumed student population. Please refer to the staffing sheet for actual costs assumed.

**NOTE:**
Synergy stated that school calendar is 187 days for first year and 225 days thereafter, however, the school failed to demonstrate and account for the fiscal impact of increased days of instruction.

Synergy believes the attached budget, adequately reflects the needed staffing levels for the proposed school calendar. Synergy respectfully disagrees with the Department’s statement “it is unreasonable to expect that Synergy can experience such a significant increase in instructional time without paying higher salaries to the same number of teachers or increasing teacher”. In fact, this commitment to extended education time will be explained to applicants prior to hiring commitments. It has been our experience that educators welcome this approach in the Commonwealth.

The attached budget has increases from year to year in the identified categories. In fact, the budget assumes a 3% real growth factor in most line items. Many expense line items are based on a per-pupil costs. Synergy believes that the department assumed that enrollment was budgeted to increase which would require additional expenditures in the noted items. With the assumed flat enrollment, the line items are increased by the real growth factor of 3%.

**Synergy has the ability to manage and oversee finances appropriately**

Synergy believes that it has demonstrated the school’s ability to manage and oversee the finances appropriately. Synergy proposes to engage Charter Choices to assist in this
effort. Members of the Charter Choices leadership team have been involved with the Charter movement since inception. With board oversight, Synergy believes that there is no one individual or group of individuals that the school could employ that has the knowledge, experience and expertise of Charter Choices.

IV.1.B. Develop a purchasing procedure that addresses a competitive way to purchase goods and services.

Synergy Cyber will utilize a bid process for goods or services that have a value in excess of $10,000. If the cost will be incurred within the fiscal year in which the expenditure is proposed the school will solicit bids and will take the lowest bid. This will not apply to personal or professional services such as accountants and lawyers.

(See Appendix CC for legal counsel relationship)

When funds are available, all purchases contemplated within the current budget and not subject to bid are to be made in a manner that ensures the best interests of Synergy Cyber Charter School.

The Board of Trustees (the “Board”) shall advertise and obtain competitive bids for products and services where such bids are required by law or where such bids may be believed to bring about a cost saving to Synergy Cyber Charter School.

Synergy Cyber Charter School shall solicit bids from and shall award contracts to or consent to subcontracting only with “responsible bidders” as that term is defined by law. Bidders, contractors, or affiliates may be disqualified, suspended or debarred if they are deemed “not responsible” in order to protect Synergy Cyber Charter School and the public’s interest in accordance with the standards and procedures adopted by Synergy Cyber Charter School and any other applicable law. The Chief Executive Officer shall maintain records of all persons disqualified. Synergy Cyber Charter School is required by law to award contracts to the lowest responsible bidder.

All construction, reconstruction, repairs, maintenance or work of any nature upon the school building or property or purchases relating to technology and supplies in excess of $10,000.00 shall be conducted through proper public announcement, receipt of valid formal bids, and award as provided by Board Policy and Procedures, including obtaining Board approval in advance. Projects exceeding $10,000.00 may not be partitioned to avoid these requirements.

All proposals over $5,000.00 must be presented to the Board for review and approval.

Normally, written or telephonic price quotations should be obtained from at least three (3) qualified and responsible contractors for all contracts that exceed $5,000.00. Such purchases do not require advertisement or competitive bidding. In lieu of price quotations, a
memorandum shall be kept on file showing that fewer than three (3) qualified contractors exist in the market area from which to obtain quotations.

Construction, reconstruction, alteration, repairs, or work of any nature at a cost of less than $5,000.00 may be performed by Synergy Cyber Charter School’s own maintenance personnel.

Bid specifications shall be approved by the Board before being published.

The bid specifications shall combine like items of supply and material whenever it is feasible, and permissible under statute, and not split purchases to avoid requirements for bidding.

The Board recognizes that emergencies may occur when imminent danger exists to persons or property or the continuance of existing school classes is threatened, and time for bidding cannot be provided because of the need for immediate action in accordance with the Pennsylvania School Code. Such emergency must be declared by the Board and stated by resolution at an emergency meeting which does not require public notice pursuant to the Sunshine Act.

Whenever a contractor shall submit a bid for the performance of work and the contractor later claims a mistake, error or omission in preparing said bid, the contractor shall, before the bids are open, make known the fact and in such case the bid shall be returned unopened and the contractor may submit a revised bid proposal at the discretion of Synergy Cyber Charter School or the contractor may lose the right to bid if circumstances as determined by the Board require.

Bids shall be opened by the Board Secretary and/or an appointed Board Member at the next regularly scheduled Board Meeting after the closing date of the bids. The Board shall accept the bid of the lowest responsible bidder, kind, quality, and material being equal, but shall have the right to reject any and all bids, or select a single item from any bid.

There are exceptions to contracts or purchases which do not require advertising, bidding or price quotations and are set forth at 16 Pa.C.S.A. sec. 1802(h) and include but are not limited to professional service contracts involving professional expertise (ie., medical, legal, architects, engineers, CPAs) and specifically those involving construction management services.

Note: For additional financing procedures see Section 1725-A of the Charter School Law.

The attached audit policy (See Appendix V) requires the establishment of a committee that includes a member who has the ability to understand and analyze the financial statements of the school and who possesses the overall competency level of the outside auditor. In addition, the policy tasks the committee with various duties including the oversight of outside service providers with finance responsibilities.
The attached business service agreement with Charter Choices identifies the duties and responsibilities of that company. As mentioned above, these responsibilities will be monitored by the committee established in the audit policy. In addition, the service agreement has a termination clause allowing Synergy to terminate with cause. The agreement is included in the Appendix to this document at Appendix R.

As mentioned above, Synergy believes that it has, in fact, demonstrated the school’s ability to oversee the finances appropriately by engaging Charter Choices and establishing a committee.

**Internal Controls Policy**

Attached you will find an internal control policy. This policy is included in the Appendices at Appendix W in that document. This policy is designed to minimize the risk of financial mismanagement.

Charter Choices, functioning as a contractor, will NOT be permitted to make payments to itself from Synergy’s funds. Payments to all vendors, including Charter Choices will be included in the accounts payable process requiring approval before payments are made.

**IV.1.C. What fund raising efforts have occurred and/or are planned to generate capital or to supplement the per pupil allocations?**

At the time of the presentation of this application there have not been any fund raising efforts on behalf of the school. It is recognized that in order to accomplish some of the goals set forth in our proposals for an enhanced school day, it will be necessary to find sources of financial support that are extraordinary to the funds provided by school districts. We believe that there are many potential sources of grants and in-kind support that Synergy Cyber Charter School might be able to secure when it has staff in place.

**IV.1.D. Describe the implementation of the following required financial procedures:**

The treasurer of the charter shall deposit the funds belonging to the charter school in a depository approved by the board and shall at the end of each month make a report to the charter Board of the amount of funds received and disbursed by him or her during the month. All deposits of charter school funds by the charter treasurer shall be made in the name of the charter school. The Board of Trustees of a charter school shall invest charter school funds consistent with sound business practice. Authorized types of investments for charter schools shall be:

- United States Treasury bills.
- Short-term obligations of the United States Government or its agencies or
instrumentalities.

- Deposits in savings accounts or time deposits or share account 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.

- 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, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania of any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.


**Note:** All investments shall be subject to the standards set forth in 24 PS 4-440.1 of the Pennsylvania School Code.

The school treasurer shall settle his or her accounts annually with the Board of Trustees for each school year. Pursuant to 24 P.S. §4-437, the accounts of the cyber charter school treasurer shall be audited annually.

An Investment and Bank Accounts Policy is found in the Appendices at Appendix AA.

**IV.2. Facility:**

**IV.2.A. Provide descriptions of and addresses for the physical facilities, including the administrative office, and the ownership of the facilities and any lease arrangements.**

The administrative offices of the school will be at _______________________. These offices are currently being leased. This is likely to be a temporary location for the school because there might not be the ability to expand the use of the space to accommodate the staff that will be needed.

**Synergy is committed to operate as a “cyber” school and not as a hybrid brick and mortar school**

Synergy recognizes and appreciates the Basic Education Circular (BEC) guidance issued
on July 11, 2013. Synergy recognizes this BEC provides guidance and does not replace the laws around the requirements for charter approval. Instruction will be on-line and the students will be provided instructional services via the computer. We will maintain a facility that will serve as the school’s administrative offices. The space will also be used for professional development and other staff training. This facility will also be where the school will ready computers that will be sent to the students. We will also use the space to do the imaging of computers, make repairs and load software. Repairs beyond the capability of our in-house computer person will be sent to an outside service provider. If that location cannot make the needed repairs the computer will be sent to the company that handles warranty repair.

To the extent that there will be a need for students to visit a facility we will have in place an arrangement whereby our students will be able to visit the local library or the IU that is closest to the student’s home. All of the students enrolled in the school will have comparable access to these facilities.

Synergy is committed to adhere to the BEC regarding use of physical facilities

As previously discussed in our responses, Synergy recognizes and appreciates the Basic Education Circular (BEC) guidance issued on July 11, 2013 entitled “Cyber Charter School Operations and Proper Use of Physical Facilities”. Synergy recognizes this BEC provides guidance and does not replace the laws around the requirements for charter approval.

The support signatures included students on both the western and eastern sides of the Commonwealth and areas in between. Synergy believes this support indicates our ability to enroll students from across the state and provide excellent education services.

IV.2.B. Explain how this site(s) would be a suitable facility for the proposed cyber charter school. Consider the necessity of renovation to the facility and compliance with applicable building codes and accessibility for individuals with disabilities. Describe the services of the facility including heating, ventilating, lighting, sanitary conditions and water supply.

The school has not yet identified the location that will be used for the school’s instructional program, however, we are aware of the facility requirements we will need to fulfill. Since we are developing a facility to house the school’s administrative and management staffs, we will need to find a space that has the necessary flexibility to expand as the school grows during the first five years of operation.
IV.2.C. Discuss the plan for maintaining the facility on a daily basis (custodial) and extended basis (facility maintenance).

The most efficient way to maintain the facility on a daily basis will be to contract with a janitorial service. We will secure the services of a company that will clean the building at least twice a week or as needed. On a long-term basis, we will contract with a company that provides maintenance and repair services. There is a good likelihood that the lease that we sign for more permanent space will incorporate these services.

IV.2.D. Discuss any progress, partnership developments or other future steps towards acquisition of a facility/land.

To date there have not been any discussions about partnerships or other future steps that would lead to the acquisition of a facility. That would likely not take place for the first or second year of operation when the size of the school would support that financing.

IV.2.E. Describe facility financing plans.

At present there are no facility financing plans. When it becomes desirable to acquire property, it will most likely be leased. There are no plans, nor any discussions about the acquisition of property or a building.

Explanation: Describe progress toward identifying and acquiring a school facility, with a back-up plan considering alternative facilities.

IV.3. Liability and Insurance

IV.3.A. Describe the proposed cyber charter school’s insurance coverage plans, including health, general liability (including school operation, extracurricular activities and parent volunteer activities), property, and director and officer’s liability coverage (see Section 1727-A of the charter school legislation).

Explanation: Provide evidence of insurability in all areas identified above.

See Appendix

IV.4. Child Accounting

IV.4.A. Describe the proposed cyber charter school’s enrollment and attendance procedures. Note: State child accounting procedures must be followed. (24 PS 13-1332)

Explanation: Cyber charter school funding is based on enrollment; therefore, a totally accurate child count is necessary to meet audit standards.
The Synergy Charter School will abide by the compulsory attendance guidelines as set forth by Pennsylvania Department of Education. Truancy will be handled as set forth by PDE procedures. Attendance will be taken each day and linked to the time and duration the student logs onto the school e-portal. The School will follow Commonwealth child accounting procedures (24 PS 13-1332). Students will follow the school calendar, which will include a minimum of 180 days of instruction. Students will be recorded into the schools e-portal each day. Additionally, teachers will contact the responsible adult regarding unexcused absences.

The Synergy Charter School will collect all necessary enrollment data as required under Section 1748-A of Commonwealth Charter School Law (Act 22) and will report enrollment data to the PDE via forms 4059CS Instructional Time Summaries, 40262C Annual Attendance Membership Reports, and 4002CS Summary Reports of Aggregate Days membership. The school will utilize the e-portal student information software system to track enrollment data to ensure that its enrollment figures are up to-date and continuously monitored.

The procedure for withdrawal from the school will include the following steps:

- Notification of intent to withdrawal through request for a Withdrawal Form;
- Filing by parent or guardian of a completed and signed Withdrawal Form;
- Filing of a request by a parent or guardian to send the student’s records to the school to which the student is transferring;
- Notification the sending district of the student’s withdrawal.

V. ADMINISTRATION

V.1. Recruiting and Marketing Plan:

V.1.A. Demonstrate how you will publicize the cyber charter school to attract a sufficient pool of eligible applicants.

The school will use many strategies to publicize the availability of openings at the school. We will work through our relationships with parents and parent organizations. We will also work with community-based organizations throughout the state to let people in different school districts and from different communities know that we are available for their students. See Appendix J for a copy of the letter sent to community organizations. We will use community newspapers and radio stations to publicize the school and we will visit organizations that work with students to discuss the school and the reasons we believe it to be special.

V.1.B. What type of outreach will be made to potential students and their families?

Synergy Cyber Charter School will gather names and contact information from many community-based resources throughout the state and will contact the families who have
indicated some interest in the school. We will contact the families by mail and by telephone and
will have a team of people who are able to intelligently discuss the school and talk about the
educational philosophy and the technology that will be used to deliver the educational content.

When an inquiry about the school is made by a prospective student and the family of
that student, there will be a telephone response from someone with the school who can answer
questions and share with the family the school’s enrollment procedures. This will also be a time
when Synergy Cyber CS will have an opportunity to explain the school’s philosophy and its
schedule. We will begin this relationship by ascertaining the level of interest the student and
family has in the school and in cyber education in general.

Explanation: Develop a solid plan to attract sufficient students to operate a cyber charter
school; publicize the cyber charter school; and ensure a match between the cyber charter school
program and applicants’ educational and personal needs.

V.2. Admissions Policy:

V.2.A. Describe the admission methods and eligibility criteria you will use to select
students.

Synergy Cyber is an open enrollment school. The Synergy Cyber Charter School will
comply with §17-1723-A of the Charter School Law. Specifically, the School will be open to all
resident children in the Commonwealth of Pennsylvania. Otherwise, there are no eligibility
criteria that will be applied or utilized in the selection of students.

The Synergy Cyber Charter School will have an open admissions policy, based on the
desire and motivation of those served, and will offer equitable services and opportunities to all
students without regard to their demographic, cultural, racial, gender, or any other
characteristics.

If more students apply to attend the Synergy Cyber Charter School than the number of
attendance slots available, students will be selected on a random basis (a lottery) from a pool of
qualified applicants meeting the established eligibility criteria and submitting an application by
the Synergy Charter School enrollment deadline. If the student is admitted, the Charter School
will record the students on the waiting list based upon when they applied. Anyone who applies
after the lottery has been conducted will be added at the end of the waiting list on a first-come,
first-served basis. Enrollment preference will be given to a child of a parent who has actively
participated in the development of the Synergy Cyber Charter School and to siblings of students
presently enrolled in Synergy Cyber Charter School.

V.2.B. Explain administrative procedures to ensure compliance with laws pertaining
to special education.
Identification

The Synergy Charter School will assume that all students enrolled will be in need of special education services and programs.

Evaluation

The Synergy Charter School will conduct multi-disciplinary evaluations (“MDE”) for students who attend the school and who are in need of special education services and programs or are thought to be in need of such services. The School will also be responsible for conducting re-evaluations for children with disabilities who have already been identified. Parents of Synergy Charter School students will have the right to an independent educational evaluation.

IEP Development

The Synergy Charter School will develop an Individualized Education Program (“IEP”) for each student with disabilities who attends the Charter School and/or will revise and existing IEP. The IEP will recommend placement of the student with disabilities in the charter school unless the IEP team determines that the IEP cannot be implemented in that placement, needs outside of the schools expertise and capacity, even with supplemental aides and services.

IEP Provision

The Synergy Charter School may at its option provide the special education services determined necessary by the student’s IEP or it may contract with the Intermediate Unit or another party, including the local school district, to provide services. Such services will be paid by the School.

Due Process

Parents may request an impartial due process hearing concerning the identification, evaluation or educational placement of, or the provision of a free appropriate public education to a student who is exceptional or who is thought to be exceptional, if the parents disagree with the charter school’s identification, evaluation or placement of, or the provision of a free appropriate public education to the student.

When disputes arise regarding the identification, evaluation, placement or provision of a free appropriate public education, a mediation process shall be available to resolve the dispute. The Synergy Charter School will provide all of the procedural safeguards to the students with disabilities who attend Synergy Charter School as set forth in the IDEA.

Authority

The Synergy Charter School has the obligation and the authority to supervise and manage the provision of services to special education students who attend the charter school. The School will schedule all meetings, conferences, evaluations, hearings, etc.
regarding the identification, evaluation and development of special education services and programs. The Synergy Charter School will have the appropriate staff attend and participate in such meetings, conferences, evaluation, hearings, etc.

Confidentiality

The Synergy Charter School will maintain the confidentiality of personally identifiable information regarding children with disabilities.

Special Education Staffing

The Synergy Charter School’s professional staff will have special education certification as required by PA Charter School legislation. The School will meet the needs of students with disabilities, as stipulated by the State of Pennsylvania’s Plan for meeting NCLB requirements.

V.2.C. Describe the timetable to be used for admitting students, including a plan for the admission lottery for students from both within and outside the district.

The Synergy Charter School anticipates a student admittance timetable as follows:

- January 2014-April 2014 – Application forms available at school administrative office or online at Synergy Charter School website
- April 28, 2014 – Admission lottery conducted (if necessary)
- May 13, 2014 – Admission notification and enrollment packets distributed to parent and children who have been accepted
- May 27, 2014 – Completed enrollment packets due back to Synergy Charter School

V.2.D. Explain how these policies further the mission of the school in a non-discriminatory fashion.

Explanation: Establish consistency with the mission of the school and the non-discriminatory policies for timely and realistic procedures for admitting students in accordance with charter school law (Section 1723-A).

In accordance with §17-1723-A of the Charter School Law, the Synergy Charter School will not discriminate in its admissions policies or practices on the basis of intellectual ability, athletic ability, measures of achievement or aptitude, status as a person with a disability, proficiency in the English language, or any other basis that would be illegal if used by a school district. Also, the school will not discriminate in its admissions policies on the basis of race, sex, color, national origin, ethnic origin, religious beliefs, or political affiliation.
Academic Freedom/Student Rights

In addition to other rights established by law, each Synergy Charter School student served by or on behalf of a common school district will possess the following substantive rights, and will not limit these rights except for good and sufficient cause:

- No student will be unlawfully denied an equal educational opportunity or be unlawfully discriminated against because of national origin, race, religion, economic status, gender, sexual orientation, pregnancy, marital status, previous arrest, previous incarceration, or a physical, mental, or sensory handicap.

- All students possess the constitutional right to freedom of speech and press, the constitutional right to peaceably assemble (see Freedom of Assembly) and to petition the government and its representatives for a redress of grievances, the constitutional right to the free exercise of religion and to have their schools free from sectarian control or influence, subject to reasonable limitations upon the time, place, and manner of exercising such right.

- All students possess the constitutional right to be secure in their persons, papers, and effects against unreasonable searches and seizures.

- All students will have the right to be free from unlawful interference in their pursuit of an education while in the custody of a common school district.

- No student will be deprived of the right to an equal educational opportunity in whole or in part by a school district without due process of law.

The foregoing enumeration of rights will not be construed to deny or disparage other rights set forth in the constitution and the laws of the Commonwealth of Pennsylvania or the rights retained by the people.

V.3. Human Resource Information:

V.3.A. Describe the standards to be used in the hiring process of teachers, administrators and other school staff.

Authority

The Synergy Cyber Charter School Board of Trustees will have the sole authority and responsibility to create new/additional staff positions. Approved job descriptions will clearly state any restriction as to candidate eligibility for those positions for which the description requires extensive work with financial, personnel and other such highly confidential school information. Relatives of current Board members, current staff and parents of current students would not be permitted to apply for such positions. This restriction serves to prevent potential conflicts of interest pursuant to the Board’s approved Conflict of Interest Policy and Employee Conflict of Interest Policy, both of which apply to employees of the School. The CEO, in
collaboration with the Board of Trustees, has the authority to establish salaries and approve candidates for hire.

Policy

The hiring procedures outlined below must be followed in order to appoint candidates to any position at Synergy Cyber Charter School. The primary goal in the employment process is to fill vacancies with the most qualified candidates available. In this pursuit, Synergy Cyber Charter School will adhere to the principles of Equal Employment Opportunity.

“Synergy Cyber Charter School is an equal opportunity employer dedicated to the goal of building a culturally diverse and pluralistic faculty and staff committed to teaching and working in a multicultural environment and strongly encourages applications from women, minorities, individuals with disabilities and covered veterans.”

Guidelines

To assure careful selection and orientation of new staff into the community, the Board of Trustees promotes an open and collaborative process to facilitate the hiring of all school personnel. Instructional staff is required to hold PA State certification or be in the process of obtaining certification within one year of hire. It is required that middle school teachers and support staff have secondary certification or equivalent experience working with this population.

All non-instructional and administrative staff members are expected to participate in and obtain certification or ongoing professional development related to their area of responsibility.

1) The first step in the hiring process is notice to the Board of Trustees of a position opening.

2) Recommendations to create a new position must be submitted to the Board of Trustees and approved prior to the start of the search for an employee to fill the position.

This recommendation will include:

• Rationale, needs assessment
• Required qualifications and selection criteria
• Job description
• Proposed salary range/rates, determined by the required position qualifications and established salary scales/range
• job posting

3) A file of current job posting ads will be maintained and will include narrative versions for Internet/website use, and abbreviated versions for print advertising.

Job postings will include:
• position title
• salary or salary range
• brief description of the duties
• minimum qualifications
• name and address to which to send applications
• last day for filing applications
• Equal Employment Opportunity Statement
• Restrictions, if any, regarding eligibility of relatives of current Board members, current staff or parents of current students to apply

And require applicants to provide:
• letter of interest
• copies of Certifications, as applicable
• resume
• three references
• transcripts, as applicable
• standard application (PDE)
• Act 34 and 151 clearances and FBI clearances where applicable

4) A job posting (ad) for open positions will be published:
   a) Internally
      • Notice by email of an open position to all current staff
      • Posting on the school website
   b) Externally
      • Internet - K-12 Jobs, PASBO and PSBA when applicable (leadership positions)
      • Print Publications – Courier Times, Philadelphia Inquirer, PSBA when applicable (leadership positions)

5) A file folder for each open position will be created and contain:
   • Job description
   • Job posting
• Resumes, cover letters, applications, clearances and certifications of qualified candidates

6) A file of submitted resumes for various positions will be maintained and rotated out on an annual basis.

7) Current staff and recommendations of candidates by current staff will be given consideration.

Screening/Interview/Selection

1) Resumes/applications will be initially screened, reviewed by, interviewed and selected by the appropriate interview team members based on the following criteria:
   a) Selection of the CEO shall be made by the entire Board of Trustees with input from administration, staff, and parents based on criteria developed through a collaborative process.
   b) Selection of Leadership level positions shall be made by a using a collaborative process that includes the CEO, Board members and representatives of the staff group with whom they will be working.
      c) Selection of teaching, custodial or office staff shall be made using a collaborative process involving the CEO, applicable leadership, and representatives of the staff group with whom they will be working.

2) Devise standard selection questions which are not biased against: gender, race, religion, sexual orientation, disability, familial status, color, citizenship status, national origin, creed, veteran status or any other factor protected by law and use the same questions and selection criteria for all candidates.

3) Screen resumes for minimum entrance requirements; resumes may be accepted as supplements to the “application,” but not as a substitute for the “application.”

4) Select candidates for interview, and send a letter to candidates not selected for interview.

5) Notify successful candidates of selection for interview, schedule interviews, and then interview those candidates.

6) Select candidates for final (or second) interviews.

7) Perform and document reference checks; develop a consistent process and set of questions for checking references.

8) Conduct final interviews.

9) Solicit written remarks from those that met with or interviewed candidates. A rating form can be developed for this purpose.
10) Select final candidate

11) Ensure that telephone calls (and/or e-mails) are made to all finalists not selected as soon as the candidate selected has accepted the position offer. Follow-up will be made with a formal letter.

Approval

1) When a conditional offer has been made, selected candidate(s) and their credentials will be presented to the Board of Trustees for review and final approval.

2) For all positions, prior approval from the Board of Trustees must be obtained before a conditional offer of employment is extended where any exceptions are to be made to normal hiring practices (as related to salary, flexible hours, vacation, etc.)

3) Upon verbal acceptance of the conditional offer of employment, a written offer of employment will be sent to the candidate.

This offer letter will include:

- Job title
- Monthly or hourly salary
- Hours
- Benefit eligibility
- Status (salaried or hourly)
- Statement of conditional offer pending final board approval
- Vacation and holiday information
- Employment at will
- Start date
- Employee Handbook

Hiring

1) The following information will be collected for a Personnel folder for each individual. Include a paperwork checklist to the inside front of the folder.

This confidential file will include:
• Resume
• Application
• Offer letter
• Attendance records
• Job description
• Employee Handbook confirmation
• Payroll deduction forms
• Human Resources documents
• Emergency contact information
• Birth Certificate
• ACT 34 and 151 Clearances
• Professional Certifications
• Parking information

2) On the first day of employment or, at the latest, during the first week of employment, the employee must meet with the Business Manager. The employee will also receive a copy of the job description during this time.

The employee will be required to submit the following documentation:

• Employee Handbook confirmation
• Emergency contact information
• W-4 or W-4A tax withholding form
• I-9 employment eligibility form
• Self-identification form – protected status
• PSERS (retirement) forms
• Birth certificate
• Basic and optional life insurance enrollment form or waiver
• Health insurance enrollment form or waiver
• Parking information – make model car, license plate number
• Workman’s compensation notification
• Credit union enrollment (optional)
• 403 B annuity/deferred compensation enrollment form (optional)
• Section 125 ("Cafeteria Plan") benefit waiver if applicable (optional)
• Payroll automatic deposit forms (optional)

Probation/Orientation/Mentoring
During the 90 day probationary period all permanent/temporary staff members will be introduced to school norms/culture. Orientation, staff development, mentoring, and continuous support will be designed and provided appropriate to individual needs.

Criteria for applicable and appropriate orientation, staff development, mentoring, and continuous support for each position will be developed through the use of a collaborative process.

At the end of the 90 day probationary period all permanent/temporary staff will receive a written performance evaluation.

Terminations/Separations
1) No employee may be terminated without prior approval of the Board of Trustees.

2) Prior consultation with the Board Solicitor or his designee shall be required in instances of involuntary termination.

3) Upon the separation of an individual, whether voluntary or involuntary, notice will be given immediately to the Network Tech Specialist, Business Manager, and Facilities Manager in order to initiate separation and security procedures.

4) Any Synergy Cyber Charter School property issued including, but not limited to items such as computer equipment, credit cards, keys, petty cash, and instructional materials must be returned to Synergy Cyber Charter School at the time of termination or the last day of work. The departing employee will be responsible for any lost or damaged items. The value of any property issued and not returned will be deducted from the last paycheck. The departing employee may be required to sign a wage deduction authorization form for this purpose.

5) Synergy Cyber Charter School does not respond to oral requests for or provide “to whom it may concern” reference letters, as these letters can be easily misused. In the event of termination, either voluntarily or involuntarily, the Chief Executive Officer, may be able to
provide a reference to specific potential employers only if a signed release form has been received.

**Exit Interviews**

Whenever possible, in cases of voluntary terminations, Synergy Cyber Charter School shall interview the departing employee on or just prior to his/her last day of work. This interview will serve to ascertain the employee's forwarding address, to sign off on retirement and/or insurance conversions, and to obtain further details on the employee's reasons for leaving. The written results of the interview shall be placed in the employee's personnel file.

**V.3.B. What is the targeted staff size and teacher/student ratio?**

The initial staff size of the school will be approximately forty people; twenty of these employees will be teachers. The first year enrollment goal is 325 students in grades K through 12. This would be a ratio of teacher to student of 1:25.

**V.3.C. What professional development opportunities will be available to teachers and other staff?**

The CEO or his designee shall ensure that in-service training appropriately and adequately prepares and trains personnel to address the special knowledge, skills and abilities to serve the unique needs of all the school’s children, including those with disabilities.

Personnel must be fully informed about their responsibilities for implementing state and federal special education laws and are provided with technical assistance and training necessary to assist them in this effort.

Training must be a part of the School’s Professional Development Plan and Act 48 credits are made available.

Trainings must be administered in areas including but not limited to: behavior support, reading, FAPE in the LRE, Transition, and At/Low Incidence, confidentiality, FBAs/Manifestation Determinations, use of positive behavior support, de-escalation techniques and emergency responses.

Appropriate instructional changes must take place as a result of the trainings.

Personnel should be asked about their training needs on a regular basis.

Instructional paraprofessionals are to receive 20 hours of staff development activities related to their assignment each year.

Educational interpreters are to receive 20 hours of staff development activities relating to interpreting or transliterating services annually.

The CEO or her/his designee is directed to implement procedures necessary to ensure:
(1) Personnel training needs are addressed;
(2) General education and special education personnel receive training and professional development;
(3) Personnel are to have the skills and knowledge necessary to meet the needs of students with disabilities.
(4) Educational research, materials and technology are to be acquired and disseminated to teachers, administrators, and related services personnel as needed.


Staffing and Hiring

The Synergy Cyber Charter School Board of Trustees has the sole authority and responsibility to create new/additional staff positions. Approved job descriptions will clearly state any restriction as to candidate eligibility for those positions for which the description requires extensive work with financial, personnel and other such highly confidential school information. Relatives of current Board members, current staff and parents of current students would not be permitted to apply for such positions. This restriction serves to prevent potential conflicts of interest pursuant to the Board’s approved Conflict of Interest Policy and Employee Conflict of Interest Policy, both of which apply to employees of the School. The CEO, in collaboration with the Board of Trustees, has the authority to establish salaries and approve candidates for hire.

The hiring procedures outlined below must be followed in order to appoint candidates to any position at Synergy Cyber Charter School. The primary goal in the employment process is to fill vacancies with the most qualified candidates available. In this pursuit, Synergy Cyber Charter School will adhere to the principles of Equal Employment Opportunity. “Synergy Cyber Charter School is an equal opportunity employer dedicated to the goal of building a culturally diverse and pluralistic faculty and staff committed to teaching and working in a multicultural environment and strongly encourages applications from women, minorities, individuals with disabilities and covered veterans.”

To assure careful selection and orientation of new staff into the community, the Board of Trustees promotes an open and collaborative process to facilitate the hiring of all school personnel. Instructional staff is required to hold PA State certification or be in the process of obtaining certification within one year of hire. It is required that middle school teachers and support staff have secondary certification or equivalent experience working with this population.
All non-instructional and administrative staff are expected to participate in and obtain certification or ongoing professional development related to their area of responsibility.

1) The first step in the hiring process is notice to the Board of Trustees of a position opening.

2) Recommendations to create a new position must be submitted to the Board of Trustees and approved prior to the start of the search for an employee to fill the position. This recommendation will include:
   - Rationale, needs assessment
   - Required qualifications and selection criteria
   - Job description
   - Proposed salary range/rates, determined by the required position qualifications and established salary scales/range
   - Job posting

3) A file of current job posting ads will be maintained and will include narrative versions for Internet/website use, and abbreviated versions for print advertising.

Job postings will include:
   - Position title
   - Salary or salary range
   - Brief description of the duties
   - Minimum qualifications
   - Name and address to which to send applications
   - Last day for filing applications
   - Equal Employment Opportunity Statement
   - Restrictions, if any, regarding eligibility of relatives of current Board members, current staff or parents of current students to apply

And require applicants to provide:
   - Letter of interest
   - Copies of Certifications, as applicable
   - Resume
   - Three references
   - Transcripts, as applicable
• Standard application (PDE)
• Act 34 and 151 clearances and FBI clearances where applicable

4) A job posting (ad) for open positions will be published:
   a) Internally
      • Notice by email of an open position to all current staff
      • Posting on the school website
   b) Externally
      • Internet - K-12 Jobs, PASBO and PSBA when applicable (leadership positions)
      • Print Publications – publications throughout the state

5) A file folder for each open position will be created and contain:
   • Job description
   • Job posting
   • Resumes, cover letters, applications, clearances and certifications of qualified candidates

6) A file of submitted resumes for various positions will be maintained and rotated out on an annual basis.

7) Current staff and recommendations of candidates by current staff will be given consideration.

Screening/Interview/Selection:

1) Resumes/applications will be initially screened, reviewed by, interviewed and selected by the appropriate interview team members based on the following criteria:
   a) Selection of the CEO shall be made by the entire Board of Trustees with input from administration, staff, and parents based on criteria developed through a collaborative process.
   b) Selection of Leadership level positions shall be made by using a collaborative process that includes the CEO, Board members and representatives of the staff group with whom they will be working.
   c) Selection of teaching, custodial or office staff shall be made using a collaborative process involving the CEO, applicable leadership, and representatives of the staff group with whom they will be working.

2) The school will:
   a. devise and use standard selection questions which are not biased against: gender, race, religion, sexual orientation, disability, familial status, color,
citizenship status, national origin, creed, veteran status or any other factor protected by law and use the same questions and selection criteria for all candidates

b. screen resumes for minimum entrance requirements; resumes may be accepted as supplements to the “application,” but not as a substitute for the “application”

c. select candidates for interview, and send a letter to candidates not selected for interview

d. notify successful candidates of selection for interview, schedule interviews, and then interview those candidates

e. select candidates for final (or second) interviews

f. perform and document reference checks; develop a consistent process and set of questions for checking references

g. conduct final interviews

h. solicit written remarks from those that met with or interviewed candidates. A rating form can be developed for this purpose

i. select final candidate

j. ensure that telephone calls (and/or e-mails) are made to all finalists not selected as soon as the candidate selected has accepted the position offer. Follow-up will be made with a formal letter.

Approval:

1) When a conditional offer has been made, selected candidate(s) and their credentials will be presented to the Board of Trustees for review and final approval.

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3) Upon verbal acceptance of the conditional offer of employment, a written offer of employment will be sent to the candidate.

This offer letter will include:

- Job title
- Monthly or hourly salary
• Hours
• Benefit eligibility
• Status (salaried or hourly)
• Statement of conditional offer pending final board approval
• Vacation and holiday information
• Employment at will
• Start date
• Employee Handbook

Hiring:

1) The following information will be collected for a Personnel folder for each individual. Include a paperwork checklist to the inside front of the folder.

   This confidential file will include:
   • Resume
   • Application
   • Offer letter
   • Attendance records
   • Job description
   • Employee Handbook confirmation
   • Payroll deduction forms
   • Human Resources documents
   • Emergency contact information
   • Birth Certificate
   • ACT 34 and 151 Clearances
   • Professional Certifications
   • Parking information

2) On the first day of employment or, at the latest, during the first week of employment, the employee must meet with the Business Manager. The employee will also receive a copy of the job description during this time.

   The employee will be required to submit the following documentation:
• Employee Handbook confirmation
• Emergency contact information
• W-4 or W-4A tax withholding form
• I-9 employment eligibility form
• Self-identification form – protected status
• PSERS (retirement) forms
• Birth certificate
• Basic and optional life insurance enrollment form or waiver
• Health insurance enrollment form or waiver
• Parking information – make model car, license plate number
• Workman’s compensation notification
• Credit union enrollment (optional)
• 403 B annuity/deferred compensation enrollment form (optional)
• Section 125 (“Cafeteria Plan”) benefit waiver if applicable (optional)
• Payroll automatic deposit forms (optional)
Probation/Orientation/Mentoring:

1) During the 90 day probationary period all permanent/temporary staff members will be introduced to school norms/culture. Orientation, staff development, mentoring, and continuous support will be designed and provided appropriate to individual needs.

2) Criteria for applicable and appropriate orientation, staff development, mentoring, and continuous support for each position will be developed through the use of a collaborative process.

3) At the end of the 90 day probationary period all permanent/temporary staff will receive a written performance evaluation.

Terminations/Separations:

1) No employee may be terminated without prior approval of the Board of Trustees.

2) Prior consultation with the Board Solicitor or his designee shall be required in instances of involuntary termination.

3) Upon the separation of an individual, whether voluntary or involuntary, notice will be given immediately to the Network Tech Specialist, Business Manager, and Facilities Manager in order to initiate separation and security procedures.

4) Any Synergy Cyber Charter School property issued including, but not limited to items such as computer equipment, credit cards, keys, petty cash, and instructional materials must be returned to Synergy Cyber Charter School at the time of termination or the last day of work. The departing employee will be responsible for any lost or damaged items. The value of any property issued and not returned will be deducted from the last paycheck. The departing employee may be required to sign a wage deduction authorization form for this purpose.

5) Synergy Cyber Charter School does not respond to oral requests for or provide “to whom it may concern” reference letters, as these letters can be easily misused. In the event of termination, either voluntarily or involuntarily, the Chief Executive Officer may be able to provide a reference to specific potential employers only if a signed release form has been received.

Exit Interviews:

Whenever possible, in cases of voluntary terminations, Synergy Cyber Charter School shall interview the departing employee on or just prior to his/her last day of work. This interview will serve to ascertain the employee's forwarding address, to sign off on retirement and/or insurance conversions, and to obtain further details on the employee's reasons for leaving. The written results of the interview shall be placed in the employee's personnel file.
Retirement
Synergy will provide employees with a NonERISA 403 (b) retirement plan. The Plan Document is included in the Appendices at Appendix Y.

V.3.E. Identify the proposed faculty.

The initial faculty has not yet been identified. After the proposal to establish the school has been approved, the administrators will begin a process to staff the administration, as well as, the faculty of the school.

V.3.F. Attach a report of criminal history record, pursuant to Section 111 of the Public School Code for all individuals seeking the charter who shall have direct contact with students. Direct contact includes contact through any electronic means.

When those school employees who will have direct contact with students are identified, their reports of criminal history record will be provided.

V.3.G. Attach an official clearance statement regarding child injury or abuse from the Department of Public Welfare as required by 23 Pa. C.S. Chapter 63 subchapter C. 2 (relating to background checks for employment in schools) for all individuals who shall have direct contact with students. Direct contact includes contact through any electronic means.

When those school employees who will have direct contact with students are identified, their clearance statements regarding child injury or abuse from the Department of Public Welfare will be provided.

V.3.H. What procedures have been developed, through research of NCLB guidelines, that ensure the hiring of certified, highly qualified teachers and other professional staff?

Synergy Cyber will establish high professional standards for teachers and other staff; commitment to professional development of staff; and working conditions and compensation packages that will attract and retain quality staff as per compliance with labor laws.

V.4. Code of Conduct:

V.4.A. Discuss any rules or guidelines governing student behavior.
School personnel are responsible for establishing and maintaining discipline within the school. Therefore, the administrators and the Board of Trustees have the right to establish rules and regulations, to create minimum standards for acceptable student behavior. Furthermore, administrators have the right to— and thus must enforce— these rules and regulations by determining appropriate penalties to impose upon any students whose behavior or conduct is determined to be in violation of these rules.

Acts that may be considered as a violation of school rules are the following:

1. Failing to complete assigned homework
2. Inappropriate posting
3. Cheating or plagiarizing
4. Profane or vulgar language or verbal threats
5. Verbal and/or physical intimidation
6. Misuse of computers

The above examples are neither exclusive nor all-encompassing, nor do they in any way limit the discipline policy.

The focus of our Discipline policies and procedures, at a minimum, are implemented with the following in mind:

- Preserve the optimum environment in which to deliver instructional services.
- Respond to disruptive influences with corrective measures in a firm and consistent manner while attempting to correct deviant behaviors and keep disrupters in school.
- Remove (as a last resort) disruptive students from the educational environment so that all of our students can successfully pursue their educational goals.

**POSITIVE SCHOOL WIDE BEHAVIOR PLAN**

Positive Behavior Support (PBS) is based on a problem-solving model used primarily in “brick and mortar” schools and aims to prevent inappropriate behavior through teaching and reinforcing appropriate behaviors. PBS offers a range of interventions that are systematically applied to students based on their demonstrated level of need, and addresses the role of the environment as it applies to development and improvement of undesired student behavior. We will employ some of the aspects of PBS to attempt to direct the behavior of our students toward improved citizenship and academic honesty.

Administrators are responsible for assisting and supporting teachers in the process for maintaining strong, fair, and consistent discipline through classroom management techniques, which permit an atmosphere for learning. This plan includes rules and the consequences for
breaking the rules. If a discipline situation gets referred to the administration, the situation becomes one for the administrator. The administrator will then use his/her judgment to decide what the appropriate consequences will be. The decision will involve giving consideration to the student’s previous discipline record and the severity of the offense. The administrator will be fair, firm, and consistent in determining the consequence for the inappropriate behavior.

The School Positive Behavior Plan:

1. Provides an opportunity for student achievement to be acknowledged during each period through a class points competition
2. Provides as a data collection tool to identify students that may need behavioral interventions
3. Provides immediate consequences for undesired student behavior

Parents provide support to the plan when they:

1. Sign their child’s weekly point sheet and have him/her return to school
2. Ask their child if he/she earned or lost points daily
3. Remind their child of the upcoming rewards

V.4.B.  Describe your school’s policies regarding student expulsion and suspension, including students with disabilities.

1. Suspension procedures
2. The type of student conduct that warrants suspension or expulsion

The Board of Directors, with selected and appropriate staff, shall establish disciplinary procedures and rules as required. The purpose is to create minimum standards for acceptable student behavior. Furthermore, all school personnel must enforce these rules and regulations within the procedures with students whose behavior or conduct is determined to be in violation of these rules.

The following is a partial list, subject to change and approval, of school rules where a violation initiates the procedures of suspension and, in extreme cases, might lead to expulsion:

1. Being late to class
2. Demonstrating unacceptable behavior during class periods
3. Failing to be prepared for class

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4. Failing to complete assignments
5. Obscene note-writing
6. Cheating on school work
7. Leaving the computer during school day without permission
8. Being inappropriately dressed
9. Profane or vulgar language or verbal threats
10. Verbal and/or physical intimidation (Bullying)
11. Misuse of computer

The above examples are neither exclusive nor-all-encompassing, nor do they in any way limit the discipline policy.

**Disciplinary Procedures**
At the direction of the Board, the Administrative Team will be responsible for disciplinary action at Synergy Cyber Charter School. No student will be disciplined without due process. This means that all students who are subject to discipline shall be informed of the reason for any action taken and given an opportunity to respond. The appropriate administrative member shall direct all students who are recommended for expulsion to the Board of Directors.

**Suspension Procedures**
1. All suspensions must be followed by a phone call and written notification to the parent detailing the reason for the suspension.
2. For a suspension of more than 3 days, the student and parent shall be given an opportunity for an informal hearing with the Administrative Team.
3. Sufficient written notice of the time of the informal hearing shall be mailed to the parent/guardian.

All informal hearings shall be held within the first five days of the suspension. At the informal hearing students shall have the right to question witnesses and to present witnesses.
4. No suspensions shall exceed 10 consecutive school days.
5. Parents with help of their child are responsible for arranging to complete exams and work that is missed while on suspension. A note can be written by the parent requesting the aforementioned. Teachers can assist parents in this effort by sending a reminder.
6. Parents/Guardians must communicate with the school with their child for a readmission conference after the completion of the suspension.

Please note that a student who receives three or more suspensions during one academic school year may qualify for an expulsion hearing.

**Expulsion Procedures**

Expulsion is an exclusion from school by the Synergy Cyber CS Board of Directors for a period exceeding 10 school days and may include permanent removal from the school.

1. Students who are recommended for expulsion shall first have an informal hearing with the Principal prior to the end of the 10 day exclusion period.

2. After the 10-day exclusion period, but prior to the formal hearing by the Board of Directors, the student shall be allowed to attend classes unless it is determined at the informal hearing that the student poses a threat to the health, safety, or welfare of the school community.

3. Whenever possible, all formal hearings will be held before the end of the 10-day exclusion period.

4. Parents/guardian shall receive notice of the time and place of the formal hearing by certified mail at least 3 days before the scheduled hearing.

5. The formal hearing is to be private unless the student or parent requests otherwise.

6. At the formal hearing, the student has the right to counsel, to have the names of witnesses, copies of statements, and affidavits of witnesses, to request the presence of witnesses to be cross-examined and to present witnesses.

7. Record of the formal hearing must be made either by stenographer or tape recorder.

**Some Basic Understandings**

Synergy Cyber CS recognizes that the School’s Board has the authority to make reasonable and necessary rules governing the conduct of students in school. As provided by section 1317 of the School Code of the Commonwealth of Pennsylvania: “Authority of Teachers, Vice Principals, and Principals over Pupils. Every teacher, vice principal, and principal in the public schools shall have the right to exercise the same authority as to conduct and behavior over the pupils attending this school, during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardians or persons in parental relation to such pupils may exercise over them. (Amended July 25, 1963, P.L 315)”
DISCIPLINARY PROCEDURES FOR SPECIAL EDUCATION STUDENTS

Synergy Cyber Charter School is committed to complying with Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act (IDEA). In order to fulfill all of the procedural safeguards that are required by law when disciplining special education students, Synergy Cyber CS has devised the following procedures:

All special education students, except those determined to be mentally retarded, may be suspended for violation of school rules for no more than 10 school days in the same school year without a change of placement occurring and triggering the obligation of the school to provide services during the suspension.

Any suspension from the current educational placement is a change of placement for mentally retarded students and triggers the obligation of the school to determine whether the violation was due to a manifestation of the child’s disability and to provide services during the exclusion.

1. Special education students who are suspended for more than 10 school days in the same school year are to be provided with interim alternative education while excluded but not for more than 45 days in the following instances;
   A.) The child carries a weapon to a school function, or
   B.) The child knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at a school function.

2. The Secretary of the Pennsylvania Department of Education shall contract for coordination services in support of mediation hearings conducted by Synergy Cyber CS in regard to disputes concerning special education students.

CHILD WITH A DISABILITY DEFINED

Under Section 300.7 of the Code of Federal Regulations (CFR), the implementing legislation for IDEA, a child with a disability is defined as having mental retardation, hearing impairment including deafness, a speech or language impairment, visual impairment including blindness, serious emotional disturbance, a specific learning disability, deaf-blindness, or multiple disabilities and because of such conditions needs special education and related services. A child who only needs a related service and not special education is not considered a child with a disability unless the related service is considered special education under State standards. See Appendix C for a copy of the Synergy Discipline Policy

Disciplinary Exclusions of Special Education Students Policy

There are special rules in Pennsylvania for excluding children with disabilities for disciplinary reasons as set forth in Chapter 711 of Title 22 of the Pennsylvania Code as well as the
Procedural Safeguards Notice available through PaTTAN. The Board of Trustees directs compliance with these legal requirements and directs the CEO or his designee to implement procedures necessary to effectuate the following requirements:

**Authority of School Personnel (34 CFR §300.530)**

1. **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 school days 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.

2. **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).

3. **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.

4. 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.

5. **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.

6. **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.

7. 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.

8. 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

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**

The IEP team 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:
1. 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 resulting a determination within 10 school days after the hearing.

2. 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**

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

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.

V.4.C. Describe your school’s mandatory student attendance plan and its fit with the code of conduct.

Attendance Policy

   It is of utmost importance that each student logs into school every day. Irregularity in attendance is the most frequent cause of unsatisfactory work and school failure. School work takes place in the classroom and work cannot be made up completely before or after absences. One day’s absence often costs two days of school work – the day of the absence and the lack of preparation for the day of return.

   It should be understood that any extended absence from school means loss to the absentee, that extended absences may cause serious loss, and that all justifiable absences should be for genuinely good reasons.

Attendance Procedures

   A parent should telephone the school each day that his/her child does not participate in classes to report that absence and the reason for it. Voice mail is available for calls outside regular school hours. Telephone calls from the student to explain his or her absences are not acceptable. The student’s home will be called if a parent does not call the school.
If a student has excessive absences he or she will have a conference with a counselor who will determine the necessity of having a parent visit the school to discuss the matter.

Return from an absence of more than two days must be accompanied by a doctor’s note. These absences are subject to review by the counselors using the following procedure:

1. The student’s parent must contact the school to explain the absence.
2. The student must do all make-up work.
3. If the absence is at least ten consecutive days it will be considered truancy and must be reported to the student’s School District for further action.

**Make-Up Work**

Make-up work is the responsibility of the individual student. If a student has missed classes and his/her absence is excused, he/she must obtain work to be made up. Students will be given a reasonable amount of time to make-up work, up to but not to exceed twice the number of days absent.

**Pre-Arranged Absences**

These absences should be requested in writing by a parent and submitted to the office. This includes absences for part of the day for appointments.

**Excused Absences**

The parent or guardian must communicate with the school after any absence. In certain circumstances, a note requesting temporary excusal from school must be presented to the school prior to the absence in order for it to be recorded as excused.

Synergy Cyber CS recognizes the following absences as EXCUSED, as required by law:

1. Religious holidays or instruction (pre-approval required).
2. Tutorial work (pre-approved).
3. Health care – medical and dental appointments (doctor’s note required).
4. Student illness (after 3 sick days, a doctor’s note is required).
5. Death in the family (verification is required).
6. Educational tour or trip (pre-approval required).
7. Unavoidable accident or emergency
8. Personal reason arranged in advance with the principal
Unexcused Absences

The following schedule will be used in the disposition of all UNEXCUSED ABSENCES:

- 1<sup>st</sup> Occurrence – Notification of parents via telephone call
- 2<sup>nd</sup> Occurrence – Notification of parents and guidance staff.
- 3<sup>rd</sup> Occurrence – Conference held with parents; notification of social worker and guidance staff.
- 4<sup>th</sup> Occurrence – Ten consecutive days requires reporting to School District Truancy Office and dropping from the school roster.

SKIPPING CLASSES AND POOR ATTENDANCE will not be condoned. If a student skips classes, parents will be notified. The absence will be recorded as UNEXCUSED.

Explanation: Provide evidence that the founders inspire the confidence of their targeted community; program provides an attractive educational alternative to students and parents; and community support extends beyond the core group of founders. Expectation for student behavior is clear and specific processes for disciplinary actions are established.

V.5. Timetable:

V.5.A. Provide a detailed timetable of projected steps and dates leading to the opening of a charter school.

Following is an overview of the timetable for the opening of the school. Appendix X contains a detailed School Opening Checklist that details the steps that will need to be taken for an orderly opening.

<table>
<thead>
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<th>Date</th>
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<td>Date</td>
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<tr>
<td>January/February 2015</td>
<td>Recruit/Hire Principal</td>
<td>CEO</td>
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<tr>
<td>January/February 2015</td>
<td>Recruit/Hire Office Staff</td>
<td>CEO</td>
</tr>
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<td>Begin Advertising for Students</td>
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<tr>
<td>January/February 2015</td>
<td>Begin Student Recruitment</td>
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<td>February 2015</td>
<td>Contract for Educational Services</td>
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<td>Build Technology Infrastructure</td>
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<td>March 2015</td>
<td>Contract with Content Providers</td>
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<tr>
<td>April/May/June 2015</td>
<td>Recruit and Enroll Students</td>
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<tr>
<td>May/June/July 2015</td>
<td>Test Curriculum and Develop Course Materials</td>
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<td>August 2015</td>
<td>Professional Development for Teachers</td>
<td>CAO/Contactors</td>
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<tr>
<td>September 2015</td>
<td>School Opens</td>
<td>Staff</td>
</tr>
</tbody>
</table>

Explanation: Establish a well-developed, realistic plan of action for opening a charter school.

**V.6. Safety:**

**V.6.A.** Submit written documentation of intent to comply with all applicable safety requirements, including the following to demonstrate the safety and structural
soundness of the school:

- Inspection by a local building inspector.
- Inspection by a local fire department.
- Approval from the municipal licensing authority for use of any explosives and flammable compounds or liquids in connection with courses taught at the school.
- Compliance with all other federal, state, and local health and safety laws and regulations.
- Application for certificates, licenses, etc. are part of the planning process.

**Note:** All necessary certificates and occupancy permits must be issued and in effect prior to the opening of the charter school. Preliminary clearances on all these requirements should be obtained prior to a lease being executed.

### V.7. School Health Services

**V.7.A. Describe your plan for providing school health services as required under Article XIV of the Public School Code.**

The school has a plan to provide quality and cost effective medical and oral health services to students. In meeting these objectives we will abide by the existing state and local regulations.

**Medical Program Objectives:**

- To prevent and treat health alterations using a school-based physical examination program
- To establish a network of community-based physicians able to provide services on the basis of referral
- To improve access to health services by assisting families to obtain health coverage
- To promote healthy lifestyles by providing educational workshops which will include but are not limited to the following topics:
  1. Nutrition & Body Image
  2. Fitness & Health
  3. Tobacco, Alcohol & Drugs
  4. Sexually Transmitted Diseases, HIV & AIDS
  5. Violence & Injury Prevention
Dental Program Objectives:

- To prevent and correct oral diseases, conditions, and injuries by implementing an oral health program that provides school-based dental screenings
- To improve access to oral health services by assisting low income families secure health coverage
- To establish a network of community-based oral health providers to be used as resources for student/family referrals
- To increase oral health awareness by providing dental hygiene education to students and their families

Mandated Medical Services

See Title 28, Section 23.1 – 23.87 of The Pennsylvania School Code

Mandated Dental Services

See Title 28, Section 23.1 – 23.87 of The Pennsylvania Code

Site Designation

1. Contract provides for all services to be performed at the Synergy Cyber Charter School.

2. An adequate working area, equipped with the necessary supplies must be made available within the school site.

Program Priorities

1. Only those students in the grades designated by the state mandates to receive medical or dental services will actively participate in the medical and dental program.
2. Any student regardless of grade who has a medical or dental emergency or a student who is referred for service by the school nurse, or other school officials will be examined.

3. Medical and oral health education classes will be extended to all include all grades. The number of individual students able to participate in the health education classes will be negotiated with program administrators.

Cost and Budgetary Analysis

School Physician Services:
- Provide consultation to school’s Board of Trustees, administrators, teachers, school nurses, and school nurse practitioners in health related matters.
- Prescribes and writes orders for preventive medical pharmaceutical agents.
- Review and approve for school use private physician medication orders for students
- Prescribe or review and approve student individualized health plans
- Approve the return of students who have been absent due to a contagious disease or suspected contagious disease
- Review and sign plans for School Health Services Programs.

Hours: Hours and dates of service are scheduled by appointment except for conditions of medical emergency.

School Dentist Services:
- Provide consultation to school board trustees, administrators, teachers, school nurses, and school dental hygienist in matters related to dental health.
- Prescribes and writes orders for preventive dental pharmaceutical agents.
- Reviews and signs plan for modified and school dental hygiene services programs.

Hours: Hours and dates of service are scheduled by appointment except for conditions of dental emergency.
**Certified School Nurse Services:**

- Provide administrative and clinical oversight of school nursing activities
- Ensure that all screenings are performed in accordance with state mandates
- Supplement and reinforce Health Education Curriculum
- Oversee training of nursing staff
- Assist in interpreting health needs
- Provide information related to health issues
- Assist in budget preparation
- CPR Certification for up to four designated school employees
- Prepare and direct staff development presentations in the area of healthcare. Presentations are not to exceed a total number of four hours per school year.

**Start Date / Length of Time:**

- Certified School Nursing services will begin within five business days of the date of the signed contract.
- The certified school nurse will visit the Synergy Cyber Charter School no less than one day per week.
- The amount of time spent at the Synergy Cyber Charter School per visit by the certified school nurse will be determined based on the needs of the school.
- The certified school nurse’s services will conclude within fourteen days of the last day of the regular school year.

The fee for certified school nurse services is determined by the total number of students enrolled.

**Nurse Services:**

- Develop health records for all students
- Maintenance of health records
- Maintain and update immunization records for all students
- Plan and complete all mandated health screenings
- Assist in health program and student examinations
Advise pupils, teachers, and parents on health related issues
Provide health related information
Supplement and reinforce the current health education curriculum
Assist in planning for environmental needs
Provide first aid service

Start Date / Length of Time:

The on-site nurse will report to the Synergy Cyber Charter School within five days of the first day of regular school year.
The on-site nurse will be scheduled to work at the Synergy Cyber Charter School a total of twenty-five hours per week - five hours per day, five days per week.
Absenteeism of the onsite nurse will be addressed by MACCS in the following order:
  o Provide substitute nursing services, whenever possible
  o Extend the current daily schedule to compensate for time loss
  o Credit the school health services account for time loss due to absenteeism
The specific days of service and number of hours per day will be negotiated between the school administrators, the certified school nurse, and the on-site school nurse.
The on-site nursing services will end on the last day of the regular school year not to exceed a total of thirty six weeks of service per school year.

Medical Services:

The School Physician and School Nurse Practitioner will provide physical examinations to sixth grade students, and scoliosis screenings to seventh grade students as required by the state mandates.
Any student regardless of grade who has a medical emergency or who qualifies for special education services and is referred for services by the school nurse or other school officials will be examined.
The nurse will assist with the examinations and is required to remain present with the student being examined at all times during this procedure.
In compliance with HIPPA regulations, during the process of screenings and examinations the school nurse will attend to emergency occurrences and administration of prescribed medication only.

Physical examinations include the following services:

- Vision screen tests
- Audiometric tests
- Growth screening (height and weight measurements)
- Scoliosis screening (sixth and seventh grade students only)
- Blood pressure screening
- Review of immunization history
- Review of student’s past medical history and, when applicable, current use of prescribed medications.
- Review and discuss with nurse, student and family significant medical conditions of the student.
- Inspect non-invasive areas of the skin (ex. Scalp, neck, back, and extremities)
- Inspect ears, nose, and throat
- Assess cardiac, respiratory, gastrointestinal, lymphatic, and neuromuscular systems.

The School Physician and/or nurse practitioner will provide referral resources to students and their families for evaluations and treatment of health alterations.

The School Physician and/or nurse practitioner will be available to provide follow-up care.

The School Physician and/or nurse practitioner will submit qualitative assessments and quantitative reports when required.

Start Date / Length of Service:

- Will be designated by the Certified School Nurse via School Administrator
- The amount of time required will be contingent upon the total number of mandated students confirmed for participation in the Physical Examination program.

Dental Services:
- The School Dentist will provide dental examinations to the mandated 7th grade population.
- The School Dentist will evaluate related oral-facial structures.
- The School Dentist will discuss and provide preventive oral hygiene instructions
- The School Dentist will coordinate a referral system for definitive / follow-up care.
- The School Dentist will submit qualitative assessments and quantitative reports when required.
- Supplement and reinforce Oral Health Curriculum

**Start Date / Length of Service:**

- Will be designated by the Certified School Nurse via School Administrator
- The amount of time required will be contingent upon the total number of mandated students confirmed for participation in the Oral Health program.

**Administrative Services:**

- Compile data and submit reports to the required state departments
- Compile data and submit reports to the required local agencies
- Coordination of all related health services
- Perform site assessments
- Negotiate contracts with health providers
- Administration of payroll and taxes

**V.7.B. Describe how school nursing services, including administration of medication, will be delivered to a cyber-school population.**

Synergy will deliver school nursing services through a network of relationships throughout the state that will be established for that purpose. The school will maintain relationships with county health clinics, with children’s hospitals and with non-profit organizations that are established to provide referrals and services to families. Synergy will utilize its relationships with school districts throughout the state to identify health care providers in the event the school’s students need medication or non-emergency health services.
Pursuant to the authority vested in the Pennsylvania Department of Education under the Public School Code of 1949, as amended, and specifically under 24 P.S. §17-1745-A, the Board of Trustees of the (insert name of cyber charter school) is hereby granted a Charter to operate a cyber charter school located at ______________________________, for the period commencing on _________________ and ending on _________________. The grant of this charter was approved by the Pennsylvania Department of Education on _________________.

It is specifically understood and agreed between the signatories hereto that:

1) the Board of Trustees shall operate the cyber charter school in accordance with the provisions of 24 P.S. §§17-1741-A through 17-1751-A, any amendments thereto enacted during the term of this charter and any regulations or standards applicable to cyber charter schools;

2) the granting of this charter is specifically contingent upon operation of the cyber charter school in strict adherence to the terms of the Application submitted by the Board of Trustees and approved by the Pennsylvania Department of Education or the State Charter School Appeal Board. Said Application is attached hereto as Appendix A and is incorporated herein by reference as if fully set forth;

3) this Charter and the Appendix hereto constitute a legally binding agreement for the term set forth above and the terms of said agreement cannot be changed absent a written amendment to this Charter;

4) this Charter may be renewed for additional periods of five (5) years duration and upon any such renewal, a new Charter shall be executed by the parties; and

5) this Charter can only be terminated in accordance with the provisions of applicable law.
WHEREFORE, the undersigned, intending to be legally bound hereby set their hands

this _______ day of ______________________ of 20__.

ATTEST:                  BOARD OF TRUSTEES:

_____________________________   ________________________________

_____________________________   ________________________________

_____________________________   ________________________________

_____________________________   ________________________________

_____________________________   ________________________________

_____________________________   ________________________________

_____________________________   ________________________________

 ___________________________   ________________________________

ATTEST:                  PENNSYLVANIA DEPARTMENT OF
                         EDUCATION

_____________________________   ________________________________

Carolyn C. Dumaresq, Acting Secretary of Education
Synergy Cyber Charter School
Appendices to Application for Cyber Charter
Submitted: October 1, 2014
Submitted to: PA Department of Education
Volume II

Volume I
Curriculum K – 12

Volume II

Appendix B. Budget

Appendix C. Discipline Policy

Appendix D. Team Leader Resumes

Appendix E. Principal Evaluation

Appendix F. Teacher Evaluation

Appendix G. Articles of Incorporation

Appendix H. Board Members

Appendix I. Letter to School Districts

Appendix J. Letter to Community Organizations

Appendix K. Surrogate Parents Policy

Appendix L. Approved Private Schools

Appendix M. Directory of Resources for Parents

Appendix N. Letter of Support from Bank

Appendix O. Letter Transmitting ACCESS Scores

Appendix P. Acceptable Use Policy

Appendix Q. Petitions for Support

Appendix R. Charter Choices Agreement
Appendix S. Included by Reference to Website
Comparison: Chapter 14 Special Education Services and Programs State Regulations and Part 300 Individuals with Disabilities Education Act Federal Regulations
http://drnpa.org/File/publications/chapter-14-special-education-services--comparison-.pdf

Appendix T. Included by Reference to Website
Placement Options for Special Education
http://www.portal.state.pa.us/portal/server.pt/community/pa_codes/7501/placement_options_for_special_education/507357

Appendix U. Bylaws

Appendix V. Audit Policy

Appendix W. Internal Controls Policy

Appendix X. School Opening Checklist

Appendix Y. NonERISA 403 (b) Plan

Appendix Z. Proposed Conflict of Interest Policy

Appendix AA. Proposed Investment and Bank Account Policy

Appendix BB. Student/Family Handbook

Appendix CC. Legal Counsel Letter

Appendix DD. Evidence of Insurance

Appendix EE. Teacher Induction Plan
Appendix B. Budget
### Summary

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<td>$2,524,036</td>
<td>$3,137,213</td>
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<td>$3,936,617</td>
<td>$4,057,138</td>
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</table>

### Expenditures

<table>
<thead>
<tr>
<th>1000 Instruction</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>$1,592,618</td>
<td>$1,989,061</td>
<td>$2,177,604</td>
<td>$2,464,731</td>
<td>$2,525,629</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2000 Support Services</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Services</td>
<td>$838,144</td>
<td>$913,038</td>
<td>$1,161,340</td>
<td>$1,216,321</td>
<td>$1,272,443</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3000 NonInstructional Services</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Noninstructional Services</td>
<td>$5,000</td>
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<table>
<thead>
<tr>
<th>5000 Other Financing Uses</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Financing Uses</td>
<td>$5,000</td>
<td>$5,000</td>
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### Ending Fund Balance

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ending Fund Balance</td>
<td>$88,273</td>
<td>$258,386</td>
<td>$452,227</td>
<td>$702,782</td>
<td>$956,848</td>
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### Revenues

<table>
<thead>
<tr>
<th>6000 Local Sources</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenue</td>
<td>$2,439,661</td>
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<table>
<thead>
<tr>
<th>7000 State Sources</th>
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<th>YEAR 2</th>
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<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Revenue</td>
<td>$84,375</td>
<td>$126,172</td>
<td>$144,471</td>
<td>$161,401</td>
<td>$168,666</td>
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<table>
<thead>
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<th>8000 Federal Sources</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Revenue</td>
<td>$84,375</td>
<td>$126,172</td>
<td>$144,471</td>
<td>$161,401</td>
<td>$168,666</td>
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### Total Revenues

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
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</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>$2,524,036</td>
<td>$3,137,213</td>
<td>$3,527,786</td>
<td>$3,936,617</td>
<td>$4,057,138</td>
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### Expenditures

<table>
<thead>
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<th>1000 Instruction</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>$1,592,618</td>
<td>$1,989,061</td>
<td>$2,177,604</td>
<td>$2,464,731</td>
<td>$2,525,629</td>
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<table>
<thead>
<tr>
<th>2000 Support Services</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
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</tbody>
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<table>
<thead>
<tr>
<th>3000 NonInstructional Services</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
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</thead>
<tbody>
<tr>
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<td>$5,000</td>
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<table>
<thead>
<tr>
<th>5000 Other Financing Uses</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
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<td>Other Financing Uses</td>
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### Total Expenditure

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<tr>
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<th>YEAR 5</th>
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<tbody>
<tr>
<td>Total Expenditure</td>
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### Ending Fund Balance

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<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
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<td>$88,273</td>
<td>$258,386</td>
<td>$452,227</td>
<td>$702,782</td>
<td>$956,848</td>
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### Instructions

<table>
<thead>
<tr>
<th>Instruction Programs</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
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</thead>
<tbody>
<tr>
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<table>
<thead>
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<th>Instruction Programs</th>
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<th>YEAR 3</th>
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<th>YEAR 5</th>
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<table>
<thead>
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<th>YEAR 3</th>
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<tbody>
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<td>$218,000</td>
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<td>$230,000</td>
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<td>YEAR 4</td>
<td>YEAR 5</td>
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<td>2017</td>
<td>2018</td>
<td>2019</td>
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<td>$ 600</td>
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<td>$ 600</td>
</tr>
<tr>
<td>600 Supplies</td>
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<td>$ 700</td>
<td>$ 700</td>
<td>$ 700</td>
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<tr>
<td>700 Property</td>
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<tr>
<td>800 Other objects</td>
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<td>$ 1200</td>
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<td>$ 2,525,629</td>
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<tr>
<td>2350 Support Services</td>
<td>$ 12,998</td>
<td>$ 15,055</td>
<td>$ 16,917</td>
<td>$ 18,870</td>
<td>$ 19,442</td>
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<tr>
<td>2380 Legal Services</td>
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<td>2380 Office Supplies</td>
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<tr>
<td>2380 Property</td>
<td>$ 12,998</td>
<td>$ 15,055</td>
<td>$ 16,917</td>
<td>$ 18,870</td>
<td>$ 19,442</td>
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<tr>
<td>2380 Total Administration</td>
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<tr>
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<td>2600 Operation &amp; Maintenance</td>
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<td>$ 100</td>
<td>$ 100</td>
<td>$ 100</td>
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<tr>
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<tr>
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<td>$ 100</td>
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<td>$ 100</td>
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<td>$ 100</td>
<td>$ 100</td>
</tr>
<tr>
<td>Synergy Cyber Charter School</td>
<td>YEAR 1</td>
<td>YEAR 2</td>
<td>YEAR 3</td>
<td>YEAR 4</td>
<td>YEAR 5</td>
</tr>
<tr>
<td>----------------------------</td>
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<tr>
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<td>2015</td>
<td>2016</td>
<td>2017</td>
<td>2018</td>
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<tr>
<td>500 Other Purchased Services</td>
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</tr>
<tr>
<td>600 Supplies</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>700 Property</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>800 Other objects</td>
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<tr>
<td><strong>Total Operation &amp; Maintenance</strong></td>
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<tr>
<td>400 Purchased Property Services</td>
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<td></td>
<td></td>
</tr>
<tr>
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<td></td>
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<tr>
<td>600 Supplies</td>
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<td></td>
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<td></td>
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<tr>
<td>700 Property</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>800 Other objects</td>
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<tr>
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<td><strong>$973,039</strong></td>
<td><strong>$1,191,340</strong></td>
<td><strong>$1,216,331</strong></td>
<td><strong>$1,272,443</strong></td>
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<tr>
<td>3000 Noninstructional Services</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5000 Other Financing</td>
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<tr>
<td>5100 Debt Service</td>
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<tr>
<td>5000 Total Other Financing</td>
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<td>$6,000</td>
<td>$6,000</td>
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</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>$2,436,763</strong></td>
<td><strong>$2,967,100</strong></td>
<td><strong>$3,333,944</strong></td>
<td><strong>$3,686,062</strong></td>
<td><strong>$3,803,072</strong></td>
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<tr>
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<td>AUG</td>
<td>SEP</td>
<td>OCT</td>
<td>NOV</td>
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</table>

CASH FLOW PROJECTION

Supporting Worksheets

Actual

48,400 200,021 325,571 209,169 180,169 157,669 137,669 117,669 97,669 77,669 57,669 37,669 1,039,669 2,430,763

Supporting Worksheets

Actual

48,400 200,021 325,571 209,169 180,169 157,669 137,669 117,669 97,669 77,669 57,669 37,669 1,039,669 2,430,763

CASH FLOW PROJECTION

Supporting Worksheets
## Revenues

<table>
<thead>
<tr>
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<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
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<tbody>
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<td><strong>Local</strong></td>
<td></td>
<td></td>
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<tr>
<td>Per pupil funding - regular education</td>
<td>$1,822,140</td>
<td>$2,248,893</td>
<td>$2,526,538</td>
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## Expenditures

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## Net change in fund balance

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<td>revenues</td>
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<td>revenue inflation rate &gt; 3.0%</td>
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<td>projected annual per pupil increase</td>
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<td>2,819,642</td>
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<td>856,376</td>
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<td>federal revenues</td>
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<td>25,119</td>
<td>28,225</td>
<td>31,495</td>
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<tr>
<td>total federal revenues</td>
<td>$ 84,375</td>
<td>$ 126,172</td>
<td>$ 144,471</td>
<td>$ 161,401</td>
<td>$ 168,666</td>
</tr>
<tr>
<td>other revenues</td>
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</tr>
<tr>
<td>private contributions</td>
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</tr>
<tr>
<td>student activity</td>
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</tr>
<tr>
<td>total other revenues</td>
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## Synergy Cyber Charter School

### Expenses

**Expense Inflation Rate:** 3.0%

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<td><strong>Employee Benefits</strong></td>
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</thead>
<tbody>
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## Synergy Cyber Charter School

### Students

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<thead>
<tr>
<th>RegEd average rate</th>
<th>$9,718.00</th>
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<tr>
<td>SpEd average rate</td>
<td>$20,231.00</td>
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per PDE site updated Sept 2014

### Personnel

<table>
<thead>
<tr>
<th>Position</th>
<th>Base salary</th>
<th>FTEs</th>
<th>Salary Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inflation rate</strong></td>
<td>1.00</td>
<td>1.05</td>
<td>1.10</td>
</tr>
<tr>
<td><strong>Administration</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>CEO/Principal</td>
<td>$90,000</td>
<td>$ / FTE</td>
<td>1.00</td>
</tr>
<tr>
<td>CDO/VP-Principal</td>
<td>$90,000</td>
<td>$ / FTE</td>
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</tr>
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<td>Administrative Assistant</td>
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</tr>
<tr>
<td>Special Ed Coordinator</td>
<td>$50,000</td>
<td>$ / FTE</td>
<td>1.00</td>
</tr>
<tr>
<td>Guidance Counselor</td>
<td>$50,000</td>
<td>$ / FTE</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td>$ / FTE</td>
<td>$ / FTE</td>
<td>$ / FTE</td>
</tr>
<tr>
<td><strong>Administration - total</strong></td>
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<td>$5,00</td>
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<td><strong>Instruction</strong></td>
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<tr>
<td>Regular Teachers</td>
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<td>Learning Coaches/Teachers</td>
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<td>$ / FTE</td>
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<td>Teachers - Specialists</td>
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<td>1.00</td>
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<tr>
<td>Technology Facilitator</td>
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<td>$ / FTE</td>
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<td>Counselor</td>
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<td>1.00</td>
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<td><strong>Student Support - total</strong></td>
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<tr>
<td><strong>Total</strong></td>
<td>$18,50</td>
<td>$24,50</td>
<td>$27,00</td>
</tr>
</tbody>
</table>
Appendix C. Discipline Policy
In order to maintain a positive school climate, free of drugs, violence, intimidation, fear, an environment in which teachers can teach and students can learn and as a prevention strategy. Each school will establish school rules & high behavioral standards for students and staff. Please attach a copy of your school rules & high behavioral standards for students and staff. Please attach a copy of your school rules & behavior standards.

Discipline with Dignity

Discipline should, as a minimum, have three objectives in mind:
- **PRESERVE** the optimum environment in which to deliver instructional services.
- **RESPOND** to disruptive influences with corrective measures in a firm and consistent manner while attempting to correct deviant behaviors and keep disrupters in school.
- **REMOVE** (as a last resort) the disrupters from the educational environment so that the majority may pursue their educational goals.

 Discipline Philosophy

Synergy Cyber Charter School has a policy of zero tolerance for violence. This means that students who are determined as perpetrating violence or otherwise serving as a catalyst for violent acts, shall be disciplined immediately to the fullest extent of the law.

Since an effective person in a democracy is a self-disciplined person, the ultimate goal of all discipline must be self-discipline. Self-discipline, which is a shared and learned experience, begins with early training in an adequate home and extends to the school and community.

At school students and teachers must interact in a climate that has enough freedom of expression, action, respect and choice to be conducive to creative learning. The school environment must also be one that is orderly enough for safe, productive learning to take place. Responsibilities rules and regulations are developed and enforced by the principal, the teacher and the students. This is necessary to create and maintain a positive learning environment in which trusting, assuming responsibility becomes a natural part of the curriculum.

Accordingly, school staff members will make every effort, individually, collectively and cooperatively, with appropriate available community resources, to help all students gain acceptable self-discipline.

Acts of conduct detrimental to the welfare, safety, or morals of students, or contrary to the authority of school personnel, are prohibited within this environment and will not be tolerated.

Consequently, the professional staff will discipline appropriately all students who do not conduct themselves in accordance with the rules and regulations established and who thus hinder the normal progress of others. It is expected that in dealing with offenders, school personnel will carefully scrutinize the needs of the offenders and the reasons for their acts, so that all discipline can be kept on a constructive and personally meaningful basis: **Discipline with Dignity**.
Just as societal attitudes affect the school, so the school affects society. Hence, good school discipline is a part of, and aids in, the development of self-discipline; furthermore, it reinforces home and community training to achieve the long-range goal of producing a responsible, self-disciplined citizen.

Teachers and other certified educational employees shall maintain discipline in the schools, including school grounds which are owned or leased by the board and used for school purposes and activities. In all matters relating to the discipline and conduct of the schools and school children, they stand in the relationship of parents and guardians to the pupil. This relationship shall extend to all activities connected with the school program and may be exercised at any time for safety and supervision of the pupils in the absence of their parents or guardians.

As the preceding statement indicates, school personnel are held responsible for establishing and maintaining discipline within the school. Therefore, the teachers, principal, and the Board of Trustees have the right to establish rules and regulations. The purpose is to create minimum standards for acceptable student behavior. Furthermore, all school personnel have the right to—and thus must enforce—these rules and regulations by determining appropriate penalties to impose upon any students whose behavior or conduct is determined to be in violation of these rules.

Included in the acts that may be considered a violation of school rules are the following:

1. Being late to class
2. Demonstrating unacceptable behavior in class
3. Failing to complete assigned homework
4. Obscene note-writing
5. Cheating
6. Being inappropriately dressed
7. Profane or vulgar language or verbal threats
8. Verbal and/or physical intimidation
9. Defacing of public or private property
10. Misuse of computer

The above examples are neither exclusive nor-all-encompassing, nor do they in any way limit the discipline policy.

**Enforcement of Rules and Regulations**

The following are explanations of the disciplinary measures which may be employed by school personnel following a student’s violation or continued violation of rules or regulations. A violation of the rules is to be established by a preponderance of evidence. The disciplinary action taken will be based on established guidelines, previous infractions, and the situation. Disciplinary measures which may be used include but are not limited to detention, Saturday Academy, in-school suspension, out-of-school suspension, or expulsion.

**Other Interventions**—other reasonable action might include:

1. Counseling with a student or group of students
2. Having a conference with a parent or group of parents
3. Assigning a student additional meaningful work that is connected to standards.
4. Providing community based organizations in support of our students.
5. Requiring a student to remain after regular school hours for counseling with the teacher and/or guidance counselor
6. Out-of-school suspension—student does not participate in school the next day

**Suspension and Expulsion**

The Board of Education has the power to suspend or expel a student “...guilty of gross disobedience or misconduct.” It also permits the Board to authorize the principal to suspend students for a period not to exceed ten school days. The Board has the legal authority to expel a student or to levy a suspension of more than ten school days.

**Disciplinary Procedures**

The Administrative Team and Deans of Students will be responsible for disciplinary action at Synergy Cyber Charter School. No student will be disciplined without due process of the law. This means that all students who are subject to discipline shall be informed of the reason for any action taken and given an opportunity to respond as required by law. The Principal shall direct all students who are recommended for expulsion to the Board of Trustees.

**Suspension Procedures**

1. All suspensions must be followed by a phone call and written notification to the parent detailing the reason for the suspension.
2. For a suspension of more than 3 days, the student and parent shall be given an opportunity for an informal hearing with the Administrative Team.
3. Sufficient written notice of the time and place of the informal hearing shall be mailed to the parent/guardian.
4. All informal hearings shall be held within the first five days of the suspension. At the informal hearing students shall have the right to question witnesses and to present witnesses.
5. No suspensions shall exceed 10 consecutive school days.
6. Parents with help of their child are responsible for arranging to complete exams and work that is missed while out on suspension. A note can be written by the parent requesting the aforementioned. Teachers can assist parents in this effort by sending a reminder.
7. Parents/Guardians must come to the school with their child for a readmission conference after the completion of the suspension.

Please note that a student who receives three or more suspensions during one academic school year may qualify for an expulsion hearing.
Expulsion Procedures

Expulsion is an exclusion from school by the Synergy Cyber Charter School Board of Trustees for a period exceeding 10 school days and may include permanent removal from the school.

1. Students who are recommended for expulsion shall first have an informal hearing with the Principal prior to the end of the 10 day exclusion period.
2. After the 10-day exclusion period, but prior to the formal hearing by the Board of Trustees, the student shall be allowed to attend classes unless it is determined at the informal hearing that the student poses a threat to the health, safety, or welfare of the school community.
3. Whenever possible, all formal hearings will be held before the end of the 10-day exclusion period.
4. Parents/guardian shall receive notice of the time and place of the formal hearing by certified mail at least 3 days before the scheduled hearing.
5. The formal hearing thus to be private unless the student or parent request otherwise.
6. At the formal hearing, the student has the right to counsel, to have the name of witnesses, copies of statements, and affidavits of witnesses, to request the presence of witnesses to be cross-examined and to present witnesses.
7. Record of the formal hearing must be made either by stenographer or tape recorder.

Some Basic Understandings

The Synergy Cyber Charter School Board has the authority to make reasonable and necessary rules governing the conduct of students in school. As provided by section 1317 of the School Code of the Commonwealth of Pennsylvania: Authority of Teachers, Vice Principals, and Principals over Pupils. Every teacher, vice principal, and principal in the public schools shall have the right to exercise the same authority as to conduct and behavior over the pupils attending this school, during the time they are in attendance, including the time required in going to and from their homes, as the parents, guardians or persons in parental relation to such pupils may exercise over them. (Amended July 25, 1963, P.L 315)

Lunchroom Procedures

1. Students may be assigned seats at the discretion of the lunchroom supervisor.
2. Tables will be released on a rotating basis.
3. No one is to get out of his/her seat without permission.
4. Throwing of objects will result in a detention.
5. Keep voices down.
6. No food is to be taken out of the cafeteria.
7. If food or debris is left in or around the table, the student responsible will clean it. The students at the table will not be dismissed until area is clean.
8. If a student refuses to follow the stated lunchroom rules, the lunchroom supervisor will remove him or her from the cafeteria. He or she will first be assigned detention(s), then, in-school suspension(s), and finally out-of-school suspension.
9.
SCHOOL BUS RULES AND REGULATIONS

Periodically, Synergy Charter will have reason to transport students. If students are transported on a school bus, they must adhere to the following rules and regulations.

Misconduct on a bus will not be tolerated, as it may endanger the safety and well-being of others. Student misbehavior of any kind will be reported by the bus driver to the school disciplinarian, who in turn will determine an appropriate disciplinary measure. If determined to be appropriate, a student may be suspended from riding the bus if his or her misconduct continues.

Each student should:

1. Observe the same conduct they would in a classroom
2. Be courteous and use no profane language
3. Not eat, drink, or smoke on the bus
4. Keep the bus clean
5. Not be destructive
6. Not throw any objects out of the window
7. Stay in their seat; the bus driver, or a school official may assign seats
8. Cooperate with the bus driver
9. Keep hands, feet and head inside the bus
10. Not possess or use any drug or alcoholic beverage on the bus
11. Be quiet when the bus stops at railroad crossings
12. Observe safety precautions at discharge point, where it is necessary to cross the highway, the student should proceed to a point at least ten feet in front of the bus on the right shoulder of the highway where traffic may be observed in both directions, then wait for a signal from the bus driver permitting them to cross
13. Observe the same guidelines on other trips under school sponsorship as they observe between home and school

DISCIPLINARY PROCEDURES FOR SPECIAL EDUCATION STUDENTS

Synergy Cyber Charter School is committed to complying with Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act (IDEA). In order to fulfill all of the procedural safeguards that are required by law when disciplining special education students, Synergy Cyber Charter has devised the following procedures:

1. All special education students, except those determined to be mentally retarded, may be suspended for violation of school rules for no more than 10 school days in the same school year without a change of placement occurring and triggering the obligation of the school to provide services during the suspension.
2. Any suspension from the current educational placement is a change of placement for mentally retarded students and triggers the obligation of the school to determine whether the violation was due to manifestation of the child’s disability and to provide services during the exclusion.
3. Special education students who are suspended for more than 10 school days in the same school year are to be provided with interim alternative education while excluded but not for more than 45 days in the following instances;

   A.) The child carries a weapon to school or to a school function, or
   B.) The child knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or at a school function.

4. The Secretary of the Pennsylvania Department of Education shall contract for coordination services in support of mediation hearings conducted by Synergy Cyber Charter School in regard to disputes concerning special education students.

**CHILD WITH A DISABILITY DEFINED**

Under Section 300.7 of the Code of Federal Regulations (CFR), the implementing legislation for IDEA, a child with a disability is defined as having mental retardation, hearing impairment including deafness, a speech or language impairment, visual impairment including blindness, serious emotional disturbance, a specific learning disability, deaf-blindness, or multiple disabilities and because of such conditions needs special education and related services. A child who only needs a related service and not special education is not considered a child with a disability unless the related service is considered special education under State standards.

**FREE APPROPRIATE PUBLIC EDUCATION DEFINED**

Under Section 300.13 of the CFR, a free appropriate public education (FAPE) means special education and related services that are:

A. Provided at public expense, under public supervision and direction, and without charge.
B. In conformity with an Individualized Education Plan (IEP).

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**Positive Climate & Pro Social Skills Exploration**

<table>
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<th>CHECKLIST</th>
<th>YES</th>
<th>NO</th>
<th>COMMENTS</th>
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<tr>
<td>1. A Positive Climate is an integral part of the school’s overall vision and mission.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Strategies are used school-wide and in the classroom to teach, model and reinforce Pro-Social Skills</td>
<td>X</td>
<td></td>
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</table>
COMMUNICATION OF POLICIES & PROCEDURES

We need to be proactive, not just in preparing for the advent of a crisis, but also in communicating with parents and community about our efforts to provide children with a happy, healthy and safe learning environment. It is critical that members of the school staff, students, parents and the community at large are informed of exactly what the safety policies, programs, partners, resources and services are; as well as enforcement procedures. Various communication formats should be employed. Each school will communicate its commitment to school climate and safety.

Communications

Synergy Cyber Charter School will always have an open door policy to parents and community members. The school will establish liaisons with the business community and the community organizations. To communicate with the school about any concern please call your child’s teacher to set up an appointment. Next, ask for a conference with the student Teacher Leader to help you resolve your concerns. If you still need assistance, ask to meet with the Dean of Students. Please do not stop your child’s teacher outside the building, or go to the classroom to discuss a concern. This causes the class to have a delay in their start or disruption of academic learning time. To leave a message for a teacher, please call 267-256-0950 main office.

Parent-to-Teacher
Parents should be in contact with their child’s teacher on an on-going basis. Parents may call the main office to make an appointment to see the teacher or request a phone conference. Parents may send notes attached to homework requesting to speak with the teacher.

Teacher-to-Parent
Teachers will communicate to parents by writing messages and making phone calls. Parents are encouraged to write or call the teacher to solve academic and/or behavior concerns.
Appendix D. Team Leader Resumes
PROFESSIONAL EXPERIENCE


_Chair Executive Officer_
Responsible for the management and operation of a middle school, grades 6 through 8, with 375 students and approximately 45 faculty and staff
Responsible for interfacing with all external stakeholders and partners including the Board of Trustees, Parents, the Philadelphia School District, State and Federal Agencies, Consultants and Vendors
Responsible for developing a fund-raising program for the school that will work through a foundation that was created by the school and is staffed by me
Primarily responsible for the charter renewal process on behalf of the school
Responsible for the management and operation of the school’s 54,000 square foot building


_Executive Director_
Unpaid position responsible for the operation of a foundation created to support the Wakisha Charter School
Responsible for the development and execution of a purchase and renovation of a 54,000 square foot industrial building that serves as the new home for Wakisha Charter School
Served as Project Manager of the renovation of the new facility; an $8.5 Million project that was completed on time and within budget

Genghis Khan Exhibits, Inc. – Media, PA – September 2006 – April 2008

_Vice President_
Responsible for negotiating the use of artifacts from museums in The People’s Republic of China and The Republic of Mongolia for a traveling museum exhibition in the United States on Genghis Khan and working with US agencies and the governments of China and Mongolia for this purpose
Responsible for the acquisition of corporate sponsorship to support the restoration of the Great Wall of China in the area of the Wall closest to Beijing

Rutgers – The State University of New Jersey – Newark, NJ – April 2006 - Present

_Consultant to the Dean of the School of Public Affairs and Administration_
Developing a program to offer a series of Certificates in Public Administration to Senior and Mid-Level Administrators in The People’s Republic of China
Heading a fundraising campaign to financially support the planning and development of the China Project in Public Administration

_Ajunct Professor, School of Public Affairs and Administration – “Strategic Planning for Nonprofit Organizations”_
*Consulting Business Manager*
Managed the development of business systems for a manufacturer of sailboats
Structured the financing and acquisition of property and other major assets

*Interim Vice President for Programs*
Managed a staff of seven and provided staff liaison to the Program and Distribution Committee of the Board of Managers
Accountable for the management of the grantmaking department of a $270 million community foundation
Managed grant distributions of $20 million representing approximately 600 grants
Responsible for developing and managing the departmental budget, board reports and performance reviews

*Consultant*
Developed and managed new administrative distribution process for the Fund for Children awarding $1 million annually
Managed the Advisory Board, staff and Youth Advisory Board of the Fund for Children

Merrill Lynch - Wayne, PA - October 1999 - December 2003
*Financial Advisor, Certified Financial Manager*
Registered Securities Broker and Investment Advisor Representative with the Series 7, Series 66 and Pennsylvania State Life, Health and Accident Insurance Licenses
Responsible for the management of assets of high net worth individuals and businesses and the development and management of endowments for non-profit corporations valued at $18 million

*Vice President and Chief Operating Officer*
Responsible for the fiscal management, training design and marketing of cross-cultural training and consulting business
Implemented the delivery of training and consulting services to multi-national corporations to prepare employees to understand business cultures in foreign countries

*President*
Created and managed a joint venture corporation that engaged in various business transactions with the People's Republic of China
Built and managed a manufacturing facility in China that produced and exported wood products and hand knitted sweaters
Recruited, hired, trained and managed a staff of 40

Consultant
Coordinated the organization and execution to launch a new program now known as the Black Community Crusade for Children that is operating under the auspices of the Children's Defense Fund.
Executed a series of conferences in Washington, DC attended by several hundred people from throughout the US
Supervised a staff of twelve consultants

General Practice of Law - Long Beach, CA - April 1984 - October 1993

Attorney
Managed general law practice comprised of three partners, two associates and seven staffs
Specialized in criminal, business and general civil law in the California and Federal courts
Represented small cities in the greater Los Angeles area with regard to land use and zoning issues

General Practice of Law - Long Beach, CA - April 1984 - October 1993

Attorney
Managed general law practice comprised of three partners, two associates and seven staffs
Specialized in criminal, business and general civil law in the California and Federal courts
Represented small cities in the greater Los Angeles area with regard to land use and zoning issues

KPFA-FM - Berkeley, CA - September 1977 - September 1978

General Manager
Managed the fiscal operations, programming, administration, marketing of 50 Kw non-commercial, publicly supported radio station
Responsible for the solicitation of grants and other financial support
Supervised a staff of thirty-five employees and managed all programming of live talk, music, public affairs, daily news broadcasts, live remotes and taping for broadcast and syndication

Community Film Workshop Council - New York, NY - September 1975 - September 1977

Consultant
Responsible for fiscal management, grantsmanship and personnel development
Trained television news reporters and news camera operators
Established and managed film workshops in five cities throughout the US and in Puerto Rico

WKBS-TV - Philadelphia, PA - March 1974 - September 1975

Program Director
Responsible for programming and production functions of the television station
Negotiated the acquisition of programs and talent services and developed special programming
Served as liaison to Federal Communications Commission and the company's legal counsel
Coordinator, Office of Public Affairs
Provided technical and advice to those interested in purchasing radio and television stations and fulfilling Federal Communications Commission's public service obligations
Facilitated congressional testimony and lobbied Congress on various issues of concern to the industry
Represented the association before national, state and local agencies and institutions on operations and policy issues

Community Film Workshop Council - New York, NY - February 1970 – May 1972
Project Director
Designed and implemented a project which taught television news reporting and photography to young adults
Implemented programming to teach the art and science of documentary filmmaking ethnically diverse communities
Initiated motion picture industry apprentice program in conjunction with major unions, guilds and production companies

OTHER PROFESSIONAL EXPERIENCE
IBM - Customer Engineer, Disk Operating System
Programming Sciences Corporation - System Analyst
California Credit Union League - Consultant (Staff)

ACADEMIC APPOINTMENT
Visiting Scholar, Temple University; Philadelphia, PA
January 1998 to January 1999
College of Arts and Science, Department of Political Science (Asian Studies). This appointment was for the purpose of conducting research on a study of changing rural land use policies in the People’s Republic of China with an emphasis on the impact of such policies on the development of Township and Village Enterprises.

EDUCATION
LL.B.
New College of California School of Law
May 1982
San Francisco, CA

Certificate: Chinese Language (Mandarin)
Wuxi Institute of Light Industry (As of 2008 – AKA: Jiangsu Southern University)
December 1989 - April 1990
Wuxi, Jiangsu Province, People's Republic of China

LANGUAGES
Chinese (Mandarin): Conversational
FELLOWSHIP
Arts, Inc., Los Angeles, CA
1991 - 1992
Arts, Inc. is a program to develop expertise in the fiscal and program management of arts organizations. The program lasted for two years and was structured by putting the fellows in management “shadowing” relationships and apprenticeships in cultural and arts organizations of diverse size and mission, primarily in the Los Angeles area.

CURRENT BOARD POSITIONS
- The Merchants Fund, Vice President, Board of Managers
- Chestnut Hill College, Member, Academic Affairs Committee, Board of Directors
- The Douty Foundation, Board of Directors
- Laboratory Charter School, Board of Directors
- National Consortium of African American Children, Board of Directors
Alexander D. Schuh, Ph.D.

EDUCATION

University of Pennsylvania - Philadelphia, PA
Ph.D. in Educational Psychology - Policy Research, Evaluation, and Measurement
Dissertation - Collaborative learning beyond the classroom: A case study of the use of computers for learning in a boarding school.

M.S. in Educational Psychology - Policy Research, Evaluation, and Measurement

Yale University - New Haven, CT
Bachelor of Arts in Anthropology - Concentration in Native American Cultures

Dr. Schuh is the founder and Director of FRONTIER 21 Education Solutions, an educational evaluation and school system technical assistance provider focused on data-driven solutions for school improvement. Dr. Schuh is a school performance assessment expert and a specialist in conducting evaluations of educational programs. Dr. Schuh is also an expert in providing start-up and technical assistance to charter schools, particularly in the areas of technology integration and distance learning.

Current Research Projects:

Evaluation of the Noyce Science Teacher Education Project - St. Joseph’s University, Philadelphia, PA
• Evaluate the impact of a National Science Foundation-supported 5 year program to train science teachers for middle and high schools
• Assist with the development of an assessment and progress tracking system for scholarship students during and immediately after college.

Evaluation of the 21st Century Community Learning Center at Maritime Academy Charter High School, Philadelphia, PA
• Four year evaluation of a federally funded before and after school and summer program for 1200 students at a charter school
• Design instruments for data collection, collect and analyze a wide variety of student and program performance data

Evaluation of the GEOKIDS Project- Wagner Free Institute of Science and St. Joseph’s University, Philadelphia, PA
• Evaluate the progress of students in the National Science Foundation funded GeoKids Science Education program
• Provide feedback on the involvement of St. Joseph’s University NSF Fellows.

**Evaluation of the School Improvement Grant Project - People for People Charter School, Philadelphia, PA**

• Evaluate the impact of a federal School Improvement 3 year grant. Provide guidance on school improvement efforts

**Impact Evaluation of the Children’s Scholarship Fund Philadelphia - CSFP, Philadelphia, PA**

• Design and conduct the longitudinal evaluation of a privately funded program that enables impoverished families to select and attend independent schools in grades K-8.

**Evaluation of the Children’s Scholarship Fund Baltimore Project - Baltimore, MD**

• Design and conduct a Friedman Foundation-funded study of a privately funded scholarship program for low income Baltimore students that assesses long-range outcomes of middle school scholarship recipients.

**Current Technical Assistance Projects**

**Race to the Top Federal Teacher Evaluation Improvement Project - Philadelphia, PA**

• Assist 3 charter schools with developing systems for teacher performance evaluation.
• Train teachers and administrators in methods of implementing Charlotte Danielson’s Educator Effectiveness Rubric, as well as Principal and Specialist evaluation rubrics.

**iPad Integration Project for Math and Writing Improvement, Maritime Charter School, Philadelphia, PA**

• Identify best practices for iPad use in middle and high school, train teachers in effective iPad integration, and develop evaluation system to assess academic progress in math and writing.

**Prior Project Highlights:**

**Impact Evaluation of the Community Partnership School - Community Partnership School, Philadelphia, PA**
• Evaluate the outcomes and assist with data management of a privately funded school for impoverished young children in grades Pre-K to 5 in North Philadelphia managed by Project HOME and Germantown Academy.

**Evaluation of Advanced Tech at CCP Perkins Act/National Tech Prep Demonstration Project- Community College of Philadelphia, Philadelphia, PA**

• Designed and conducted a five year evaluation of a National Tech Prep Demonstration Project. Advanced Tech at CCP is a collaborative project between the School District of Philadelphia and the Community College of Philadelphia designed to boost the entrance of minority students into college and Information Technology careers.

**Evaluation of the Maryland Gear-Up Grant with REDA International- REDA International, Wheaton, MD**

• Collaborated with team evaluating two state-wide projects for the Maryland State Department of Education: Gear-Up College Preparation program, and the Reading Excellence Act reading improvement program.

**Evaluation of the Maryland Statewide Reading First Project with REDA INTERNATIONAL AND MGT International- REDA International, Wheaton, MD**

• Partnered with project directors from MGT, International and MSDE to conduct field studies, design and administer surveys, and analyze data.

PREVIOUS EMPLOYMENT

**Consortium for Policy Research in Education – Philadelphia, PA**

Research Assistant

Provided research support (Data analysis, survey development, observations) for national projects in the areas of math and science education

**NATIONAL CENTER ON ADULT LITERACY- NCAL – Philadelphia, PA**

Research Assistant

Provided research support (Data analysis, survey development, observations) for K-12 and adult math and numeracy education.
MayaTech Corporation
•Research Assistant
  Provided research support (Data analysis, survey development, observations) and report writing for survey research group as part of an evaluation team for national projects in healthcare and education.

PUBLICATIONS


**PRESENTATIONS**


*Local Evaluations of 21st Century Community Learning Center Projects.* March 2013. Presentation and panel discussion on evaluating the impact of federally funded afterschool and summer programs.

**PROFESSIONAL ASSOCIATIONS**

International Society for Technology Education (ISTE)

American Evaluation Association (AEA)
Education

West Chester University, Bachelor of Science - Accounting, May 1996.

Associations & Community Service

American Institute of Certified Public Accountants
Pennsylvania Institute of Certified Public Accountants
Former Board Member, Charter School Resource Center of PA
Treasurer & Member, Choice Academies, Philadelphia, PA

Employment History

June 2004 - Present

Charter Choices (previously Charter School Choice), Inc.

Founder and leadership team member of Charter Choices (CC). Since 2004, CC has grown to be the leader in providing business-consulting services to Charter Schools in Pennsylvania. As a founder, Michael’s responsibilities included two of the initial seven Charter School approved in 1997 to now servicing over thirty Charter Schools, six of these clients are Cyber Charter Schools.

September 1996 – June 2004

Larson Allen

At Schiffman Hughes Brown, merged into Larson Allen, Michael’s introduction to charter schools began in 1997 when he served as the auditor for the first school granted a charter in Philadelphia. At this time, he was a manager at a national public accounting firm where he specialized in providing auditing and consulting services to charter schools. Michael's list of clients included Charter Schools in Pennsylvania, Arizona and Washington D.C.
Appendix E. Principal Evaluation
EVALUATION FORM FOR THE BUILDING PRINCIPAL

Format: The evaluation shall consist of two evaluations each year for the building principal during his or her first two years of employment. One evaluation per year shall be conducted beyond the second year of employment. A pre-conference and a post-conference shall be a part of each evaluation. A “Plan of Assistance” shall be included with the final evaluation if either the Chief Executive Officer, Board of Trustees or building principal being evaluated feel this plan would foster job performance improvement. If “Recommended for continued employment with qualifications” is checked, the evaluator must enter into a Plan of Assistance with the evaluate.

KEY: S-Superior, A-Acceptable, NI-Needs Improvement, U-Unacceptable

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<th>PERFORMANCE RESPONSIBILITY</th>
<th>S</th>
<th>A</th>
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<tr>
<td>Interprets school district policy properly</td>
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<td>Implements school district philosophy</td>
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<td>Inspires others to a high professional level</td>
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<td>Conducts staff evaluation and improvement</td>
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<td>Is informed on school programs</td>
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<td>Anticipates problems</td>
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<td>Is fair and unbiased</td>
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<td>Decisions/recommendations are reasonable</td>
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<tbody>
<tr>
<td>Work with staff to develop curriculum improvement</td>
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<tr>
<td>Supports board policy to public and staff</td>
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<td>Gains respect and support of the community on the conduct of school operations</td>
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<td>Solicits and give attention to problems and opinions of all groups and individuals</td>
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<td>Cooperative with media</td>
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<tr>
<td>Participates in community life and affairs</td>
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<td>Assumes leadership for education in community</td>
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<td>Works effectively with public and private agencies</td>
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<td>Utilizes professional staff talents/abilities to promote professional staff development</td>
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<td>Executes sound personnel procedures and practices</td>
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<tr>
<td>Treats all personnel fairly</td>
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<td>Uses staff evaluation to promote improvement</td>
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<td>Delegates authority to staff appropriate for their position</td>
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<td>Encourages staff participation in planning</td>
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### PERSONAL QUALITIES:

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<td>Defends principals and convictions in the face of pressure</td>
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<td>Seeks and accepts constructive criticism</td>
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<td>Is suitable attired and well groomed</td>
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<td>Uses language in writing and speech effectively</td>
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<td>Thinks well on his/her feet during crisis</td>
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<tr>
<td>Maintains professional development</td>
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<tr>
<td>Does not neglect critical areas of responsibility</td>
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<td>Accepts assigned responsibilities</td>
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### EMPLOYMENT RECOMMENDATION (To be checked if this is final evaluation of the contract period)

- _____ A. Recommended for continued employment
- _____ B. Recommended for continued employment with qualifications
- _____ C. Not recommended for continued employment

Evaluator _______________________________________________ Date ________________

Evaluatee ________________________________________________ Date ________________
This plan may be used any time but must be used if “Recommended for continued employment with qualifications” is checked. This plan will be written as a means of providing help and suggestions for correcting the deficiencies that have been identified.

1. Statement of deficiencies.

2. General statement of plan of assistance.

3. Program to be followed (outline).

4. Assistance offered.

5. Monitoring system (shall include appropriate methods of reporting, conference sessions, time schedule and deadlines).
Appendix F. Teacher Evaluation
TEACHER EVALUATIVE OBSERVATION REPORT

Teacher: _______________   Room: __        MTWTF Date: __________

Subject/Grade: _______________       Time/Period ____________

Observer: _______________            Observation No._________

Years of local experience: _____X_____1st _____2nd _____3rd _____4th (and over)

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<tr>
<td><strong>I. TEACHING PROCEDURES</strong></td>
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<tr>
<td>1. Selects appropriate learning content from curriculum management system.</td>
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<td>2. Maintains and has available all written lesson plans.</td>
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<td>3. Includes clear behavioral objectives and procedures, which reflect desired outcomes, in all Lesson Plans.</td>
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<td>4. Teaches to the lesson objective.</td>
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<td>5. Communicates objectives to the students.</td>
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<td>6. Reviews previously learned skills/Content as needed.</td>
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<td>7. Asks higher level question which promote critical thinking.</td>
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<td>8. Provides motivation for lesson.</td>
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<td>9. Uses techniques designed to promote active student participation.</td>
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<td>10. Presents learning activities in a logical sequence.</td>
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<td>12. Teaches to the students’ ability levels.</td>
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<td>13. Summarizes the lesson.</td>
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<td>14. Gives students an opportunity to practice or apply skills taught in the lesson.</td>
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<td>15. Uses evaluation methods that provide students with specific feedback (oral and /or written).</td>
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<td>16. Teaches for concept development.</td>
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<td><strong>II. MANAGEMENT</strong></td>
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<tr>
<td>17. Organizes and uses materials and/or equipment effectively.</td>
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<td>18. Uses instructional time effectively.</td>
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<td>19. Uses strategies to maintain on task student behavior.</td>
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<td>20. Has established an effective classroom routine.</td>
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<td>21. Handles student discipline effectively.</td>
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<td>22. Enforces school and classroom rules and procedures.</td>
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<td>23. Communicates classroom expectations.</td>
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<td>24. Provides a climate that is conducive to learning.</td>
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<td>Satisfactory</td>
<td>Unsatisfactory</td>
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<td>25. Maintains</td>
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<td>26. Completes and uses student records and reports.</td>
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<tr>
<td>27. Provides accurate and prompt written assignments and administrative reports.</td>
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**III. PROFESSIONAL QUALIFICATIONS**

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<tr>
<td>29. Demonstrates the ability to use appropriate communication skills.</td>
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<td>30. Demonstrates a willingness to adapt to new ideas.</td>
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<td>31. (i.e. culturally appropriate surroundings, clothing representative of a Uniform School's expectations)</td>
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<tr>
<td>32. Demonstrates responsibility through punctuality in the performance of assigned duties.</td>
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<tr>
<td>33. Demonstrates the progress being made toward achievement of IPIP objectives.</td>
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The staff member shall have the right to submit his/her response within ten (10) working days of the presentation of the observation report.

Teacher's signature below indicates that he/she has seen this report.

_________________________  _____________
Evaluator’s Signature     Date
CONFERENCE FORM

Teacher’s Name: _______________________________

School: ________________________________

Attendance: Days Absent________ Times Late: ______

Date of Conference: ______/_______/______

Evaluator’s Comments: THIS SECTION MUST BE COMPLETED FOR ANY CRITERION RATED UNSATISFACTORY(U) INCLUDING SUPPORTING STATEMENTS AND PLANS FOR FOLLOW-UP. USE THIS SECTION ALSO FOR COMMENDATIONS.

Attach additional information to back of the sheet

(By signing this form the evaluatee is verifying that the Conference Form was read and discussed. The evaluatee’s signature, however, shall not be interpreted as an agreement of the contents. The evaluatee may submit a written response to evaluation.)
Appendix G. Articles of Incorporation
Appendix H. Board Members

Board of Directors - Resumes

Valerie Gay
George Liles
Nina Rosalie Smith
Ignatius Wang
Derric L. Heck
Mark Abrams
Derric I. Heck

Education
Carnegie Mellon University – College of Fine Arts – School of Architecture  Pittsburgh, PA
Urban Design Fellowship - Remaking Cities Institute 2009

Florida Agricultural & Mechanical University  Tallahassee, FL
Bachelor of Science in Architectural Studies 2004

Publications
This report documents the June 2009 UDream urban design studio, which developed a vision for the Homewood-Brushton neighborhood of Pittsburgh, PA. UDream is a program of the Remaking Cities Institute, housed at the Carnegie Mellon School of Architecture. UDream is made possible by the Heinz Endowments. Contributing Author

Professional Experience
Propel Schools & The Propel FoundationPittsburgh, PA  Director of Strategic Initiatives
January 2011 – Current
Manage community engagement and governmental relations strategies to expand the number of Propel Schools while remaining a leader and catalyst for education reform
Cultivate a relationship with Vanderbilt University to create Project H.O.P.E. (Healthy Opportunities to Pursue Excellence), a program to develop Scholar Identity in African-American Males. 200 Students currently enrolled
Develop strategic relationships with corporate, private, and philanthropic communities to create an Opportunity Matrix for Propel Students, Families, and Employees

Design, LLC  Pittsburgh, PA
Development & Design Consultant  October 2009 – December 2010
Developed design solutions for the historic New Granada Theatre
Created development strategy to support the $19million project through partnerships and identification of potential clients and consumers
Generated community interest at various phases of development in order to produce a product that reflected market conditions and an articulated community vision

Urban Redevelopment Authority – UDREAM  Pittsburgh, PA
Development Assistant & Community Organizer  July 2009 – September 2009
Developed strategies to promote the URA and its services to the community and the target population
Created diverse and motivated community steering committee to engage in community planning process
Communicated between and organize the efforts of the URA, City Planning officials, Office of the District 9 Commissioner, and targeted communities
Florida A&M University School of Architecture Tallahassee, FL
Teaching Assistant – 1st Year Design Studio August 2008-April 2009

Developed design projects to support curriculum goals of furthering students’ understanding of circulation, shade & shadow, value, private versus public space, proportion, and site evaluation
Taught and provided hands-on training in architectural/orthographic presentation, color theory, and sketch techniques
Implemented strategies to increase retention through mentoring program and matriculation management counseling
Presented lectures on African-American/Multi-Cultural Figures in the field of Architecture in America

Brunswick Housing Authority Brunswick, GA
Commissioner August 2007- December 2008
Organized program (Liberty Cottages by Coastal Phoenix, Inc.) to transition residents of public housing into owner-occupied opportunities
Managed operations of administrative staff through the development and adoption of local public policy
Guided Master Planning of Multi-Family and Single Family Developments of the Housing Authority through the LIHTC (Low Income Housing Tax Credit) Program

Communicated with and coordinated the preparation of documents with consultants, contractors, firm management, local and state code officials and team members
Organized community outreach to increase firm visibility
Identified, evaluated, and submitted specific business opportunities to firm management
Managed and documented construction of firm’s offices - LEED Certified (New Construction: Silver) 6500 SF

Technical & Professional Skills
Architectural Autodesk, SketchUp, Mac and PC Office Suite proficiency
Partnership development and consensus-building
Strong interpersonal skills; ability to influence others without formal authority
Excellent written and oral communications skills
Self-motivated with ability to work in diverse environments

Board Memberships & Community Affiliations
Afro-American Music Institute – Board Member 2010 - Current
Young Preservationists Association 2010-2012
Kiwanis International – Brunswick, GA Club 2006-2008
Omega Psi Phi Fraternity, Inc. - Supreme Council Member 2002-2003
Tallahassee/Leon County Civic Center Authority 2000-2001
University Executive Board-Florida A&M University 2000-2001

Awards & Achievements
Pittsburgh Courier’s ‘40 Under 40’ 2013’
Whirl Magazine’s ‘50 Finest of Pittsburgh’ – Cystic Fibrosis Foundation - 2012
President’s Award (Florida A&M University) 2004
Upsilon Psi Chapter - Omega Man of the Year 2003

References available upon request
Pastor Mark Abrams has been an active advocate for troubled youth in the inner city and abroad. For more than 16 years Mark has been serving communities and cities such as Philadelphia, Camden, Newark, Queens New York, Washington D.C and other challenging urban cities abroad. He is currently the pastor of Calvary Chapel of North Philadelphia, a church without walls that works in urban areas reaching out to and partnering up with local public and charter schools, community centers, shelters, public housing organizations, serving the poor and needy and assisting other churches.

Mark a native Philadelphian, has also been the board chair of the Columbia North YMCA, Freedom Valley Branch for four years and is currently still on their board after nine years of service. He is also involved in community affairs, and has close relationship with the DA’s office outreach initiatives. Philadelphia Housing Authority has partnered with Pastor Mark on a new upcoming project known as “Philly Seed” that involves reaching youth, with education, opportunity and long term mentorship, coupled with meeting spiritual, social and physical needs. He also serves as a coordinator for one of the world’s largest outreaches Harvest America.
September 23, 2014

Superintendent of Schools
School Districts
Commonwealth of Pennsylvania

Re: Synergy Cyber Charter School

Dear Sir/Madam,

I am writing to apprise you of the application that will soon be submitted to the Pennsylvania Department of Education requesting a charter for a new cyber school, Synergy Cyber Charter School.

We have worked to structure a school that will appeal to the interests of families and students who are interested in accelerating the learning process and providing students with educational advantages as they move from high school to college of other ventures.

Our focus is academic excellence. We are structuring our school for extended school days and an extended school year. We will have about 190 days of instruction on our calendar and about One Thousand Four Hundred hours of instruction annually. We are hoping that we will attract families and students who are interested in pursuing a rigorous course of study. We think we will be attractive to those students and families who would opt for specialized instruction in charter or private schools.

We will certainly contact you again as we enroll students. If we have students from your district we will want to know what services we can secure from your district for these students.

Please contact us with any questions or suggestions. We welcome contact with your office and look forward to working in concert with you to provide the best education possible to our students.

With best regards,

Elbert Sampson
Appendix J. Letter to Community Organizations
September 23, 2014

Executive Director/CEO
Non-Profit Organizations
Commonwealth of Pennsylvania

Re: Synergy Cyber Charter School

Dear Sir/Madam,

I am writing to apprise you of the application that will soon be submitted to the Pennsylvania Department of Education requesting a charter for a new cyber school, Synergy Cyber Charter School.

Our focus is academic excellence. We are structuring our school for extended school days and an extended school year. We will have 188 days of instruction on our calendar in the first year of operation which will increase to over 200 days in subsequent years. We intend to offer more than One Thousand Four Hundred hours of instruction annually. We are hoping that we will attract families and students who are interested in pursuing a rigorous course of study. We think we will be attractive to those students and families who would opt for specialized instruction in charter or private schools.

We are writing to elicit your ideas and suggestions. Most organizations have an interest in public education. Educating our youth has become an issue that is either coalescing or shattering communities. We believe that there is a great possibility that you and your constituents will be interested in working with Synergy Cyber Charter School to craft the very best manner of educating our students, your children. We invite your input. We will always open to suggestions and criticisms as to how we can better provide this crucial service.

We will be contacting you in the future as we plan activities for our students and their families. We anticipate that we will attract students from many counties throughout the state. Regardless of where you are located or what your mission might be, we believe that there will be opportunities to form partnerships and to work together to strengthen our students, families and communities in which they reside.

As we are working through the process of building this exciting school, we invite you to take a look at our application which is on the Pennsylvania Department of Education’s website. As you
determine that there are elements of what we are doing that might benefit from your input, please let us know.

We are writing you to elicit your support for this new school. We believe that there are many great possibilities for or to excel in the proper environment. Some students do well in regular schools; some do not. We believe that we can provide those students who might do better learning in a cyber-environment with a REAL opportunity to excel. If you have a constituency that might benefit from MORE instruction during the day and year, please do what you can to make these students and their families aware that there is a true alternative that might serve their needs and prepare them for a positive future.

If we can provide you with more, specific information about our program, please do not hesitate to contact me.

With best regards,

Elbert Sampson
Appendix K. Surrogate Parents Policy
Synergy Cyber Charter School
Board of Trustees Policy
Surrogate Parent Policy

The Charter School must ensure that an individual is assigned to act as a surrogate of a child when no parent or person acting as the parent can be identified, or the Charter School, after reasonable efforts, cannot locate the parent, or the child is an unaccompanied homeless youth as defined in the McKinney-Vento Homeless Assistance Act.

The Charter School must have a method of determining whether or not a child needs a surrogate parent, and for assigning a surrogate parent to the child as well as ensuring that surrogates are trained and have adequate knowledge to serve in this capacity.

The Charter School may select a surrogate parent in any way permitted under State law, but must ensure that a person selected as a surrogate is not an employee of the State Educational Agency, the Charter School or any other agency that is involved in the education or care of the child. For a child who is a ward of the State, a surrogate may be appointed by a judge overseeing the child’s care or by the Charter School.

For a homeless youth, not in the physical custody of the parent or guardian, the Charter School must appoint a surrogate. Reasonable efforts are to be made by the SEA to ensure the assignment of a surrogate not more than thirty (30) days after there is a determination by the Charter School that the child needs a surrogate.

Consent for Wards of State The Individuals with Disabilities Act of 2004 contains language about seeking parental permission for initial evaluations when a child is a ward of the State. In Pennsylvania, however, if a child is designated a ward of the State, the whereabouts of the parent is not known or the rights of the parent have been terminated in accordance with State law; someone other than the parent has been designated to make educational decisions for the child. Therefore, the Charter School must obtain consent for an initial evaluation from the individual designated to represent the interests of the child.

The CEO or his designee is directed to develop procedures that may be necessary to implement this policy.

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 CONTROL.

ADOPTED this _____ day of ____________, 20xx

__________________________________________
President

__________________________________________
Secretary
Appendix L  Approved Private Schools
<table>
<thead>
<tr>
<th>APPROVED PRIVATE SCHOOLS</th>
<th>Page</th>
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</thead>
<tbody>
<tr>
<td>ACLD Tillotson School</td>
<td>1</td>
</tr>
<tr>
<td>Camphill Special School, Inc.</td>
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<tr>
<td>Centennial School</td>
<td>3</td>
</tr>
<tr>
<td>The Day School at The Children's Institute</td>
<td>4</td>
</tr>
<tr>
<td>Clarke Schools for Hearing and Speech</td>
<td>5</td>
</tr>
<tr>
<td>Community Country Day School</td>
<td>6</td>
</tr>
<tr>
<td>Davidson School (Elwyn)</td>
<td>7</td>
</tr>
<tr>
<td>Delta School</td>
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</tr>
<tr>
<td>DePaul School for Hearing and Speech</td>
<td>10</td>
</tr>
<tr>
<td>Devereux Schools</td>
<td>11</td>
</tr>
<tr>
<td>Devereux –Individual Facilities</td>
<td>12</td>
</tr>
<tr>
<td>Barber National Institute</td>
<td>13</td>
</tr>
<tr>
<td>Easter Seal Society of Western Pennsylvania</td>
<td>14</td>
</tr>
<tr>
<td>Easter Seals of Southeastern PA (Philadelphia Area)</td>
<td>16</td>
</tr>
<tr>
<td>The Education Center at the Watson Institute</td>
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</tr>
<tr>
<td>George Crothers Memorial School</td>
<td>19</td>
</tr>
<tr>
<td>Green Tree School</td>
<td>20</td>
</tr>
<tr>
<td>HMS School for Children with Cerebral Palsy</td>
<td>21</td>
</tr>
<tr>
<td>Martin Luther School</td>
<td>23</td>
</tr>
<tr>
<td>Melmark School</td>
<td>25</td>
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<tr>
<td>Overbrook School for the Blind</td>
<td>26</td>
</tr>
<tr>
<td>Pace School</td>
<td>27</td>
</tr>
<tr>
<td>The Pathway School</td>
<td>28</td>
</tr>
<tr>
<td>Pennsylvania School for the Deaf</td>
<td>30</td>
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<tr>
<td>Pressley Ridge Day School</td>
<td>31</td>
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<tr>
<td>Pressley Ridge School for the Deaf</td>
<td>32</td>
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<tr>
<td>SCHOOL</td>
<td>AUT/PDD</td>
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<td>----------------------------------------------------------</td>
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<td>ACLD Tillotson School</td>
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<td>Camphill Special Schools, Inc.</td>
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<td>Centennial School</td>
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<tr>
<td>The Day School at The Children's Institute</td>
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<tr>
<td>Clarke School for Hearing and Speech</td>
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<tr>
<td>Community Country Day School</td>
<td></td>
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<tr>
<td>Davidson School (Elwyn)</td>
<td>3-21R</td>
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<tr>
<td>Delta School</td>
<td>4-21</td>
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<tr>
<td>DePaul School for Hearing and Speech</td>
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<tr>
<td>Barber National Institute</td>
<td>3-21</td>
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<tr>
<td>Easter Seal Society of Western PA</td>
<td>2-8</td>
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<tr>
<td>Easter Seals of Southeastern PA (Philadelphia Area)</td>
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<td>Education Center at the Watson Institute</td>
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<tr>
<td>George Crothers Memorial School</td>
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<td>Green Tree School</td>
<td>4.7-21</td>
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<tr>
<td>HMS School for Children with Cerebral Palsy</td>
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</tr>
<tr>
<td>Martin Luther School</td>
<td>5-14.5</td>
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<td>Melmark School</td>
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<td>Overbrook School for the Blind</td>
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<td>Pace School</td>
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<td>The Pathway School</td>
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<tr>
<td>Pennsylvania School for the Deaf</td>
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<td>Pressley Ridge School for the Deaf</td>
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</tr>
<tr>
<td>Institution</td>
<td>Code</td>
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<tr>
<td>------------------------------------------------------</td>
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<tr>
<td>Royer-Greaves School for Blind*</td>
<td>4.7-21R</td>
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<td>The Timothy School</td>
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<tr>
<td>The Valley Day School</td>
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<td>The Vanguard School</td>
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</tr>
<tr>
<td>The Vista School</td>
<td>3-21</td>
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<tr>
<td>The Watson Institute Friendship Academy</td>
<td>6-21</td>
</tr>
<tr>
<td>Wesley Spectrum Highland School</td>
<td>6-21</td>
</tr>
<tr>
<td>Western Pennsylvania School for Blind Children**</td>
<td>2-21R</td>
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<tr>
<td>Western Pennsylvania School for the Deaf</td>
<td>2-21R</td>
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<tr>
<td>Woods Services</td>
<td>4.7-21R</td>
</tr>
<tr>
<td>Wordsworth Academy</td>
<td>5-21R</td>
</tr>
</tbody>
</table>

*Blind with secondary exceptionalities including: CP, MD, ID, NI and SED.

** Blind with other exceptionalities including: CP, DF, MD, ID and NI.

NOTE: “R” indicates residential programs available.

---

**LEGEND**

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tr>
<td>AUT/PDD</td>
<td>Autism/Pervasive Developmental Disorder</td>
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<tr>
<td>BL</td>
<td>Blind</td>
</tr>
<tr>
<td>CP</td>
<td>Cerebral Palsy</td>
</tr>
<tr>
<td>DF</td>
<td>Deaf</td>
</tr>
<tr>
<td>MD</td>
<td>Muscular Dystrophy</td>
</tr>
<tr>
<td>ID</td>
<td>Intellectual Disability</td>
</tr>
<tr>
<td>NI</td>
<td>Neurologically Impaired</td>
</tr>
<tr>
<td>SED</td>
<td>Serious Emotional Disturbance</td>
</tr>
</tbody>
</table>
Appendix M. Directory of Resources for Parents of Children with Disabilities
Directory of Resources for Parents of Children with Disabilities

**ADA Center**
1 – State Agencies
State: Pennsylvania

**Mid-Atlantic ADA Center**
401 North Washington Street, Suite 450
Rockville, MD, 20805
(800) 949-4232 (V/TTY)
(301) 217-0124 (V/TTY)
adainfo@transcen.org
http://www.adainfo.org

**Assistive Technology**
1 – State Agencies
State: Pennsylvania

**Pennsylvania’s Initiative on Assistive Technology**
Institute on Disabilities
1755 N. 13th Street
Student Center, Room 411S
Philadelphia, PA, 19122
(800) 204-7428 (V, in PA)
(215) 204-1356 (V)
(866) 268-0579 (TTY, in PA)
(215) 204-1805 (TTY)
ATINFO@temple.edu
http://disabilities.temple.edu/programs/assistive/piat/

**Blind/Visual Impairments**
1 – State Agencies
State: Pennsylvania

**Bureau of Blindness and Visual Services**
Office of Vocational Rehabilitation
Department of Labor and Industry
1521 N. 6th Street
Harrisburg, PA, 17102
(800) 622-2842 (in PA)
(717) 787-6176
ddenotaris@state.pa.us
http://www.state.pa.us

**Career and Tech Ed**
1 – State Agencies
State: Pennsylvania

**Bureau of Career and Technical Education**
Division of Field Support
Department of Education
333 Market Street, 11th Floor
Harrisburg, PA, 17126-0333
(717) 787-5530
lburket@state.pa.us
http://www.pde.state.pa.us

**CHIP**

1 – State Agencies
State: Pennsylvania
*(health care for low-income uninsured children)*
Pennsylvania’s Children’s **Health Insurance** Program
(800) 986-5437
http://www.chipcoverspakids.com/

**D D Council**

1 – State Agencies
State: Pennsylvania
**Developmental Disabilities Council**
561 Forum Building, Commonwealth Avenue
Harrisburg, PA, 17120
(717) 787-6057
gmulhollan@dpw.state.pa.us
http://www.paddc.org

**Deaf-Blind**

1 – State Agencies
State: Pennsylvania
**Pennsylvania Deaf-Blind Project**
6340 Flank Drive, Suite 600
Harrisburg, PA, 17112-2764
(800) 360-7282 (in PA only)
(717) 541-4960, ext. 3115
http://www.pattan.net

**Deaf/Hard of Hearing**

1 – State Agencies
<table>
<thead>
<tr>
<th>Agency</th>
<th>Address</th>
<th>Phone Numbers</th>
<th>Email Address</th>
<th>Website Link</th>
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</thead>
<tbody>
<tr>
<td><strong>Office for the Deaf and Hard of Hearing</strong></td>
<td>1521 N. 6th Street, Harrisburg, PA, 17102</td>
<td>(800) 233-3008 (V/TTY in PA only) (717) 783-4912 V/TTY <a href="mailto:ra-li-ovr-odhh@state.pa.us">ra-li-ovr-odhh@state.pa.us</a></td>
<td><a href="http://www.dli.state.pa.us/odhh">http://www.dli.state.pa.us/odhh</a></td>
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<tr>
<td><strong>Developmental Disabilities</strong></td>
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<tr>
<td>1 – State Agencies</td>
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<tr>
<td><strong>Office of Developmental Program</strong></td>
<td>Department of Public Welfare</td>
<td>Health and Welfare Building, Room 502, P.O. Box 2675, Harrisburg, PA, 17105-2675</td>
<td>(717) 787-3700</td>
<td><a href="http://www.dpw.state.pa.us">http://www.dpw.state.pa.us</a></td>
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<tr>
<td><strong>Early Intervention</strong></td>
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<tr>
<td>1 – State Agencies</td>
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<tr>
<td><strong>Mediation</strong></td>
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<tr>
<td>1 – State Agencies</td>
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<tr>
<td><strong>Office for Dispute Resolution</strong></td>
<td>Office for Dispute Resolution</td>
<td>6340 Flank Drive, Suite 600, Harrisburg, PA, 17112</td>
<td>(717) 541-4960</td>
<td><a href="http://odr.pattan.net">http://odr.pattan.net</a></td>
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<tr>
<td><strong>Mental Health</strong></td>
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<tr>
<td>1 – State Agencies</td>
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</tbody>
</table>
State: Pennsylvania

Office of Mental Health and Substance Abuse Services
Department of Public Welfare
P.O. Box 2675
Harrisburg, PA, 17105-2675
(717) 787-6443
journey@state.pa.us
http://www.dpw.state.pa.us

Mental Health – Youth

1 – State Agencies
State: Pennsylvania
Bureau of Children’s Behavioral Health Services
Beechmont Building
P.O. Box 2675
Harrisburg, PA, 17105
(717) 705-8289
smrozowski@state.pa.us
http://www.dpw.state.pa.us/About/OMHSAS/003670533.htm

Preschool, Disabilities

1 – State Agencies
State: Pennsylvania
Bureau of Early Intervention Services
Office of Child Development and Early Learning
Department of Education and Public Welfare
333 Market Street, 7th Floor, PDE Building
Harrisburg, PA, 17126-0333
(800) 692-7288
spodder@state.pa.us
http://www.pde.state.pa.us

Protection & Advocacy

1 – State Agencies
State: Pennsylvania
Disability Rights Network of Pennsylvania
1414 N. Cameron Street, Suite C
Harrisburg, PA, 17103
(800) 692-7443 (in PA)
(717) 236-8110
(877) 375-7139 (TTY)
(717) 346-0293 (TTY)
drnpa@drnpa.org
Relay Services

1 – State Agencies
State: Pennsylvania
(800) 654-5988 (V)
(800) 654-5984 (TTY); 711 (TTY)
(800) 229-5746 (Speech to Speech – English)
(866) 260-9470 (Speech to Speech – Spanish)

Special Education

1 – State Agencies
State: Pennsylvania
Bureau of Special Education
Department of Education
333 Market Street, 7th Floor
Harrisburg, PA, 17126-0333
Special Education Consultline: (800) 879-2301(V/TTY)
(717) 783-6913
http://www.pde.state.pa.us

Special Format Library

1 – State Agencies
State: Pennsylvania
Free Library of Philadelphia
Library for the Blind and Physically Handicapped
919 Walnut Street
Philadelphia, PA, 19107
800-222-1754
(215) 683-3213
flpblind@library.phila.gov
http://lbph.library.phila.gov/

Special Health Care Needs

1 – State Agencies
State: Pennsylvania
Division of Community Systems Development and Outreach
Division of Child and Adult Health Services
Department of Health, 7th Floor, East Wing
Health & Welfare Building
7th & Forster Street
Harrisburg, PA, 17120
(800) 986-4550 – Special Kids Networks
State Web Site

1 – State Agencies
State: Pennsylvania
Connect with your state’s official website to find all manner of state agencies and information, including how to contact your governor and/or your representatives in the Senate and House:
http://www.state.pa.us/  Accessible Pennsylvania Online Disability Resource for Pennsylvanians
www.accessiblepa.state.pa.us

Transition Services

1 – State Agencies
State: Pennsylvania
Pennsylvania Training and Technical Assistance Network (PATTAN)
3190 William Pitt Way
Pittsburgh, PA, 15238
(800) 446-5607
(412) 826-6850
jpalmiero@pattan.net
http://www.pattan.net

UCEDD

1 – State Agencies
State: Pennsylvania
Institute on Disabilities/ UCEDD
Temple University
1755 N 13th Street, Suite 411
Howard Gittis Student Center, South Philadelphia, PA, 19122
(215) 204-1356 (V/TTY)
iod@temple.edu
http://disabilities.temple.edu

Vocational Rehabilitation

1 – State Agencies
State: Pennsylvania
Office of Vocational Rehabilitation
Department of Labor and Industry
1521 N. 6th Street
Harrisburg, PA, 17102
### Attention Deficit Disorder

2 – Disability-Specific Organizations  
State: Pennsylvania  

**To identify an ADD group in your state or locality, contact either:**

**Children and Adults with Attention-Deficit/Hyperactivity Disorder (CHADD)**  
8181 Professional Place, Suite 150  
Landover, MD, 20785  

(800) 233-4050  
(301) 306-7070  
http://www.chadd.org

**Attention Deficit Disorder Association (ADDA)**  
P.O. Box 7557  
Wilmington, DE, 19803-9997  
(800) 939-1019 (V/Fax)  
info@add.org  
http://www.add.org

### Autism

2 – Disability-Specific Organizations  
State: Pennsylvania  

**ABOARD (Advisory Board on Autism and Related Disorders)**  
35 Wilson Street, Suite 100  
Pittsburgh, PA, 15223  
(800) 827-9385  
(412) 781-4116  
info@aboard.org  
http://www.aboard.org
Autism

2 – Disability-Specific Organizations
State: Pennsylvania

**Autism Society of Pittsburgh**
4371 Northern Pike
Monroeville, PA, 15146-2837
(412) 856-7223
asapgh@aol.com
http://www.autismsocietypgh.org

**Autism Society of Greater Philadelphia**
1036 Nash Avenue
Lansdale, PA, 19446
(610) 358-5256
kasiwik@comcast.net
http://www.asaphilly.org

Blind/Visual Impairments

2 – Disability-Specific Organizations
State: Pennsylvania

**American Foundation for the Blind**
11 Penn Plaza, Suite 300
New York, NY, 10001
(800) 232-5463
(212) 502-7600
afbinfo@afb.net
http://www.afb.org

**Blind/Visual Impairments**

2 – Disability-Specific Organizations
State: Pennsylvania
National Federation of the Blind of Pennsylvania
42 S. 15th Street, Suite 222
Philadelphia, PA, 19102
(215) 988-0888
nfbofpa@att.net
http://www.nfbp.org

Cerebral Palsy
2 – Disability-Specific Organizations
State: Pennsylvania
United Cerebral Palsy of Pennsylvania
908 N. Second Street
Harrisburg, PA, 17103
(717) 441-6049, ext. 26
info@ucpofpa.org
http://www.ucpofpa.org

Epilepsy
2 – Disability-Specific Organizations
State: Pennsylvania
Epilepsy Foundation Western/Central Pennsylvania
Lifeswork
1323 Forbes Avenue, Suite 102
Pittsburgh, PA, 15219
(800) 361-5885
(412) 261-5880
pbeem@efwp.org
http://www.efwp.org

Epilepsy
2 – Disability-Specific Organizations
State: Pennsylvania
Epilepsy Foundation of Eastern Pennsylvania
919 Walnut Street, Suite 700
Philadelphia, PA, 19107-5237
(800) 887-7165 (in PA)
(215) 629-5003
efepa@efepa.org
http://www.efepa.org

Intellectual & Developmental Disabilities
Learning Disabilities

State: Pennsylvania

Learning Disabilities Association of Pennsylvania
4751 Lindle Road, Suite 114
Harrisburg, PA, 17111
(717) 939-3731
(888) 775-3272
http://www.ldapa.org

Mental Health

State: Pennsylvania

NAMI Pennsylvania
2149 N. Second Street
Harrisburg, PA, 17110
(800) 223-0500
(717) 238-1514
nami-pa@nami.org
http://namipa.nami.org

Mental Health

State: Pennsylvania

Family & Youth Support & Advocacy Division
Mental Health Association of Southeastern Pennsylvania
1211 Chestnut Street, 11th Floor
Philadelphia, PA, 19107
(800) 688-4226, ext. 513
(215) 751-1800, ext. 513
pin@pinofpa.org
http://www.pinofpa.org
## Speech, Language, and Hearing

2 – Disability-Specific Organizations  
State: Pennsylvania  
**Pennsylvania Speech-Language-Hearing Association**  
800 Perry Highway, Suite 3  
Pittsburgh, PA, 15229-1128  
(412) 366-9858  
psha@psha.org  
http://www.psha.org

## Spina Bifida

2 – Disability-Specific Organizations  
State: Pennsylvania  
**Spina Bifida Association of Greater Pennsylvania**  
215 E. State Street, Suite D  
Quarryville, PA, 17566-1242  
(888) 770-7272 (In PA)  
(717) 786-9280  
SBAofPA@aol.com  
http://www.geocities.com/SBAofgPA

## Tourette Syndrome

2 – Disability-Specific Organizations  
State: Pennsylvania  
**Pennsylvania Tourette Syndrome Association**  
132 W. Middle Street  
Gettysburg, PA, 17325  
(800) 990-3300 (In PA)  
(717) 337-1134  
sherrie@patsainc.org  
http://www.patsainc.org

## Community Parent Resource Center

3 – Organizations for Parents  
State: Pennsylvania  
(Serving American Street Empowerment Zone and providing intense training sessions to parents of children with disabilities in Philadelphia)  
**Hispanos Unidos para Ninos Excepcionales**  
(Philadelphia HUNE, Inc.)  
2200 N Second St  
Philadelphia, PA, 19133
Community Parent Resource Center  
3 – Organizations for Parents  
State: Pennsylvania  
(Serving rural Northwest Pennsylvania)  
The Mentor Parent Program, Inc.  
270 Mayfield Rd  
Clarion, PA, 16214  
(888) 447-1431 (in PA)  
(814) 226-4151  
info@mentorparent.org  
http://www.mentorparent.org

Parent Teacher Association (PTA)  
3 – Organizations for Parents  
State: Pennsylvania  
Pennsylvania Congress of Parents and Teachers, Inc.  
4804 Derry Street  
Harrisburg, PA, 17111  
(717) 564-8985  
info@papta.org  
http://www.papta.org

Parent Training and Information Center (PTI)  
3 – Organizations for Parents  
State: Pennsylvania  
Parent Education Network  
2107 Industrial Highway  
York, PA, 17402  
(800) 522-5827 (V/TTY) (In PA);  
(717) 600-0100;  
(800) 441-5028 (Spanish)  
pen@parentednet.org  
http://www.parentednet.org

Parent Training and Information Center (PTI)  
3 – Organizations for Parents  
State: Pennsylvania
<table>
<thead>
<tr>
<th><strong>Parent and Education Advocacy Leadership (PEAL) Center</strong></th>
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<tbody>
<tr>
<td>1119 Penn Avenue, Suite 400</td>
</tr>
<tr>
<td>Pittsburgh, PA, 15222-4205</td>
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<tr>
<td>(866) 950-1040</td>
</tr>
<tr>
<td>(412) 281-4404</td>
</tr>
<tr>
<td>(412) 281-4409 (TTY)</td>
</tr>
<tr>
<td><a href="mailto:info@pealcenter.org">info@pealcenter.org</a></td>
</tr>
<tr>
<td><a href="http://www.pealcenter.org">http://www.pealcenter.org</a></td>
</tr>
</tbody>
</table>

**Parent-To-Parent**

3 – Organizations for Parents  
State: Pennsylvania  
**Parent to Parent of Pennsylvania**  
6340 Flank Drive, Suite 600  
Harrisburg, PA, 17112-2764  
(888) 727-2706 (in PA)  
(717) 540-4722  
info@parenttoparent.org  
http://www.parenttoparent.org

**Partners in Policymaking**

3 – Organizations for Parents  
State: Pennsylvania  
**Institute on Disabilities/University Center for Excellence**  
Temple University  
University Services Building, Room 610  
1601 N. Broad Street  
Philadelphia, PA, 19122  
(215) 204-9395  
dianeb@temple.edu  
http://disabilities.temple.edu

**Independent Living**

4 – Other Disability Organizations  
State: Pennsylvania  
**To find out the contact information for the Statewide Independent Living Council (SILC) in your state, contact:**  
**Independent Living Research Utilization Project**  
The Institute for Rehabilitation and Research  
2323 South Sheppard, Suite 1000  
Houston, TX, 77019  
(713) 520-0232 (V)  
(713) 520-5136 (TTY)
To find out the contact information for centers for independent living (CILs) in your state, contact:
National Council on Independent Living
1710 Rhode Island Avenue, NW, 5th Floor
Washington, DC, 20036
(202) 207-0034 (V)
(202) 207-0340 (TTY)
ncil@ncil.org
http://www.ncil.org

Easter Seals Central Pennsylvania
383 Rolling Ridge Drive
State College, PA, 16801
(888) 372-7280
http://centralpa.easterseals.com/site/PageServer?pagename=PACN_homepage

Easter Seals Society of Western Pennsylvania
2525 Railroad Street
Pittsburgh, PA, 15222
Other

4 – Other Disability Organizations
State: Pennsylvania

MENTOR ABI Group – New Jersey
Rehabilitative and Support Services for Persons with Acquired Brain Injury
505 S. Lenola Road
Blason Office Plaza II, Suite 217
Mooresstown, NJ, 08057
(856) 235-5505

Other

4 – Other Disability Organizations
State: Pennsylvania

Neurofibromatosis Clinics Association
P.O. Box 14185
Pittsburgh, PA, 15239
(412) 795-3029
info@nfpittsburgh.org
http://www.nfpittsburgh.org

Other

4 – Other Disability Organizations
State: Pennsylvania

Pennsylvania Parents and Caregivers Resource Network
P.O. Box 4336
Harrisburg, PA, 17111-0336
(888) 572-7368 (in PA)
(717) 561-0098
info@ppcrn.org
http://www.ppcrn.org
Appendix N. Letter of Support from Bank
Appendix O. Letter Transmitting ACCESS Scores
Dear Parent / Guardian,

Attached is a report of your child’s English language proficiency scores from an assessment that was administered over the winter. The report details your child’s English language skills in the area of listening, speaking, reading and writing, a comprehension score (listening and reading scores combined) and an overall score. The assessment, called ACCESS for ELLs® – Assessing Comprehension and Communication in English from State to State for English Language Learners, is used throughout INSERT NAME OF YOUR STATE and in other states. This report identifies your child’s language skills in both social and academic English. Social language is used to communicate for everyday purposes. Academic language is used to communicate in the content of language arts, mathematics, science and social studies. Information on English language proficiency levels are also given at the bottom of the report.

Please Synergy Cyber Charter School if you have questions regarding this report. More information about this assessment can be found at: www.wida.us.

Thank you.

Elbert Sampson
Chief Executive Officer
Acceptable Use Policy

1 Overview

The purpose of this policy is to establish acceptable and unacceptable use of electronic devices and network resources at Synergy Cyber Charter School in conjunction with its established culture of ethical and lawful behavior, openness, trust, and integrity.

Synergy Cyber Charter School provides computer devices, networks, and other electronic information systems to meet missions, goals, and initiatives and must manage them responsibly to maintain the confidentiality, integrity, and availability of its information assets. This policy requires the users of information assets to comply with company policies and protects the company against damaging legal issues.

2 Scope

All employees, contractors, consultants, temporary and other workers at Synergy Cyber, including all personnel affiliated with third parties must adhere to this policy. This policy applies to information assets owned or leased by the school, or to devices that connect to the school’s network or reside at the school’s site.

3 Policy Statement

3.1 General Requirements

3.1.1 All users are responsible for exercising good judgment regarding appropriate use of Synergy Cyber Charter School’s resources in accordance with its policies, standards, and guidelines. Synergy Cyber Charter School’s resources may not be used for any unlawful or prohibited purpose.

3.1.2 For security, compliance, and maintenance purposes, authorized personnel may monitor and audit equipment, systems, and network traffic per the Audit Policy. Devices that interfere with other devices or users on the school’s network may be disconnected. Information Security prohibits actively blocking authorized audit scans. Firewalls and other blocking technologies must permit access to the scan sources.

3.2 System Accounts

3.2.1 You are responsible for the security of data, accounts, and systems under your control. Keep passwords secure and do not share account or password information with anyone, including other personnel, family, or friends. Providing access to another individual, either deliberately or through failure to secure its access, is a violation of this policy.
3.2.2 You must maintain system-level and user-level passwords in accordance with the Password Policy.

3.2.3 You must ensure through legal or technical means that proprietary information remains within the control of Synergy Cyber at all times. Conducting school business that results in the storage of proprietary information on personal or non-school controlled environments, including devices maintained by a third party with whom Synergy Cyber does not have a contractual agreement, is prohibited. This specifically prohibits the use of an e-mail account that is not provided by Synergy Cyber, or its customer and partners, for company business.

3.3 Computing Assets

3.3.1 All users are responsible for ensuring the protection of assigned school assets that includes the use of computer cable locks and other security devices, if distributed. Laptops left at Synergy Cyber overnight must be properly secured or placed in a locked drawer or cabinet. Promptly report any theft of school or personal assets to a school administrator.

3.3.2 All PCs, PDAs, laptops, and workstations must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.3.3 Devices that connect to the Synergy Cyber Charter School network must comply with the Minimum Access Policy.

3.4 Network Use

You are responsible for the security and appropriate use of Synergy Cyber Charter School network resources under your control. Using school resources for the following is strictly prohibited:

3.4.1 Causing a security breach to either Synergy Cyber or other network resources, including, but not limited to, accessing data, servers, or accounts to which you are not authorized; circumventing user authentication on any device; or sniffing network traffic.

3.4.2 Causing a disruption of service to Synergy Cyber Charter School or any other network resource for malicious purposes.

3.4.1 Violating copyright law, including, but not limited to, illegally duplicating or transmitting copyrighted pictures, music, video, and software.

3.4.2 Exporting or importing software, technical information, encryption software, or technology in violation of international or regional export
control laws.

3.4.3 Use of the Internet or Synergy Cyber network that violates the school’s policies, or local laws.

3.4.4 Intentionally introducing malicious code, including, but not limited to, viruses, worms, Trojan horses, e-mail bombs, spyware, adware, and keyloggers.

3.4.5 Port scanning or security scanning on a production network unless authorized in advance by Information Security.

3.5 Electronic Communications
The following are strictly prohibited:

3.5.1 Inappropriate use of communication vehicles and equipment, including, but not limited to, supporting illegal activities, and procuring or transmitting material that violates Synergy Cyber policies against harassment or the safeguarding of confidential or proprietary information.

3.5.2 Sending Spam via e-mail, text messages, pages, instant messages, voice mail, or other forms of electronic communication.

3.5.3 Forging, misrepresenting, obscuring, suppressing, or replacing a user identity on any electronic communication to mislead the recipient about the sender.

3.5.4 Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

3.5.5 Use of a Synergy Cyber e-mail or IP address to engage in conduct that violates school policies or guidelines. Posting to a public newsgroup, bulletin board, or listserv with a Synergy Cyber Charter School e-mail or IP address represents the school to the public; therefore, you must exercise good judgment to avoid misrepresenting or exceeding your authority in representing the opinion of the company.

3.5.6 Exporting or importing software, technical information, encryption software, or technology in violation of international or regional export control laws.

3.5.7 Intentionally introducing malicious code, including, but not limited to, viruses, worms, Trojan horses, e-mail bombs, spyware, adware, and keyloggers.

3.5.8 Port scanning or security scanning on a production network unless authorized in advance by Information Security.
3.6 Electronic Communications

The following are strictly prohibited:

3.6.1 Inappropriate use of communication vehicles and equipment, including, but not limited to, supporting illegal activities, and procuring or transmitting material that violates Synergy Cyber policies against harassment or the safeguarding of confidential or proprietary information.

3.6.2 Sending Spam via e-mail, text messages, pages, instant messages, voice mail, or other forms of electronic communication.

3.6.3 Forging, misrepresenting, obscuring, suppressing, or replacing a user identity on any electronic communication to mislead the recipient about the sender.

4 Enforcement

An member of the school community found to have violated this policy may be subject to disciplinary action, up to and including termination of employment or expulsion from school. A violation of this policy by a temporary worker, contractor or vendor may result in the termination of their contract or assignment with Synergy Cyber Charter School.
Appendix Q. Petitions for Support
BUSINESS SERVICES AGREEMENT

BETWEEN

SYNERGY CYBER CHARTER SCHOOL

AND

CHARTER CHOICES, INC.

BUSINESS SERVICES AGREEMENT

THIS BUSINESS SERVICES AGREEMENT (this “Agreement”) is made as of September 30, 2013 (the “Effective Date”) by and between SYNERGY CYBER CHARTER SCHOOL, INC., a Pennsylvania non-profit corporation (“Charter School” or “School”), and CHARTER CHOICES, INC, a Pennsylvania Corporation (“Manager”).

Background

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

Terms

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

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

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

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

2. Term. The term of this Agreement (the “Term”) shall commence on the 1st of July 2014 and expire on June 30, 2017; provided, however, that the Term shall be subject to earlier termination pursuant to and in accordance with the terms of Section 11.

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

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

3.3 **Specific Duties.**

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

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

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

(d) **Accounting Services.**
• **Accounts Payable and Receivable Services.** Based on a PDE-compliant chart of accounts and at the direction and review by the Board of Trustees, Charter Choices will perform accounts payable and accounts receivable functions for the school. All entries to the general ledger will be made in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). Specifically, your Charter Choices team will:

  o Maintain a Chart of Accounts consistent with that required by the Pennsylvania Department of Education (PDE).
  o Monitor Accounts Receivable in relation to budget.
  o Manage and assist in student district and grant billing procedures to ensure the school receives all revenues and grant funds to which it is entitled.
  o Track legally-restricted revenues, grants, and other special accounts and associated expenditures separately in accounting system.
  o Record and process deposits, ensuring an appropriate segregation of duties.
  o Process Accounts Payable; prepare checks for invoices, ensuring that timely payment is made and that all payment discounts are taken where feasible.
  o Track 1099 vendors and prepare and submit 1099 reporting.
  o Reconcile cash accounts, approved and identified by the Board of Trustees, on a monthly basis.
  o Maintain asset depreciation schedules.

• **Payroll Services.** No single financial function at a charter school affects teacher and staff morale as directly as payroll. Under the proposed engagement and based on Board approval, Charter Choices will:

  o Interface with a payroll company and School management to ensure that appropriate withholdings, taxes, and deductions are applied to employee earnings.
  o Calculate, review and implement salary adjustments based on information from School management.
  o Process all employee W-2 reports.
  o Prepare Employee Retirement System monthly and quarterly reporting and issue timely employee and employer payments to the system. If Synergy is required to use the PSERS retirement system then the above applies to PSERS.
As requested, present payroll policies and processes to staff at the beginning of the year and address questions and concerns related to payroll with individual teachers and staff as needed.

Periodically, facilitate the School’s evaluation and selection of a payroll vendor based on considerations of cost and quality of service. The School shall assume the cost and final selection of the payroll service provider.

- **PDE, Federal Grant, and Tax Reporting.** Reports submitted to the state and federal agencies are among the most complex and carefully scrutinized documents required of charter schools. **Working with School management and based on Board approval,** Charter Choices will:

  o Based on the Board-approved annual budget, prepare and submit the Final General Fund Budget to PDE (PDE-2028).
  
  o Prepare and submit grant budgets, quarterly cash-on-hand reports of disbursements (PDE-2030), and Final Expenditure Reports (PDE-5040) for grants administered by the PDE, including those for the Title I and Title II.
  
  o Prepare audit work papers for the fiscal year end and work with auditors to complete the audit engagement.
  
  o Prepare the Annual Financial Report (AFR; PDE-2057) submitted to PDE.
  
  o Prepare and submit federal form 990 to the IRS.
  
  o Oversee preparation for periodic federal programs audits.

- **Internal Reporting and Budgeting.** Working with the administration and Board of Trustees, Charter Choices will support effective decision-making by the School’s Board and management by completing the following tasks:

  o Prepare the School’s annual budget, coordinating with school staff, management and the Board to obtain information for the building of appropriate estimates.
  
  o Present monthly financial reports to the Board, to include:

    a. A statement of financial position (balance sheet) as of the end of the previous month;
    
    b. A statement of activities (income statement) for the year to date, including comparison of actual results to budget;
    
    c. A prospective statement of activities presenting expected results of operations at year-end with comparison to the annual budget;
    
    d. A monthly listing of disbursements;
e. A narrative highlighting key financial developments and trends for the Board;

f. Additional reports as needed, including short-term cash flow projections in any periods of low cash balances.
   o Develop and maintain a five-year financial model to inform the School’s long-term strategic planning, updating the model at least annually.
   o Generate ad hoc analyses as needed to provide management with actionable financial information.


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

4.2 **Request for Reimbursement for School Health Services:** Manager will collaborate with the School’s nursing staff and Director of Operation to complete and submit the Request for Reimbursement for School Health Services. This report will be submitted by Manager to the Pennsylvania Department of Health each year via the School Health Annual Reimbursement Request System (SHARRS).

4.3 **Board Training.** Manager will provide a half-day training to School Board of Trustees on mutually agreed upon governance issues, as well as a review of the renewal process and preparation for Board interviews. Training will take place in fall/winter 2014.

4.4 **Financial Statements and Audits.** Provided that Charter School supplies Manager with necessary relevant data and other information, Manager shall report to Charter School at least five (5) business days prior to the Board’s regularly scheduled monthly meetings for the proceeding month, in writing with monthly balance sheets, statements of income, and
sources and uses of funds with respect to Charter School for such month and cumulatively for the fiscal year to date.

For each fiscal year the School operates, **School shall select and engage**, at Charter School’s expense, an independent public accounting firm to perform an audit of the books and records maintained for the Charter School as required by applicable Laws. Such audit shall be completed and a report shall be furnished within ninety (90) days after the end of each such fiscal year.

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

**5. Operating Expenses and Budgets.**

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

**5.2 Approved Operating Budget.** Within 30 days after receiving a Proposed Operating Budget, Board shall communicate to Manager, CEO and Principal any changes, additions or deletions it believes should be made in such Proposed Operating Budget. Manager shall incorporate such changes from the Board and the final version of the budget will be subject to the approval of the Board (the "**Approved Operating Budget**").
5.3 **Adjustments.** After agreement upon an Approved Operating Budget, Manager and Charter School shall endeavor to cause the operations of the School to be conducted within the Approved Operating Budget. It is understood, however, that each Approved Operating Budget will be an estimate only and that unforeseen circumstances (such as, but not limited to, the costs of labor, material, services and supplies, casualty, operation of law, or economic and market conditions) may make adherence to the Approved Operating Budget impracticable, and departures therefrom may be required due to causes of the foregoing nature or for other business reasons.

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

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

6.1 **Management Fee.** In consideration of Manager’s services hereunder, Charter School shall pay to Manager an annual management fee (the "Management Fee" or “Management Fees”). Such fee shall be 4% of the School’s federal, state and local revenues.

6.2 If requested, Compliance Reporting (PIMS) - $50 per unique enrollment per fiscal year based on ADM, with a minimum of $12,500.

6.3 If requested, Annual Report Support - $10,000.

The Management Fee shall be payable within seven (7) days of receiving a uni-pay from the Pennsylvania Department of Education, commencing July 1, 2014, and continuing with each uni-pay thereafter during the Term. The monthly installments shall be reconciled with the School’s actual revenues at the end of each fiscal year. The Term shall automatically renew for an additional term unless either party to this Agreement gives notice of non-renewal by April 30, 2017. Payment of the Management Fees to Manager shall be separate from and in addition to any reimbursements and any other amounts if required to be paid by Charter School under this Agreement or otherwise.

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

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

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

6.3 Operating Accounts. Charter School will establish and maintain one or more accounts with one or more financial institutions, which are reasonably satisfactory to Charter School (the “Operating Accounts”). All gross revenues of the Charter School are to be deposited into the Operating Accounts, and all Expenses (including payments due to Manager on account of Management Fees and reimbursements of Expenses) are to be paid out of the Operating Accounts for and on behalf of Charter School to the extent of available funds. The Operating Accounts shall be used exclusively in connection with the operation of the School and the performance of the terms and conditions of this Agreement. The School shall designate, as authorized signatories on such accounts, such employees of Manager as the School determines in its discretion.

7. School Name. The name of the School shall be “Synergy Cyber Charter School”.

8. Indemnification.

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

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

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

9.1 Workers’ Compensation Insurance. Each party will maintain workers’ compensation insurance as required by law, covering its respective employees.

9.2 Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article IX. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.
10. **Limitations of Liabilities.** The Charter School will assert all immunities and statutory limitations of liability in connection with any claims arising from this Agreement. In no event shall Manager or Charter School, its respective members, partners, principals, Board members or employees be liable for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the amount due to Manager from Charter School under this Agreement. In no event shall Manager or Charter School, its respective members, partners, principals, Board members or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, damages which are a multiple of compensatory damages, fines, penalties, costs, expenses, judgments or awards arising from acts deemed uninsurable by law, or losses (including, without limitation, lost profits and opportunity costs).

11. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

14. Notices. Unless otherwise expressly stated, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to be properly given if transmitted by messenger, overnight courier service or first class certified mail (return receipt requested), in each case postage or other charges prepaid, addressed to the other party at the address shown below. Any party may change such address by notice given in such manner. All notices shall be effective upon receipt or refusal of deliver.
15. **Further Assurances.** Manager and Charter School agree to perform such further acts and execute and deliver any documents as may be required by any provision of this Agreement and applicable laws.

16. **Dispute Resolution: Remedies.**

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

16.2 **Arbitrators.** At any time following the 30th day after delivery of an Arbitration Notice, either party (for purposes of this Section 16, the "First Party") may give notice to the other party (for purposes of this Section 16, the "Second Party") that it has designated an arbitrator. Within 20 days of the delivery of the aforesaid notice of designation the Second Party shall be required to designate a second arbitrator and to notify the First Party of such designation. Within 20 days of the designation of the second arbitrator, the two designated arbitrators shall meet and shall jointly designate a third arbitrator. Arbitrators shall be qualified by education and experience in the subject matter of the Dispute and issues to be arbitrated. The arbitrator designated by the party-appointed arbitrators shall be the Chairman of the arbitration panel. A determination by a majority of the panel shall be binding upon and enforceable against each party. If for any reason (i) the Second Party shall fail timely to designate an arbitrator after notice of designation is delivered by the First Party or (ii) the two party-appointed arbitrators fail timely to designate a third arbitrator, or the third arbitrator shall fail for any reason to serve, said arbitrator(s) shall be designated by the American Arbitration Association upon the demand of either Party.
16.3 Arbitration Proceedings. All proceedings before the arbitrators shall be held in Montgomery County, Pennsylvania. The parties agree that any Dispute being resolved by arbitration hereunder shall be determined pursuant to the provisions set forth herein and pursuant to the applicable commercial arbitration rules of the American Arbitration Association then in effect insofar as such rules are not inconsistent with the provisions set forth herein. The authority of the arbitrators shall be limited to the specific Dispute and related issue(s) in controversy as designated by the parties.

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

18. Miscellaneous.

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

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

18.3 Headings. Titles and headings of the sections of this Agreement are for convenience of reference only and do not form a part of and shall not in any way affect the interpretation of this Agreement.
18.4 **Amendment.** No modifications or amendments of this Agreement shall be valid unless in writing and executed by both parties to this Agreement.

18.5 **Assignment.** Neither party hereto shall assign or otherwise convey any of its rights, titles or interests under this Agreement without the prior written consent of the other party hereto (which consent shall not be unreasonably withheld).

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

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

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

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

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

18.11 **Authority to Bind.** The undersigned signatories each represent and warrant, independent of the other, and on behalf of the respective party for whom they have executed this Agreement, that they have the authority to execute and deliver this Agreement on behalf of such respective party, that this Agreement represents the valid and binding obligations of such respective party, and that the respective parties hereto have each taken all appropriate corporate and Charter School action as is necessary or required for the validity and enforceability of this Agreement.
18.12 **Certain Definitions.** Whenever the terms “Board,” “CEO,” “Principal,” and “Administration” are used in this Agreement, such terms shall be deemed to mean and include the Charter School acting through the Board, CEO, Principal, or Administration, as the case may be.

19. **FERPA and Confidential Information.**

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

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

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

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

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

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

**SYNERGY CYBER CHARTER SCHOOL, INC.**

By: ________________________________

Name: ______________________________

Authorized Officer

**CHARTER CHOICES, INC.**

By: ________________________________

Michael A. Whisman, CPA
Appendix S.

Included by Reference to Website
Comparison: Chapter 14 Special Education Services and Programs State Regulations and Part 300 Individuals with Disabilities Education Act Federal Regulations
http://drnpa.org/File/publications/chapter-14-special-education-services--comparison-.pdf
Appendix T.

Included by Reference to Website
Placement Options for Special Education
http://www.portal.state.pa.us/portal/server.pt/community/pa_codes/7501/placement_options_for_special_education/507357
Appendix U. Bylaws
Name, Objects and Purposes, Mailing Address, Corporate Seal, and Fiscal Year

Name. The name of this nonprofit corporation shall be SYNERGY CYBER CHARTER SCHOOL, hereafter referred to as the “Charter School.”

Objectives and Purposes. The objectives and purposes of the Charter School are: (1) to provide quality public education for children without regard to race, color, ethnic origin, religion, disability, sex or sexual orientation and to advance the interests of public school students through the promotion and advocacy of community schools; (2) to stimulate the development of innovative programs in public education; (3) to provide opportunities for innovative learning and assessments; (4) to provide parents and students with greater options in choosing a public school; and (5) to hold teachers, parents, and school administrators accountable for the student educational process. The Charter School is incorporated under the Nonprofit Corporation Law of 1988, as amended, of the Commonwealth of Pennsylvania, and shall be organized and operated exclusively for charitable, scientific, literary and educational purposes permitted within the scope of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including the purposes specified in Act No. 1997-22 of the General Assembly of the Commonwealth of Pennsylvania known as and referred to herein as the “Charter School Law.” In furtherance of these purposes, the Charter School may exercise all rights and powers conferred by the laws of the Commonwealth of Pennsylvania upon nonprofit corporations and schools formed pursuant to the Charter School Law.

Mailing Address. The mailing address of the Charter School shall be:

SYNERGY CYBER CHARTER SCHOOL
818 Allegheny River Boulevard
Oakmont, PA 15139

The Board of Trustees may change this address as necessary.

Fiscal Year. The fiscal year of the Charter School, unless otherwise decided by the Trustees, shall end on June 30 of each calendar year.
Corporate Seal. The Trustees may adopt and alter the corporate seal.

Membership. Unless or until the Articles of Incorporation of the corporation are amended to provide otherwise, Charter School shall have no members. Any provision of law requiring notice to, the presence of, or the vote, consent or other action by members of the corporation in connection with such matter shall be satisfied by notice to, the presence of, or the vote, consent or other action by the Board of Trustees. No certificates of membership shall be issued at any time.

II. Board of Trustees

Composition. The Board of Trustees shall be composed of 9 members.

Election of Trustees. Nomination of all Trustees will be made by the Nominating Committee. Nominations will be placed before the Charter School Board of Trustees at the annual meeting. The Trustees will cast an open, public ballot.

Initial Appointment of Trustees. The initial Trustees will be appointed by those who incorporate the Charter School, with the appointments to become effective upon incorporation and shall continue until the end of the terms specified pursuant to provisions hereunder. The terms of the initial Trustees shall be staggered so that the terms of three of the Trustees expire in two years. Terms shall be assigned to individual initial Trustees by lot.

Tenure. Each Trustee, after the initial Trustees, shall hold office for three years, unless the Trustee dies, resigns, is removed, or becomes disqualified. The term of office of each Trustee, after the initial Trustees, shall be for a period effective upon appointment and qualification and ending three years after the expiration of the term which such Trustee is appointed to fill.

Resignation. Any Trustee may resign by delivering a written resignation to the Board of Trustees. Such resignation shall become effective upon receipt unless it is specified to be effective at some time later.
Vacancies. Any vacancies on the Board of Trustees shall be filled by a vote of the Board of Trustees. Each trustee so elected to fill a vacancy shall hold office for the remainder of the predecessor’s unexpired term.

If a trustee resigns by giving notice specifying that such resignation shall be effective at a future time, the Board of Trustees shall have the power to elect a successor to take office when the resignation shall become effective.

Authority. The Board shall have and exercise the corporate powers prescribed by the laws of the Commonwealth of Pennsylvania, and more particularly described in the Charter School Law and the Charter (the “Charter”) of the Charter School. The essential function of the Board shall be policy making, the assurance of sound management, and active participation in the provision of necessary funds. The Board has ultimate responsibility to determine general, academic, financial personnel and related policies deemed necessary for the administration and development of the Charter School in accordance with its stated purposes and goals. More specifically, the Board’s authority shall be, without limitation:

i. to approve policies and procedures regarding employment, including but not limited, to appointment, promotion, contracts, leaves of absence, fringe benefits, qualifications of professional and nonprofessional staff, professional development and dismissal of employees;

ii. to adopt the curriculum or courses of study and text books;

iii. to authorize the acquisition, management and disposition of all property and physical facilities, having due respect for the corporate purpose, including the construction renovation and upkeep of the physical plant. As prescribed by the Charter School Law, the Board and contractors shall be restricted and subject to certain statutory requirements governing construction projects as set forth in Section 1715-A (10) of the Public School Code of 1949, as amended 24 P.S. 17-1715-A;

iv. to approve institutional documents and policy statements at the Board’s discretion to assure compliance with the Articles of incorporation, By-Laws, Charter, and Board Policy;

v. to sue and be sued, complain and defend and participate as a party or otherwise, but only to the same extent and upon the same
condition that political subdivisions and local agencies can be sued;

vi. to make contracts and leases for the procurement of services, equipment, and supplies;

vii. to incur temporary debts in anticipation of the receipt of funds;

viii. to solicit and accept any gifts or grants for Charter School purposes;

ix. to establish the annual academic calendar;

x. to adopt and approve the annual budget and to make revisions therein;

xi. to establish enrollment policies and procedures;

xii. to adopt and approve policies and procedures to assess student achievement;

xiii. to approve or ratify all contracts as determined by the policy on contracting;

xiv. to be final arbiter of all disciplinary matters;

xv. to authorize any annual audit by an independent certified public accountant;

xvi. to fix the salary or other compensation of the Chief Executive Officer, Principals, teachers, and other employees of the Charter School;

xvii. to approve all personnel actions;

xviii. to designate depositories of Charter School funds;
to have and exercise all of the powers and means appropriate to effect the purpose or purposes for which the Charter School is chartered; and

xx. to have and exercise all other powers enumerated in the Nonprofit Corporation Law or otherwise vested by law in the corporation and not consistent with the Charter School Law.

The Board of Trustees may, from time to time, authorize the making, signature or endorsement of checks, drafts, notes and other negotiable paper or other instruments for the payment of money and designate the persons who will be authorized to make, sign or endorse the same on behalf of the Board.

All material contracts, conveyances and other instruments may be executed on behalf of the Board by the Chairman or any Vice Chairman, and, if necessary, attested by the Secretary or the Treasurer.

Compensation. Trustees will serve without compensation but may be reimbursed for actual, reasonable and necessary expenses incurred by a Trustee in his capacity as a Trustee.

III. Meetings

Annual Meeting. The annual meeting of the Trustees of the Board will be held in the school’s office on the first Wednesday of July of each year, or at any other place and date as designated by the Board of Trustees for the purpose of installing Trustees and electing officers for the ensuing year and for the transaction of other business properly brought before the meeting.

In the event that the annual meeting is not held on the specified day, the Trustees may hold a special meeting in place thereof, and any business transacted or elections held at such meeting shall have the same force and effect as if transacted or held at the annual meeting, provided that notice is given for the meeting and the notice indicates that the special meeting shall be in place of the annual meeting. At the Annual Meeting, the President and Treasurer shall present an annual report which shall set forth:

1. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year immediately preceding the date of the report;

2. *The principal changes in assets and liabilities including trust funds, during the year*
immediately preceding the date of the report;

3. The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation;

4. The expenses or disbursements of the corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation;

5. The capital budget and the operating budget for the corporation’s current fiscal year;

6. A schedule of proposed major activities for the current fiscal year; and

7. A summary of the corporation’s compliance with the laws and regulations of federal, state and local governmental agencies and with the standards, rules and regulations of the various accrediting and approval agencies.

Regular Meetings. Regular meetings of the Board of Trustees may be held without notice if the time and place of the meeting has been determined by resolution of the board. At least one regular meeting of the board must be held each year.

Special Meetings. Special meetings of the board of Trustees may be called by the Chairman and will be called by the Chairman or Secretary at the direction of not less than two Trustees or as may otherwise be provided by law. Special meetings will be held in the school’s office unless otherwise directed by the Chairman or Secretary and stated in the notice of meeting. Any request for a meeting by the Trustees must state the purpose or purposes of the proposed meeting.

Notice of Meeting. Except as otherwise provided by these Bylaws or by law, written notice containing the time and place of all meetings of the Board of Trustees will be given either personally or by mail to each Trustee not less than ten days before a regular meeting and not less than two days before a special meeting. Notice of a regular meeting need not state the purpose or purposes of the meeting nor the business to be transacted at the meeting. Notice of a special meeting must state the purpose or purposes of the meeting.

Attendance of a Trustee at a meeting constitutes a waiver of notice of the meeting, except where the Trustee attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.
Quorum and Voting. Five (5) Trustees will constitute a quorum at any meeting. No motion or action will carry with a mere majority of the quorum present. In order to a motion or action to constitute an action of the Board of Trustees, an affirmative vote of 5 members of the Board of Trustees will be required unless the vote of a larger number is required by law or by other sections of these Bylaws or the Articles of Incorporation.

Conduct at Meetings. Meetings of the Trustees will be presided over by the Chairman. The Secretary or an Assistant Secretary of the Board or, in their absence, a person chosen at the meeting will act as Secretary of the meeting.

Telephonic Conferences. A Trustee may participate in a meeting of Trustees by conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

Open Meetings Act. All meetings of the Board of Trustees of the Charter School where actions are formally presented for approval shall be held as public meetings as described in the Sunshine Act, 65 P.S. 271, et seq., Act of July 3, 1986, P.L. 388, as amended (the “Sunshine Act”). Notices of all meetings shall be given in the manner described in the Sunshine Act.

Budgets. The Board of Trustees will have exclusive control of the budget. The Board will prepare and publish an annual budget.

IV. Officers

Election or Appointment. The Board of Trustees will elect/reelect or appoint/reappoint a Chairman, a Secretary and a Treasurer of the Board at each annual meeting and may elect a Vice Chairman, Assistant Secretary and Assistant Treasurer. The same person may hold any two or more offices, but no officer will execute, acknowledge or verify any instrument in more than one capacity. The Trustees may also appoint any other officers and agents as they deem necessary for accomplishing the purposes of the Board.

Term of Office. The term of office of all officers will commence upon their election/reelection or appointment/reappointment and will continue until the next annual meeting of the Board and until their respective successors are chosen or until their resignation or removal. Any officer may be removed from office at any meeting of the Board of Trustees, with or without cause, by the affirmative vote of a majority of the Trustees then in office, whenever in their judgment the best interest of the Board will be served.
An officer may resign by written notice to the Board of Trustees. The resignation will be effective upon its receipt by the Board or at a subsequent time specified in the notice of the resignation.

Chairman. The Chairman will be the chief executive officer of the Board of Trustees and will have general and active management of the activities of the Board. The Chairman will see that all orders and resolutions of the Board of Trustees are carried into effect. The Chairman will execute all authorized conveyances, contracts or other obligations in the name of the Board except where required by law to be otherwise signed and executed and except where the signing and execution is expressly delegated by the Board of Trustees to some other person. The Chairman will preside at meetings of the Board of Trustees and in his absence, the Board of Trustees present at the meeting will designate another presiding officer.

Vice Chairman. The Vice Chairman will, in the absence or disability of the Chairman, perform the duties and exercise the powers of the Chairman and will perform any other duties prescribed by the Board of Trustees or the Chairman.

Secretary. The Secretary will attend all meetings of the Board of Trustees and record the minutes of all proceedings in a book to be kept for that purpose. The Secretary will give or cause to be given notice of all meetings of the Board of Trustees for which notice may be required, including notices required under the Open Meetings Act, and will perform any other duties prescribed by the Board of Trustees.

Treasurer. The Treasurer will oversee the financial activities of the board. The Treasurer will perform all duties incident to the office of Treasurer and other administrative duties as may be prescribed by the Board of Trustees. All books, papers, vouchers, money and other property of whatever kind belonging to the Board which are in the Treasurer’s possession or under his control will be returned to the Board at the time of his death, resignation or removal from office.

Assistant Secretaries and Assistant Treasurers. The Assistant Secretary and the Assistant Treasurer, respectively, in the absence of the Secretary or Treasurer, as the case may be, will perform the duties and exercise the powers of the Secretary or Treasurer and will perform any other duties prescribed by the Board of Trustees.

Removal of Officers. Any elected or appointed officer may be removed from office for failure to perform or for conduct detrimental to the Charter School, by a two-thirds vote of the Board of Trustees, after thirty days written notice to the officer in question. The officer is entitled to a hearing before the Board of Trustees or before a hearing officer designated by the Board of Trustees prior to a vote of a call for removal.
V. Committees

Executive Committee

The Executive Committee shall consist of the Chairman, Vice Chairman, Vice President, Secretary, Treasurer, a Trustee at large and the Chief Executive Officer who shall be a non-voting member. The Executive Committee shall be responsible for making recommendations to the full Board concerning the overall operation of the school, including but not limited to personnel and facilities. The Executive Committee has the responsibility for making recommendations for the selection, compensation, evaluation, and termination of the Chief Executive Officer. It shall also have the power to act on behalf of the Board in emergency situations when it would be impractical to convene a special meeting of the Board prior to taking necessary action. In such emergencies, the Executive Committee may act with such authority and within the scope of such guidelines as have been previously established by the Board. The Chairman of the Board shall act as the Chair of the Executive Committee.

The Executive Committee, subject to those limitations as may be required by law or imposed by resolution of the Board of Trustees, may exercise all powers and authority of the Board of Trustees in the management of the business and affairs of the Board between meetings of the Board of Trustees, except that such Executive Committee will not have power or authority to:

1. Amend the Articles of Incorporation;
2. Adopt an agreement of merger or consolidation;
3. Approve the sale, lease or exchange of all or substantially all of the Board’s property and assets;
4. Approve the dissolution of the Corporation or a revocation of a dissolution;
5. Amend the Bylaws of the Board;
6. Fill vacancies on the Board; or
7. Fix compensation of the Trustees for serving on the board or on a committee.

Standing Committees. The Board of Trustees addresses specific issues pertinent to the governance of the school through nine (9) Standing Committees. Those committees are:

Standing Committees
Nominating Committee
The Chairman shall, with the advice and consent of the Board, appoint a Nominating Committee of three or more trustees.

Policy And Curriculum Committee
The Policy and Curriculum Committee shall consist of a Chairman, at least two Trustees. This committee will formulate policies that govern all aspects of the operation of Synergy Cyber and serve as expressions of rules and regulations to which all will adhere. In curriculum, this committee will produce or cause to have produced those resources to be used to facilitate the academic excellence of the Charter School by offering advice and consultation to the Chief Administrative Officer on curriculum matters.

Finance Committee
The Finance Committee shall consist of the Vice President, as Chair, and three to five additional Trustees. It shall study the school’s finances, develop relevant plans, prepare the annual budget, recommend an auditor for Board selection and report on all financial matters to the Board of Trustees. The Finance Committee shall review the School’s annual budget and submit its review and recommendations to the Board for approval. The committee will develop and assist in the implementation of a funding strategy for the Corporation.

Personnel Committee
The Personnel Committee shall consist of a Chairman and at least two Trustees. This committee shall review applications/resumes for a chief administrative officer’s or principal’s vacancy and interview those candidates who meet the criteria as outlined in the job description (certification, college transcripts, records of previous experiences, and demonstrated high-level performance in similar positions) for the purpose of recommending a candidate(s) for the position. Before such a recommendation is made, the Chair of the Personnel Committee or his designee will make reference “checks.”
Recruitment And Public Relations Committee
The Recruitment and Public Relations Committee shall consist of a Chairman and at least two Trustees. This committee shall be responsible for fostering communication among Synergy Cyber Charter School and its diverse publics. This committee is responsible for assisting in publicizing programs as well as student/staff accomplishments. In addition, this committee will recommend and assist in the implementation of formal recruitment efforts during specific times of the year.

Partnership And Development Committee
Partnerships and Development Committee shall consist of a Chairman, at least two Trustees. This committee shall be responsible for aggressively searching for higher education institutions, businesses, social agencies, community organizations and individuals who will partner with Synergy Cyber in order to respond to specific needs of students, parents, staff and administrators.

Labor Relations Committee
The Labor Relations Committee shall consist of a Chairman, at least two Trustees. This committee shall review all labor related suggestions, grievances as well as any other matter related to contracts and affirmative action and make recommendations to the Board of Trustees as to the proper response to the matter.

Facilities Committee
The Facilities Committee shall consist of a Chairman, and at least two Trustees. This committee shall be responsible for ensuring that current lease/buy facility arrangements are in order and that all certificates related to occupying the facility are also in order and are current. In addition, Sanitation and Fire Inspection Reports are to be reviewed and properly displayed. In addition, this Committee is to remain cognizant of programs and other student needs relative to space and relate those needs to the adequacy of the facility. When necessary a search will ensue to find facilities that better meet the needs of Synergy Cyber Charter School.

Procedure. All committees, and each member thereof, will serve at the pleasure of the Board of Trustees. The Board of Trustees will have the power at any time to increase or decrease the number of members of any committee, to fill vacancies thereon, to change any member thereof, and to change the functions or terminate the existence of any committee. Regular or special meetings of any committee may be held in the same manner provided in these Bylaws for regular or special meetings of the Board of Trustees, and a majority of any committee will constitute a quorum at the meeting.

VI. Indemnification
Indemnification. The Board will, to the fullest extent now or hereafter permitted by law, indemnify any Trustee or officer of the Board (and, to the extent provided in a resolution of the Board of Trustees or by contract, may indemnify any volunteer, employee or agent of the Board) who was or is a party to or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that the person is or was a Trustee, officer, volunteer, employee or agent of the Board, or is or was serving at the request of the Board as a director, trustee, officer, partner, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses including attorneys’ fees (which expenses may be paid by the board in advance of a final disposition of the action, suit or proceeding as provided by law), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Board, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

Rights to Continue. This indemnification will continue as to a person who has ceased to be a Trustee or officer of the Board. Indemnification may continue as to a person who has ceased to be a volunteer, employee or agent of the Board to the extent provided in a resolution of the Board of Trustees or in any contract between the Board and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a Trustee, officer, volunteer, employee or agent of the Board will inure to the benefit of the heirs and personal representatives of that person.

VII. Conflicts of Interest

Contracts. All contracts entered into by the Board, to the extent required by law, will be in compliance with the statute on Contracts of Public Servants with Public Entities, Act No. 317 of Public Acts of 1968.

Compensation and Conflicts of Interest. Trustees shall serve as Trustees without receiving any compensation for their services as Trustees. Voting on any matter involving a conflict of interest shall be governed by the Public Official and Employee Ethics Act, 65 P.S. 401-422. Notwithstanding the foregoing, common interested Trustees may be counted in determining the presence of a quorum at a Board meeting in which a transaction described above is authorized, approved, or ratified.

VIII. Miscellaneous

Amendments. These Bylaws may be amended or repeated by the affirmative vote of a majority of the Board of Trustees then in office.
Appendix V.  Audit Policy
Synergy Cyber Charter School

Audit Policy

Purpose:

The Board of Trustees (“Board”) of Synergy Cyber Charter School (“SCCS”) recognizes the audit requirements under section 437 of the PA School Code. The Board shall monitor this policy utilizing an Audit Committee.

This Audit Committee is appointed by the School Board of Trustees (the “School Board”) of the Synergy Cyber Charter School (the “School”) to assist the School Board in fulfilling its oversight responsibilities of the School. Duties of the Audit Committee (the “Committee”) include:

• overseeing the integrity of the School’s financial accounting process and systems of internal controls regarding finance, accounting and use of assets;

• overseeing the independence and performance of the independent auditors, staff and outside service provider with finance responsibilities;

• overseeing the operation of the policies on conflicts of interest and the School’s board communications;

• providing an avenue of communication among the School’s independent auditors, the School’s staff, the outside provider and the School Board;

• review the School’s activities to determine that they do not jeopardize the School’s tax-exempt status.

• review audit and form 990 and all disclosures to ensure that they are timely, accurate and complete; and

• monitor the adherence to and the implementation of the conflict of interest policy.

The Committee shall have the authority to conduct any investigation appropriate to fulfill its responsibilities, and it shall have direct access to the School’s outside auditor as well as to anyone in the School. The Committee shall have the authority to retain, at the School’s expense, special legal, accounting, or other consultants or experts it deems necessary in the performance of its duties.

The Committee shall be comprised of at least three (3) members. At least one (1) member must be a current member of the School Board, and at least one (1) member shall have the ability to understand and analyze the financial statements of the School and who possesses the overall competency level of the outside auditor. Members of the Committee shall be elected annually by the School Board at its annual meeting. The School Board may remove any member of the
Committee for any reason and at any time. All members of the Committee shall be free from any relationship that would interfere with the exercise of his or her independent judgment.

The Committee shall meet at least twice annually, or more frequently as required to fulfill its responsibilities. The Committee shall meet at least annually with the School’s outside auditor and chief financial officer to review the School’s annual financial statements.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, AND/OR THE CHARTER APPLICATION OR ADOPTED CHARTER, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR THE CHARTER APPLICATION OR ADOPTED CHARTER CONTROL.

Date Adopted: __________________________

_______________________________

President

_______________________________

Secretary
Appendix W. Internal Controls Policy
OBJECTIVES

Purpose

The Synergy Cyber Charter School Board of Trustees (“Board of Trustees”) recognizes its responsibility to the taxpayers of the Commonwealth of Pennsylvania to assure that public funds expended by the School are utilized for the furtherance of pupil education in a manner that will ensure full value to the taxpayers, and that adequate constraints and records are established to achieve that end.

Authority

The CEO, in conjunction with the Business Manager, has the responsibility to prepare the budget. The Board of Trustees has the authority to approve the budget.

Responsibility

To meet the goals of this policy, the Board of Trustees requires the CEO, in conjunction with the Business Manager, to establish sound accounting procedures based upon State and Federal recommended accounting procedures to institute effective business practices and recommend suitable accounting equipment, where necessary.

BUDGET PLANNING

Purpose

The budget shall reflect the School’s objective to educate the students. Therefore, it must be organized and planned to ensure adequate understanding of the financial needs associated with program support and development. This necessitates a continuous review of how finances are utilized to implement the School’s programs.

BUDGET PREPARATION

Purpose

The Board of Trustees considers the preparation of an annual budget to be one of its most important responsibilities, because the budget is the financial reflection of the education plan for the School. The budget shall be designed to carry out that plan in a thorough and efficient manner, to maintain the facilities and to honor the obligations of the School.

Authority
The budget should be studied and may be challenged by each member of the Board of Trustees during its preparation; however, once adopted, the budget deserves the full support of all members of the Board, regardless of their position prior to the adoption vote.

BUDGET HEARING

Purpose

It is the policy of the Board of Trustees that the annual budget proposal, once formulated, represents the collective position of the Board and all reasonable means shall be employed by the Board to present and explain that proposed budget to all members of the community.

Authority

Each member of the Board of Trustees and each administrator shall be thoroughly familiar with and understand the need each proposed expenditure, so that they can answer any question directed to them.

BUDGET ADOPTION

Purpose

1.1 By law it is the duty of the Board of Trustees to adopt an annual budget. The budget shall be adopted by fund, function and class.

Authority

The Board of Trustees shall, by June 30th of each year, adopt by majority vote of all its members, an operating budget setting forth the proposed expenditures of the Board during the next fiscal year and all estimated receipts of the Board during the next fiscal year, including approximate estimates of proposed revenues from any source. The total amount of proposed expenditures shall not exceed the projected amount of funds available for School purposes. Adoption of the proposed budget shall be by a majority vote of directors present at the meeting.

BUDGETARY AMENDMENTS

Purpose

1.1 It is the policy of the Board of Trustees that the annual budget may be amended periodically throughout the school year to reflect accurately the financial position of the school, as circumstances, funding levels and needs change.

2. Authority
The Board shall have the power to amend the budget, at any time throughout the fiscal year, to authorize the transfer of any unencumbered balance or portion thereof from one appropriation to another.

3. Responsibility

3.1 The Business Manager, in conjunction with the CEO, shall present a resolution with a detailed listing of proposed budget adjustments by fund, function and class for approval. The resolution shall specify the source of funds for each amendment.

BUDGETARY CONTROL

1. Purpose

It is the purpose of this policy to establish a system of control over the adopted budget to assure that funds are available for approved programs and that the School remains financially sound.

Authority

2.1 No expenditure may exceed the adopted budget line for fund, function and class, without Board approval.

Responsibility

The Business Manager shall ascertain that funds are available in the appropriate budget line item prior to the release of any purchase order or commitment. No funds shall be released, unless funds are available in the appropriate budget line item.

FINANCIAL REPORTING

Purpose

It is the purpose of this policy to establish financial reporting requirements to the Board.

Responsibilities

The Business Manager shall, as soon as is practicable after the end of each fiscal year, submit to the Board an annual financial statement for the School for the past year. Such statement shall include itemized data with respect to all assets of the School, outstanding indebtedness, if any, and such other information relating to the finances of the School that the Board may deem necessary or proper.

The Business Manager shall prepare and submit to the Board a monthly financial report for the Operating Fund that includes a: Balance Sheet Statement of Revenues, Expenditures and Budget Comparison
Listing of Disbursements
Statement of Cash Flow

BANKING

Purpose

1.1 The Board of Trustees shall designate banks and/or trust companies as depositories for the safeguarding of school funds by a majority vote of the entire Board of Trustees.

Authority

2.1 Each designated depository shall furnish proper collateral for each deposit in the amount designated by the Board of Trustees and in accordance with law.

2.2 Each designated depository shall be advised not to cash checks payable to the School, but to deposit all checks into the School accounts. Checks payable to the school shall be stamped or notated “For Deposit Only” immediately upon receipt.

2.3 The Board President, Board Treasurer, CEO and Business Manager shall be (an) authorized signer(s) on all accounts.

2.4 The School shall maintain the following types of bank accounts:
   Operating - the school's main account to be used for general deposits and disbursements;
   Payroll - to be used for payroll disbursements;
   Money Market - to be used to maximize interest on idle funds, if available;
   Student Activity - a school-based account to be used for student clubs and activities;
   Special Revenue - a school-based account to be used for class trips, collections and the associated disbursements;
   Impress - is a school-based account to be used for small incidentals and supplies costing less than $500.

Responsibilities

All deposits (cash and checks) shall be made intact, without any deductions.

All deposits shall be made to the operating bank account, except that monies for student clubs/activities and class trips shall be deposited to the student activity and special revenue bank accounts, respectively.

Checks shall be drawn following the procedures outlined in Section 130 of this policy. (See pp.16-17).

The same person or position shall not be responsible for signing checks, booking entries and reconciling accounts. In addition, the person reconciling accounts shall not be able to access blank check stock (which shall be secured).
111. INVESTMENTS

1. Purpose

1.1 The School has established a specific policy regarding Investments separate from this document.

120. PURCHASES

1. Purpose

1.1 It is the policy of the Board of Trustees that, when funds are available, all purchases contemplated within the current budget and not subject to bid be made in a manner that ensures the best interests of Synergy Cyber Charter School.

2. Authority

2.1 No employee or Board member is authorized to make purchase commitments, enter into contracts for materials, supplies, or services, or otherwise take any action that may be construed as financially binding upon the school, except through the approved process as described herein. Segmenting or breaking apart a purchase to reduce the purchase price, with the intention of circumventing quote or approval thresholds, is strictly prohibited.

3. Responsibility

3.1 All purchases for non-professional services, materials, supplies and equipment that are within budgetary limits and were originally contemplated within the budget may be made upon authorization of the CEO, unless the contemplated purchase is for more than $5,000 in which case prior approval is required from the Board of Trustees. Retirement contributions, health benefit payments, insurances, rent and other recurring payments pursuant to Board approved contractual obligations are an exception to this cap.

3.2 All purchase requests must be referred to the Business Manager who shall determine whether the proposed purchase is subject to quote, whether sufficient funds exist in the budget, and whether the material might already be available.

121. PURCHASE SUBJECT TO QUOTE & BID

1. Purpose

1.1 It is the policy of the Board of Trustees to obtain competitive bids for construction services when such bids are required by law.
1.2 It is the policy of the Board of Trustees to obtain competitive quotes for products and services where such quotes possibly could bring about a cost-savings to the school.

2. Responsibility

2.1 For expenditures over $10,000 (individually or cumulatively per fiscal year), written quotes must be solicited from at least three qualified vendors, and quotes reviewed with vendor to ensure a correct understanding of the scope.

2.2 For purchase amounts between $2,001 and $10,000 (individually or cumulatively per fiscal year), written or telephone quotes must be solicited and documented from at least two qualified vendors.

2.3 Bid/quote specifications shall be prepared by the Business Manager. Bid/quote specifications shall provide for alternates wherever possible.

2.4 The Business Manager shall combine like items of supply and material whenever it is feasible, and permissible under statute, and not split purchases to avoid requirements for quoting or bidding.

2.5 The Board of Trustees recognizes that emergencies may occur when imminent danger exists to persons, property or the continuance of existing school classes is threatened, and time for bidding or quoting cannot be provided because of the need for immediate action.

2.6 Whenever a contractor shall submit a bid for the performance of work and the contractor later claims a mistake, error or omission in preparing said bid, the contractor shall, before the bids are opened, make known the fact and in such case the bid shall be returned unopened and the contractor shall lose the right to bid.

3. Guidelines

3.1 Purchase requests shall be submitted on an approved requisition form. Upon the placement of a purchase order, the Business Manager shall encumber the expenditure against a specific budget line item to guard against the creation of liabilities in excess of appropriations. Detailed purchasing procedures shall be found in section 123 (see p.16).

122. DISQUALIFICATION, SUSPENSION OR DEBARMENT OF BIDDERS

Purpose

1.1 This policy sets forth standards to determine what bidders are not responsible for and procedures to disqualify, suspend or debar non-responsible bidders from contracting or subcontracting with the school for what the Board deems an appropriate length of time. It applies to all contracts which the School is required by law to award to the lowest responsible bidder.

Policy
2.1 Synergy Cyber Charter School shall solicit or accept bids from and shall award contracts to or consent to subcontracting only with responsible bidders. Bidders, contractors, or affiliates may be disqualified, suspended or debarred if they are not responsible, so as to protect this school’s and the public’s interests in accordance with the standards and procedures adopted by the School and any other applicable law.

3. Authority

3.1 The Board adopts this policy and procedure under its powers to make rules and regulations to manage school affairs and competitive bidding provision of the Public School Code, 24 Pa5-510.7-75(a),8-807.1(1985Supp.)

4. Responsibility

4.1 The CEO is generally responsible to implement and enforce this policy and may designate subordinate officers or employees to perform any functions provided for in this policy.

5. Definitions

“Adequate evidence” means evidence sufficient to support a reasonable belief in the truth of the fact or conclusion it is offered to support and does not require proof in accordance with technical rules of evidence.

“Affiliates” means persons having an overt or convert relationship such that any one of them directly or indirectly controls or has the power to control another.

“Bidders” means any person responding to an invitation for bids or otherwise seeking to contract with the Synergy Cyber Charter School or with its contractors.

“Contractor” means any person independent of the Synergy Cyber Charter School who does or seeks to do business with the School pursuant to mutual agreement and includes persons who subcontract with Synergy Cyber Charter School.

“Conviction” means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a plea of no contest.

“Debarment” means exclusion as a contractor from award of any particular contract with Synergy Cyber Charter School; a contractor so excluded is “debarred.”

“Disqualification” means exclusion as a contractor from award of any particular contract with Synergy Cyber Charter School; a contractor so excluded is “disqualified.”

“Indictment” means a formal accusation of a criminal offense and includes any information or other filing by a competent authority charging a criminal offense.

“Legal proceedings” means any civil or criminal judicial proceeding, including appeals.
“Person” means an individual, company, firm, association, corporation, partnership, or other legal entity.

“Public prosecutor” means an official having legal authority in any jurisdiction to file or to prosecute indictment.

“Suspension” means exclusion as a contractor for an indefinite time determined by some stated future occurrence; a contractor so excluded is “suspended”.

Debarment

6.1 Cause for Debarment-The School may debar a bidder or contractor or affiliate for any one or more of the following causes:

Conviction of or civil judgment for:

Fraud or crime in connection with obtaining, attempting to obtain or performing a public contract or subcontract;

Violation of any law showing a lack of business or personal integrity or honesty, including but not limited to, bribery, embezzlement, extortion, forgery, falsification or destruction of records, false statements, theft or receiving stolen property;

Violation of any federal or state antitrust laws;

Violation of any law governing labor or employment, including wages and hours, child labor, or discrimination:

Violation of any election or campaign finance laws.

6.1.2 Unsatisfactory performance or failure to perform in accordance with the terms of one or more contracts with any person, provided that such acts or omissions occurred within a reasonable period of time before or during Synergy Cyber Charter School’s decision.

6.1.3 Providing false or misleading information as part of any prequalification statement, bid or contract, including but not limited to financial statements, fair employment forms, or product descriptions;

6.1.4 Unauthorized payments, gifts or other valuable consideration to any person having any official duties, direct or indirect, in connection with bidding, awarding or performing Synergy Cyber Charter School contracts.

6.1.5 Debarment from contracting by any other federal or state governmental body; or

6.1.6 Any other lawful reason.

6.2 Period of Debarment
6.2.1 Debarment shall be imposed for a specified time not to exceed three years, unless reasons for a longer period are specified in the notice of debarment.

6.2.2 The Board may extend debarment for an additional specified period at any time before a debarment expires, upon adequate new evidence to supplement that which supported the original, procedurally sound, debarment.

6.2.3 Synergy Cyber Charter School may reduce the period of debarment upon the bidder’s or contractor’s written request, if said request is supported by adequate evidence of good cause, such as:

6.2.3.1 Reversal of the conviction or judgment upon which the debarment was based, without a new trial within a reasonable time;

6.2.3.2 Bona fide change in ownership or management of the bidder or contractor; or

6.2.3.3 Elimination of other causes for which debarment was imposed.

6.3 Procedure for Debarment

6.3.1 The CEO shall commence debarment proceedings by giving written notice of intent to debar to the bidder or contractor and any specified affiliates by certified mail, return receipt requested, stating:

6.3.1.1 The intent to debar for a specified period;

6.3.1.2 The causes for debarment with a summary of information on which the findings of causes are based; and

6.3.1.3 The debarment is effective immediately upon service of the notice and the decision will become final within twenty (20) days unless the bidder or contractor or affiliate submits a written response within that time opposing the debarment, including information raising a genuine dispute as to the facts upon which it is based or to the application of this policy.

6.3.1.4 If a bidder or contractor timely opposes debarment, the CEO who issued the notice of debarment shall promptly refer the notice of debarment and the bidder, contractor’s or affiliate’s response to a Hearing Officer, who shall:

6.3.1.4.1 Schedule an informal hearing within fifteen (15) days, with written notice to the parties, at which time, the School and the bidder, contractor or affiliate may present evidence on issues raised by the notice of debarment and the response thereto:

6.3.1.4.2 Issue a written decision within fifteen (15) days of the hearing with sustaining or overruling the debarment and stating (a) a summary of the evidence presented, (b) conclusions
applying this policy to the facts, serving this decision on the bidder, contractor or affiliated by certified mail, return receipt requested.

6.3.3 The Hearing Officer’s decision shall be final.

7. Suspension

7.1 Cause for Suspension

Synergy Cyber Charter School may suspend a bidder, contractor or affiliate for any one or more of the following causes:

Indictment for any crimes covered in Section 6.A(1) or

Committing irregularities (a) of a serious nature in business dealing with Synergy Cyber Charter School or (b) seriously reflecting on the propriety of further business dealings with Synergy Cyber Charter School.

Period of Suspension

Suspension shall be imposed for a period pending the outcome of criminal proceedings or the completion of an investigation and such legal proceedings as may ensue.

Procedure for Suspension

The CEO shall begin suspension proceedings by giving notice of intent to suspend to the bidder or contractor and any specified affiliates by certified mail, return receipt requested, stating:

The intent to suspend and the period;

The causes for suspension with a summary of the information on which the findings of causes are based; and

The suspension is effective immediately and the decision will become final within twenty (20) days, unless the bidder, contractor, or affiliate submits a written response within that time opposing the suspension, including information raising a genuine dispute of the facts on which it is based or to the application to this policy.

If a bidder, contractor or affiliate timely opposes suspension, the CEO who issued the notice of suspension shall promptly refer the notice of suspension and the bidder’s or contractor’s or affiliate’s response to a Hearing Officer who shall:

7.3.1.4(a) Schedule an informal hearing within fifteen(15) days, with written notice to the parties, at which Synergy Cyber Charter School and the bidder, contractor, or affiliate may present evidence on issues raised by the notice of suspension on and the response thereto.
7.3.1.4(b) Issue a written decision within (15) days of the hearing, either sustaining or over-ruling the suspension, and providing a:

(i) a summary of the evidence presented;
(ii) finding of fact based on adequate evidence; and
(iii) conclusions applying this policy to the facts, serving this decision on the bidder or contractor by certified mail with a return receipt.

7.3.2 The Hearing Officer’s decision shall be final.

8. Disqualification

8.1 Cause for Disqualification

8.1.1 A bidder or contractor may be disqualified with respect to any particular bid or contract award for any one or more of the following causes:

8.1.1.1 Any cause set forth in section 6.A or 7.A of this policy;

8.1.1.2 Inadequate financial resources to perform the contract;

8.1.1.3 Inadequate experience, organization, or technical resources to perform the contract;

8.1.1.4 Any other facts or circumstances showing a reasonable likelihood of inability to perform the contract;

8.1.1.5 Discrimination in the bidder’s or contractor’s employment or business practices on the basis of race, color or national origin.

8.2 Period of Disqualification

8.2.1 Disqualification may be imposed for any particular bid or contract award and applies only to the bid or contract award.

9. Responsibility for Agents

9.1 Bidders, contractors, and affiliates are deemed responsible for the acts of persons acting for or on their behalf, such that:

9.1.1 The fraudulent, criminal or other improper conduct of any officer, director, shareholder, partner, employee or other associate may be imputed to the bidder, contractor or affiliate when the conduct occurred in connection with the individual’s performance of duties for or on behalf of the bidder, contractor or affiliate, or with his/her knowledge, approval or acquiescence. Acceptance of the benefits derived from such conduct shall be evidence of such knowledge, approval or acquiescence;
9.1.2 The fraudulent, criminal or other improper conduct of the bidder, contractor or affiliate may be imputed to any officer, director shareholder, partner, employee, or other associate who participated in, knew of or had reason to know of the conduct; and

9.1.3 The fraudulent, criminal or other improper conduct of one bidder, contractor of affiliate participating in a joint venture or similar arrangement may be imputed to other participating bidders, contractors, or affiliates if the conduct occurred for or on behalf of the joint venture or similar arrangement or with the knowledge, approval or acquiescence of other participants. Acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

Effect on Executor Contracts

The School may continue to honor any existing contracts with debarred or suspended persons or entities, provided that those prior contracts have not been fully performed and are being executed in conformance with their terms.

The School shall not renew or extend contracts with debarred or suspended persons, unless the CEO or designee states in writing to the Board of Trustees the compelling reasons for renewal or extension.

Restrictions on Subcontracting

When a debarred or suspended contractor is proposed as a subcontractor, the Board shall not approve such subcontractor, unless the CEO or a designee states in writing, the compelling reasons for such approval.

Contract Not Requiring Competitive Bidding

12.1 Synergy Cyber Charter School may exclude any debarred or suspended person from consideration for any contract award that does not require competitive bidding.

Records

13.1 The hearing officer shall maintain records of all persons debarred, suspended, or disqualified for the purpose of enforcing this policy.

123. PURCHASE ORDER AND REQUISITION PROCESSING

Purpose

It is the policy of the Board of Trustees that all purchases contemplated shall follow an approval process in order establish appropriate internal controls and safeguard school assets.

Authority
All requests for acquisition of goods and services shall be initiated through the use of a Purchase
Requisition Form. The Purchase Requisition Form shall be submitted to the appropriate
Coordinator/supervisor who will review the request for propriety and appropriateness to the
school program.

The authorized Purchase Requisition Form will be transmitted to the School Fiscal Office for
processing and obtaining a quote, if required under guidelines set forth in Section 121 of this
policy (see pp.7-8). After a Requisition Form has been processed, a Purchase Order Form shall
be prepared and transmitted to the CEO or his/her designee for approval.

After approval, the purchase order will be submitted to the Business Manager for budgetary
review. The Business Manager will sign the Purchase Order Form and release it to the vendor.

130. PAYMENT OF CLAIMS

1. Purpose

1.1 It is the purpose of the Board of Trustees to effect the prompt
payment of invoices, while ensuring that due care has been
taken in the review of such invoices.

2. Authority

2.1 Each invoice or obligation of the School must be fully itemized and
verified by the Business Manager before a check can be drawn for
its payment.

2.2 Delegation of Responsibility

2.2.1 It shall be the responsibility of the Business Manager, upon receipt of an invoice
to verify that the purchase invoice is correct, the goods were received in acceptable condition or
services were satisfactorily rendered, funds are available to cover the payment, the item is in a
classification budgeted by the Board, and the invoice reflects the amount contracted.

Upon approval of an order, the School Business Manager shall prepare a check for payment.

3. Accounts Payable Processing

3.1.1 Upon receipt of the materials or equipment, school personnel shall verify that
the items and the quantity of items are correct. The packing slip shall be initialed along with the
date and item. The packing slip shall be forwarded to the Business Office.

3.1.2 Upon receipt of services, the department head shall prepare a check request
form, which shall be signed by the coordinator or department head.

3.1.3 In the case of materials or equipment, the Business Office shall match the
purchase order, packing slip and vendor invoice. In the case of services, the Business Office shall
match the vendor invoice, check request and contract.
3.1.4 The Business Office shall prepare a Transmittal Form; the form and voucher document package shall be presented to the CEO for reviews and signature. Invoices in excess of $5,000 shall require approval from the CEO and a Board Member.

3.1.5 The authorized Transmittal Form and document package shall be presented to the Business Manager for review, processing and check preparation.

3.1.6 The Business Manager shall sign the check.

3.1.7 Checks in excess of $10,000 shall require a second signature from an authorized Board member except, as noted in 3.3.1 above (p. 7), when they are within budgetary limits and were originally contemplated within the Board-approved budget.

131. PAYROLL AUTHORIZATION

1. Authority

Employment of all permanent, temporary, and part-time Synergy Cyber Charter School personnel must be approved by the Board of Trustees.

2. Delegation of Responsibility

2.1 Actions by the Board to employ or re-employ on a contractual basis (i.e., for a fixed period of time), upon report and the recommendation of the CEO, shall include the name of the individual, the position title, the salary to be paid over the term of the contract, and the period of employment.

2.2 Action by the Board to employ temporary or part-time personnel i.e., by the hour or day) shall include the name of the individual, the position title, and the rate of pay.

2.3 All employees must sign-in and sign-out in order to meet wage and hour requirements.

2.4 Salary or wages may be withheld by the Business Manager for unapproved time off in accordance with Board policy.

3. Approval.

Upon approval by the Board, the school office shall prepare a personnel action form which shall be signed by the CEO.

Each employee shall complete a New Hire Personnel Package which includes the following documents:

Employee Application
Form W-4
Form I-9
Certification & College Transcripts
Incomplete packages shall not be processed. Employees may not commence employment until the New Hire Personnel Package is complete.

3.3 Once the employee has been approved for hire, the CEO or designee shall sign a Personnel Action Form to be submitted, along with the New Hire Personnel Package, to the Business Manager for budgetary review and entry into the payroll accounting system.

3.4 On a bi-weekly basis, the Business Office shall prepare a summary of time worked including time for sick, vacation, and personal leave in a form prescribed by the Business Manager. This information shall be approved by the CEO and submitted to the Business Manager for payroll processing.

3.5 Employees absent from work due to illness, personal leave or vacation shall prepare a Leave Request Form and present it to their immediate supervisor and the CEO for approval.

3.6 Failure of an employee to sign in or out will delay employee payment. An employee with repeated infractions will be subject to disciplinary action.

3.7 The Business Manager shall prepare payments to employees based upon payroll summary information submitted by the CEO.

3.8 Payments shall be electronically transmitted on a bi-weekly schedule to the employee’s bank account. A voucher shall be supplied to employee each payday Friday.

EMPLOYEE TRAVEL EXPENSE REIMBURSEMENT

Purpose

To establish the policies and procedures governing the reimbursement of travel and other reasonable and proper expenses incurred by employees in the performance of official and necessary School business.

Authorization and Approval of Travel

The CEO is responsible for authorizing travel for necessary and essential School business and subsequently approving incurred expenditures. The intent of reimbursement is to defray those expenses the employee should not ordinarily have incurred had the employee not been in travel status.
Expenditures for out-of-town travel to benefit the School require the advance approval of the CEO in advance of such travel. Expenditures for such travel of the CEO and/or principal require the approval of the Board of Trustees.

Expenditures in excess of the limitation established in these procedures requires approved by the CEO and will be reimbursed only if fully documented and a review of the circumstances indicates that such expenditures were necessary and in the best interest of the School.

Staff participation in any particular conference will be limited to a number of persons such that there shall be substitute teacher coverage of students during the period of conference attendance.

Employees may obtain an out of town travel advance by completing the prescribed form and listing all proposed expenses for the trip or conference. After review and approval by the CEO, the Business Manager shall issue an advance equal to 80% of the proposed cost. This advance shall be reconciled within 10 days of the return in accordance with procedures for reimbursement detailed in section 3 below.

3. Reimbursements

3.1 Employees will be reimbursed for approved expenditures within the policies and limitations established herein. Employee Expense Reimbursement will be requested on a form to be provided by the school travel. Receipts for transportation, hotel accommodations, taxi fares, tolls, etc, must be obtained and attached to the form.

3.2 All requests for reimbursement of travel expenses are subject to review by the Board treasurer to determine the official nature of the expenditure and the propriety and reasonableness of the charges. Expenditures not deemed necessary or reasonable will not be reimbursed.

3.3 Reimbursable Expenses

Travel within city limits should be submitted for reimbursement on a monthly basis.

By Automobile

The shortest distance to the destination should generally be taken. Exceptions may be made when expressways or other highways are more convenient or require less time. Records must be kept of the distances between stops so that entries on the reimbursement form will be accurate. In listing trips, indicate the departure point (school/location) of each trip and the miles covered to the destination. Show the total reimbursable miles covered for the day in the prescribed block, rounding the total to the nearest mile. A mileage reimbursement rate equal to the amount allowed by the Internal Revenue Service will be reimbursed. Parking fees are reimbursable when parking at commercial parking areas is necessary. Parking fees are not reimbursable for travel to the regular or normal work location.

Mileage reimbursement will not be granted for the first stop of each workday or for the trip home from the last work location of the day, because these two trips are equivalent to going to
work and returning home after work each daily. Mileage after the first stop through the last official stop of the day is reimbursable.

Travel via public transportation:

Generally, the least expensive mode of travel should be used. Enter the total fares for the day in the amount column on the reimbursement form. The cost of travel to and from home and an employee’s school or office is not an allowable expense.

Meals While in Travel Status

Meal allowance will be made for travel of over four (4) hours. All meals while on travel status are reimbursable, without documentation, at the following rates (taxes and tips included):

<table>
<thead>
<tr>
<th>Meal allowances</th>
<th>Breakfast</th>
<th>Luncheon</th>
<th>Dinner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5.00</td>
<td>$10.00</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

Meals that are part of an official function (conventions, etc.) will be reimbursed in the amount actually expended and should not be included in the meal allowance. A receipt must accompany the reimbursement request for such meals. Meals that are included in the registration fee should not be included in the request for meal allowance.

Other Expenses:

Telephone costs incurred in the conduct of official business are reimbursable. Valet expenses (dry cleaning, laundering) and similar personal expenses are not reimbursable.

Reasonable tips for carrying luggage at place of lodging will be allowed.

Use of a rental car is not reimbursable, unless it can be shown that it was essential in the conduct of the official business and/or in the best interests of the School. Approval for use of a rental car must be in advance of travel.

3.4 Upon conclusion of travel, and within ten (10) business days, a Reimbursement Request Form must be completed and signed by the CEO. Additional requests for travel reimbursement will be denied to an employee who has not submitted paperwork in a timely fashion.

When an official period of travel is preceded or followed by an approved employee vacation or other non-workday, only such expenses that are an integral part of the official travel may be charged. Transportation costs will be reimbursed up to the approved value of the roundtrip cost to and from the point of destination of the official travel.

CREDIT CARDS

1. Purpose
The Board recognizes the need to provide appropriate controls over credit card usage, reconciliation and documentation.

2. **Authority**

   
   2.1 All credit card usage shall be for the benefit of Synergy Cyber Charter School.

   
   2.2 The Board of Trustees shall determine acquisition, monetary limits and assignment of credit cards.

   
   2.3 Purchases utilizing credit card(s) (e.g. Home Depot, Staples) are limited to low value office and building maintenance supplies.

   
   2.4 Personal purchases are strictly prohibited.

**Responsibilities**

On a monthly basis, the cardholder will prepare credit reconciliation on the form prescribed by the Business Manager. The form will list each item/service purchased, date, purpose and cost. The receipt will be attached to the form. This form shall be signed by the cardholder and the CEO. The approved form will be submitted to the Business Manager for processing.

Cardholders are personally responsible for misuse and subject to appropriate disciplinary action and reimbursement.

**EMPLOYEE EXPENSE REIMBURSEMENT**

1. **Purpose**

   
   1.1 The Board recognizes the need to periodically reimburse employees for small supply purchases.

2. **Authority**

   
   2.1 Purchases for which an employee expects to be reimbursed require the prior approval of an administrator.

3. **Responsibilities**

   
   3.1 The employee shall prepare an Expense Reimbursement Form listing the item purchased, date, purpose and cost. The receipt shall be attached to this form which shall be signed by the employee and the CEO. The approved form will be submitted to the Business Manager for processing.

**PROPERTY INSURANCE**

1. **Purpose**
The Board recognizes its responsibility under law to insure the real or personal property of the school, and has adopted this policy to ensure for actual cost value and replacement cost.

2. Authority

2.1 The Board has the authority and responsibility to provide adequate insurance coverage to protect the school’s interest in its buildings and properties. Such coverage shall be in accordance with the following guidelines:

2.1.1 Basic Fire Coverage shall include damage as a result of fire and lightning, windstorm and hail, explosion, sonic boom, vandalism and malicious mischief, riot and civil commotion, direct aircraft and vehicle damage, smoke, debris removal and sprinkler leakage.

2.1.2 Board Perils Coverage shall include, in addition to the above, damage as a result of falling objects, weight of ice, snow and sleet, collapse of building, freezing of pipes, water damage, sprinkler leakage, glass breakage, theft of part of building, and debris removal.

2.1.3 All Risk Coverage shall include, in addition to the above all risk of direct physical damage of loss, debris removal and boiler and machinery insurance.

2.2 In purchasing insurance the Board shall be guided by services described by the insurance agent, the scope of coverage expressly provided by policy language, and the quoted price of desired coverage(s).

142. OTHER INSURANCE

1. Purpose

1.1 Proper school operation requires that adequate basic insurance programs be provided for the protection of the school and employees of the school.

2. Authority

2.1 The Board has the authority and responsibility to provide adequate insurance coverage to protect the school’s interests. Such coverage shall be in accordance with the following guidelines:

Liability Insurance for the school shall include coverage for liability as a result of general liability, acts of employees, corporal punishment, disputes with contractors, landlord and tenant difficulties, problems concerning garage helpers, and errors and omissions of Board Members and administrators.

Travel Accident Insurance shall include coverage for Board Members while in performance of their duties.
Health Care Insurance shall include coverage for hospital care for administrators and regularly employed persons, and major medical expenses for administrators and regularly employed persons.

2.2 Group Life Insurance shall include coverage for administrators and regularly employed persons.

2.3 In placing insurance, the Board shall be guided by the service of the insurance agent and carrier, scope of coverage provided by policy and price of desired coverage.

143. BONDING

1. Purpose

1.1 Prudent trusteeship of the resources of this school dictates that employees responsible for the safe keeping of school funds be bonded. Enumeration and valuations of such bonds shall be determined annually.

2. Authority

2.1 The school shall be indemnified against loss of money by requiring that employees holding the following positions be bonded:

- Treasurer
- CEO
- Principal
- Business Manager
- Operations Director

2.2 All other employees shall be covered under a blanket bond.

2.3 The School shall bear the cost of bonding each employee required to be bonded by this policy or by statute.

150. PUBLIC ACCESS TO SCHOOL RECORDS

1. Purpose

1.1 The Board of Trustees recognizes the importance of the right of the public to have access to the public records of the School. This includes public financial records. The public has the right under law to inspect and procure copies of the annual audit conducted by the School’s independent auditor and the audit conducted by the Commonwealth’s Auditor General’s Office.

1.2 The Board further recognizes its obligation to represent the best interests of all of its constituents. Therefore, the Board will make the results of both the School’s audit and the Auditor General’s audit available to the public at the Synergy Cyber Charter School’s business office, upon proper request.
1.3 The Board of Trustees believes that these audits adequately safeguard the public interest.

160. SCHOOL PROPERTY RECORDS

Purpose

1.1 In order to ensure accountability for the prudent use of public funds, the Board of Trustees directs that a property accounting and inventory system be established and maintained for all real and personal property as defined herein.

1.1.1 Real property shall consist of all land and buildings acquired by Synergy Cyber Charter School in the course of its operations.

1.1.2 Personal property shall consist of vehicles, furniture and equipment items with a purchase price in excess of $2,500.

1.1.3 Consumable supplies and materials, including books and computer software shall be accounted for through the use of stock or card records or an equivalent system.

1.1.4 The school shall maintain an inventory of all computers.

2. Delegation of Authority

The Business Manager shall be responsible for the design and implementation of a real and personal property inventory control system. Such inventories shall be maintained on a current basis and shall be verified by annual physical inventories.

The Business Manager shall be responsible for the design and implementation of a stock record and bin card system or its equivalent for all consumable supplies and materials including books and computer software. Inventory balances shall be verified by periodic, unannounced physical inventories of stock items.

This delegation carries with it the delegation of whatever authority is necessary for the successful implementation of an effective inventory control system.

171. IMPREST FUND

1. Purpose

1.1 An Imprest (Petty Cash) Fund shall be established for small incidental purchases. Disbursements are restricted to low value supplies, books, other instructional materials, refreshments for meetings, buses and similar purposes.

2. Authority
2.1 The Board of Trustees authorizes the establishment of an imprest fund in the care of the CEO or other administrators charged with management responsibilities.

3. Delegation of Responsibility

3.1 The Business Manager shall establish an imprest bank account with an advance of $2,000.

3.2 The CEO shall insure the petty cash funds are spent only for designated purposes for which the fund was established, no single purchase for petty cash exceeds $500, each request for funds is made in writing on prescribed forms with any confirming papers attached and signed by the requestor and funds are not used to circumvent the regular purchasing procedure.

3.3 All disbursements from this account shall be by a check signed by the CEO, business manager or designated Board member.

3.4 Monthly, the school business office shall prepare a Reconciliation Statement and Replenishment Request Form. This reconciliation and replenishment request shall be approved by the CEO and forwarded to the Business Manager for review and reimbursement.

172. SPECIAL PURPOSE FUNDS

1. Purpose

It is the purpose of this policy to establish financial supervision and to control the administration of the various activities that involve Special Purpose Funds.

2. Authority

2.1 Student body funds (i.e., senior activities account) are not part of Synergy Cyber Charter School funds but shall be supervised by the CEO. The CEO shall countersign all checks drawn upon these accounts.

3. Responsibilities

3.1 Funds collected shall be forwarded to the Business Office before the end of each school day to be safeguarded until they are deposited intact, without deduction within 24 hours. The staff person presenting the cash shall be given a receipt immediately.

3.2 Records shall be maintained of the receipt and disbursement of all such funds in designated accounts according to the activity involved.

3.3 All disbursements from such funds shall be by check only and issued upon the request of the authorized advisor and the school business office.

3.4 All checks shall be signed by the CEO or his/her designee.
3.5 All funds shall be of an exchange nature and large balances should not be permitted to accumulate. Money should not be raised or collected, unless there is a definite intended purpose.

3.6 No funds shall be expended without the approval of the faculty advisor of the organization, a student representative of the organization and the CEO.

3.7 A financial report of the status and balance contained in each Special Purpose Fund organization shall be submitted to a Board of Trustees, quarterly.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, AND/OR THE CHARTER APPLICATION OR ADOPTED CHARTER, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR THE CHARTER APPLICATION OR ADOPTED CHARTER CONTROL.

Date Adopted: _______________________

_____________________________________
President

_____________________________________
Secretary
Appendix X. School Opening Checklist
## SCHOOL OPENING CHECKLIST
### SYNERGY CYBER CHARTER SCHOOL

<table>
<thead>
<tr>
<th>Task/Activity</th>
<th>Responsibility Owner</th>
<th>Yes</th>
<th>No</th>
<th>Schedule</th>
</tr>
</thead>
</table>
| **INSTRUCTIONAL MATERIALS & SUPPLIES**

There is a procedure in place to ensure that school and classroom materials and supplies are inventoried at the closing of each school year. The procedure includes identification, purchase and delivery of materials and supplies needed for the opening of schools.

Supplies, textbooks, teacher editions, curriculum guides, and educational software and hardware are available in sufficient quantities.

<table>
<thead>
<tr>
<th>CEO</th>
<th>7/1/15</th>
</tr>
</thead>
</table>
| **SCHEDULING**

Student schedules are complete and have been reviewed for accuracy.

Teacher schedules are complete and available for distribution to staff. All staff has been notified of their assignments.

<table>
<thead>
<tr>
<th>CAO</th>
<th>7/1/15</th>
</tr>
</thead>
</table>
| **STAFFING**

All positions have been approved by the Board of Directors before the staff is hired and/or assigned.

All school level staff (principals, vice/asst. principals, teachers, counselors, nurses, etc.) have been hired and meet certification requirements, including those related to NCLB highly qualified teachers.

All staff members have passed background checks.

<table>
<thead>
<tr>
<th>CEO &amp; Board of Directors</th>
<th>7/1/15</th>
</tr>
</thead>
</table>
| **HEALTH & SAFETY**

District and school emergency procedures have been reviewed with all administrators by the Chief Executive Officer and distributed to staff. Parents have been informed about emergency and safety procedures.

Confirm staff trained in CPR.

Confirm AED Unit (supplies) in place.

Ensure that 911 Posters are displayed in designated areas (see HES website).

Ensure Student Emergency Cards are completed.

Ensure designated health room is adequately stocked with required equipment and supplies.

Ensure school is in compliance with Core Monitor of State Health Requirements.

<table>
<thead>
<tr>
<th>CEO</th>
<th>8/1/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO</td>
<td>8/1/15</td>
</tr>
<tr>
<td>CEO</td>
<td>8/1/15</td>
</tr>
<tr>
<td>CEO</td>
<td>8/1/15</td>
</tr>
<tr>
<td>School Nurse</td>
<td>8/1/15</td>
</tr>
<tr>
<td>School Nurse</td>
<td>8/1/15</td>
</tr>
<tr>
<td>Task/Activity Space</td>
<td>Responsibility Owner</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Lavatories clean and inspected.</td>
<td>COO</td>
</tr>
<tr>
<td>Fire equipment checked and operational.</td>
<td>COO</td>
</tr>
<tr>
<td>Pest Control Services performed.</td>
<td>COO</td>
</tr>
<tr>
<td>Stairwells (obstruction free, clean, lighting in place)</td>
<td>COO</td>
</tr>
<tr>
<td>Exit/Doors-ensure proper operation of doors</td>
<td>COO</td>
</tr>
<tr>
<td>Elevators - All related equipment inspected and clean</td>
<td>COO</td>
</tr>
<tr>
<td>Trash removal - clean containers in place, recycle bins available</td>
<td>COO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task/Activity Staff</th>
<th>Responsibility Owner</th>
<th>Yes</th>
<th>No</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUMAN RESOURCES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check on staffing for vacancies</td>
<td>HR Manager</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
<tr>
<td>School staffing issues identified and communicated to Human Resources</td>
<td>CEO</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
<tr>
<td>Staff assignments prepared</td>
<td>HR Manager</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
<tr>
<td>Teacher induction planned</td>
<td>CEO/CAO</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
<tr>
<td>Duty schedules with appropriate accommodations for Special Ed &amp; ELL students</td>
<td>CAO</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
<tr>
<td>Update the Telephone Directory for all staff members</td>
<td>COO</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSTRUCTIONAL SUPPORT</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction begins on day one</td>
<td>CAO</td>
<td></td>
<td></td>
<td>9/2/15</td>
</tr>
<tr>
<td>Computers are ready for use and distributed to students by first day of class</td>
<td>COO</td>
<td></td>
<td></td>
<td>8/15/15</td>
</tr>
<tr>
<td>Specialists schedules completed and implemented on first day</td>
<td>CAO</td>
<td></td>
<td></td>
<td>8/15/15</td>
</tr>
<tr>
<td>Open House dates and parent meeting dates are determined</td>
<td>CEO</td>
<td></td>
<td></td>
<td>8/15/15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PARENT/COMMUNITY RELATIONS</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>School calendar completed</td>
<td>CEO/CAO</td>
<td></td>
<td></td>
<td>7/1/15</td>
</tr>
<tr>
<td>School/Parent Handbook completed</td>
<td>CEO/CAO</td>
<td></td>
<td></td>
<td>7/1/15</td>
</tr>
<tr>
<td>Student Rights and Responsibilities available for students, parents and community members</td>
<td>CEO/CAO</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
<tr>
<td>Open House invitations/announcement sent</td>
<td>COO</td>
<td></td>
<td></td>
<td>8/15/15</td>
</tr>
<tr>
<td>Plan for registration of new students; adjusting schedules</td>
<td>COO</td>
<td></td>
<td></td>
<td>7/1/15</td>
</tr>
<tr>
<td>District parent information resources including Code of Conduct, Promotion Policy, Homework Policy ready for distribution</td>
<td>COO</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SCHOOL CLIMATE AND SAFETY</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Task/Activity</td>
<td>Responsibility Owner</td>
<td>Yes</td>
<td>No</td>
<td>Schedule</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>--------------------------</td>
<td>-----</td>
<td>----</td>
<td>------------</td>
</tr>
<tr>
<td>School safety needs identified including computer safety</td>
<td>COO/Technology Dir</td>
<td></td>
<td></td>
<td>8/15/15</td>
</tr>
<tr>
<td>Security equipment assessed</td>
<td>COO/Technology Dir</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
<tr>
<td>Office telephones operational</td>
<td>COO/Technology Dir</td>
<td></td>
<td></td>
<td>7/1/15</td>
</tr>
<tr>
<td>Visitor passes/policy in place for first day</td>
<td>COO</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
<tr>
<td>Review Crisis Plan</td>
<td>CEO/COO</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
<tr>
<td>Student discipline plan in place</td>
<td>CEO/CAO</td>
<td></td>
<td></td>
<td>8/1/15</td>
</tr>
<tr>
<td><strong>STUDENT RECORDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ensure the school has an efficient enrollment/transfer/withdrawal process</td>
<td>CEO/CAO/COO</td>
<td></td>
<td></td>
<td>7/1/15</td>
</tr>
<tr>
<td>Procedure for identifying any special education, health needs, or family alerts</td>
<td>CEO/CAO</td>
<td></td>
<td></td>
<td>7/1/15</td>
</tr>
<tr>
<td>Electronic attendance procedures in place</td>
<td>CAO/Technology Dir</td>
<td></td>
<td></td>
<td>7/15/15</td>
</tr>
</tbody>
</table>
Appendix Y. NonERISA 403 (b) Plan
NonERISA 403(b)
Plan Document for
Public Schools, Community Colleges, and Public Universities and Colleges
Section 1 – Purpose

1.01 Purpose: Section 403(b) of the Internal Revenue Code of 1986 permits contributions to be made to annuity contracts and custodial accounts under a 403(b) Plan to provide retirement benefits for employees of certain non-profit educational, charitable, humane and religious organizations. The Employer whose name and signature appear on the Adoption Agreement hereby adopts a 403(b) Plan in the form of this 403(b) Plan Document for Public Schools, as modified by the information provided and selections made in the Adoption Agreement, for the exclusive benefit of Employees and their beneficiaries.

Section 2- Definitions

The following words and terms, when used in the Plan and the Adoption Agreement, shall have the meaning set forth below.

2.01 Account: The account or accumulation maintained for the benefit of any Participant or Beneficiary under one or more Annuity Contracts or Custodial Accounts. For purposes of this Plan a separate account shall include separate accounting.

2.02 Account Balance: The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If permitted in the applicable Annuity Contract or Custodial Account Agreement, in the case where a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 7 for rollover contributions and plan-to-plan transfers or exchanges made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an Alternate Payee (as defined in section 414(p)(8) of the Code).

2.03 Administrator: The person, committee, or other organization named in the Adoption Agreement, appointed by the Employer to Administer the Plan. If no such Entity is named, the Administrator shall be the Employer.

2.04 Adoption Agreement: The instrument completed and executed by the Employer, in which the Employer adopts this 403(b) Plan and selects its options under the Plan. Such Agreement may be amended by the Employer from time to time.

2.05 After-tax Contribution: Any contribution made to the Plan by a Participant as an After-Tax Employee Contribution that is included in the Participant's gross income in the year in which
made and that is maintained under a separate account or separate accounting to which earnings and losses are allocated.

2.06 Alternate Payee: A spouse, former spouse, child or other dependent of a Participant who is assigned under a qualified domestic relations order (as defined in §414(p) of the Code) a right to receive all or a portion of the benefits payable with respect to a Participant.

2.07 Annuity Contract: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities under any applicable State law and that includes payment in the form of an annuity.

2.08 Beneficiary: The designated person or persons entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements. If no designation has been made, or if no beneficiary is living at the time of a Participant's death, his Beneficiary shall be:

(a) His surviving spouse; but if he has no surviving spouse, then
(b) His surviving children, in equal shares; but if he has no surviving children, then
(c) His estate.

If the Individual Agreement permits, a Beneficiary may designate a subsequent Beneficiary(ies) to receive the remaining balance in the account upon such original Beneficiary's death.

2.09 Custodial Account: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

2.10 Code: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

2.11 Compensation: All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 3 made to reduce compensation in order to have Elective Deferrals under the Plan). Such Compensation shall be determined under the most recent year of service pursuant to Section 403(b)(4) of the Code and which precedes the taxable year by no more than five years.

2.12 Disabled: The definition of disability provided in the applicable Individual Agreement.

2.13 Elective Deferral: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Pursuant to the Adoption Agreement Elective
Deferrals may include pre-tax salary reduction contributions and Designated Roth Elective Deferrals.

2.14 Employee: Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee’s compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

2.15 Employer: The entity whose name appears on the Adoption Agreement executed by it, any successor which elects to continue the Plan, and any predecessor which has maintained this Plan. Such Employer must be an organization which is a State or political subdivision of a State or an agency or instrumentality of either, that has employees who perform services for an educational institution (as defined in section 170(b)(1)(A)(ii) of the Code).

2.16 Employer Contribution: Amounts contributed by the Employer, other than Elective Deferrals, for the Participant pursuant to Section 11 of the Plan.

2.17 Employer Contribution Account: The account established and maintained for each Participant consisting of the Participant’s Employer Contribution Account and certain transfers, where no accounting has been maintained with respect to principal and interest on Elective Deferrals or other unknown amounts that are part of the Employee’s 403(b) account.

2.18 Entry Date: The date designated by the Employer in the Adoption Agreement.

2.19 Excess Deferral: For any taxable year, that portion of an Employee’s Elective Deferrals that exceeds the limits of Section 402(g) of the Code.

2.20 Funding Vehicles: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

2.21 Hardship: Hardship is defined as an immediate and heavy financial need of the Employee where such Employee lacks other available resources. The following are the only financial needs considered immediate and heavy:

(a) deductible medical expenses (within the meaning of section 213(d) of the Code) of the Employee, the Employee’s spouse, children, or dependents;
(b) the purchase (excluding mortgage payments) of a principal residence for the Employee;
(c) payment of tuition for the next quarter or semester of post-secondary education for the Employee, the Employee’s spouse, children or dependents;
the need to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee’s principal residence;
payments for burial or funeral expenses for the Employee’s deceased parent, spouse, children or dependents (as defined in Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Section 152(d)(1)(B));
Expenses for the repair of damage to the Employee’s principal residence that would qualify for the casualty deduction under Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or
Other definitions of immediate and heavy financial needs promulgated by the Commissioner of Internal Revenue through the publication of revenue rulings, notices, and other documents of general applicability.

The Plan must demonstrate that it satisfies section 1.401(k)-(1)(d)(3)(iv)(E) of the Treasury Regulations.

2.22 Includible Compensation: An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of $200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under sections 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws. Such Compensation shall be determined under the most recent year of service pursuant to Section 403(b)(4) of the Code and which precedes the taxable year by no more than five years.

2.23 Individual Agreement: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

2.24 Participant: An individual for whom Elective Deferrals are currently being made, or for whom Elective Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

2.25 Plan: The name of the Plan, as indicated on the Employer’s Adoption Agreement.

2.26 Plan year: The calendar year, or other 12 month period specified in the Adoption Agreement.

2.27 Related Employer: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

2.28 Salary Reduction Agreement: A legally binding agreement between the Employer and Employee whereby the Employee authorizes a reduction in the Employee's future salary or foregoes an increase in salary with respect to amounts earned after the Plan's effective date, and whereby the Employer agrees to contribute the amount of salary reduced or foregone by the Employee to the Plan. The Salary Reduction Agreement may be terminated at any time by either the Employer or the Employee with respect to amounts not yet earned by the Employee.

2.29 Severance from Employment: For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school
or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

2.30 Vendor: The provider of an Annuity Contract or Custodial Account. The Vendors selected by the Employer to receive ongoing payroll contributions shall be specified as outlined on Plan Vendor Attachment. Such Plan Vendor Attachment shall specify the Vendors who have entered into Information Sharing Agreements. Such Attachment shall be construed to be a part of the 403(b) Plan, and may be amended at any time by the Employer by re-executing such Plan Vendor Attachment.

2.31 Valuation Date: The date or dates specified by the Employer and communicated to the Administrator.

Section 3 - Participation and Contributions

3.01 Eligibility: Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer. However, an Employee who is a student-teacher (i.e., a person providing service as a teacher’s aide on a temporary basis while attending a school, college or university) or if elected by the Employer in the Adoption Agreement the following Employees may also be excluded: an Employee who normally works fewer than 20 hours per week; nonresident aliens who receive no earned income from the Employer which constitutes income from sources within the U.S.; and Employees who are participants in an eligible deferred compensation plan within the meaning of section 457 of the Code or a qualified cash or deferred arrangement of the Employer or another custodial account or annuity described in section 403(b) of the Code.

An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the employee’s employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) and, for each plan year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service.

3.02 Compensation Reduction Election:

(a) General Rule: An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. An Employee shall become a Participant as
soon as administratively practicable following the date applicable under the Employee’s election.

(b) Special Rule for New Employees:

(1) **Automatic Enrollment for New Employees:** For purposes of applying this Section 3.02, a new Employee is deemed to have elected to become a Participant and to have his or her Compensation reduced by the percentage if any elected in the Adoption Agreement (and have that amount contributed as an Elective Deferral on his or her behalf), at the time the Employee is hired, and to have agreed to be bound by all the terms and conditions of the Plan. Contributions made under this automatic participation provision shall be made to the Funding Vehicle or Vehicles selected for this purpose for all new Employees by the Administrator. Any Employee who automatically becomes a Participant under this Section 3.02(b) shall file a designation of Beneficiary with the Funding Vehicle or Vehicles to which contributions are made. If no designation is filed with the Vendor, then the defaults, if any, contained in the Individual Agreements shall apply. If no defaults are outlined in the Individual Agreements, and the Employee has not designated any beneficiaries or all named beneficiaries are no longer alive then the following defaults shall apply: first the spouse of the Employee; if there is no spouse then any surviving children, if there are no surviving children, then the Employee’s Estate. If the Plan permits Roth Elective Deferrals, then the automatic enrollment Elective Deferral will be deposited as a regular Pre-Tax Elective Deferral, unless a different default applies on the Salary Reduction Agreement.

(2) **Right to File a Different Election; Notice to Employee:** This Section 3.02(b) shall not apply to the extent an Employee files an election for a different percentage reduction or elects to have no Compensation reduction, or designates a different Funding Vehicle to receive contributions made on his or her behalf. Any new Employee shall receive a statement at the time he or she is hired that describes the Employee’s rights and obligations under this Section 3.02(b) (including the information in this Section 3.02(b) and identification of how the Employee can file an election or make a designation as described in the preceding sentence, and the refund right under Section 3.02(b)(3), including the specific name and location of the person to whom any such election or designation may be filed), and how the contributions under this Section 3.02(b) will be invested.

(3) **Refund of Contributions.** An Employee for whom contributions have been automatically made under Section 3.02(b)(1) may elect to withdraw all of the contributions made on his or her behalf under Section 3.02(b)(1), including the attributable gains or losses thereon through the date of the withdrawal. This withdrawal right is available only if the withdrawal election is made within 90 days after the date of the first contribution made under Section 3.02(b)(1).

3.03 **Information Provided by the Employer:** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

3.04 **Change in Elective Deferrals Election:** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election,
including a change of the amount of his or her Elective Deferrals, his or her investment
direction, and his or her designated Beneficiary. A change in the investment direction shall take
effect as of the date provided by the Administrator on a uniform basis for all Employees. A
change in the Beneficiary designation shall take effect when the election is accepted by the
Vendor.

3.05 Contributions Made Promptly: Elective Deferrals under the Plan shall be transferred to
the applicable Funding Vehicle as soon as administratively feasible. An Employer may adopt a
policy and procedure that will satisfy State Law requirements or adopt the IRS safe harbor rule
of depositing the amounts within 15 business days following the end of the month in which the
amount would otherwise have been paid to the Participant, as long as the IRS safe harbor is not
a longer period than the applicable State law.

3.06 Leave of Absence: Unless an election is otherwise revised, if an Employee is absent from
work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that
Compensation continues.

Section 4 - Limitations on Amounts Deferred and Other Contributions

4.01 Basic Annual Limitation: Except as provided in Sections 4.02 and 4.03, the maximum
amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser
of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the
calendar year. The applicable dollar amount is the amount established under section
402(g)(1)(B) of the Code, which is $15,500 for 2008, and is adjusted for cost-of-living after 2007
to the extent provided under section 415(d) of the Code.

4.02 Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service: If
elected by the Employer in the Adoption Agreement and because the Employer is a qualified
organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the
applicable dollar amount under Section 4.01 for any "qualified employee" is increased (to the
extent provided in the Individual Agreements) by the least of:

(a) $3,000;
(b) The excess of:
   (1) $15,000, over
   (2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the
       qualified organization for prior years; or

(c) The excess of:
   (1) $5,000 multiplied by the number of years of service of the employee with the qualified
       organization, over
   (2) The total Elective Deferrals made for the employee by the qualified organization for prior
       years.

For purposes of this Section 4.02, a "qualified employee" means an employee who has
completed at least 15 years of service taking into account only employment with the Employer.
4.03 Age 50 Catch-up Elective Deferral Contributions: If elected by the Employer in the Adoption Agreement, an Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $5,000 for 2008, and is adjusted for cost-of-living after 2007 to the extent provided under the Code.

4.04 Coordination of Catch-up Contributions: Amounts in excess of the limitation set forth in Section 4.01 shall be allocated first to the special 403(b) catch-up under Section 4.02 and next as an age 50 catch-up contribution under Section 4.03. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

4.05 Special Rule for a Participant Covered by Another Section 403(b) Plan: For purposes of this Section 4, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 4. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 4.02 only if the other plan is a §403(b) plan.

4.06 Correction of Excess Elective Deferrals in Multiple Plans:

(a) If any portion of an Employee's Elective Deferral exceeds the limitation on Elective Deferrals under this Section 4, such portion shall be included in the Employee's gross income and be considered an Excess Deferral. Notwithstanding any other provision of this Plan, Excess Deferrals assigned to this Plan, plus any income and minus any losses allocable thereto, shall be distributed no later than April 15 to Participants who claim Excess Deferrals for the preceding taxable year and assign them to the Plan for such preceding year.

(b) A Participant may assign to this Plan any Excess Deferrals made during a taxable year of the Participant by notifying the Administrator on or before March 1 (unless a later date, but not after April 15th is outlined in the Individual Agreement) of the amount of the Excess Deferrals to be assigned to the Plan. The Participant's notice shall be in writing, shall specify the Participant's Excess Deferrals for the preceding taxable year, and shall be accompanied by the Participant's written statement that if such amounts are not distributed, such Excess Deferrals when added to amounts deferred under other plans or arrangements described in sections 401(k), 408(k), 408(p) or 403(b) of the Code, exceed the limit imposed on the Participant by section 402(g) of the Code for the year in which the deferral occurred. For years beginning after 2005, distribution of Excess Deferrals for a year shall be made first from the Participant's pre-tax Elective Deferral account to the extent pre-tax Elective Deferrals were made for such year, unless the Employer elects otherwise in the Adoption Agreement.

(c) Excess Deferrals shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to Excess Deferrals is the income or loss allocable to the
Participant’s Employee Elective Deferral account for the taxable year multiplied by a fraction, the numerator of which is such Participant's Excess Deferrals for the year and the denominator is the Participant's account balance attributable to Elective Deferrals without regard to any income or loss occurring during such taxable year; and income or loss allocable to the Participant’s Elective Deferral account from the beginning of the next Plan Year through the date of correction. If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

4.07 Return of Excess 415 Contributions:

(a) If, as a result of a reasonable error in estimating a Participant’s annual compensation, a reasonable error in determining the amount of Elective Deferrals under Section 402(g)(3) of the Code, or any other circumstances that the Internal Revenue Service shall determine meets the requirements of Section 415 of the Internal Revenue Code and the regulations thereunder, an excess annual addition occurs in any Participant's account, a distribution is permitted of such excess. Such corrections of 415 excesses shall also include any subsequent guidance provided by the Treasury and any correction procedure included under the Employee Plans Compliance Resolution System (EPCRS).

(b) Excess annual addition amounts which are distributed shall not be deemed annual additions for the limitation year during which such contributions were made, and are disregarded for purposes of Section 402(g) of the Code.

(c) Distributions made under this section 4.07 include distributions of Elective Deferrals or employee After-Tax contributions. Such distributions will also include the income attributable to the excess annual addition.

4.08 Protection of Persons Who Serve in a Uniformed Service: An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee’s employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

4.09 Roth 403(b) Elective Deferrals

(a) General Application
(i) If the Employer has elected in the Adoption Agreement, this Section 4.09 will apply to
contributions beginning with the effective date specified in the Adoption Agreement but in no
event before the first day of the first taxable year beginning on or after January 1, 2006.
(ii) As of the effective date under section 4.09(a)(i), the Plan will accept Roth Elective
Deferrals made on behalf of Participants. A Participant’s Roth Elective Deferrals will be allocated
to a separate account maintained for such deferrals as described in section 4.09(b).
(iii) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Elective
Deferrals for all purposes under the Plan.

(b) Separate Accounting

(i) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to
the Roth Elective Deferral account maintained for each Participant.
(ii) The Plan will maintain a record of the amount of Roth Elective Deferrals in each
Participant’s account.
(iii) Gains, losses, and other credits or charges must be separately allocated on a reasonable
and consistent basis to each Participant’s Roth Elective Deferral account and the Participant’s
other accounts under the Plan.
(iv) No contributions other than Roth Elective Deferrals and properly attributable earnings
will be credited to each Participant’s Roth Elective Deferral account.

(c) Direct Rollovers

(i) Notwithstanding any provision in this Plan, a direct rollover of a distribution from a Roth
Elective Deferral account under the Plan will only be made to another Roth Elective Deferral
account under an applicable retirement plan described in section 402A(e)(1) or to a Roth IRA
described in section 408A, and only to the extent the rollover is permitted under the rules of
section 402(c).
(ii) Notwithstanding any provision in this Plan, unless otherwise provided by the Employer
in the Adoption Agreement, the Plan will accept a rollover contribution to a Roth Elective
Deferral account only if it is a direct rollover from another Roth Elective Deferral account under
an applicable retirement plan described in section 402A(e)(1) and only to the extent the rollover
is permitted under the rules of section 402(c).
(iii) The Plan will not provide for a direct rollover (including an automatic rollover) for
distributions from a Participant’s Roth Elective Deferral account if the amounts of the
distributions that are eligible rollover distributions are reasonably expected to total less than
$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral
account is not taken into account in determining whether distributions from a Participant’s
other accounts are reasonably expected to total less than $200 during a year. However, eligible
rollover distributions from a Participant's Roth Elective Deferral account are taken into account
in determining whether the total amount of the Participant’s account balances under the Plan
exceeds $1,000 for purposes of mandatory distributions from the Plan.

(d) Definition of Roth Elective Deferrals - A Roth Elective Deferral is an Elective Deferral that
is: (i) designated irrevocably by the Participant at the time of the cash or deferred election as a
Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax Elective
Deferrals the Participant is otherwise eligible to make under the Plan; and (ii) treated by the
employer as includible in the Participant’s income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

4.10 Amounts Paid after Severance Treated as Compensation:

(a) Effective Date: The provisions of this Section 4.10 shall apply to limitation years beginning on or after July 1, 2007.

(b) Compensation paid after severance from employment: If elected by the Employer in the Adoption Agreement, Compensation shall be adjusted, as set forth herein and as otherwise elected in this Section 4.10, for the following types of compensation paid after a Participant’s severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to sections 414(b), (c), (m) or (o)). However, amounts described in subsections (i) and (ii) below may only be included in Compensation to the extent such amounts are paid by the later of 2 1/2 months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation within the meaning of section 415(c)(3), even if payment is made within the time period specified above.

(i) Regular pay: Compensation shall include regular pay after severance of employment if (1) the payment is regular compensation for services during the participant's regular working hours, or compensation for services outside the participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (2) the payment would have been paid to the participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(ii) Leave cashouts and deferred compensation: Leave cashouts shall be included in Compensation, unless otherwise elected in the Adoption Agreement, if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant’s severance from employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, deferred compensation shall be included in Compensation, unless otherwise elected in the Adoption Agreement, if the compensation would have been included in the definition of Compensation if it had been paid prior to the Participant’s severance from employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

4.10 Salary continuation payments for military service participants: Compensation does not include, unless otherwise elected in the Adoption Agreement, payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.
4.11 Administrative delay ("the first few weeks") rule: Compensation for a limitation year shall not include, unless otherwise elected in the Adoption Agreement, amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates. However, if elected, Compensation for a limitation year shall include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next limitation year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants, and no compensation is included in more than one limitation year.

Section 5 – Loans

5.01 Loans: Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.

5.02 Information Coordination Concerning Loan: Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state laws in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 5.03, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

5.03 Maximum Loan Amount: No loan to a Participant under the Plan may exceed the lesser of:

(a) $50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 5.03, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

5.04 Failure to Make Loan Payment: If a Participant fails to make a loan payment when due, such Participant will have a reasonable period as described in the loan agreement and applied
on a uniform basis, (but no longer than the end of the calendar quarter following the calendar quarter in which the loan payment was due) after such loan payment due date to cure such default.

5.05 Suspension of Certain Loan Payments: Loan payments may be suspended under this Plan:

(a) as permitted under section 414(u)(4) of the Code during participants' periods of military service; and
(b) during any participants' leave of absence as defined in section 72(p) of the Code and the regulations thereunder, but in no event shall such suspension exceed one year.

Section 6 - Benefit Distributions

6.01 Benefit Distributions At Severance from Employment or Other Distribution Event: Except as permitted under Section 4.06 (relating to excess Elective Deferrals), Section 6.04 (relating to withdrawals of amounts rolled over into the Plan), Section 6.05 (relating to hardship), or Section 9.03 (relating to termination of the Plan), distributions from a Participant's Elective Deferral Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59 1/2. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

6.02 Small Account Balances: The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed $1,000 (determined without regard to any separate account that holds rollover contributions under Section 7.01) and any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000).

6.03 Minimum Distributions: Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of §1.408-8 of the Income Tax Regulations, except as provided in §1.403(b)-6(e) of the Income Tax Regulations.

6.04 In-Service Distributions From Rollover Account: If a Participant has a separate account attributable to rollover contributions to the plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

6.05 Hardship Withdrawals:

(a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. If applicable under an Individual Agreement, no Elective Deferrals shall be allowed under the Plan
during the 6-month period beginning on the date the Participant receives a distribution on account of hardship. A Participant who receives a distribution of Elective Deferrals on account of hardship shall be prohibited from making Elective Deferrals and/or After Tax Employee Contributions under this and all other plans of the Employer for 6 months after receipt of the distribution.

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors or the Administrator to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant’s financial need (pursuant to § 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor or the Administrator notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant’s right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to § 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Vendor or the Administrator, if applicable shall obtain information from the Employer or other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

6.06 Rollover Distributions:

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant’s spouse or former spouse who is an Alternate Payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant’s death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an Alternate Payee under a domestic relations order, a direct rollover is payable only to a traditional individual retirement account or traditional individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited traditional IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) For distributions made after December 31, 2007, Participants must be given the option to directly rollover to a Roth IRA as a qualified rollover contribution pursuant to section 408A(e) of the Code. Pursuant to section 402(c)(11) of the Code, a plan may, but is not required to permit rollovers by nonspouse Beneficiaries and a rollover by a nonspouse Beneficiary must be made in a Direct Rollover to a Roth IRA. A surviving spouse Beneficiary who makes a rollover to a Roth IRA from this Plan may elect either to treat the Roth IRA as his or her own or establish the Roth IRA in the name of the decedent with the surviving spouse as the Beneficiary.

(c) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

6.07 Nonspouse Beneficiary Direct Rollover
(a) A direct trustee-to-trustee transfer of any portion of a benefit payable upon the death of a Participant may be distributed from this Plan to an individual retirement plan described in section 408(a) or (b) of the Code (an “IRA”) that is established for the purpose of receiving the distribution on behalf of a Designated Beneficiary who is a nonspouse beneficiary. The transfer is treated as a direct rollover of an eligible rollover distribution for purposes of section 402(c) of the Code.

The IRA of the nonspouse beneficiary is treated as an inherited IRA within the meaning of section 408(d)(3)(C) of the Code.

(b) This Plan shall offer a direct rollover of a distribution to a nonspouse beneficiary who is a Designated Beneficiary within the meaning of section 401(a)(9)(E) of the Code, provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the participant or the participant’s spouse. The direct rollover must be made to an IRA established on behalf of the Designated Beneficiary that will be treated as an inherited IRA pursuant to the provisions of section 402(c)(11) of the Code. If a nonspouse beneficiary elects a direct rollover, the amount directly rolled over is not includible in gross income in the year of the distribution.

(c) Section 402(c)(11) of the Code provides that a direct rollover of a distribution by a nonspouse beneficiary is a rollover of an eligible rollover distribution only for purposes of section 402(c) of the Code. Therefore, the distribution is not subject to the direct rollover requirements of section 401(a)(31) of the Code, the notice requirements of section 402(f) of the Code, or the mandatory withholding requirements of section 3405(c) of the Code. If an amount distributed from a plan is received by a nonspouse beneficiary, the distribution is not eligible for rollover.

(d) This Plan may make a direct rollover to an IRA on behalf of a trust where the trust is the named beneficiary of a decedent, provided the beneficiaries of the trust meet the requirements to be designated beneficiaries within the meaning of section 401(a)(9)(E) of the Code. In such a case, the beneficiaries of the trust are treated as having been designated as beneficiaries of the decedent for purposes of determining the distribution period under section 401(a)(9) of the Code, if the trust meets the requirements set forth in Treasury Regulation section 1.401(a)(9)-4, Q&A-5, with respect to the IRA.

(e) Determination of Required Minimum Distributions:

*General rule.* If the Employee dies before his or her Required Beginning Date, the required minimum distributions for purposes of determining the amount eligible for rollover with respect to a nonspouse beneficiary are determined under either the 5-year rule described in section 401(a)(9)(B)(ii) of the Code or the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code. Under either rule, no amount is a required minimum distribution for the year in which the Employee dies. The rule in Treasury Regulation section 1.402(c)-2, Q&A-7(b) (relating to distributions before an Employee has attained age 70½) does not apply to nonspouse beneficiaries.

*Five-year rule.* Under the 5-year rule described in section 401(a)(9)(B)(ii) of the Code, no amount is required to be distributed until the fifth calendar year following the year of the Employee’s death. In that year, the entire amount to which the beneficiary is entitled under the plan must
be distributed. Thus, if the 5-year rule applies with respect to a nonspouse beneficiary who is a designated beneficiary within the meaning of section 401(a)(9)(E) of the Code, for the first 4 years after the year the Employee dies, no amount payable to the beneficiary is ineligible for direct rollover as a required minimum distribution. Accordingly, the beneficiary is permitted to directly roll over the beneficiary’s entire benefit until the end of the fourth year (but, the 5-year rule must also apply to the IRA to which the rollover contribution is made). On or after January 1 of the fifth year following the year in which the Employee died, no amount payable to the beneficiary is eligible for rollover.

Life expectancy rule. (1) General rule. If the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code applies, in the year following the year of death and each subsequent year thereafter, there is a required minimum distribution. The amount not eligible for rollover includes all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year (even if the excise tax under section 4974 of the Code has been paid with respect to the failure in the prior years). (2) Special rule. If, under Treasury Regulation section 1.401(a)(9)-3, Q&A, paragraph (b) or (c) the 5-year rule applies, the nonspouse Designated Beneficiary may determine the required minimum distribution under the plan using the life expectancy rule in the case of a distribution made prior to the end of the year following the year of death. However, in order to use this rule, the required minimum distributions under the IRA to which the direct rollover is made must be determined under the life expectancy rule using the same Designated Beneficiary.

(f) If an Employee dies on or after his or her Required Beginning Date, within the meaning of section 401(a)(9)(C) of the Code, for the year of the Employee’s death, the required minimum distribution not eligible for rollover is the same as the amount that would have applied if the Employee were still alive and elected the direct rollover. For the year after the year of the Employee’s death and subsequent years thereafter, see Q&A-5 of Treasury Regulation section 1.401(a)(9)-5, Q&A-5, to determine the applicable distribution period to use in calculating the required minimum distribution. As in the case of death before the Employee’s Required Beginning Date, the amount not eligible for rollover includes all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year, including years before the Employee’s death.

(g) Under section 402(c)(11) of the Code, an IRA established to receive a direct rollover on behalf of a nonspouse Designated Beneficiary is treated as an inherited IRA within the meaning of section 408(d)(3)(C) of the Code. The required minimum distribution requirements set forth in section 401(a)(9)(B) of the Code and the regulations thereunder apply to the inherited IRA. The rules for determining the required minimum distributions under the Plan with respect to the nonspouse beneficiary also apply under the IRA. Thus, if the Employee dies before his or her Required Beginning Date and the 5-year rule in section 401(a)(9)(B)(ii) of the Code applied to the nonspouse Designated Beneficiary under the plan making the direct rollover, the 5-year rule applies for purposes of determining required minimum distributions under the IRA. If the life expectancy rule applied to the nonspouse Designated Beneficiary under the plan, the required minimum distribution under the IRA must be determined using the same applicable distribution period as would have been used under the plan if the direct rollover had not occurred. Similarly, if the Employee dies on or after his or her Required Beginning Date, the required minimum distribution under the IRA for any year after the year of death must be
determined using the same applicable distribution period as would have been used under the plan if the direct rollover had not occurred.

Section 7 - Rollovers to the Plan and Transfers from the Plan

7.01 Eligible Rollover Contributions to the Plan:
(a) **Eligible Rollover Contributions:** To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Vendor or the Administrator, if applicable, may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. If elected by the Employer in the Adoption Agreement, the Plan may accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code.

(b) **Eligible Rollover Distribution:** For purposes of Section 7.01(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) **Separate Accounts:** The Vendor, or the Administrator if applicable, shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

7.02 Plan-to-Plan Transfers to the Plan:

(a) **At the direction of the Employer,** for a class of Employees who are Participants or Beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of part or all of the assets to the Plan as provided in this Section 7.02. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's interest therein (entire or partial interest) to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.
(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 4.

The Employer reserves the right to establish procedures with respect to former employees.

7.03 Plan-to-Plan Transfers from the Plan:
(a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 7.03(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 7.03, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 7.03 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

7.04 Contract and Custodial Account Exchanges:
(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements.
However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section 3 (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 7.04 are satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts and custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer or the Administrator enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

1. Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 6.01); (ii) the Vendor notifying the Employer of any hardship withdrawal under Section 6.05 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 6.05); and

2. Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 5.4, so that any such additional loan is not a deemed distribution under section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer or the Administrator will enter into an information sharing agreement as described in Section 7.04(d) to the extent the Employer’s contract with the Vendor does not provide for the exchange of information described in Section 7.04(d)(1) and (2).
(f) Notwithstanding anything to the contrary in this section, if the Employer does not permit Exchanges under this Plan, an invalid exchange (an exchange that occurs after September 24, 2007) shall be permitted to be re-exchanged into an approved Vendor under this Plan.

7.05 Permissive Service Credit Transfers:

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 7.05(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 7.05(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

Section 8 - Investment of Contributions

8.01 Manner of Investment: All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

8.02 Investment of Contributions: Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

8.03 Current and Former Vendors: The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor
eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Plan Vendor Attachment), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 9 - Amendment and Plan Termination

9.01 Termination of Contributions: The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

9.02 Amendment and Termination: The Employer reserves the authority to amend or terminate this Plan at any time.

9.03 Distribution upon Termination of the Plan: The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

Section 10 – Miscellaneous and Administration of the Plan

10.01 Non-Assignability: Except as provided in Section 10.02 and 10.03, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be nonassignable and nontransferable.

10.02 Domestic Relation Orders: Notwithstanding Section 10.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

10.03 IRS Levy: Notwithstanding Section 10.01, the payor or the Administrator, as applicable may pay from a Participant’s or Beneficiary’s Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States
Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

10.04 Tax Withholding: Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3405 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the payor or the Administrator, if applicable may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

10.05 Payments to Minors and Incompetents: Subject to any State law requirements, if a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the payor or the Administrator, if applicable, benefits will be paid to such person as the payor or the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

10.06 Mistaken Contributions: If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (not adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

10.07 Procedure When Distributee Cannot Be Located: The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant’s Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer’s or the Administrator’s records, (b) notification sent to the Internal Revenue Service, the Social Security Administration or the Pension Benefit Guaranty Corporation (under their respective programs to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

10.08 Responsibilities of Employer: The Employer shall have the following responsibilities with respect to administration of the Plan:

(a) The Employer shall make any Employer Contributions required under the Plan.
(b) The Employer shall serve as Administrator of the Plan, unless the Employer designates in writing another person to administer the Plan on behalf of the Employer. The Employer may remove and reappoint a Plan Administrator from time to time in the Employer’s discretion.
(c) The Employer shall supply the Administrator in a timely manner with all information necessary for the Administrator to fulfill its responsibilities under the Plan, including Compensation of Participants and other pertinent facts.
10.09 Responsibilities of Administrator: The Administrator shall administer the Plan according to its terms for the exclusive benefit of Participants, former Participants, and their Beneficiaries in accordance with the following provisions:

(a) The Administrator's responsibilities shall include, but shall not be limited to, the following:

1. To determine all questions relating to the eligibility of Employees to participate or remain Participants hereunder.
2. To maintain all records necessary for administration of the Plan.
3. To interpret the provisions of the Plan and prepare and publish rules and regulations for the Plan.
4. To comply with all reporting, disclosure, and notice requirements of the Code.

(b) In order to fulfill its responsibilities, the Plan Administrator shall have all powers necessary or appropriate to accomplish its duties under the Plan, including the power to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination shall be conclusive and binding upon all persons. However, all discretionary acts, interpretations, and constructions shall be done in a nondiscriminatory manner based upon uniform principles consistently applied.

(c) In order to fulfill its responsibilities hereunder, the Administrator shall be specifically authorized to employ such agents, or attorneys, or contract for such assistance, as the Plan Administrator may from time to time deem necessary or advisable in connection with its responsibilities hereunder and to pay the fees, commission, or salaries incurred on account thereof as an expense of administration of the Plan. The Administrator is authorized to delegate administrative duties to the Custodian when not inconsistent with the terms of this Plan.

(d) The Administrator shall serve as the designated agent for legal purposes under the Plan.

10.10 Resignation and Removal of Administrator: The Administrator may resign at any time by giving the Employer thirty (30) days prior written notice. The Employer may waive such notice. The Employer may remove the Administrator from office at any time by giving written notice to the Administrator, which removal shall be effective as of the date specified in the notice.

10.11 Expenses of Administration: All costs and expenses of administering this Plan shall be paid either directly by the Employer or where applicable, shall be paid pro rata from each Participant’s Account. Payment of such expenses shall not be considered to be Employer Contributions.

10.12 Incorporation of Individual Agreements: The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

10.13 Governing Law: The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

10.14 Headings: Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.
Gender: Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

10.16 This Plan Is Not An Employment Contract: Neither the adoption of the Plan by the Employer, nor any action of the Employer or the Administrator under this Plan, nor the establishment of any custodial account, nor the payment of any benefits, shall be construed to confer upon any person any legal right to be continued as an Employee of the Employer or any affiliated or related employer. All Employees shall be subject to discharge to the same extent as they would have been had this Plan never have been adopted.

Section 11 – Employer Contributions

11.01 Employer Contributions: If the Adoption Agreement provides that this Plan shall accept Employer Contributions, then the following rules shall apply.

Unless otherwise elected by the Employer in the Adoption Agreement, Employer Contributions shall be an amount, if any, determined annually in the sole discretion of the Employer. Post-Employment Employer Contributions shall follow the rules of Section 11.03.

11.02 Correction of Allocations:

(a) In the event that the Administrator learns that Employer allocations have not been made on behalf of an Employee for whom an allocation should have been made pursuant to the terms of this Plan, the Participant’s account for such Employee shall be restored to its proper balance as soon as is reasonably possible.

In the event that the Administrator learns that contributions or allocations have been made on behalf of an Employee for whom allocations should not have been made pursuant to the terms of the Plan; and if such contributions were made pursuant to a mistake of fact, such contributions shall be returned to the Employer within one year of the contributions. Earnings attributable to the mistaken contribution shall not be returned to the Employer, but losses attributable to the mistaken contribution shall reduce the amount to be returned to the Employer.

11.03 Employer Contributions for former Employees:

Includible compensation deemed to continue for post-employment Employer Contributions - For purposes of applying paragraph (b) of this section, a former Employee is deemed to have monthly includible compensation for the period through the end of the taxable year of the Employee in which he or she ceases to be an Employee and through the end of each of the next five taxable years. The amount of the monthly Includible Compensation is equal to one twelfth of the former Employee’s Includible Compensation during the former Employee’s most recent year of service. Accordingly, post-employment Employer Contributions for a former Employee must not exceed the limitation of section 415(c)(1) up to the lesser of the dollar amount in section 415(c)(1)(A) or the former Employee’s annual Includible Compensation based on the former Employee’s average monthly compensation during his or her most recent year of service.
If a Participant who is a former Employee dies during the first 5 calendar years following the date on which the Participant ceases to be an Employee, and Employer contributions are being made pursuant to this Section 11.03, then any additional contributions made after the death of the Participant or former Employee may not exceed the lesser of:

(1) The excess of the former Employee’s Includible Compensation for the year of death over the contributions previously made for the former Employee for that year; or

(2) The total contributions that would have been made on the former Employee’s behalf thereafter if he or she had survived to the end of the 5-year period.
Appendix Z. Proposed Conflict of Interest Policy
SYNERGY CYBER CHARTER SCHOOL – PROPOSED CONFLICT OF INTEREST POLICY

ARTICLE I: PURPOSES

It is important for Synergy Cyber Charter School directors, officers, and staff to be aware that both real and apparent conflicts of interest or dualities of interest sometimes occur in the course of conducting the affairs of the corporation and that the appearance of conflict can be troublesome even if there is in fact no conflict whatsoever. Conflicts occur because the many persons associated with the corporation should be expected to have, and do in fact generally have multiple interests and affiliations and various positions of responsibility within the community. In these situations a person will sometimes owe identical duties of loyalty to two or more corporations. The purpose of the conflict of interest policy is to protect the corporation’s tax-exempt interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation or might result in a possible excess benefit transaction. The policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Conflicts are undesirable because they potentially or eventually place the interests of others ahead of the corporation’s obligations to its charitable purposes and to the public interest. Conflicts are also undesirable because they often reflect adversely upon the person involved and upon the institutions with which they are affiliated, regardless of the actual facts or motivations of the parties. However, the long-range best interests of the corporation do not require the termination of all association with persons who may have real or apparent conflicts that are harmless to all individuals or entities involved.

Each member of the board of directors and the staff of the corporation has a duty of loyalty to the corporation. The duty of loyalty generally requires a director or staff member to prefer the interests of the corporation over the director’s/staff’s interest or the interests of others. In addition, directors and staff of the corporation shall avoid acts of self-dealing which may adversely affect the tax-exempt status of the corporation or cause there to arise any sanction or penalty by a governmental authority.

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

ARTICLE II: DEFINITIONS

2.1 Interested Person
Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2.2 Financial Interest
A person has a financial interest if the person has, directly or indirectly, thorough business, investment, or family:
(a) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement,
(b) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or
A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III: PROCEDURES

3.1 Duty to Disclose
In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

3.2 Determining Whether a Conflict of Interest Exists
After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3.3 Procedures for Addressing the Conflict of Interest
(a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
(b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
(c) After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy
(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
(b) If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
ARTICLE IV: RECORDS OF PROCEEDINGS

4.1 Minutes
The minutes of the governing board and all committees with board delegated powers shall contain:
(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact existed.
(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V: COMPENSATION

5.1 A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member’s compensation.
5.2 A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member’s compensation.
5.3 No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI: ANNUAL STATEMENTS

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
(a) Has received a copy of the conflicts of interest policy,
(b) Has read and understands the policy,
(c) Has agreed to comply with the policy, and
(e) Understands that the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII: PERIODIC REVIEWS

To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm’s length bargaining.
(b) Whether partnerships, joint ventures, and arrangements with management corporations conform to the corporation’s written policies, are properly recorded, reflect reasonable
investment or payments for goods and services, further charitable purposes and do not result in
inurnment, impermissible private benefit or in an excess benefit transaction.

**ARTICLE VIII: USE OF OUTSIDE EXPERTS**

When conducting the periodic reviews as provided for in Article VII, the corporation may, but
need not, use outside advisors. If outside experts are used, their use shall not relieve the
governing board of its responsibility for ensuring periodic reviews are conducted.

**CERTIFICATE OF ADOPTION OF CONFLICT OF INTEREST POLICY AND AGREEMENT**

I do hereby certify that the above stated Conflict of Interest Policy and Agreement for
Synergy Cyber Charter School were approved and adopted by the board of directors on
Saturday, December 21, 2009 and constitute a complete copy of the Conflict of Interest Policy of
the corporation.

Secretary_________________

Date: ________________
Appendix AA. Proposed Investment and Bank Account Policy
SYNERGY CYBER Charter School
Board of Trustees Policy
INVESTMENT AND BANK ACCOUNTS POLICY

1. Purpose

The Board of Trustees of SYNERGY CYBER Charter School ("SCCS") shall designate one or more bank(s) and trust companies as depository(s) for the safeguarding of school funds by a majority vote of the Board of Trustees in accordance with the Bylaws.

To ensure all investments are in accordance with Pennsylvania Department of Education (PDE) requirements and other applicable law, and are the best value in terms of quality, product/service specification and return on investment is achieved.

2. Authority

2.1 Each designated depository shall be federally secured and insured by the FDIC and such deposits shall be so secured and insured in accordance with law AND Act 72. Allowable investments shall be:

- United States Treasury bills.
- United States Treasury Bills. Short-term obligations of the United States Government or its agencies or instrumentalities.
- Deposits in savings accounts or time deposits or shared 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.
- 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, the Commonwealth of Pennsylvania, or of any political subdivision of the Commonwealth of Pennsylvania of any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.

2.2 Each designated depository shall be advised not to cash checks payable to SCCS but to deposit said checks to SCCS accounts.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, AND/OR THE CHARTER APPLICATION OR ADOPTED CHARTER, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR THE CHARTER APPLICATION OR ADOPTED CHARTER CONTROL.
Appendix BB. Student/Family Handbook
SYNERGY CYBER CHARTER SCHOOL

STUDENT AND FAMILY HANDBOOK
We, the undersigned, acknowledge that this handbook contains important information for parents, guardians and students. We acknowledge that we have received a copy of the Synergy Cyber Charter School Family Handbook for the 2014-2015 academic school year.

We are aware that this handbook contains information and policies for our review. We have reviewed the information and policies contained in this handbook, including the “Positive School Wide Behavior Plan” upon which consequences will be dispensed in an effort to change behavior and to help students make better decisions.

We understand that all students will be held accountable for their behavior and that failure to abide by the guidelines for student behavior can result in the discipline outlined in this handbook.

We understand that the school policies as they are set forth in this handbook are part of a contract that exists between the school and the parents, guardians and students. Therefore, to insure that all parties have read the policies and agree to abide by them, please sign the acknowledgement below, tear out this page and return it to the school. It can be mailed to SYNERGY CYBER Charter School.

We are aware that Synergy Cyber Charter School reserves the right at any time to amend or to add to the policies, regulations and Code of Discipline Conduct contained in this handbook. We are also aware that the 2014-2015 Family Handbook is accessible online at www.synergycyber.com, and that any changes or updates to this handbook will be posted on the website.

Print Name of Student ________________________________

______________________________
Signature of Student

Print Name of Parent/Guardian______________________________

______________________________
Signature of Parent/Guardian
Greetings!

Thank you for joining the SYNERGY CYBER Charter School (“SCCS”) family. The enclosed materials explain our school and its mission. These materials are designed to contribute to the creation and maintenance of an environment that supports academic and social success.

As we strive to provide an outstanding academic experience, we will continue to meet the primary goal of our mission statement. To achieve this goal, parents, guardians, and caregivers, as well as the school must work as a team to motivate, stimulate, and encourage our students to be the best at what they endeavor to achieve.

The Family Handbook explains, in summary form, SCCS’s academic and social requirements, as well as expectations, for the following:

- Academic offerings
- Extracurricular activities
- High school preparation
- Study habits
- Homework policy
- Grading system
- Parental involvement
- Use of electronic devices
- School citizenship
- Discipline system

Please review the Handbook. All students are required to adhere to the policies outlined therein. SCCS respects and recognizes the importance of “the Village”. We must always remember that “the child we educate will one day lead the Village.” SCCS further believes it takes a partnership of parents, guardians, primary caregivers and educators to academically and socially prepare our children for today’s world.

Here’s to putting children first!

The administration of SCCS wishes parents, guardians, primary caregivers and children a successful and productive school year!

Most sincerely,

Chief Academic Officer/Principal
Introduction

The SCCS Family Handbook is meant to serve as the blueprint for determining permissible and prohibited school behavior and reiterating the rights and responsibilities of students, parents and school staff.

Mission and Vision

The SYNERGY CYBER Charter School, in partnership with families and the neighboring community, endeavors to provide students with a sound basis for life-long learning and success. We share the vision of our founders that an academically rigorous, standards-based curriculum will result in the production of informed, self-sufficient, creative, confident, responsible, motivated and productive citizens. Students actively prepare for the real world by learning to work collaboratively and to be good stewards of and active participants in their communities.

School Beliefs

1. Every individual has inherent worth.
2. Students learn at different rates.
4. Teachers make a difference.
5. Change is an ongoing process that is necessary for improvement.
6. Ongoing staff involvement in school improvement is essential for professional growth.
7. Learners actively construct their own knowledge.
8. Learners come to task with prior knowledge, beliefs and strategies that influence their understanding of and approach to subsequent events and activities.
9. Learning is supported by social interaction and among students and among adults.
10. Culture influences learning by making certain knowledge, beliefs and practices more salient or readily understood than others.

11. Education should reflect authenticity, academic rigor, applied learning, active exploration and opportunities for improving teacher/student relationships and assessments.

12. High standards imply an expectation for educators as well as learners.

13. School must be a safe and inviting environment conducive to learning.

14. Schools, parents and community influence the conditions for success.

**Statement of Philosophy of Education**

The teachers and administrators of SCCS are pledged to the following goals of education.

- We are committed to the education of all children in our school.
- We are committed to the belief that education is the process whereby society utilizes its knowledge of learning to develop each individual to the highest degree possible in a democratic society.
- We are committed to providing the opportunity for each child to have a solid academic program and an awareness of vocational skills needed in life.
- We are committed to a variety of teaching methods and instruction with the knowledge that individual differences exist and must be met. We believe that students should be encouraged, challenged and motivated by each day’s activities.
- We are committed to the belief that every child should be encouraged and stimulated to be perceptive, to develop critical thinking skills, and to make logical decisions based on fact.
- We are committed to the task of developing in each child an awareness of our country’s past and our culture. This task includes developing a sense of citizenship as students become aware of their role in the community, state, nation and world.
- We are committed to a program that stresses the basic tools of learning and communication.
- We are committed to the development of self-discipline, responsibility for one’s own actions, the importance of health and safety, and the ability to handle interpersonal relationships.

We expect that SCCS students will:

- Respect self, others, property and the environment.
- Set and strive to meet high standards of performance.
- Be effective communicators, problem-solvers and decision-makers.
- Use cooperative and independent learning strategies.
- Have developed a knowledge base which empowers them to become effective citizens.

**Curriculum and Instruction**

The introduction of new educational concepts and the continuing reinforcement and mastery of previously introduced objectives are the basis for this curriculum.

**SCHOOL GOALS**

**Language Arts**

1. Students will read and use written material appropriate for grade level
2. Students will demonstrate active listening skills appropriate for grade level
3. Students will express an idea(s) in written form appropriate for grade level
4. Students will communicate ideas and information orally appropriate for grade level
5. Students will demonstrate an understanding of various forms of literature including different cultures, eras or ideas appropriate for grade level
6. Students will demonstrate an understanding of how language works to communicate ideas appropriate for grade level.

**Mathematics**

1. Students will perform basic computations appropriate for grade level
2. Students will make numerical comparison appropriate for grade level
3. Students will demonstrate an understanding of measurement of concepts appropriate for grade level
4. Students will demonstrate an understanding of problem solving using mathematical/algebraic statements appropriate for grade level
5. Students will demonstrate an understanding of geometric concepts appropriate for grade level
6. Students will demonstrate an understanding of various forms of data collections and analysis appropriate for grade level
7. Students will demonstrate an understanding of estimation and prediction appropriate for grade level.

**Science**

1. Students will develop and utilize curiosity and achieve scientific literacy developing a balanced understanding of the concepts of life science, chemistry,
physics, earth/space, and environmental science and engage rigorously in the process skills of science through real-world application.

2. Students will use the scientific method to develop a plan to test and analyze their hypothesis.

3. Students will plan and create one science fair project each year connecting science concepts to the real world.

4. Students will demonstrate an understanding of the social implications of scientific development.

Social Studies

1. Students will have knowledge of political and economic principles.
2. Students will demonstrate knowledge of significant persons and events in history.
3. Students will demonstrate characteristics of good citizenship.
4. Students will have knowledge of geography.
5. Students will have knowledge of other cultures.
6. Students will know how to use maps, charts, graphs, and social science tools.
7. Students will use social science skills and knowledge to develop and practice lifelong learning skills.

Spanish

1. Students will build their Spanish vocabulary.
2. Students will become familiar with Hispanic/Latino and European cultures and traditions.
3. Students will learn grammatical functions in the Spanish language.
4. Students will work on oral communication in Spanish
5. Students will speak Spanish in real-life situations

Technology

2. Students will effectively utilize the internet and Microsoft applications to complete research projects and other assignments in the core subjects.
3. Students will navigate the internet to research information.
4. Students will utilize technology to enhance the quality of learning.

Music and Art

1. Students will demonstrate an understanding of the unique qualities, tools and processes of art and music and be able to distinguish the various media.
2. Students will participate in the creative and performance process of art and music
3. Students will demonstrate an understanding and appreciation of art and music as an expression of culture.

Physical Education and Health

1. Students will understand the principles and strategies of movement in physical activity
2. Students will understand concepts of health, healthy living, safety and injury prevention in daily living
3. Students will understand importance of heredity, environmental factors and personal lifestyle in daily living
4. Students will understand nutritional and dietary choices that impact health and wellness
5. Students will demonstrate an understanding of appropriate information about sexuality and other current sexual issues
6. Students will understand that tobacco, alcohol, street drugs and prescription drugs can cause harmful and deadly effects on the human body.
7. Students will understand the rules of team sports and the importance of good sportsmanship

Cross-Curricular Academics
1. Students will be independent critical thinkers and problem solvers.
2. Students will be clear and effective communicators of the English language.
3. Students will demonstrate personal, social, and civic responsibility.
4. Students will demonstrate social skills necessary to be successful in society.

The School Day
The regular school day begins at 7:30 AM and ends at 4:00 PM. The Tuesday school day ends at 2:00 PM.

Preparation for Class
Each student is expected to sign-in to every class fully prepared to do the required work.

Policies and Procedures
SCCS students engage in an academically rigorous, all-inclusive, standards-driven curriculum. Dedicated to seeking excellence in all aspects of their own development, SCCS students model the principles of character and scholarship and cultivate their innate entrepreneurial spirits in a hurt-free environment where learning is challenging, enjoyable and stimulating.

Assemblies
Assemblies are a scheduled part of the curriculum and, as such, are designed to be educational as well as entertaining experiences. They provide one of the few opportunities for the school to participate as a group. Regardless of the type of program, courtesy demands that
the student body be respectful and appreciative. Students will be encouraged to submit questions but only as they relate to the topic being discussed.

**Attendance Policy**

It is of utmost importance that each student participates in school every day. Irregularity in attendance is the most frequent cause of unsatisfactory work and school failure. One day’s absence often costs two days of school work – the day of the absence and the lack of preparation for the day of return.

It should be understood that any extended absence from school means loss to the absentee, that extended absences may cause serious loss, and that all justifiable absences should be for genuinely good reasons.

**Attendance Procedures**

A parent or guardian should contact the school each day that his/her child is absent to report that absence and the reason for it. Voice mail is available for calls outside regular school hours. Telephone calls from the student to explain his or her absences are not acceptable. The student’s home will be called if a parent does not call the school.

If a student has excessive absences he or she will have a conference with a counselor who will determine the necessity of having a parent contact the school to discuss the matter.

Return from an absence of more than two days must be accompanied by a doctor’s note. These absences are subject to review by the counselors using the following procedure:

1. The student’s parent must appear in person to explain the absence.
2. The student must do all make-up work.
3. If the absence is at least ten consecutive days it will be considered truancy and must be reported to the student’s School District for further action.

**Make-up Work**

Make-up work is the responsibility of the individual student. If a student has missed classes and his/her absence is excused, he/she must obtain work to be made up located in the
classroom area specified by the teachers. Students will be given a reasonable amount of time to make-up work, up to but not to exceed twice the number of days absent.

Pre-Arranged Absences

These absences should be requested in writing by a parent and submitted to the office. This includes absences for part of the day for appointments. A student must sign out in the office whenever he/she leaves with his/her parent’s permission during the school day. A student cannot be released during school time to anyone other than his parent or to someone with WRITTEN permission from the parent.

Excused Absences

Parents or guardians must submit a signed note after any absence. In certain circumstances, a note requesting temporary excusal from school must be presented to the school prior to the absence in order for it to be recorded as excused.

SCCS recognizes the following absences as EXCUSED, as required by law:

1. Religious holidays or instruction (pre-approval required).
2. Tutorial work (pre-approved).
3. Health care – medical and dental appointments (doctor’s note required).
4. Student illness (after 3 sick days, a doctor’s note is required).
5. Death in the family (verification is required).
6. Educational tour or trip (pre-approval required).
7. Unavoidable accident or emergency
8. Personal reason arranged in advance with the principal

Unexcused Absences

The following schedule will be used in the disposition of all Unexcused Absences:

- 1st Occurrence – Notification of parents via telephone call
- 2nd Occurrence – Notification of parents and guidance staff.
- 3rd Occurrence – Conference held with parents; notification of social worker and guidance staff.

Note: Ten consecutive days requires reporting to School District Truancy Office and dropping from the school roster.

Skipping Classes and Poor Attendance will not be condoned. If a student skips classes, parents will be notified. The absence will be recorded as UNEXCUSED.

Homework

Home study is a necessary part of each pupil’s educational program. To achieve satisfactory work, each student is expected to spend time in independent study.
Meaningful homework is assigned to help students become self-reliant learners and to enhance independent study habits. Homework will be assigned at least four (4) times a week. Weekly homework packets may be distributed every Monday by each subject teacher. Students should adhere to all due dates. The length of assignments is expected to increase with grade level.

It is the student’s responsibility to:

- Keep an accurate record of assignments;
- Have necessary materials at hand;
- Follow study techniques outlined by teachers and teaching assistants;
- Apply and practice skills learned in class;
- Strive for the best quality of work possible;
- Complete all assignments on time and have them signed by parents;
- Make up all missed homework and
- Submit assignments when due.

Parents should encourage systematic study habits, show interest in assignments, commend satisfactory performance and provide the proper conditions for home study. Parents will be contacted when students consistently fail to turn in homework assignments.

**Elements of Good Study Habits**

A. Attitude is important
   - Think positive
   - Work independently
   - Seek help only when you have exhausted your own resources
   - Ask questions.

B. Learning requires concentration
   - Mentally focus on the task before you.

C. Choose the right study environment
   - Have a quiet place to study.

D. Read
   - Assignments should be read repeatedly to grasp the basic content. Re-read slowly to understand content and details. Take notes and prepare an outline of your work.

E. Time Management
   - Do not wait until the last minute to complete your assignments.
Report Cards

A report card will be issued to parents on a quarterly basis. Parents will be notified when report cards are issued. The report card should be signed by the parent and returned to the advisory teacher. Parents will be provided a copy of each report card. Parents are urged to contact teachers if there are questions concerning grade reports. Parents may be notified at mid-term if their child is doing unsatisfactory work.

Honor Roll

The honor roll will be published at the end of each grading period. In order to be eligible for First Honors a student must earn a grade point average (GPA) of 4.0 or A’s in all subjects and Satisfactory in Behavior. In order to be eligible for Honors, a student must earn a grade point average (GPA) of 3.0 or A’s and B’s in all subjects and Satisfactory in behavior.

Students who attain First Honors and Honors status will be invited to become members of the Synergy Cyber Charter School chapter of the National Junior Honor Society. Students in the eighth grade with an average above 95% will receive the United States President’s Award for Academic Excellence.

Grades and Grading

<table>
<thead>
<tr>
<th>Grading System</th>
<th>Average</th>
<th>Grade</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average</td>
<td>90-100</td>
<td>A</td>
<td>Advanced</td>
</tr>
<tr>
<td>B</td>
<td>80-89</td>
<td>Proficient</td>
<td>Basic</td>
</tr>
<tr>
<td>C</td>
<td>70-79</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>65-69</td>
<td>Minimally Basic</td>
<td>Below Basic</td>
</tr>
<tr>
<td>F</td>
<td>0-64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P</td>
<td>65-100</td>
<td>Pass</td>
<td></td>
</tr>
</tbody>
</table>

The grades on a student’s report card are actually his/her progress report. They are determined by the student’s tests, quizzes, projects, class work, participation and attitude.

If a student’s grades go lower, there must be a reason, and the reason should be discovered at once. The student should discuss the situation with his/her teacher and parents. The report card has a comment key which should help to explain why a student’s grade has fallen. It also indicates in what areas the student needs to work in order to improve the grade.

Each teacher explains the grading procedure to each class at the beginning of the school year or when a new class starts.
**Promotion and Retention**

Failing one core subject will result in the need for the student to enroll in summer school and successfully complete the class in order to move on to the next grade. If the student does not attend summer school, or fails the class in summer school, he/she will be retained.

A student who, at the end of the school year, fails any two of the following courses: mathematics, social studies, science, and/or language arts will be retained.

**Discipline Philosophy**

Since an effective person in a democracy is a self-disciplined person, the ultimate goal of all discipline must be self-discipline. Self-discipline, which is a shared and learned experience, begins with early training in home, school and community.

Students and teachers must interact in a climate that has enough freedom of expression, action, respect and choice to be conducive to creative learning. Responsible rules and regulations, developed and enforced by the administrators are therefore necessary to create and maintain a positive learning environment in which trusting and assuming responsibility become a natural part of the school day.

Accordingly, school staff members will make every effort, individually, collectively and cooperatively, with appropriate available community resources, to help each student learn self-discipline.

When self-discipline fails, it becomes necessary for those directly responsible for the operation of the school to discipline those students who interfere with the learning environment of the school. Acts or conduct detrimental to the welfare, safety, or morals of students, or contrary to the authority of school personnel will not be tolerated.

Consequently, the professional school staff will discipline appropriately all students who do not conduct themselves in accordance with the rules and regulations established and who thus hinder the normal progress of others. It is expected that in dealing with offenders, school personnel will carefully scrutinize the needs of the offenders and the reasons for their acts, so that all discipline can be kept on a constructive, personally meaningful, basis.

Just as societal mores and attitudes affect the school, so the school affects society. Hence, good school discipline is a part of, and aids in, the development of self-discipline; furthermore, it reinforces home and community training to achieve the long-range goal of producing a responsible, self-disciplined citizen.
School personnel are responsible for establishing and maintaining discipline. Therefore, the administrators and the Board of Trustees have the right to establish rules and regulations, to create minimum standards for acceptable student behavior. Furthermore, administrators have the right to – and thus must enforce – these rules and regulations by determining appropriate penalties to impose upon any students whose behavior or conduct is determined to be in violation of these rules.

Acts that may be considered as a violation of school rules are the following:

1. Being late to class
2. Demonstrating unacceptable conduct in class
3. Failing to complete assigned homework
4. Cheating
5. Profane or vulgar language or verbal threats
6. Verbal and/or physical intimidation, including cyber bullying
7. Misuse of computers

The above examples are neither exclusive nor all-encompassing, nor do they in any way limit the discipline policy.

Discipline with Dignity

The focus of our Discipline policies and procedures, at a minimum, are implemented with the following in mind:

- Preserve the optimum environment in which to deliver instructional services.
- Respond to disruptive influences with corrective measures in a firm and consistent manner while attempting to correct deviant behaviors.
- Remove (as a last resort) disruptive students from the educational environment so that all of our SCCS students can successfully pursue their educational goals.

Positive School Wide Behavior Plan

Positive Behavior Support (PBS) is based on a problem-solving model and aims to prevent inappropriate behavior through teaching and reinforcing appropriate behaviors. PBS offers a range of interventions that are systematically applied to students based on their demonstrated level of need, and addresses the role of the environment as it applies to development and improvement of undesired student behavior.

The SCCS Code of Discipline Conduct

The CEO and Principal may take actions as consequences for student misconduct. Please understand that members of the SCCS will be fair in the use of disciplinary consequences. In this attempt, each student and situation will be reviewed on a case by case basis. In this environment, fair treatment does not always mean equal treatment.
General School Rules

Student Behavior that May Lead to Administration Referral:

1. Unauthorized solicitation or unauthorized distribution of materials.
2. Disobedience, defined as the deliberate failure to follow the instructions of the teacher, which results in the disruption of class.
3. Class disruption.
4. Any act deemed inappropriate by the administration. These will be communicated to the students and staff through written notice, intercom announcements, assembly programs, or daily bulletins.
5. Cutting school and/or class.
6. Insolence defined as blatant, bold, defiant attitude toward authority; a hostile, deliberate confrontation to an adult’s authority.
7. Profanity or obscene gesture directed at any faculty or staff member.
8. Blackmail or threats.
9. Possession or distribution of obscene material.

Enforcement of Rules and Regulations

The following are explanations of the disciplinary measures which may be employed by school personnel following a student’s violation or continued violation of rules or regulations. A violation of the rules is to be established by a preponderance of evidence and disciplinary action taken will be based on established guidelines, previous infractions and the situation. Disciplinary measures which may be used include but are not limited to demerits, detention, in-school suspension, out-of-school suspension or expulsion.

Suspension Procedures

Under Pennsylvania law, suspension is an exclusion from school for a period of 1 to 10 consecutive days. The Principal is the person who can suspend students. No student shall be suspended until he or she has been informed of the reasons for suspension and given an opportunity to respond. However prior notice for an impending suspension is not necessary when the health, safety, or welfare of the school community is threatened.

1. All suspensions must be followed by a phone call and written notification to the parent and Board of Trustees detailing the reasons for the suspension.
2. For a suspension of more than 3 days, the student and parent shall be given an opportunity for an informal hearing with the Principal.
3. Sufficient written notice of the time and place of the informal hearing shall be mailed to the parent/guardian.
4. All informal hearings shall be held within the first five days of the suspension. At the informal hearing, students shall have the right to question witnesses and to present witnesses.
5. No suspension shall exceed 10 consecutive school days.
6. Students are responsible for arranging to complete exams and work that is missed while out on suspension.
7. Parents/Guardians must come to the school with their child for a re-instatement conference after the completion of the suspension.

Expulsion Procedure

Expulsion is an exclusion from school by the SCCS Board of Trustees for a period exceeding 10 school days and may include permanent removal from the school.

1. Students who are recommended for expulsion shall first have an informal hearing with the Principal prior to the end of the 10-day exclusion period.
2. After the 10-day exclusion period, but prior to the formal hearing by the Board of Trustees, the student shall be allowed to attend classes unless it is determined at the informal hearing that the student poses a threat to the health, safety, or welfare of the school community.
3. Whenever possible, all formal hearings will be held before the end of the 10-day exclusion period.
4. Parents/Guardians shall receive notice of the time and place of the formal hearing by certified mail at least 3 days before the scheduled hearing.
5. The formal hearing is to be private unless the student or parent requests otherwise.
6. At the formal hearing, the student has the right to counsel, to have the names of witnesses, copies of statements, and affidavits of witnesses, to request the presence of witnesses to be cross-examined and to present witnesses.
7. Record of the formal hearing must be made either by stenographer or tape recorder.

These offenses may result in out-of-school suspension or expulsion on the first offense:

- Truancy – defined as any unexcused or unacceptable absence, including leaving the classroom without permission
- Repeated or continuous acts of misconduct or disobedience which are disruptive to school functions and/or the educational process
- Theft, including theft of intellectual property
- Verbal abuse or profanity or threats if directed towards a student, a teacher or other school personnel
- Refusal to follow orders or directions, or stated school rules (insubordination)
- Acts that obstruct or interrupt the instructional process in the classroom.
- Statements which may be construed as sexual, ethnic or racial harassment
- Wearing, possessing, using, distributing, displaying or selling any clothing, jewelry emblem, badge, symbol, sign or other item which is evidence of membership or affiliation in a gang, using any speech or committing any act of behavior in furtherance of the interests of any gang or gang activity, including but not limited to soliciting membership, intimidating, threatening, committing any illegal act or violating school district policies
It should be understood that it is not possible to list all offenses which could upset the educational processes and result in the student’s being subject to suspension or expulsion. Only the most serious and frequently violated have been listed.

All such acts shall have been committed on school property or while attending a school-related activity, or upon school personnel while in the discharge of official school business, or while on a school bus or public transportation authorized by the school.

Each student and parent should be aware that some of the above acts can also bring criminal prosecution and penalties as well as school disciplinary action. Legal action can be brought by the school, the police, the state’s attorney, a parent and/or a student.

**Disciplinary Procedures for Students in Learning Support Program**

SCCS is committed to complying with Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Act (IDEA). In order to fulfill all of the procedural safeguards that are required by law when disciplining students in the Learning Support Program (LSP), SCCS has devised the procedures:

1. All LSP students, except those who have been determined to be mentally retarded, may be suspended for violation of school rules for no more than 10 school days in the same school year without a change of placement occurring and triggering the obligation of the school to provide services during the suspension.

2. Any suspension from the current educational placement is a change of placement for mentally retarded students and triggers the obligation of the school to determine whether the violation was due to manifestation of the child’s disability and to provide services during the exclusion.

3. Learning Support students who are suspended for more than 10 school days in the same school year are to be provided with interim alternative education while excluded but not for more than 45 days in the following instances:
   a. The child carries a weapon to school or to a school function, or
   b. The child knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance while at school or at a school function.

4. The Secretary of the Pennsylvania Department of Education shall contract for coordination services in support of mediation hearings conducted by SCCS in regard to disputes concerning Learning Support students.

**Child with a Disability Defined**

Under Section 300.7 of the Code of Federal Regulations (CFR), the implementing legislation for IDEA, a child with a disability is defined as having mental retardation, hearing impairment including deafness, a speech or language impairment, visual impairment including blindness, serious emotional disturbance, a specific learning disability, deaf-blindness, or
multiple disabilities and because of such conditions needs Learning Support and related services. A child who only needs a related service and not Learning Support is not considered a child with a disability unless the related service is considered Learning Support under State standards.

Under Section 300.13 of the CFR, a free appropriate public education (FAPE) means Learning Support and related services that are:

A. Provided at public expense, under public supervision and direction, and without charge.
B. In conformity with an Individualized Education Plan (IEP).

**School Bus Rules and Regulations**

A student riding on a school bus is expected to behave as he/she would in a classroom. Misconduct on a bus will not be tolerated, as it may endanger the safety and well-being of others. Student misbehavior of any kind will be reported by the bus driver to the school disciplinarian, who in turn will determine an appropriate disciplinary measure. If determined to be appropriate, a student may be suspended by the principal from riding the bus if his or her misconduct continues.

Each student should:

- Understand that all conduct on buses is videotaped
- Observe the same conduct he/she would in a classroom
- Be courteous and use no profane language
- Not eat, drink, or smoke on the bus
- Keep the bus clean
- One student per seat
- Not be destructive
- Not throw any objects or spit out of the window
- Stay in his/her seat; the bus driver or a school official may assign seats
- Cooperate with the bus driver
- Keep hands, feet, and head inside the bus
- Not possess or use any drug or alcoholic beverage on the bus
- Become quiet when the bus stops at railroads crossings
- Observe safety precautions at discharge points; where it is necessary to cross the highway, the student should proceed to a point at least ten feet in front of the bus on the right shoulder of the highway where traffic may be observed in both directions, then wait for a signal from the bus driver permitting him to cross
- Observe the same guidelines on bus trips under school sponsorship as he/she observes between home and school

**School Student Records Notification Statement**
The following information pertains to the rights and obligations of parents, students, and the school under Pennsylvania Statutes and the Rules promulgated there under by the Pennsylvania State Board of Education.

1. The student permanent record consists of basic identifying information, academic transcript, attendance, accident reports and health records, records of release of information, and may also consist of records of aware and participation in school-sponsored activities. No other information will be placed in the student’s permanent record. The permanent record will be kept for 60 years after graduation or permanent withdrawal.

2. The student temporary record consists of all information relevant to the student, but is not required in the permanent record. It may include family background information, intelligence test scores, aptitude test scores, psychological and personality test results, disciplinary information, teacher anecdotal records, and Learning Support reports.

3. The temporary record will be reviewed for elimination of out-of-date or unnecessary information every four years or upon a student’s change in attendance centers, whichever occurs first. The temporary record will be destroyed entirely within five years after graduation or permanent withdrawal.

4. The Family Educational Rights and Privacy Act (FERPA) will afford students certain rights with respect to their education records.

   a. They are:

   b. The right to inspect and review the student’s education records within 45 days of the day the school receives a request for access. A parent/guardian or eligible student should submit to the Records Custodian, Principal or other appropriate official, written requests that identify the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected. If the records are not maintained by the school official to whom the request was submitted, that official shall advise the parent/guardian or eligible student of the correct official to whom the request should be addressed.

5. The right to request the amendment of the student’s education records that the parent/guardian or student believes are inaccurate or misleading.

6. The parent/guardian or eligible student may ask the school to amend a record that they believe is inaccurate or misleading. They should write the District official responsible for the record, clearly identify the part of the record they want changed and specify why it is inaccurate or misleading.
7. If the school decides not to amend the record as requested by the parent/guardian or eligible student, the school will notify the parent/guardian or eligible student of the decision and advise the parent/guardian or eligible student of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedure will be provided to the parent/guardian or eligible student when notified of the right to a hearing.

8. The right to consent to disclosures of personally identifiable information contained in the parent/guardian or eligible student’s education records, except to the extent that FERPA authorizes disclosure without consent.

   i. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school in an administrative supervisory, academic, or support staff position (including law enforcement unit personnel and health staff); a person or company with whom the school has contracted such as an attorney, auditor, or collection agent); or a person serving on the Board of Education.

   ii. A school official has a legitimate educational interest to review an education record in order to fulfill his or her professional responsibilities.

   iii. Upon request, the school discloses education records without consent to officials of another school in which a student seeks or intends to enroll.

9. 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 of address of the Office that administers FERPA is:

   **Family Policy Compliance Office**  
   **U. S. Department of Education**  
   **400 Maryland Avenue SW**  
   **Washington, DC 20202-4605**

10. Directory information may be disclosed without prior notice or consent unless the parent/guardian or eligible student notifies the Record Custodian or other official in writing, before October of the current school year, that he does not want any or all of the directory information disclosed. Directory information includes the student’s name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates attendance, degrees and awards received, and the most recent previous educational agency or institution attended.
11. Student record information may be released, transferred, or disclosed to a parent, to a student, to an employee or official of the school district with a current educational or administrative interest in the student, or to the State Board of Education.

12. All rights and privileges accorded a parent shall become exclusively those of the student upon his 18\textsuperscript{th} birthday, graduation from secondary school, marriage or entry into military service, whichever occurs first.

13. The following is designated as directory information and may be released to the general public unless the parent request that any or all such information not be released: student’s name and address, gender, grade level, birth date and place, parent’s name and address, academic awards, degrees, honors, information in relation to school-sponsored activities, organizations and athletics, the student’s major field of study, and period of attendance in the school.

14. Upon permanent withdrawal of a handicapped student, psychological evaluations, Learning Support files and other information contained in the student temporary record which may be of continued assistance to the student may, after five years, be transferred to the custody of the parent or student if the student has succeeded to the rights of the parents. The school will explain to the student and the parent the future usefulness of psychological evaluations, Learning Support files and other information contained in the student temporary record.

15. Student record information may be released, transferred, or disclosed to any person for the purpose of research, statistical reporting or planning, provided that no student or parent can be identified from the information released.

16. Student record information may be released, transferred, or disclosed pursuant to a court order, provided that the parent shall be given prompt written notice upon receipt of such order.

17. If a student moves to another school district, or if the student enrolls in a private or parochial school, information from the student’s records will be sent to that school upon written request from that school’s office if all records are cleared, fines paid, and locks turned in.

\textbf{School Record Keeping Policy}

In accordance with the law, SCCS is required to maintain a record of all requests that are made to access student records. This school record shall be termed the “Student Record Request Log.” The Student Request Log must contain the following information:

a. The name of the student
b. The name of the person making the request
c. Purpose of the request
Parents please note that the Student Record Request Log concerning your child is available to you upon request.

**Student Rights and Responsibilities**

The process of educating a student for responsible citizenship in a democratic society requires reasonable opportunity for him/her to exercise the rights of freedom of speech and expression in the context of the school.

The following statements in no way diminish the legal authority of school officials, the charter authorizing entity or School Districts to deal with student behavior; instead, they recognize and extend the range of the student’s responsibility. No student has the right to interfere with the education of his fellow students. It is thus the responsibility of each student to respect the rights of all who are involved in the educational process.

1. A student has the right to express his/her view in a responsible and respectful manner.

2. A student has the responsibility when expressing his/her view, to use this right so that:
   a. He/she does not disrupt the work of the school or the orderly conduct of classes;
   b. He/she does not mock, ridicule, or deliberately demean or provoke others because of race, religion, national origin, sex, or individual views;
   c. He/she does not interfere with the rights of others.

3. Each student has a right to expect the school to be a safe place to gain an education:
   a. A student has a responsibility to be aware of all rules and regulations and to follow those guidelines pertaining to them.
   b. A student also has a responsibility to discourage others from participating in acts of vandalism and to cooperate with school authorities in the reporting of such acts.

4. In cases of suspension or expulsion, the student who is disciplined has rights as provided by the School Code, constitutional due process and the policies adopted by the Board of Trustees. A student, who behaves irresponsibly, violates the rights of others or presents an actual or threatened danger to persons or property may be suspended or expelled from school and school buses.

5. A student has a responsibility to volunteer information of importance in any disciplinary case.
6. A student has the right to be provided with a school atmosphere that allows him or her to achieve at a level commensurate with his or her ability.

7. Each student has the responsibility to maintain his/her best possible level of academic achievement. To help insure such achievement, a student should develop and maintain good work and study habits, be attentive during class time, complete accurately and promptly all assignments, and be in attendance on a regular and punctual basis.

**Student Placement**

Student placement is a critical element in a student’s academic career. Many elements are considered in the placement of a student including teacher recommendation and test scores. The bottom line is that a student should be placed in a level based on his/her ability to perform the work. A student’s ability to perform the class requirements may or may not coincide with his/her actual performance of the work. If the student has the ability to do the work at a particular level, then that is the level for which the student should be recommended. In the spring when teachers recommend placements for students for the coming year, the student’s ability to perform should be the main consideration. If we are to expect academic excellence from our students, then students should be placed in levels according to what they are capable of doing.

**Awards**

Each year at SCCS a student can earn award certificates or points through participation or special achievement in several areas. Awards are given for achievement in academics, student-council and for active membership in various extra-curricular activities.

**Guidance Department**

The guidance department is an essential link among student, school and community resources. The department provides services to students, parents and teachers. One of the major functions of the guidance department is to provide counseling services to students, counseling or consultation with parents and consultation with teachers. Another major function is to provide academic advisement to students. Further, the department assists to plan the educational program for students with special problems. A student may contact the counselor’s office for help in many areas. For example, a new student may find the transition from his/her previous school a difficult one and may seek guidance and advice.

**The Counseling Office provides support in addressing:**

- Children of incarcerated parents/guardians
- Grief and suicide counseling
- Healthy living programs
- Academic support
- Behavior modification programs
- Grands-As-Parents
- Mental and behavioral health
- Self-esteem enhancement
- Sisterhood/brotherhood groups
- Anger management
- Pre-teen and teen issues

**Change of Address/Telephone Number**

Each student is requested to notify the office at once if there is a change of his/her address or phone number during the school year. Parents must fill out and return documentation of the change.

**Insurance**

The school maintains liability insurance coverage for all members of the school community while in the school, on school property or engaged in school activities.

**Non-Discrimination Policy**

It is the policy of the Synergy Cyber Charter School not to discriminate on the basis of sex, race, age, national origin or disability in its educational and extracurricular programs and activities as required by Pennsylvania Law and Federal Law.

**Student Government**

The Student Government is the student governing body of the school. The president, secretary, and vice-president are elected by the entire student body, while class representatives are chosen by students in each grade level respectively. The student government sponsors a number of projects and activities for the school.

**Yearbook Staff**

The yearbook staff plans and organizes a yearbook which is sold by subscription at cost to the student body. The yearbook consists of individual pictures of staff and students, as well as group pictures of the various school organizations and activities.

**Art Club**

The art club offers artistic opportunities to all students whether or not they may be enrolled in art classes.

**Sex Equity Policy**
It is the policy of SCCS not to discriminate on the basis of sex in its educational extracurricular programs and activities as required by PA 79-597 and Title IX of the 1972 Educational Amendments.

**Sexual Harassment Policy**

Sexual harassment has no place in SCCS and will not be tolerated. Sexual harassment consists of sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature between supervisor subordinate, faculty-student, employee-peer, student-student, or between any student of employee and a member of the public visiting our school when:

a. Submission to such conduct is made either explicitly or implicitly as term or condition of an individual’s employment or educational development;
b. Submission to a rejection of such conduct by an individual is used as the basis for an employment or education decision affecting such individual; or
c. Such conduct has the purpose or effect of unreasonable interference with the individual’s work or educational performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment is a violation of state and federal law and the officials of SCCS will treat all such complaints or allegations with respect and confidentiality to the maximum practical extent, recognizing that the thoroughness of the investigation is not to be compromised. Complaints may be filed with the principal or Chief Operations Officer.

**Textbooks and Other Educational Material**

Books and other educational material given to a student are not to be loaned to another student. Each student is responsible for his/her own material.

**Withdrawal from School**

The office should be notified of any students’ withdrawal from school regardless of the reason or length of absence. A parent must sign a record-release form in order to transfer his/her child’s school records from this school district to another school district. No record will be sent until all obligations to the school have been met and the return of all school-owned property has been verified and all fines paid.

**Parental Involvement**
Parents, guardians, and primary care givers play an important role in the education of their children. You are expected to participate in open houses, workshops, conferences, and meetings. Your cooperation is an essential part of your child’s success.

We encourage and expect you to work with us and your child in the following areas:

a. Supporting Basic Skills -- communication, computation and reading;
b. Supporting Discipline -- strict code of discipline;
c. Supporting our Dress Code – full uniform is mandatory;
d. Supporting Student Progress and Achievement -- report cards conferences are mandatory;
e. Supporting High Expectations -- pass all subjects with no grade lower than a “C”; 
f. Supporting your child’s at-home assignments. Such assignments should be reviewed and signed by you; and

g. Responding to both written and telephone communications from school personnel.

School Citizenship

Every student is expected to conduct himself/herself in a manner defined by our Code of Conduct both within and outside the school.

All students have a right to be free of intimidation either by word, gesture, or deed that is violent, sexual, racial, cultural or religious in nature. Any student who violates this mandate will be subject to disciplinary action.

Some Basic Understandings

The SCCS Board of Trustees has the authority to make reasonable and necessary rules governing the conduct of students in school. As provided by section 1317 of the School Code of the Commonwealth of Pennsylvania:

Authority of Teachers, Vice-Principals, and Principals over Pupils. Every teacher, vice principal and principal in the public schools shall have the right to exercise the same authority as to conduct and behavior over the pupils attending this school during the time they are in attendance, including the time required going to and from their homes, as the parents, guardians or persons in parental relation to such pupils may exercise over them. (Amended July 25, 1963, P.L. 315)
Appendix DD. Evidence of Insurance
Appendix EE. Teacher Induction Plan
The SYNERGY CYBER Charter School believes the classroom teacher is the most important element of the learning experience. The induction program and activities have been designed to support a successful transition into the teaching profession, construct an understanding of our culture, build relationships and expand pedagogical skills. Our teacher induction program is a process to help beginning teachers function more effectively during their first year in the teaching profession.

Induction Program Goals:

- Ensure a successful start to the school year
- Facilitate a seamless transition into the teaching profession and the SYNERGY CYBER Charter School
- Establish a culture of collaborative practice
- Create a culture of continuous professional learning
- Facilitate a culture of collective professional accountability
- Support positive teacher morale
- Put theory into practice
- Transmit the culture of SYNERGY CYBER Charter School to new teachers
- Create strong working relationships between the inductee and the induction team, administration, professional staff, support staff, school directors, students and our community