

**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**

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## **Appendix B. Budget**

Synergy Cyber Charter School		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		2015	2016	2017	2018	2019
<b>Summary</b>						
<b>Opening Fund Balance</b>			\$ 88,273	\$ 258,386	\$ 452,227	\$ 702,782
<b>Revenues</b>						
6000	Local Revenue	\$ 2,439,661	\$ 3,011,041	\$ 3,383,315	\$ 3,775,215	\$ 3,888,472
7000	State Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
8000	Federal Revenue	\$ 84,375	\$ 126,172	\$ 144,471	\$ 161,401	\$ 168,666
9000	Other Financing Sources					
<b>Total Revenue And Other Financing Sources</b>		<b>\$ 2,524,036</b>	<b>\$ 3,137,213</b>	<b>\$ 3,527,786</b>	<b>\$ 3,936,617</b>	<b>\$ 4,057,138</b>
<b>Expenditures</b>						
1000	Instruction	\$ 1,592,618	\$ 1,989,061	\$ 2,177,604	\$ 2,464,731	\$ 2,525,629
2000	Support Services	\$ 838,144	\$ 973,039	\$ 1,151,340	\$ 1,216,331	\$ 1,272,443
3000	Noninstructional Services	\$ -	\$ -	\$ -	\$ -	\$ -
5000	Other Financing Uses	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>Total Expenditure</b>		<b>\$ 2,435,763</b>	<b>\$ 2,967,100</b>	<b>\$ 3,333,944</b>	<b>\$ 3,686,062</b>	<b>\$ 3,803,072</b>
<b>Ending Fund Balance</b>		<b>\$ 88,273</b>	<b>\$ 258,386</b>	<b>\$ 452,227</b>	<b>\$ 702,782</b>	<b>\$ 956,848</b>
<b>REVENUES</b>						
6000	<b>Local</b>					
6700	Revenue from Student Activities					
6944	Receipts from other LEAs in PA (Reg)	\$ 1,822,140	\$ 2,248,893	\$ 2,526,938	\$ 2,819,642	\$ 2,904,231
6941	Receipts from other LEAs in PA (Special)	\$ 617,521	\$ 762,147	\$ 856,376	\$ 955,573	\$ 984,241
6000	<b>Total Local</b>	<b>\$ 2,439,661</b>	<b>\$ 3,011,041</b>	<b>\$ 3,383,315</b>	<b>\$ 3,775,215</b>	<b>\$ 3,888,472</b>
7000	<b>State Sources</b>					
7143	Implementation Grant	\$ -	\$ -	\$ -	\$ -	\$ -
7320	Rental & Sinking Fund Payments	\$ -	\$ -	\$ -	\$ -	\$ -
7330	Health Services					
7810	State Share of Social Security and Medicare Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
7820	State Share of Retirement Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
7000	<b>State Sources</b>	<b>\$ -</b>				
8000	<b>Federal</b>					
8511	IDEA	\$ -	\$ 19,954	\$ 25,119	\$ 28,225	\$ 31,495
8514	Title 1	\$ 75,938	\$ 95,597	\$ 107,416	\$ 119,858	\$ 123,454
8515	Title 2	\$ 8,438	\$ 10,622	\$ 11,935	\$ 13,318	\$ 13,717
8000	<b>Total Federal</b>	<b>\$ 84,375</b>	<b>\$ 126,172</b>	<b>\$ 144,471</b>	<b>\$ 161,401</b>	<b>\$ 168,666</b>
<b>TOTAL REVENUES</b>		<b>\$ 2,524,036</b>	<b>\$ 3,137,213</b>	<b>\$ 3,527,786</b>	<b>\$ 3,936,617</b>	<b>\$ 4,057,138</b>
<b>EXPENDITURES</b>						
		\$ 2,435,763	\$ 2,967,100	\$ 3,333,944	\$ 3,686,062	\$ 3,803,072
		\$ 88,273	\$ 170,113	\$ 193,842	\$ 250,554	\$ 254,066
1000	<b>Instruction</b>					
1100	<b>Regular Instruction Programs</b>					
100	Personnel Services-Salaries	\$ 367,500	\$ 606,850	\$ 673,075	\$ 792,400	\$ 813,625
200	Personnel Services- Employee Benefits	\$ 125,868	\$ 211,500	\$ 238,860	\$ 286,374	\$ 299,529
300	Purchased Professional & Technical Services	\$ 35,500	\$ 36,550	\$ 37,632	\$ 38,745	\$ 39,893
400	Purchased Property Services	\$ 112,500	\$ 137,500	\$ 150,000	\$ 162,500	\$ 162,500
500	Other Purchased Services					
	student services (field trips, etc.)	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883
	Student Internet Connection	\$ 135,000	\$ 165,000	\$ 180,000	\$ 195,000	\$ 195,000
	PSSA Costs	\$ 22,500	\$ 28,325	\$ 31,827	\$ 35,514	\$ 36,579
600	Supplies	\$ 22,500	\$ 28,325	\$ 31,827	\$ 35,514	\$ 36,579
	books/instructional aids	\$ 45,000	\$ 56,650	\$ 63,654	\$ 71,027	\$ 73,158
700	Property					
	Technology	\$ 276,000	\$ 218,025	\$ 243,930	\$ 294,245	\$ 304,323
800	Other objects					
1100	<b>Total Regular Instruction Programs</b>	<b>\$ 1,157,368</b>	<b>\$ 1,504,175</b>	<b>\$ 1,666,718</b>	<b>\$ 1,927,709</b>	<b>\$ 1,978,068</b>
1200	<b>Special Instruction Programs</b>					
100	Personnel Services-Salaries	\$ 200,000	\$ 212,000	\$ 218,000	\$ 224,000	\$ 230,000

<b>Synergy Cyber Charter School</b>		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		2015	2016	2017	2018	2019
200	Personnel Services- Employee Benefits	\$ 68,500	\$ 73,886	\$ 77,364	\$ 80,954	\$ 84,673
300	Purchased Professional & Technical Services	\$ 94,500	\$ 115,500	\$ 126,000	\$ 136,500	\$ 136,500
400	Purchased Property Services	\$ 72,250	\$ 83,500	\$ 89,523	\$ 95,568	\$ 96,388
500	Other Purchased Services					
600	Supplies					
700	Property					
800	Other objects					
1200	<b>Total Special Instruction Programs</b>	<b>\$ 435,250</b>	<b>\$ 484,886</b>	<b>\$ 510,886</b>	<b>\$ 537,022</b>	<b>\$ 547,560</b>
1000	<b>Total Instruction</b>	<b>\$ 1,592,618</b>	<b>\$ 1,989,061</b>	<b>\$ 2,177,604</b>	<b>\$ 2,464,731</b>	<b>\$ 2,525,629</b>
2000	<b>Support Services</b>					
2350	<b>Legal Services</b>					
100	Personnel Services-Salaries					
200	Personnel Services- Employee Benefits					
300	Purchased Professional & Technical Services	\$ 12,198	\$ 15,055	\$ 16,917	\$ 18,876	\$ 19,442
400	Purchased Property Services					
500	Other Purchased Services					
600	Supplies					
700	Property					
800	Other objects					
2350	<b>Legal Services</b>	<b>\$ 12,198</b>	<b>\$ 15,055</b>	<b>\$ 16,917</b>	<b>\$ 18,876</b>	<b>\$ 19,442</b>
2380	<b>Administration</b>					
100	Personnel Services-Salaries	\$ 210,000	\$ 275,600	\$ 316,100	\$ 324,800	\$ 333,500
200	Personnel Services- Employee Benefits	\$ 71,925	\$ 96,052	\$ 112,177	\$ 117,383	\$ 122,775
300	Purchased Professional & Technical Services	\$ 5,000	\$ 5,150	\$ 5,484	\$ 5,970	\$ 6,720
400	Purchased Property Services					
500	Other Purchased Services					
	Insurance	\$ 30,000	\$ 30,900	\$ 32,782	\$ 35,822	\$ 40,317
	Postage & shipping	\$ 24,300	\$ 29,700	\$ 32,400	\$ 35,100	\$ 35,100
	Telephone	\$ 20,000	\$ 20,600	\$ 21,855	\$ 23,881	\$ 26,878
	Advertising					
	Printing	\$ 4,000	\$ 4,120	\$ 4,371	\$ 4,776	\$ 5,376
	Travel	\$ 30,000	\$ 30,900	\$ 32,782	\$ 35,822	\$ 40,317
600	Supplies	\$ 11,250	\$ 14,163	\$ 15,914	\$ 17,757	\$ 18,290
700	Property	\$ 25,000	\$ 5,000	\$ 5,305	\$ 5,796	\$ 6,524
800	Other objects					
2380	<b>Total Administration</b>	<b>\$ 431,475</b>	<b>\$ 512,185</b>	<b>\$ 579,148</b>	<b>\$ 607,107</b>	<b>\$ 635,797</b>
2400	<b>Pupil Health</b>					
100	Personnel Services-Salaries					
200	Personnel Services- Employee Benefits					
300	Purchased Professional & Technical Services	\$ 25,000	\$ 25,750	\$ 26,523	\$ 27,318	\$ 28,138
400	Purchased Property Services					
500	Other Purchased Services					
600	Supplies		\$ -	\$ -	\$ -	
700	Property					
800	Other objects					
2400	<b>Total Pupil Health</b>	<b>\$ 25,000</b>	<b>\$ 25,750</b>	<b>\$ 26,523</b>	<b>\$ 27,318</b>	<b>\$ 28,138</b>
2500	<b>Business</b>					
100	Personnel Services-Salaries					
200	Personnel Services- Employee Benefits					
300	Purchased Professional & Technical Services					
	Business Services	\$ 108,836	\$ 134,192	\$ 150,333	\$ 167,259	\$ 171,789
	Audit Services	\$ -	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
	Payroll Service	\$ 2,960	\$ 3,920	\$ 4,400	\$ 4,720	\$ 4,720
400	Purchased Property Services					
500	Other Purchased Services					
600	Supplies					
700	Property					
800	Other objects					
2500	<b>Total Business</b>	<b>\$ 111,796</b>	<b>\$ 150,112</b>	<b>\$ 166,733</b>	<b>\$ 183,979</b>	<b>\$ 188,509</b>
2600	<b>Operation &amp; Maintenance</b>					
100	Personnel Services-Salaries					
200	Personnel Services- Employee Benefits					
300	Purchased Professional & Technical Services					
400	Purchased Property Services					

<b>Synergy Cyber Charter School</b>		<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
		<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
	<i>Construction</i>					
	<i>Utilities</i>	\$ 15,000	\$ 15,450	\$ 16,391	\$ 17,911	\$ 20,159
	<i>Building Rental</i>	\$ 75,000	\$ 77,250	\$ 81,955	\$ 89,554	\$ 100,794
	<i>Custodial</i>	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
500	<b>Other Purchased Services</b>					
600	Supplies					
700	Property					
800	Other objects					
<b>2600</b>	<b>Total Operation &amp; Maintenance</b>	<b>\$ 110,000</b>	<b>\$ 112,700</b>	<b>\$ 118,345</b>	<b>\$ 127,465</b>	<b>\$ 140,952</b>
<b>2900</b>	<b>Other Support</b>					
100	Personnel Services-Salaries	\$ 110,000	\$ 116,600	\$ 179,850	\$ 184,800	\$ 189,750
200	Personnel Services- Employee Benefits	\$ 37,675	\$ 40,638	\$ 63,825	\$ 66,787	\$ 69,855
300	Purchased Professional & Technical Services					
400	Purchased Property Services					
500	Other Purchased Services					
600	Supplies					
700	Property					
800	Other objects					
<b>2900</b>	<b>Other Support</b>	<b>\$ 147,675</b>	<b>\$ 157,238</b>	<b>\$ 243,675</b>	<b>\$ 251,587</b>	<b>\$ 259,605</b>
<b>2000</b>	<b>Total Support Services</b>	<b>\$ 838,144</b>	<b>\$ 973,039</b>	<b>\$ 1,151,340</b>	<b>\$ 1,216,331</b>	<b>\$ 1,272,443</b>
<b>3000</b>	<b>Noninstructional Services</b>					
<b>5000</b>	<b>Other Financing</b>					
<b>5100</b>	<b>Debt Service</b>					
800	Interest	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
900	Principal					
<b>5100</b>	<b>Total Debt Service</b>	<b>\$ 5,000</b>				
<b>5000</b>	<b>Total Other Financing</b>	<b>\$ 5,000</b>				
	<b>TOTAL EXPENDITURES</b>	<b>\$ 2,435,763</b>	<b>\$ 2,967,100</b>	<b>\$ 3,333,944</b>	<b>\$ 3,686,062</b>	<b>\$ 3,803,072</b>



	2015	2016	2017	2018	2019
<b>Revenues</b>					
<b>Local</b>					
Per pupil funding - regular education	\$ 1,822,140	\$ 2,248,893	\$ 2,526,938	\$ 2,819,642	\$ 2,904,231
Per pupil funding - special education	\$ 617,521	\$ 762,147	\$ 856,376	\$ 955,573	\$ 984,241
Total local funding	\$ 2,439,661	\$ 3,011,041	\$ 3,383,315	\$ 3,775,215	\$ 3,888,472
<b>Federal</b>					
Title I	\$ 75,938	\$ 95,597	\$ 107,416	\$ 119,858	\$ 123,454
Title II	\$ 8,438	\$ 10,622	\$ 11,935	\$ 13,318	\$ 13,717
IDEA pass-through		\$ 19,954	\$ 25,119	\$ 28,225	\$ 31,495
Total federal funding	\$ 84,375	\$ 126,172	\$ 144,471	\$ 161,401	\$ 168,666
<b>Other</b>					
private contributions					
student activity					
<b>Total Revenues</b>	<b>\$ 2,524,036</b>	<b>\$ 3,137,213</b>	<b>\$ 3,527,786</b>	<b>\$ 3,936,617</b>	<b>\$ 4,057,138</b>
<b>Expenditures</b>					
personnel expenses	1,191,468	1,633,126	1,879,251	2,077,497	2,143,706
contracted services	540,745	658,617	726,414	799,113	832,159
student activities	37,500	43,775	47,741	51,905	53,462
insurance	30,000	30,900	32,782	35,822	40,317
consumable supplies	33,750	42,488	47,741	53,270	54,869
travel, telephone, printing	78,800	85,820	91,907	100,079	108,171
books/instructional aids	157,500	194,150	213,654	233,527	235,658
equipment	251,000	160,525	171,109	202,385	188,776
site costs & debt service	115,000	117,700	123,345	132,465	145,952
<b>Total Expenditures</b>	<b>\$ 2,435,763</b>	<b>\$ 2,967,100</b>	<b>\$ 3,333,944</b>	<b>\$ 3,686,062</b>	<b>\$ 3,803,072</b>
<b>Net change in fund balance</b>	<b>\$ 88,273</b>	<b>\$ 170,113</b>	<b>\$ 193,842</b>	<b>\$ 250,554</b>	<b>\$ 254,066</b>
<b>Beginning fund balance</b>	<b>\$ -</b>	<b>\$ 88,273</b>	<b>\$ 258,386</b>	<b>\$ 452,227</b>	<b>\$ 702,782</b>
<b>Ending fund balance</b>	<b>\$ 88,273</b>	<b>\$ 258,386</b>	<b>\$ 452,227</b>	<b>\$ 702,782</b>	<b>\$ 956,848</b>

Synergy Cyber Charter School

revenues

revenue inflation rate >> 3.0%

	driver #1	driver #2	2014	2015	2016	2017	2018
revenue growth factor			1.00	1.03	1.06	1.09	1.13
<b>local revenues</b>							
driver: projected annual per pupil increase			-5%	3%	3%	3%	3%
projected annual per pupil growth factor			0.95	0.98	1.01	1.04	1.07
Per pupil - RegEd	\$ 9,718	average per pupil rate based on PDE site Sept. 2014	1,822,140	2,248,893	2,526,938	2,819,642	2,904,231
Per pupil - SpEd	\$ 20,231	average per pupil rate based on PDE site Sept. 2014	617,521	762,147	856,376	955,573	984,241
<b>total local revenues</b>			<b>\$ 2,439,661</b>	<b>\$ 3,011,041</b>	<b>\$ 3,383,315</b>	<b>\$ 3,775,215</b>	<b>\$ 3,888,472</b>
<b>state revenues</b>							
Social security reimbursement	0%	of non-federal FICA expense	-	-	-	-	-
PSERS reimbursement	0%	of PSERS expense	-	-	-	-	-
Start-up Grant							
Facilities Grant							
<b>total state revenues</b>			-	-	-	-	-
<b>federal revenues</b>							
Title I	\$ 450	per applicable stud.	75,938	95,597	107,416	119,858	123,454
Title II	\$ 50	per applicable stud.	8,438	10,622	11,935	13,318	13,717
Title III	\$ -	per applicable stud.	-	-	-	-	-
IDEA pass-through	\$ 615	per applicable stud.	-	19,954	25,119	28,225	31,495
<b>total federal revenues</b>			<b>84,375</b>	<b>126,172</b>	<b>144,471</b>	<b>161,401</b>	<b>168,666</b>
<b>other revenues</b>							
private contributions							
student activity							
<b>total other revenues</b>			<b>\$ -</b>				
<b>total</b>			<b>\$ 2,524,036</b>	<b>\$ 3,137,213</b>	<b>\$ 3,527,786</b>	<b>\$ 3,936,617</b>	<b>\$ 4,057,138</b>

Synergy Cyber Charter School

expenses

expense inflation rate >> 3.0%

	driver #1	driver #2	2015	2016	2017	2018	2019
expense growth factor			1.00	1.03	1.06	1.09	1.13
<b>personnel expenses</b>							
driver: projected annual 403(b) rate			5%	5%	5%	5%	5%
Salaries		"Personnel" tab	887,500	1,211,050	1,387,025	1,526,000	1,566,875
Health & dental ins	17.00%	of tot. salary	171,798	242,166	286,507	325,616	345,371
Life/disability ins	\$ 300.00	per employee	5,550	7,350	8,250	8,850	8,850
FICA	7.65%	of tot. salary	67,894	92,645	106,107	116,739	119,866
403(b)		annual rate	44,375	60,553	69,351	76,300	78,344
unemployment ins	3.70%	of 1st \$8K earned	5,476	7,252	8,140	8,732	8,732
workers comp	1.00%	of tot. salary	8,875	12,111	13,870	15,260	15,669
<b>total personnel expenses</b>			<b>1,191,468</b>	<b>1,633,126</b>	<b>1,879,251</b>	<b>2,077,497</b>	<b>2,143,706</b>
<b>contracted services</b>							
Business Services	4.0%	of per pupil revs	97,586	120,442	135,333	151,009	155,539
Audit Services			-	12,000	12,000	12,000	12,000
Legal Services	0.5%	of per pupil revs	12,198	15,055	16,917	18,876	19,442
Start Up Services	\$ 10,000	per year, yrs 1-4	10,000	10,300	10,609	10,927	11,255
Professional Curriculum/Training Consultant	\$ 25,000	per year	25,000	25,750	26,523	27,318	28,138
Student Internet Connection	\$ 50	per pupil per mo.	135,000	165,000	180,000	195,000	195,000
Payroll Services	\$ 160	per FTE	2,960	3,920	4,400	4,720	4,720
Special Ed. Consultant (Evaluation)	\$ 1,000	per applicable pupil	31,500	38,500	42,000	45,500	45,500
Special Ed. Instruction Contracted	\$ 2,000	per applicable pupil	63,000	77,000	84,000	91,000	91,000
Transportation	\$ 1,500	per applicable pupil	47,250	57,750	63,000	68,250	68,250
Translation Services	\$ 25,000	per year, yrs 1-4	25,000	25,750	26,523	27,318	28,138
Technology/Networking	\$ 50,000	starting	50,000	62,500	78,125	97,656	122,070
VSIMS billing system	\$ 5	per pupil per mo.	11,250	13,750	15,000	16,250	16,250
E-Rate management	\$ 5,000	base rate	5,000	5,150	5,464	5,970	6,720
Nurse Services	\$ 25,000	base rate	25,000	25,750	26,523	27,318	28,138
<b>total contracted services</b>			<b>540,745</b>	<b>658,617</b>	<b>726,414</b>	<b>799,113</b>	<b>832,159</b>
<b>student activities</b>							
student services (field trips, etc.)		base	15,000	15,450	15,914	16,391	16,883
PSSA costs	\$ 100	per pupil	22,500	28,325	31,827	35,514	36,579
<b>total student activities</b>			<b>37,500</b>	<b>43,775</b>	<b>47,741</b>	<b>51,905</b>	<b>53,462</b>
<b>insurance</b>							
property, general liability	\$ 15,000	base	15,000	15,450	16,391	17,911	20,159
all other	\$ 15,000	base	15,000	15,450	16,391	17,911	20,159
<b>total insurance</b>			<b>30,000</b>	<b>30,900</b>	<b>32,782</b>	<b>35,822</b>	<b>40,317</b>
<b>consumable supplies</b>							
administrative	\$ 50	per average enrollment	11,250	14,163	15,914	17,757	18,290
instructional	\$ 100	per student	22,500	28,325	31,827	35,514	36,579
<b>total consumable supplies</b>			<b>33,750</b>	<b>42,488</b>	<b>47,741</b>	<b>53,270</b>	<b>54,869</b>
<b>other services</b>							
travel	\$ 30,000	base	30,000	30,900	32,782	35,822	40,317
telephone & internet	\$ 20,000	base	20,000	20,600	21,855	23,881	26,878
copier	\$ 4,000	base	4,000	4,120	4,371	4,776	5,376
postage/shipping - student	\$ 100	per pupil	22,500	27,500	30,000	32,500	32,500
postage - office	\$ 8	per pupil	1,800	2,200	2,400	2,600	2,600
staff recruiting			500	500	500	500	500
<b>total other services</b>			<b>78,800</b>	<b>85,820</b>	<b>91,907</b>	<b>100,079</b>	<b>108,171</b>
<b>books/instructional aids</b>							
books/instructional aids	\$ 200	per student	45,000	56,650	63,654	71,027	73,158
LMS/Content	\$ 500	per student	112,500	137,500	150,000	162,500	162,500
<b>total books/instructional aids</b>			<b>157,500</b>	<b>194,150</b>	<b>213,654</b>	<b>233,527</b>	<b>235,658</b>
<b>equipment</b>							
office furniture	\$ 25,000		25,000	5,000	5,305	5,796	6,524
student furniture	\$ 5,000		5,000	5,150	5,305	5,464	5,628
staff computers	\$ 1,000	per new FTE	18,500	6,000	3,000	20,500	6,000
student computers	\$ 750	per new pupil	168,750	103,125	112,500	121,875	121,875
software	\$ 150	per pupil	33,750	41,250	45,000	48,750	48,750
<b>total equipment</b>			<b>251,000</b>	<b>160,525</b>	<b>171,109</b>	<b>202,385</b>	<b>188,776</b>
<b>site costs</b>							
building rent	\$ 15	5000 Sq.	75,000	77,250	81,955	89,554	100,794
utilities	\$ 3	per sq. ft.	15,000	15,450	16,391	17,911	20,159
repairs		base	20,000	20,000	20,000	20,000	20,000
debt service			5,000	5,000	5,000	5,000	5,000
<b>total site costs</b>			<b>115,000</b>	<b>117,700</b>	<b>123,345</b>	<b>132,465</b>	<b>145,952</b>

2,435,763      2,967,100      3,333,944      3,686,062      3,803,072

Synergy Cyber Charter School

students

	2015	2016	2017	2018	2019
<b>students by grade</b>					
K	25	25	25	25	25
1	25	25	25	25	25
2	25	25	25	25	25
3	25	25	25	25	25
4	25	25	25	25	25
5	25	25	25	25	25
6	25	25	25	25	25
7	25	25	25	25	25
8	25	25	25	25	25
9	0	25	25	25	25
10	0	25	25	25	25
11	0	0	25	25	25
12	0	0	0	25	25
<b>total</b>	<b>225</b>	<b>275</b>	<b>300</b>	<b>325</b>	<b>325</b>
<b>percentage SpEd</b>	<b>14%</b>	<b>14%</b>	<b>14%</b>	<b>14%</b>	<b>14%</b>
# SpEd	32	39	42	46	46
# RegEd	194	237	258	280	280
<b>% FRPL</b>	<b>75%</b>	<b>75%</b>	<b>75%</b>	<b>75%</b>	<b>75%</b>
# FRPL	169	206	225	244	244

RegEd average rate	SpEd average rate
\$ 9,718.00	\$20,231.00

per PDE site updated Sept 2014

Synergy Cyber Charter School

personnel

salary inflation rate >> 3.0%

Position	Base salary	FTEs					Salary Expense				
		2015	2016	2017	2018	2019	2015	2016	2017	2018	2019
<i>inflation index</i>							1.00	1.06	1.09	1.12	1.15
<b>administration</b>											
CEO/Principal	\$ 90,000 \$ / FTE	1.00	1.00	1.00	1.00	1.00	90,000	95,400	98,100	100,800	103,500
CAO/Vice-Principal	\$ 90,000 \$ / FTE	1.00	1.00	1.00	1.00	1.00	90,000	95,400	98,100	100,800	103,500
Administrative Assistant	\$ 30,000 \$ / FTE	1.00	1.00	2.00	2.00	2.00	30,000	31,800	65,400	67,200	69,000
Special Ed Coordinator	\$ 50,000 \$ / FTE	1.00	1.00	1.00	1.00	1.00	50,000	53,000	54,500	56,000	57,500
Guidance Counselor	\$ 50,000 \$ / FTE	-	1.00	1.00	1.00	1.00	-	53,000	54,500	56,000	57,500
	\$ - \$ / FTE	-	-	-	-	-	-	-	-	-	-
	\$ - \$ / FTE	-	-	-	-	-	-	-	-	-	-
	\$ - \$ / FTE	-	-	-	-	-	-	-	-	-	-
<b>administration - total</b>		<b>4.00</b>	<b>5.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>260,000</b>	<b>328,600</b>	<b>370,600</b>	<b>380,800</b>	<b>391,000</b>
<b>instruction</b>											
Regular Teachers	\$ 45,000 \$ / FTE	5.00	9.00	10.00	12.00	12.00	225,000	429,300	490,500	604,800	621,000
Learning Coaches/Tudors	\$ 25,000 \$ / FTE	3.00	4.00	4.00	4.00	4.00	75,000	106,000	109,000	112,000	115,000
Special Education Teachers	\$ 50,000 \$ / FTE	2.00	2.00	2.00	2.00	2.00	100,000	106,000	109,000	112,000	115,000
Teacher - ESL	\$ 50,000 \$ / FTE	1.00	1.00	1.00	1.00	1.00	50,000	53,000	54,500	56,000	57,500
Teachers - Specialists	\$ 45,000 \$ / FTE	1.50	1.50	1.50	1.50	1.50	67,500	71,550	73,575	75,600	77,625
<b>instruction - total</b>		<b>12.50</b>	<b>17.50</b>	<b>18.50</b>	<b>20.50</b>	<b>20.50</b>	<b>517,500</b>	<b>765,850</b>	<b>836,575</b>	<b>960,400</b>	<b>986,125</b>
<b>student support</b>											
Technology Facilitator	\$ 55,000 \$ / FTE	1.00	1.00	2.00	2.00	2.00	55,000	58,300	119,900	123,200	126,500
Counselor	\$ 55,000 \$ / FTE	1.00	1.00	1.00	1.00	1.00	55,000	58,300	59,950	61,600	63,250
	\$ - \$ / FTE	-	-	-	-	-	-	-	-	-	-
<b>student support - total</b>		<b>2.00</b>	<b>2.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>110,000</b>	<b>116,600</b>	<b>179,850</b>	<b>184,800</b>	<b>189,750</b>
<b>total</b>		<b>18.50</b>	<b>24.50</b>	<b>27.50</b>	<b>29.50</b>	<b>29.50</b>	<b>887,500</b>	<b>1,211,050</b>	<b>1,387,025</b>	<b>1,526,000</b>	<b>1,566,875</b>

## **Appendix C. Discipline Policy**

## SYNERGY CYBER CHARTER SCHOOL DISCIPLINE POLICY

### SCHOOL RULES & BEHAVIOR STANDARDS

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 cases 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).

**Positive Climate & Pro Social Skills Exploration**

CHECKLIST	YES	NO	COMMENTS
1. A Positive Climate is an integral part of the school's overall vision and mission.	X		
2. Strategies are used school-wide and in the classroom to teach, model and reinforce Pro-Social Skills	X		

3. Strategies to teach, model and reinforce Good Citizenship/Character Development are available to all staff	X		
4. The diversity of the school population, Student and Staff, is reflected in the school's philosophy, programming, policies and practices	X		
5. Parents and community agents are solicited as Partners.	X		
6. The Pro Social Skills and Positive Climate Programs are clearly connected with the school and community rules & behavior standards.	X		
7. Decisions to implement School Climate & Safety strategies are data driven, proactive and address appropriate population	X		

### **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**

Elbert Sampson



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## PROFESSIONAL EXPERIENCE

### **Wakisha Charter School – Philadelphia, PA – July 2008 – Present**

#### ***Chief 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

### **Wakisha Foundation – Philadelphia, PA – July 2008 – January 2010**

#### ***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

#### ***Adjunct Professor, School of Public Affairs and Administration – "Strategic Planning for Nonprofit Organizations"***

**Cherubini Yachts, LLC – Delran, NJ – September 2005 – Present**

***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

**The Philadelphia Foundation - Philadelphia, PA - September 2004 - August 2005**

***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

**The Philadelphia Foundation - Philadelphia, PA - January 2004 - August 2004**

***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

**ITAP International - Princeton, NJ - February 1998 - May 1999**

***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

**Hannibal Trading Co., Inc. - Philadelphia, PA - July 1991 - January 1998**

***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

**Children's Defense Fund - Washington, DC - January 1993 - May 1993**

***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

**National Association of Broadcasters - Washington, D.C. - May 1972 - March 1974**

***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 21<sup>st</sup> 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

Barrios, N., & Schuh, A. (2001). *Evaluation of the Maryland Reading Excellence Act*. Tallahassee: MGT of America.

Gal, I., & Schuh, A. (1994). *Who counts in adult literacy programs? A national survey of numeracy education*. Philadelphia: National Center on Adult Literacy.

Ginsburg, L., Gal, I., & Schuh, A. (1995). *What does "100% Juice" mean? Exploring adult learners' knowledge of percent*. Philadelphia: National Center on Adult Literacy.

Rosenblum, S. & Schuh, A. (1998). *Report on the Distance Learning Project of the New Jersey Council for the Humanities*. Philadelphia: Rosenblum-Brigham Associates.

Schuh, A. (2005). *The Impact of CyberSMART! Technology Education Curriculum on Students' Internet Research Skills*. Philadelphia: Mid-Atlantic Regional Technology in Education Consortium (MARTEC).

Schuh, A. (2004). *Equity and Technology Literacy in the Mid-Atlantic Region*. Philadelphia: Mid-Atlantic Regional Technology in Education Consortium (MARTEC).

Schuh, A. (1998). *Charting opportunities (Evaluation of the Technical Assistance Center for Public Charter Schools)*. Philadelphia: Drexel University/Foundations, Inc. Technical Assistance Center.

Schuh, A. (1999). *Breaking under: Computers' role in self-organizing learning among students in multiple learning environments*. Philadelphia, PA: FRONTIER21 Research.

Schuh, A. (1998). *Collaborative Learning Beyond the Classroom: A case study of the use of computers for learning in a boarding school*. Doctoral dissertation. Philadelphia, PA: University of Penn.

Schuh, A. (1999). *A New Family in Mantua: A Brief History of the Founding of the Family Charter School*. Philadelphia, PA: FRONTIER21 Research.

Schuh, A., & Caneda, C. (1997). A case for residential schools for economically disadvantaged youth. *Residential Treatment for Children and Youth*, 14 (4), pp. 1-14.

Schuh, A., & Guttentag, S. (1997). *The FAST Collaborative*. Philadelphia: Drexel University/Foundations.

#### PRESENTATIONS

*Independent Evaluation Consulting: Practices and Pitfalls*. Presentation to the University of Pennsylvania Graduate School of Education. May, 2003 and March 2007.

*Measuring achievement of 21<sup>st</sup> Century technology literacy goals*. Opening presentation of the MARTEC Conference "Equity and Technology Literacy: Meeting the Technology Goals of No Child Left Behind", October 14, 2004, Temple University, Philadelphia.

*Local Evaluations of 21<sup>st</sup> 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)

**Michael A. Whisman, CPA**  
**2753 Hazel Avenue**  
**Glenside, PA 19038**  
**267-278-8528**  
**mwhisman@charterchoices.com**

## **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

<b>PERFORMANCE RESPONSIBILITY:</b>	<b>S</b>	<b>A</b>	<b>NI</b>	<b>U</b>
Interprets school district policy properly				
Implements school district philosophy				
Inspires others to a high professional level				
Conducts staff evaluation and improvement				
Is informed on school programs				
Anticipates problems				
Is fair and unbiased				
Decisions/recommendations are reasonable				

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>STAFF RELATIONS:</b>	<b>S</b>	<b>A</b>	<b>NI</b>	<b>U</b>
Work with staff to develop curriculum improvement				

<b>PUBLIC RELATIONS:</b>	<b>S</b>	<b>A</b>	<b>NI</b>	<b>U</b>
Supports board policy to public and staff				
Gains respect and support of the community on the conduct of school operations				
Solicits and give attention to problems and opinions of all groups and individuals				
Cooperative with media				
Participates in community life and affairs				
Assumes leadership for education in community				
Works effectively with public and private agencies				
Utilizes professional staff talents/abilities to promote professional staff development				
Executes sound personnel procedures and practices				
Treats all personnel fairly				
Uses staff evaluation to promote improvement				
Delegates authority to staff appropriate for their position				
Encourages staff participation in planning				

**COMMENTS:** \_\_\_\_\_

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**COMMENTS:** \_\_\_\_\_

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<b>PERSONAL QUALITIES:</b>	<b>S</b>	<b>A</b>	<b>NI</b>	<b>U</b>
Defends principals and convictions in the face of pressure				
Seeks and accepts constructive criticism				
Is suitable attired and well groomed				
Uses language in writing and speech effectively				
Thinks well on his/her feet during crisis				
Maintains professional development				
Does not neglect critical areas of responsibility				
Accepts assigned responsibilities				

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 \_\_\_\_\_

## **PLAN OF ASSISTANCE**

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).

Principal \_\_\_\_\_ Date \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_ Date \_\_\_\_\_

## **Appendix F. Teacher Evaluation**

## TEACHER EVALUATIVE OBSERVATION REPORT

Teacher: \_\_\_\_\_ Room: \_\_\_\_ MTWTF Date: \_\_\_\_\_

Subject/Grade: \_\_\_\_\_ Time/Period \_\_\_\_\_

Observer: \_\_\_\_\_ Observation No. \_\_\_\_\_

Years of local experience: \_\_\_\_\_ X \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> (and over)

***Check One***

	<i>(S) Satisfactory</i>	<i>(U) Unsatisfactory</i>	<i>(N/A) Not Applicable</i>
<b>I. TEACHING PROCEDURES</b>			
1. Selects appropriate learning content from curriculum management system.			
2. Maintains and has available all written lesson plans.			
3. Includes clear behavioral objectives and procedures, which reflect desired outcomes, in all Lesson Plans.			
4. Teaches to the lesson objective.			
5. Communicates objectives to the students.			
6. Reviews previously learned skills/Content as needed.			
7. Asks higher level question which promote critical thinking.			
8. Provides motivation for lesson.			
9. Uses techniques designed to promote active student participation.			
10. Presents learning activities in a logical sequence.			
11. Gives directions clearly and completely.			
12. Teaches to the students' ability levels.			
13. Summarizes the lesson.			
14. Gives students an opportunity to practice or apply skills taught in the lesson.			
15. Uses evaluation methods that provide students with specific feedback (oral and /or written).			
16. Teaches for concept development.			
<b>II. MANAGEMENT</b>			
17. Organizes and uses materials and/ or equipment effectively.			
18. Uses instructional time effectively.			
19. Uses strategies to maintain on task student behavior.			
20. Has established an effective classroom routine.			
21. Handles student discipline effectively.			
22. Enforces school and classroom rules and procedures.			
23. Communicates classroom expectations.			
24. Provides a climate that is conducive to learning.			





## **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**

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### **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**

Homewood-Brushton: A Vision for the Future © 2009 Carnegie Mellon  
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 Foundation Pittsburgh, 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**Teaching Assistant – 1<sup>st</sup> Year Design Studio

Tallahassee, FL

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

**John A. Tuten & Associates, Architects**

Brunswick, GA Intern Architect February 2005-

April 2008

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

Equal Opportunity Educational Task Force Appointee (Gov. Jeb Bush R-FL) 2000

**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

## Bio



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.

**Appendix I. Letter to School Districts**



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 or 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 be 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**

**DIRECTORY OF  
APPROVED PRIVATE SCHOOLS & CHARTERED SCHOOLS  
FOR THE  
DEAF AND THE BLIND**



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF EDUCATION  
333 Market Street  
Harrisburg, PA 17126-0333  
[www.education.state.pa.us](http://www.education.state.pa.us)  
May 2013**

**Pennsylvania Department of Education Bureau of  
Special Education  
May 2013**

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## APPROVED PRIVATE SCHOOLS

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**PENNSYLVANIA APPROVED PRIVATE SCHOOLS FOR SPECIAL  
EDUCATION APPROVED PROGRAMS AND  
AGE RANGE SERVED**

SCHOOL	AUT/ PDD	BL	CP	DF	MD	ID	N
ACLD Tillotson School							4.7-
Camphill Special Schools, Inc.						5-21R	
Centennial School	6-13						
The Day School at The Children's Institute	2.7-21		2.7-21				2.7-
Clarke School for Hearing and Speech				3-5			
Community Country Day School							
Davidson School (Elwyn)	3-21R	3-21R		3-21R		3-21R	3-2
Delta School	4-21						4-2
DePaul School for Hearing and Speech				3-14			
Devereux Schools	5-21R					5-21 R	5-2
Barber National Institute	3-21		3-21		3-21	3-21	3-2
Easter Seal Society of Western PA	2-8		2-8		2-8		2-
Easter Seals of Southeastern PA (Philadelphia Area)	2-8		2-8		2-8		2-
Education Center at the Watson Institute	3-21R		3-21R		3-21R		3-2
George Crothers Memorial School			3-21			3-21	3-2
Green Tree School	4.7-21						
HMS School for Children with Cerebral Palsy			2-21R				2-2
Martin Luther School	5-14.5					5-14.5	
Melmark School	5-21R					5-21R	5-2
Overbrook School for the Blind		3-21R					
Pace School	5-16						5-1
The Pathway School	6-21					6-21	6-2
Pennsylvania School for the Deaf				2-21			
Pressley Ridge Day School							
Pressley Ridge School for the Deaf				6-21R			

Royer-Greaves School for Blind*		4.7-21R				4.7-21R
The Timothy School	5-21					
The Valley Day School	4-21					4-2
The Vanguard School	4-21					4-2
The Vista School	3-21					
The Watson Institute Friendship Academy	6-21					
Wesley Spectrum Highland School	6-21					
Western Pennsylvania School for Blind Children**		2-21R				
Western Pennsylvania School for the Deaf				2-21R		
Woods Services						4.7-
Wordsworth Academy	5-21R					5-2

\*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

AUT/PDD	Autism/Pervasive Developmental Disorder
BL	Blind
CP	Cerebral Palsy
DF	Deaf
MD	Muscular Dystrophy
ID	Intellectual Disability
NI	Neurologically Impaired
SED	Serious Emotional Disturbance

**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](mailto: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](mailto: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](mailto:ddenotaris@state.pa.us)

<http://www.state.pa.us>

### Career and Tech Ed

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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](mailto: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](mailto: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

State: Pennsylvania

**Office for the Deaf and Hard of Hearing**

**1521 N. 6th Street**

**Harrisburg , PA , 17102**

(800) 233-3008 (V/TTY in PA only)

(717) 783-4912 V/TTY

[ra-li-ovr-odhh@state.pa.us](mailto:ra-li-ovr-odhh@state.pa.us)

<http://www.dli.state.pa.us/odhh>

**Developmental Disabilities**

1 – State Agencies

State: Pennsylvania

**Office of Developmental Program**

**Department of Public Welfare**

**Health and Welfare Building, Room 502**

**P.O. Box 2675**

**Harrisburg , PA , 17105-2675**

(717) 787-3700

<http://www.dpw.state.pa.us>

**Early Intervention**

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, 6th Floor**

**Harrisburg , PA , 17126-0333**

(800) 692-7288

[CONNECT@csc.csiu.org](mailto:CONNECT@csc.csiu.org)

[http://www.portal.state.pa.us/portal/server.pt/community/early\\_intervention/8710](http://www.portal.state.pa.us/portal/server.pt/community/early_intervention/8710)

**Mediation**

1 – State Agencies

State: Pennsylvania

**Office for Dispute Resolution**

**6340 Flank Drive, Suite 600**

**Harrisburg , PA , 17112**

(717) 541-4960

<http://odr.pattan.net>

**Mental Health**

1 – State Agencies

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  
[joerney@state.pa.us](mailto:joerney@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](mailto: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](mailto: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](mailto:drnpa@drnpa.org)

<http://www.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](mailto: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

(717) 772-2763

[mconnors@state.pa.us](mailto:mconnors@state.pa.us)

<http://www.state.pa.us>

### 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](http://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](mailto: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](mailto: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**

(717) 787-7312

[wgannon@state.pa.us](mailto:wgannon@state.pa.us)

<http://www.dli.state.pa.us/landi/cwp/view.asp?a=128&Q=168255&dsftns=4490>

### **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**

2 – Disability-Specific Organizations

State: Pennsylvania

**Attention Deficit Disorder Association (ADDA)**

**P.O. Box 7557**

**Wilmington , DE , 19803-9997**

(800) 939-1019 (V/Fax)

[info@add.org](mailto: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](mailto:info@aboard.org)

<http://www.aboard.org>

### **Autism**

2 – Disability-Specific Organizations

State: Pennsylvania

**AutismLink****376 Wagon Wheel Trail****Wexford , PA , 15090**

(412) 364-1886

[info@autismlink.com](mailto:info@autismlink.com)<http://www.autismlink.com>**Autism**

2 – Disability-Specific Organizations

State: Pennsylvania

**Autism Society of Pittsburgh****4371 Northern Pike****Monroeville , PA , 15146-2837**

(412) 856-7223

[asapgh@aol.com](mailto:asapgh@aol.com)<http://www.autismsocietyppgh.org>**Autism**

2 – Disability-Specific Organizations

State: Pennsylvania

**Autism Society of Greater Philadelphia****1036 Nash Avenue****Lansdale , PA , 19446**

(610) 358-5256

[kasiwik@comcast.net](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:efepa@efepa.org)

<http://www.efepa.org>

**Intellectual & Developmental Disabilities**

2 – Disability-Specific Organizations

State: Pennsylvania

**The Arc of Pennsylvania**

**101 S. Second Street, Suite 8, Executive House**

**Harrisburg , PA , 17101**

(800) 692-7258

(717) 234-2621

[gadams@thearcpcpa.org](mailto:gadams@thearcpcpa.org)

<http://www.thearcpcpa.org>

**Learning Disabilities**

2 – Disability-Specific Organizations

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**

2 – Disability-Specific Organizations

State: Pennsylvania

**NAMI Pennsylvania**

**2149 N. Second Street**

**Harrisburg , PA , 17110**

(800) 223-0500

(717) 238-1514

[nami-pa@nami.org](mailto:nami-pa@nami.org)

<http://namipa.nami.org>

**Mental Health**

2 – Disability-Specific Organizations

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](mailto: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](mailto: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](mailto: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](mailto: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**

(215) 425-6203  
[huneinc@aol.com](mailto:huneinc@aol.com)  
<http://huneinc.org>

### **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](mailto: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](mailto: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](mailto:pen@parentednet.org)  
<http://www.parentednet.org>

### **Parent Training and Information Center (PTI)**

3 – Organizations for Parents  
State: Pennsylvania

### **Parent and Education Advocacy Leadership (PEAL) Center**

**1119 Penn Avenue, Suite 400**

**Pittsburgh , PA , 15222-4205**

(866) 950-1040

(412) 281-4404

(412) 281-4409 (TTY)

[info@pealcenter.org](mailto:info@pealcenter.org)

<http://www.pealcenter.org>

### **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](mailto: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](mailto: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)

[ilru@ilru.org](mailto:ilru@ilru.org)  
<http://www.ilru.org>

### **Independent Living**

4 – Other Disability Organizations

State: Pennsylvania

**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](mailto:ncil@ncil.org)

<http://www.ncil.org>

### **Other**

4 – Other Disability Organizations

State: Pennsylvania

**Easter Seals Central Pennsylvania**

**383 Rolling Ridge Drive**

**State College , PA , 16801**

(888) 372-7280

[http://centralpa.easterseals.com/site/PageServer?pagename=PACN\\_homepage](http://centralpa.easterseals.com/site/PageServer?pagename=PACN_homepage)

### **Other**

4 – Other Disability Organizations

State: Pennsylvania

**Easter Seals of Southeastern Pennsylvania**

**3975 Conshohocken Avenue**

**Philadelphia , PA , 19131**

(215) 879-1000

[cwebster@easterseals-sepa.org](mailto:cwebster@easterseals-sepa.org)

<http://www.easterseals-sepa.org>

### **Other**

4 – Other Disability Organizations

State: Pennsylvania

**Easter Seals Society of Western Pennsylvania**

**2525 Railroad Street**

**Pittsburgh , PA , 15222**

(800) 587-3257

(412) 281-7244

[tmori@westernpa.easterseals.com](mailto:tmori@westernpa.easterseals.com)

[http://westernpa.easterseals.com/site/PageServer?pagename=PAWS\\_homepage](http://westernpa.easterseals.com/site/PageServer?pagename=PAWS_homepage)

#### **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**

**Moorestown , NJ , 08057**

(856) 235-5505

<http://www.mentorabi.com/welcome.aspx>

#### **Other**

4 – Other Disability Organizations

State: Pennsylvania

**Neurofibromatosis Clinics Association**

**P.O. Box 14185**

**Pittsburgh , PA , 15239**

(412) 795-3029

[info@nfpittsburgh.org](mailto: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](mailto:info@ppcrn.org)

<http://www.ppcrn.org>

**Appendix N. Letter of Support from Bank**



**Appendix O. Letter Transmitting ACCESS Scores**



DATE

Name

Address

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](http://www.wida.us).

Thank you.

Elbert Sampson  
Chief Executive Officer

**Appendix P. Acceptable Use Policy**

## 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**







**Appendix R. Charter Choices Agreement**

**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 1<sup>st</sup> 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:
  - Maintain a Chart of Accounts consistent with that required by the Pennsylvania Department of Education (PDE).
  - Monitor Accounts Receivable in relation to budget.
  - 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.
  - Track legally-restricted revenues, grants, and other special accounts and associated expenditures separately in accounting system.
  - Record and process deposits, ensuring an appropriate segregation of duties.
  - Process Accounts Payable; prepare checks for invoices, ensuring that timely payment is made and that all payment discounts are taken where feasible.
  - Track 1099 vendors and prepare and submit 1099 reporting.
  - Reconcile cash accounts, approved and identified by the Board of Trustees, on a monthly basis.
  - 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:
  - Interface with a payroll company and School management to ensure that appropriate withholdings, taxes, and deductions are applied to employee earnings.
  - Calculate, review and implement salary adjustments based on information from School management.
  - Process all employee W-2 reports.
  - 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:
  - Based on the Board-approved annual budget, prepare and submit the Final General Fund Budget to PDE (PDE-2028).
  - 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.
  - Prepare audit work papers for the fiscal year end and work with auditors to complete the audit engagement.
  - Prepare the Annual Financial Report (AFR; PDE-2057) submitted to PDE.
  - Prepare and submit federal form 990 to the IRS.
  - 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:
  - Prepare the School's annual budget, coordinating with school staff, management and the Board to obtain information for the building of appropriate estimates.
  - 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. Books and Records, Financial Statements and Audits, Working Capital.**

**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 there from may be required due to causes of the foregoing nature or for other business reasons.

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

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

- 6.1 Management Fee.** In consideration of Manager's services hereunder, Charter School shall pay to Manager an annual management fee (the "**Management Fee**" or "**Management Fees**"). Such fee shall be 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 undismitted for a period of sixty (60) days; or if any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against property of such other party which represents a substantial portion of its property and such judgment, writ or similar process shall not be released, vacated or fully bonded within sixty (60) days after its issue or levy.

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

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

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

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

If to Manager, to:

If to Charter School, to:

CHARTER CHOICES, INC.      CHARTER SCHOOL

222 Keswick Ave.

Glenside, Pennsylvania 19038

**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,

disclosure, release or use of any Confidential Information.

**20. Non-Solicitation.**

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON THE NEXT SUCCEEDING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above. The undersigned have the authority to enter into the Agreement and the Agreement has been or will be ratified by the Board.

**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](http://www.portal.state.pa.us/portal/server.pt/community/pa_codes/7501/placement_options_for_special_education/507357)

## **Appendix U. Bylaws**

## **SYNERGY CYBER CHARTER SCHOOL BOARD OF TRUSTEES**

### **BY-LAWS**

#### **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;

- xix. 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**

Executive Committee  
Nominating Committee  
Policy and Curriculum Committee  
Finance Committee  
Personnel Committee  
Recruitment Committee  
Public Relations Committee  
Partnerships and Development Committee  
Labor Relations Committee  
Facilities Committee

**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**

# Synergy Cyber Charter School

## 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 30<sup>th</sup> 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 covert 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 affiliate 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 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 or 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

Child Abuse Check  
Criminal Background Check  
Direct Deposit Authorization  
Medical/Dental Insurance Application  
Pension Fund Application  
Employee Letter of Agreement

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 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):

Meal allowances

Breakfast \$5.00

Luncheon 10.00

Dinner 20.00

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

Task/Activity	Responsibility Owner	Yes	No	Schedule
<b>INSTRUCTIONAL MATERIALS &amp; SUPPLIES</b>				
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.	CEO			7/1/15
Supplies, textbooks, teacher editions, curriculum guides, and educational software and hardware are available in sufficient quantities.	CEO			7/1/15
<b>SCHEDULING</b>				
Student schedules are complete and have been reviewed for accuracy.	CAO			7/1/15
Teacher schedules are complete and available for distribution to staff. All staff has been notified of their assignments.	CAO			7/1/15
<b>STAFFING</b>				
All positions have been approved by the Board of Directors before the staff is hired and/or assigned.	CEO & Board of Directors			7/1/15
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.	CEO & Board of Directors			7/1/15
All staff members have passed background checks.	CEO			7/30/15

Task/Activity	Responsibility Owner	Yes	No	Schedule
<b>HEALTH &amp; SAFETY</b>				
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.	CEO			8/1/15
Confirm staff trained in CPR.	CEO			8/1/15
Confirm AED Unit (supplies) in place.	CEO			8/1/15
Ensure that 911 Posters are displayed in designated areas (see HES website).	CEO			8/1/15
Ensure Student Emergency Cards are completed.	CEO			8/1/15
Ensure designated health room is adequately stocked with required equipment and supplies.	School Nurse			8/1/15
Ensure school is in compliance with Core Monitor of State Health Requirements.	School Nurse			8/1/15

Ensure Universal Precautions/Bloodborne Pathogens Procedures DVD is reviewed by staff.	School Nurse			8/1/15
<b>SCHOOL BUILDINGS &amp; FACILITIES OPERATIONS</b>				
Lavatories clean and inspected.	COO			8/1/15
Fire equipment checked and operational.	COO			8/1/15

Task/Activity Space	Responsibility Owner	Yes	No	Sched
Pest Control Services performed.	COO			8/1/15
Stairwells (obstruction free, clean, lighting in place)	COO			8/1/15
Exit/Doors-ensure proper operation of doors	COO			8/1/15
Elevators - All related equipment inspected and clean	COO			8/1/15
Trash removal - clean containers in place, recycle bins available	COO			8/1/15

Task/Activity Staff	Responsibility Owner	Yes	No	Schedule
<b>HUMAN RESOURCES</b>				
Check on staffing for vacancies	HR Manager			8/1/15
School staffing issues identified and communicated to Human Resources	CEO			8/1/15
Staff assignments prepared	HR Manager			8/1/15
Teacher induction planned	CEO/CAO			8/1/15
Duty schedules with appropriate accommodations for Special Ed & ELL students	CAO			8/1/15
Update the Telephone Directory for all staff members	COO			8/1/15
<b>INSTRUCTIONAL SUPPORT</b>				
Instruction begins on day one	CAO			9/2/15
Computers are ready for use and distributed to students by first day of class	COO			8/15/15
Specialists schedules completed and implemented on first day	CAO			8/15/15
Open House dates and parent meeting dates are determined	CEO			8/15/15
<b>PARENT/COMMUNITY RELATIONS</b>				
School calendar completed	CEO/CAO			7/1/15
School/Parent Handbook completed	CEO/CAO			7/1/15
Student Rights and Responsibilities available for students, parents and community members	CEO/CAO			8/1/15
Open House invitations/announcement sent	COO			8/15/15
Plan for registration of new students; adjusting schedules	COO			7/1/15
District parent information resources including Code of Conduct, Promotion Policy, Homework Policy ready for distribution	COO			8/1/15
<b>SCHOOL CLIMATE AND SAFETY</b>				

<b>Task/Activity</b>	<b>Responsibility Owner</b>	<b>Yes</b>	<b>No</b>	<b>Schedule</b>
School safety needs identified including computer safety	COO/Technology Dir			8/15/15
Security equipment assessed	COO/Technology Dir			8/1/15
Office telephones operational	COO/Technology Dir			7/1/15
Visitor passes/policy in place for first day	COO			8/1/15
Review Crisis Plan	CEO/COO			8/1/15
Student discipline plan in place	CEO/CAO			8/1/15
<b>STUDENT RECORDS</b>				
Ensure the school has an efficient enrollment/transfer/withdrawal process	CEO/CAO/COO			7/1/15
Procedure for identifying any special education, health needs, or family alerts	CEO/CAO			7/1/15
Electronic attendance procedures in place	CAO/Technology Dir			7/15/15

**Appendix Y. NonERISA 403 (b) Plan**

**NonERISA 403(b)  
Plan Document for  
Public Schools, Community  
Colleges, and Public  
Universities and Colleges**

# Synergy Cyber Charter School

## Section 403(b) Plan Document for Synergy Cyber Charter School

### 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 Participant 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

(c) 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 inurement, 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.
- Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat. 789, 15 U.S.C. \*80a-1 seq.) as defined in PA 24 PS4-440.1 of the Pennsylvania School Code.

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.

Date Adopted: \_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

Secretary

**Appendix BB. Student/Family Handbook**



***SYNERGY CYBER CHARTER SCHOOL***

***STUDENT AND FAMILY HANDBOOK***

RECEIPT OF SYNERGY CYBER CS STUDENT AND FAMILY HANDBOOK ACKNOWLEDGEMENT

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](http://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 \_\_\_\_\_



Date _____	Home Phone _____	Cell Phone _____
Parent/Guardian Email _____		

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

**Synergy Cyber Charter School  
Family Handbook  
2014-2015**

Chief Executive Officer  
Chief Academic Officer/Principal  
Chief Operations Officer  
Dean of Students

**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.
3. Success breeds success.
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*

1. Students will demonstrate proficiency in using Microsoft Word, Excel, Word, and PowerPoint.
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:**

- 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 ).
- 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

Grading System		
Average	Grade	Category
A	90-100	Advanced
B	80-89	Proficient
C	70-79	Basic
D	65-69	Minimally Basic
F	0-64	Below Basic
P	65-100	Pass

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 constructed 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 railroad 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<sup>th</sup> 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.

### **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

- d. Date request was made
- e. Date request was granted

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 extra-curricular 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 CC. Legal Counsel Letter**



**Appendix DD. Evidence of Insurance**



Appendix EE. Teacher Induction Plan

## **TEACHER INDUCTION FOR IMPROVING TEACHING QUALITY**

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