APPENDIX H

LETTER OF INTENT TO SUPERINTENDENTS

This appendix includes the following:

- Sample Letter to Superintendent – page H-1
- Mailing List for the 500 Superintendents who were sent a Letter – page H-2
February 25, 2016

Superintendent of Schools
Abington Heights SD
200 E Grove St
Clarks Summit, PA 18411-1776

Re: Reach Cyber Charter School

Dear Sir/Madam,

I am writing to inform you that the Board of Trustees of Reach Cyber Charter School will be re-submitting a cyber charter school application to the Pennsylvania Department of Education. This statewide cyber school plans to open in the fall of 2016.

Reach Cyber Charter School will offer flexible pacing options for students, deliver personalized learning plans, rigorous curriculum, and state certified highly qualified teachers. In addition to the core curriculum, the school will provide opportunities for all students in the school to participate in STEM experiences, opportunities and activities.

If approved, and students from your district enroll in Reach Cyber Charter School, we look forward to working with you to ensure they have a seamless transition, and that they receive all the necessary services to make their educational experience a successful one.

Please feel free to contact me if you have any questions. We look forward to working with you to ensure students are given every opportunity to succeed.

Regards,

David Taylor, Board Chair
Reach Cyber Charter School
reachcybercharterschool@gmail.com
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Derry Area SD  
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545 Route 228
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McGuffey SD
90 McGuffey Drive
Claysville, PA 15323
McKeesport Area SD
3590 O'Neil Boulevard
McKeesport, PA 15132-1145

Mechanicsburg Area SD
100 E Elmwood Ave
2nd Floor
Mechanicsburg, PA 17055
Mercer Area SD
545 W Butler St
Mercer, PA 16137-0032
Methacton SD
1001 Kriebel Mill Rd
Eagleville, PA 19403-1047

Meyersdale Area SD
309 Industrial Park Road
Meyersdale, PA 15552-0060
Mid Valley SD
52 Underwood Rd
Throop, PA 18512-1196
Midd-West SD
568 E Main St
Middleburg, PA 17842-1295

Middletown Area SD
55 W Water St
Middletown, PA 17057-1448
Midland Borough SD
173 7th St
Midland, PA 15059-1469
Mifflin County SD
201 Eighth St - Highland Park
Lewistown, PA 17044-1197

Mifflinburg Area SD
178 Maple St
PO Box 285
Mifflinburg, PA 17844-0285
Millcreek Township SD
3740 W 26th St
Erie, PA 16506-2039
Millersburg Area SD
799 Center St
Millersburg, PA 17061-1420

Millville Area SD
330 East Main St
Millville, PA 17846-0260
Milton Area SD
700 Mahoning St
Milton, PA 17847-2231
Minersville Area SD
Battlin Miner Dr & Low Rd
PO Box 787
Minersville, PA 17954-0787

Mohawk Area SD
385 Mohawk School Road
Bessemer, PA 16112-0025
Monessen City SD
1275 Rostraver St
Monessen, PA 15062-2049
Moniteau SD
1810 W Sunbury Rd
West Sunbury, PA 16061-1220

Montgomery Area SD
120 Penn St
Montgomery, PA 17752-1144
Montour SD
225 Clever Road
Mc Kees Rocks, PA 15136-4012
Montoursville Area SD
50 N Arch St
Montoursville, PA 17754-1902

Montrose Area SD
273 Meteor Way
Montrose, PA 18801-9447
Moon Area SD
8353 University Boulevard
Moon Township, PA 15108-4202
Morrisville Borough SD
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Morrisville, PA 19067-2195

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Reach Cyber Charter School Application
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Sto-Rox SD
600 Russellwood Ave
McKees Rocks, PA 15136

Stroudsburg Area SD
123 Linden St
Stroudsburg, PA 18360-1315

Sullivan County SD
777 South Street
PO Box 240
Laporte, PA 18626

Susquehanna Community SD
3192 Turnpike St.
Susquehanna, PA 18847-9504

Susquehanna Township SD
2579 Interstate Drive
Harrisburg, PA 17110

Susquenita SD
1725 Schoolhouse Rd
Duncannon, PA 17020-9582

Tamaqua Area SD
138 West Broad St
Tamaqua, PA 18252

Titusville Area SD
Scheide House
221 N Washington St
Titusville, PA 16354-1785

Towanda Area SD
410 State Street
Towanda, PA 18848

Tredyffrin-Easttown SD
West Valley Business Center
940 West Valley Road, Suite 1700
Wayne, PA 19087

Tri-Valley SD
110 W Main St
Valley View, PA 17983-9423

Trinity Area SD
231 Park Ave
Washington, PA 15301-5713

Troy Area SD
68 Fenner Avenue
Troy, PA 16947-0067

Tulpehocken Area SD
27 Rehersburg Road
Bethel, PA 19507

Tunkhannock Area SD
41 Philadelphia Ave
Tunkhannock, PA 18657-1602

Turkeyfoot Valley Area SD
172 Turkeyfoot Rd
Confluence, PA 15424-2420

Tuscarora SD
100 W Seminary St
Mercersburg, PA 17236

Tussey Mountain SD
199 Front Street
Saxton, PA 16678-8610

Twin Valley SD
4851 N. Twin Valley Road
Elverson, PA 19520-0000

Tyrone Area SD
701 Clay Avenue
Tyrone, PA 16686-1807

Union Area SD
2106 Camden Avenue
New Castle, PA 16101-1344

Union City Area SD
107 Concord St
Union City, PA 16438-1306

Union SD
354 Baker Street
Suite 2
Rimersburg, PA 16248-9217

Uniontown Area SD
205 Wilson Ave
Uniontown, PA 15401

Unionville-Chadds Ford SD
740 Unionville Road
Kennett Square, PA 19348-1531

United SD
10780 Route 56 East
Armagh, PA 15920

Upper Adams SD
161 N Main St
Biglerville, PA 17307

Upper Darby SD
4611 Bond Ave
Drexel Hill, PA 19026-4592

Upper Dauphin Area SD
5668 State Route 209
Lykens, PA 17048-8414

Upper Dublin SD
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Maple Glen, PA 19002-0000
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APPENDIX I
RESUMES OF BOARD OF TRUSTEES

This appendix includes resumes for the following:

- David Taylor, Board President
- Brian Leinhauser, Board Treasurer
- Joseph Harford, Board Secretary
- Paul Donecker, Trustee
- Gail Hawkins-Bush, Trustee
- Dr. Alex Schuh, Trustee
Experience

**Pennsylvania Manufacturers’ Association**  
Harrisburg, PA  
President  
April 2015 to present

Executive Director  
May 2006- April 2015

Vice President of Communication  
August 1997-May 2006

**Office of Senator Rick Santorum (R-Pennsylvania)**  
Washington, DC  
Legislative Correspondent, Staff Writer for Armed Services, Foreign Relations, Intelligence, and Veterans Affairs  
January 1995-January 1997

**Pennsylvania Leadership Council**  
Harrisburg, PA  
Director of Communications,  
November 1993-December 1994

**Pennsylvania State Senate**  
Harrisburg, PA  
Legislative Assistant,  
March 1993-November 1993

**Republican National Committee**  
Washington DC  
Field Researcher  
August 1990-November 1992

Education

**Dickinson College**  
Harrisburg, PA  
Bachelors of Arts, Dramatic Arts and History  
1996-1990  
Member, Omicron Delta Kappa

Service

Board Chairman, Gamut Theatre Group  
Board Treasurer, Pennsylvania Business Council Education Foundation  
Board Member, Lincoln Institute for Public Opinion Research  
Advisory Board Member, Pennsylvania Steel Alliance  
Member; Central Pennsylvania MENSA
Awards
2015 Rod Serling Award
2012 Governor's Manufacturing Advisory Council
2006 "Top Forty Under 40" Business Leaders, Central Penn Business Journal
BAR ADMISSION
• Supreme Court of Pennsylvania
• Supreme Court of New Jersey
• United States District Court for the Eastern District of Pennsylvania
• United States District Court for the Middle District of Pennsylvania
• United States District Court for the Western District of Pennsylvania
• United States District Court for the District of New Jersey
• United States Court of Appeals for the Third Circuit

EXPERIENCE
The MacMain Law Group, LLC, Malvern, PA – 2013 – Present
Partner – Founding Partner of The MacMain Law Group
• Represent charter schools as solicitor and special labor counsel, addressing all manner of school issues, including: general contract law and compliance issues; employment matters, special education and charter renewal or revocation before school districts, PA Department of Education and Charter Appeal Board.
• Successfully assisted applicants in navigating the charter procurement and appeal process;
• Successfully represent public and private employers in Pennsylvania and New Jersey matters involving complaints under Title VII, FLSA, WPCL, FMLA, ADA, ADEA, Sections 1981 and 1983, and in contract disputes;
• Represent management before labor arbitrators in grievance hearings and employers in grievance and labor arbitration matters;
• Engage in collective bargaining negotiations in traditional private sector bargaining and public sector Act 111 negotiations;
• Conduct internal investigations related to harassment complaints and wage and hour issues.
• Represent bonding companies in subcontractor payment claims and construction litigation and bond and disputes involving indemnitors; and
• Provide day-to-day employment and human resources consultation.

Lamb McErlane, PC, West Chester, PA – 2007 – 2013
Associate Attorney
• Represent charter schools as solicitor and special labor counsel, addressing all manner of school issues, including: general contract law and compliance issues; employment matters and charter renewal or revocation before school districts;
• Successfully represent public and private employers in matters involving complaints under Title VII, FLSA, WPCL, FMLA, ADA, ADEA, Sections 1981 and 1983, and in contract disputes;
• Engage in collective bargaining negotiations in traditional private sector bargaining and public sector Act 111 negotiations;
• Provide day-to-day employment and human resources consultation; and
• Peer rated as a rising start in employment law by Super Lawyers magazine.
Campbell, Durrant & Beatty, PC, Pittsburgh, PA – 2006 – 2007

**Associate**
- Performed policy analysis; researched court reform; drafted media releases; maintained social media;
- Represented public and private employers in matters relating to labor relations, collective bargaining, negotiations, personnel and human resources consultation, employment discrimination, wage and hour disputes, claims of discrimination and other general employment matters; and
- Counseled clients on matters related to the FLSA, FMLA, ADEA, ADA, WPCL, and other state and federal laws impacting the work place.

**EDUCATION**

*Juris Doctorate, Duquesne University School of Law*, Pittsburgh, PA – Graduated: 2006
- Associate Comment Editor, *Duquesne Law Review* GPA: 3.356

*Bachelors in Arts in Philosophy, Villanova University*, Villanova, PA – Graduated: 1999


**PROFESSIONAL EMPLOYMENT/EXPERIENCE**

- Instructed students in theology and math and coached basketball.
- Facilitated student retreat experiences.


**FINANCIAL BACKGROUND**

*Gilbert Robinson, Assistant Kitchen Manager*

Responsible for managing food and labor costs within company guidelines.

*Villanova University, Food Service Operations Manager*

Managed an operation with annual budget of more than $2 million for 3 years.
Responsible for analyzing profit and loss statements for the operations
Maintaining appropriate labor costs
Maximizing the return for the food service operations
Evaluated employee hiring decisions and product offerings
Provided positive cash flow through convenience store and coffee shop operations.
Managed a staff of 15 employees including full time staff and students.

**CURRENT FINANCIAL POSITIONS**

*Chair of the Board of Trustees, Community YMCA of Eastern Delaware County*

Maintains an annual budget in excess of $8 million.
Responsible, along with the Board, for ensuring the expenditures are in accordance with the guidelines for the spending of a non-profit 501(c)(3) organization

*The MacMain Law Group, LLC*

Responsible for the operations of law practice along with two partners
Includes regular review of budgets, P&L statements, employee salary and benefit expenses, overhead costs, etc.
Joseph P. Harford, MS, CIPP, CSDS
Mobile: 814-599-0242
jph106@psu.edu

EDUCATION
Bachelor of Science, Hotel, Restaurant and Institutional Management (1989)
THE PENNSYLVANIA STATE UNIVERSITY, University Park, PA

Masters of Science, Adult Education (1995)
THE PENNSYLVANIA STATE UNIVERSITY, University Park, PA

Workforce Education and Development – Enrolled as a Doctoral Student 2012
THE PENNSYLVANIA STATE UNIVERSITY, University Park, PA

CERTIFICATIONS
CIPP – Certified Information Privacy Professional
CSDS – Certified Secure Destruction

PROFESSIONAL PROFILE
Over 14 years’ experience as IT data security consultant and business owner. Key Accomplishments:

- Entrepreneur who grew a business from start-up to millions in annual sales through effective business planning, creative sales techniques, and innovation.
- Expert knowledge and skills in all facets of Sales, IT Data Security, Enterprise Account Management, Strategic Alliances, and Dynamic Business Presentations.
- Recognized by clients and colleagues as a consummate professional with a high degree of personal integrity. Known for a contagious passion for excellence, a talent for resourceful business solutions, and a capacity for motivational leadership.
- Possess outstanding communication and presentation abilities. Effectively market tangible/intangible products and services; skilled in persuasive presentation and profitable negotiation. Offer excellent customer relations skills.

PROFESSIONAL EXPERIENCE
RECLAMERE, Tyrone, PA 2001 to Present
President and Founder
An IT Asset Management company serving more than 400 clients nationwide providing IT security planning, IT asset management, and staff support.

- Marketed and sold a full range of IT security services to the healthcare, financial service and educational markets.
- Provided assistance to businesses seeking assistance in developing IT security plans.
- Consistently maintained a high-standard performance record via exceptional service, follow-through, and specific attention to detail which resulted in higher sales.
- Analyzed complex situations, designed practical solutions, and implemented cost-effective plans.
- Developed personnel, motivated staff to exceed goals, and improved production and sales.

LINK COMPUTER CORPORATION, Altoona, PA 2000 to 2001
Account Manager
A mid-sized IT services company offering IT services to businesses in the Pennsylvania market.

- Focused on providing sales and service of custom web application development.
- Identified both hardware/software sales opportunities for cross selling.
- Consistently increased sales and maintained profitability.

BERG ELECTRONICS, Mount Union, PA 1998 to 1999
Production Manager
Established the Cable Assembly Division. Developed and operated this engineering proof-site for the manufacturing environment.

- Grew business from the initial (2) employees - one shift to (20) employees - two shifts.
- Selected and hired self-motivated production staff and trained them to be hard-working, quality-focused and extremely proud of their work environment.
- Researched and analyzed the cable assembly market and re-focused business in response to market changes, making sure team always offered quality and competitive products.
- Always exceeded mandatory production levels.
BERG ELECTRONICS, Mount Union, PA 1996 to 1998
HR Generalist
A company dedicated to serving the connector industry in telecommunications.
- Assisted in the physical transition of a 1.5 million square foot manufacturing facility from Kansas City to Mount Union, PA.
- Developed and maintained all HR systems for payroll, benefits and training.
- Responsible for the tracking and management of training activities associated with the ISO 9001 certification program.

THE PENNSYLVANIA STATE UNIVERSITY, University Park, PA 1991 to 1996
Operations Manager
The university embarked on a multi million dollar renovation program for all Food Service Operations.
- Assisted in the transition of the operating structure of Beaver Stadium concession operations.
- Developed, opened and operated Penn State’s first convenience store operation - Good2Go.

HOLIDAY INNS WORLDWIDE, Orlando, FL 1990 to 1991
Convention Services Manager
A resort facility with convention space located on International Drive.
- Responsible for managing over 100,000 square feet of convention space.
- Developed and implemented the first ever “In Room Dining” concept to replace room service in the company.

MEMBERSHIPS
Member, International Association of Privacy Professionals
Member, National Association for Information Destruction
Company Advisor, Pennsylvania Foundation for Free Enterprise Education
Catechist and Liturgical Minister - Most Holy Trinity Catholic Church
PA Leadership Council - National Federation of Independent Businesses
Personal Information:

Paul E Donecker

[Removed personal information]

717-898-3415  (H)
717-572-1378   (C)

Education:

Institution    Degree  Date Graduated
Millersville University                     BA                          June 1967
Millersville University                     MS                          January 1972

PROFESSIONAL CERTIFICATION

Supervisor School Psychological Services K-12 Issued 07/82
School Psychologist K-12 Issued 01/72
Comprehensive Social Studies Issued 09/67

PROFESSIONAL LICENSE

Licensed Psychologist Issued 02/73 by Commonwealth of Pennsylvania

WORK EXPERIENCE

Currently retired.
Worked in School District of Lancaster for 37 years until retirement in 09/05.
Taught a variety of subjects in the area of social studies in an urban Middle School from 09/67 to 01/72.
From 01/72 to 09/05 worked as a School Psychologist serving as Chief Psychologist for 12 years.
In private practice from 01/75 until retirement in 01/03. Providing brief counseling and educational evaluations for children and adolescents.
PROFESSIONAL MEMBERSHIPS

Served as Treasurer for local education association as well as state and federal delegate.
Past president of Lancaster Lebanon Chapter 65 Council for Exceptional Children.
Past President of Lancaster Lebanon School Psychological Association.
Current Treasurer of Lancaster Lebanon Psychological Association.
Experience

**Hawkins-Bush Associates**
Philadelphia, PA
Co-Partner
Since 1990
Education and Security consultant providing services to area Charter Schools.

**Harford Community College**
Bel Air, MD
Dean of Student Services
From August 1995 to May 2000
As the dean of student services, I was responsible for admissions, registrar, counseling, financial aid and student activities and was a member of the President’s cabinet.

**Community College of Philadelphia**
Philadelphia, PA
From 1971 to 1995
Held three top level positions, Assistant Director of financial Aid, Assistant Dean and Director Student Activities.

**Alliance for Progress Charter School**
Philadelphia, PA
Chief Operating Administrator and Director of the School
Three and one half years
Responsible for the total operation of the school which included development of the curriculum, teacher recruitment, parent engagement and community involvement. This charter school was K to 6. Alliance was one of the first charter schools in North Philadelphia. Was also responsible for obtaining the charter for this school.

**Philadelphia Education Summit**
Philadelphia, PA
Co-Director
Two years
This was a project spear headed by former mayor Edward Rendell, John F. Street president of City Council and Ernest Jones, Urban Affairs Coalition. The purpose of this project was to work with parents and community groups to assess the impact of the purposed School Reform Commission. We engaged all aspects of the Philadelphia community around Public School Reform.

Education

**Temple University**
Philadelphia, PA
Doctoral Candidate in Urban Education completed all course work with the exception of my dissertation.
Harvard University, Graduate School of Education
Certificate in Educational Administration, Summer of 1997

Antioch University
Masters of Education in Counseling Psychology
1970 to 1973

Cheyney University
Bachelor of Arts in Education, graduated in 1969

Service
Member, Pennsylvania Coalition of Charter Schools
Member, Greater Urban Affairs Children and Youth Committee
Committee Member, Mayor’s Children’s Summit
Member, The Coalition of 100 Black Women
Member, National Political Congress of Black Women
Member, Black Alliance for Educational Options
Board Member, Hope Charter School, Philadelphia, PA.
Board Member of the Imani Charter School Philadelphia, PA.
Member, Black Women in Sports, Philadelphia, PA.

Awards
Image Award, Pennsylvania Black Legislative Caucus, summer 2015
**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
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 new 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 program to train science teachers for middle and high schools
- Assist with the development of an assessment and progress tracking system for scholarship students post-college.

- Evaluations of federally funded before and after school and summer program serving over 2000 students in multiple schools
- Design instruments for data collection, conduct observations, collect and analyze a wide variety of student and program 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 federal Race to the Top Project- People for People Charter School and Maritime Academy Charter High School, Philadelphia, PA**
- Evaluate the impact of professional development and teacher and principal evaluation improvement projects

**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 WinNin Project of Save-A-Mind Foundation- Bala Cynwyd, PA**
- Evaluate the impact of a middle school character building and school attachment intervention project in economically distressed urban middle schools in Trenton, NJ and Philadelphia, PA

**PUBLICATIONS**


**PROFESSIONAL ASSOCIATIONS**

International Society for Technology Education (ISTE)

American Evaluation Association (AEA)
APPENDIX J
NON-PROFIT CORPORATION STATUS

The IRS has determined that the school is exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) effective September 15, 2015. The school will be providing the IRS with notice of the school name change to Reach Cyber Charter School and update the IRS with a facility address once one is established within the Commonwealth of Pennsylvania.
Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate under a contract with the local government. If your method of operation changes to the extent that your charter is not approved, terminated, cancelled or not renewed, you should notify us. You'll also be required to comply with Revenue Procedure 75-50.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

Letter 947
organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar
to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities,
which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your
power of attorney.

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements
APPENDIX K
BOARD MEETING MINUTES

This appendix includes the following:

- Approved Minutes from the September 4, 2015 Meeting
- Approved Minutes from the September 17, 2015 Meeting
- Approved Minutes from the December 21, 2015 Meeting
- Approved Minutes from the January 26, 2016 Meeting
- Draft Minutes from the February 24, 2016 Meeting
I. Call to Order and Roll Call

Mr. Taylor called the meeting to order at 12:00 p.m. when all participants were present and able to hear each other.

Board Members Present: David Taylor, Gail Hawkins-Bush, Paul Donecker, Joseph Harford and Alex Schuh (via phone);

Board Members Absent: Brian Leinhauser;

Guests via Phone: Patricia Hennessy, Board Counsel candidate; Lyn McCullen, Curtis Valentine, Pat Laystrom, Heather Woodward and Kristin DeGroff, Connections staff.

II. Routine Business

a. Approval of Agenda

Mr. Taylor asked the Board to review the Agenda distributed prior to the meeting. The Board removed Oral Report (c) Overview of Charter Choices Services. There being no further changes, a motion was made and seconded as follows:

RESOLVED, that the Agenda for the September 4, 2015 meeting of the Advance Cyber Charter School Board of Directors, as amended, is hereby approved.

The motion passed unanimously.

III. Oral Reports

a. Overview of Charter Application Process and Timeline

Mr. Taylor reviewed the Charter Application process and timeline with the Board. The Board reviewed the recent work done in preparation for the application submission, and noted that all Board members will receive a draft copy of the application for review shortly.

b. Introduction of Board Counsel Candidate, Patricia Hennessy

Mr. Taylor introduced Patricia Hennessy to the Board. Ms. Hennessy reviewed her qualifications and partnership with the law firm, Conrad, O’Brien PC. She also discussed her experiences with charter schools throughout the state, and thanked the Board for their time and consideration.
IV. Action Items

a. Approval of Appointment of Founding Board Members

Mr. Taylor introduced the proposed Board members, and reviewed their qualifications with the Board. Mr. Taylor advised the Board of their roles as Directors and asked the Board for approval of their appointment to the Board. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the appointment of David Taylor, Gail Hawkins-Bush, Paul Donecker, Joseph Harford, Brian Leinhauser and Alex Schuh as the Founding Board Members of Advance Cyber Charter School for a term until the Annual Meeting 2016, as presented, is hereby approved.

The motion passed unanimously.

b. Approval of Election of Board Officers

Mr. Taylor presented this item to the Board. He reviewed with the Board each Officer position as set out in the Bylaws and in the Board materials provided to the Board for their review and consideration. He advised the Board that all positions would be for the term until the Annual Meeting 2016. Nominations were opened for each position. Board members discussed the appointment of Board Treasurer, to be considered at a future meeting. There being no further nominations, nominations were closed. The following motion was made and seconded as follows:

RESOLVED, that the appointment of:

David Taylor, Board President; and
Joseph Harford, Board Secretary, as presented, are hereby approved.

The motion passed unanimously.

c. Approval of Organizational Resolutions

Mr. Taylor reviewed the Organizational Resolutions, as set forth in the Board Meeting materials, with the Board. Board members discussed the removal of the Board Bylaws, for review and consideration at a future meeting. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Organizational Resolutions, as amended to remove the Bylaws, are hereby approved.

The motion passed unanimously.

d. Approval of the Board President to Submit Charter Application and All Other Charter Related Correspondence on Behalf of the Board

Mr. Taylor reviewed the desire for Connections to work with the Board President on finalizing and submitting the Charter application on behalf of the Board. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Board President to submit a Charter application and all other Charter related correspondence on behalf of the Board, as presented, is hereby approved.

The motion passed unanimously.
e. Approval of Board President to Negotiate, Finalize and Execute an Agreement with Board Counsel

Mr. Taylor presented this item to the Board. He reminded the Board of Ms. Hennessy’s credentials, as discussed earlier in the meeting. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Board President to negotiate, finalize and execute an agreement with Board Counsel, as presented, is hereby approved.

The motion passed unanimously.

f. Approval of Board Designee to Finalize a Statement of Agreement with Connections Academy of Pennsylvania, LLC for Future Consideration by the Board

Mr. Taylor reviewed the timeline for finalizing an agreement with Connections Academy of Pennsylvania, LLC. Board members nominated Mr. Taylor to serve as Board designee to finalize the agreement with Connections. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that David Taylor as Board designee, to finalize a Statement of Agreement with Connections Academy of Pennsylvania, LLC for future consideration by the Board, as discussed, is hereby approved.

The motion passed unanimously.

g. Approval of Letter of Intent for a School Facility and Board Designee to Work on Facility Matters

Mr. Taylor presented this item to the Board. The Board reviewed the current due diligence to secure a school facility, as well as the letter of intent for inclusion in the school’s Charter application. Board members nominated Mr. Taylor to serve as Board designee to work on facility matters. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Letter of Intent for a School Facility and David Taylor as Board Designee to work on facility matters, as discussed, are hereby approved.

The motion passed unanimously.

V. Information Items

a. Legislative Update

The Board discussed recent legislative activities in the state, which may impact the school. The Board discussed the political climate in Pennsylvania.

VI. Adjournment and Confirmation of Next Meeting

Mr. Taylor inquired if there was any other business or discussion. There being no further business or discussion, he noted that the next meeting is scheduled for Thursday, September 17, 2015 at 2:00 p.m. via teleconference. The Board being at the end of its agenda, the meeting was adjourned at 12:31 p.m.
I. Call to Order and Roll Call

Mr. Taylor called the meeting to order at 2:03 p.m. when all participants were present and able to hear each other.

Board Members Present: David Taylor, Gail Hawkins-Bush, Paul Donecker and Joseph Harford (via phone);

Board Members Absent: Alex Schuh and Brian Leinhauser;

Guests via Phone: Patricia Hennessy, Board Counsel; Lyn McCullen, Curtis Valentine, Rachel Graver, Heather Woodward and Kristin DeGroff, Connections staff.

II. Routine Business

a. Approval of Agenda

Mr. Taylor asked the Board to review the Agenda distributed prior to the meeting. There being no changes, a motion was made and seconded as follows:

RESOLVED, that the Agenda for the September 17, 2015 meeting of the Advance Cyber Charter School Board of Directors, as presented, is hereby approved.

The motion passed unanimously.

III. Oral Reports

a. Overview of Charter Application Process and Timeline

Mr. Taylor reviewed the Charter Application process with the Board. He noted several recent document submissions, as well as the anticipated timeline for the finalized application submission.

b. Update on Founding Documents – Articles of Incorporation, 501c3 Filing, EIN

Mr. Taylor reviewed his recent work with Board Counsel and Connections on the founding documents, and noted the status of each document.

IV. Consent Items

Mr. Taylor asked the Board Members whether there were any items from the Consent Items that they wanted moved to Action Items for discussion, or tabled. There being no items removed, a motion was made and seconded as follows:
RESOLVED, the Consent Items:

a. Approval of Minutes from the August 28, 2015 Meeting; and
b. Ratification of Agreement with Board Counsel; are hereby approved.

The motion passed unanimously.

V. Action Items

a. Approval of Board Treasurer

Mr. Taylor reviewed this item with the Board, briefly discussing the Board Treasurer position as set out in the Board-adopted Bylaws, and advising the Board that the position would be for a term until the Annual Meeting 2016. Nominations were opened for the position of Board Treasurer. Mr. Leinhauser was nominated as Board Treasurer. There being no further nominations and no further discussion, a motion was made and seconded as follows:

RESOLVED, that the appointment of Brian Leinhauser as the Board Treasurer through the 2016 Annual Meeting, is hereby approved.

The motion passed unanimously.

b. Approval of Bylaws

Mr. Taylor reviewed the Bylaws with the Board, and discussed Ms. Hennessey's recent review of the document. Ms. Hennessey discussed specific items of interest, and noted her support of the Bylaws as presented. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Bylaws, as presented, are hereby approved.

The motion passed unanimously.

c. Approval of Charter Application and All Supporting Documents and Authorization for the Board President to Finalize and Submit the Charter Application on Behalf of the Board

Mr. Taylor presented this item to the Board, and reminded Board members of the discussion held earlier in the meeting regarding the Charter Application. Mr. Valentine and Ms. Hennessey reviewed their ongoing work with Mr. Taylor to finalize and submit the application on behalf of the Board. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Charter Application and all supporting documents and authorization for the Board President to finalize and submit the Charter Application on behalf of the Board, as presented, is hereby approved.

The motion passed unanimously.

d. Approval of Statement of Agreement with Connections Academy of Pennsylvania, LLC
Ms. Hennessy presented this item to the Board. She reviewed her recent work with Connections on the Statement of Agreement, and noted that all items within the document had been mutually agreed upon. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Statement of Agreement with Connections Academy of Pennsylvania, LLC, as presented, is hereby approved.

The motion passed unanimously

VI. Information Items

a. Board Member Charter Application Information

The Board discussed the remaining contact information and supplementary documents needed to complete the application.

b. Legislative Update

The Board discussed recent legislative activities in the state, which may impact the school.

Board members had discussion on the timing and location for the next Board meeting and agreed to poll the Board at a later time to secure the next Board meeting date.

VII. Adjournment and Confirmation of Next Meeting

Mr. Taylor inquired if there was any other business or discussion. There being no further business or discussion, he noted that the next meeting would be scheduled at a later time. The Board being at the end of its agenda, the meeting was adjourned at 2:29 p.m.
I. Call to Order and Roll Call

Mr. Taylor called the meeting to order at 3:31 p.m. when all participants were present and able to hear each other.

Board Members Present: David Taylor, Gail Hawkins-Bush, Brian Leinhauser, Paul Donecker and Joseph Harford (via phone);

Board Members Absent: Alex Schuh;

Guests via Phone: Patricia Hennessy, Board Counsel; Lyn McCullen, Curtis Valentine, Pat Laystrom, Earl Grier, Susan Saidi and Kristin DeGroff, Connections staff.

II. Routine Business

a. Approval of Agenda

Mr. Taylor asked the Board to review the Agenda distributed prior to the meeting. There being no changes, a motion was made and seconded as follows:

RESOLVED, that the Agenda for the December 21, 2015 meeting of the Advance Cyber Charter School Board of Directors, as presented, is hereby approved.

The motion passed unanimously.

III. Executive Session pursuant to §708(a)(4) to consult with attorney or other professional advisor in connection with litigation or on issues on which identifiable complaints are expected to be filed

Ms. Hennessy noted that there was no need for the Board to enter into Executive Session at this time.

IV. Oral Reports

a. Overview of Charter Application Process and Timeline

Mr. Taylor reviewed the Charter Application process with the Board. Ms. Hennessy noted several recent document submissions, as well as the anticipated timeline for the finalized application submission.

Ms. Hennessy also reviewed the school’s current naming conventions, as well as the recently filed reservation for the school’s name with the Pennsylvania Department of Education. She reviewed the options in regards to a change to the school’s naming conventions. Board members discussed the options in detail.
Ms. Saidi reviewed the timeline for filing a name change. Board members discussed appointing a Board designee to authorize and sign all necessary paperwork in regards to the change on behalf of the Board. Mr. Taylor volunteered as designee. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the school name be changed to Reach Cyber Charter School; and

FURTHER RESOLVED, to authorize the Board President as Board designee to finalize and submit all necessary naming documentation on behalf of the Board, as discussed, are hereby approved.

The motion passed unanimously.

V. Adjournment and Confirmation of Next Meeting

Mr. Taylor inquired if there was any other business or discussion. There being no further business or discussion, he noted that the next meeting would be scheduled at a later time. The Board being at the end of its agenda, the meeting was adjourned at 3:55 p.m.
I. Call to Order and Roll Call

Mr. Taylor called the meeting to order at 1:02 p.m. when all participants were present and able to hear each other.

Board Members Present: David Taylor, Gail Hawkins-Bush, Paul Donecker, Brian Leinhauser and Alex Schuh (via phone);

Board Members Absent: Joseph Harford;

Guests via Phone: Patricia Hennessy, Board Counsel; Mike Whisman, member of the public; Dennis Tulli, Lyn McCullen, Curtis Valentine, Jay W. Ragley, Pat Laystrom, Josh Solomon, Earl Grier, Melissa Nelson, Rachel Graver and Heather Woodward, Connections staff.

II. Routine Business

a. Approval of Agenda

Mr. Taylor asked the Board to review the Agenda distributed prior to the meeting. The Board asked to add the following items: Executive Session pursuant to §708(a)(4) to consult with attorney or other professional advisor in connection with litigation or on issues on which identifiable complaints are expected to be filed, Action Item (c) Approval of Retirement System and Action Item (d) Approval to Identify a School Finance Fiscal Consultant. There being no further changes, a motion was made and seconded as follows:

RESOLVED, that the Agenda for the January 26, 2016 meeting of the Reach Cyber Charter School Board of Directors, as amended, is hereby approved.

The motion passed unanimously.

b. Approval of Minutes from the December 21, 2015 Board Meeting

Board members briefly discussed the draft minutes from the last meeting, as included in the Board materials. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Minutes from the December 21, 2015 Board Meeting, as presented, are hereby approved.

The motion passed unanimously.

Executive Session

Executive Session pursuant to §708(a)(4) to consult with attorney or other professional advisor in connection with litigation or on issues on which identifiable complaints are expected to be filed.
The Board entered into an Executive Session at 1:06 p.m. The Board cited the following for entering into the Executive Session: to consult with attorney in connection with litigation or on issues on which identifiable complaints are expected to be filed (65 PA CSA § 708(a)(4)). Board members entered into the Executive Session via a roll call vote. All present remained for the Executive Session.

Mr. Leinhauser joined the meeting at 1:17 p.m.

Open Session resumed at 1:34 p.m. via a roll call vote. No action was taken during Executive Session.

III. Oral Reports

a. Update on Charter Application and Next Steps

This item was reviewed with Board Counsel during the Executive Session.

IV. Action Items

a. Approval of Next Step for Charter Application

Mr. Taylor presented this item to the Board. The Board confirmed its desire to resubmit a revised charter application and to provide an executive summary to PDE outlining the updated Charter Application. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Board will resubmit a charter application, as presented, is hereby approved.

The motion passed unanimously.

b. Authorization for the Board President to Act on the Board's Behalf Regarding Revision of the Charter Application or Appeal of the Charter Application Decision

Mr. Taylor reviewed the desire for the Board President to act on the Board's behalf regarding revision of the Charter Application. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Board President to act on the Board's behalf regarding revision of the Charter Application or appeal of the Charter Application decision, as presented, is hereby approved.

The motion passed unanimously.

Approval of Retirement System

Ms. Hennessy reviewed this item with the Board. She presented the Board with retirement system options available to the school and discussed the pros and cons associated with each option. The Board discussed PSERS and 403b plans.

(Dr. Tulli joined the meeting at 1:41 p.m.)
There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the school will offer a 403b plan as the school’s retirement system, as presented, is hereby approved.

The motion passed unanimously.

Approval to Identify a School Finance Fiscal Consultant

Ms. Hennessy reviewed this item with the Board and the Board confirmed its desire to move forward to engage Charter Choices as the school’s fiscal consultant. The Board discussed their desire to reach an agreement with Charter Choices and to have Board Counsel review the agreement prior to the Board President entering into the engagement. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the appointment of Charter Choices as the school Fiscal Consultant and authorization for the Board President to work with Board Counsel to negotiate and execute an agreement with Charter Choices, as presented, is hereby approved.

The motion passed unanimously.

V. Adjournment and Next Meeting at the Call of the Chair

Mr. Taylor inquired if there was any other business or discussion. There being no further business or discussion, he noted that the next meeting would be scheduled at a later time. The Board being at the end of its agenda, the meeting was adjourned at 1:45 p.m.
Call to Order and Roll Call

Mr. Taylor called the meeting to order at 9:08 a.m. when all participants were present and able to hear each other.

Board Members Present: David Taylor, Gail Hawkins-Bush, Paul Donecker, Brian Leinhauser, Joe Harford and Alex Schuh (via phone);

Guests via Phone: Patricia Hennessy, Board Counsel; Dennis Tulli, Lyn McCullen, Jay W. Ragley, Rachel Graver and Heather Woodward, Connections staff.

Routine Business

a. Approval of Agenda

Mr. Taylor asked the Board to review the Agenda distributed prior to the meeting. The Board was asked to add Action Item (b) Approval of Amended Articles of Incorporation Rider and Authorization for Board Counsel to Finalize and Submit All Necessary Documents on Behalf of the Board. There being no further changes, a motion was made and seconded as follows:

RESOLVED, that the Agenda for the February 24, 2016 meeting of the Reach Cyber Charter School Board of Directors, as amended, is hereby approved.

The motion passed unanimously.

b. Approval of Minutes from the September 17, 2015 Board Meeting

Board members briefly discussed the draft minutes from the September meeting, as included in the Board materials. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Minutes from the September 17, 2015 Board Meeting, as presented, are hereby approved.

The motion passed unanimously.

c. Approval of Minutes from the January 26, 2016 Board Meeting

Board members briefly discussed the draft minutes from the last meeting, as included in the Board materials. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Minutes from the January 26, 2016 Board Meeting, as presented, are hereby approved.
The motion passed unanimously.

[Ms. Hawkins Bush joined the meeting at 9:13 a.m.]

III. Oral Reports

a. Update on Revised Charter Application and Next Steps

Mr. Taylor provided the Board with an update on the work completed to date on the revised charter application. Ms. Hennessy reviewed the Executive Summary with the Board and the changes made in the submission. The Board thanked all involved in the drafting and production of the application. Ms. Hennessy and the Board reviewed the filing timeline, the application review process and timing, the appeals process, political climate in Pennsylvania and other factors that could carry weight on the review process and charter application process.

Ms. Hennessy provided the Board with an update on the relationship that the Board has had with Charter Choices throughout the charter application process. She noted that in accordance with prior action by the Board, Mr. Taylor recently signed the agreement.

IV. Action Items

a. Approval of Revised Charter Application and Authorization for Board President to Submit All Correspondence on Behalf of the Board

The Board reviewed the desire for the Board President to act on the Board’s behalf regarding revision of the Charter Application. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Revised Charter Application and authorization for the Board President to submit all correspondence on behalf of the Board, as presented, is hereby approved.

The motion passed unanimously.

b. Approval of Amended Articles of Incorporation Rider and Authorization for Board Counsel to Finalize and Submit All Necessary Documents on Behalf of the Board

Ms. Hennessy reviewed the proposed changes to the Articles of Incorporation Rider with the Board. She noted the prior comments from the Pennsylvania Department of Education on the Board’s Articles. The Board was supportive of the proposed changes and Ms. Hennessy filing them on behalf of the Board. There being no further discussion, a motion was made and seconded as follows:

RESOLVED, that the Amended Articles of Incorporation Rider and authorization for Board Counsel to finalize and submit all necessary documents on behalf of the Board, as presented, is hereby approved.

The motion passed unanimously.

V. Adjournment and Next Meeting at the Call of the Chair

Mr. Taylor inquired if there was any other business or discussion. There being no further business or discussion, he noted that the next meeting would be scheduled at a later time. The Board being at the end of its agenda, the meeting was adjourned at 9:36 a.m.
APPENDIX L
BY-LAWS
BYLAWS
OF
REACH CYBER CHARTER SCHOOL

Article 1
CORPORATION OFFICE

Section 1.1 The Corporation shall have and continuously maintain in the Commonwealth of Pennsylvania a registered office at an address to be designated from time to time by the Board of Trustees which may, but need not, be the same as its place of business.

Section 1.2 The Corporation may also have offices at such other places as the Board of Trustees may from time to time designate or the business of the Corporation may require, but at all times after it has received a cyber charter school charter shall maintain at least one administrative office in the Commonwealth of Pennsylvania.

Article 2
MEMBERS

Section 2.1 The Corporation shall have no members.

Article 3
MISSION AND PURPOSE

Section 3.1 The Corporation’s mission is to provide top-quality personalized education for students and their families outside the traditional classroom. The school operated by the Corporation will maintain a commitment to excellence in curriculum, instruction, accountability and communication for virtual schools and will ensure that its programs follow
the principles of: high-quality instruction; individualized instruction; parental involvement; technology-rich schooling, accountability and achievement.

Section 3.2   Reach Cyber Charter School is a nonprofit corporation established under the laws of the Commonwealth of Pennsylvania and is subject to the provisions of applicable state and federal statutes, applicable state and federal regulations including, but not limited to, the Charter School Law, as amended, and the applicable provisions of the Public School Code, and the Pennsylvania Department of Education Regulations. In any circumstance in which the provisions of these Bylaws shall conflict with any provision of the Public School Code, the applicable provision of the Public School Code shall control.

Article 4

TRUSTEES

Section 4.1   The Board of Trustees shall consist of Trustees entitled to vote and elected by the Board of Trustees. The Board shall consist of not fewer than five (5) nor more than nine (9) members as determined by the Board from time to time.

Section 4.2   Each Trustee shall be a natural person of the age 18 years or older, and shall qualify to serve as a Trustee of the Corporation under applicable law.

Section 4.3   Trustees shall be elected at any duly organized meeting of the Board of Trustees by a majority of the Trustees then in office. Trustees shall take office immediately following the annual or other meeting of this Corporation at which they are elected. At least three Trustees shall be chosen from and shall represent one of the following constituencies:
(a) At least one (1) Trustee shall be the parent of one or more student(s) who is/are enrolled in the Corporation’s educational program.

(b) At least one (1) Trustee shall be a generally recognized community leader in the area served by the Corporation, as determined in the discretion of the Board of Trustees.

(c) At least one (1) Trustee shall be currently employed as either teachers, college instructors in the area of education or individuals who have served in those capacities or who otherwise have expertise in education, as determined in the discretion of the Board of Trustees.

Section 4.4 Trustees shall be classified with respect to the time for which they shall hold office by dividing them into three (3) classes, each class to consist of, as nearly as possible, an equal number of Trustees. The Trustees of the first class shall hold office for an initial term of one (1) year, and the Trustees of the second class for an initial term of two (2) years, and the Trustees of the third class for an initial term of three (3) years. At the close of each annual meeting of this Corporation, the successors to the class of Trustees whose terms expire that year shall commence to hold office for a term of three (3) years, or until their successors have been elected and qualified. In the event of an increase in the number of Trustees, the remaining Trustees shall assign the newly created Trusteeship(s) to the appropriate class or classes so that the three (3) classes shall continue to consist of, as nearly as possible, an equal number of Trustees. There is no limit to the number of terms a Trustee can serve on the Board.

4.5. Bonding of Officers and Employees. The Treasurer and the Secretary of the Charter School shall furnish a bond in such amount and with such surety as may be required, from time to time, by the Board. At the direction of the Board, any other officer or employee
shall furnish a bond in such amount and with such surety as may be required by the Board. The expense of furnishing any such bond shall be paid by the Charter School.

Article 5

FAILURE TO ORGANIZE AND REMOVAL OF TRUSTEES

Section 5.1 Any individual Trustee may be removed from office with or without assigning any cause by a three-fifths vote of the members of the Board of Trustees. If any Trustees are so removed, new Trustees may be elected at the same meeting.

Section 5.2 The Board of Trustees may declare vacant the office of a Trustee who has been judicially declared of unsound mind, or if within sixty (60) days after notice of his election, the Trustee does not accept such office either in writing or by attending a meeting of the Board of Trustees, and fulfill such other requirements of qualification as these Bylaws may specify.

Section 5.3 A member of the Board of Trustees who is convicted of a felony or any crime involving moral turpitude shall be immediately disqualified from serving on the Board of Trustees.

Section 5.4 If a member of the Board of Trustees fails to perform his or her duties under these Bylaws or under the Pennsylvania Charter School Law, including by reason of failing to regularly attend Board meetings or otherwise, the President shall at the next regularly scheduled meeting of the Board bring before it a proposed resolution for the removal of such member.
Article 6

VACANCIES ON BOARD OF TRUSTEES

Section 6.1 Vacancies on the Board of Trustees, including vacancies resulting from an increase in the number of Trustees, shall be filled by a majority vote of the remaining members of the Board of Trustees, or by a sole remaining Trustee, and each person so elected shall be a Trustee to serve for the balance of the unexpired term.

Section 6.2 When one or more Trustees resign from the Board of Trustees effective at a future date, the Trustees then in office, including those who have so resigned, shall have the power by a majority vote to fill the vacancies, the vote thereon to take effect when the resignations become effective. A Trustee may rescind his or her resignation, in writing, at any time prior to a vote of the Board to declare that a vacancy exists by reason of that Trustee’s resignation.

Article 7

POWERS OF BOARD

7.1 The business and affairs of the Corporation shall be managed by the Board of Trustees. 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. The Board of Trustees may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted, directed or required to be exercised and done by statute, including the Pennsylvania Charter School Law, the Articles of Incorporation or these Bylaws. The Board of Trustees has
the full power and authority to decide matters related to the operation of the school, including, but not limited to, budgeting, curriculum, operating procedures and determining general, academic, financial, personnel and other policies, subject to the school’s cyber charter school charter and applicable law. More specifically, the Board’s authority shall be, without limitation:

(a) 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;

(b) to adopt the curriculum or courses of study and text books;

c) 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 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;

d) to approve institutional documents and policy statements at the Board’s discretion to assure compliance with the Articles of Incorporation, Bylaws, Charter, and Board Policy;

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;

(f) to make contracts and leases for the procurement of services, equipment, and supplies;

(g) to incur temporary debts in anticipation of the receipt of funds;

(h) to solicit and accept any gifts or grants for Charter School purposes;

(i) to establish the annual academic calendar;

(j) to adopt and approve the annual budget and to make revisions therein;

(k) to establish enrollment policies and procedures;
(l) to adopt and approve policies and procedures to assess student achievement;

(m) to approve or ratify all contracts as determined by the policy on contracting;

(n) to be final arbiter of all disciplinary matters;

(o) to authorize any annual audit by an independent certified public accountant;

(p) to fix the salary or other compensation of the Administrators, Principals, teachers, and other employees of the Charter School;

(q) to approve all personnel actions;

(r) to designate depositories of Charter School funds;

(s) 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

(t) 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.

Section 7.2 The Board of Trustees may, by resolution adopted by a majority of the Trustees in office, establish one or more committees consisting of one or more Trustees as may be deemed appropriate or desirable by the Board of Trustees to serve at the pleasure of the Board. Any committee, to the extent provided in the resolution of the Board of Trustees pursuant to which it was created, shall, subject to any restrictions in applicable law, have and may exercise all of the powers and authority of the Board of Trustees, except that no committee shall have any power or authority as to the following:

a) The filling of vacancies in the Board of Trustees;

b) The adoption, amendment or repeal of these Bylaws;
c) The amendment or repeal of any resolution of the Board of Trustees that by its terms is amenable or repealable only by the Board; and

d) Action on matters committed by these Bylaws or a resolution of the Board of Trustees exclusively to another committee of the Board of Trustees.

The Board of Trustees may designate one or more Trustees as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another Trustee to act at the meeting in the place of any such absent or disqualified member.

Section 7.3. Permanent Committees. The Board will form certain committees to oversee the on-going business of the Charter School. These committees may include:

(a) Nominating Committee. If a Nominating Committee is appointed by the Board of Trustees, the Board of Trustees shall set forth both the time frame for nominations and the manner by which the Nominating Committee shall make nominations.

(b) Finance and Audit Committee. The Finance and Audit Committee shall prepare and present a proposed financial budget to the Board of Trustees, and prepare and implement a system of internal fiscal controls.

(c) Personnel Committee. The Personnel Committee shall establish criteria for the performance and evaluation of the faculty and other employees of the school. This committee shall make recommendations to the Board of Trustees regarding salaries, bonuses, and benefits.
Article 8

MEETINGS OF THE BOARD OF TRUSTEES

Section 8.1  The annual meeting of the Board of Trustees shall be held during the month of June. Other meetings of the Board of Trustees shall be held at such times and places within or without the Commonwealth of Pennsylvania as the Board of Trustees may from time to time appoint or as may be designated in the notice of the meeting. One or more Trustees may participate in any meeting of the Board of Trustees, or of any committee thereof, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another. Participation in a meeting by such means shall constitute presence in person at the meeting. After such time as the Corporation receives a charter to operate a cyber charter school, and for so long as required by law, the Board of Trustees shall comply with act of July 8, 1986 (P.L. 388, No. 84), known as the “Sunshine Act.”

Section 8.2  Special meetings of the Board of Trustees may be called by the President of the Corporation on one (1) day's notice to each Trustee, or upon any subsequent minimum notice requirement enacted into the Sunshine Act subsequent to the adoption of these Bylaws, either by telephone, or if in writing, in accordance with the provisions of Article 21 of these Bylaws. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of a majority of the Trustees in office.

Section 8.3  At all meetings of the Board of Trustees a majority of the Trustees in office, present in person, shall constitute a quorum for the transaction of business, and the acts of a majority of the Trustees present in person at a meeting at which a quorum is present shall be
the acts of the Board of Trustees. No more than one proxy may be utilized to count toward a quorum at any meeting of the Board.

Section 8.4  A Trustee who is present at a meeting of the Board, or of a committee of the Board, at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless the trustee files a written dissent to the action with the Secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the Secretary of the Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a Trustee who voted in favor of the action. Nothing in this section shall bar a Trustee from asserting that the minutes of the meeting incorrectly omitted his dissent if, promptly upon receipt of a copy of such minutes, the trustee notifies the Secretary in writing of the asserted omission or inaccuracy.

Article 9

COMPENSATION OF TRUSTEES; CONFLICT OF INTEREST

No Trustee shall, except as allowed by law, as a private person engage in any business transaction with the Corporation, be employed in any capacity by the Corporation or receive from the Corporation any pay for services rendered to the Corporation, provided that a Trustee may receive reimbursement for reasonable expenses incurred in connection with corporate matters if such reimbursement is authorized by the Board of 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.

Article 10

LIABILITY OF TRUSTEES

Section 10.1   A Trustee of the Corporation shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Trustee, including his or her duties as a member of any committee of the Board of Trustees upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Trustee shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (a) one or more officers or employees of the Corporation whom the Trustee reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, public accountants or other persons as to matters which the Trustee reasonably believes to be within the professional or expert competence of such persons; or (c) a committee of the Board of Trustees upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Trustee reasonably believes to merit confidence. A Trustee shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.
Section 10.2  In discharging the duties of their respective positions, the Board of Trustees, committees of the Board of Trustees and individual Trustees may, in considering the best interests of the Corporation, consider the effects of any action and all other pertinent factors. The consideration of these factors shall not constitute a violation of Section 10.1 hereof.

Section 10.3  Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Trustee or any failure to take any action shall be presumed to be in the best interests of the Corporation.

Section 10.4  A Trustee of the Corporation shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless: (a) the Trustee has breached or failed to perform the duties of his or her office under Sections 10.1 through 10.3 hereof; and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

Section 10.5  The provisions of Section 10.4 hereof shall not apply to: (a) the responsibility or liability of a Trustee pursuant to any criminal statute; or (b) the liability of a Trustee for the payment of taxes pursuant to local, state or federal law.

Section 10.6  Notwithstanding any other provisions of these Bylaws, the approval of the Board of Trustees shall be required to amend, repeal or adopt any provision as part of these Bylaws that is inconsistent with the purpose or intent of Sections 10.1, 10.2, 10.3, 10.4, 10.5 or 10.6 of this Article 10, and, if any such action shall be taken, it shall become effective only on a prospective basis from and after the date of such Board of Trustees approval.
Article 11

OFFICERS

Section 11.1 The Corporation shall have a President, a Secretary and a Treasurer on the Board of Trustees, or persons who shall act as such, regardless of the name or title by which they may be designated, elected or appointed and may have such other officers and assistant officers as the Board of Trustees may authorize from time to time. Each such officer must be a Trustee. Any number of offices may be held by the same person. Officers shall be nominated and elected by the Board of Trustees and each officer shall hold office at the pleasure of the Board of Trustees and until his successor has been elected and qualified or until his earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as may be specified in the notice of resignation. The Corporation may secure the fidelity of any or all of the officers by bond or otherwise.

Section 11.2 Any officer or agent of the Corporation may be removed by the Board of Trustees whenever in its judgment the best interests of the Corporation will be served by such removal. The removal shall be without prejudice to the contract rights, if any, of any person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Trustees.
Article 12

THE PRESIDENT

Section 12.1 The President shall, when present, preside at all meetings of the Board of Trustees and have such other duties as may be assigned by the Board of Trustees from time to time.

Article 13

THE SECRETARY

Section 13.1 The Secretary shall: (a) keep, or ensure the minutes of the Board of Trustee’s meetings are kept, in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by applicable law; (c) be custodian of the corporate records; and (d) have such other duties as may be assigned by the Board of Trustees from time to time.

Article 14

THE TREASURER

Section 14.1 The Treasurer shall be responsible for full and accurate accounts of receipts and disbursements in books belonging to the Corporation, shall submit to the Board a summary of all funds received and disbursed each month and shall perform such other duties as may be assigned by the Board of Trustees. The Treasurer shall receive all funds including local, state and federal funds and privately donated funds. The Treasurer shall also make payments out of the same on proper orders approved by the Board of Trustees.
Article 15

DISMISSAL OF SCHOOL STAFF

Section 15.1 Any member of the school staff may be dismissed by majority vote of the Board of Trustees, subject to such policies as may be adopted from time to time by the Board of Trustees and subject to applicable law.

Article 16

INDEMNIFICATION OF OFFICERS, TRUSTEES, EMPLOYEES AND AGENTS

Section 16.1 The Corporation shall indemnify any Trustee or officer, and may indemnify any other employee or agent, who was or is a party to, or is threatened to be made a party to, or who is called as a witness in connection with, any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he is or was a Trustee, officer, employee or agent of the Corporation against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 16.2 The Corporation shall indemnify any Trustee or officer, and may indemnify any other employee or agent, who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action or suit by or in the right of the Corporation
to procure a judgment in its favor by reason of the fact that he is or was a Trustee, officer, employee or agent of the Corporation delete against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court of common pleas of the county in which the registered office of the Corporation is located or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court of common pleas or such other court shall deem proper.

Section 16.3 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 16 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, vote of disinterested Trustees or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. It is the policy of the Corporation that indemnification of, and advancement of expenses to, Trustees and officers of the Corporation shall be made to the fullest extent permitted by law. To this end, the provisions of this Article 16 shall be deemed to have been amended for the benefit of Trustees and officers of the Corporation effective immediately upon any modification of the Nonprofit Corporation Law of 1988 ("NPCL") or any modification or adoption of any other law that expands or enlarges the
power or obligation of charter schools or corporations organized under the NPCL to indemnify, or advance expenses to Trustees and officers of corporations.

Section 16.4 The Corporation shall pay expenses incurred by an officer or Trustee, and may pay expenses incurred by any other employee or agent, in defending an action, or proceeding referred to in this Article 16 in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation.

Section 16.5 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 16 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Trustee, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 16.6 The Corporation shall have the authority to enter into a separate indemnification agreement with any officer, Trustee, employee or agent of the Corporation or any subsidiary providing for such indemnification of such person as the Board of Trustees shall determine up to the fullest extent permitted by law.

Section 16.7 As soon as practicable after receipt by any person specified in Section 16.1 or Section 16.2 of this Article 16 of notice of the commencement of any action, suit or proceeding specified in Section 16.1 or Section 16.2 of this Article 16, such person shall, if a claim with respect thereto may be made against the Corporation under this Article 16, notify the Corporation in writing of the commencement or threat thereof; however, the omission so to notify the Corporation shall not relieve the Corporation from any liability under this Article 16.
unless the Corporation shall have been prejudiced thereby or from any other liability which it may have to such person other than under this Article 16. With respect to any such action as to which such person notifies the Corporation of the commencement or threat thereof, the Corporation may participate therein at its own expense and, except as otherwise provided herein, to the extent that it desires, the Corporation, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof, with counsel selected by the Corporation to the reasonable satisfaction of such person. After notice from the Corporation to such person of its election to assume the defense thereof, the Corporation shall not be liable to such person under this Article 16 for any legal or other expenses subsequently incurred by such person in connection with the defense thereof other than as otherwise provided herein. Such person shall have the right to employ his own counsel in such action, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless: (i) the employment of counsel by such person shall have been authorized by the Corporation; (ii) such person shall have reasonably concluded that there may be a conflict of interest between the Corporation and such person in the conduct of the defense of such proceeding; or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action. The Corporation shall not be entitled to assume the defense of any proceeding brought by or on behalf of the Corporation or as to which such person shall have reasonably concluded that there may be a conflict of interest. If indemnification or advancement of expenses under this Article 16 are not paid or made by the Corporation, or on its behalf, within ninety (90) days after a written claim for indemnification or a request for an advancement of expenses has been received by the Corporation, such person may, at any time.
thereafter, bring suit against the Corporation to recover the unpaid amount of the claim or the advancement of expenses. The right to indemnification and advancements of expenses provided hereunder shall be enforceable by such person in any court of competent jurisdiction. The burden of proving that indemnification is not appropriate shall be on the Corporation. Expenses reasonably incurred by such person in connection with successfully establishing the right to indemnification or advancement of expenses, in whole or in part, shall also be indemnified by the Corporation.

Section 16.8 The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Trustee, Director, Officer, employee or agent of the Corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article 16.

Section 16.9 Notwithstanding any other provisions of these Bylaws, the approval of the Board of Trustees shall be required to amend, repeal or adopt any provision as part of these Bylaws which is inconsistent with the purpose or intent of this Article 16, and, if any such action shall be taken, it shall become effective only on a prospective basis from and after the date of such Board of Trustees approval.

Article 17

ANNUAL REPORT

Section 17.1 The Treasurer and the President shall present annually to the Board of Trustees a report showing in appropriate detail the following:
a) The assets and liabilities of the Corporation as of the end of the fiscal year immediately preceding the date of the report;

b) The principal changes in assets and liabilities during the year immediately preceding the date of the report;

c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report;

d) 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.

Section 17.2 The annual report of the Treasurer shall be filed with the minutes of the meetings of the members of the Board of Trustees.

Article 18

BOOKS AND RECORDS

Section 18.1 The Corporation shall keep an original or duplicate record of the proceedings of the Board of Trustees and the original or a copy of these Bylaws, including all amendments thereto to date, certified by the Secretary of the Corporation. The Corporation shall also keep appropriate, complete and accurate books or records of account. The records provided for herein shall be kept at either the registered office of the Corporation in this Commonwealth or at its principal place of business wherever situated.
Section 18.2  To the extent required by law, the Pennsylvania Department of Education shall have ongoing access to all records, instructional material and student and staff records and to the Corporation’s school facilities.

Article 19

FISCAL YEAR

Section 19.1  The fiscal year of the Corporation shall be as determined by the Board of Trustees.

Article 20

TRANSACTION OF BUSINESS

Section 20.1  Except as otherwise provided by applicable law or directed by the Board of Trustees, each of the President, and one of either the Secretary or Treasurer shall have authority to sign, execute and acknowledge on behalf of the Corporation, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Corporation’s regular business, or which shall be authorized by resolution of the Board of Trustees. The Secretary of the Corporation is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Board of Trustees of the Corporation, provided, however, that an attestation is not required to enable a document to be an act of the Corporation.
Section 20.2  No moneys shall be borrowed on behalf of the Corporation and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

Section 20.3  All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, investment firms or other depositories as the Board of Trustees may select providing that funds shall be invested consistent with sound business practice only in the following instruments: United States Treasury bills; Short-term obligations of the United States Government or its agencies or instrumentalities; Deposits in savings accounts or time deposits or share account of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided by law therefore shall be pledged by the depository; Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania of any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat.789, 15 U.S.C. * 80a-1 et seq.). The school Treasurer shall settle his or her accounts annually with the Board of School Directors for each school year.
Article 21

MANNER OF GIVING WRITTEN NOTICE; WAIVERS OF NOTICE

Section 21.1 Whenever written notice is required to be given to any person under the provisions of these Bylaws, it may be given to the person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or TWX (with answerback received) or courier service, charges prepaid, or by facsimile transmission, to his address (or to his telex, TWX or facsimile number) appearing on the books of the Corporation or, in the case of written notice to Trustees, supplied by each Trustee to the Corporation for the purpose of the notice. If the notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of telex or TWX, when dispatched.

Section 21.2 Any written notice required to be given to any person under the provisions of statute, the Corporation's Articles of Incorporation or these Bylaws may be waived in a writing signed by the person entitled to such notice whether before or after the time stated therein. Except as otherwise required by statute, and except in the case of a special meeting, neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice. Attendance of a person, whether in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.
Article 22

AMENDMENTS

Section 22.1  Except as provided in Sections 10.6 and 17.10 hereof, and except as provided in Section 5504(b) of the NPCL, these Bylaws may be amended or repealed, and new Bylaws adopted, by a majority vote of the members of the Board of Trustees at any regular or special meeting duly convened.
APPENDIX M
ARTICLES OF INCORPORATION

This appendix includes the following:

- Original Articles of Incorporation – M-1
- Statement of Correction of School Name – M-5
- Amended Articles of Incorporation – Rider – M-12
Reach Cyber Charter School Application

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Articles of Incorporation-Nonprofit

Entity #: 6292211
Date Filed: 09/16/2015
Pedro A. Cortés
Secretary of the Commonwealth

Return document by mail to:

David Taylor
Name
3715 Roundtop Road
Address
Elizabethtown, PA 17022
City State Zip Code

Return document by email to: taylor@pamanufacturers.org

Read all instructions prior to completing. This form may be submitted online at https://www.corporations.pa.gov/

Fec: $125

Check one: ☑ Domestic Nonprofit Corporation (§ 5306) ☐ Nonprofit Cooperative Corporation (§ 7102)

In compliance with the requirements of the applicable provisions (relating to articles of incorporation or cooperative corporations generally), the undersigned, desiring to incorporate a nonprofit/nonprofit cooperative corporation, hereby state(s) that:

1. The name of the corporation is:

   Advance Cyber Charter School

2. Complete part (a) or (b) – not both:

   (a) The address of this corporation’s current registered office in this Commonwealth is:

       Corporation Service Company, 2595 Interstate Drive, Suite 103 Harrisburg, PA 17110 Dauphin County

       Number and Street City State Zip County

   (b) The name of this corporation’s commercial registered office provider and the county of venue is:

       c/o:

       Name of Commercial Registered Office Provider County

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes.

   Including but not limited to promoting, supporting and representing the interests of, and operating a charter school in the Commonwealth of Pennsylvania.

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. Check and complete one: ☑ The corporation is organized on a nonstock basis.

       ☐ The corporation is organized on a stock share basis and the aggregate number of shares authorized is

   ____________________________

   2015 SEP 16 AM 9:27 2015 SEP 16 AM 9:41
6. For unincorporated association incorporating as a nonprofit corporation only. Check if applicable:
   The incorporators constitute a majority of the members of the committee authorized to
   incorporate such association by the requisite vote required by the organic law of the
   association for the amendment of such organic law.

7. For Nonprofit Corporation Only:
   Check one: ✓ The corporation shall have no members.
   _____ The corporation shall have members.

8. For Nonprofit Cooperative Corporation Only:
   Check and complete one:
   _____ The corporation is cooperative corporation and the common bond of membership among its
   members is:
   ____________________________________________
   _____ The corporation is cooperative corporation and the common bond of membership among its
   shareholders is:
   ____________________________________________

9. The name(s) and address(es) of each incorporator(s) is (are) (all incorporators must sign below):
   Name(s)            Address(es)
   David N. Taylor    3715 Roundtop Road, Elizabethtown, PA 17022

10. The specified effective date, if any, is:
    month   day   year   hour, if any

11. Additional provisions of the articles, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this
15th day of September 2015

Signature

Signature

Signature
RIDER TO
ARTICLES OF INCORPORATION
OF
ADVANCE CYBER CHARTER SCHOOL

Advance Cyber Charter School elects to include the following optional language in these articles of incorporation.

ARTICLE II
PURPOSES

a) The organization is organized exclusively for charitable, religious, educational, and/or scientific purposes under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and for the purpose of engaging in any lawful act or activity not for pecuniary profit for which not-for-profit corporations may be organized, so far as is or may be permitted by the laws of the Commonwealth of Pennsylvania and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Corporation shall not engage in any business of a kind ordinarily carried on for profit and nothing in these Articles of Incorporation or in the Bylaws of the Corporation shall authorize the Corporation to, and the Corporation shall not, enter any transaction, carry on any activity, or engage in any business for pecuniary profit, and any income received by the Corporation shall be applied only to the nonprofit purposes and objectives of the Corporation set forth herein.

b) In the event of the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute all of the assets of the Corporation exclusively to one or more organizations then described in IRC Sections 170(c)(2), 501(c)(3), 2055 (a)(2) and 2522 (a)(2) having purposes substantially similar to those of the Corporation (except that no private foundation as defined by IRC Section 509(a) shall be a recipient) or to one or more units or agencies of federal, state or local government to be used exclusively for public purposes, as the Board of Directors shall determine. Any of such assets not so distributed shall be distributed to one or more of such organizations as determined by the highest court of the county in which the principal office of the Corporation is then located.

c) No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, as amended, or corresponding section of any future federal tax code, or (b) by an organization, contributions which are deductible
under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE III
BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors consisting at least three (3) members which shall be constituted and have such powers as provided for in the Bylaws.

ARTICLE IV
TERM OF EXISTENCE

The term for which this Corporation shall exist shall be perpetual unless dissolved according to law.

ARTICLE V
BYLAWS

The initial Board of Directors of the Corporation shall adopt Bylaws consistent with these Articles of Incorporation. Thereafter, the Bylaws may be altered or rescinded by the Board of Directors in the manner provided by such Bylaws.

ARTICLE VI
AMENDMENT

The Corporation reserves the right to alter, amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto, according to law.
Reach Cyber Charter School

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEBSITE LOCATED WWW.CORPORATIONS.STATE.PA.US/Search/CorpSearch OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND/OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEBSITE.

ENTITY NUMBER: 6292211
Return document by mail to:
Patricia A. Hennessy, Esquire, Conrad O’Brien, PC
Name
1500 Market Street, Suite 3900
Address
Philadelphia  PA  19102
City  State  Zip Code

Return document by email to: phennessy@conradobrien.com

Read all instructions prior to completing. This form may be submitted online at https://www.corporations.pa.gov/

Fee: $70

In compliance with the requirements of 15 Pa.C.S. § 138 (relating to statement of correction), the undersigned association or other person, desiring to correct an inaccurate, defective or erroneous record, hereby states that:

1. The name of the association or other person is: Advance Cyber Charter School

2. The current registered office address as on file with the Department of State. Complete part (a) OR (b) -- not both:

   (a) Corporation Service Company, 2595 Interstate Drive, Suite 103, Harrisburg, PA 17110

   Number and street  City  State  Zip

   (b) c/o:

      Name of Commercial Registered Office Provider  County

3. The statute by or under which the association was formed (or the preceding filing was made, in the case of a filing that does not constitute a part of the public organic record of an association) is: 15 Pa.C.S. Section 5306

4. The inaccuracy or defect to be corrected is (include Department of State form name and date filed):

   Name change of the non-profit corporation due to Department of State database error from Advance Cyber Charter School to Reach Cyber Charter School.

5. Check one of the following:

   ☐ The portion of the document requiring correction in corrected form is set forth in Exhibit A attached hereto.

   ☐ The original document to which this statement relates shall be deemed re-executed.

   ☐ The original document to which this statement relates shall be deemed stricken from the records of the Department.

IN TESTIMONY WHEREOF, the undersigned association or other person has caused this Statement of Correction to be signed by a duly authorized officer thereof or otherwise in its name this 23 day of December, 2015.

Advance Cyber Charter School

Name of Association

Signature

Counsel/Conrad O’Brien, PC

Title

PA DEPT. OF STATE
DEC 23 2015
EXHIBIT A
PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

☐ Return document by mail to:  
David Taylor  
Name  
3715 Roundtop Road  
Address  
Elizabethtown PA 17022  
City State Zip Code  
☐ Return document by email to: taylor@pamufacturers.com

Articles of Incorporation-Nonprofit  
DSCB:15-5306/7102  
(rev. 7/2015)

Read all instructions prior to completing. This form may be submitted online at https://www.corporations.pa.gov/.

Fee: $125

Check one: ☐ Domestic Nonprofit Corporation (§ 5306)  ☐ Nonprofit Cooperative Corporation (§ 7102)

In compliance with the requirements of the applicable provisions (relating to articles of incorporation or cooperative corporations generally), the undersigned, desiring to incorporate a nonprofit/nonprofit cooperative corporation, hereby state(s) that:

1. The name of the corporation is:  
Reach Cyber Charter School

2. Complete part (a) or (b) – not both:

(a) The address of this corporation’s current registered office in this Commonwealth is:  
Corporation Service Company, 2595 Interstate Drive, Suite 103, Harrisburg, PA 17110 Dauphin County  
Number and Street City State Zip County

(b) The name of this corporation’s commercial registered office provider and the county of venue is:  
c/o:  
Name of Commercial Registered Office Provider County

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes, including but not limited to promoting, supporting and representing the interests of, and operating a charter school in the Commonwealth of Pennsylvania.

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. Check and complete one: ☐ The corporation is organized on a nonstock basis.  
☐ The corporation is organized on a stock share basis and the aggregate number of shares authorized is ___________________________.
6. For unincorporated association incorporating as a nonprofit corporation only. Check if applicable:
   ____ The incorporators constitute a majority of the members of the committee authorized to
   incorporate such association by the requisite vote required by the organic law of the
   association for the amendment of such organic law.

7. For Nonprofit Corporation Only:
   Check one:  ____ The corporation shall have no members.
   ____ The corporation shall have members.

8. For Nonprofit Cooperative Corporation Only:
   Check and complete one:
   ____ The corporation is a cooperative corporation and the common bond of membership among its
       members is: ________________________________.
   ____ The corporation is a cooperative corporation and the common bond of membership among its
       shareholders is: ________________________________.

9. The name(s) and address(es) of each incorporator(s) is (are) (all incorporators must sign below):
   Name(s)                                   Address(es)
   David N. Taylor                           3715 Roundtop Road, Elizabethtown, PA 17022

10. The specified effective date, if any, is:
   month     day     year     hour, if any
   September  16     2015

11. Additional provisions of the articles, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this

23 day of DECEMBER, 2015.

[Signature]

[Signature]

[Signature]
RIDERS TO
ARTICLES OF INCORPORATION
OF
ADVANCE CYBER CHARTER SCHOOL

Advance Cyber Charter School elects to include the following optional language in
these articles of incorporation.

ARTICLE II
PURPOSES

a) The organization is organized exclusively for charitable, religious, educational,
and/or scientific purposes under section 501(c)(3) of the Internal Revenue Code of
1986, as amended, and for the purpose of engaging in any lawful act or activity not
for pecuniary profit for which not-for-profit corporations may be organized, so far as
is or may be permitted by the laws of the Commonwealth of Pennsylvania and
Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The
Corporation shall not engage in any business of a kind ordinarily carried on for profit
and nothing in these Articles of Incorporation or in the Bylaws of the Corporation
shall authorize the Corporation to, and the Corporation shall not, enter any
transaction, carry on any activity, or engage in any business for pecuniary profit, and
any income received by the Corporation shall be applied only to the nonprofit
purposes and objectives of the Corporation set forth herein.

b) In the event of the dissolution of the Corporation, the Board of Directors shall,
after paying or making provision for the payment of all of the liabilities of the
Corporation, distribute all of the assets of the Corporation exclusively to one or more
organizations then described in IRC Sections 170(c)(2), 501(c)(3), 2655 (a)(2) and
2522 (a)(2) having purposes substantially similar to those of the Corporation (except
that no private foundation as defined by IRC Section 509(a) shall be a recipient) or to
one or more units or agencies of federal, state or local government to be used
exclusively for public purposes, as the Board of Directors shall determine. Any of
such assets not so distributed shall be distributed to one or more of such organizations
as determined by the highest court of the county in which the principal office of the
Corporation is then located.

c) No part of the net earnings of the organization shall inure to the benefit of, or be
distributable to its members, trustees, officers or other private persons, except that the
organization shall be authorized and empowered to pay reasonable compensation for
services rendered and to make payments and distributions in furtherance of the
purposes set forth in the purpose clause hereof. No substantial part of the activities of
the organization shall be the carrying on of propaganda, or otherwise attempting to
influence legislation, and the organization shall not participate in, or intervene in
(including the publishing or distribution of statements) any political campaign on
behalf of any candidate for public office. Notwithstanding any other provision of this
document, the organization shall not carry on any other activities not permitted to be
carried on (a) by an organization exempt from federal income tax under section
501(c)(3) of the Internal Revenue Code, as amended, or corresponding section of any
future federal tax code, or (b) by an organization, contributions which are deductible

under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE III
BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors consisting at least three (3) members which shall be constituted and have such powers as provided for in the Bylaws.

ARTICLE IV
TERM OF EXISTENCE

The term for which this Corporation shall exist shall be perpetual unless dissolved according to law.

ARTICLE V
BYLAWS

The initial Board of Directors of the Corporation shall adopt Bylaws consistent with these Articles of Incorporation. Thereafter, the Bylaws may be altered or rescinded by the Board of Directors in the manner provided by such Bylaws.

ARTICLE VI
AMENDMENT

The Corporation reserves the right to alter, amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto, according to law.
In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:
   Reach Cyber Charter School

2. The (a) address of this corporation’s current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):
   (a) Number and Street  
   City State Zip County

   (b) Name of Commercial Registered Office Provider  
   c/o: %CORPORATION SERVICE COMPANY  
   County Dauphin

3. The statute by or under which it was incorporated: 5915

4. The date of its incorporation: 8/31/2015

5. Check, and if appropriate, complete one of the following:
   X The amendment shall be effective upon filing these Articles of Amendment in the Department of State.
   ____ The amendment shall be effective on:
   Date at Hour

Fee: $70.00
6. **Check one of the following:**
   - The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).
   - **X** The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. **Check, and if appropriate, complete one of the following:**
   - The amendment adopted by the corporation, set forth in full, is as follows
   - **X** The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. **Check if the amendment restates the Articles:**
   - The restated Articles of Incorporation supersede the original articles and all amendments thereto.

---

**IN TESTIMONY WHEREOF,** the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 25 day of February, 2016.

---

Reach Cyber Charter School

Name of Corporation

Patricia A. Hennessy

Signature

Attorney for Reach Cyber Charter School

Title
Part I. Complete for each filing:

Current name of entity or registrant (survivor or new entity if merger or consolidation):
Reach Cyber Charter School

Entity number, if known:  
Incorporation/qualification date in PA:  
State of Inc:  
Federal EIN:  
Specified effective date, if any:  

Part II. Check proper box:

X  Amendment (complete Section A)  
___ Merger, Consolidation or Division (complete Section B, C, or D)
___ Consolidation (complete Section C)  
___ Divison (complete Section D)
___ Conversion (complete Section A & E)  
___ Correction (complete Section A)
___ Termination (complete Section H)  
___ Revival (complete Section G)
___ Dissolution before Commencement of Business (complete Section F)

X  Section A - Check box(es) which pertain to changes:

___ Name:

___ Registered Office: Number & street/RD number & box number  City  State  Zip  County

X  Purpose:
Reach Cyber Charter School amends the Rider to its Articles to reflect the Dissolution process required by Pennsylvania Charter School Law.

___ Stock (aggregate number of share authorized):  
Effective date:  
___ Term of Existence:  
Other:  

Section B - Merger  Complete Selection A if any changes to surviving entity:

Merging Entities are: (attach sheet for additional merging entities)

Name:  
Entity #, if known:  

Effective date:  Inc./qual. date in PA.  State of Inc.

Name:  
Entity #, if known:  

Effective date:  Inc./qual. date in PA.  State of Inc.
Section C - Consolidation

Consolidating Entities are: (attach sheet for additional consolidating entities)

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<th>Entity #, if known</th>
<th>Inc./qual. date in PA.</th>
<th>State of Inc.</th>
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Section D - Division

Forming new entity(s) named below: (attached sheet for additional entities)

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Check one:  ____ Entity named in Part I survives. (any changes, complete Section A)

Check one:  ____ Entity named in Part I does not survive.

Section E - Conversion (complete Section A)

Check one:  ____ Converted from nonprofit to profit  ____ Converted from profit to nonprofit

Section F - Dissolved by Shareholders or Incorporators Before Commencement of Business

Section G - Statement of Revival (complete section A for any changes to revived entity.)

Entity named in Part I hereby revives its charter or articles which were forfeited by Proclamation or expired.

Section H - Statement of Termination (attach sheet for additional entities involved)

______________ filed in the Department of State on ________________ is/are hereby terminated.

(type of filing made)  month/date/year  hour, if any

If merger, consolidation or division, list all entries involved, other than that listed in Part I:

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RIDER TO
ARTICLES OF INCORPORATION
OF
REACH CYBER CHARTER SCHOOL

Reach Cyber Charter School elects to include the following optional language in these articles of incorporation.

ARTICLE II
PURPOSES

a) The organization is organized exclusively for charitable, educational, and/or scientific purposes under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and for the purpose of engaging in any lawful act or activity not for pecuniary profit for which not-for-profit corporations may be organized, so far as is or may be permitted by the laws of the Commonwealth of Pennsylvania and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Corporation shall not engage in any business of a kind ordinarily carried on for profit and nothing in these Articles of Incorporation or in the Bylaws of the Corporation shall authorize the Corporation to, and the Corporation shall not, enter any transaction, carry on any activity, or engage in any business for pecuniary profit, and any income received by the Corporation shall be applied only to the nonprofit purposes and objectives of the Corporation set forth herein.

b) In the event of the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, any remaining assets of the cyber charter school shall be given over to the intermediate unit in which the cyber charter school's administrative office is located for distribution to the school districts in which the students enrolled in the cyber charter school reside at the time of dissolution." 24 P.S. § 17-1741-A(a)(3).

c) No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, as amended, or corresponding section of any future federal tax code, or (b) by an organization, contributions which are deductible
under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE III
BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors consisting at least three (3) members which shall be constituted and have such powers as provided for in the Bylaws.

ARTICLE IV
TERM OF EXISTENCE

The term for which this Corporation shall exist shall be perpetual unless dissolved according to law.

ARTICLE V
BYLAWS

The initial Board of Directors of the Corporation shall adopt Bylaws consistent with these Articles of Incorporation. Thereafter, the Bylaws may be altered or rescinded by the Board of Directors in the manner provided by such Bylaws.

ARTICLE VI
AMENDMENT

The Corporation reserves the right to alter, amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto, according to law.
February 18, 2016

Pennsylvania Department of Education
Charter School Office
333 Market Street
Harrisburg, PA 17126

Re: Reach Cyber Charter School

To Whom It May Concern:

As you are aware, this firm represents Reach Cyber Charter School, formerly known as Advance Cyber Charter School, ("Reach") which has submitted, through its Founding Board, an application to open a cyber charter school for the 2016-17 school year. That initial application was denied by the Pennsylvania Department of Education ("PDE") on January 21, 2016. The applicant is filing a revised and resubmitted application in accordance with the Pennsylvania Cyber Charter School law, 17-1745-A(g).

Attached as an Exhibit to the Revised Cyber Charter Application is a Revised Statement of Agreement ("Revised Agreement") between Reach and Connections Education LLC, through its subsidiary, Connections Academy of Pennsylvania, LLC (collectively "Connections")

I have reviewed this Revised Agreement as requested by the Founding Board. After discussions with Connections regarding the Revised Agreement, I have been authorized to advise the Department of the following:

1. The Revised Statement of Agreement represents a full and final agreement between Reach Cyber Charter School and Connections. The original agreement was accepted by the Founding Board by Resolution at a Board meeting held on September 18, 2015. The Board gave counsel the authority to revise the Agreement at a Board meeting on January 26, 2016. As evidence of the finality of the Revised Agreement between the parties, please note the counter-signature below of Connections.

2. The final Revised Agreement attached as an exhibit to the revised and resubmitted application will be executed by both parties upon the award of a charter to operate a cyber charter school in the Commonwealth of Pennsylvania. Without a charter, Reach would unnecessarily be binding itself to the agreement.
3. The final Revised Agreement is unsigned subject to any additional feedback from the authorizer and the parties have agreed to further negotiated language based on that feedback. This is particularly true given that the PDE, in its denial, offered issues with the original agreement; thus, Reach continues to be willing to engage PDE in dialogue on the substance of the Agreement.

4. No additional negotiations on this Revised Agreement are contemplated unless specific revisions are requested by the authorizer or if any aspect of the delegation of responsibility is determined to violate federal or state law. As evidenced by the final Revised Agreement, the parties agreed to negotiate in good faith an amendment to this Agreement to cure any violation.

5. The original agreement evidenced and the Revised Agreement reinforces that the ultimate control of the cyber charter schools lies with the Board of Trustees as the Board is responsible for the day-to-day operations of the cyber charter school. The Board retains the right to terminate the agreement and the Board will conduct reviews of the Connections’ performance which reviews can include progress on academic achievement or substantial breach of any material terms and conditions of the Agreement.

6. Any delegation of responsibility that allows Connections (and Reach Cyber Charter School) employees to take any actions on behalf of the Board are subject to mediation or voiding by the Board. Any delegation of responsibility to Connections for day-to-day operations may be rescinded in whole or in part by Board of Trustees.

7. The Revised Agreement clarifies that as part of the Operations Services, Connections will assist the Board in conducting the recruitment search process and presenting the final job candidates for approval to the Board of Trustees to fill the roles of the Lead School Administrator, Special Education Director, Teachers and Administrative Staff – rather than recommending the final candidates to the Board to ensure Board independence from Connections over the employment of the necessary lead administrators with which the Board will rely to conduct the day-to-day management of the school. The Revised Agreement makes clear that the Board itself is responsible for the hiring of the Lead School Administrator. The Revised Agreement emphasizes that the Board is the employer of all of the School Staff and responsible for staff oversight. The Board will determine compensation but will consult with Connections to assess budgetary impact of staffing decisions.

8. Additionally, Connections, under the Revised Agreement, will now recommend (as opposed to providing outright) to the Board for consideration and approval any Connections-developed “policies and protocols for the implementation of the Education Program that in Connections’ experience enables the School to obtain accreditation by AdvancED or Middle States Association of Colleges & Schools and/or NCAA Eligibility Center.” Likewise, Connections will recommend certain Special Education Protocols that may assist in the manner in which the School will provide Special Education Services but the final responsibility on the selection with remain with the School. The Lead School Administrator is responsible for the implementation of the policies and procedures.
approved by the Board, which may or may not including Connections-recommended policies. The Board and the Lead Administrator are not obligated to adopt such Connections-recommended policies and procedures.

9. The Revised Agreement now clarifies that Connections' implementation of a performance based compensation program for all School Staff will be one that is implemented after a plan approved by the Board of Trustees. Such support by Connections is clarified to mean the suggestion to include proposed policies and processes, consultation with subject matter experts, sharing to best practices, technology (e.g., online recruitment tools), compliance monitoring, training, etc.

10. The Revised Agreement modifies the rescission procedure of the Delegation of Responsibility to clarify that the Board of Trustees has the ultimate authority over the procedure – including the ability to terminate the Delegation immediately and the rescission of the delegation does not trigger a termination of the entire agreement by Connections. The Board retains the right to discuss its proposed decision to void or modify the Delegation of Authority with Connections prior to the adoption of such a resolution.

11. The Revised Agreement clarifies that it is the Board and the School that will implement the necessary policies and procedures and implement the delivery of the educational program chosen by the Board to the students of Reach – including the delivery of Special Education Services, which may, to the extent the Board of Trustees and School determine to do so, be comprised of or include the Connections Policies and Protocols and/or the Special Education Protocols. To the extent the School does not adopt the Policies and Procedures recommended by Connections, the Board and the School are responsible for any impact such decision may have on the School's ability to obtain accreditation from AdvancED, Middle States Association of Colleges & Schools and/or NCAA Eligibility Center.

12. For Special Education Services, the Board of Trustees is responsible for the selection and the adoption of special education policies and procedures for the provision of Special Education Services, which may be comprised of or include (in whole or in part) any Connections recommended Special Education Protocols. The Revised Agreement allows for the Board to consult with Connections with respect to the provision of special education services but the Board now retains the right to consult with its solicitor regarding any Special Education Services.

13. Under the Revised Agreement, Connections may request that the Board replace the Special Education Director if in the course of its consultation it determines that the Special Education Director is violating state and federal law in the delivery of special education services, but the Lead Administrator – and ultimately the Board is not obligated to replace the Director. The parties have agreed that in the event that such concerns are raised, the School will develop a Special Education Remediation Plan that addresses all areas of concern identified by Connections. The Special Education Director is responsible to implement the Special Education Remediation Plan under the oversight and responsibility of the Lead Administrator and the Board of Trustees, including certain implications arising from the implementation or non-implementation of the Special Education Remediation Plan.
14. In the Revised Agreement, Connections will not provide deficit protection should the School experience a deficit as the Board is responsible for the budget and finances of the School, although Connections will assist in the preparation of a proposed budget under the direction of the Board.

15. In response to PDE's concerns, the Revised Agreement demonstrates that the School is also the owner of any policies and procedures and any other intellectual property created and developed by the School, provided that such intellectual property does not constitute Derivative Works of the intellectual property owned by Connections. Connections is limited to use the School's intellectual property only with the scope of the Revised Agreement and such right terminates if the Agreement terminates or expires.

16. The Revised Agreement allows for termination of the Agreement to include the first year of operation and emphasizes that the Board may terminate based on its determination that the Education Program does not meet the requirements for a cyber charter school in Pennsylvania.

Thank you for your consideration of the revised and resubmitted cyber charter school application of Reach Cyber Charter School.

Very truly yours,

Patricia A. Hennessy
Attorney for Reach Cyber Charter School

For Connections Education LLC, through its subsidiary, Connections Academy of Pennsylvania, LLC (collectively “Connections”)

By:

Steven Gutfentag, President
Connections Education LLC

PAH:bmh
1. **Reach Cyber Charter School** (“School”) and Connections Academy of Pennsylvania, LLC (“Connections”), a subsidiary of Connections Education LLC, are hereby entering into this Statement of Agreement (“Agreement”) whereby School by and through its Board of Trustees (sometimes referred to as “Board”), is contracting with Connections to receive access to certain virtual education products through Connexus®, Connections’ Education Management System (“EMS”), along with associated support services, as more fully set forth herein (collectively “the Education Program”). The Education Program will be available on a schedule that will provide Students with the flexibility to take courses and access the Curriculum on a traditional, accelerated or year-round schedule as determined by the Board of Trustees and as reflected in the School Calendar for the Academic Year in question.

2. **Defined Terms**: Capitalized terms within the Agreement, not otherwise defined herein, have the meanings ascribed to them in the Index of Defined Terms, attached hereto and incorporated herein by reference.

3. **Connections Responsibilities**:
   a. **Education Program**: Provide the Curriculum which, when supplemented with Teacher provided additions and modifications, meets the State Standards, as adopted by the Pennsylvania State Board of Education. The Curriculum shall include, at a minimum, the following:
      i. Connections standard Course offering, including core and elective subjects, augmented by a mix of supporting online and offline instruction and intervention resources.
      ii. Access to clubs, activities, and special events described in the Program Guide.
      iii. To the extent permitted by Pennsylvania law, optional access to certain courses taught through the International Connections Academy (“iNaCA”).
      iv. For high school Curriculum only:
         a. Advanced Placement Courses.
         b. Test preparatory materials that may include SAT and ACT preparatory resources.
v. In accordance with the license terms set forth in Section 6 below, a license to use all required curricular and instructional materials that are part of Connections’ standard offering, including textbooks, ancillary materials such as workbooks, kits, texts and other instructional resources (collectively “Instructional Materials”). Instructional Materials will be provided in compliance with Students’ individualized education plan (“IEP”) or 504 Plan.

vi. Access to online lesson content, instructional materials, including Teachlet® tutorials, Longitudinal Evaluation of Academic Progress (“LEAP”) and other intangible educational resources included in Courses.

vii. Facilitate the development of the School’s STEM program and provide ongoing support to the School’s STEM coordinator whose responsibility will be to identify and make available to Students with a STEM interest both credit earning and extracurricular activities, such as internships, competitions, clubs and other activities designed to promote and/or advance a Student’s interest in STEM fields of study.

b. **Connexus® Access.**

i. In accordance with the license terms set forth in Section 6 below, a license for the duration of the Term to access and use Connections’ proprietary technology platform, known as Connexus®, for purposes of utilizing the Education Program set forth in Section 3 of this Agreement, including providing web-based access from non-school sites to the Education Program to Students, Caretakers of Students, Learning Coaches, Teachers and Administrative Staff;

ii. Access to other technologies, including those offered through Connexus®, including the Connexus® student information system, lesson scheduling tools, accountability tools, messaging, video and audio streaming, and message board forum; and the ability to track Student progress.

c. **Operations Services.** Under the direct oversight of the Board of Trustees, and subject to the Delegation of Responsibility set forth in Section 4.b.ii. below, provide services critical to the operation and integrity of the Education Program of the School (“Operations Services”), including, conducting the recruitment search process and presenting the final job candidates to the Board of Trustees to fill the roles of the Lead School Administrator, Special Education Director, Teachers and Administrative Staff (collectively “School Staff”), as well as preparation of all reports to the Caretakers, and/or other third parties required by law and/or the Charter. Selected candidates for all School Staff positions will be presented to the Board of Trustees for a final hiring determination. Using a Board of Trustees approved staff evaluation system, Connections will support the Lead School Administrator with an annual evaluation of School Staff within recommended evaluation guidelines. Operations Services shall be provided in accordance with the Charter, federal and state law, and the authority conferred to Connections by the Board of Trustees. To the extent any School operational practice, including any aspect of the delegation of authority from the Board of Trustees to Connections in section 4.b.ii. below, is determined to violate the Charter, federal or state law, the parties agree to negotiate in good faith an amendment to this Agreement to cure such determined violation.
d. **Policies and Protocols.**

i. Recommend to the Board, Connections developed policies and protocols for the implementation of the Education Program that in Connections’ experience enables the School to obtain accreditation by AdvancED or Middle States Association of Colleges & Schools and/or NCAA Eligibility Center (“Connections Policies and Protocols”).

ii. Recommend Special Education Protocols that describe the manner in which the School will provide Special Education Services.

e. **Complaints.** Together with the Lead School Administrator, promptly investigate any concerns or complaints raised by the Board of Trustees involving the performance of any member of the Administrative Staff, Teachers, Special Education Director or other personnel providing support services to the School, regardless of whether: (i) employed by Connections; (ii) employed by the School; or (iii) retained as an independent contractor.

f. **Counseling and Related Services.** Provide support to guidance counselors and advisory teachers in their provision of academic counseling and other related services to Students, including assisting in the development of protocols and providing consultative support in connection therewith.

g. **Services to Special Need Students.** Provide consultative support to the Special Education Director in support of the Special Education Services provided by the School, as well as periodic compliance assessments to the Board of Trustees of the School’s delivery of Special Education Services.

h. **Enrollment and Academic Placement Processing.** Implement and conduct the enrollment process on behalf of the School, in accordance with placement and withdrawal policies and procedures adopted by the School, and in compliance with local, state and federal law. The School hereby appoints Connections as the School’s agent throughout the enrollment process for purposes of obtaining and delivering information from and to Students and Caretakers relevant to the enrollment and placement process. Only full-time Students are eligible to enroll in the School unless otherwise allowed by Pennsylvania law and agreed to by the parties in writing. The School has no responsibility to pay Connections for any Students the School enrolls who are not eligible. Further, Connections will be responsible for reimbursing any funds that it has received in the form of payment for services from the School, to the extent funding is disallowed as a result of a Student’s withdrawal.

i. **Repository of School Records.** The Board of Trustees hereby appoints Connections, its repository of electronic Student Records, and other School records. Connections shall store and maintain such electronic Student Records, and other School records in accordance with state, local and federal requirements, and consistent with commercially reasonable technical and organizational measures intended to protect against: (i) accidental or unauthorized destruction; (ii) accidental or intentional loss or alteration; or (iii) unauthorized disclosure or access. In the event the Agreement terminates, Connections shall be obligated to maintain said repository for a period of 7 years following such termination for no additional fee.
j. **Student Records Support.** In furtherance of its enrollment and placement related obligations set forth in section 3.h. above and in connection with its repository obligations set forth in 3.i. above:

i. Connections shall receive from Caretakers all Student Records on the School’s behalf that are submitted electronically through its secure, password-protected system (“Server”).

ii. Connections shall maintain the confidentiality of all Students’ records in compliance with applicable state and federal laws, and pursuant to the confidentiality provisions set out in Section 16 of this Agreement. Connections shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law.

iii. All Student Record information shall remain the property of the School and, to the extent not immediately available through the School’s on-demand access, shall be provided to the School via a secure means within five (5) business days of the School’s written request for such information. To the extent permitted by law, Connections may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the School provides written notice requesting that specific records be returned or Destroyed.

iv. Unless the parties expressly agree to a longer time period, Connections shall certify to the School, within one year from the date it receives instructions as to what Student Records are to be returned or Destroyed that it has complied with the instructions of the School in connection with such notice.

k. **Personalized Learning Plan Protocol.** Provide Teachers with resources and assistance designed to enhance their effectiveness in creating a Personalized Learning Plan (“PLP”) for each Student, as required to meet or exceed any educational standards established by the Commonwealth of Pennsylvania or otherwise required by the Charter.

l. **Testing and Assessments.** Administer all State required testing, using the proven Connections testing logistical system, and other State mandated assessments, including a series of assessments designed to gauge the Student’s mastery of core concepts and readiness for the Commonwealth of Pennsylvania’s standardized tests or other State mandated testing.

m. **Insurance.** Maintain and keep in force the insurance policies set forth in Exhibit A, which shall be in amounts that are no less than the minimum levels required by the Charter, applicable law, or both. Liability, casualty, and property insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School, as well as Director and Officer’s Insurance in the amount required by the Authorizer will be the responsibility of the School. If the Board of Trustees desires to obtain insurance coverage independently, Connections will provide a discount to the School equal to its cost of obtaining the same coverage.

n. **Public Website.** In consultation with the Lead School Administrator, maintain a public web site on behalf of the School that will contain or link to any information required by the Charter School Law.
o. **Other Professional and Technical Support Services.**

i. Provide human resources and support services integral to the delivery of the Education Program, including: (1) recruiting, training, monitoring, and supporting School Staff and other support service providers employed or otherwise engaged by the School, as well as supporting the performance evaluation process for such personnel; (2) implement a performance based compensation program for all School Staff approved by the Board of Trustees designed to attract and retain qualified personnel; (3) payroll and benefits administration, including providing employee benefit plans as required by law; (4) conducting background checks, child abuse clearances and pre-employment reviews as specified by law; and (5) assisting in the development of an employee handbook and school handbook that shall be submitted for review and adoption to the Board of Trustees.

ii. Provide 24/7 technical support through on-line Help (in Connexus®) and live phone support via Connections Support Services to parents, students, and staff Monday-Friday 9:00 a.m. to 9:00 p.m. (ET); and on-call support all other times.

iii. Support the Lead School Administrator in the recruiting of community coordinators to volunteer their services to coordinate school-sanctioned community activities and field trips that enhance the educational experience of Students and provide them with the opportunity to engage other Students residing in the immediate geographic area who also attend the School (“Community Coordinators”). The local Community Coordinator shall work with Teachers, Caretakers and Students to enrich the learning experience and distribute information about their local community. Community Coordinators shall not be considered employees or contractors of Connections or the School. Connections is not responsible for providing transportation to these group activities, or otherwise providing for the cost of such activities, unless otherwise, and then only to the extent agreed or mandated by IEPs. Connections shall be responsible for obtaining any criminal background checks and child abuse clearances for each Community Coordinator, as required under applicable law.

iv. During the Academic Year, staff an educational resource center during the hours of 9:00 a.m. to 6:00 p.m. ET with education professionals trained in the delivery of the Education Program to provide applicable School Staff with additional education support services.

v. Provide all Teachers with access to all Instructional Materials supplied to Students as necessary to conduct their teaching responsibilities.

vi. Provide the Board of Trustees and School Staff with training in Connections protocols and other best practices. In addition, as part of its fee for the Education Program paid to Connections, Connections will make available to Board Members and School Staff continuing professional development and other related training, leadership development and peer to peer networking opportunities (collectively "Training") that support the School mission and delivery of the Education Program and which shall be sufficient, at minimum, to allow the respective Board of Trustees and School Staff to comply with applicable laws that specify Training requirements. All costs associated with such Training shall be the responsibility of Connections, including related travel, housing, meal and hospitality costs, except to the extent
Connections notifies the School prior to the Training opportunity of those costs, the School will be required to cover. All Connections' sponsored training will be for the purpose of promoting the School's education mission and other related official school business.

vii. Provide training and support programs and materials to Students, Learning Coaches, Caretakers and community coordinators on the Curriculum, use of Connexus®, various Connections policies and procedures, and other technology to support Student learning as appropriate.

viii. As part of Connections’ Education Program responsibilities, and in order to facilitate the School's ability to oversee Connections’ Operation Services and Education Program responsibilities (“Program Oversight”), Connections shall make key personnel reasonably available for advisement and consultation with members of the Board of Trustees, Authorizer, and/or Lead School Administrator or his or her designee. Except to the extent otherwise agreed, reasonable expenses incurred by Connections, including hospitality related expenses, in connection with Program Oversight, shall be paid out of the fee for the Education Program paid to Connections.

ix. Under the direction of the Board Treasurer and Finance Committee, provide accounting support services to the Board of Trustees, including providing all necessary supporting reports for all Connections’ activities under this Agreement. Connections may subcontract some of these services, only with the approval of the Board of Trustees. If the Board of Trustees is required to contract directly with an independent third party for any or all of such accounting support services, the Parties agree to amend the Fee Schedule to remove these services.

x. Assist the Board Treasurer and Finance Committee in the development of a Budget for the Board of Trustees’ consideration and approval on an annual basis.

xi. Provide audit support, and local, state and federal financial reporting support, as well as related consultation support to the Board of Trustees, its Finance Committee and its Audit Committee.

xii. Provide assistance to the School in the development and implementation of a Public Information Campaign (“PIC”) to inform potential students, their Caretakers, and other interested parties about the Education Program. All PICs will comply with Connections’ trademark usage guidelines located at http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx. Connections is under no obligation to implement any PIC initiatives promoted by the Board of Trustees that Connections determines will have a negative impact on its brand identity and/or reputation in the Marketplace, including in connection with the School.

xiii. Either directly, or through a third-party provider approved by the Board of Trustees, serve as an invoice payment processor for the School for school operations invoices. All costs associated with the invoices, however, remain the responsibility of the School, and will be reimbursed at cost to Connections or such other third-party provider, as the case may be.
xiv. Provide comprehensive logistic services in regards to the Connections’ provided physical Curriculum materials, including procurement, contracting, storage, fulfillment, and other services required to obtain, deliver, collect and warehouse these materials.

p. Provision of Computer Technology for School Staff. For all School Staff and the Lead School Administrator, provide and maintain, in good working condition, the Computer Technology necessary to provide the Education Program. Any Computer Technology provided by Connections will be the exclusive property of Connections or its contractors and will be returned upon the termination of this Agreement or upon the termination of employment, whichever is sooner. The School shall not be responsible for ensuring the return of Computer Technology.

q. Provision of Computer Technology for Students. At the election of the Board of Trustees, provide a comprehensive Computer Technology solution to Students, which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such Computer Technology, as well as other related comprehensive logistical support services, such as, set up, Connexus® interface mapping, and technical support, in accordance with Connections’ established policies and procedures.

4. Board of Trustees Responsibilities:

a. Governance. Obtain and maintain the governance and organizational structure required by law and/or the Charter.

b. Management of the School.

i. The Board of Trustees shall be responsible for managing the day to day affairs of the School, including hiring the Lead School Administrator, and shall be responsible for overseeing the supervision and evaluation of School Staff and the oversight of this Agreement. The Board of Trustees’ representative in connection with the day to day operation of the School shall be the Lead School Administrator, whose duties are more fully set forth below in Section 4.c.ii.


1. Subject to the Board of Trustees authority to rescind such delegation, in order to ensure the quality and integrity of the Education Program and to fully leverage Connections experience providing comprehensive support services to full time virtual K-12 virtual schools, the Board of Trustees delegates to Connections (“Delegation of Responsibility”) responsibility to support the Lead School Administrator, with the recruiting, training, supervision, oversight, discipline and dismissal of Teachers, Administrative Staff, the Special Education Director, 504 coordinator, clerical staff, and other such support positions as may be necessary to support School operations. The support from Connections may be in the form of: (i) proposed policies and processes; (ii) consultation with subject matter experts; (iii) sharing of best practices; (iv) technology (e.g., online recruitment tools); and (v) compliance monitoring, training, etc.

2. All terminated employees shall have the ability to have their terminations reviewed by the Board of Trustees as further set forth in the employee handbook and no termination action will be considered final until the later of:
(i) the time period to request review has expired and no such request has been timely made; or (ii) the Board of Trustees has affirmed such termination in accordance with the termination procedure set out in the employee handbook.

3. The Board of Trustees reserves the right through resolution by a properly constituted Board of Trustees to void or modify any decision made by the Lead School Administrator in consultation with Connections under the Delegation of Responsibility. Any Board of Trustees action to void or modify any decision made by the Lead School Administrator in consultation with Connections under the Delegation of Responsibility shall take effect at a time and in a manner specified by such Board of Trustees resolution.

4. The Delegation of Responsibility may be rescinded in whole or in part upon adoption of a resolution by a properly constituted Board of Trustees setting forth the parameters of such rescission. Any Board of Trustees decision to rescind the Delegation of Responsibility whether in whole or in part, shall not take effect any earlier than the close of the Academic Year in which such rescission is communicated to Connections.

5. Prior to the adoption of any resolution, either voiding or modifying a decision arising out of, or related to the Delegation of Responsibility, or rescinding in whole or in part the Delegation of Responsibility, the Board of Trustees shall consult with Connections and explain the reasons therefor. As part of this Delegation of Responsibility, and regardless of any Board decision to rescind such delegation, if Connections has a concern about the legality of any action by the Board of Trustees, or lack of action relating to any Board management decision of the School that Connections believes could jeopardize the school’s reputation, or ability to continue as an ongoing concern; Connections may refer the matter to the Board of Trustees’ Counsel of Record for review and analysis, and take such other action available to Connections under the terms of this Agreement and/or applicable law.

iii. The Board of Trustees and School shall implement policies and procedures to administer the Education Program and the delivery of Special Education Services, which may, to the extent the Board of Trustees and School determine to do so, be comprised of or include the Connections Policies and Protocols and/or the Special Education Protocols. To the extent the School does not adopt the Connections Policies and Procedures, it understands and accepts responsibility for any impact such decision may have on the School’s ability to obtain accreditation from AdvancED or Middle States Association of Colleges & Schools and/or NCAA Eligibility Center.

iv. The Board of Trustees shall be responsible for adopting any necessary policies to comply with state law and regulation in the oversight of the School and to promptly inform Connections of any obligations or deficiencies in the School’s operations.

v. The Board of Trustees shall perform any responsibility assigned to Connections under the terms of this Agreement to the extent it is in conflict with or nullified by any applicable law, regulation and/or the terms of the Charter.
vi. The Board of Trustees shall perform any responsibility not explicitly assigned to Connections under the terms of this Agreement that would otherwise be the responsibility of the School under applicable law, regulation and/or the terms of the Charter, unless and until, Connections and the School reach agreement regarding under what conditions such responsibilities will be delegated to Connections.

c. Education Program Administration. Administer the Education Program in a manner that fully implements the Education Program, provided, however, that Connections shall work with the School to incorporate into the Education Program non-core model programs, including clubs, activities, field trips, identified by the School that promote the School’s STEM focus.

i. Employment of School Staff. The Board of Trustees shall be the employer of all School Staff, including the Lead School Administrator, and has final authority over matters relating to hiring, compensation, discipline, termination, as well as employment policies and procedures, as set forth in the School employee handbook. While the Board of Trustees shall be responsible for determining the compensation arrangement for School Staff, it shall consult with Connections in determining such compensation arrangements in order to be fully apprised of the resulting impact on the school budget.

ii. The Lead School Administrator, in consultation with Connections, shall be responsible for the day to day delivery of the Education Program and supervision of all School Staff, and shall be the primary interface between Connections and the Board of Trustees, as well as the primary interface between the Board of Trustees and the School Staff. The Lead School Administrator may also from time to time be referred to as the Principal. The Lead School Administrator consults with Connections on the recruiting, selection, training, supervision, oversight, discipline and dismissal of Teachers, Administrative Staff and clerical staff. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to: reporting regularly to the Board of Trustees; supervising administrative personnel; inspiring Teachers to teach, and facilitate student learning; Students to engage in learning and learn; and Learning Coaches to engage in their Student’s learning consistent with the school’s mission. The Teachers shall report to the Lead School Administrator, or such individual, as shall have been designated by him or her, and the Lead School Administrator shall work collaboratively with the Connections designated Director of Schools, or his/her designee, who will provide guidance to the Lead School Administrator, all under the oversight of the Board of Trustees. In consultation with Connections, the Lead School Administrator will promptly investigate and take action to address any complaints or concerns raised by the Board of Trustees, or others, regarding the performance or conduct of any Teacher or Administrative Staff member. The Lead School Administrator shall provide a prompt report to the Board of Trustees and Connections on any and all actions taken in response to such a request.

iii. The Board of Trustees maintains the responsibility for evaluating the Lead School Administrator. In furtherance of the Delegation of Responsibility, however, it will consult with Connections in that evaluation. The Lead School Administrator shall be
evaluated annually based on standards that are adopted by the Board of Trustees, in consultation with Connections. Connections shall receive a copy of the results of that evaluation. The standards used may be changed from time to time by the Board of Trustees, who shall consult with Connections prior to adoption of such change. The use of these standards shall not limit the Board of Trustees from including additional performance criteria in its evaluation. Connections shall bring to the Board of Trustees’ attention concerns about, as well as requests and recommendations related to, the performance and employment of the Lead School Administrator. All such concerns, requests and recommendations shall be made in writing. Both the Board of Trustees and Connections shall preserve the confidentiality with respect to any such written concerns, requests, and/or recommendations, except as required by law.

iv. In the event the Board of Trustees determines to replace the Lead School Administrator for any reason, to the extent possible, it shall give Connections thirty (30) days written prior notice of such removal, including the reasons for such removal. In addition, Connections shall advise the Board of Trustees as to its belief that it is in the best interests of the School that the Lead School Administrator be replaced. Such advisory notice shall be made in writing, including the basis for the request, such as evidence that the Lead School Administrator has failed to comply with employee or school policies, integrity/fidelity of the Education Program, or has caused or will cause harm to the School/students. In that event, the Board of Trustees shall promptly take steps to inform Connections as to how it will address Connections concerns related to the Lead School Administrator and in no event no later than ninety (90) days after receipt of the advisory notice, including whether or not the Lead School Administrator will be replaced. Any replacement of the Lead School Administrator (or other remedial action) will be done so as to minimize the disruption to Students.

v. Under the direction of the Lead School Administrator, and in furtherance of Section 5 below, the Special Education Director, who shall be properly credentialed and have all necessary certifications required by Pennsylvania law to hold such position, is responsible for overseeing the provision of Special Education Services, including the option to implement the Special Education Protocols, overseeing all personnel involved in the provision of Special Education Services, including the School’s Section 504 coordinator, and all outside contractors retained for such purposes. The Special Education Director may also act as a Teacher, and/or the 504 coordinator, to the extent qualified to do so, in addition to their other responsibilities.

vi. All other Administrative Staff shall take their day to day direction from the Lead School Administrator or his or her designee. To the extent properly credentialed, respective Administrative Staff may also act as Teachers in addition to their other responsibilities.

vii. All Teachers shall be licensed and credentialed pursuant to Pennsylvania law, shall take their day to day direction from the Lead School Administrator or his or her designee, and in all respects shall comply with Connections’ practices and protocols in the delivery of the Education Program.
d. **Course Completion.** Abide by and administer all requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma, and return and recovery policies in connection with the use of Connections provided Computer Technology and Instructional Materials.

e. **Diplomas.** Grant diplomas based on attainment of minimum requirements for graduation with a School diploma.

f. **Insurance.** Except for that insurance identified in Exhibit A, obtain and maintain the following policies of insurance, as required and/or permitted by applicable law: director and officer liability; workers compensation with minimum limits established by law; educators’ legal liability; employment practices liability; and general liability insurance. To the extent permitted by applicable law, Connections and its parent company, Connections Education LLC shall be added as additional named insureds on all policies of insurance obtained and maintained by and for the benefit of the Charter School.

g. **Computer Technology for Students.** In the event that the School elects to procure its Computer Technology for Students from a source other than Connections, provide written assurances to Connections that the School or other third party will provide comprehensive logistical support services comparable to those provided by Connections and will assume all liability related to any failure by the School to provide such services.

5. **Special Education Services:**

a. **Special Education Protocols.** The Board of Trustees will adopt special education policies and procedures for the provision of Special Education Services, which may be comprised of or include (in whole or in part) the Connections Special Education Protocols recommended to the Board of Trustees, and will consult with Connections with respect to providing Special Needs Students with a free and appropriate education (“FAPE”). The Board retains the right to consult with its solicitor regarding implementation of Special Education Services.

b. **Replacement of Special Education Director.** Connections shall have the right to request that the School replace the Special Education Director in the event that Connections determines that the Special Education Director is violating state and federal law in the delivery of special education services, and so notifies the Lead School Administrator in writing. In the event that the School decides not to replace the Special Education Director, the School shall have 60 days to develop a plan that fully and consistently addresses all areas of concern identified by Connections related to the provision of Special Education Services (“Special Education Remediation Plan”). It is the Special Education Director’s responsibility to fully and consistently implement the Special Education Remediation Plan under the oversight of the Lead Administrator and the Board of Trustees.

c. **Election Not to Implement Special Education Remediation Plan.** If the School chooses not to: (i) timely and consistently implement the Special Education Remediation Plan referenced in (b) above; and/or (ii) take corrective action with regard to any issue(s), matter(s), or concern(s) related to Special Education Services brought to the School’s attention by Connections; Connections and its agents, employees, and assigns, will not be deemed to have engaged in any wrongdoing, misconduct, negligence, or default under
Section 20 of this Agreement, with respect to Special Education Services. To the extent any claim of liability arises out of, or is related to the School adopting special education policies that do not comprise the Special Education Protocols, the School shall indemnify and hold Connections harmless with respect to such claims of liability, in accordance with Section 20 of this Agreement.

6. **Grant of Rights and Access:**

   a. **License.** Connections hereby grants to the School a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use Connexus® and the Content and Instructional Materials contained in Connexus® in connection with the receipt of the Educational Program hereunder (collectively the “Licensed Collateral”). The School’s right to access and use the Licensed Collateral is solely for the intended purpose for which such access is granted and is subject to Connections’ Intellectual Property provisions set forth in Sections 14 and 15 below. Connections may update the features and functions of Connexus® from time to time. Any right to use the Content and Instructional Materials shall be solely for the applicable Course for which a Student is enrolled or that an Authorized User is otherwise authorized to access.

   b. **Permitted and Prohibited Uses.** All rights not expressly granted to the School and Authorized Users pursuant to the Agreement are reserved to Connections, and any uses of the Licensed Collateral by the School and Authorized Users not expressly permitted in the Agreement are strictly prohibited. Specifically, unless otherwise authorized by Connections in furtherance of the delivery of Education Program related services, School will not, and will not permit Authorized Users, School’s employees or agents or any third party to: (i) access the Content and Instructional Materials or Connexus®; except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content and Instructional Materials or of Connexus®; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of Connexus®; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control or security systems of Connexus® or the Content and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages Connexus®, Content, Instructional Materials, Connections or its content providers, or in any manner that Connections may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information (as defined in Section 6.d. below) or permit access to Connexus® and/or the Content and Instructional Materials by unauthorized persons using an Authorized User’s Log-In Information.

   c. **Usage Guidelines and Rules of Conduct.** The School (including its employees and agents) and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The School will comply and assure compliance by its
employees, agents and the Authorized Users with Terms of Use of Connexus®, Privacy Policy, and other applicable Connections policies, as may be updated from time to time by Connections in its sole discretion. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the Connexus® login page. The School acknowledges that Connections may also institute basic rules for academic and personal conduct for Authorized Users’ use of the Licensed Collateral, and that Connections will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct shall be prohibitions against any Authorized User’s attempt to make inappropriate communication or contact with any other Authorized Users through Connexus®, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to Connexus®. The School shall immediately provide Connections with written notice of any unauthorized use or distribution of the Content, Instructional Materials or Education Program of which the School becomes aware and shall take all necessary steps to ensure that such unauthorized use or distribution is terminated.

d. Security and Use of Passwords. Each Authorized User will have a user name and password for the purpose of accessing Connexus® and the Content and Instructional Materials (the “Log-In Information”). The School and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. The School and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to Connexus® and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of Connexus® and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.

e. Availability and Support. Connections strives to provide access to Connexus 24 hours per day, 7 days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions.

7. Communications from Connections: The School acknowledges and agrees that Connections may periodically contact Authorized Users for the School in relation to Connections carrying out its obligations set forth in this Agreement. By accessing the Licensed Collateral, the School and Authorized Users will be deemed to have consented to receive such communications.

8. Representation Regarding Non-discrimination: Neither Connections nor the School will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Pennsylvania law.

9. Performance Review: During year three (3), but prior to the close of year three (3) of the Initial Term, the School shall undergo a Performance Review, which shall include a review of the performance of School service providers, including Connections. Based on the outcome of the Performance Review, Connections shall work with the Board of Trustees to develop a performance improvement plan to address any shortcomings identified in the Performance Review. The Board of Trustees in its sole discretion may initiate subsequent Performance

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Reviews as it deems necessary. Nothing in this section prevents the School from raising concerns with Connections’ performance in the first two operating years of the School. Connections agrees to work in a prompt manner to respond to any such issues raised by the School or its Board of Trustees.

10. **Health and Safety:** Connections will assist the School in the development of training and policies related to the following standards regarding health and safety:

   a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring, as required by state law;

   b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco in school operated facilities or at school sponsored events;

   c. Adopting policies prohibiting bullying, sexual harassment, harassment, and other social behaviors prohibited under applicable law; and

   d. Complying with all state immunization law.

11. **Pricing and Payment Terms:**

   a. **Fee Schedule.** During each year of the term, as compensation for the Education Program provided by Connections under the terms of this Agreement, Connections shall be paid in accordance with the schedule of fees for services (the “Fee Schedule”).

   b. **Payment Agent.** The parties may agree to have Connections act as its payment agent for various expenditures. Connections will submit to the School appropriate documentation evidencing payment of such expenditures and upon said submission shall be entitled to a dollar for dollar reimbursement for these expenses. Reimbursement shall be made in accordance with section 11.c. below.

   c. **Invoicing.** Connections will invoice the School monthly. Payment will be due within five (5) business days of action by the Board of Trustees, which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. Connections may charge interest at the rate of one and one half percent (1.5%) per month for any invoices over sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by Connections to perform under the terms of this Agreement or if the School is disputing any charges. The School shall notify Connections of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the Commonwealth of Pennsylvania. Any differences in amounts that were previously paid under this Agreement as a result of such adjustments shall only be applied to or against the next payment or payments otherwise due under this section, or if no payment is due, Connections shall refund such amount to the School.

   d. **Realigning of Responsibilities.**

      i. To the extent there is a realigning of responsibilities between the parties pursuant to section 4.b.v. above, the parties shall negotiate a corresponding adjustment in the Fee Schedule for the Academic Year in which said alignment of responsibilities occurs.
ii. To the extent Connections’ delegation of responsibilities is expanded/reduced beyond what is set forth in Section 4 above, the parties shall negotiate a corresponding increase/decrease in the Fee Schedule for the Academic Year in which said expansion/reduction of responsibilities occurs. No expansion/reduction of responsibilities shall become effective until such time as the Board of Trustees approves a Fee Schedule incorporating such corresponding increase/decrease.

iii. In the event of a rescission of the Delegation of Responsibility, the parties agree to negotiate and mutually agree to new compensation terms for services provided by Connections based on the relationship of the parties at that time.

e. **State Audit Adjustments.** To the extent that any adjustments as a result of a state audit are the result of Connections’ failure to adequately perform its responsibilities under this Agreement, Connections will be required to either: (i) return funds to the School in the amount determined as a result of a State audit; or (ii) to the extent that funds are withheld from future payments to the School, reduce amounts invoiced to the School by the amount funding is withheld.

f. **Start-up Loan.** To assist with the successful launch of the School, Connections agrees to offer the School a loan. If any such loan is made by Connections, the School agrees to repay the principal amount of the loan with interest as determined by the following formula: the prime rate as reported by the Wall Street Journal’s bank survey at the time the loan is made plus 1.00% (e.g., if the prime rate is 3.25%, the annual loan interest rate would be 4.25%). Nothing in this section precludes the School from securing a loan from another source.

g. **Budgets.** No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Connections will present to the Finance Committee or its designee a proposed balanced budget (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year developed under the direction of the Board of Trustees or its designee. The Budget shall be in reasonable detail and shall be based on the applicable Fee Schedule.

12. **Additional/Optional Services:** For an additional fee as set forth in the Fee Schedule, the School may contract with Connections to provide the following additional services:

a. **Facility and Capital Equipment/Furnishings Procurement, Management and Maintenance.** Procure, manage and maintain for the School administrative office space to be located in Governor’s Plaza North, 2101 Front Street, Harrisburg, Pennsylvania 17110-1086 adequate to meet the needs of the School, including all equipment and furniture required to make such office space functional for its intended purpose, as well as all utilities required to fully meet such functional requirements.

   i. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Board of Trustees. Connections agrees that it will have no beneficial financial interest in any approved lease.

   ii. Furniture and equipment are provided at an annual rental fee of one-fifth (1/5th) of Connections’ purchased price and may be purchased from Connections at any time at a cost equal to its depreciated cost basis (assuming a five year life). Connections
may offer an additional incentive, in its sole discretion, to the School to facilitate the purchase of the furniture and equipment by the School.

iii. Rent on the facility and utilities are a pass-through cost from Connections to the School, with no mark-up.

iv. Manage the procurement and installation of telephone service, data lines, including Internet access, and such other similar technology services used by personnel who are engaged in providing the Education Program under this Agreement.

b. **Office Products and Supplies.** Procure for the School all requested office products and supplies needed for the operation of the administrative offices.

c. **Student Technology Support Stipend Administration.** Act as the School’s agent in administering the School’s student technology support stipend program established by the Board of Trustees. Payment of the stipend to eligible households would be facilitated by Connections which will be issued to the parent or guardian (and in certain circumstances, the Student) according to the schedule outlined in the school handbook, which shall be consistent with the rate used in the development of the Budget, provided payment of the stipend is provided for in the Fee Schedule. In no event will Connections advance the School funds to support the School’s stipend program.

13. **Other Services:** To the extent there are products and services not included in the Education Program and the School elects to contract with a third party other than Connections for such products or services, it shall be the School’s responsibility to ensure that such products or services are provided consistent with the Budget and in accordance with any requirements of Charter School Law or other applicable law and any requirements in the Charter.

14. **Trademarks:**

a. Connections and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. Connections trademarks can be found at: [http://www.connectionsacademy.com/Libraries/PDFs/CACommonLawTrademarks.pdf](http://www.connectionsacademy.com/Libraries/PDFs/CACommonLawTrademarks.pdf) (collectively, the “Licensed Marks”). Connections grants to the School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Connections. The School agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by Connections, the most up-to-date version of which can be found at: [http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx](http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx). Connections retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Connections.

b. The School is the owner of the School name, Reach Cyber Charter School, as well as any design marks and logos the School develops in connection with the promotion of the School (“School Trademarks”). Connections and its Affiliates shall only use the School Trademarks in connection with its responsibilities set forth in this Agreement or as
otherwise permitted by this Agreement and as otherwise expressly permitted by the School.

c. Upon termination of this Agreement, the School’s license to use the Licensed Marks and Connections right to use the School Trademarks shall immediately terminate, except as expressly permitted in this Agreement or by applicable law. The School agrees that within thirty (30) calendar days from the date of termination, all references to “Connections Academy”, and any other Licensed Marks shall be removed from the School’s signage, stationary, website, marketing materials and any other material or location it appears.

15. **Intellectual Property:**

a. **Limitations on Use.** Connexus® and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Connections Education LLC trademarks and copyrighted works, are the intellectual property of Connections’ parent company, Connections Education LLC. The School’s right to use and benefit from said intellectual property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination of expiration of this Agreement.

b. **No Sale.** Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Connections or Connections Education LLC to the School, School Staff, Students, Caretakers, or Learning Coaches.

c. **No Use of School Funds to Develop or Procure.** No School funds shall be used by Connections or Connections Education LLC to develop or procure Courses or Content or Instructional Materials or improvements to Connexus®, provided, however, any School funds paid to Connections for provision of the Education Program hereunder, once paid, shall not be deemed to be School funds.

d. **Derivative Works.** Any works created by the School Staff and derived from Connections Education LLC’s Intellectual Property shall be deemed the property of Connections Education LLC, and the School agrees to extend all reasonable and appropriate measures to assist Connections Education LLC in securing and perfecting its ownership interest in such derivative works.

e. **Derivative Works License.** The School hereby grants to Connections and Connections Education LLC, and will require its School Staff to do the same, a worldwide freely transferable, royalty free, perpetual license, in any content contained in any Derivative Works that are determined to remain the property of the School and/or a member of its School Staff. Similarly, to the extent that any School Staff created educational content is hosted on Connexus® or in a Connections Education LLC proprietary LiveLesson® session, the School on behalf of itself and such School Staff hereby grants to Connections Education LLC a worldwide, freely transferable, royalty free, perpetual license to use such School Staff created educational content for its own commercial purposes.

f. **Aggregated Data.** Student specific data, including corresponding Caretaker data, is the property of the School, Student and/or the Caretaker (“Student Information”), unless and to the extent that Connections obtains such Student Information from a source other than the School, including directly from Student (if emancipated minor or over the age of minority) or such Student's Caretaker. Connections will not use any such School owned Student
Information for any non-school related purpose without obtaining the written permission of such Student or Student's Caretaker (as the case may be). Connections may freely aggregate School owned Student Information so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student's Caretaker. All such aggregated data shall be the property of Connections. Connections may freely use all such aggregated data and identify its source as being the Reach Cyber Charter School. In addition, Connections shall, from time to time, provide to the School reports in an electronic format requested by the School to the extent Connections' systems and capabilities permit. Upon receipt of such request from the School, Connections will work with the School to formulate queries, formats and designs that will generate Student Information in a manner most useful to the School, based on the School's objectives and Connections' existing capabilities.

g. School’s Intellectual Property. The School is also the owner of any policies and procedures and any other intellectual property created and developed by the School in connection with administering the Education Program, provided that such intellectual property does not constitute Derivative Works of the intellectual property owned by Connections. Connections’ right to use and benefit from said intellectual property is limited to obligations set forth in this Agreement and shall terminate automatically with the termination or expiration of this Agreement.

16. Confidentiality:

a. Confidential Information. The receiving party shall use the Confidential Information of the disclosing party only in connection with the furtherance of the business relationship between the parties, and the receiving party shall make no further use, in whole or in part, of any such Confidential Information. The receiving party agrees not to disclose, deliver or provide access to all or any portion of the disclosing party’s Confidential Information to a third party, or to permit a third party to inspect, copy, or duplicate the same. The receiving party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information, in connection with the performance of the Agreement, and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving party will treat the Confidential Information with the same degree of care and confidentiality that the receiving party provides for similar information belonging to the receiving party that the receiving party does not wish disclosed to the public, but not less than holding it in strict confidence.

b. Student Records. Connections and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of “education records”, as that term is defined by FERPA (also referred to herein as “Student Records”). The parties acknowledge that the School at all times retains ownership of Student Records and that each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Connections and the School each designate the Lead School Administrator, Charter School Staff, Board of Trustees members, third party service providers (including Connections) and volunteers who are providing educational and/or administrative services to the Students as agents of the School as individuals having a legitimate educational interest and thus entitled to access education records under FERPA.
Connections and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.

c. Exceptions. The foregoing shall not prevent the receiving party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving party shall promptly notify the disclosing party of any such request for disclosure in order to allow the disclosing party full opportunity to seek the appropriate protective orders; and (ii) the receiving party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this section 16.c. is not intended to permit the disclosure of education records referenced in 16.b., unless permitted by applicable law.

d. Return of Confidential Information. The receiving party agrees that it will, within ten (10) days after written request by the disclosing party, return to the disclosing party, or at the option of the disclosing party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing party, including copies, reproductions, electronic files or any other materials containing Confidential Information.

e. Remedy for Breach. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

17. Protection of Goodwill and Academic Integrity of the Program: The Parties recognize that Connections has invested substantial money and resources in developing a nationally recognized virtual education program under the "Connections Academy" brand and that it has an inherent interest in protecting the goodwill generated in connection therewith, as well as the academic integrity of the Education Program. The Parties also recognize that the School has a vested interest in Connections protecting such goodwill, as well as the academic integrity of the Education Program in connection with its mission to advance the education interests of its Students. Accordingly, as part of its responsibilities, Connections is hereby authorized to perform ongoing and periodic reviews of School records documenting the manner in which the Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers and to report to the Board of Trustees, Administrative Staff and/or Teachers any deviations from established Connections policies, procedures and protocols, federal or state legal requirements, or established best practices, or other deficiencies Connections takes note of in connection with such ongoing or periodic review.

18. Term: This Agreement will commence on __________, 2016, and shall expire on a date coterminal with the expiration of the Charter (the "Term").

19. Termination:

a. Grounds For Early Termination. Unless otherwise renewed or earlier terminated, this Agreement shall terminate immediately upon the expiration of the Term. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Notices of termination must be made in writing and delivered to the addresses set forth below no later than
January 15 of the current Academic Year and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

i. By both parties if they agree in writing to the termination;

ii. By the School, for any reason, including if the Board of Trustees determines at the end of an Academic Year that the Education Program set forth in this Agreement does not meet the requirements for a cyber charter school, as defined by applicable laws and regulations, provided, however, that notice of termination shall be given in writing no later than November 1 of the Academic Year in which such termination shall be effective, and termination shall not occur prior to the close of the Academic Year in which notice is given. Notice of termination under this section 19.a.ii. shall include a detailed explanation of the reason(s) for termination and shall be subject to the resolution process referenced in section 25.

iii. Termination by either party, immediately, if one party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect such cure and the breach at issue does not objectively lend itself to cure within such 30 day period, then such additional time as necessary to complete said cure, but in no event longer than 60 days following written notification of such breach;

iv. Termination by Connections, if the payments to which Connections is entitled under section 10 of this Agreement are materially reduced as a result of a change in funding provided to the School or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Connections is unwilling or unable to make the required changes;

v. Termination by Connections, if there are unresolvable differences between the Parties relating to what Connections, in its sole discretion, considers to be conduct that reflects materially and unfavorably upon Connections’ reputation with respect to the manner in which School carries out its responsibilities under the terms of this Agreement and Connections provides the School with thirty (30) days written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to Connections satisfaction the circumstances giving rise to such unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;

vi. Termination by either party, immediately, if the Charter is terminated or if the School is no longer authorized by the Authorizer as required by applicable state law and regulation;

vii. Termination by the School, if the Board of Trustees determines after a Performance Review, in the School’s sole reasonable discretion, that Connections has failed to satisfactorily address any shortcomings identified in the Performance Review through the implementation of the performance improvement plan referenced in section 9 above, to the extent such performance improvement plan is in connection with improving Connections’ performance. Termination under this subsection may
not occur prior to the close of year four (4) of the Term in order to provide Connections the opportunity to implement the performance improvement plan. Notice of said termination must be made on or before January 1 and shall not take effect until the close of the Academic Year in which said notice is given, unless the parties agree otherwise in writing:

viii. Termination by either party in the event that the parties fail to agree on a Budget in accordance with Section 11.g.

b. Obligations on Termination. In the event this Agreement is terminated by either party for any reason:

i. Connections shall assist and cooperate with the School in the transition of the Educational Products and Services from Connections to the School or another service provider, so as to minimize the disruption to the Students;

ii. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

iii. All access to Connexus® and other educational products and services contracted for herein shall be discontinued;

iv. Connections shall provide to the School copies of all Student Records not otherwise in the School’s possession at no additional cost;

v. School shall pay Connections all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

20. Indemnification:

a. Indemnification Obligations. Each party shall defend, indemnify, save and hold harmless the other party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together “Indemnified Party”) against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney's fees) made, brought, incurred, or alleged by any third party (“Claim”) to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of this Agreement.

b. Indemnification Procedure. The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims; (b) allow the Indemnifying Party to control the defense; and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party
does not promptly assume the Indemnified Party’s defense against any third party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party’s expense.

21. **Limitation of Liabilities**: In no event will either party, or such party’s Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other party or such party’s Affiliates, directors, officers, employees, or agents.

22. **Sales Tax**: The School shall provide Connections with support that it is tax exempt. To the extent that the School is not tax exempt, the School shall be responsible for federal, state, or local taxes assessed, if any, based on the Education Program provided by Connections hereunder. If any sales and use taxes are assessed on purchases made from Connections, Connections will provide a credit to the School equal to the amount of the sales or use taxes paid by the School.

23. **Notices**: All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to Connections:

Connections Academy of Pennsylvania,
LLC
c/o Connections Education LLC
1001 Fleet Street, 5th Floor
Baltimore, MD 21202
Attn: Steven Guttentag, President

With a copy to:

Connections Education LLC
1001 Fleet Street, 5th Floor
Baltimore, MD 21202
Attn: General Counsel

If to the School:

Reach Cyber Charter School
Governor’s Plaza North
2101 Front Street
Harrisburg PA 17110-1086

With a copy to:

Patricia A. Hennessy, Esquire
Conrad O’Brien
1500 Market Street, Suite 3900
Philadelphia, PA 19102
24. **Governing Law:** This Agreement shall be governed and controlled by the laws of the Commonwealth of Pennsylvania. Any legal actions prosecuted or instituted by any party under this Agreement shall be brought in a court of competent jurisdiction located in the Commonwealth of Pennsylvania, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.

25. **Resolution of Disputes:** Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this subsection 25.

   a. **Negotiation.** The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the VP of Schools, for Connections, and the Board Chairperson, for the School or his/her designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Connections and the School as the Parties mutually deem appropriate.

   b. **Mediation.** In the event the parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit the matter to Board Counsel of record, or other such third party agreed upon by the Parties, who will establish the processes and procedures by which such unresolved disputes will be mediated.

   c. **Confidentiality.** The Parties agree to treat all discussions and sharing of documents related to this subsection 25.c. as confidential and not subject to disclosure to any third party to the extent permissible by law, except as consented to by the disclosing Party. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other party ten (10) calendar days' notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.

26. **Miscellaneous:**

   a. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

   b. **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Connections or its managing member, notice of which shall be provided by Connections to the Board of Trustees, shall not be deemed a violation of this Agreement.

   c. **Complete Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the parties with respect to the matter contained herein and supersedes
all prior and contemporaneous agreements, warranties and understandings of the parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

d. Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a party or that delays or renders impossible or impracticable performance as to the obligations of such party, the party’s obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

e. No Third party Rights. This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

f. Professional Fees and Expenses. Each party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

g. 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance of a determination from the IRS that the School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).

h. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.

i. Compliance with Laws, Policies, Procedures, and Rules. Each party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the School’s policies whether or not specifically listed in this Agreement.

j. Interpretation of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm’s length and between parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.

k. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

l. Attendance at Meetings. The parties agree that during the Term Connections is hereby invited (through a Connections designated individual or individuals) to attend all Board of Trustees closed session meetings except where such attendance (i) is prohibited by
applicable law; (ii) will result in a waiver of the attorney/client privilege; (iii) will result in Connections being present during discussions concerning negotiations regarding the renewal or termination of this Agreement, or (iv) will result in Connections being present during discussions regarding such other matter with respect to which Connections has a conflict of interest.

m. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each party’s acceptance will be deemed binding on the parties. Each party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

n. Survival. The rights and responsibilities of sections 11.c.; 14; 15; 16; 19; 20; 21; 22; 23; 25, 26. E., i., n., and o., shall survive the termination of this Agreement.

o. Status and Relationship of the Parties. Connections is a limited liability company organized under the laws of Pennsylvania, and is not a division or a part of the School. The School is a Pennsylvania public charter school authorized by the Charter School Law and is not a division or part of Connections. The parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of Connections shall be deemed to be an agent or employee of the School. Connections shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Connections and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Connections and the School.

Agreed to by:

REACH CYBER CHARTER SCHOOL
By: _______________________________
Title: _______________________________

CONNECTIONS ACADEMY OF PENNSYLVANIA, LLC
By: _______________________________
Title: _______________________________
INDEX OF DEFINED TERMS

“Academic Year” shall mean the school year as defined by the School Calendar under which the School operates.

“Administrative Staff” means any and all individuals employed by or otherwise providing services for or on behalf of the education program operated by the School.

“Affiliates” means any entity controlling, controlled by or under common control with another entity. With respect to Connections, Affiliate shall also include Pearson PLC and its Affiliates. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

“Authorizer” shall mean the agency or other governmental entity authorized by law in the state in which the School is contracting with Connections under the terms of the Agreement to provide the Education Program.

“Authorized Users” shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, Learning Coaches, and School Board members who are authorized to access Connexus®, the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

“Board of Trustees” shall mean the governing board of the School.

“Budget” shall mean the operating budget for the School, as approved by the Board of Trustees as more specifically discussed in Section 11.g.

“Caretaker” shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student’s Caretaker.

“Charter” shall mean the authorization to operate a charter school granted by the Authorizer.

“Charter School Law” shall mean the applicable laws and regulations governing charter schools as codified in statutes and code of regulations of Pennsylvania.

“Confidential Information” shall mean proprietary business, technical and financial information of each of the parties, including for example and without limitation, each party’s respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement, (h) login and password information for Connexus®; (i) technical information such as development methods, computer software, research, inventions, the design and operation of Connexus®; and (j) other similar non-public information that is furnished.
disclosed or transmitted to the receiving party or to which the receiving party is otherwise
given access by the disclosing party, orally, in written form, in any type of storage medium,
or otherwise. Confidential Information, in whatever form provided, shall remain the
exclusive property of the disclosing party at all times, and the parties hereby acknowledge
and agree that all such Confidential Information of a party are its trade secrets. Except as
specifically provided for herein, nothing contained in this Agreement shall be construed as
granting or conferring any rights in any Confidential Information disclosed to the receiving
party, by license or otherwise.

“Connexus®” means the website or Education Management System (also sometimes
referred to as Learning Management System, EMS or LMS) with the URL
http://www.Connexus®.com, or such other URL as Connections or its Affiliates may
designate from time to time, through which Authorized Users access Connections Content
via a secure, password protected website. The features and functions of Connexus® may
be modified and/or updated from time to time by Connections. Access to Connexus® is
governed by the Terms of Use located at https://www.Connexus®.com/public/termsOfUse.html and defined below.

“Content” means the components of a Course and/or SDR (as each is defined below) licensed, designed, developed, owned or provided by Connections and its third party
content partners and delivered in an online format through Connexus® (as defined above)
or in an offline format (textbooks and other materials) to teach students in various subjects
in grades K–12 and/or to deliver resources in connection with the Services (defined
below). Content may include the courseware, data, documentation, text, audio, video,
graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet®
tutorials and LiveLesson® sessions. Connections reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided
that the School will receive reasonable notification concerning any substitution or
withdrawal that is substantial.

“Course(s)” shall be comprised of a set of lessons and assessments, including Instructional
Materials, that shall meet the educational content or other standards established by the
Commonwealth of Pennsylvania in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

“Curriculum” means a program of instruction provided by Connections, which includes
Content and Instructional Materials accessed primarily through Connexus®, that, together
with Teacher provider additions and/or modifications, shall meet the educational content or
other standards established by the Commonwealth of Pennsylvania in order to be
recognized for high school credit in grades 9-12 or for meeting educational requirements in
grades K-8.

“Curriculum Guide” means the publication which sets forth the list of Courses offered by
Connections during a particular Academic Year and may sometimes be referred to in this
Agreement as a “Program Guide”.

“Derivative Works” include any translation, editorial revision, annotation, elaboration, or
other modification, correction, addition, enhancement, extension, condensation, upgrade,
improvement, compilation, abridgement or other form in which the Content or
Instructional Materials or other Licensed Collateral may be recast, transformed or adapted,
including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content or Instructional Materials.

“Destroyed” means at minimum removing personally identifiable information from the Student Record stored on Connections’ production systems.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

"Instructional Aide(s)" means any and all individuals who are involved in supporting, facilitating or assisting in the provision of instruction, assessment and/or other Services to Students.

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include marketing data and materials and other related collateral developed by Connections, regardless of whether such data, materials and collateral are developed specifically for the School.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, which shall be subject to the review and approval annually by the Board of Trustees. Learning Coaches are not employees or contractors of either the School or Connections; shall not receive any compensation for their services from either Connections or the Board of Trustees; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of “Instructional Aides”.

“Licensed Collateral” shall mean Connexus® and all technology, programs, services, and materials hosted thereon to which Customer is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works to which Customer is granted a right of use (whether in digital, print or both and including third party content contained therein or linked to therefrom), and all Connections Education LLC trademarks.

“Marketplace” shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

“Public Information Campaigns” or “PIC” shall mean such activities as marketing and outreach efforts by offline medial advertising, online advertising, direct mail, telephone calls, traditional public relations, and other advertising efforts, as well as online and in person information sessions, managing social media messaging, etc.

“Performance Review” shall have that meaning ascribed to it in Section 9 of the Agreement.
“Privacy Policy” means that certain statement of Connections’ practices for handling personally identifiable and non-personally identifiable information gathered by Connections through Connexus® or any web site maintained by Connections from time to time.

“Program Guide” shall have that meaning ascribed to “Curriculum Guide,” defined above.

“School Calendar” shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. Connections will provide Educational Products and Services on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under the Commonwealth of Pennsylvania. The School Calendar for each Academic Year is subject to the prior approval of the Board of Trustees, taking into account all reasonable comments and suggestion by Connections, and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

“SDR” means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through Connexus® or otherwise.

“Services” means any service provided by Connections to Students, including therapeutic or educational services, under the terms of the Agreement between the School and Connections.

“Special Education Director” is that person employed to oversee the Special Education Services per Section 4.c.v. It is the Special Education Director’s responsibility to keep informed of (and to inform Connections of) any state legislative or regulatory enactments that impact the provision of Special Education Services, as well as to supervise the special education Teachers and implement a Connections approved model for special education instruction.

“Special Education Protocols” shall mean the policies, procedures and protocols developed by Connections that, if adopted by the Board of Trustees, will govern the provision of Special Education Services and shall, at minimum comply with applicable state and federal law requirements.

“Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.

“Special Needs Students” shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”) or Section 504 of the Federal Rehabilitation Act of 1973.

"Student" means any person actively enrolled in the School.
“Student Records” shall mean those “educational records,” as defined in subsection (a)(4)(A) of FERPA (as defined above), which the School or Connections is required to retain in accordance with state law.

“Teacher” means any and all educators (including Connections Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of this Agreement and the Charter.

“Term” shall have that meaning set forth in Section 18.

“Terms of Use” means certain rules governing how Authorized Users may and may not use Connexus® and any Content and Instructional Materials accessible through Connexus®. The most current version is located at https://www.Connexus®.com/public/termsofuse.html

“Website” means the Connections website with the URL http://www.connectionsacademy.com/home.aspx and any subpages connected thereto.
## Fee Schedule

### Upfront Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum and Instructional Support Services</td>
<td>$425</td>
<td>Charged per student at time student becomes eligible for billing to districts/state</td>
</tr>
<tr>
<td>Enrollment/Placement/Student Support Services</td>
<td>$525</td>
<td>Charged per student at time student becomes eligible for billing to districts/state</td>
</tr>
<tr>
<td>Student Technology Assistance Services</td>
<td>$400</td>
<td>Charged per student at time student becomes eligible for billing to districts/state</td>
</tr>
</tbody>
</table>

### Monthly Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum and Instructional Support Services</td>
<td>$130</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Student Connexus License</td>
<td>$70</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Student Technology Assistance Services</td>
<td>$63</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Enrollment/Placement/Student Support Services $</td>
<td>$30 $</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>School Operations Support Services</td>
<td>$65</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>School Business Support Services $1 $</td>
<td>$16 $</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Special Ed Program Support Services</td>
<td>$190</td>
<td>Charged per each student on an IEP at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Professional Development Services</td>
<td>$125</td>
<td>Charged monthly for each employee employed at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>School Staff Support Services</td>
<td>$435</td>
<td>Charged monthly for each employee employed at the end of the month - maximum of 9 months for a full school year</td>
</tr>
</tbody>
</table>

1 The Monthly Fees for “Enrollment/Placement/Students Support Services” and “School Business Support Services” are waived in their entirety for the first year of operation.

### Fixed Fee Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Support Services</td>
<td>$25,000</td>
<td>Charged per Location</td>
</tr>
</tbody>
</table>

**END OF FEE SCHEDULE**

If the Board of Trustees requests Connections to act as a pay agent for other products or services, Connections will be reimbursed at cost (i.e., with no markup or profit added).

Examples would include:

- Office Supplies and Postage
- Copiers/Reproduction
- Student Technology Support Stipend Payment Reimbursement
- Student Testing and Assessment
- Staff Recruiting
- Staff Training/Professional Development
- Travel and Conferences
- Maintenance and Repair
- High Speed Internet, Phone, Facility Operating Expense
- Office Rent
- Other School Operating Expenses Shown in the Budget

Note: Items under Student Technology Assistance Services and Curriculum and Instructional Support Services are provided to the school and its students for use during the school year. They remain the property of Connections Academy of Pennsylvania and/or its vendors.
APPENDIX N
STATEMENT OF AGREEMENT WITH CONNECTIONS

- Letter from Legal Counsel
- Statement of Agreement with Connections
- Connections Fee Schedule
February 18, 2016

Pennsylvania Department of Education
Charter School Office
333 Market Street
Harrisburg, PA 17126

Re: Reach Cyber Charter School

To Whom It May Concern:

As you are aware, this firm represents Reach Cyber Charter School, formerly known as Advance Cyber Charter School, ("Reach") which has submitted, through its Founding Board, an application to open a cyber charter school for the 2016-17 school year. That initial application was denied by the Pennsylvania Department of Education ("PDE") on January 21, 2016. The applicant is filing a revised and resubmitted application in accordance with the Pennsylvania Cyber Charter School law, 17-1745-A(g).

Attached as an Exhibit to the Revised Cyber Charter Application is a Revised Statement of Agreement ("Revised Agreement") between Reach and Connections Education LLC, through its subsidiary, Connections Academy of Pennsylvania, LLC (collectively "Connections")

I have reviewed this Revised Agreement as requested by the Founding Board. After discussions with Connections regarding the Revised Agreement, I have been authorized to advise the Department of the following:

1. The Revised Statement of Agreement represents a full and final agreement between Reach Cyber Charter School and Connections. The original agreement was accepted by the Founding Board by Resolution at a Board meeting held on September 18, 2015. The Board gave counsel the authority to revise the Agreement at a Board meeting on January 26, 2016. As evidence of the finality of the Revised Agreement between the parties, please note the counter-signature below of Connections.

2. The final Revised Agreement attached as an exhibit to the revised and resubmitted application will be executed by both parties upon the award of a charter to operate a cyber charter school in the Commonwealth of Pennsylvania. Without a charter, Reach would unnecessarily be binding itself to the agreement.
3. The final Revised Agreement is unsigned subject to any additional feedback from the authorizer and the parties have agreed to further negotiated language based on that feedback. This is particularly true given that the PDE, in its denial, offered issues with the original agreement; thus, Reach continues to be willing to engage PDE in dialogue on the substance of the Agreement.

4. No additional negotiations on this Revised Agreement are contemplated unless specific revisions are requested by the authorizer or if any aspect of the delegation of responsibility is determined to violate federal or state law. As evidenced by the final Revised Agreement, the parties agreed to negotiate in good faith an amendment to this Agreement to cure any violation.

5. The original agreement evidenced and the Revised Agreement reinforces that the ultimate control of the cyber charter schools lies with the Board of Trustees as the Board is responsible for the day-to-day operations of the cyber charter school. The Board retains the right to terminate the agreement and the Board will conduct reviews of the Connections’ performance which reviews can include progress on academic achievement or substantial breach of any material terms and conditions of the Agreement.

6. Any delegation of responsibility that allows Connections (and Reach Cyber Charter School) employees to take any actions on behalf of the Board are subject to mediation or voiding by the Board. Any delegation of responsibility to Connections for day-to-day operations may be rescinded in whole or in part by Board of Trustees.

7. The Revised Agreement clarifies that as part of the Operations Services, Connections will assist the Board in conducting the recruitment search process and presenting the final job candidates for approval to the Board of Trustees to fill the roles of the Lead School Administrator, Special Education Director, Teachers and Administrative Staff – rather than recommending the final candidates to the Board to ensure Board independence from Connections over the employment of the necessary lead administrators with which the Board will rely to conduct the day-to-day management of the school. The Revised Agreement makes clear that the Board itself is responsible for the hiring of the Lead School Administrator. The Revised Agreement emphasizes that the Board is the employer of all of the School Staff and responsible for staff oversight. The Board will determine compensation but will consult with Connections to assess budgetary impact of staffing decisions.

8. Additionally, Connections, under the Revised Agreement, will now recommend (as opposed to providing outright) to the Board for consideration and approval any Connections-developed “policies and protocols for the implementation of the Education Program that in Connections’ experience enables the School to obtain accreditation by AdvancED or Middle States Association of Colleges & Schools and/or NCAA Eligibility Center.” Likewise, Connections will recommend certain Special Education Protocols that may assist in the manner in which the School will provide Special Education Services but the final responsibility on the selection with remain with the School. The Lead School Administrator is responsible for the implementation of the policies and procedures.
approved by the Board, which may or may not including Connections-recommended policies. The Board and the Lead Administrator are not obligated to adopt such Connections-recommended policies and procedures.

9. The Revised Agreement now clarifies that Connections' implementation of a performance based compensation program for all School Staff will be one that is implemented after a plan approved by the Board of Trustees. Such support by Connections is clarified to mean the suggestion to include proposed policies and processes, consultation with subject matter experts, sharing to best practices, technology (e.g., online recruitment tools), compliance monitoring, training, etc.

10. The Revised Agreement modifies the rescission procedure of the Delegation of Responsibility to clarify that the Board of Trustees has the ultimate authority over the procedure – including the ability to terminate the Delegation immediately and the rescission of the delegation does not trigger a termination of the entire agreement by Connections. The Board retains the right to discuss its proposed decision to void or modify the Delegation of Authority with Connections prior to the adoption of such a resolution.

11. The Revised Agreement clarifies that it is the Board and the School that will implement the necessary policies and procedures and implement the delivery of the educational program chosen by the Board to the students of Reach – including the delivery of Special Education Services, which may, to the extent the Board of Trustees and School determine to do so, be comprised of or include the Connections Policies and Protocols and/or the Special Education Protocols. To the extent the School does not adopt the Policies and Procedures recommended by Connections, the Board and the School are responsible for any impact such decision may have on the School’s ability to obtain accreditation from AdvancED, Middle States Association of Colleges & Schools and/or NCAA Eligibility Center.

12. For Special Education Services, the Board of Trustees is responsible for the selection and the adoption of special education policies and procedures for the provision of Special Education Services, which may be comprised of or include (in whole or in part) any Connections recommended Special Education Protocols. The Revised Agreement allows for the Board to consult with Connections with respect to the provision of special education services but the Board now retains the right to consult with its solicitor regarding any Special Education Services.

13. Under the Revised Agreement, Connections may request that the Board replace the Special Education Director if in the course of its consultation it determines that the Special Education Director is violating state and federal law in the delivery of special education services, but the Lead Administrator – and ultimately the Board is not obligated to replace the Director. The parties have agreed that in the event that such concerns are raised, the School will develop a Special Education Remediation Plan that addresses all areas of concern identified by Connections. The Special Education Director is responsible to implement the Special Education Remediation Plan under the oversight and responsibility of the Lead Administrator and the Board of Trustees, including certain implications arising from the implementation or non-implementation of the Special Education Remediation Plan.
14. In the Revised Agreement, Connections will not provide deficit protection should the School experience a deficit as the Board is responsible for the budget and finances of the School, although Connections will assist in the preparation of a proposed budget under the direction of the Board.

15. In response to PDE’s concerns, the Revised Agreement demonstrates that the School is also the owner of any policies and procedures and any other intellectual property created and developed by the School, provided that such intellectual property does not constitute Derivative Works of the intellectual property owned by Connections. Connections is limited to use the School’s intellectual property only with the scope of the Revised Agreement and such right terminates if the Agreement terminates or expires.

16. The Revised Agreement allows for termination of the Agreement to include the first year of operation and emphasizes that the Board may terminate based on its determination that the Education Program does not meet the requirements for a cyber charter school in Pennsylvania.

Thank you for your consideration of the revised and resubmitted cyber charter school application of Reach Cyber Charter School.

Very truly yours,

Patricia A. Hennessy
Attorney for Reach Cyber Charter School

For Connections Education LLC, through its subsidiary, Connections Academy of Pennsylvania, LLC (collectively “Connections”)

By:

Steven Guttenberg, President
Connections Education LLC

PAH:bmh
1. **Reach Cyber Charter School** (“School”) and Connections Academy of Pennsylvania, LLC (“Connections”), a subsidiary of Connections Education LLC, are hereby entering into this Statement of Agreement (“Agreement”) whereby School by and through its Board of Trustees (sometimes referred to as “Board”), is contracting with Connections to receive access to certain virtual education products through Connexus®, Connections’ Education Management System (“EMS”), along with associated support services, as more fully set forth herein (collectively “the Education Program”). The Education Program will be available on a schedule that will provide Students with the flexibility to take courses and access the Curriculum on a traditional, accelerated or year-round schedule as determined by the Board of Trustees and as reflected in the School Calendar for the Academic Year in question.

2. **Defined Terms:** Capitalized terms within the Agreement, not otherwise defined herein, have the meanings ascribed to them in the Index of Defined Terms, attached hereto and incorporated herein by reference.

3. **Connections Responsibilities:**
   a. **Education Program.** Provide the Curriculum which, when supplemented with Teacher provided additions and modifications, meets the State Standards, as adopted by the Pennsylvania State Board of Education. The Curriculum shall include, at a minimum, the following:
      i. Connections standard Course offering, including core and elective subjects, augmented by a mix of supporting online and offline instruction and intervention resources.
      ii. Access to clubs, activities, and special events described in the Program Guide.
      iii. To the extent permitted by Pennsylvania law, optional access to certain courses taught through the International Connections Academy (“iNaCA”).
   iv. For high school Curriculum only:
      a. Advanced Placement Courses.
      b. Test preparatory materials that may include SAT and ACT preparatory resources.
v. In accordance with the license terms set forth in Section 6 below, a license to use all required curricular and instructional materials that are part of Connections’ standard offering, including textbooks, ancillary materials such as workbooks, kits, texts and other instructional resources (collectively “Instructional Materials”). Instructional Materials will be provided in compliance with Students’ individualized education plan (“IEP”) or 504 Plan.

vi. Access to online lesson content, instructional materials, including Teachlet® tutorials, Longitudinal Evaluation of Academic Progress (“LEAP”) and other intangible educational resources included in Courses.

vii. Facilitate the development of the School’s STEM program and provide ongoing support to the School’s STEM coordinator whose responsibility will be to identify and make available to Students with a STEM interest both credit earning and extracurricular activities, such as internships, competitions, clubs and other activities designed to promote and/or advance a Student’s interest in STEM fields of study.

b. Connexus® Access.

i. In accordance with the license terms set forth in Section 6 below, a license for the duration of the Term to access and use Connections’ proprietary technology platform, known as Connexus®, for purposes of utilizing the Education Program set forth in Section 3 of this Agreement, including providing web-based access from non-school sites to the Education Program to Students, Caretakers of Students, Learning Coaches, Teachers and Administrative Staff;

ii. Access to other technologies, including those offered through Connexus®, including the Connexus® student information system, lesson scheduling tools, accountability tools, messaging, video and audio streaming, and message board forum; and the ability to track Student progress.

c. Operations Services. Under the direct oversight of the Board of Trustees, and subject to the Delegation of Responsibility set forth in Section 4.b.ii. below, provide services critical to the operation and integrity of the Education Program of the School (“Operations Services”), including, conducting the recruitment search process and presenting the final job candidates to the Board of Trustees to fill the roles of the Lead School Administrator, Special Education Director, Teachers and Administrative Staff (collectively “School Staff”), as well as preparation of all reports to the Caretakers, and/or other third parties required by law and/or the Charter. Selected candidates for all School Staff positions will be presented to the Board of Trustees for a final hiring determination. Using a Board of Trustees approved staff evaluation system, Connections will support the Lead School Administrator with an annual evaluation of School Staff within recommended evaluation guidelines. Operations Services shall be provided in accordance with the Charter, federal and state law, and the authority conferred to Connections by the Board of Trustees. To the extent any School operational practice, including any aspect of the delegation of authority from the Board of Trustees to Connections in section 4.b.ii. below, is determined to violate the Charter, federal or state law, the parties agree to negotiate in good faith an amendment to this Agreement to cure such determined violation.

i. Recommend to the Board, Connections developed policies and protocols for the implementation of the Education Program that in Connections’ experience enables the School to obtain accreditation by AdvancED or Middle States Association of Colleges & Schools and/or NCAA Eligibility Center (“Connections Policies and Protocols”).

ii. Recommend Special Education Protocols that describe the manner in which the School will provide Special Education Services.

e. Complaints. Together with the Lead School Administrator, promptly investigate any concerns or complaints raised by the Board of Trustees involving the performance of any member of the Administrative Staff, Teachers, Special Education Director or other personnel providing support services to the School, regardless of whether: (i) employed by Connections; (ii) employed by the School; or (iii) retained as an independent contractor.

f. Counseling and Related Services. Provide support to guidance counselors and advisory teachers in their provision of academic counseling and other related services to Students, including assisting in the development of protocols and providing consultative support in connection therewith.

g. Services to Special Need Students. Provide consultative support to the Special Education Director in support of the Special Education Services provided by the School, as well as periodic compliance assessments to the Board of Trustees of the School’s delivery of Special Education Services.

h. Enrollment and Academic Placement Processing. Implement and conduct the enrollment process on behalf of the School, in accordance with placement and withdrawal policies and procedures adopted by the School, and in compliance with local, state and federal law. The School hereby appoints Connections as the School’s agent throughout the enrollment process for purposes of obtaining and delivering information from and to Students and Caretakers relevant to the enrollment and placement process. Only full-time Students are eligible to enroll in the School unless otherwise allowed by Pennsylvania law and agreed to by the parties in writing. The School has no responsibility to pay Connections for any Students the School enrolls who are not eligible. Further, Connections will be responsible for reimbursing any funds that it has received in the form of payment for services from the School, to the extent funding is disallowed as a result of a Student’s withdrawal.

i. Repository of School Records. The Board of Trustees hereby appoints Connections, its repository of electronic Student Records, and other School records. Connections shall store and maintain such electronic Student Records, and other School records in accordance with state, local and federal requirements, and consistent with commercially reasonable technical and organizational measures intended to protect against: (i) accidental or unauthorized destruction; (ii) accidental or intentional loss or alteration; or (iii) unauthorized disclosure or access. In the event the Agreement terminates, Connections shall be obligated to maintain said repository for a period of 7 years following such termination for no additional fee.
j. **Student Records Support.** In furtherance of its enrollment and placement related obligations set forth in section 3.h. above and in connection with its repository obligations set forth in 3.i. above:

i. Connections shall receive from Caretakers all Student Records on the School’s behalf that are submitted electronically through its secure, password-protected system (“Server”).

ii. Connections shall maintain the confidentiality of all Students’ records in compliance with applicable state and federal laws, and pursuant to the confidentiality provisions set out in Section 16 of this Agreement. Connections shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law.

iii. All Student Record information shall remain the property of the School and, to the extent not immediately available through the School’s on-demand access, shall be provided to the School via a secure means within five (5) business days of the School’s written request for such information. To the extent permitted by law, Connections may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the School provides written notice requesting that specific records be returned or Destroyed.

iv. Unless the parties expressly agree to a longer time period, Connections shall certify to the School, within one year from the date it receives instructions as to what Student Records are to be returned or Destroyed that it has complied with the instructions of the School in connection with such notice.

k. **Personalized Learning Plan Protocol.** Provide Teachers with resources and assistance designed to enhance their effectiveness in creating a Personalized Learning Plan (“PLP”) for each Student, as required to meet or exceed any educational standards established by the Commonwealth of Pennsylvania or otherwise required by the Charter.

l. **Testing and Assessments.** Administer all State required testing, using the proven Connections testing logistical system, and other State mandated assessments, including a series of assessments designed to gauge the Student’s mastery of core concepts and readiness for the Commonwealth of Pennsylvania’s standardized tests or other State mandated testing.

m. **Insurance.** Maintain and keep in force the insurance policies set forth in Exhibit A, which shall be in amounts that are no less than the minimum levels required by the Charter, applicable law, or both. Liability, casualty, and property insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School, as well as Director and Officer’s Insurance in the amount required by the Authorizer will be the responsibility of the School. If the Board of Trustees desires to obtain insurance coverage independently, Connections will provide a discount to the School equal to its cost of obtaining the same coverage.

n. **Public Website.** In consultation with the Lead School Administrator, maintain a public web site on behalf of the School that will contain or link to any information required by the Charter School Law.
o. **Other Professional and Technical Support Services.**

i. Provide human resources and support services integral to the delivery of the Education Program, including: (1) recruiting, training, monitoring, and supporting School Staff and other support service providers employed or otherwise engaged by the School, as well as supporting the performance evaluation process for such personnel; (2) implement a performance based compensation program for all School Staff approved by the Board of Trustees designed to attract and retain qualified personnel; (3) payroll and benefits administration, including providing employee benefit plans as required by law; (4) conducting background checks, child abuse clearances and pre-employment reviews as specified by law; and (5) assisting in the development of an employee handbook and school handbook that shall be submitted for review and adoption to the Board of Trustees.

ii. Provide 24/7 technical support through on-line Help (in Connexus®) and live phone support via Connections Support Services to parents, students, and staff Monday-Friday 9:00 a.m. to 9:00 p.m. (ET); and on-call support all other times.

iii. Support the Lead School Administrator in the recruiting of community coordinators to volunteer their services to coordinate school-sanctioned community activities and field trips that enhance the educational experience of Students and provide them with the opportunity to engage other Students residing in the immediate geographic area who also attend the School (“Community Coordinators”). The local Community Coordinator shall work with Teachers, Caretakers and Students to enrich the learning experience and distribute information about their local community. Community Coordinators shall not be considered employees or contractors of Connections or the School. Connections is not responsible for providing transportation to these group activities, or otherwise providing for the cost of such activities, unless otherwise, and then only to the extent agreed or mandated by IEPs. Connections shall be responsible for obtaining any criminal background checks and child abuse clearances for each Community Coordinator, as required under applicable law.

iv. During the Academic Year, staff an educational resource center during the hours of 9:00 a.m. to 6:00 p.m. ET with education professionals trained in the delivery of the Education Program to provide applicable School Staff with additional education support services.

v. Provide all Teachers with access to all Instructional Materials supplied to Students as necessary to conduct their teaching responsibilities.

vi. Provide the Board of Trustees and School Staff with training in Connections protocols and other best practices. In addition, as part of its fee for the Education Program paid to Connections, Connections will make available to Board Members and School Staff continuing professional development and other related training, leadership development and peer to peer networking opportunities (collectively "Training") that support the School mission and delivery of the Education Program and which shall be sufficient, at minimum, to allow the respective Board of Trustees and School Staff to comply with applicable laws that specify Training requirements. All costs associated with such Training shall be the responsibility of Connections, including related travel, housing, meal and hospitality costs, except to the extent
Connections notifies the School prior to the Training opportunity of those costs, the School will be required to cover. All Connections' sponsored training will be for the purpose of promoting the School's education mission and other related official school business.

vii. Provide training and support programs and materials to Students, Learning Coaches, Caretakers and community coordinators on the Curriculum, use of Connexus®, various Connections policies and procedures, and other technology to support Student learning as appropriate.

viii. As part of Connections’ Education Program responsibilities, and in order to facilitate the School's ability to oversee Connections’ Operation Services and Education Program responsibilities (“Program Oversight”), Connections shall make key personnel reasonably available for advisement and consultation with members of the Board of Trustees, Authorizer, and/or Lead School Administrator or his or her designee. Except to the extent otherwise agreed, reasonable expenses incurred by Connections, including hospitality related expenses, in connection with Program Oversight, shall be paid out of the fee for the Education Program paid to Connections.

ix. Under the direction of the Board Treasurer and Finance Committee, provide accounting support services to the Board of Trustees, including providing all necessary supporting reports for all Connections’ activities under this Agreement. Connections may subcontract some of these services, only with the approval of the Board of Trustees. If the Board of Trustees is required to contract directly with an independent third party for any or all of such accounting support services, the Parties agree to amend the Fee Schedule to remove these services.

x. Assist the Board Treasurer and Finance Committee in the development of a Budget for the Board of Trustees’ consideration and approval on an annual basis.

xi. Provide audit support, and local, state and federal financial reporting support, as well as related consultation support to the Board of Trustees, its Finance Committee and its Audit Committee.

xii. Provide assistance to the School in the development and implementation of a Public Information Campaign (“PIC”) to inform potential students, their Caretakers, and other interested parties about the Education Program. All PICs will comply with Connections’ trademark usage guidelines located at http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx. Connections is under no obligation to implement any PIC initiatives promoted by the Board of Trustees that Connections determines will have a negative impact on its brand identity and/or reputation in the Marketplace, including in connection with the School.

xiii. Either directly, or through a third-party provider approved by the Board of Trustees, serve as an invoice payment processor for the School for school operations invoices. All costs associated with the invoices, however, remain the responsibility of the School, and will be reimbursed at cost to Connections or such other third-party provider, as the case may be.
xiv. Provide comprehensive logistic services in regards to the Connections’ provided physical Curriculum materials, including procurement, contracting, storage, fulfillment, and other services required to obtain, deliver, collect and warehouse these materials.

p. **Provision of Computer Technology for School Staff.** For all School Staff and the Lead School Administrator, provide and maintain, in good working condition, the Computer Technology necessary to provide the Education Program. Any Computer Technology provided by Connections will be the exclusive property of Connections or its contractors and will be returned upon the termination of this Agreement or upon the termination of employment, whichever is sooner. The School shall not be responsible for ensuring the return of Computer Technology.

q. **Provision of Computer Technology for Students.** At the election of the Board of Trustees, provide a comprehensive Computer Technology solution to Students, which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such Computer Technology, as well as other related comprehensive logistical support services, such as, set up, Connexus® interface mapping, and technical support, in accordance with Connections’ established policies and procedures.

4. **Board of Trustees Responsibilities:**

   a. **Governance.** Obtain and maintain the governance and organizational structure required by law and/or the Charter.

   b. **Management of the School.**

      i. The Board of Trustees shall be responsible for managing the day to day affairs of the School, including hiring the Lead School Administrator, and shall be responsible for overseeing the supervision and evaluation of School Staff and the oversight of this Agreement. The Board of Trustees’ representative in connection with the day to day operation of the School shall be the Lead School Administrator, whose duties are more fully set forth below in Section 4.c.ii.

      ii. **Delegation of Responsibility and Rescission Procedure.**

         1. Subject to the Board of Trustees authority to rescind such delegation, in order to ensure the quality and integrity of the Education Program and to fully leverage Connections experience providing comprehensive support services to full time virtual K-12 virtual schools, the Board of Trustees delegates to Connections (“Delegation of Responsibility”) responsibility to support the Lead School Administrator, with the recruiting, training, supervision, oversight, discipline and dismissal of Teachers, Administrative Staff, the Special Education Director, 504 coordinator, clerical staff, and other such support positions as may be necessary to support School operations. The support from Connections may be in the form of: (i) proposed policies and processes; (ii) consultation with subject matter experts; (iii) sharing of best practices; (iv) technology (e.g., online recruitment tools); and (v) compliance monitoring, training, etc.

         2. All terminated employees shall have the ability to have their terminations reviewed by the Board of Trustees as further set forth in the employee handbook and no termination action will be considered final until the later of:
(i) the time period to request review has expired and no such request has been timely made; or (ii) the Board of Trustees has affirmed such termination in accordance with the termination procedure set out in the employee handbook.

3. The Board of Trustees reserves the right through resolution by a properly constituted Board of Trustees to void or modify any decision made by the Lead School Administrator in consultation with Connections under the Delegation of Responsibility. Any Board of Trustees action to void or modify any decision made by the Lead School Administrator in consultation with Connections under the Delegation of Responsibility shall take effect at a time and in a manner specified by such Board of Trustees resolution.

4. The Delegation of Responsibility may be rescinded in whole or in part upon adoption of a resolution by a properly constituted Board of Trustees setting forth the parameters of such rescission. Any Board of Trustees decision to rescind the Delegation of Responsibility whether in whole or in part, shall not take effect any earlier than the close of the Academic Year in which such rescission is communicated to Connections.

5. Prior to the adoption of any resolution, either voiding or modifying a decision arising out of, or related to the Delegation of Responsibility, or rescinding in whole or in part the Delegation of Responsibility, the Board of Trustees shall consult with Connections and explain the reasons therefor. As part of this Delegation of Responsibility, and regardless of any Board decision to rescind such delegation, if Connections has a concern about the legality of any action by the Board of Trustees, or lack of action relating to any Board management decision of the School that Connections believes could jeopardize the school’s reputation, or ability to continue as an ongoing concern; Connections may refer the matter to the Board of Trustees’ Counsel of Record for review and analysis, and take such other action available to Connections under the terms of this Agreement and/or applicable law.

iii. The Board of Trustees and School shall implement policies and procedures to administer the Education Program and the delivery of Special Education Services, which may, to the extent the Board of Trustees and School determine to do so, be comprised of or include the Connections Policies and Protocols and/or the Special Education Protocols. To the extent the School does not adopt the Connections Policies and Procedures, it understands and accepts responsibility for any impact such decision may have on the School’s ability to obtain accreditation from AdvancED or Middle States Association of Colleges & Schools and/or NCAA Eligibility Center.

iv. The Board of Trustees shall be responsible for adopting any necessary policies to comply with state law and regulation in the oversight of the School and to promptly inform Connections of any obligations or deficiencies in the School’s operations.

v. The Board of Trustees shall perform any responsibility assigned to Connections under the terms of this Agreement to the extent it is in conflict with or nullified by any applicable law, regulation and/or the terms of the Charter.
vi. The Board of Trustees shall perform any responsibility not explicitly assigned to Connections under the terms of this Agreement that would otherwise be the responsibility of the School under applicable law, regulation and/or the terms of the Charter, unless and until, Connections and the School reach agreement regarding under what conditions such responsibilities will be delegated to Connections.

c. Education Program Administration. Administer the Education Program in a manner that fully implements the Education Program, provided, however, that Connections shall work with the School to incorporate into the Education Program non-core model programs, including clubs, activities, field trips, identified by the School that promote the School’s STEM focus.

   i. Employment of School Staff. The Board of Trustees shall be the employer of all School Staff, including the Lead School Administrator, and has final authority over matters relating to hiring, compensation, discipline, termination, as well as employment policies and procedures, as set forth in the School employee handbook. While the Board of Trustees shall be responsible for determining the compensation arrangement for School Staff, it shall consult with Connections in determining such compensation arrangements in order to be fully apprised of the resulting impact on the school budget.

   ii. The Lead School Administrator, in consultation with Connections, shall be responsible for the day to day delivery of the Education Program and supervision of all School Staff, and shall be the primary interface between Connections and the Board of Trustees, as well as the primary interface between the Board of Trustees and the School Staff. The Lead School Administrator may also from time to time be referred to as the Principal. The Lead School Administrator consults with Connections on the recruiting, selection, training, supervision, oversight, discipline and dismissal of Teachers, Administrative Staff and clerical staff. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to: reporting regularly to the Board of Trustees; supervising administrative personnel; inspiring Teachers to teach, and facilitate student learning; Students to engage in learning and learn; and Learning Coaches to engage in their Student’s learning consistent with the school’s mission. The Teachers shall report to the Lead School Administrator, or such individual, as shall have been designated by him or her, and the Lead School Administrator shall work collaboratively with the Connections designated Director of Schools, or his/her designee, who will provide guidance to the Lead School Administrator, all under the oversight of the Board of Trustees. In consultation with Connections, the Lead School Administrator will promptly investigate and take action to address any complaints or concerns raised by the Board of Trustees, or others, regarding the performance or conduct of any Teacher or Administrative Staff member. The Lead School Administrator shall provide a prompt report to the Board of Trustees and Connections on any and all actions taken in response to such a request.

   iii. The Board of Trustees maintains the responsibility for evaluating the Lead School Administrator. In furtherance of the Delegation of Responsibility, however, it will consult with Connections in that evaluation. The Lead School Administrator shall be
evaluated annually based on standards that are adopted by the Board of Trustees, in consultation with Connections. Connections shall receive a copy of the results of that evaluation. The standards used may be changed from time to time by the Board of Trustees, who shall consult with Connections prior to adoption of such change. The use of these standards shall not limit the Board of Trustees from including additional performance criteria in its evaluation. Connections shall bring to the Board of Trustees’ attention concerns about, as well as requests and recommendations related to, the performance and employment of the Lead School Administrator. All such concerns, requests and recommendations shall be made in writing. Both the Board of Trustees and Connections shall preserve the confidentiality with respect to any such written concerns, requests, and/or recommendations, except as required by law.

iv. In the event the Board of Trustees determines to replace the Lead School Administrator for any reason, to the extent possible, it shall give Connections thirty (30) days written prior notice of such removal, including the reasons for such removal. In addition, Connections shall advise the Board of Trustees as to its belief that it is in the best interests of the School that the Lead School Administrator be replaced. Such advisory notice shall be made in writing, including the basis for the request, such as evidence that the Lead School Administrator has failed to comply with employee or school policies, integrity/fidelity of the Education Program, or has caused or will cause harm to the School/students. In that event, the Board of Trustees shall promptly take steps to inform Connections as to how it will address Connections concerns related to the Lead School Administrator and in no event no later than ninety (90) days after receipt of the advisory notice, including whether or not the Lead School Administrator will be replaced. Any replacement of the Lead School Administrator (or other remedial action) will be done so as to minimize the disruption to Students.

v. Under the direction of the Lead School Administrator, and in furtherance of Section 5 below, the Special Education Director, who shall be properly credentialed and have all necessary certifications required by Pennsylvania law to hold such position, is responsible for overseeing the provision of Special Education Services, including the option to implement the Special Education Protocols, overseeing all personnel involved in the provision of Special Education Services, including the School's Section 504 coordinator, and all outside contractors retained for such purposes. The Special Education Director may also act as a Teacher, and/or the 504 coordinator, to the extent qualified to do so, in addition to their other responsibilities.

vi. All other Administrative Staff shall take their day to day direction from the Lead School Administrator or his or her designee. To the extent properly credentialed, respective Administrative Staff may also act as Teachers in addition to their other responsibilities.

vii. All Teachers shall be licensed and credentialed pursuant to Pennsylvania law, shall take their day to day direction from the Lead School Administrator or his or her designee, and in all respects shall comply with Connections’ practices and protocols in the delivery of the Education Program.
d. **Course Completion.** Abide by and administer all requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma, and return and recovery policies in connection with the use of Connections provided Computer Technology and Instructional Materials.

e. **Diplomas.** Grant diplomas based on attainment of minimum requirements for graduation with a School diploma.

f. **Insurance.** Except for that insurance identified in Exhibit A, obtain and maintain the following policies of insurance, as required and/or permitted by applicable law: director and officer liability; workers compensation with minimum limits established by law; educators’ legal liability; employment practices liability; and general liability insurance. To the extent permitted by applicable law, Connections and its parent company, Connections Education LLC shall be added as additional named insureds on all policies of insurance obtained and maintained by and for the benefit of the Charter School.

g. **Computer Technology for Students.** In the event that the School elects to procure its Computer Technology for Students from a source other than Connections, provide written assurances to Connections that the School or other third party will provide comprehensive logistical support services comparable to those provided by Connections and will assume all liability related to any failure by the School to provide such services.

5. **Special Education Services:**

a. **Special Education Protocols.** The Board of Trustees will adopt special education policies and procedures for the provision of Special Education Services, which may be comprised of or include (in whole or in part) the Connections Special Education Protocols recommended to the Board of Trustees, and will consult with Connections with respect to providing Special Needs Students with a free and appropriate education (“FAPE”). The Board retains the right to consult with its solicitor regarding implementation of Special Education Services.

b. **Replacement of Special Education Director.** Connections shall have the right to request that the School replace the Special Education Director in the event that Connections determines that the Special Education Director is violating state and federal law in the delivery of special education services, and so notifies the Lead School Administrator in writing. In the event that the School decides not to replace the Special Education Director, the School shall have 60 days to develop a plan that fully and consistently addresses all areas of concern identified by Connections related to the provision of Special Education Services (“Special Education Remediation Plan”). It is the Special Education Director’s responsibility to fully and consistently implement the Special Education Remediation Plan under the oversight of the Lead Administrator and the Board of Trustees.

c. **Election Not to Implement Special Education Remediation Plan.** If the School chooses not to: (i) timely and consistently implement the Special Education Remediation Plan referenced in (b) above; and/or (ii) take corrective action with regard to any issue(s), matter(s), or concern(s) related to Special Education Services brought to the School’s attention by Connections; Connections and its agents, employees, and assigns, will not be deemed to have engaged in any wrongdoing, misconduct, negligence, or default under
Section 20 of this Agreement, with respect to Special Education Services. To the extent any claim of liability arises out of, or is related to the School adopting special education policies that do not comprise the Special Education Protocols, the School shall indemnify and hold Connections harmless with respect to such claims of liability, in accordance with Section 20 of this Agreement.

6. Grant of Rights and Access:

a. License. Connections hereby grants to the School a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use Connexus® and the Content and Instructional Materials contained in Connexus® in connection with the receipt of the Educational Program hereunder (collectively the “Licensed Collateral”). The School’s right to access and use the Licensed Collateral is solely for the intended purpose for which such access is granted and is subject to Connections’ Intellectual Property provisions set forth in Sections 14 and 15 below. Connections may update the features and functions of Connexus® from time to time. Any right to use the Content and Instructional Materials shall be solely for the applicable Course for which a Student is enrolled or that an Authorized User is otherwise authorized to access.

b. Permitted and Prohibited Uses. All rights not expressly granted to the School and Authorized Users pursuant to the Agreement are reserved to Connections, and any uses of the Licensed Collateral by the School and Authorized Users not expressly permitted in the Agreement are strictly prohibited. Specifically, unless otherwise authorized by Connections in furtherance of the delivery of Education Program related services, School will not, and will not permit Authorized Users, School’s employees or agents or any third party to: (i) access the Content and Instructional Materials or Connexus®; except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content and Instructional Materials or of Connexus®; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of Connexus®; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control or security systems of Connexus® or the Content and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages Connexus®, Content, Instructional Materials, Connections or its content providers, or in any manner that Connections may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information (as defined in Section 6.d. below) or permit access to Connexus® and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information.

c. Usage Guidelines and Rules of Conduct. The School (including its employees and agents) and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The School will comply and assure compliance by its
employees, agents and the Authorized Users with Terms of Use of Connexus®, Privacy Policy, and other applicable Connections policies, as may be updated from time to time by Connections in its sole discretion. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the Connexus® login page. The School acknowledges that Connections may also institute basic rules for academic and personal conduct for Authorized Users’ use of the Licensed Collateral, and that Connections will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct shall be prohibitions against any Authorized User’s attempt to make inappropriate communication or contact with any other Authorized Users through Connexus®, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to Connexus®. The School shall immediately provide Connections with written notice of any unauthorized use or distribution of the Content, Instructional Materials or Education Program of which the School becomes aware and shall take all necessary steps to ensure that such unauthorized use or distribution is terminated.

d. Security and Use of Passwords. Each Authorized User will have a user name and password for the purpose of accessing Connexus® and the Content and Instructional Materials (the “Log-In Information”). The School and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. The School and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to Connexus® and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of Connexus® and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.

e. Availability and Support. Connections strives to provide access to Connexus 24 hours per day, 7 days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions.

7. Communications from Connections: The School acknowledges and agrees that Connections may periodically contact Authorized Users for the School in relation to Connections carrying out its obligations set forth in this Agreement. By accessing the Licensed Collateral, the School and Authorized Users will be deemed to have consented to receive such communications.

8. Representation Regarding Non-discrimination: Neither Connections nor the School will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or Pennsylvania law.

9. Performance Review: During year three (3), but prior to the close of year three (3) of the Initial Term, the School shall undergo a Performance Review, which shall include a review of the performance of School service providers, including Connections. Based on the outcome of the Performance Review, Connections shall work with the Board of Trustees to develop a performance improvement plan to address any shortcomings identified in the Performance Review. The Board of Trustees in its sole discretion may initiate subsequent Performance
Reviews as it deems necessary. Nothing in this section prevents the School from raising concerns with Connections’ performance in the first two operating years of the School. Connections agrees to work in a prompt manner to respond to any such issues raised by the School or its Board of Trustees.

10. **Health and Safety**: Connections will assist the School in the development of training and policies related to the following standards regarding health and safety:
   a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring, as required by state law;
   b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco in school operated facilities or at school sponsored events;
   c. Adopting policies prohibiting bullying, sexual harassment, harassment, and other social behaviors prohibited under applicable law; and
   d. Complying with all state immunization law.

11. **Pricing and Payment Terms**:
   a. **Fee Schedule.** During each year of the term, as compensation for the Education Program provided by Connections under the terms of this Agreement, Connections shall be paid in accordance with the schedule of fees for services (the “Fee Schedule”).
   b. **Payment Agent.** The parties may agree to have Connections act as its payment agent for various expenditures. Connections will submit to the School appropriate documentation evidencing payment of such expenditures and upon said submission shall be entitled to a dollar for dollar reimbursement for these expenses. Reimbursement shall be made in accordance with section 11.c. below.
   c. **Invoicing.** Connections will invoice the School monthly. Payment will be due within five (5) business days of action by the Board of Trustees, which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. Connections may charge interest at the rate of one and one half percent (1.5%) per month for any invoices over sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by Connections to perform under the terms of this Agreement or if the School is disputing any charges. The School shall notify Connections of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the Commonwealth of Pennsylvania. Any differences in amounts that were previously paid under this Agreement as a result of such adjustments shall only be applied to or against the next payment or payments otherwise due under this section, or if no payment is due, Connections shall refund such amount to the School.
   d. **Realigning of Responsibilities.**
      i. To the extent there is a realigning of responsibilities between the parties pursuant to section 4.b.v. above, the parties shall negotiate a corresponding adjustment in the Fee Schedule for the Academic Year in which said alignment of responsibilities occurs.
ii. To the extent Connections’ delegation of responsibilities is expanded/reduced beyond what is set forth in Section 4 above, the parties shall negotiate a corresponding increase/decrease in the Fee Schedule for the Academic Year in which said expansion/reduction of responsibilities occurs. No expansion/reduction of responsibilities shall become effective until such time as the Board of Trustees approves a Fee Schedule incorporating such corresponding increase/decrease.

iii. In the event of a rescission of the Delegation of Responsibility, the parties agree to negotiate and mutually agree to new compensation terms for services provided by Connections based on the relationship of the parties at that time.

e. State Audit Adjustments. To the extent that any adjustments as a result of a state audit are the result of Connections’ failure to adequately perform its responsibilities under this Agreement, Connections will be required to either: (i) return funds to the School in the amount determined as a result of a State audit; or (ii) to the extent that funds are withheld from future payments to the School, reduce amounts invoiced to the School by the amount funding is withheld.

f. Start-up Loan. To assist with the successful launch of the School, Connections agrees to offer the School a loan. If any such loan is made by Connections, the School agrees to repay the principal amount of the loan with interest as determined by the following formula: the prime rate as reported by the Wall Street Journal’s bank survey at the time the loan is made plus 1.00% (e.g., if the prime rate is 3.25%, the annual loan interest rate would be 4.25%). Nothing in this section precludes the School from securing a loan from another source.

g. Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Connections will present to the Finance Committee or its designee a proposed balanced budget (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year developed under the direction of the Board of Trustees or its designee. The Budget shall be in reasonable detail and shall be based on the applicable Fee Schedule.

12. Additional/Optional Services: For an additional fee as set forth in the Fee Schedule, the School may contract with Connections to provide the following additional services:

a. Facility and Capital Equipment/Furnishings Procurement, Management and Maintenance. Procure, manage and maintain for the School administrative office space to be located in Governor’s Plaza North, 2101 Front Street, Harrisburg, Pennsylvania 17110-1086 adequate to meet the needs of the School, including all equipment and furniture required to make such office space functional for its intended purpose, as well as all utilities required to fully meet such functional requirements.

i. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Board of Trustees. Connections agrees that it will have no beneficial financial interest in any approved lease.

ii. Furniture and equipment are provided at an annual rental fee of one-fifth (1/5th) of Connections’ purchased price and may be purchased from Connections at any time at a cost equal to its depreciated cost basis (assuming a five year life). Connections
may offer an additional incentive, in its sole discretion, to the School to facilitate the purchase of the furniture and equipment by the School.

iii. Rent on the facility and utilities are a pass-through cost from Connections to the School, with no mark-up.

iv. Manage the procurement and installation of telephone service, data lines, including Internet access, and such other similar technology services used by personnel who are engaged in providing the Education Program under this Agreement.

b. **Office Products and Supplies.** Procure for the School all requested office products and supplies needed for the operation of the administrative offices.

c. **Student Technology Support Stipend Administration.** Act as the School’s agent in administering the School’s student technology support stipend program established by the Board of Trustees. Payment of the stipend to eligible households would be facilitated by Connections which will be issued to the parent or guardian (and in certain circumstances, the Student) according to the schedule outlined in the school handbook, which shall be consistent with the rate used in the development of the Budget, provided payment of the stipend is provided for in the Fee Schedule. In no event will Connections advance the School funds to support the School’s stipend program.

13. **Other Services:** To the extent there are products and services not included in the Education Program and the School elects to contract with a third party other than Connections for such products or services, it shall be the School’s responsibility to ensure that such products or services are provided consistent with the Budget and in accordance with any requirements of Charter School Law or other applicable law and any requirements in the Charter.

14. **Trademarks:**

a. Connections and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. Connections trademarks can be found at: [http://www.connectionsacademy.com/Libraries/PDFs/CACommonLawTrademarks.pdf](http://www.connectionsacademy.com/Libraries/PDFs/CACommonLawTrademarks.pdf) (collectively, the “Licensed Marks”). Connections grants to the School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Connections. The School agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by Connections, the most up-to-date version of which can be found at: [http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx](http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx). Connections retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Connections.

b. The School is the owner of the School name, Reach Cyber Charter School, as well as any design marks and logos the School develops in connection with the promotion of the School (“School Trademarks”). Connections and its Affiliates shall only use the School Trademarks in connection with its responsibilities set forth in this Agreement or as
otherwise permitted by this Agreement and as otherwise expressly permitted by the School.

c. Upon termination of this Agreement, the School’s license to use the Licensed Marks and Connections right to use the School Trademarks shall immediately terminate, except as expressly permitted in this Agreement or by applicable law. The School agrees that within thirty (30) calendar days from the date of termination, all references to “Connections Academy”, and any other Licensed Marks shall be removed from the School’s signage, stationary, website, marketing materials and any other material or location it appears.

15. Intellectual Property:

a. Limitations on Use. Connexus® and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Connections Education LLC trademarks and copyrighted works, are the intellectual property of Connections’ parent company, Connections Education LLC. The School’s right to use and benefit from said intellectual property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination of expiration of this Agreement.

b. No Sale. Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Connections or Connections Education LLC to the School, School Staff, Students, Caretakers, or Learning Coaches.

c. No Use of School Funds to Develop or Procure. No School funds shall be used by Connections or Connections Education LLC to develop or procure Courses or Content or Instructional Materials or improvements to Connexus®, provided, however, any School funds paid to Connections for provision of the Education Program hereunder, once paid, shall not be deemed to be School funds.

d. Derivative Works. Any works created by the School Staff and derived from Connections Education LLC’s Intellectual Property shall be deemed the property of Connections Education LLC, and the School agrees to extend all reasonable and appropriate measures to assist Connections Education LLC in securing and perfecting its ownership interest in such derivative works.

e. Derivative Works License. The School hereby grants to Connections and Connections Education LLC, and will require its School Staff to do the same, a worldwide freely transferable, royalty free, perpetual license, in any content contained in any Derivative Works that are determined to remain the property of the School and/or a member of its School Staff. Similarly, to the extent that any School Staff created educational content is hosted on Connexus® or in a Connections Education LLC proprietary LiveLesson® session, the School on behalf of itself and such School Staff hereby grants to Connections Education LLC a worldwide, freely transferable, royalty free, perpetual license to use such School Staff created educational content for its own commercial purposes.

f. Aggregated Data. Student specific data, including corresponding Caretaker data, is the property of the School, Student and/or the Caretaker (“Student Information”), unless and to the extent that Connections obtains such Student Information from a source other than the School, including directly from Student (if emancipated minor or over the age of minority) or such Student’s Caretaker. Connections will not use any such School owned Student
Information for any non-school related purpose without obtaining the written permission of such Student or Student’s Caretaker (as the case may be). Connections may freely aggregate School owned Student Information so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student’s Caretaker. All such aggregated data shall be the property of Connections. Connections may freely use all such aggregated data and identify its source as being the Reach Cyber Charter School. In addition, Connections shall, from time to time, provide to the School reports in an electronic format requested by the School to the extent Connections’ systems and capabilities permit. Upon receipt of such request from the School, Connections will work with the School to formulate queries, formats and designs that will generate Student Information in a manner most useful to the School, based on the School's objectives and Connections' existing capabilities.

g. School’s Intellectual Property. The School is also the owner of any policies and procedures and any other intellectual property created and developed by the School in connection with administering the Education Program, provided that such intellectual property does not constitute Derivative Works of the intellectual property owned by Connections. Connections’ right to use and benefit from said intellectual property is limited to obligations set forth in this Agreement and shall terminate automatically with the termination or expiration of this Agreement.

16. Confidentiality:

a. Confidential Information. The receiving party shall use the Confidential Information of the disclosing party only in connection with the furtherance of the business relationship between the parties, and the receiving party shall make no further use, in whole or in part, of any such Confidential Information. The receiving party agrees not to disclose, deliver or provide access to all or any portion of the disclosing party’s Confidential Information to a third party, or to permit a third party to inspect, copy, or duplicate the same. The receiving party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information, in connection with the performance of the Agreement, and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving party will treat the Confidential Information with the same degree of care and confidentiality that the receiving party provides for similar information belonging to the receiving party that the receiving party does not wish disclosed to the public, but not less than holding it in strict confidence.

b. Student Records. Connections and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of “education records”, as that term is defined by FERPA (also referred to herein as “Student Records”). The parties acknowledge that the School at all times retains ownership of Student Records and that each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Connections and the School each designate the Lead School Administrator, Charter School Staff, Board of Trustees members, third party service providers (including Connections) and volunteers who are providing educational and/or administrative services to the Students as agents of the School as individuals having a legitimate educational interest and thus entitled to access education records under FERPA.
Connections and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.

c. Exceptions. The foregoing shall not prevent the receiving party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving party shall promptly notify the disclosing party of any such request for disclosure in order to allow the disclosing party full opportunity to seek the appropriate protective orders; and (ii) the receiving party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this section 16.c. is not intended to permit the disclosure of education records referenced in 16.b., unless permitted by applicable law.

d. Return of Confidential Information. The receiving party agrees that it will, within ten (10) days after written request by the disclosing party, return to the disclosing party, or at the option of the disclosing party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing party, including copies, reproductions, electronic files or any other materials containing Confidential Information.

e. Remedy for Breach. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

17. Protection of Goodwill and Academic Integrity of the Program: The Parties recognize that Connections has invested substantial money and resources in developing a nationally recognized virtual education program under the "Connections Academy" brand and that it has an inherent interest in protecting the goodwill generated in connection therewith, as well as the academic integrity of the Education Program. The Parties also recognize that the School has a vested interest in Connections protecting such goodwill, as well as the academic integrity of the Education Program in connection with its mission to advance the education interests of its Students. Accordingly, as part of its responsibilities, Connections is hereby authorized to perform ongoing and periodic reviews of School records documenting the manner in which the Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers and to report to the Board of Trustees, Administrative Staff and/or Teachers any deviations from established Connections policies, procedures and protocols, federal or state legal requirements, or established best practices, or other deficiencies Connections takes note of in connection with such ongoing or periodic review.

18. Term: This Agreement will commence on __________, 2016, and shall expire on a date coterminal with the expiration of the Charter (the "Term ").

19. Termination:

a. Grounds For Early Termination. Unless otherwise renewed or earlier terminated, this Agreement shall terminate immediately upon the expiration of the Term. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Notices of termination must be made in writing and delivered to the addresses set forth below no later than
January 15 of the current Academic Year and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

i. By both parties if they agree in writing to the termination;

ii. By the School, for any reason, including if the Board of Trustees determines at the end of an Academic Year that the Education Program set forth in this Agreement does not meet the requirements for a cyber charter school, as defined by applicable laws and regulations, provided, however, that notice of termination shall be given in writing no later than November 1 of the Academic Year in which such termination shall be effective, and termination shall not occur prior to the close of the Academic Year in which notice is given. Notice of termination under this section 19.a.ii. shall include a detailed explanation of the reason(s) for termination and shall be subject to the resolution process referenced in section 25.

iii. Termination by either party, immediately, if one party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect such cure and the breach at issue does not objectively lend itself to cure within such 30 day period, then such additional time as necessary to complete said cure, but in no event longer than 60 days following written notification of such breach;

iv. Termination by Connections, if the payments to which Connections is entitled under section 10 of this Agreement are materially reduced as a result of a change in funding provided to the School or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Connections is unwilling or unable to make the required changes;

v. By Connections, if there are unresolvable differences between the Parties relating to what Connections, in its sole discretion, considers to be conduct that reflects materially and unfavorably upon Connections’ reputation with respect to the manner in which School carries out its responsibilities under the terms of this Agreement and Connections provides the School with thirty (30) days written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to Connections satisfaction the circumstances giving rise to such unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;

vi. Termination by either party, immediately, if the Charter is terminated or if the School is no longer authorized by the Authorizer as required by applicable state law and regulation;

vii. Termination by the School, if the Board of Trustees determines after a Performance Review, in the School’s sole reasonable discretion, that Connections has failed to satisfactorily address any shortcomings identified in the Performance Review through the implementation of the performance improvement plan referenced in section 9 above, to the extent such performance improvement plan is in connection with improving Connections’ performance. Termination under this subsection may
not occur prior to the close of year four (4) of the Term in order to provide Connections the opportunity to implement the performance improvement plan. Notice of said termination must be made on or before January 1 and shall not take effect until the close of the Academic Year in which said notice is given, unless the parties agree otherwise in writing:

viii. Termination by either party in the event that the parties fail to agree on a Budget in accordance with Section 11.g.

b. Obligations on Termination. In the event this Agreement is terminated by either party for any reason:

i. Connections shall assist and cooperate with the School in the transition of the Educational Products and Services from Connections to the School or another service provider, so as to minimize the disruption to the Students;

ii. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

iii. All access to Connexus® and other educational products and services contracted for herein shall be discontinued;

iv. Connections shall provide to the School copies of all Student Records not otherwise in the School’s possession at no additional cost;

v. School shall pay Connections all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

20. Indemnification:

a. Indemnification Obligations. Each party shall defend, indemnify, save and hold harmless the other party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together “Indemnified Party”) against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney's fees) made, brought, incurred, or alleged by any third party (“Claim”) to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of this Agreement.

b. Indemnification Procedure. The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims; (b) allow the Indemnifying Party to control the defense; and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party
does not promptly assume the Indemnified Party’s defense against any third party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party’s expense.

21. **Limitation of Liabilities**: In no event will either party, or such party’s Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other party or such party’s Affiliates, directors, officers, employees, or agents.

22. **Sales Tax**: The School shall provide Connections with support that it is tax exempt. To the extent that the School is not tax exempt, the School shall be responsible for federal, state, or local taxes assessed, if any, based on the Education Program provided by Connections hereunder. If any sales and use taxes are assessed on purchases made from Connections, Connections will provide a credit to the School equal to the amount of the sales or use taxes paid by the School.

23. **Notices**: All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

   **If to Connections:**
   Connections Academy of Pennsylvania, LLC  
c/o Connections Education LLC  
1001 Fleet Street, 5th Floor  
Baltimore, MD 21202  
Attn: Steven Guttentag, President

   **With a copy to:**
   Connections Education LLC  
1001 Fleet Street, 5th Floor  
Baltimore, MD 21202  
Attn: General Counsel

   **If to the School:**
   Reach Cyber Charter School  
Governor’s Plaza North  
2101 Front Street  
Harrisburg PA 17110-1086

   **With a copy to:**
   Patricia A. Hennessy, Esquire  
Conrad O’Brien  
1500 Market Street, Suite 3900  
Philadelphia, PA 19102
24. **Governing Law:** This Agreement shall be governed and controlled by the laws of the Commonwealth of Pennsylvania. Any legal actions prosecuted or instituted by any party under this Agreement shall be brought in a court of competent jurisdiction located in the Commonwealth of Pennsylvania, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.

25. **Resolution of Disputes:** Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this subsection 25.

   a. **Negotiation.** The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the VP of Schools, for Connections, and the Board Chairperson, for the School or his/her designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Connections and the School as the Parties mutually deem appropriate.

   b. **Mediation.** In the event the parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit the matter to Board Counsel of record, or other such third party agreed upon by the Parties, who will establish the processes and procedures by which such unresolved disputes will be mediated.

   c. **Confidentiality.** The Parties agree to treat all discussions and sharing of documents related to this subsection 25.c. as confidential and not subject to disclosure to any third party to the extent permissible by law, except as consented to by the disclosing Party. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other party ten (10) calendar days’ notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.

26. **Miscellaneous:**

   a. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

   b. **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Connections or its managing member, notice of which shall be provided by Connections to the Board of Trustees, shall not be deemed a violation of this Agreement.

   c. **Complete Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the parties with respect to the matter contained herein and supersedes
all prior and contemporaneous agreements, warranties and understandings of the parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

d. Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a party or that delays or renders impossible or impracticable performance as to the obligations of such party, the party’s obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

e. No Third party Rights. This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

f. Professional Fees and Expenses. Each party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

g. 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance of a determination from the IRS that the School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).

h. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.

i. Compliance with Laws, Policies, Procedures, and Rules. Each party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the School’s policies whether or not specifically listed in this Agreement.

j. Interpretation of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm’s length and between parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.

k. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

l. Attendance at Meetings. The parties agree that during the Term Connections is hereby invited (through a Connections designated individual or individuals) to attend all Board of Trustees closed session meetings except where such attendance (i) is prohibited by
applicable law; (ii) will result in a waiver of the attorney/client privilege; (iii) will result in Connections being present during discussions concerning negotiations regarding the renewal or termination of this Agreement, or (iv) will result in Connections being present during discussions regarding such other matter with respect to which Connections has a conflict of interest.

m. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each party’s acceptance will be deemed binding on the parties. Each party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

n. Survival. The rights and responsibilities of sections 11.c.; 14; 15; 16; 19; 20; 21; 22; 23; 25, 26. E., i., n., and o., shall survive the termination of this Agreement.

o. Status and Relationship of the Parties. Connections is a limited liability company organized under the laws of Pennsylvania, and is not a division or a part of the School. The School is a Pennsylvania public charter school authorized by the Charter School Law and is not a division or part of Connections. The parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of Connections shall be deemed to be an agent or employee of the School. Connections shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Connections and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Connections and the School.

Agreed to by:

REACH CYBER CHARTER SCHOOL

By: _______________________________

Title: _______________________________

CONNECTIONS ACADEMY OF PENNSYLVANIA, LLC

By: _______________________________

Title: _______________________________
INDEX OF DEFINED TERMS

“Academic Year” shall mean the school year as defined by the School Calendar under which the School operates.

“Administrative Staff” means any and all individuals employed by or otherwise providing services for or on behalf of the education program operated by the School.

“Affiliates” means any entity controlling, controlled by or under common control with another entity. With respect to Connections, Affiliate shall also include Pearson PLC and its Affiliates. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

“Authorizer” shall mean the agency or other governmental entity authorized by law in the state in which the School is contracting with Connections under the terms of the Agreement to provide the Education Program.

“Authorized Users” shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, Learning Coaches, and School Board members who are authorized to access Connexus®, the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

“Board of Trustees” shall mean the governing board of the School.

“Budget” shall mean the operating budget for the School, as approved by the Board of Trustees as more specifically discussed in Section 11.g.

“Caretaker” shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student’s Caretaker.

“Charter” shall mean the authorization to operate a charter school granted by the Authorizer.

“Charter School Law” shall mean the applicable laws and regulations governing charter schools as codified in statutes and code of regulations of Pennsylvania.

“Confidential Information” shall mean proprietary business, technical and financial information of each of the parties, including for example and without limitation, each party’s respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement, (h) login and password information for Connexus®; (i) technical information such as development methods, computer software, research, inventions, the design and operation of Connexus®; and (j) other similar non-public information that is furnished,
disclosed or transmitted to the receiving party or to which the receiving party is otherwise given access by the disclosing party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing party at all times, and the parties hereby acknowledge and agree that all such Confidential Information of a party are its trade secrets. Except as specifically provided for herein, nothing contained in this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving party, by license or otherwise.

“Connexus®” means the website or Education Management System (also sometimes referred to as Learning Management System, EMS or LMS) with the URL http://www.Connexus®.com, or such other URL as Connections or its Affiliates may designate from time to time, through which Authorized Users access Connections Content via a secure, password protected website. The features and functions of Connexus® may be modified and/or updated from time to time by Connections. Access to Connexus® is governed by the Terms of Use located at https://www.Connexus®.com/public/termsOfUse.html and defined below.

“Content” means the components of a Course and/or SDR (as each is defined below) licensed, designed, developed, owned or provided by Connections and its third party content partners and delivered in an online format through Connexus® (as defined above) or in an offline format (textbooks and other materials) to teach students in various subjects in grades K–12 and/or to deliver resources in connection with the Services (defined below). Content may include the courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet® tutorials and LiveLesson® sessions. Connections reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided that the School will receive reasonable notification concerning any substitution or withdrawal that is substantial.

“Course(s)” shall be comprised of a set of lessons and assessments, including Instructional Materials, that shall meet the educational content or other standards established by the Commonwealth of Pennsylvania in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

“Curriculum” means a program of instruction provided by Connections, which includes Content and Instructional Materials accessed primarily through Connexus®, that, together with Teacher provider additions and/or modifications, shall meet the educational content or other standards established by the Commonwealth of Pennsylvania in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

“Curriculum Guide” means the publication which sets forth the list of Courses offered by Connections during a particular Academic Year and may sometimes be referred to in this Agreement as a “Program Guide”.

“Derivative Works” include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content or Instructional Materials or other Licensed Collateral may be recast, transformed or adapted,
including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content or Instructional Materials.

“Destroyed” means at minimum removing personally identifiable information from the Student Record stored on Connections’ production systems.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

"Instructional Aide(s)" means any and all individuals who are involved in supporting, facilitating or assisting in the provision of instruction, assessment and/or other Services to Students.

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include marketing data and materials and other related collateral developed by Connections, regardless of whether such data, materials and collateral are developed specifically for the School.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, which shall be subject to the review and approval annually by the Board of Trustees. Learning Coaches are not employees or contractors of either the School or Connections; shall not receive any compensation for their services from either Connections or the Board of Trustees; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of “Instructional Aides”.

“Licensed Collateral” shall mean Connexus® and all technology, programs, services, and materials hosted thereon to which Customer is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works to which Customer is granted a right of use (whether in digital, print or both and including third party content contained therein or linked to therefrom), and all Connections Education LLC trademarks.

“Marketplace” shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

“Public Information Campaigns” or “PIC” shall mean such activities as marketing and outreach efforts by offline medial advertising, online advertising, direct mail, telephone calls, traditional public relations, and other advertising efforts, as well as online and in person information sessions, managing social media messaging, etc.

“Performance Review” shall have that meaning ascribed to it in Section 9 of the Agreement.
“Privacy Policy” means that certain statement of Connections’ practices for handling personally identifiable and non-personally identifiable information gathered by Connections through Connexus® or any web site maintained by Connections from time to time.

“Program Guide” shall have that meaning ascribed to “Curriculum Guide,” defined above.

“School Calendar” shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. Connections will provide Educational Products and Services on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under the Commonwealth of Pennsylvania. The School Calendar for each Academic Year is subject to the prior approval of the Board of Trustees, taking into account all reasonable comments and suggestion by Connections, and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

“SDR” means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through Connexus® or otherwise.

“Services” means any service provided by Connections to Students, including therapeutic or educational services, under the terms of the Agreement between the School and Connections.

“Special Education Director” is that person employed to oversee the Special Education Services per Section 4.c.v. It is the Special Education Director’s responsibility to keep informed of (and to inform Connections of) any state legislative or regulatory enactments that impact the provision of Special Education Services, as well as to supervise the special education Teachers and implement a Connections approved model for special education instruction.

“Special Education Protocols” shall mean the policies, procedures and protocols developed by Connections that, if adopted by the Board of Trustees, will govern the provision of Special Education Services and shall, at minimum comply with applicable state and federal law requirements.

“Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.

“Special Needs Students” shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”) or Section 504 of the Federal Rehabilitation Act of 1973.

"Student" means any person actively enrolled in the School.
“Student Records” shall mean those “educational records,” as defined in subsection (a)(4)(A) of FERPA (as defined above), which the School or Connections is required to retain in accordance with state law.

“Teacher” means any and all educators (including Connections Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of this Agreement and the Charter.

“Term” shall have that meaning set forth in Section 18.

“Terms of Use” means certain rules governing how Authorized Users may and may not use Connexus® and any Content and Instructional Materials accessible through Connexus®. The most current version is located at https://www.Connexus®.com/public/termsofuse.html

“Website” means the Connections website with the URL http://www.connectionsacademy.com/home.aspx and any subpages connected thereto.
## Fee Schedule

### Upfront Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum and Instructional Support Services</td>
<td>$425</td>
<td>Charged per student at time student becomes eligible for billing to districts/state</td>
</tr>
<tr>
<td>Enrollment/Placement/Student Support Services</td>
<td>$525</td>
<td>Charged per student at time student becomes eligible for billing to districts/state</td>
</tr>
<tr>
<td>Student Technology Assistance Services</td>
<td>$400</td>
<td>Charged per student at time student becomes eligible for billing to districts/state</td>
</tr>
</tbody>
</table>

### Monthly Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum and Instructional Support Services</td>
<td>$130</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Student Connexus License</td>
<td>$70</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Student Technology Assistance Services</td>
<td>$63</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Enrollment/Placement/Student Support Services ¹</td>
<td>$30</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>School Operations Support Services</td>
<td>$65</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>School Business Support Services ¹</td>
<td>$16</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Special Ed Program Support Services</td>
<td>$190</td>
<td>Charged per each student on an IEP at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Professional Development Services</td>
<td>$125</td>
<td>Charged monthly for each employee employed at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>School Staff Support Services</td>
<td>$435</td>
<td>Charged monthly for each employee employed at the end of the month - maximum of 9 months for a full school year</td>
</tr>
</tbody>
</table>

¹ The Monthly Fees for "Enrollment/Placement/Students Support Services" and "School Business Support Services" are waived in their entirety for the first year of operation.

### Fixed Fee Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Support Services</td>
<td>$25,000</td>
<td>Charged per Location</td>
</tr>
</tbody>
</table>

### END OF FEE SCHEDULE

If the Board of Trustees requests Connections to act as a pay agent for other products or services, Connections will be reimbursed at cost (i.e., with no markup or profit added). Examples would include:

- Office Supplies and Postage
- Copiers/Reproduction
- Student Technology Support Stipend Payment Reimbursement
- Student Testing and Assessment
- Staff Recruiting
- Staff Training/Professional Development
- Travel and Conferences
- Maintenance and Repair
- High Speed Internet, Phone, Facility Operating Expense
- Office Rent
- Other School Operating Expenses Shown in the Budget

**Note:** Items under Student Technology Assistance Services and Curriculum and Instructional Support Services are provided to the school and its students for use during the school year. They remain the property of Connections Academy of Pennsylvania and/or its vendors.
APPENDIX O
BOARD LETTER REGARDING PROVIDER SELECTION
February 9, 2016

Steven Carney, Special Assistant
Charter School Office
Pennsylvania Department of Education
333 Market Street, 10th Floor
Harrisburg, PA 17126-0333

Re: Selection of Connections Education LLC through its subsidiary Connections Academy of Pennsylvania LLC as Management Organization and Curriculum Provider for Reach Cyber Charter School

Dear Mr. Carney:

I am the President of the Founding Board of Reach Cyber Charter School. Our Founding Board decided that we would like to bring a K-12 statewide cyber school with a STEM focus to Pennsylvania that will meet the educational needs of students who, for a variety reasons, are not being served by the education program currently available through their traditional brick-and-mortar school.

As a fledging cyber charter school, we would lack the technical expertise and resources to establish or operate a K-12 cyber school without significant assistance. Thus, our Board determined that it is necessary to contract with a vendor to meet Reach’s needs. This letter explains our board has selected Connections Education LLC through its subsidiary Connections Academy of Pennsylvania LLC (collectively “Connections”) as the provider that meets the requirements for the statewide cyber school that Reach is establishing.

In order to meet the educational needs of our students, the Founding Board determined that we required a quality curriculum that was designed to meet best practices in cyber education, that offered accredited courses, and whose courses were approved by the National Collegiate Athletic Association (NCAA) for our high school offering. To support that educational program, the curriculum provider also needs to be able to provide training for our teachers in not only teaching in the cyber environment, but also supporting and retaining high quality teaching staff.

As the Founding Board of Reach, we have investigated our options for the provision of services including administrative support, educational services, equipment, and educational products and platforms that will allow Reach to operate. Reach intends to operate as a K-12 statewide cyber school with the capacity to serve up to approximately 4,500 students annually during the first term of its charter (by Year 5). Our investigation into our options included guidance from our Board Counsel, Patricia A. Hennessy, of Conrad O’Brien.
As part of its investigation, the Founding Board focused on contracting with providers of an accredited cyber education program that have (i) the capability to deliver a cyber education program easily utilized by teachers, parents, and students alike; (ii) a reliable and secure technology platform and infrastructure, (iii) the ability to provide assistance to the Board in staffing the education program with highly qualified teachers, administrative staff, and support staff; (iv) the capacity to provide the school with sufficient resources to support the effective delivery of the education program, and (v) a demonstrated success academically with both high-performing learners as well as struggling students.

The Founding Board desires to contract with a cyber education provider with the reputation, experience, and capacity to resource, staff, and support a fully functioning K-12 statewide cyber school. The Founding Board would like a provider that has demonstrated the ability to achieve Reach’s mission of “helping each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program through flexible pacing and 21st Century Learning including STEM opportunities.”

Operationally, we required that the provider offer services for enrollment, placement of students in a cyber environment (given the statewide nature of this endeavor), as well student data and reporting functions. The provider had to possess a robust technology infrastructure and the ability to support disadvantaged families. The Board also wants a provider capable of distributing computers and equipment.

There are two vendors in the national marketplace that we examined as well as a large provider located in Pennsylvania. Each of those providers generates curriculum and other specific service options, including technology infrastructure. One vendor is not currently operating a public cyber charter school in Pennsylvania (but is providing curriculum and other items). After considering that option and of another large provider, Reach has determined it is not interested in those particular providers.

The other national provider we considered is Connections. After spending considerable time in reviewing the national experience of Connections, its curriculum, and infrastructure, the Founding Board concluded that Connections is best able to provide the quality cyber education experience that Reach wishes to provide students. Connections is the best option for our Board and school as it is a national leader in the development and delivery of K-12 cyber education programming. Connections can deliver the quality education experience that the Founding Board set out to achieve when applying for the ability to operate a statewide K-12 cyber charter school.

Connections’ curriculum, coupled with its education management system, will help teachers, students, and caretakers thrive in the cyber classroom. The Connections program is accredited by AdvancED, the national accreditation commission representing 32,000 public and private schools, districts, and education corporations across the United States and in 65 countries worldwide. AdvancED accreditations are recognized by the United States Department of Education and the Council for Higher Education Accreditation. Connections will provide Reach’s students with a wide catalog of courses that meets Pennsylvania Academic Standards, as well as National Collegiate Athletics Association (NCAA) Eligibility Center initial eligibility requirements.
Our Founding Board believes Connections’ involvement in the day-to-day operation of the school is critical to Reach being able to deliver the high quality education program expected.

It is the Founding Board’s belief that teaching in a cyber environment requires a different skill set than teaching in a brick-and-mortar environment. Connections has 13+ years of experience in hiring and evaluating teachers and staffing cyber schools. In the 2015-16 school year, Connections is supporting 30 virtual public schools in 26 states and serving more than 65,000 students, including students in Pennsylvania. Each of these schools is supported by administrative and teaching staff recruited and trained by Connections.

For these reasons, the proposed Statement of Agreement requires Connections to provide all the staffing needed to fully and effectively support a statewide cyber school and to conduct/provide all necessary and recommended staff training and supervision. The dollar value of the contract will vary, depending on the number of students enrolled in a given academic year. In addition, the Founding Board has requested that Connections provide ancillary services critical to a high quality education program, including technical support services for students and staff, an online repository for school records, public information campaigns to inform potential students and their caretakers.

Everything described herein is critical to the success of a cyber charter school. While the Board of Trustees maintains ultimate authority over our school, and understands the need to perform our duties as public school Board trustees, we must have “boots on the ground” to connects our students and teachers. Contracting with a source other than Connections would not be feasible or cost-effective. The Founding Board would like to implement these integrated services and the overall Connections education program.

For these reasons, the Founding Board believes contracting with Connections is the best option in order to achieve its mission.

The contract the Founding Board has negotiated with Connections provides for the delivery of an education program unique in nature such that its sole availability is through Connections. Therefore, pursuant to RCW 39.26.010, Connections is the only contractor that is clearly and justifiably the only practicable source to provide the goods and services the Founding Board desires to procure.

Very Truly Yours,

David Taylor,
Board President
Founding Board
Reach Cyber Charter School
APPENDIX P
PRELIMINARY STARTUP AND OPERATING BUDGET

• Budget Narrative
• Budget Forms
• Connections Fee Schedule
• PenServ Letter
BUDGET NARRATIVE

REVENUES

The preliminary startup and operating budget is carefully aligned to the mission of Reach Cyber Charter School (Reach) and demonstrates a school with sound financial planning where resource are invested in activities that support student learning and families and provide resources to educators.

Local revenues were calculated using 2014-2015 rates (as of June 2015), which are the latest available at this time. Due current state funding uncertainties, the Board has prepared a budget assuming a reduction in per pupil state funding of 8% from current levels. If this funding reduction does not materialize, the Board will amend its budget and likely increase instruction-related expenditures and its financial reserve.

Federal revenues were calculated using conservative per pupil rate assumptions. For IDEA funds, a rate of $615 per pupil was used in the budget. Also, we used a Title I rate of $400 and a Title II rate of $50 in the budget.

The advance payment from Connections is an interest-bearing loan anticipated to be repaid in full with interest by the end of the second year of operation. Additional details can be found in the letter from Connections provided in Appendix Q.

EXPENDITURES

Expenditures are based upon reasonable estimates of anticipated expenses. A majority of the school’s expenses will be variable instead of fixed. Budget lines containing an asterisk signify that the service is provided by Connections.

Salary assumptions were determined based upon market research and include incentives for effective performance. Year-round staffing needs were incorporated in the expenditure assumptions.

Employee benefit budget assumptions include health benefits at 20% of salaries, payroll taxes at 9% of salaries and a 10% contribution rates for the 403(b) Plan.

The Curriculum and Instructional Support Services* expense was calculated using the Connections Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- Core Curriculum
- Elective Courses
- CTE Courses
- Clubs & Activities
- Talent Networks
- Gift & Talented Networks
- Advanced Placement (AP) Courses
- Supplemental Instructional Support Programs
Student Technology Assistance Services* expenditures were calculated using the Connections Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:
- Student Instructional Technology and Software

**STEM Programmatic Expenses** are budgeted to cover expenses related to the STEM-focused opportunities this unique school will offer.

**Student Testing and Assessment** expenditures are budgeted to cover the expense of administering state assessments in multiple locations throughout Pennsylvania.

**Extracurricular Activities** expenses were budgeted to provide financial support to students who wish to participate in these activities.

The **Student Connexus License** expense was calculated using the Connections Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:
- Connexus Education Management System (EMS)
- LiveLesson (Online Classroom)

**Student Printers** expenses cover the printers that each household will be eligible to use.

The **Student Technology Support Reimbursement** expense covers the reimbursement that Reach families will receive for the full cost of Internet service and ink cartridges. Budgeted reimbursements range from $40 - $60 per month and the budgeted expense takes into account the students who are enrolled during the summer months.

The **Special Ed Program Support Services** expense was calculated using the Connections Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:
- Special Education Protocol Development
- Special Education Training and Professional Development
- Special Education Oversight and Compliance Support
- IEP Management Software and Support
- Assistive Technology Procurement
- Special Education Service Provider Coordination
- Accessibility Support
- 504 Plan Guidance
- At-Risk Population Support Services
- Homeless and Migrant Support
- School Counseling Support
- Gifted Program Support
- ELL Support (provided by ESOL/TESOL certified leaders and teachers)
Special Education Direct Services expenditures were budgeted to cover the related services that will be provided in accordance with Part B of the IDEA.

The School Staff Support Services* expense was calculated using the Connections Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- Human Resources Support
- Staff Instructional Technology and Software

The Professional Development Services* expense was calculated using the Connections Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- Professional Development and Training

The Staff Training/Professional Development budgeted expense is in addition to what will be provided by Connections.

Travel and Conferences expenses, by Reach staff, were budgeted to increase as the school’s enrollment grows.

The Enrollment/Placement/Student Support Services* expense was calculated using the Connections Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- Outreach Support
- Enrollment Services
- Academic Placement Services
- Student Support Services (Family Communications Coordinators)
- Student Records Management

The School Operations Support Services* expense was calculated using the Connections Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- School Launch Support
- School Oversight
- School Leader Support and Development
- Accreditation Support
- Research and Analysis
- School Handbook Support
- External Reporting Support
- State Testing Support
- Accountability Support
• Grant Identification, Writing and Administration
• General Board Support
• Governance Training
• Purchasing Support

The **Staff Recruiting** expense covers recruiting expenses in addition to what will be provided by Connections.

**Legal Services, D&O Insurance, Board Related Expenses, and Dues**, are budgeted to remain flat across the operating years.

**Office Supplies, Office Postage, and Copier/Reproduction** expenditures are variable and were budgeted to increase as the school grows.

**Contracted Pupil Health Support** cover expenses related to school health services and school nursing services.

The **School Business Support Services** expense was calculated using the Connections Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes:

- School Financial Services
- Federal Programs Support
- Payroll
- Accounts Payable
- Cash Flow Protection
- School Business Support
- Internet Reimbursement Management and Payment Processing

The budgeted **External Audit** expenditure will cover the cost of an independent CPA firm and the expense is expected to remain flat across the operating years.

The **Internal Reporting, Budgeting and Audit** expenditure was calculated using pricing found in Appendix W and covers the services as described.

The **PDE, Federal Grant, and Tax Reporting** expenditure was calculated using pricing found in Appendix W and covers the services as described.

The **District Billing Services** expenditure was calculated using pricing found in Appendix W and covers the services as described.

**Banking Fees** are expected to remain flat across the operating years.

**Office Rent (including utilities)** expected to remain flat across the operating years.

**Satellite Facilities Rent (including utilities)** was budgeted at $50,000 annually per location.
Facility Support Services* expense was calculated using the Connections Fee Schedule included as part of Appendix N and also in this Appendix P.

Includes the following products/services:

- Systems Administration
- Telecommunications Support
- Networking & Internet Connectivity
- MIS Help Desk
- Facilities Support Services
- Insurance/Risk Management Support

Maintenance and Repair was budgeted at $5,000 annually per location.

High Speed Internet and Telephone expenses are variable and were budgeted to increase as the school grows.

The Depreciation – Furniture and Equipment expenditures were calculated at an annual rental fee of 1/5th of the purchase price. As described in Section 12 of the Statement of Agreement (Appendix N), Reach may purchase the furniture and equipment from Connections at any time at a cost equal to its depreciated basis.

Interest and Principal expenditures are related to the advance from Connections and as described herein. Additional details can be found in the letter from Connections provided in Appendix Q.
### Reach Cyber PDE 2028 Budget

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Start Up</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
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<td>16,356,673</td>
<td>27,261,122</td>
<td>38,165,570</td>
<td>49,070,019</td>
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<td><strong>Total State Sources</strong></td>
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</tr>
<tr>
<td><strong>Federal</strong></td>
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<tr>
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<td>312,000</td>
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<td>728,000</td>
<td>936,000</td>
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<tr>
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<td>65,000</td>
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<tr>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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### Revenues

**Local**

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<th>Description</th>
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<th>Fiscal Year 2018</th>
<th>Fiscal Year 2019</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2021</th>
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**State Sources**

**Federal**

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<th>Account Code</th>
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**Other Financing Sources**

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<td>Total Local</td>
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<td>49,070,019</td>
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**Total REVENUES**

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<th>Fiscal Year 2018</th>
<th>Fiscal Year 2019</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2021</th>
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<tbody>
<tr>
<td>3000,000</td>
<td>5,618,424</td>
<td>16,855,273</td>
<td>28,092,122</td>
<td>39,328,970</td>
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### EXPENDITURES

**Instruction**

**Regular Instruction Programs**

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<thead>
<tr>
<th>Account Code</th>
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<th>Fiscal Year 2018</th>
<th>Fiscal Year 2019</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2021</th>
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<td>55,000</td>
<td>55,000</td>
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<tr>
<td>300</td>
<td>Purchased Professional &amp; Technical Services</td>
<td>315,000</td>
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<td>500</td>
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**Special Instruction Programs**

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<tr>
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<th>Fiscal Year 2019</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2021</th>
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<tbody>
<tr>
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<td>88,000</td>
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<tr>
<td>200</td>
<td>Personnel Services - Employee Benefits</td>
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<tr>
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**Support Services**

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<th>Fiscal Year 2018</th>
<th>Fiscal Year 2019</th>
<th>Fiscal Year 2020</th>
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<tbody>
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### Support Instructional - Staff

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<th>Amount</th>
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</thead>
<tbody>
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### Support Services Administration

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<tr>
<td>Staff Recruiting</td>
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### Total Administration

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<tbody>
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<td>87,746</td>
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<td>7,087,755</td>
<td>9,031,290</td>
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### Purchased Professional & Technical Services

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<th>Category</th>
<th>Amount</th>
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<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
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<tbody>
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### Total Purchased Professional & Technical Services

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<th>Amount</th>
<th>Amount</th>
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<tbody>
<tr>
<td>87,746</td>
<td>921,633</td>
<td>3,061,479</td>
<td>5,085,910</td>
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### Pupil Health

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### Total Pupil Health

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<td>75,600</td>
<td>126,000</td>
<td>176,400</td>
<td>226,800</td>
</tr>
<tr>
<td>Total Business</td>
<td>0</td>
<td>168,330</td>
<td>465,530</td>
<td>690,530</td>
<td>904,655</td>
<td>1,109,405</td>
</tr>
</tbody>
</table>

### Total Business

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>168,330</td>
<td>465,530</td>
<td>690,530</td>
<td>904,655</td>
<td>1,109,405</td>
</tr>
</tbody>
</table>

### Operation and Maintenance of Plant Services

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Rent (including utilities)</td>
<td>27,000</td>
<td>108,000</td>
<td>108,000</td>
<td>108,000</td>
<td>108,000</td>
<td>108,000</td>
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<tr>
<td>Satellite Facilities Rent (including utilities)</td>
<td>0</td>
<td>0</td>
<td>50,000</td>
<td>100,000</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Facility Support Rent &amp; Service*</td>
<td>0</td>
<td>25,000</td>
<td>25,000</td>
<td>50,000</td>
<td>75,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Maintenance and Repair</td>
<td>0</td>
<td>5,000</td>
<td>5,000</td>
<td>10,000</td>
<td>15,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Total Operations and Maintenance of Plant Services</td>
<td>37,000</td>
<td>238,000</td>
<td>248,000</td>
<td>368,000</td>
<td>468,000</td>
<td>578,000</td>
</tr>
</tbody>
</table>

### Total Operations and Maintenance of Plant Services

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>147,222</td>
<td>1,639,124</td>
<td>4,754,532</td>
<td>7,528,414</td>
<td>10,366,671</td>
<td>13,137,243</td>
</tr>
</tbody>
</table>

### Total Support Services

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>7,528,414</td>
<td>10,366,671</td>
<td>13,137,243</td>
</tr>
</tbody>
</table>

### Total Expenditures

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>196,915</td>
<td>5,530,885</td>
<td>16,572,310</td>
<td>26,755,118</td>
<td>37,514,988</td>
<td>48,314,601</td>
</tr>
</tbody>
</table>

### Debt Service / Other Expenditures and Financing Uses

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>0</td>
<td>0</td>
<td>39,899</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Principal</td>
<td>0</td>
<td>0</td>
<td>300,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Debt Service / Other Expenditures and Financing Uses</td>
<td>0</td>
<td>0</td>
<td>39,899</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Total Other Expenditures and Financing Uses

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
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<td>26,755,118</td>
<td>37,514,988</td>
<td>48,314,601</td>
</tr>
</tbody>
</table>

### Net Income

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>103,089</td>
<td>87,539</td>
<td>262,863</td>
<td>1,337,004</td>
<td>1,813,982</td>
<td>2,251,218</td>
</tr>
</tbody>
</table>

### Fund Balance

<table>
<thead>
<tr>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>103,089</td>
<td>190,624</td>
<td>473,587</td>
<td>1,810,591</td>
<td>3,624,573</td>
<td>5,875,791</td>
</tr>
</tbody>
</table>
## Connections Academy of Pennsylvania, LLC
### Fee Schedule

**Upfront Fees**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum and Instructional Support Services</td>
<td>$425</td>
<td>Charged per student at time student becomes eligible for billing to districts/state</td>
</tr>
<tr>
<td>Enrollment/Placement/Student Support Services</td>
<td>$525</td>
<td>Charged per student at time student becomes eligible for billing to districts/state</td>
</tr>
<tr>
<td>Student Technology Assistance Services</td>
<td>$400</td>
<td>Charged per student at time student becomes eligible for billing to districts/state</td>
</tr>
</tbody>
</table>

**Monthly Fees**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curriculum and Instructional Support Services</td>
<td>$130</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Student Connexus License</td>
<td>$70</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Student Technology Assistance Services</td>
<td>$63</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Enrollment/Placement/Student Support Services ¹</td>
<td>$30</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>School Operations Support Services</td>
<td>$65</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>School Business Support Services ¹</td>
<td>$16</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Special Ed Program Support Services</td>
<td>$190</td>
<td>Charged per each student enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>Professional Development Services</td>
<td>$125</td>
<td>Charged per each employee enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
<tr>
<td>School Staff Support Services</td>
<td>$435</td>
<td>Charged per each employee enrolled at the end of the month - maximum of 9 months for a full school year</td>
</tr>
</tbody>
</table>

¹ The Monthly Fees for "Enrollment/Placement/Students Support Services" and "School Business Support Services" are waived in their entirety for the first year of operation.

**Fixed Fee Services**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Support Services</td>
<td>$25,000</td>
<td>Charged per Location</td>
</tr>
</tbody>
</table>

**END OF FEE SCHEDULE**

If the Board of Trustees requests Connections to act as a pay agent for other products or services, Connections will be reimbursed at cost (i.e., with no markup or profit added). Examples would include:

- Office Supplies and Postage
- Copiers/Reproduction
- Student Technology Support Stipend Payment Reimbursement
- Student Testing and Assessment
- Staff Recruiting
- Staff Training/Professional Development
- Travel and Conferences
- Maintenance and Repair
- High Speed Internet, Phone, Facility Operating Expense
- Office Rent
- Other School Operating Expenses Shown in the Budget

**Note:** Items under Student Technology Assistance Services and Curriculum and Instructional Support Services are provided to the school and its students for use during the school year. They remain the property of Connections Academy of Pennsylvania and/or its vendors.
February 19, 2016

Reach Cyber Charter School
Attn: David Taylor
Governor's Plaza North
2101 North Front Street
Harrisburg, PA 17110-1086

Dear Mr. Taylor,

PenServ Plan Services, Inc. is a national pension design and consulting firm with offices in Horsham, Pennsylvania and West Columbia, South Carolina. PenServ specializes in providing retirement plan products, support services and training programs to financial organizations and practitioners across the nation.

In a joint initiative between the Technical and Plan Administration divisions, PenServ has been working with charter schools all throughout Pennsylvania for more than 3 years, and has helped over 80 employers design a PSERs alternative plan to meet their needs and objectives.

We have experienced great success working with PSERs in the approval phase, and continue to enhance our administrative services to ensure participant satisfaction as well as regulatory compliance.

It is our goal to assist you, and we look forward to submitting a PSERs Alternative Plan for Reach Cyber Charter School.

Sincerely,

Susan D. Diehl, CPC, QKA, ERPA
President PenServ Plan Services, Inc.
APPENDIX Q
ASSURANCES LETTER
February 23, 2016

Dear Reach Cyber Charter School Board of Trustees:

Assuming that the charter for Reach Cyber Charter School ("School") is granted and that our partnership is formalized, please consider this letter a commitment from Connections Education LLC on behalf of its subsidiary, Connections Academy of Pennsylvania, LLC, to perform the following functions:

- Provide technical assistance, including grant-writing support to pursue and secure Federal Charter School Grant Funds and other grant support to cover the School’s start-up and early implementation costs.

- Offer an interest-bearing loan to the School for any start-up and early implementation expenses not covered by grant funds. The School will repay these funds with interest calculated annually using the prime rate as reported by the Wall Street Journal’s bank survey plus 1.00% (e.g., if the prime rate is 3.25%, the loan interest rate would be 4.25%) when it has the resources to do so, ideally within the first three years of operation.

We assure you and your authorizer that the School will have sufficient funds to launch and start operations before beginning to receive per-student funding.

Sincerely,

Ted Ochs
COO and CFO
APPENDIX R
LETTER OF INTENT TO LEASE
LETTER OF INTENT TO LEASE

Date: January 27, 2016,

Landlord: Morgan Manor Residence, Inc.

Tenant: Reach Cyber Charter School

Premises: Approximately 5,000 +/- SF of space
2101 N. Front Street
Building #3
Harrisburg, PA 17110

Term: Five (5) years

Operating Expenses: Included in base rent payment.

Landlord/Tenant Responsibilities:

- A) Heat
- B) Electricity
- C) Water/Sewer
- D) Air Cond.
- E) Real Estate Taxes
- F) Insurance
- G) Structural Repairs
- H) Interior Repairs after Occupancy
- I) Trash Removal
- J) Janitorial
- K) HVAC Repair
- L) Snow Removal (Sundays also)**
- M) Parking Lot Maintenance
- N) Roof Repairs

If “T” the Tenant is paying separate from the rent. If “L” the Landlord is paying.

Lease Commencement: August 1, 2016.

Rental Commencement: September 1st, 2016

Expiration Date: August 31st, 2021

Base Rent: Base rent will be as follows:

- September 1, 2016 – August 31, 2017: $12.50 PSF
- September 1, 2017 – August 31, 2018: $12.85 PSF
September 1, 2018 – August 31, 2019: $13.20 PSF
September 1, 2019 – August 31, 2020: $13.57 PSF
September 1, 2020 – August 31, 2021: $13.94 PSF

Options: Two (2) – three (3) year options based upon CPI (but no less than the current rent at that time) with six (6) months prior written notice to renew.

Rent Escalations: 3% annually in initial term, CPI for renewal

Janitorial Services: included in base rent

Security Deposit: Amount equal to first month’s rent $4,791.67

Advance Rental: First month’s rent due at lease signing: $4,791.67

Signage: lobby marquee

Use Clause: Office use

Parking: Tenant shall have use of all parking spaces in-common.

Address for Notices:

Phone Number:

Special Clauses: RIGHT OF FIRST REFUSAL. Tenant shall have the Right of First Refusal on all contiguous space that becomes available in the Building (including on floors below or above the Premises). Landlord shall notify Tenant of space availability and the terms related thereto, Tenant shall have ten (10) business days to respond, and Tenant shall have thirty (30) days to lease the space. Notwithstanding the foregoing, Landlord shall lease Tenant the space at Fair Market Rent including a tenant improvement allowance.

Termination right: Tenant shall have an ongoing right to terminate this Lease if and only if, absent a default by Landlord, if the School District (and all other applicable governmental bodies having jurisdiction over Tenant or the School) in the State of PA, including their respective assigns or successors, the authorizer of the Tenant’s (including its successors and assigns) or School’s right to operate a school (collectively, the "Authorizer"), suspends, revokes, limits, conditions, fails to renew, or takes any other action so that Tenant’s (including its successors and assigns) or School’s right to operate a school is suspended, revoked, non-renewed, substantially limited or conditioned as to make Tenant’s or School’s business unviable, voided or terminated. Tenant may invoke the right to an early termination of the Lease upon 180 days’ written notice to Landlord and shall pay to Landlord a termination fee equal to the then unamortized amount of any initial tenant
improvements and real estate commissions (amortized over a 60 month period at the rate of 8% per annum) pursuant to an amortization schedule which will be attached as an exhibit to the Lease.

Sublease Provision: Tenant will have the right to sublet the property with Landlord's prior written permission, not to be unreasonably withheld, conditioned or delayed.

Broker(s): Landmark Commercial Realty, Inc. is agent for Landlord. CBRE is agent for Tenant.

Tenant and Landlord have received and reviewed the Consumer Notice adopted by the State Real Estate Commission at 49 PA Code 35.336. The definitions of business relationships and the duties required of licensees as set forth in the Notice are incorporated here as though set forth at length.

This is a proposal only. NOT a binding agreement. Its purpose is to facilitate negotiations pursuant to a formal, binding lease agreement. It is further understood that neither party is bound to the above proposals until said proposals are included into a lease agreement, and said agreement is executed by Landlord and Tenant.

Feb. 2016
Accepted this 9th day of July, 2015

FOR: Reach Cyber Charter School
(Tenant)
BY: David Taylor
ITS: Board President

FOR: Morgan Manor Residences, Inc.
(Landlord)
BY: Galindo P. Cipriano
ITS: President
APPENDIX S
BOARD POLICIES

These are draft policies provided to the Board of Trustees by Board Counsel, Pat Hennessy, and our partner, Connections. These will be used as the basis of school policies and are subject to modification by the Board of Trustees.

If the charter application is approved, these will be modified to reflect Reach Cyber Charter School’s mission and vision and compliance with all Pennsylvania laws and regulations.

To the extent that anything in these policies could be construed to conflict with state and/or federal law, the applicable state and/or federal laws control. These policies are not intended to conflict with charter requirements.

1. Admissions Policy
2. Employment and Clearance Review Policy
3. Enrollment Policy
4. Evaluation and Reevaluation Policy
5. Finance Purchases Subject to Bid
6. Mandatory Reporting
7. Student Anti-Bullying
8. Student Attendance and Punctuality
9. Student CIPA
10. Student Conduct and Discipline
11. Student Disciplinary Exclusions and Hearing
12. Student Truancy Elimination Plan
13. Student Internet Access & Reimbursement Policy
14. Student Technology Policy
Reach Cyber Charter School

Board of Trustees Policy

Admissions Policy

Purpose

The Board of Trustees of the Reach Cyber Charter School recognizes that all resident children in Pennsylvania qualify for admission to Reach Cyber Charter School as follows:

As a cyber charter school, Reach Cyber Charter School shall not discriminate in its admission policies or practices on the basis of intellectual ability, or athletic ability, measures of achievement or aptitude, status as a person with a disability, proficiency in the English language or any other basis that would be illegal if used by a school district.

Reach Cyber Charter School will abide by all applicable federal, state, and local statutes, policies, and guidelines for student enrollment and does not impose enrollment requirements that are inconsistent with these policies and guidelines. These policies and guidelines include compliance with the McKinney-Vento Act regarding homeless students. The school leader or his/her designee shall serve as the liaison for homeless students. Students who meet the definition of homeless shall not be barred from enrolling due to lack of required documents.

As a cyber charter school, Reach Cyber Charter School may limit admission to a particular grade level, a targeted population group composed of at-risk students, or areas of concentration of the school such as mathematics, science or the arts.

As a cyber charter school, Reach Cyber Charter School may establish reasonable criteria to evaluate prospective students, which shall be outlined in Reach Cyber Charter School’s Charter.

If more students apply to Reach Cyber Charter School than the number of attendance slots available in the school, then students must be selected on a random basis from a pool of qualified applicants meeting the established eligibility criteria and submitting an application by the deadline established by Reach Cyber Charter School. However, Reach Cyber Charter School may give preference in enrollment to a child of an individual who has actively participated in the development of the cyber charter school and to siblings of students presently enrolled in Reach Cyber Charter School.

Children from across the Commonwealth of Pennsylvania may enroll on a space-available basis, and the student’s district of residence shall permit the student to attend Reach Cyber Charter School.
The Board of Trustees authorizes Reach Cyber Charter School as follows:

Reach Cyber Charter School will utilize an open enrollment plan to encourage all parents to consider enrolling their children. Any child who is qualified under the laws of Pennsylvania for admission to a public school is qualified for admission to Reach Cyber Charter School.

Applications for student slots must be submitted by a deadline that will be established and made known by Reach Cyber Charter School.

If more students submit applications than can be accommodated by the school’s capacity—class, grade, etc., a lottery will be held to enroll students on a specified date that will be made known to all applicants and their families.

All students whose enrollment forms were filed by the enrollment deadline will be separated by grade. A lottery will only be held for a particular grade level if more applications are received than can be accommodated for that grade level.

Priority for available spaces shall be:

1. Students whose parents actively participated in the development of Reach Cyber Charter School.
2. Students who have at least one sibling currently enrolled in Reach Cyber Charter School.
3. Students who do not fall into paragraphs 1 or 2.

Within ten days after the lottery has been held, a mailing will be sent to all applicants regardless of their status. This status letter will indicate either that the student has been enrolled or that the student has been placed on the waiting list and the student’s place on the waiting list.

The lottery will be conducted at a public board meeting and will be presided over by the President of the Board of Trustees or another member of the Board of Trustees designated for that purpose. A waiting list will be maintained in the order drawn by lot, if needed, for the admission of students at a grade level should space become available during the school year. Students whose applications are received after the deadline will be placed on the waiting list in the order that their applications are received.

Students are allowed to withdraw from Reach Cyber Charter School at any time, upon written notice by the child’s parent or guardian and upon evidence of arrangements at another school. The district of residence will be notified by Reach Cyber Charter School when a student withdraws.
No tests will be administered to students in order to determine eligibility for admission.

Students who have been expelled from another school because their behavior reflected concerns for their personal safety, or for the safety of others, will be reviewed individually and enrollment decisions will be made in full compliance with Pennsylvania law and with the State Board of Education regulations.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENTS.

Adopted this _____________ day of ____________________, 2016

______________________________________
President

______________________________________
Secretary
Reach Cyber Charter School

Board of Trustees Policy

Employment Background Checks and Clearance Policy

The Board of Trustees of the Reach Cyber Charter School ("Charter School") places substantial responsibility for the effective management and operation of the charter school with its administrative, professional and support employees. The charter school is committed to ensuring the safety of the students in its care by employing only those individuals who have demonstrated compliance with the Pennsylvania School Code and the Child Protection statutes.

Pre-Employment Requirements

All applicants for employment at the Reach Cyber Charter School, including student teachers/interns, substitute teachers, and independent contractors and their employees, but excluding employees who do not have direct contact with students, must undergo state and federal background checks. Background checks shall be no more than one (1) year old at the time of application. Administrators shall make and keep a copy of the original background checks. The copy shall include the date copied and the name of the administrator who saw the original.

Direct contact with children is defined as care, supervision, guidance or control of children or routine interaction with children.

Applicants for employment are required to produce five (5) original documents for verification prior to employment:

- Pennsylvania State Criminal History Record (Act 34)
- Child Abuse Report (Act 151)
- Federal (FBI) Criminal History Report (Act 114)
- Arrest / Conviction and Certification Report (Act 24)
- Sexual Misconduct / Abuse Disclosure Release (Act 168)

The charter school shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The charter school may use the information for the purpose of evaluating an applicant’s fitness to be hired or for continued employment and may report the information as permitted by law.
Before the charter school may offer employment to an applicant who would be employed by or in the charter school in a position involving direct contact with children, the charter school shall:

1. Require the applicant to provide:
   - A list, including name, address, telephone number and other relevant contact information of the applicant's:
     2. All former employers that were school entities.
     3. All former employers where the applicant was employed in positions that involved direct contact with children.
   - A written authorization that consents to and authorizes disclosure by the applicant's current and former employers of the information requested under paragraph (2) and the release of related records and that releases those employers from liability that may arise from such disclosure or release of records.
   - A written statement of whether the applicant:
     1. Has been the subject of an abuse or sexual misconduct investigation by any employer, State licensing agency, law enforcement agency or child protective services agency, unless the investigation resulted in a finding that the allegations were false;
     2. Has ever been disciplined, discharged, nonrenewed, asked to resign from employment, resigned from or otherwise separated from any employment while allegations of abuse or sexual misconduct as described in clause (A) were pending or under investigation, or due to an adjudication or findings of abuse or sexual misconduct as described in clause (A); or
     3. Has ever had a license, professional license or certificate suspended, surrendered or revoked while allegations of abuse or sexual misconduct as described in clause (A) were pending or under investigation, or due to an adjudication or findings of abuse or sexual misconduct as described in clause (A).

The charter school will conduct a review of the employment history of the applicant by contacting those employers listed by the applicant above and requesting the information described in the written authorization.

The charter school will check the eligibility for employment or certification status of any applicant for a position involving direct contact with children to determine whether the applicant holds valid and active certification appropriate for the position and is otherwise eligible for employment and whether the applicant has been the subject of public professional discipline.

The charter school will inquire whether the Department of Education has received notification of pending criminal charges against the applicant.
Information received under this section shall not be deemed a public record for the purposes of the act of February 14, 2008 (P.L.6, No.3), known as the "Right-to-Know Law."

Each candidate shall report, on the designated form, arrests and convictions as filed on the form. Candidates shall likewise report arrests and convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may, depending on the nature of the offense, subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.

A candidate shall not be employed until s/he has complied with the mandatory background check requirements for state and federal criminal history and child abuse clearance and the charter school has evaluated the results of that screening process.

A list of the enumerated offenses and employment bans related to class of conviction is attached as Exhibit A.

**Substitute Employees**

For substitute employees, the employment history review required by this section shall be required only prior to the initial hiring of a substitute employee or placement on the charter school's approved substitute list and shall remain valid as long as the substitute employee continues to be employed by the charter school or remains on the charter school's approved substitute list. An employment history review conducted upon initial hiring of a substitute employee by an independent contractor, intermediate unit or any other entity that furnishes substitute staffing services to school entities shall satisfy the requirements of this section. An independent contractor, intermediate unit or any other entity furnishing substitute staffing services to school entities shall comply with the provisions of subsection (i)(3) and (4).

**Independent Contractors**

For employees of independent contractors, the employment history review shall be performed, either at the time of the initial hiring of the employee or prior to the assignment of an existing employee to perform work for the charter school in a position involving direct contact with children. The review shall remain valid as long as the employee remains employed by the same independent contractor, even if assigned to perform work at other school entities.

An independent contractor shall maintain records documenting employment history reviews for all employees as required by law. The charter school shall request all of the required clearances and checks from the independent contractor from which an employee is assigned to perform work. Prior to assigning an employee to perform work for the charter school in a position involving direct contact with children, the independent contractor shall inform the charter school of any instance known to the independent contractor in which the employee:
(i) was the subject of any abuse or sexual misconduct investigation by any employer, State licensing agency, law enforcement authority or child protective services agency, unless such investigation resulted in a finding that allegations are false;
(ii) has ever been disciplined, discharged, nonrenewed, removed from a substitute list, asked to resign from employment, resigned from or otherwise separated from any employment while allegations of abuse or sexual misconduct as described in subparagraph (i) were pending or under investigation, or due to an adjudication or findings of abuse or sexual misconduct as described in subparagraph (i); or
(iii) has ever had a license, professional license or certificate suspended, surrendered or revoked while allegations of abuse or sexual misconduct as described in subparagraph (i) were pending or under investigation, or due to an adjudication or findings of abuse or sexual misconduct as described in subparagraph (i).

The independent contractor may not assign the employee to perform work for the charter school in a position involving direct contact with children where the charter school objects to the assignment after being informed of an instance listed above.

**Miscellaneous**

Nothing in this policy shall prevent Reach Cyber Charter School as a prospective employer from conducting further investigations of prospective employees or from requiring applicants to provide additional background information or authorizations beyond what is required by law nor to prevent it as a former employer from disclosing more information than what is required under this section.

**Delegation of Responsibility**

The Lead School Administrator or designee shall develop administrative guidelines for employment of staff, in accordance with Board policy and state and federal laws and regulations.

The Lead School Administrator or designee shall seek recommendations from former employers and others in assessing the candidate’s qualifications. Recommendations and references shall be retained confidentially and for official use only.

The Lead School Administrator or designee will inventory the date of all existing clearances, establishing an age-tracking system going forward, and prepare notices to employees of the date of expiration.

**Clearances**

Clearances must be obtained every 60 months. Timelines for renewed clearances are based upon the date of each individual clearance.
Persons employed prior to Dec. 31, 2014 are required to obtain updated clearances as follows:

- Within 60 months of the date of the most recent clearance;
- By Dec. 31, 2015, if the clearance is older than 60 months; or
- By Dec. 31, 2015, if they have not received a clearance because they were employed in the same position and were not required to obtain a clearance under prior law.

For individuals that received clearances prior to 2008 and were not required to obtain the FBI clearance, the three required clearances would be obtained consistent with the timeframes above. Therefore, if either of the individual’s Child Abuse and State Police Clearances were obtained within the past 60 months, all three clearances must be obtained within 60 months of the date of the most recent clearance. If all clearances were obtained more than 60 months ago, all three clearances must be obtained by Dec. 31, 2015.

The applicant or employee is responsible for paying the cost of the required clearances.

The charter school will maintain copies of the required information and require the individual to produce the original documents prior to employment or acceptance to serve in any such capacity, except provisional employees for limited periods.

Child abuse history clearance information is confidential and may not be released to other individuals.

Any person who obtained their clearances may transfer or provide services in another capacity within the charter school without submitting new clearances as long as the person’s clearances are current.

Provisional Hiring Period for Employees

Individuals may be employed for a single period, not to exceed 90 days if all of the following conditions are met:

- The applicant has applied for the three required clearances and they provide a copy of the completed forms to their employer.
- The employer has no knowledge of information pertaining to the applicant which would disqualify him from employment.
- The applicant swears or affirms in writing that he is not disqualified from employment pursuant to the grounds for denying employment in § 6344 (c) of the Child Protective Services Law or has not been convicted of an offense of a similar nature to those crimes under the laws or former laws of the United States, or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or under a former law of the Commonwealth.
- The applicant is not permitted to work alone with children and must work in the immediate vicinity of a permanent employee.
To the extent that anything in this policy could be construed to conflict with applicable state and federal laws, the state and federal laws apply.

ADOPTED this day _____ of ____________, 2016

__________________________________________
President

__________________________________________
Secretary
EXHIBIT A

24 P.S. Section 1-111 et seq precludes the employment of individuals who have been convicted of certain enumerated felony offenses

- criminal homicide
- aggravated assault
- stalking
- kidnapping
- unlawful restraint
- rape
- statutory sexual assault
- involuntary deviate sexual intercourse
- sexual assault
- institutional sexual assault
- aggravated indecent assault
- indecent assault
- indecent exposure
- incest
- concealing death of child
- endangering welfare of children
- dealing in infant children
- prostitution and related offenses
- obscene and other sexual materials and performances
- corruption of minors
- sexual abuse of children
- an offense designated as a felony under The Controlled Substance, Drug, Device and Cosmetic Act.
- Luring a child into a motor vehicle or structure
- Sexual intercourse with an animal
- Unlawful contact with a minor
- Solicitation of minors to traffic drugs
- Sexual exploitation of children
- An offense similar in nature to those crimes listed above for which a person was convicted under the laws or former laws of the United States or one of its territories or possessions, another state, the District of Columbia, the Commonwealth of Puerto Rico or a foreign nation, or under a former law of this Commonwealth.

In addition to the lifelong ban as enumerated above, the new criminal background check provision adds a **ten year ban of employment** if the criminal history record indicates that the prospective employee has been convicted of a felony offense of the first, second or third degree (other than the above-cited enumerated offenses). An employee is only eligible for employment ONLY if a period of ten years has elapsed from the date of expiration of the sentence for the offense.
If the conviction is for a misdemeanor of the first degree, the person shall be eligible for prospective employment only if a period of five (5) years has elapsed from the date of expiration of the sentence for the offense.

If the criminal background check reveals that the person has been convicted of more than one offense graded as a misdemeanor of the first degree of driving under the influence of alcohol or a controlled substance, the employee is precluded from employment in a school for three years from the expiration of the sentence from the most recent offense.

In order to comply with any concerns regarding the constitutionality of any ban from employment in a school due to a conviction as discussed in any section above, school entities should continue to apply the employment prohibitions contained in Section 111 of the Pennsylvania School Code on a case-by-case basis, with student safety serving as the paramount consideration.

If a school official may employ such an individual if, after a due diligence investigation of the facts surrounding an offense and in consultation with its legal counsel, concludes in good faith that the application of Section 111 to an individual would violate the Pennsylvania Constitution as interpreted by a Pennsylvania court.

In making this determination, it is critical that a school official carefully consider the nature of the offense as it relates to student safety and the person’s suitability for school employment, when the offense occurred, and the person’s current position.

It is also of utmost importance that school officials document their determination not to apply the statute to the employee or candidate. Documentation must describe the process employed by school officials, their findings, and their analysis as to the constitutionality of applying Section 111 to the employee or candidate. A determination that the application of Section 111 would be unconstitutional as applied to a particular individual must be supported by a written opinion from the school’s legal counsel.

In considering the constitutionality of the application of Section 111 to a particular individual, PDE would expect school officials and their legal counsel to consider several important factors. Primary among the factors is the nature of the particular offense. In particular, school officials should consider whether the nature of the particular crime is such that the individual poses a danger specifically to school students or is otherwise unsuitable for school employment. This factor would be most paramount as to an employee or candidate convicted of a sexual offense, especially an offense involving sexual, physical or verbal abuse against a child.
In addition, school officials to consider the following additional factors:

- The time period that has elapsed since the offense.
- Whether the offense was an isolated single event or was repeated.
- The presence or absence of a subsequent criminal history.
- The nature of the person’s current position and whether the offense bears a relationship to the current position.
- Whether the person was employed at a school when the crime occurred.
- Whether the conduct occurred on the property of a school.
- The employee’s employment record with the school.
- Any evidence of rehabilitation provided by the employee or prospective employee since the conviction for the applicable offense.

NOTE: In considering the nature of the offense, PDE believes that offenses that implicate the safety of children (e.g., sexual, physical or verbal abuse or violence against children) would presumptively necessitate a ban on employment regardless of when the offense occurred.
Reach Cyber Charter School

Board of Trustees Policy

Enrollment Policy

Purpose

The Board of Trustees of Reach Cyber Charter School (“Charter School”) recognizes that its enrollment policy must reflect current requirements of the Pennsylvania Public School Code and 22 Pa. Code, Chapter 11. Therefore, Reach Cyber Charter School, as a public charter school, complies with these enrollment procedures to ensure that both resident and eligible non-residents are promptly enrolled through the policy provisions set forth below.

Entitlement to Education

The Charter School refers to its Student Admission/Process policy by reference. Every child of school age who is a resident of a Pennsylvania school district is entitled to a public school education. Resident students include those residing with their parent(s) and non-resident students living with a Pennsylvania school district resident who is supporting the child gratis and seeking enrollment. After registration to the school, the Charter School will request the required enrollment documentation. Once the required enrollment documentation described below is provided, Charter School must enroll a student and permit them to attend school. A child should be permitted to attend school on the next school day after the day on which the child is presented for enrollment, and in all cases within five (5) business days of Charter School’s receipt of the required documents, if a space exists.

Required Enrollment Documentation

Except when a child is homeless, whenever a child of school age is presented for enrollment by a parent(s), a Pennsylvania school district resident, or any other person having charge or care of the child, Charter School shall require that the following information be documented before enrolling the child and allowing the child to attend school:

1. Proof of the child's age

Any one of the following constitutes acceptable documentation: birth certificate; notarized copy of birth certificate; baptismal certificate; copy of the record of baptism – notarized or duly certified and showing the date of birth; notarized statement from the parents or another relative indicating the date of birth; a valid passport; a prior school record indicating the date of birth.
2. Immunizations required by law

Acceptable documentation includes: either the child’s immunization record, a written statement from the former school district or from a medical office that the required immunizations have been administered, or that a required series is in progress, or verbal assurances from the former school district or a medical office that the required immunizations have been completed, with records to follow.

3. Proof of Residency

Acceptable documentation includes: a deed, a lease, current utility bill, current credit card bill, property tax bill, vehicle registration, driver’s license, or Department of Transportation identification card. While more than one form of residency confirmation may be required, the Charter School should be flexible in verifying residency, and should consider what information is reasonable in light of the family’s situation. See the paragraph on Homeless Students for guidance in that situation. (Also see attached Residency Affidavit.)

4. Parent Registration Statement

A sworn statement attesting to whether the student has been or is suspended or expelled for offenses involving drugs, alcohol, weapons, infliction of injury or violence on school property must be provided for a student to be admitted to any school entity. Charter School may not deny or delay a child’s school enrollment based on the information contained in a disciplinary record or sworn statement. However, Charter School may wait to enroll a student until a current period of expulsion has expired.

5. Home Language Survey

All students seeking first time enrollment in a school shall be given a home language survey in accordance with requirements of the U.S. Department of Education’s Office for Civil Rights. Enrollment of the student may not be delayed in order to administer the Home Language Survey.

Documents Which May Be Requested But Not As a Condition of Enrollment -

Items Which May Be Requested

Although Charter School may ask for any of the information below, Charter School may not require it as a condition of enrolling or admitting a child and a child’s enrollment or attendance may not be delayed until these documents are provided. Among the documents that Charter School may request are: picture identification, health or physical examination records, academic records, attendance records, Individualized Education Program, and other special education records. In addition, a school district may not require that a physical examination be conducted as a condition of enrollment.
Registration Form

A registration form, filled out by families for student enrollment, may include the following: name, address, telephone number, name of parent(s) or guardian(s) or resident adult(s) with whom the student is living, emergency contact information, former school information, and other locally required information. Failure to complete this form will not be made a condition of the student’s enrollment. However, the Charter School will require that the student’s parent or guardian fill out the Charter School Enrollment Notification required for a local school district to process the Charter School’s per pupil allocation.

Documentation Required From Other Sources

Charter School is also entitled by law to receive information on an enrolling student from the previous school, public, charter, nonpublic or private, which the student attended. However, the provision of this information rests with the educational entity and not the family, and so, Charter School, as the receiving local educational agency, will not require this information as a precondition to enrollment and will not delay a student’s admission for lack of this information.

Student Education Records

Upon enrollment, Charter School contacts the student’s former school for a copy of the student’s education records. The former school district or charter school, if within this Commonwealth, is required to respond by forwarding the records within 10 business days of the date upon which a student’s records are requested by Charter School. School districts shall enroll students within 5 business days regardless of receipt of records from the previous districts.

Disciplinary Records

Whenever a pupil transfers to another Pennsylvania school entity or nonpublic school, a certified copy of the student’s disciplinary record shall be transmitted to the school entity or nonpublic school to which the pupil has transferred. The school entity or nonpublic school to which the student has transferred should request the record. The sending school entity or nonpublic school shall have 10 days from receipt of the request to supply a certified copy of the student’s disciplinary record. Failure to receive the student’s discipline record cannot be used to deny or delay the student’s enrollment or school attendance. The school may not deny or delay a child’s school enrollment based on the information contained in a disciplinary record or sworn statement.
Prohibited Requests - Items Which May Not Be Requested

For both enrollment and also for residency determinations, Charter School will not request or require any of the following: a social security number; the reason for a child’s placement if not living with natural parents; a child’s or parent’s visa; agency records; or, except in the limited circumstances described in the next section, a court order or records relating to a dependency proceeding. A child’s right to be admitted to school may not be conditioned on the child’s immigration status. Charter School will not inquire as to the immigration status of a student as part of the admissions process.

Student Classifications for Education Entitlement

• Resident Students and Court Orders or Custody Agreements

Charter School may require a parent/guardian to provide a custody or dependency order when the child is being enrolled at Charter School pursuant to parent relying on court order or custody agreement as the basis for enrollment.

Charter School will not require a custody order or agreement as a condition of enrollment in any circumstances other than the circumstance specified above.

(See attached Affidavit of Custody).

• Students Living With a Resident Adult other than a Parent

When a child is living with an adult other than a parent, who is supporting the child without personal compensation, (gratis) the child may attend the public schools of that adult’s school district, provided that resident makes application and supplies the required enrollment information noted in the section entitled Required Enrollment Documentation. In addition, before accepting the child as a student, Charter School shall require the resident to file only one of the following:

1. A sworn and notarized statement from the resident of the school district indicating that the signer is a resident of the school district, is supporting the child without receiving personal compensation, that the child is living with the resident continuously and not just for the school year, and that the resident will accept all responsibilities relating to the child’s schooling), or

2. Appropriate legal documentation to show dependency or guardianship, which may include a custody order. Charter School may require other information to be submitted by the resident to substantiate the sworn statement. The natural parent(s) or former guardian(s) of the student may not be required to provide information. Once the requested information is provided, Charter School will enroll the child and permit him or
her to begin to attend school without delay, but in no case more than 5 days. (See attached Affidavit of Support), if a space exists pursuant to the school’s Admission Policy

A resident’s receipt of payments, such as Supplemental Security Income (SSI), Transitional Assistance for Needy Families (TANF), pre-adoptive or adoptive support, maintenance on public or private health insurance, support from the military or military personnel or other payments for or on account of the child such as child support, shall not be deemed to be personal compensation or gain.

• Foster Children

While the Public School Code provisions governing nonresident children placed in foster care are not applicable to charter schools pursuant to the Pennsylvania Charter School Law, the Charter School will use such Public School Code provisions for guidance in such situations in conjunction with consultation with the Charter School’s legal counsel.

• Nonresident Children Living in Facilities or Institutions

A child living in a district in which there is located a licensed shelter, group home, maternity home, residence, facility, orphanage or other institution for the care or training of children or adolescents, shall be admitted to that district’s schools if living at or assigned to the facility or institution. If the school district or residence of a child living at or assigned to a facility or institution cannot be determined, but the child is determined to be a resident of the Commonwealth, the child shall be permitted to attend the public schools of the district. This includes a child placed by the child’s resident parents or guardians at a facility or institution and subsequently abandoned or deserted.

• Emancipated Minors

An emancipated minor is a student under the age of 21 who has established a domicile apart from the continued control and support of parents or guardians or who is living with a spouse. The school district in which this student is living is his or her resident school district and the student may enroll at Charter School without any additional assistance from an adult.

• Homeless Students

The Charter School will ensure that each child of a homeless individual and each homeless youth have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth. Homeless students may reside in shelters, hotels, motels, cars, tents or be temporarily doubled-up with a resident family because of lack of housing. In the case of homeless students, traditional concepts of "residence" and "domicile" do not apply. Homeless children and youth lack a fixed, regular, and adequate nighttime residence. Included within the definition of homeless children and youth are those who are "awaiting foster care placement" and ”unaccompanied homeless youth.”
Unaccompanied homeless youth may enroll without documents and without the help of an adult. Unaccompanied homeless youth includes any child who is “not in the physical custody of a parent or guardian.” Falling within this definition are students who have run away from home, been thrown out of their home, or been abandoned or separated from their parents or guardians.

Youth awaiting foster care placement include those who are placed in emergency, interim or respite foster care; kinship care; evaluation or diagnostic centers or placements for the sole purpose of evaluation. When necessary, Charter School administration will consult with the respective county children and youth agencies to determine if a child meets the definition of “awaiting foster care placement”, including, on a case-by-case basis, whether a child who does not clearly fall into one of these categories is nevertheless a child "awaiting foster care placement."

Homeless youth are entitled to immediate enrollments, if a space exists pursuant to the Admissions Policy and their families are not required to prove residency regarding school enrollment. These students are considered residents of the district where they are presently residing, or continue their education in the district of prior attendance.

• Pre-Adoptive and Adoptive Students

The Federal Adoption Assistance Program, among other things, provides for adoption assistance payments to encourage the placement of certain hard-to place children with adoptive parents. Pennsylvania has adopted companion legislation, known as the Adoption Opportunities Act. Children living with pre-adoptive parents who are receiving adoption assistance subsidies, pre-adoptive foster payments, or other payments such as Supplemental Security Income (SSI) or Transitional Assistance for Needy Families (TANF), are entitled to attend school in the school district in which the pre-adoptive parents reside. Notwithstanding receipt of any of the above payments, children living in pre-adoptive situations are considered residents of the school district in which their pre-adoptive parents reside. Children living with adoptive parents are entitled to all free school privileges accorded to resident school children of the respective school district.

• School-Age Children of Military Personnel

When Pennsylvania residents who are military personnel are deployed and their school age children are living with relatives or family friends in a school district for that period of time, the students are entitled to attend school in the school district in which they are residing.
Other Issues Related To Enrollment

• Address Confidentiality Program (ACP)

Some families may enroll a student using an ACP card which lists a post office box as their address. This is their legal address and Charter School will not require additional information about their residence. School records from the student’s former school will be forwarded through the ACP.

• Age

Children are considered school age from the time they are admitted to the public charter school’s educational program until graduation from high school or the age of 21 if identified pursuant to the Individuals with Disabilities Education Act of 2004. The age of admission for the Reach Cyber Charter School is age 5 years and seven months—which age must be obtained before September 1st of the requested school year.

Charter School will not refuse admission to a child who meets the age requirement. Students who turn 21 during the school term are entitled to finish that school term. If a student is under age 21 and has a Graduation Equivalency Diploma (“GED”), the student can enroll in school and work towards a diploma.

For subsidy purposes, students who reach age 21 after the school term begins are eligible to be counted for the entire school term. The Department of Education will accept requests to allow students to be counted in membership for subsidy purposes for an extended school program beyond age 21 if the request includes a hearing officer decision or court order.

• Children and Families with Limited English Proficiency

Children and families with limited English proficiency will be provided translation and interpretation services to the extent needed to help the family understand the enrollment process and enroll the student in school promptly per applicable federal law.

• Twins and Multiple Siblings

While the Public School Code provision governing twins and multiple siblings is not applicable to charter schools pursuant to the Pennsylvania Charter School Law, the Charter School will use the Public School Code provision for guidance in such situations in conjunction with consultation with the Charter School’s legal counsel.
Submitting Enrollment Complaints to the Department Of Education

When a dispute arises regarding enrollment of a student, the person attempting to enroll the child or Charter School may bring the dispute to the attention of the Department’s School Services Unit. A complaint may be filed by mail, email or by phone with written follow up. After receipt of a complaint, a Department representative will contact Charter School, family or other involved parties to determine the facts, whether the child is entitled to enrollment at Charter School and to try to resolve the problem. These contacts, whenever possible, will occur within five (5) days of receipt of the complaint. If the complaint is not amicably resolved, a written determination will be made and sent to Charter School and the individual who filed the complaint.

If Charter School does not enroll the student within five (5) school days after receiving the written determination and space exists pursuant to the school’s Admissions Policy, the Department will issue a letter to Charter School requesting its position on the situation. Charter School will have five (5) school days to respond to the request. If Charter School refuses to enroll the student or does not respond, the matter will be forwarded to the Department’s Office of Chief Counsel (OCC). The OCC and the Deputy Secretary for Elementary/Secondary Education will determine if Charter School’s response is valid to deny enrollment. If not, the Deputy Secretary will determine what additional measures may be necessary to assure enrollment.

Written Policies

Charter School’s written policy on student admission is a public record and will be posted to the school’s website.

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 ____________________, 2016

______________________________________
President

______________________________________
Secretary
Reach Cyber Charter School

Board of Trustees Policy

Evaluation and Reevaluation Policy

In accordance with applicable state and federal regulations, the Board of Trustees of the Reach Cyber Charter School (“Charter School”) recognizes that in order to properly identify a student as eligible, the Charter School must have a process and procedures in place and therefore, directs as follows:

That the Charter School adopts this policy which sets forth procedural requirements for Evaluations and Reevaluations which are necessary to identify specific learning disabilities in accordance with its application for charter. To determine that a child has a specific learning disability, the Charter School shall address whether the child does not achieve adequately for the child’s age or meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and scientifically based instruction appropriate for the child’s age or State-approved grade-level standards:

(i) Oral expression.

(ii) Listening comprehension.

(iii) Written expression.

(iv) Basic reading skill.

(v) Reading fluency skills.

(vi) Reading comprehension.

(vii) Mathematics calculation.

(viii) Mathematics problem solving.

(2) Use one of the following procedures:

(i) A process based on the child’s response to scientific, research-based intervention, which includes documentation that:

(A) The student received high quality instruction in the general education setting.

(B) Research-based interventions were provided to the student.
(C) Student progress was regularly monitored.

(ii) A process that examines whether a child exhibits a pattern of strengths and weaknesses, relative to intellectual ability as defined by a severe discrepancy between intellectual ability and achievement, or relative to age or grade.

(3) Have determined that its findings under this section are not primarily the result of:

(i) A visual, hearing or orthopedic disability.

(ii) Mental retardation.

(iii) Emotional disturbance.

(iv) Cultural factors.

(v) Environmental or economic disadvantage.

(vi) Limited English proficiency.

(4) Ensure that underachievement in a child suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or mathematics by considering documentation that:

(i) Prior to, or as a part of, the referral process, the child was provided scientifically-based instruction in regular education settings, delivered by qualified personnel, as indicated by observations of routine classroom instruction.

(ii) Repeated assessments of achievement were conducted at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the child’s parents.

The IEP Team, which consists of a group of qualified professionals and the student’s parents, reviews the evaluation materials to determine whether the child is a child with a disability. The Team shall include a certified school psychologist when evaluating a child for autism, emotional disturbance, mental retardation, multiple disabilities, other health impairments, specific learning disability or traumatic brain injury. Other professionals include hearing or visual specialists, a medical doctor, and occupational, physical or speech therapists. The evaluation must include information from the child’s teacher(s), such as the results of informal tests and narrative statements describing the student’s strengths and needs and also verbal and written input from the parent(s) as to the student’s medical, social and academic history and observations from the home.
The initial evaluation shall be completed and a copy of the evaluation report presented to the parents no later than 60-calendar days after the agency receives written parental consent for evaluation, except that the calendar days from the day after the last day of the spring school term up to and including the day before the first day of the subsequent fall school term will not be counted. The evaluator shall prepare and sign the full report of the evaluation containing information such as: a clear explanation of the testing and assessment results; a complete summary of all test scores, including, for all standardized testing administered, all applicable full scale or battery scores, domain or composite scores, and subtest scores reported in standard, scaled, or T-score format; a complete summary of all information obtain or reviewed from sources other than testing conducted by the evaluator; and specified recommendations for educational programming and/or placement, if necessary.

Parents may request an evaluation at any time, and the request must be in writing. The Charter School shall make the Permission to Evaluate form readily available for that purpose. If a request is made orally to any professional employee or administrator of the Charter School, that individual shall provide a copy of the Permission to Evaluate form to the parents within 10-calendar days of the oral request.

Copies of the Evaluation Report shall be disseminated to the parents at least 10 school days prior to the meeting of the IEP Team, unless this requirement is waived by a parent in writing.

Reevaluations

Once the child has been identified as being eligible for special education, the child must be reevaluated to determine whether the child’s needs have changed. A Reevaluation must be conducted every three years. An exception to this is if a child has mental retardation. For students who have been determined to have mental retardation, reevaluations must occur every two years.

The Reevaluation process begins with a review of existing evaluation data by the IEP Team, which once more includes the parents. The IEP Team shall also include a certified school psychologist when evaluating a child for autism, emotional disturbance, mental retardation, multiple disabilities, other health impairment, specific learning disability and traumatic brain injury.

The information the IEP Team must review includes, but is not limited to, existing evaluation data, evaluations and information provided by the parents, current classroom-based assessments and observations, observations by teachers and services providers, and whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals in the IEP and to participate as appropriate in the general curriculum.
At the end of the review, the IEP Team concludes either that no additional data are needed to determine continued eligibility for special education and related services, or that there is a need for additional data.

When additional data is needed to complete a Reevaluation to determine whether the child continues to be a child with a disability and still in need of special education, Charter School officials must also obtain written permission through a formal Permission to Re-Evaluate form. However, if the Charter School has made “reasonable attempts” to get permission and has failed to get a response, it may proceed with the Reevaluation.

Reasonable attempts must consist of:

- Documented Telephone calls
- Registered (return receipt required) and First Class Mail letters to the parents
- Visits to the home or parents’ place of business

The reevaluation time line will be 60-calendar days, except that the calendar days from the day after the last day of the spring school term up to and including the day before the first day of the subsequent fall school term will not be counted.

Copies of the reevaluation report shall be disseminated to the parents at least 10 school days prior to the meeting of the IEP team, unless this requirement is waived by a parent in writing.

All evaluations (whether an initial evaluation or a reevaluation) needed to determine a child’s eligibility for special education services must be provided by the Charter School at no charge to the parents. If a child needs special education, the special programs and related services as determined by the IEP Team will be provided free by the Charter School.

The Lead School Administrator or his/her designee is directed to implement all procedures in accordance with 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 ____________, 2016

__________________________________________
President

__________________________________________
Secretary
Reach Cyber Charter School

Board of Trustees Policy

Purchases Subject to Bid Policy

Purpose
It is the policy of the Board of Trustees ("Board") to advertise and obtain competitive bids for products and services where such bids are required by law or where such bids may be believed to bring about a cost saving to Reach Cyber Charter School ("Charter School").

1. All construction, reconstruction, repairs, maintenance or work of any nature upon any school building or upon any school property or upon any building or portion of building, made by Charter School where the entire cost, value, or amount of such construction, reconstruction, repairs, maintenance or work, including labor and material is in excess of Eighteen Thousand Five Hundred Dollars ($18,500.00) shall be done under separate contracts to be entered into by Charter School with the lowest responsible bidder, under proper terms, after due public notice has been given asking for competitive bids.

2. Written or telephonic price quotations from at least three (3) qualified and responsible contractors shall be requested by the Board for all contracts that exceed four thousand dollars ($4,000.00) or, in lieu of price quotations, a memorandum shall be kept on file showing that fewer than three (3) qualified contractors exist in the market area within which it is practicable to obtain quotations. A written record shall be made of these quotations and shall contain the date of the quotation; name of contractor; contractor's representative; the construction, reconstruction, repair, maintenance or work of the quotation. The written price quotations, records or telephonic price quotations and memoranda shall be kept on file for a period of three (3) years.

3. Any construction, reconstruction, repairs or work of any nature, where the entire cost or value, including labor and material, is less than Five Thousand Dollars ($5,000.00) may be performed by Charter School's own maintenance personnel. The Board may authorize the Secretary of the Board or Lead School Administrator to award contracts for construction, reconstruction, repairs or work of any nature, where the entire cost or value, including labor and materials, is Eighteen Thousand Five Hundred Dollars ($18,500.00) or less, without soliciting competitive bids, subject, however, to the provisions set forth above in paragraph number 2.

4. As required by code, every contract for construction, reconstruction, alteration, repair, improvement or maintenance of public works shall comply with the provisions of the Act of March 3, 1978, known as the "Steel Procurement Act."
5. No person, consultant, firm or corporation contracting with Charter School for purposes of rendering personal or professional services to Charter School shall share with any Charter School Board member or employee, and no Charter School Board member or employee shall accept, any portion of the compensation or fees paid by Charter School for the contracted services provided to Charter School except under the following terms and conditions:

   a. Full disclosure of all relevant information regarding the sharing of the compensation or fees shall be made to the Board.

   b. The Board must approve the sharing of any fee or compensation for personal or professional services prior to the performance of said services.

   c. No fee or compensation for personal or professional services may be shared except for work actually performed.

   d. No shared fee or compensation for personal or professional services may be paid at a rate in excess of that commensurate for similar personal or professional services.

6. Charter School is prohibited from evading the provisions of this policy as to advertising for bids or purchasing materials or contracting for services piecemeal for the purpose of obtaining prices under Eighteen Thousand Five Hundred Dollars ($18,500.00).

Responsibility

1. Bid specifications shall be approved by the Board before being published.

   a. The Public School Code requires Charter School to comply with the Pennsylvania Prevailing Wage Act. This Act requires every public entity to ensure that the prevailing wage rates are paid to workers employed on any construction, reconstruction, demolition, alteration, or repair work in excess of Twenty-Five Thousand Dollars ($25,000.00). The prevailing wages, as determined by the Department of Labor and Industry, must be incorporated into the bidding specifications and the final contract for any work that falls under the Pennsylvania Prevailing Wage Act.

   2. The Board recognizes that emergencies may occur when imminent danger exists to persons or property or the continuance of existing school classes is threatened, and time for bidding cannot be provided because of the need for immediate action in accordance with the Pennsylvania School Code. Such emergency must be declared by the Board and stated by resolution at an emergency meeting which does not require public notice pursuant to the Sunshine Act.
3. Whenever a contractor shall submit a bid for the performance of work and the contractor later claims a mistake, error or omission in preparing said bid, the contractor shall, before the bids are open, make known the fact and in such case the bid shall be returned unopened and the contractor may submit a revised bid proposal at the discretion of Charter School or the contractor may lose the right to bid if circumstances as determined by the Board require.

4. Bids shall be opened by the Board Secretary and/or an appointed Board Member at the next regularly scheduled Board Meeting after the closing date of the bids. The Board shall accept the bid of the lowest responsible bidder, kind, quality, and material being equal, but shall have the right to reject any and all bids, or select a single item from any bid.

5. There are exceptions to contracts or purchases which do not require advertising, bidding or price quotations and are set forth at 16 Pa.C.S.A. sec. 1802(h) and include but are not limited to professional service contracts involving professional expertise (ie., medical, legal, architects, engineers, CPAs) and specifically those involving construction management services.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENTS.

ADOPTED this _____ day of ____________, 2016

______________________________
President

______________________________
Secretary
Reach Cyber Charter School

Board of Trustees Policy

Mandatory Child Abuse Reporting Policy

Purpose: Reach Cyber Charter School strives to safeguard the well-being of its students. As a result, this Mandatory Child Abuse Reporting Policy addresses Reach’s employee mandatory reporting obligations when child abuse is suspected; describes what to report; and details how to make a report.

Scope: This policy describes the mandatory child abuse reporting obligation for all employees and this policy applies to all programs, activities or services occurring on the premises of Reach’s facility(ies) and Reach-sponsored activities occurring on or off campus.

For purposes of this policy, the following definitions apply:

A “Minor” or a “Child” means any individual under 18 years of age.

An “Employee,” any individual employed by Reach, and independent contractor of Reach, or any individual who provides a program, activity, or service- sponsored by Reach, whether paid or unpaid.

These individuals include staff and instructional staff members (including faculty), independent contractors, and volunteers of the School.

Basic Reporting Duty

Any Employee, who has reasonable cause to suspect that a student or minor on school property or participating in a school-sponsored activity has been the victim of child abuse shall immediately report the suspected abuse consistent with this policy. This is a mandatory reporting obligation.

Authority: This policy is consistent with requirements of the Pennsylvania Child Protective Services Law (CPSL), which can be found at 23 Pa. Cons. Stat. 6301, et seq.
What Must Be Reported

You must report child abuse you have reasonable cause to suspect. Child abuse, according to the CPSL, means intentionally, knowingly or recklessly doing any of the following:

1. Causing bodily injury to a child through any recent act or failure to act.

2. Fabricating, feigning or intentionally exaggerating or inducing a medical symptom or disease which results in a potentially harmful medical evaluation or treatment to the child through any recent act.

3. Causing or substantially contributing to serious mental injury to a child through any act or failure to act or a series of such acts or failures to act.

4. Causing sexual abuse or exploitation of a child through any act or failure to act.

5. Creating a reasonable likelihood of bodily injury to a child through any recent act or failure to act.

6. Creating a likelihood of sexual abuse or exploitation of a child through any recent act or failure to act.

7. Causing serious physical neglect of a child.

8. Engaging in any of the following recent acts:
   a. Kicking, biting, throwing, burning, stabbing or cutting a child in a manner that endangers the child.
   b. Unreasonably restraining or confining a child, based on consideration of the method, location or the duration of the restraint or confinement.
   c. Forcefully shaking a child under one year of age.
   d. Forcefully slapping or otherwise striking a child under one year of age.
   e. Interfering with the breathing of a child.
   f. Causing a child to be present during the operation of a methamphetamine laboratory, provided that the violation is being investigated by law enforcement.
   g. Leaving a child unsupervised with an individual, other than the child's parent, who the actor knows or reasonably should have known: i. is required to register as a Tier II or III sexual offender; ii. has been determined to be a sexually violent predator; or iii. has been determined to be a sexually violent delinquent child.

9. Causing the death of the child through any act or failure to act.

"Recent" is defined as any act of child abuse committed within the previous two years. Sexual abuse, serious mental injury, serious physical neglect and deaths have no time limit.
How to Make a Report

In the interest of protecting the safety and welfare of a child, any uncertainty about whether reporting is required or whether abuse has actually occurred should always be resolved in favor of making a report. Employees should not investigate, or attempt to obtain proof, or try to solicit information from the child. This responsibility lies with the Pennsylvania Department of Human Services. If the child you would like to report is in immediate danger, please call 911 immediately.

Follow these steps to make an immediate and direct report of suspected child abuse to the Pennsylvania Department of Human Services and to School:

1. SUBMIT AN ONLINE REPORT (preferred method): to the Pennsylvania Department of Human Services at www.compass.state.pa.us/cwis. OR CALL: Pennsylvania’s ChildLine at 800-932-0313 (alternative method). Please Note: If you call ChildLine, you must also submit a written report within 48 hours;

2. CALL: Any employee who makes a report must also report to the Lead School Administrator, who serves as the School’s designee for receiving reports of child abuse reports. The Lead School Administrator will inform the appropriate school officials in order to ensure the safety of the School community.

Upon receiving a report made under this policy, the Lead School Administrator will ensure that a report is made to the Pennsylvania Department of Human Services and local law enforcement by either requiring confirming documentation that the employee has already reported the suspected abuse or by assuming the responsibility and assuming the legal obligation to ensure that a written report is made to the Pennsylvania Department of Human Services. The Lead School Administrator may not make an independent determination of whether to report. If the Lead School Administrator assumes the responsibility, the Lead School Administrator will notify the reporting employee to confirm that the School’s report was made.

Confidentiality of Reports

Reports made directly to the Pennsylvania Department of Human Services’ ChildLine and Abuse Registry can be made anonymously. In order to ensure that the School gives the suspected abuse appropriate and immediate attention, employees are also required to report suspected abuse internally as described above. Reports will be handled with discretion and in cooperation with the Pennsylvania Department of Human Services and local authorities.

Non-Retaliation

Any person who makes a good faith report of child abuse must not be subjected to retaliation in any form. Retaliation will be considered a violation of School policy and will result in serious disciplinary action, up to or including dismissal.
Immunity from Liability

Under the Pennsylvania CPSL, any person who makes a good faith report of child abuse or who participates in a subsequent investigation in good faith will have immunity from civil and criminal liability that might otherwise result from such actions.

Failure To Report

A failure by an employee under this policy to report suspected child abuse is a violation of this policy and may result in disciplinary review. Also, criminal penalties exist for a mandated reporter, as defined by the Pennsylvania CPSL, who willfully fails to report child abuse. The penalties can range from a misdemeanor up to a felony.

Under the Pennsylvania CPSL (23 Pa. Cons. Stat. 6301, et seq.), the following adults are considered mandated reporters and are required to report suspected child abuse if they have reasonable cause to suspect that a child is a victim of child abuse:

- A person licensed or certified to practice in any health-related field under the jurisdiction of the Department of State.
- A medical examiner, coroner or funeral director.
- An employee of a health care facility or provider licensed by the Department of Health, who is engaged in the admission, examination, care or treatment of individuals.
- A school employee.
- An employee of a child-care service who has direct contact with children in the course of employment.
- A clergyman, priest, rabbi, minister, Christian Science practitioner, religious healer or spiritual leader of any regularly established church or other religious organization.
- An individual paid or unpaid, who, on the basis of the individual’s role as an integral part of a regularly scheduled program, activity or service, accepts responsibility for a child.
- An employee of a social services agency who has direct contact with children in the course of employment.
- A peace officer or law enforcement official.
- An emergency medical services provider certified by the Department of Health.
- An employee of a public library who has direct contact with children in the course of employment.
- An individual supervised or managed by a person listed above, who has direct contact with children in the course of employment.
- An independent contractor who has direct contact with children.
- An attorney affiliated with an agency, institution, organization or other entity, including a school or regularly established religious organization that is responsible for the care, supervision, guidance or control of children.
- A foster parent.
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 ____________, 2016

___________________________________
President

___________________________________
Secretary
Reach Cyber Charter School

Board of Trustees Policy

Anti-Bullying Policy

Purpose

The Board of Trustees (“Board”) of Reach Cyber Charter School (“Charter School”) recognizes the importance of providing all students and employees with a safe school and learning environment in order to promote the educational process. The Board has determined that a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Bullying and cyberbullying, like other disruptive or violent behaviors, is conduct that disrupts both a student’s ability to learn and Charter School’s ability to safely educate its students in a safe environment. Therefore, in order to ensure and promote a safe learning environment, it shall be the policy of Charter School to maintain an educational environment that is intolerant of bullying and cyberbullying in any form.

Since students learn by example, school administrators, faculty, staff and volunteers are directed to demonstrate appropriate behavior, treat others with civility and respect and to refuse to tolerate bullying and cyberbullying. This policy pertains to all students and staff, regardless of their status. This policy also applies to all students and staff whose conduct out of school materially and substantially interferes with the educational process at Charter School.

Definitions

Bullying and Cyberbullying are defined as an intentional electronic, written, verbal or physical act, or a series of acts:

1. directed at another student or students;
2. which occurs in a “school setting”, or occurs outside of school and Charter School reasonably forecasted that the outside-of-school conduct would materially interfere with or substantially disrupt the educational process or program in the school, and the outside-of-school conduct does in fact materially interfere with or substantially disrupt the educational process or program in the school;
3. that is severe, persistent or pervasive; and
4. that has the effect of doing any of the following:
   • substantially interfering with a student’s education;
   • creating a threatening environment; or
   • substantially disrupting the orderly operation of the school.
Bullying and cyberbullying shall encompass acts that occur outside a school setting if those acts meet the requirements found in (1), (3) and (4) listed above.

**School Setting** shall mean in Charter School, on Charter School grounds, on Charter School property, using Charter School equipment and technology, on Charter School’s server or Charter School’s electronic, web-based, Internet or online programs, in Charter School vehicles, at designated bus stops or at any activity sponsored, supervised or sanctioned by Charter School and any time spent necessarily traveling to and from these locations. Additionally, any student whose out of school conduct materially interferes with or substantially disrupts the educational process in the school is also subject to this policy.

**Cyberbullying**

Cyberbullying is often seen by sending harmful or cruel material, text messages and/or images or engaging in other forms of social aggression and bullying using the Internet, cell phones, personal digital assistants (“PDAs”) or other technology resources.

All students, staff, volunteers and contractors shall comply with Charter School’s Acceptable Use and Internet Safety Policy, which is required under the Children’s Internet Protection Act (“CIPA”), and review Charter School’s Social Media and Networking Guidelines Policy when using any technology resources.

Cyberbullying via the Internet is seen through the use of any one or more of a number of methods, including, but not limited to:

- Email sent to the intended victim;
- Blog entries regarding the intended victim;
- Posts on social networking websites, including, but not limited to, Facebook, Instagram, SnapChat, or MySpace;
- Posting victim’s pictures on the Internet or networking websites with derogatory phrases or questions attached to them;
- Using instant messaging tools to harass victims;
- Creating an Internet parody of the intended victim;
- Creating fake Internet profiles for the victim on a public website;
- Creating or accessing an unauthorized website which harasses or bullies the victim;
- Using camera phones and/or digital cameras to take embarrassing photographs of students and/or staff and posting them online;
- Excluding others from an online group by falsely reporting them for inappropriate language to Internet service providers.

Cell phones are also often used for cyberbullying for things such as calling or text messaging the victim and/or using a victims’ cell phone to text or call another victim using harassing language.
The use of the Internet or Charter School email does not necessarily have to involve the creation of the offensive materials. Rather, the person creating the offensive material may do it on a home computer and then use Charter School’s computers to take such actions as accessing it, viewing it, displaying it for others to see, disseminating copies of it to others or otherwise publicizing the contents.

Charter School strictly prohibits the above conduct and any conduct by any student or staff that creates or intends to create an intimidating, threatening, offensive or hostile learning environment.

**Guidelines**

Students shall conduct themselves in a manner in keeping with their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students, school staff, volunteers, and contractors.

The Board believes that standards for student behavior must be set cooperatively through interaction among the students, parents and guardians, staff, and community members of Charter School, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school and community property on the part of students, staff, and community members.

Since bystander support of bullying and cyberbullying can bolster these types of behaviors, Charter School prohibits both active and passive support for acts of bullying and cyberbullying. The staff should encourage all students to refuse to engage in these acts and to report them immediately to the Lead School Administrator or his/her designee of Charter School.

**Reporting Procedures**

Any student who feels he or she has been bullied or cyberbullied shall have the right to file a complaint of such bullying. Complaints should be reported to the Lead School Administrator or his/her designee. Complaints may also be reported directly to a teacher, guidance counselor, or other administrator who shall immediately report the incident to the Lead School Administrator or his/her designee in order to protect the alleged victim and for prompt investigation.

Any staff who sees any incidents of bullying or cyberbullying must immediately report the incident(s) to the Lead School Administrator or his/her designee. All other members of the school community, including students, parents, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy. It shall be the responsibility of the Lead School Administrator or his/her designee to investigate promptly and thoroughly any and all bullying and cyberbullying complaints received or referred by other individuals and to make recommendations based upon the investigation. The investigation is to be commenced within three (3) school days after a report of any bullying is received.
The Board of Trustees requires the Lead School Administrator or his/her designee to be responsible for determining whether an alleged act constitutes a violation of this policy. In determining whether alleged conduct constitutes bullying or cyberbullying, the totality of circumstances, nature of the conduct, and context in which the alleged conduct occurred shall be investigated. If the investigation results in a substantiated charge of bullying and/or cyberbullying, Charter School shall take prompt corrective action to ensure the bullying and/or cyberbullying ceases and will not reoccur.

Reports to the Lead School Administrator or his/her designee may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

The Lead School Administrator or his/her designee shall immediately notify the parent or guardian of the perpetrator of the bullying and the parent or guardian of the victim of the bullying of the alleged incident.

Consequences for Violations
Consequences and appropriate remedial actions for a student or staff member who commits one or more acts of bullying or cyberbullying may range from positive behavioral interventions up to and including in school or out of school suspension from Charter School or expulsion or other disciplinary removal from Charter School, in the case of a student, or suspension or termination in the case of an employee, as set forth in Charter School’s student Code of Conduct or Employee Handbook.

In some cases, bullying and/or cyberbullying may constitute criminal activity and the Police Department will be notified. This may lead to a criminal investigation and criminal charges against the student or staff. Consequences for a student who commits an act of bullying and/or cyberbullying shall be unique to the individual incident and will vary in method and severity according to the nature of the behavior, the developmental age of the student, and the student’s history of problem behaviors and performance, and must be consistent with Charter School’s student code of conduct. Remedial measures shall be designed to: correct the problem behavior; prevent another occurrence of the behavior; and protect the victim of the act.

The following intervention strategies for protecting victims may be followed as needed:

- Supervise and discipline offending students fairly and consistently;
- Provide adult supervision at Charter School testing sites or other sites used by Charter School, at any activity sponsored, supervised or sanctioned by Charter School during any breaks, lunch times, bathroom breaks and in the hallways during times of transition;
- Maintain contact with parents and guardians of all involved parties;
- Provide counseling for the victim if assessed that it is needed;
- Inform school personnel of the incident and instruct them to monitor the victim and the offending party for indications of harassing, intimidating and bullying and/or
cyberbullying behavior. Personnel are to intervene when prohibited behaviors are witnessed; and

- Check with the victim daily to ensure that there have been no incidents of retaliation from the offender or other parties.

**Retaliation Prohibited**

The Board of Trustees strictly prohibits retaliation or reprisal against any person who reports bullying and/or cyberbullying incidents. Retaliation includes, but it is not limited to, any form of intimidation, reprisal or harassment used against a person who reports, in good faith, incident(s) of bullying and/or cyberbullying. Disciplinary action against any person who retaliates or engages in reprisals for reporting such behavior(s) may include sanctions up to and including expulsion or suspension for students and termination for staff engaging in such prohibited conduct. The consequences and appropriate remedial action shall be determined after consideration of the nature, severity, and circumstances of the act.

**False Accusations**

The Board of Trustees prohibits any person from falsely accusing another of bullying and/or cyberbullying. The consequences and appropriate remedial action for a student found to have falsely accused another of bullying and/or cyberbullying may range from positive behavioral interventions up to and including suspension or expulsion. Consequences and appropriate remedial action for an employee found to have falsely accused another of bullying and/or cyberbullying shall be in accordance with Charter School policies, procedures, and agreements.

**Annual Distribution of Information**

The Board of Trustees requires Charter School officials to annually disseminate the policy to all school staff, students, volunteers, independent contractors and parents along with a statement explaining that it applies to all applicable acts of bullying and cyberbullying that occur in Charter School, on Charter School grounds, on Charter School property, using Charter School equipment and/or technology, on Charter School’s server or Charter School’s electronic, web-based, Internet or online programs, in Charter School vehicles, at designated bus stops or at any activity sponsored, supervised or sanctioned by Charter School and any time spent necessarily traveling to and from these locations. Additionally, any student or staff’s out of school conduct that materially and substantially interferes with the educational process in Charter School is also subject to this policy.

Charter School is required to post this policy on its website and make the policy available in every classroom. This policy shall also be posted at a prominent location within every Charter School building where such notices are usually posted. Charter School shall ensure this policy and its procedures for reporting bullying and cyberbullying incidents are reviewed with students and staff within ninety (90) days after its adoption and, thereafter, a minimum of one (1) time per school year.
Compliance
As required by the Federal Broadband Data Improvement Act of 2008, Charter School shall educate elementary and secondary school aged students with computer access to the Internet about appropriate online behavior, including online interaction with other individuals on social networking websites, such as Facebook, Instagram, SnapChat, and MySpace, and in chat rooms and educate them regarding cyberbullying awareness and response.

The Board of Trustees directs the Administration to develop any procedures necessary to implement this policy and to develop appropriate prevention, intervention and education strategies related to bullying and cyberbullying.

Acts of bullying and cyberbullying are prohibited by and a violation of Charter School’s Acceptable Use and Internet Safety Policy and its Child Internet Protection Act (CIPA) Policy.

Charter School will comply with all applicable federal and state laws relating to bullying and cyberbullying, including, but not limited to, the requirements delineated in the Pennsylvania Charter School Law, 24 P.S. § 1701-A, et seq., the Federal Children’s Internet Protection Act (CIPA), 47 U.S.C. § 254(h) and (l), and the Neighborhood Children’s Internet Protection Act (N-CIPA) and any applicable implementing regulations.

Charter School will also comply with Chapter 711 of Title 22 of the Pennsylvania Code, the Public School Code, the applicable House Bill 1067 Public School Code amendments relating to safe schools and bullying, and applicable provisions of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) and its applicable implementing regulations regarding the discipline of special education students and thought-to-be eligible students who engage in an act of bullying.

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 ____________, 2016

_______________________________________
President

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Secretary
Reach Cyber Charter School

Board of Trustees Policy

Student Attendance and Punctuality Policy

1. Purpose

1.1 The Board of Trustees ("Board") requires that students enrolled at Reach Cyber Charter School ("Charter School") attend school daily and on time in accordance with the compulsory attendance laws of the Commonwealth of Pennsylvania.

1.2 Parents or guardians are required to ensure that their children attend school on days that school is in session through the procedures required by Charter School.

1.3 The education program offered by Charter School is based upon the presence of the student and requires continuity of instruction and classroom participation.

2. Delegation of Responsibility

2.1 The Lead School Administrator shall have the responsibility to develop procedures following the guidelines developed by the Board to assure that students attend school regularly and that said procedures comply with all Federal, State and local laws.

3. Guidelines

3.1 A component of the procedures shall be an early intervention process to assure that assistance is given to students who are experiencing problems in attending school.

3.2 Attendance and punctuality procedures will be delineated in the Student Handbook and distributed to every student.

3.3 Said attendance and punctuality guidelines are subject to periodic review by the entire Board of Trustees.
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.

ADOPTED this _____ day of ____________, 2016

__________________________________________
President

__________________________________________
Secretary
Reach Cyber Charter School

Board of Trustees Policy

Internet Safety Policy Pursuant To The
Children’s Internet Protection Act (CIPA)

Background

According to the Pennsylvania Department of Education (“PDE”), the Federal Children’s Internet Protection Act (“CIPA”), Pub. L. No. 106-554 and 47 USC 254(h), mandates that schools that receive federal technology funds must develop and implement measures and policies to prevent access to “visual depictions” that are determined to be “obscene”, “child pornography”, or “harmful to minors” as defined herein.

PDE has further stated that schools receiving certain E-rate discounts are also mandated by the Neighborhood Children’s Internet Protection Act (N-CIPA) to adopt and enforce an Internet Safety Policy (ISP) that addresses harmful or inappropriate online activities. N–CIPA was passed as part of CIPA.

The Board of Trustees of Reach Cyber Charter School (“Charter School”) has adopted this Policy in order to establish specific standards to comply with CIPA and N-CIPA requirements.

This Policy is to be read in conjunction with the Charter School’s Acceptable Use of Computer Resources Policy and shall supplement, not supplant, Charter School’s Acceptable Use of Computer Resources Policy.

The Lead School Administrator or his/her designee is directed to include this Policy in the Parent and Student Handbook and the Employee Handbook. Failure to comply with this Policy and/or Internet safety requirements of Charter School shall result in consequences as set forth in the school’s Parent and Student Handbook, Code of Conduct or Employee Handbook and/or as allowed by applicable law. Consequences may include, but are not limited to: denial of or restriction to access to technology, suspension, expulsion, notification of authorities, termination, commencement of civil and/or criminal proceedings and/or other consequences available under school policy and/or applicable state and/or federal laws.

Purpose

Charter School uses computer resources to facilitate the education of students and to aid in matters related to the operations of Charter School. Charter School further places student Internet safety as a primary concern.

It is every computer user’s duty to use computer resources, including the Internet, responsibly, professionally, ethically and lawfully. Access to these resources shall be designated a privilege, not a right.
This policy applies to aspects of both adult and student compliance with Internet safety at Charter School.

**CIPA/N-CIPA Compliance/Internet Safety**

It is the policy of Charter School to:

1. Prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, and all other forms of direct electronic communications;
2. Prevent unauthorized access and other unlawful online activity;
3. Prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and

To the extent consistent with applicable state and federal laws and reasonably practical, technology protection measures (or “Internet filters”) shall be used at Charter School to block or filter Internet, and other forms of electronic communications, and access to inappropriate information. The form and type of technology protection measures used during the 2016-2017 school year include: end-point software solutions (Internet filters), such as Cybersitter, installed on all computers.

The term “technology protection measure” means a specific technology that blocks or filters Internet access to visual depictions that are:

1. Obscene, as that term is defined in section 1460 of title 18, United States Code;
2. Child Pornography, as that term is defined in section 2256 of Title 18, United States Code; or
3. Harmful to minors. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
   a. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
   b. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
   c. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

The terms “sexual act” and “sexual contact” have the meanings given such terms in section 2246 of title 18, United States Code.
As required by the Children’s Internet Protection Act (CIPA), blocking shall be applied to visual
depictions of material deemed obscene or child pornography, or to any material deemed
harmful to minors.

Technology protection measures shall only be disabled pursuant to the direction of the Lead
School Administrator or his/her designee to the extent allowed by applicable law and
regulation, for bona fide research or other lawful purposes of an adult as determined by the
Lead School Administrator or his/her designee. The development of procedures for the
disabling or otherwise modifying of any technology protection measures shall be the
responsibility of the Lead School Administrator of Charter School or his/her designee.

The Lead School Administrator or his/her designee shall take reasonable steps to promote the
safety and security of users of the online computer network when using electronic mail, chat
rooms, instant messaging, and other forms of direct electronic communications.

As required by the Children’s Internet Protection Act, prevention of inappropriate network
usage at Charter School shall include:

(1) Unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and
(2) Unauthorized disclosure, use, and dissemination of personal identification
information regarding minors.

It shall be the responsibility of all members of the Charter School staff to supervise and
monitor usage of the online computer network and access to the Internet in accordance with
this policy and applicable laws, including the Children’s Internet Protection Act as well as in
accordance with any administrative procedures developed by the Lead School Administrator in
furtherance of this Policy.

In accordance with the “Protecting Children in the 21st Century Act” and its requirement to
certify to the Schools and Library Division ("SLD") that the school’s Internet Safety Policy
includes educating minors about appropriate online behavior, students shall be educated about
appropriate online behavior, including cyber-bullying awareness and response and interacting
with other individuals on social networking sites and in chat rooms.

With regard to educating minors about appropriate online behavior, the Lead School
Administrator or his/her designee is directed to:

(1) Make such educational opportunities available to students during the school year;
(2) Notify students and their parents about these educational opportunities in advance;
and
(3) Maintain documentation of:
   a. educational programs offered;
   b. the dates and locations of such opportunities;
   c. how online safety was taught and what was covered in the programs offered; and
   d. those in attendance at the programs offered.

The Lead School Administrator or his/her designee is directed to file and/or provide the appropriate certifications evidencing compliance with CIPA and N-CIPA as required by applicable state and/or federal laws and regulations.

The Lead School Administrator or his/her designee is directed to maintain documentation of compliance with CIPA and N-CIPA certification requirements including the annual filing of FCC Form 486.

The Lead School Administrator or his/her designee is directed to ensure that Charter School employs necessary technology protection measures in accordance with this Policy and shall report to the Board when modifications are needed to technology protection measures at Charter School.

The online activities of students shall be monitored and minors’ access to harmful materials shall be restricted to the extent required by applicable laws and regulations.

To the extent not inconsistent with applicable laws and regulations, the following disclaimers apply:

   (1) There shall be no expectation of privacy by users of Charter School’s Computer Resources;
   (2) Charter School does not guarantee the effectiveness of technology protection measures or internet filtering; and
   (3) Charter School does not guarantee network functionality or accuracy of online information.

The Lead School Administrator is directed to implement any procedures that may be necessary to implement this policy as well as to timely submit any forms and paperwork as required by CIPA and N-CIPA and/or applicable state and federal Internet safety laws and regulations.
TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENTS.

ADOPTED this day _____ of ____________, 2016

__________________________________________
President

__________________________________________
Secretary
Reach Cyber Charter School

Board of Trustees Policy

Student Conduct and Discipline Policy

Purpose

1.1 The Board of Trustees of Reach Cyber Charter School (“Charter School”) has the authority to make reasonable and necessary rules governing the conduct of students in Charter School. The rulemaking power, however, is not unlimited; it must operate within statutory and constitutional restraints. The Board acts within those powers that are enumerated in the statutes of the Commonwealth, or that may reasonably be implied or necessary for the orderly operation of Charter School.

Authority

2.1 Accordingly, the Board’s adoption of a Student Code of Conduct, which contains student rights and responsibilities as well as levels of misconduct and resulting discipline, is within its grant of authority from the General Assembly. The rules contained within this Code of Conduct are to be implemented in a consistent and non-discriminatory manner and are a rational means of accomplishing the legitimate school purpose of a safe and orderly environment in which students may be instructed.

All students in Charter School are entitled to share in its educational and related programs to the extent of their abilities without regard to race, color, sex, sexual orientation, national origin, religion or handicap. Every student is expected to behave at school and in school-related activities in accordance with public laws, school rules and lawful directions of assigned staff, and to deal fairly and courteously with fellow students, staff and the public.

2.2 Given the ongoing developments in technology, this Code of Conduct must specifically apply to student use of computers and computer technology. Therefore, a separate document and related procedures shall be developed and implemented and shall be identified as an “Acceptable Use of Technology and Internet Safety Policy” for computer, electronic mail and other technology use by both students and staff.
2.3 The Lead School Administrator shall develop and disseminate reasonable rules to carry out the purpose of this policy. These rules shall comply with applicable public law and shall include the following elements:

(a) Standards of student conduct shall inform students and staff what conduct is acceptable and what is prohibited. These standards shall apply to students while traveling to and from school, at school and in all school-related activities and shall be appropriate to students’ ages.

(b) Disciplinary sanctions shall state which staff may employ what sanctions to penalize and correct students who violate reasonable standards of conduct. Discipline must be rationally related to the offense, designed to teach responsibility for one’s actions and applied without discrimination on account of race, color, sex, sexual orientation, national origin or religion.

2.4 Authorized sanctions shall not include corporal punishment of students.

2.5 Procedures to enforce standards of conduct and apply disciplinary sanctions shall provide for due process by giving students notice of the offense charged and an opportunity to respond. The extent of appeal to review the application of any discipline shall be reasonably related to the weight of the sanction.

2.6 These standards of student conduct will be presented to the Board of Trustees for approval.

2.7 Student records shall reflect disciplinary action to the extent necessary to support educational and counseling objectives with appropriate safeguards for proper use and limited dissemination.

2.8 Special education students are afforded appropriate protection of their due process rights through a separate document, “Disciplinary Exclusions of Special Education Students Policy.”

2.9 This Code shall be published and distributed to students and parents or guardians on an annual basis and copies of the code shall also be available in the main office.
TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL.

ADOPTED this _____ day of __________, 2016

______________________________________________
President

______________________________________________
Secretary
Reach Cyber Charter School

Board of Trustees Policy

Disciplinary Exclusions and Hearings Policy

**Exclusion from School:** may take the form of suspension or expulsion;

(1) Suspension is exclusion from school for a period of from one (1) to ten (10) consecutive school days.

   (i) Suspensions may be given by the Lead School Administrator or his/her designee of Reach Cyber Charter School (“Charter School”).

   (ii) A student may not be suspended until the student has been informed of the reasons for the suspension and given an opportunity to respond. Prior notice of the intended suspension need not be given when it is clear that the health, safety or welfare of the school community is threatened.

   (iii) The parents or guardians shall be notified immediately in writing when the student is suspended.

   (iv) When the suspension exceeds three (3) school days, the student and parent shall be given the opportunity for an informal hearing consistent with the requirements of the Pennsylvania Code.

   (v) Suspensions may not be made to run consecutively beyond the ten (10) school day period.

   (vi) Students shall have the responsibility to make up exams and work missed while being disciplined by suspension and shall be permitted to complete these assignments within guidelines established by the Board of Trustees (“Board”).

(2) Expulsion is exclusion from school by the Board for a period exceeding ten (10) school days and may be permanent expulsion from the school rolls. Expulsions require a prior formal hearing pursuant to the Pennsylvania Code.

   (i) During the period prior to the hearing and decision of the Board in an expulsion case, the student shall be placed in his/her normal class except as set forth in subsection (ii).

   (ii) If it is determined after an informal hearing that a student’s presence in his/her normal class would constitute a threat to the health, safety or welfare of others and it is not possible to hold a formal hearing within the period of a suspension, the student may be excluded from school for more than ten (10) school days. A student may not be excluded from school for longer than fifteen (15) school days without a formal hearing unless mutually agreed upon by both parties. Any student so excluded shall be provided with alternative education, which may include home study.
(iii) Students who are under 17 years of age are still subject to the compulsory school attendance law even though expelled and shall be provided an education.

(1) The initial responsibility for providing the required education rests with the student’s parents or guardian, through placement in another school, tutorial or correspondence study, or another educational program approved by the district’s superintendent.

(2) Within thirty (30) days of action by the Board, the parents or guardians shall submit to Charter School written evidence that the required education is being provided as described in paragraph (1) or that they are unable to do so. If the parents or guardians are unable to provide the required education, Charter School, within the (10) days of receipt of the notification, shall make provision for the student’s education. A student with a disability shall be provided educational services as required by the Individuals with Disabilities Education Act 2004.

(3) If the approved educational program is not complied with, Charter School may take action in accordance with 42 Pa.C.S. Chapter 63 (relating to the Juvenile Act) to ensure that the child will receive a proper education. See Pennsylvania Code § 12.1(b) (relating to free education and attendance).

Exclusion from classes—in-school suspension

(1) A student may not receive an in-school suspension unless the student has been informed of the reasons for the suspension and has been given an opportunity to respond before the suspension becomes effective.

(2) Communication to the parents or guardian shall follow the suspension action taken by Charter School.

(3) When the in-school suspension exceeds ten (10) consecutive school days, an informal hearing with the Lead School Administrator or his/her designee shall be offered to the student and the student’s parent or guardian prior to the eleventh (11th) school day in accordance with the procedures in the Pennsylvania Code.

(4) Charter School has the responsibility to make provision for the student’s education during the period of the in-school suspension.

Hearings

(a) General. Education is a statutory right, and students shall be afforded due process if they are to be excluded from school. In a case involving a possible expulsion, the student is entitled to a formal hearing.

(b) Formal hearings. A formal hearing is required in all expulsion actions. The hearing may be held before the Board or an authorized committee of the Board, or a qualified hearing examiner appointed by the Board. When a committee of the Board or a hearing examiner conducts the hearing, a majority vote of the entire Board is required to expel a student. The following due process requirements shall be observed with regard to the formal hearing:
(1) Notification of the charges shall be sent to the student’s parents or guardians by certified mail.

(2) At least three (3) days’ notice of the time and place of the hearing shall be given. A copy of the expulsion policy, notice that legal counsel may represent the student and hearing procedures shall be included with the hearing notice. A student may request the rescheduling of the hearing when the student demonstrates good cause for an extension.

(3) The hearing shall be held in private unless the student or parent requests a public hearing.

(4) The student may be represented by counsel, at the expense of the parents or guardians, and may have a parent or guardian attend the hearing.

(5) The student has the right to be presented with the names of witnesses against the student, and copies of the statements and affidavits of those witnesses.

(6) The student has the right to request that the witnesses appear in person and answer questions or be cross-examined.

(7) The student has the right to testify and present witnesses on his/her own behalf.

(8) A written or audio record shall be kept of the hearing. The student is entitled, at the student’s expense, to a copy. A copy shall be provided at no cost to a student who is indigent.

(9) The proceeding shall be held within fifteen (15) school days of the notification of charges, unless mutually agreed to by both parties. A hearing may be delayed for any of the following reasons, in which case the hearing shall be held as soon as reasonably possible:
   (i) Laboratory reports are needed from law enforcement agencies.
   (ii) Evaluations or other court or administrative proceedings are pending due to a student invoking his/her rights under the Individuals With Disabilities Education Act 2004 (20 U.S.C.A. §§ 1400—1482).
   (iii) In cases in juvenile or criminal court involving sexual assault or serious bodily injury, delay is necessary due to the condition or best interests of the victim.

(10) Notice of a right to appeal the results of the hearing shall be provided to the student with the expulsion decision.

(c) Informal hearings. The purpose of the informal hearing is to enable the student to meet with the appropriate school official to explain the circumstances surrounding the event for which the student is being suspended or to show why the student should not be suspended.

(1) The informal hearing is held to bring forth all relevant information regarding the event for which the student may be suspended and for students, their parents or guardians and school officials to discuss ways by which future offenses might be avoided.

(2) The following due process requirements shall be observed in regard to the informal hearing:
   (i) Notification of the reasons for the suspension shall be given in writing to the parents or guardians and to the student.
   (ii) Sufficient notice of the time and place of the informal hearing shall be given.
(iii) A student has the right to question any witnesses present at the hearing.
(iv) A student has the right to speak and produce witnesses on his/her own behalf.
(v) Charter School shall offer to hold the informal hearing within the first five (5) days of
the suspension.

Discipline of Students with Disabilities

Charter School shall comply with the Individuals with Disabilities Education Improvement Act
(IDEA 2004) and any applicable federal and state statutes or regulations when disciplining
students with disabilities. Students with disabilities who engage in inappropriate behavior,
disruptive or prohibited activities, and/or conduct injuries to themselves or others shall be
disciplined in accordance with their Individualized Education Programs (IEP), behavioral
intervention plan, Title 22 Chapter 711 and relevant portions of Chapter 12 of the State Board
of Education Regulations, IDEA 2004, Section 504 of the Rehabilitation Act of 1973, Title II of
the Americans with Disabilities Act of 1990, and any other applicable federal or state law.

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/her day ______ of ____________, 2016

__________________________________________
President

__________________________________________
Secretary
Reach Cyber Charter School

Board of Trustees Policy

School-Family Conference and Truancy Elimination Plan (TEP)

The Truancy Elimination Plan (TEP) is developed cooperatively with involved stakeholders through a school-family conference, which is required upon the school’s notice to the student’s parent/guardian upon the third unexcused absence. Teachers are the first line of defense for compulsory attendance, as they are the first to recognize students with possible attendance issues. Therefore, a plan of action should be implemented, including (but not limited to):

- Sharing and reviewing school policy on attendance and student responsibilities with students and families;
- Contacting the student’s parent/guardian upon his/her absence;
- Meeting individually with students to discuss reason(s) for absence;
- Following up with the Lead School Administrator (or assigned administrator);
- Making referrals to guidance counselors; and
- Collaborating with Student Assistance Teams as appropriate.

The school will notify the parent/guardian regarding the need for a joint conference upon the third unexcused student absence. The school-family conference engages all participants involved in the student’s life to explore possible solutions to increase the student’s school attendance. Maintaining open communication between the student and adults will facilitate positive outcomes.

The purpose of the school-family conference is to discuss the cause(s) of the truancy and to develop a mutually agreed upon plan to facilitate regular school attendance. The school-family conference provides both parties with the opportunity to identify, understand and explore all issues contributing to the student’s truant behavior. Participation by the student and family is an integral component for this conference. In addition, representatives from relevant and/or involved community-based agencies, community and school services, and school personnel should be invited to participate, as needed. During the school-family conference, a Truancy Elimination Plan (TEP) shall be developed cooperatively with the student and other meeting participants.

Issues to be addressed at the school-family conference should include but not be limited to:
- Appropriateness of the student’s educational environment;
- Possible elements of the school environment that inhibit student success;
- Student’s current academic level and needs;
- Social, emotional, physical, mental and behavioral health issues;
- Issues concerning family and home environment and;
- Any other issues affecting the student’s attendance.
The participants in the school-family conference should work collaboratively to conduct a holistic assessment to determine the reason(s) the student is exhibiting truant behavior. Every member should have a vested interest in and responsibility for determining an appropriate plan to assist the student to succeed both socially and academically. This school-family conference also provides an opportunity to ensure that both the student and the family clearly understand the legal ramifications of not adhering to the state’s compulsory attendance requirements. This methodology promotes full understanding and appreciation of the root causes of truancy as well as the resultant personal and societal impacts when truant behavior is not adequately addressed.

The primary goal of the school-family conference is the development of a comprehensive TEP which is understood by, agreed upon and supported by the student, the parent/guardian, the school representatives and all other conference participants. The TEP may include but not be limited to the following components as appropriate:

- Identification and provision of appropriate academic supports by the school and/or community organization(s);
- Identification and provision of appropriate social, emotional, physical, mental and behavioral health supports from the school and/or community organization(s);
- Identification of the school environment issues that affect the student’s success and solutions to address these issues;
- Explanation of the student’s strengths and responsibilities related to the TEP;
- Explanation of the family’s strengths and responsibilities related to the TEP;
- Clarification of method(s) used for monitoring the effectiveness of the TEP;
- Explanation of the consequences for each stakeholder if the TEP is not fully implemented;
- Discussion of the benefits for successfully implementing the TEP;

Following up and reporting the outcome of the TEP.

The TEP substantiates efforts made by the school, the family and other vested third parties to assist the student in addressing and resolving school attendance issues. This comprehensive system of supports and services provides documentation of the “good faith” effort between the school and the student’s family should future action be required (e.g. citation to the magisterial district judge and referral to the county children and youth agency, disciplinary action, expulsion, etc.).
Directions to complete the Truancy Elimination Plan (TEP)

- The TEP should be completed at the school-family conference. The school administrator should complete the TEP in collaboration with other conference participants. Participants should include, but are not limited to: student, parent/guardian, other relevant family members, school staff, partner organizations, community-based organizations and other agencies involved with family (e.g. Children and Youth, Juvenile Probation.). To identify and resolve the root causes of truancy, all members should contribute their unique knowledge about the student and his/her environment to group discussion. Only then can meaningful results be achieved.

Directions

1. Goal: Increase (insert student’s name) school attendance.
2. Date: Enter the date when TEP is being completed
3. Student Information (enter the following):
   a. Name of the student (First M. Last)
   b. Birth date (mm/dd/yyyy)
   c. Gender (male/female)
   d. Grade Level
   e. Home Address
   f. Home Phone Number
   g. Special Needs (include any special needs identified through an IEP, and/or other accommodations not mandated by IEP, etc.)
   h. Health Concerns (these can be identified by student, parent/guardian, school staff, and others)
4. School Information (enter the following):
   a. Name of School
   b. School Address
   c. Phone Number(s)
   d. Lead School Administrator’s Name
   e. Referring Teacher’s Name
   f. Email address/es (can be provided to ensure ongoing communication)
5. **Parent/Guardian Information (enter the following):**
   a. Name
   b. Home Address
   c. Home Phone Number
   d. Work Address
   e. Work Phone Number
   f. Email address(es) (can be provided to ensure ongoing better communication)

6. **Absence (enter the following):**
   a. Dates of each absence
   b. Whether or not an excuse was provided
   c. Reason(s) for each absence
   d. Action taken by the school on each incident of absence
   e. Provide meaningful information for future reference, including the name of the person taking the action, the date action was taken and any other relevant information.

7. **Assessment (enter the following):**
   a. Identify root cause/s of the truancy. It is crucial (yet sometimes overlooked) to build rapport with the student. This dialogue benefits all involved parties.
      i. Student: academic, social, physical, mental, behavioral health issues
      ii. Parent/Guardian: home environment, work schedules, unsupervised time for student, special circumstances, etc.
      iii. School: school environment, student’s interaction with other adults and with other students, school schedule, etc.
   b. Consider possible solutions:
      i. These may include maximizing programs and services available in the school or community to involve the student.
      ii. They could include pairing the student with a mentor (family member, teacher, school staff, community businesses, etc.)
      iii. They may involve coordination of services to student and/or family to address health, social or financial issues.
      iv. They may include activities intended to build self-esteem or confidence (e.g. the student may be asked to tutor elementary school students for some type of credit).
c. Responsible party (enter the following):
   i. Name of the person/agency that will take ownership for each stated solution (will ensure that the action step is completed).
   ii. Contact information for each person/agency listed (to assist in monitoring/follow up).

8. Strengths (enter the following):
   a. Identify the strengths of the student, family and the school to support the goal of increasing attendance for the student.
   b. Relate each strength to the plan’s overall goal.
      i. For example: If the student reads well, a solution could be the student read to younger students. This engages the older student in a meaningful activity, increases confidence, and supports his/her sense of responsibility by reading to a younger student, thereby regular school attendance and academic success of both the older and younger student.
      ii. If the student has plans for employment or further schooling after high school graduation, then appropriate activities could include:
         1. Discussing the ramifications of any future absences and how they could negatively impact those future plans.
         2. Pairing the student with a business member in the field that interests the student. This may help the student to understand the relevance of what he/she is learning in school and future endeavors.
      iii. If the student has a single parent who works in the evening, leaving the student unsupervised, an appropriate action step could be to have a neighbor, extended family member or other adult either stay with the student or be in contact with the student during the parent’s absence.
      iv. If the student values school and the absences occurred three days in a row, then perhaps this was an isolated incident. However, it should be made clear that consequences could include a citation to the magisterial district judge and referral to the county children and youth agency and/or disciplinary action related to future incidents.

9. Consequences for Non-compliance: Outline consequences for the student, parent/guardian, school, and other participants if they do not follow-through with the recommendations of the TEP and the Basic Education Circular BEC.

10. Benefits for Compliance: Benefits could include better grades for the student, graduation, higher graduation rates for the school, more involved community members, improved self-esteem, better relationship with parent/s and other adults, etc.

11. Signatures: The student, parent, and school official will sign and date the TEP as verification that all parties understand and agree to all components of the TEP.
12. **Outcome Meeting:** With school-family participants present, a follow up meeting will be scheduled. At that time each responsible party listed in the Solutions section will report on the progress of their area of responsibility.

13. **Outcome:** The group members will list the outcome(s) of the TEP and outline Next Steps, if any.

14. **Signatures:** The student, parent/guardian, and school official will again sign and date the TEP.
   - A copy of the TEP will be retained in the student’s file.
   - A copy of the TEP will be provided to the:
     - student
     - parent/guardian
     - appropriate school personnel

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH THE SCHOOL’S CHARTER OR APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS AND/OR CHARTER CONTROL.

Adopted on this ___________ day of _________________, 2016

__________________________________________
President

__________________________________________
Secretary
Truancy Elimination Plan (TEP)

Goal: Increase *(Insert Student’s Name)* school attendance.

<table>
<thead>
<tr>
<th>Name of Student</th>
<th>Address</th>
<th>Special Needs</th>
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<tbody>
<tr>
<td>Date of Birth</td>
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<td>Gender</td>
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<td>Grade Level</td>
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<tr>
<th>Name of School</th>
<th>Address</th>
<th>Lead School Administrator’s Name</th>
<th>Referring Teacher’s Name</th>
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<tr>
<th>Name of Parent/Guardian</th>
<th>Home Address</th>
<th>Work Address</th>
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<td></td>
<td>Home Phone Number</td>
<td>Work Phone Number</td>
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<thead>
<tr>
<th>Date of Absence</th>
<th>Written Excuse Provided? (Y/N)</th>
<th>Reason(s) for Absence</th>
<th>Action Taken</th>
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<tbody>
<tr>
<td></td>
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<td>(e.g. Parent Letter 1 sent out on 0/01/2013, John Doe called parent, Mrs. Smith to discuss)</td>
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2.  
3.  
4.  

Reach Cyber Charter School Application
### Assessment

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<th>Description</th>
<th>Solution(s)</th>
<th>Responsible Party</th>
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### Strengths

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<th>Description</th>
<th>Relevance to the Plan</th>
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### Solutions

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<tr>
<th>Description</th>
<th>Responsible Party(ies)</th>
<th>Completion Date</th>
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### Consequences for non-compliance

1.  
2.  
3.  

### Benefits for compliance

1.  
2.  
3.
This TEP was created collaboratively to assist the student in improving attendance, to enlist the support of parent/guardian and to document the school’s attempts to provide resources to promote student success.

Student: ____________________________       Date: __________

Parent or Guardian: ____________________________    Date: __________

School Official: ____________________________   Date: __________

cc: student ___ (initial upon receipt)
    parent/guardian ___ (initial upon receipt)
    school personnel ___ (initial upon receipt)
    other ___ (initial upon receipt)

Date for Follow-up Outcomes Meeting: ____________________________

Outcomes:
1. __________________________________________________________________________
2. __________________________________________________________________________
3. __________________________________________________________________________

Next Steps:
1. __________________________________________________________________________
2. __________________________________________________________________________
3. __________________________________________________________________________

Student: ____________________________       Date: __________

Parent or Guardian: ____________________________    Date: __________

School Official: ____________________________   Date: __________

In order for agencies outside of the school to assist with this plan, your permission is needed to release the plan to the following:

____________________________________________________________________________________________________________

Please sign below:
Parent or Guardian: ____________________________
The Board of Trustees of the Reach Cyber Charter School will ensure a continued, comprehensive learning experience for its students. Reach will ensure access to Internet connectivity for every student to have access to instructional materials and collaboration tools within a cyber environment, including students who live in areas not serviced with Internet connectivity.

Regardless of the connectivity available, no student's cyber education should be limited based on where he or she lives. Therefore, the Board will offer options for Internet access to cyber charter school students who may currently have only dial-up access available to the home.

The Board has considered potential Internet options available to ensure adequate access, especially in remote areas of the Commonwealth.

**Student Technology Reimbursement:** Families will arrange for Internet service for their students to attend school and will be regularly reimbursed for the full cost of Internet service. Reach will reimburse the families regularly so as not to cause financial hardship for families and so there is no disruption of schooling for the students. The reimbursement schedule will also factor in students enrolled in Reach’s various pacing models.

For students who are unable to arrange for Internet service, Reach will work with them to help with securing high speed Internet access. If the student lives in an area that receives limited or poor Internet connections, the school will work with the family on alternative methods for accessing Reach online. One potential solution is to provide students with an educational Mi-Fi, through our agreement with Connections. Connections has experience with procuring educational Mi-Fi for students in other schools they support through Kajeet, a company recommended by Verizon. Kajeet provides a solution using a Verizon Mi-Fi running on the Verizon 4G LTE network with their Sentinel cloud portal that provides CIPA compliant filtering to keep students on task.

For students who select the accelerated pacing option or the year-round pacing option which requires participating in the program in the summer, Reach will ensure the families are reimbursed for Internet expenses over the summer months.
TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH
APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS
CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENTS.

Adopted this ________________day of ____________________, 2016

____________________________________
President

____________________________________
Secretary
The Board of Trustees of Reach Cyber Charter School recognizes that the Pennsylvania Charter School Law requires that a cyber charter school provide a computer to each student enrolled. 24 P.S. § 17-1743-A(e). The Board will provide a computer and necessary equipment to each student to ensure that all students receive an equitable educational experience and have access to technical support and a safe online experience.

As indicated herein, the Board will periodically assess the school’s equipment and infrastructure against established industry standards and identified educational needs. In addition, the Board has a process by which technology will be refreshed in a timely fashion to meet new standards and needs.

Reach will provide all students with all equipment, including, but not limited to, a computer, computer monitor, and printer (and printer ink).

The technology specifications are listed herein. However, the makes/models may vary, though each unit will have comparable performance specifications. To ensure equitable access for students, Reach will provide each student with the following:

- One laptop computer per student in grades K–12
  - Hardware
    - HP model laptop
    - Intel i-series processor
    - 15.6-inch LCD LED display w/ integrated webcam
    - 4 GB 1600MHz DDR3 (1 DIMM)
    - 500 GB Hard drive
    - 24X DVD/CDRW (fixed)
    - 10/100/1000 NIC
    - Broadcom® 802.11 a/b/g/n Wireless
    - Bluetooth 4.0®
    - 3 USB 2.0
    - Headphone/line out
    - Headset/Microphone combo
Software

- Microsoft Windows 7 Professional
- Microsoft Office 2010
- Symantec AntiVirus
- Ad-Aware SE Anti-spyware protection
- Other software installed includes: Adobe Acrobat Reader, Flash Player, Shockwave Player, and Windows Media Player
- CyberSitter® Internet filtering software
- Unlimited Technical Support

- One printer per household: Each household will be eligible to receive or be reimbursed for one standard HP Desktop printer in the first year of enrollment.

Supplying Technology
Reach will contract with Connections to supply technology to students. When a student enrolls, the appropriate equipment and technology will be ordered during the initial enrollment phase. When the enrollment is processed, the system generates an XML file that is sent to the Connections warehouse to expediently fulfill the equipment order. A laptop with preloaded software, necessary to fully access and support the Connections curriculum, is sent to the student’s home.

A Computer Setup Guide with instructions, a list of materials, and Technical Support CDs are included in the package. The instructions include contact information for technical support and detailed information regarding the equipment. A friendly technical representative is available to assist the student with setting up the equipment and provide any required logistical support. In addition, the Computer Setup Guide includes steps for connecting to the Internet, logging into Connexus, and Frequently Asked Questions.

This seamless process allows for an effective and efficient start for the student and family.

Refreshing Student Technology
Reach will contract with Connections, through the Statement of Agreement, to refresh student technology. Connections has extensive experience supplying and refreshing technology for thousands of students in the schools they support throughout the country. Connections will complete an annual student technology refresh campaign where student devices (laptops) that have been with the same student/household for three or more years are eligible to be refreshed. If a household elects to participate in the refresh campaign, they will receive a refreshed device loaded with the most current student image and operating system, which meets technology performance requirements. The laptops will be equipped with Internet security features.

Connections will process all returns from students as well. They work with families to coordinate the return including arranging for pick up from students’ homes. The Computer Setup Guide specifically addresses instructions for equipment returns for repair or withdrawal.
It also advises the student, upon original receipt of the equipment, not to throw away any equipment boxes or packing materials so they may be used for a return or repair if necessary.

**Timing and Process Steps**
The process occurs between October 1 and December 31 each year.

- Connections uses its proprietary asset management system data, AssetAware (AA), to identify eligible computers to be refreshed (laptops that have been assigned to the student for three or more years).
- A WebMail is sent to the parent of the household to alert them of their eligibility; this WebMail links to a Data View in Connexus where they can choose to participate in the refresh campaign.
- The Data View remains open for eligible households for at least two weeks.
- After the Data View is closed, results are pulled to identify which students have chosen to participate in the refresh.
- An order for a refreshed device is placed and sent to the warehouse.
- Return instructions and a pre-paid UPS return label is mailed to each participating household.
- Upon receipt of the refreshed device, the household must return the older device.
- There is no cost to the families for participating in the refresh process (all shipping and handling is paid for by Connections through the Statement of Agreement with Reach).

**Repairing and Replacing Technology**
Reach will contract with Connections for repair and replacement, services. As such, Connections bears the financial responsibilities associated with repair and replacement. Connections has procedures in place to ensure repair and replacement are accomplished in a quick and convenient manner.

Computer risk assumption is covered through the Statement of Agreement with Connections on a limited basis. Connections builds in replacement assumptions as part of their comprehensive technology offering and it is covered in the Student Technology Assistance Services fee.

As Connections provides similar services for virtual schools throughout the country, they have sufficient stock to provide replacement equipment. The mission of Connections is to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program. Therefore, they strive to minimize any learning downtime for students and will often ship a replacement unit before the repair unit is received.

Connections has developed several proprietary technology workflows to expedite and streamline the process. They have detailed quality assurance policies for new and returned equipment to ensure each student receives a clean image when his/her equipment arrives.
Samples of technology workflows that have been created specifically to meet the needs of students enrolled in schools supported by Connections include:

- Receiving Technology
- Pre-Image Inspection
- Image: Desktop/Student Image
- Image: Laptop/Student Image
- Image: Laptop/Enterprise Image
- Post Test: Desktop/Student Image
- Post Test: Laptop/Student Image
- Post Test: Laptop/Enterprise Image
- Cleaning Unit
- Repair: Post Repair Inspection Laptop
- Packaging

Connections provides all protective packaging and form-fitting foam insulation for all laptop shipments to minimize in-transit damage allowing for round trip protection for equipment.

Connections will maintain sufficient safety stock for exchanges and repairs to minimize downtime for students. Connections currently provides inventory warehouse management services for 30 virtual public schools in 26 states serving approximately 65,000 students. The technology hardware inventory includes:

- Handling all to and from shipping of the inventory to the designated user, as directed by Reach;
- Collection efforts of unreturned inventory;
- Inventory repair (if under warranty) and cleaning; and
- Inventory storage.

TO THE EXTENT THAT ANYTHING IN THIS POLICY COULD BE CONSTRUED TO CONFLICT WITH APPLICABLE STATE AND/OR FEDERAL LAWS, THE APPLICABLE STATE AND/OR FEDERAL LAWS CONTROL. THIS POLICY IS NOT INTENDED TO CONFLICT WITH CHARTER REQUIREMENTS.

Adopted this ______________day of ____________________, 2016

______________________________________
President

______________________________________
Secretary
APPENDIX T
DRAFT EMPLOYEE HANDBOOK
EMPLOYEE HANDBOOK

This is a draft handbook provided to the Board of Trustees by our partner, Connections. It will be used as the basis of the Reach Cyber Charter School Employee Handbook and is subject to modification by the Board of Trustees.

This employee handbook is a sample and, if the charter application is approved, will be modified to reflect Reach Cyber Charter School’s mission and vision and compliance with all Pennsylvania laws and regulations.

The Board will employ all staff of Reach Cyber Charter School.
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INTRODUCTION

The Board of Trustees of Reach Cyber Charter School employs all staff of the school, including the Lead School Administrator and teachers. The Board has chosen to partner with Connections Education LLC (“Connections”) via the Statement of Agreement to provide human resources and support services integral to the delivery of the Education Program, including:

(1) recruiting, training, monitoring, and supporting school staff and other support service providers employed or otherwise engaged by Reach, as well as supporting the performance evaluation process for such personnel;

(2) implementing a performance based compensation program for all school staff designed to attract and retain qualified personnel;

(3) providing payroll and benefits administration, including providing employee benefit plans as required by law;

(4) conducting background checks, child abuse clearances and pre-employment reviews as specified by law; and

(5) assisting in the development of this employee handbook and also a student handbook that shall be submitted for review and adoption to the Board of Trustees.

Connections’ experience will ensure Reach is staffed by well-trained and effective cyber learning professionals. The Connections’ Human Resources Department (referred to herein as “Human Resources” has extensive experience in recruiting, screening, and qualifying staff for high-quality cyber schools.

All employees of the school will be expected to embody the core values and cultural pillars that make for a successful school environment:

• **BE BRAVE.** As a cyber, we occasionally need to take risks and make bold moves and we expect our people to embrace and support these decisions. You should speak up when you have a valuable opinion, or when you disagree with a decision or someone’s actions. As we are in an ever-changing school model, you also need to be willing and eager to accept change.

• **BE IMAGINATIVE.** We need our people to think outside the box by presenting innovative solutions. We admire creativity and ingenuity. When you have an idea, share it. Be forward-thinking in your role so that we can all anticipate outcomes.

• **BE DECENT.** We demand respect and professionalism of our people. Your interactions with others, whether within the school or externally, should be engaging and genuine. Our people should display the highest integrity and ethics – particularly when it comes to working with children. Recognize and reward others you work with for their successes.

• **BE ACCOUNTABLE.** Take pride in your work. Take ownership when you’ve made a mistake. We believe in empowering our people, but with empowerment comes personal accountability. You should hold yourself to the highest standards for your projects and service.

Reach Cyber Charter School will carry these values over to its employees by striving to provide a work environment built upon the following cultural pillars:

• Empowerment: We believe in giving our employees the autonomy to make decisions and providing our employees with the tools and resources necessary to feel empowered to make those decisions.

• Accountability: We believe in holding our employees accountable for their own work product and quality service.

• Anticipate Outcomes: We believe in challenging our employees to explore all possible outcomes of any given situation and to plan accordingly to proactively overcome any negative impacts.

• Reward Success: We believe in celebrating the success of our employees and recognizing their contributions.

• Rapid Response: We believe in responding to feedback and results quickly with incremental changes.
PURPOSE OF THE HANDBOOK

We have created these policies for all staff of the school. These policies have been prepared for all full-time and part-time employees, unless otherwise noted herein. Any references in this handbook to “we”, “our”, and “the school” are intended to mean Reach Cyber Charter School, by which you are employed.

This handbook does not create any expressed or implied contract concerning your employment nor does it guarantee your employment for any term. It is intended to assist employees in getting acquainted with our school, and to serve as a reference manual for information about our employment policies and procedures.

We reserve the right to add to, suspend, delete, or modify any part of the handbook, at any time and without notice. However, we will keep you apprised of important changes in our policies, procedures, and practices. However, you may not always be notified in advance of a change or the reason for the change. Furthermore, we reserve the right to respond to each situation in the manner we determine will best serve the interests of fairness and responsible business management.

If you cannot find the answer to the question you have, or if you have specific questions about the interpretation or application of a particular provision, please consult Human Resources.

The most current version of this handbook is always available online in the Virtual Library. Online updates supersede earlier hardcopy versions. You should therefore consult the online version for any questions. Federal, state, or local laws prevail in the event there is a conflict with the content of this guide.

To be effective, any agreement altering the terms and provisions of this handbook must be in writing and approved by the Board. If you sign additional agreements related to your employment, you will be required to comply with their provisions even if they are different than the information that is contained in the employee handbook. Any individual who violates any policy in this handbook will be subject to disciplinary action, up to and including termination. After reading this handbook, you will be asked to acknowledge that you have read and understand the handbook’s contents.

AT-WILL EMPLOYMENT

No policy or provision in this handbook is intended to create a contract binding you or the employer to an agreement of employment for a specified period of time. Employment can be terminated by either the employee or the employer at any time, for any reason, with or without notice. No representative or agent of the employer, other than the Board, can authorize or sign an employment agreement contrary to the above terms and otherwise make any binding offer of employment for a specific term.

JOB RESPONSIBILITIES

Each employee is required to perform the job duties applicable to their position in a satisfactory manner. At any time, an employee may be asked to perform duties outside of their job description consistent with the culture of collaboration and teamwork within our school. Employees are expected to perform additional duties in the same manner they would the duties listed in their job description.

MANAGER RESPONSIBILITIES

REPORTING OBLIGATIONS

Any employee whose title is manager or higher AND/OR who supervises other employees, for purposes of this section referred to as “Management”, must follow the policies set forth below. Management MUST immediately (within 24 hours) report complaints of harassment, requests for accommodations, workplace injuries and complaints of retaliation to Human Resources.

Reach Cyber Charter School
MANAGER EMPLOYEE RELATIONS

Management is expected to maintain appropriate and professional relationships with all employees under their supervision. Managers should remain objective in all dealings with employees and should never show any preference or favoritism towards one employee over another.

DISCLOSURE OF CONFIDENTIAL EMPLOYEE INFORMATION

Management is prohibited from disclosing employee information to internal or external parties, except as required by law, including the following: compensation, performance issues, medical conditions, and any other information deemed confidential by Human Resources.

In addition, management is not permitted to provide reference checks for former employees, except as permitted by law, and all inquiries of this type should be forwarded to Human Resources. If an employee asks management for a letter of recommendation, the letter must be routed to Human Resources for approval prior to release to the employee and/or to a third party. Lastly, management is strictly prohibited from requesting medical documentation or a doctor’s note from any employee; these requests must come from Human Resources.

HIRING PRACTICES

Any level of management charged with hiring must comply with our Equal Employment Opportunity policy. Management must also comply with the recruiting and hiring practices of the Human Resources department. Please refer to relevant Manager Training programs for further information.

Additionally, a manager who has a personal or professional relationship with an applicant for employment must disclose this relationship to Human Resources in writing at the outset of the hiring process. In order to maintain objectivity in hiring decisions, it may be necessary for the manager to be excused from the interview process. Specifically, if a manager is making any decisions related to the background check of an applicant which they have a personal or professional relationship with, it is imperative that Human Resources is involved in discussions with the applicant.

OUTSIDE EMPLOYMENT

Outside employment is additional employment for which compensation is paid by an EXTERNAL source while the employee is also an employee of Reach Cyber Charter School. This employment must not interfere with job performance or interfere with the assigned work schedule. Outside employment should be consistent with generally accepted activities for an educational institution and may not be conducted on school property nor use school property or resources. Some employees may be subject to a non-compete agreement prohibiting certain types of outside employment. If you have a question about whether you are subject to a non-compete agreement, contact Human Resources.

REQUIRED EMPLOYEE TRAINING PROGRAMS

We value our employees and strive to prepare them for a long and successful career by offering a well-rounded training program. As a result, there are a number of optional and mandatory trainings available to employees. All mandatory trainings must be completed in the timeframe established. Employees who are in need of an extension should work with their manager in conjunction with Human Resources to have the request for extension approved.

TERMINATION OF EMPLOYMENT

- **Notice and Severance:** We request that employees who plan to resign notify their manager in writing at least two (2) working weeks prior to their last day. For those employees in a supervisory capacity, three (3) weeks of notice is requested. Vacation and other forms of leave are not to be used during the notice period. The purpose
for advance notice is to provide for an orderly transition of the employee’s duties in a professional manner. Employees who are considered at risk for accessing confidential information during the notice period may have their duties adjusted during this time period or may be requested to work at home or may be excused from their work responsibilities. The right to work through the end of a notice period is at our discretion.

- **Last Pay and Payment of Leave:** Employees who resign or are terminated will be paid through the last day worked, including any overtime worked. Employees will be paid for unused vacation leave according to the terms of the vacation policy. An employee is considered to have terminated employment as of the last day worked, for all pay and benefits purposes. Medical, dental, and vision benefits end on the last day of the month in which the employee has terminated employment.

- **Return of Property and Equipment:** As provided in the property and equipment policy, an employee must return any of these items in their possession no later than their last regular day of employment. On or before the employee’s last day of employment, the employee will be required to sign a Certificate of Separating Employee, certifying that the employee has returned all company materials. If an employee fails to return company property, they may be billed for the value of any property and equipment issued and not returned in working condition equivalent to when it was received, normal wear and depreciation excluded.

- **Continuation of Benefits.** The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows eligible employees to extend health insurance for up to eighteen (18) months (at their own expense) following termination of employment. Additional information about COBRA is provided in the Employee Benefits Guides.

- **Exit Interviews:** In instances where an employee voluntarily leaves our employ, we would like to discuss your reasons for leaving and any other impressions that you may have about our organization. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview you can express yourself freely. It is hoped that this exit interview will help us part as friends, as well as provide insight into possible improvements we can make. All information will be kept confidential to the extent possible.

- **Involuntary Termination by the School:** Any employee who is terminated by the school shall have the ability to have his or her termination reviewed by the Board of Trustees by making a written request to the School Leader, including a detailed explanation of the reasons for such request, within five (5) calendar days of such termination. No termination by the school will be considered final until the later of (i) the time period to request a review by the Board of Trustees has expired and no such request has been made by the terminated employee, or (ii) the Board of Trustees has affirmed such termination after such request for a review has been made.
PRE-EMPLOYMENT, HIRING, AND TRANSFER POLICIES

EQUAL OPPORTUNITY POLICY

The principles of equal employment opportunity are a vital element in our success. These principles extend to all aspects of employment including recruitment, hiring, assignment, training, compensation, benefits, terminations, educational assistance, social and recreational programs, promotions, and transfers. We are committed to creating and fostering a work environment free from unlawful discrimination and harassment and one in which decisions and terms of employment are not based in any way on race, creed, color, religion or religious affiliation, national origin, citizenship, age, sex, sexual orientation, gender identity and/or expression, marital status, disability, genetic information, or veteran status, or other category protected by law.

We are committed to providing an accessible work place for all employees. We will make reasonable accommodations on behalf of individuals of which we are aware. Employees in need of accommodation should contact Human Resources.

RESPONSIBILITIES

Under the guidance of the Board of Trustees, Human Resources has overall responsibility for developing, communicating, and enforcing the principles set forth in this policy throughout the entire organization.

Continued success in equal employment opportunity depends not only on the commitment and involvement of those directly responsible for the program’s implementation but also on the dedication of all employees. Assuring equal employment opportunity is a fundamental and direct responsibility of all levels of management. All managers and supervisory personnel are charged with making a personal commitment to practice and enforce the principles of this policy, including the following:

- Recruit, hire, train, promote, transfer, and provide opportunities without regard to race, creed, color, religion or religious affiliation, national origin, citizenship, age, sex, sexual orientation, gender identity and/or expression, marital status, disability, genetic information, or veteran status, or non-job related characteristic;
- Ensure that promotion decisions are made in accordance with equal employment opportunity requirements by imposing only valid, job-related requirements for promotional opportunities; and
- Ensure that all personnel actions relating to compensation, benefits, transfers, terminations, layoffs, training, and education assistance are administered in a nondiscriminatory manner.

This policy applies to all employees, supervisors, or managers, at any level.

Any Manager or Supervisor who becomes aware of allegations of unlawful discrimination or harassment must bring the allegations to the attention of his or her Manager or Human Resources.

UNLAWFUL HARASSMENT

We are committed to providing a work atmosphere free of unlawful harassment. Unlawful harassment is unwelcome or unwanted conduct, whether verbal, nonverbal, or physical, which: (1) demeans, degrades, or shows hostility toward another person because of that person’s race, color, religion or religious affiliation, national origin, citizenship, age, sex, sexual orientation, gender identity and/or expression, marital status, disability, genetic information, or veteran status, and (2) the conduct substantially interferes with an individual’s employment by creating a hostile work environment.
We will not tolerate any form of harassment based on race, color, religion or religious affiliation, national origin, citizenship, age, sex, sexual orientation, gender identity and/or expression, marital status, disability, genetic information, or veteran status. This policy applies in the workplace or in any work-related settings, such as business trips, sales meetings, conventions, or business-related social events. We expect employees to conduct themselves in a professional manner in the workplace and at any other time they are representing us. Such conduct is essential to promote quality work, and to ensure a work environment free of discrimination.

**INTERNAL COMPLAINT PROCEDURES**

If an employee believes he or she has been unlawfully discriminated against or harassed, the employee should immediately inform his or her supervisor. If the employee believes that his or her supervisor is the source of the problem, or is uncomfortable with this approach for any reason whatsoever, the employee should contact Human Resources. Complaints will be kept confidential to the extent reasonable and possible under the circumstances, and will be investigated and handled promptly, impartially, and appropriately.

Retaliation for bringing a discrimination complaint forward or for participating in an investigation will not be tolerated.

Please reference the Virtual Library for contact information to report a concern to Human Resources.

**REQUIRED DOCUMENTATION**

Any documentation or forms, either paper or electronic, that are required by Human Resources must be completed and returned to Human Resources within three (3) days of the first date of employment. Required documentation may vary depending on the employee’s position.

**PROOF OF U.S. CITIZENSHIP AND/OR RIGHT TO WORK**

Federal regulations require that within three (3) days of hire, all employees must complete and sign Federal Form I-9 Employment Eligibility Verification Form and must present original documents of identity and eligibility to work in the United States. Additionally, employees in some states may be required to be E-verified as required by state law.

**APTITUDE AND ABILITY TESTS**

For certain positions, you may be required to be tested for your qualifications. If you have a disability which will affect your ability to take such a test, it is important that you advise Human Resources of this so that a reasonable accommodation can be arranged.

**BACKGROUND CHECK POLICY (REFERENCE CHECKS, CREDIT CHECKS, CERTIFICATION VERIFICATION AND CRIMINAL HISTORY REPORTS)**

Offers of employment are contingent upon satisfactory reference and background checks as well as receipt of valid certification documents and fingerprint clearances as required or any other approvals as listed in the offer letter. We reserve the right to conduct additional background checks periodically during employment. Employment may be denied or terminated if we believe the result of any of the background checks performed would affect an individual’s ability to do his or her job and/or the safety of the workplace or our customers. Background checks and other clearances or verifications as required by Pennsylvania law are conducted at the time of hire and every two years thereafter.
The following standard checks are conducted for all employees:

- County and/or statewide criminal checks for addresses in the previous 7 years
- Social security number verification
- Sex offender check or U.S. criminal indicator search. Additionally, we will perform a verification of educational credentials for employees and a credit check for individuals assuming a significant degree of financial responsibility.

**EDUCATIONAL HISTORY REVIEW**

If it is found after employment begins that any information provided on the application was false or misleading, or that information that could be detrimental to the school was withheld during the interview and/or hiring process, employment may be terminated.

**ARRESTS OR CONVICTIONS DURING EMPLOYMENT**

Employees who are arrested for or convicted of a felony or misdemeanor offense that could directly impact the employee’s ability to perform his or her job, have a negative impact on the school, or must be reported as required by law, must immediately, within one business day of returning to work after the arrest or conviction, notify his/her supervisor and Human Resources. Employees that have been arrested for or convicted of a felony or misdemeanor during employment that impacts the employee’s ability to perform his or her job, or has a negative impact on the school, may receive disciplinary action, up to and including termination.

**EXPIRATION OF EDUCATIONAL CREDENTIALS**

Some employees, as a condition of employment, must maintain a valid credential. This includes teachers and most school administrators. It is the employee’s responsibility to be aware of the expiration date(s) associated with such credentials and to take steps to renew credentials as needed. Human Resources will monitor the expiration of such credentials and provide employees with any notice required by federal or state law or regulation of such expiration. Additionally, disciplinary action may be taken against any employee whose credential expires, in accordance with state regulations.

**INTERNAL APPLICATIONS, PROMOTIONS, AND TRANSFERS**

**INTERNAL APPLICATIONS**

We are committed to posting job opportunities as they become available. Internal and external recruitment may occur simultaneously or separately.

As with external hiring, equal consideration for internal transfer or promotion is given to all who apply in accordance with our Equal Opportunity Policy.

**ELIGIBILITY**

Generally, employees should be in their current position for at least one (1) full school year before applying for another internal position (i.e. if an employee begins employment mid-way through the 2016-2017 school year, that employee must complete the 2016-2017 school year and the 2017-2018 school year in its entirety before becoming eligible for an internal position) For purposes of this policy, employees are considered to have worked one (1) full school year if their employment begins on the first day of school for students as dictated by the school calendar.
Employees beginning employment any day after the first day of school for students will be considered to have begun employment mid-way through that school year.

In addition to the time in their current position, an employee must satisfy all the minimum requirements listed on the posting and must meet current performance expectations and must not have disciplinary actions plans or warnings within the previous sixty (60) days. Employees who are on performance improvement plans are typically not eligible for transfer or promotion. There may be instances where an employee who has previously been successful has moved into a position that is not a good fit for his or her skill set. In these rare instances, with the approval of Human Resources, these employees may be considered for a transfer to a different position.

**TIMING**

So that the school can adequately serve student needs, an employee is generally prevented from transferring positions at any time during the school year.

It is important to maintain continuity in service to our students thus Management must make all decisions regarding internal transfers with this focus in mind. Management has discretion in these decisions as they are empowered with determining what best suits student needs.

Effective dates for transfers or promotions must occur at the beginning of a pay period. A transfer or promotion should occur within four (4) to six (6) weeks after the acceptance of a new position. The current manager will have the ability to indicate if the standard transition time will not be sufficient.

**EXCEPTIONS TO ELIGIBILITY REQUIREMENTS**

The minimum service requirement is waived for transfers and promotions occurring within the same department. Employees transferring from a part time to full time position may also be waived from the minimum service requirement based on business need.

Occasionally, if an employee is a unique fit for an internal transfer based on skills, expertise and performance, as determined by management in coordination with Human Resources, or there is a specific business need/urgency, an exception may be made.

**PROCEDURE**

If an employee desires to pursue a different position, the employee should submit an Internal Application (available on the Virtual Library) to Human Resources via an Issue Aware ticket. The employee must first send the Issue Aware ticket to his or her current manager to confirm notification of his or her intent to interview for another opportunity prior to interviewing with the hiring manager. The current manager must indicate in the Issue Aware ticket whether the standard transition period noted above is sufficient or insufficient due to business needs and if insufficient, must indicate what time frame is needed. The current manager should then send the Issue Aware ticket to Human Resources. A Human Resources representative will assign the Issue Aware ticket to the hiring manager.

**FILLING THE POSITION**

Before making an offer, the hiring manager will review the candidate’s performance documentation with Human Resources, and should discuss the candidate’s work performance with the candidate’s current manager. Human Resources should review the employee’s personnel file and conduct any required background checks which may be required for the new position. If the candidate is selected for the position, the hiring manager will contact the employee’s current manager prior to the conveyance of the offer to discuss the timing of the transition. All discussions or negotiations of details such as salary, grade, title and timing of transfer must be coordinated by Human Resources in Reach Cyber Charter School.
order to insure equity and clear, timely communication. The managers will decide on a mutually agreeable transition date which should typically be within four (4) to six (6) weeks from the date of acceptance of the offer, unless business needs dictate otherwise. Human Resources will provide transferees with written confirmation of their new position, salary, job title and reporting relationship.

Employees offered a position through an internal job posting should accept or decline the position within three (3) working days.

Lateral moves in and of themselves are not appropriate rationale for salary increases (including one-time bonuses and special payments, which are not permitted in lateral transfers). The only permissible rationale is when the competitive pay rates for the new job have been found to be significantly higher than the previous job. All salary actions must be discussed with and approved by Human Resources in advance of communication with the employee. Monetary counter-offers by the employee’s current department will not be permitted.

FAMILIAL AND PERSONAL RELATIONSHIPS BETWEEN EMPLOYEES

Any employee involved in a non-work-related personal or romantic relationship with another employee may not be the manager or have substantive influence or authority over the career advancement, compensation, or performance appraisal of the other. A non-work-related personal relationship is defined as a family relationship including a spouse, former spouse, parent, child, brother, sister, aunt, uncle, niece, nephew, cousin, in-law (brother, sister, father, mother, son, daughter), domestic partner, shared custodial responsibilities, or an intimate relationship, an external business relationship, or any other relationship that could create the potential for a conflict of interest in the workplace.

An intimate relationship may include:

- A relationship involving intermingled financial accounts or shared legal duties
- A relationship where one individual has responsibility for the child of the other (ex. godparent)

Exceptions to this policy must be approved by the Board President if applicable. If there is a question concerning if a relationship constitutes a conflict of interest, please contact Human Resources.

EMPLOYEES WITH CHILDREN ENROLLED IN A CONNECTIONS EDUCATION AFFILIATED SCHOOL OR PROGRAM

COMMUNICATION TOOLS

Employees who have children enrolled in Reach may not use Lync or other forms of communication that are not available to other families when communicating with their children’s instructors. Employees should communicate with their children’s instructors through the channel available to all Learning Coaches as indicated in the School Handbook.

Keeping the channels of communication separate for the Learning Coach role ensures proper tracking of parent and instructor communications to maintain a clear process for parent and student feedback, questions and for school staff to best address parent concerns.

CONFIDENTIAL INFORMATION

Employee access granted in Connexus is to be used to solely for the purposes of performing tasks related to the employee’s position and should not be used to access data related to their child or for any purpose outside of their job duties.
COMPENSATION AND BENEFITS POLICIES

CATEGORIES OF EMPLOYMENT

- **Regular Full-Time**: A regular full-time employee is an employee who is hired for an indefinite period of time and is regularly scheduled to work at least thirty (30) hours per week and is eligible for benefits. Except for adjunct teachers and regular part-time teachers, all teachers are full-time employees, even if they are not scheduled to work during the summer semester. Each school year, teachers may be required to work the summer semester; in the spring of each school year, teachers will be notified of the expectation for summer semester work. On the school level there are two (2) types of regular full-time employees which are detailed below.
  - **School Administrative Employee**: A school administrative employee is a regular full time employee who works on a twelve month basis.
  - **School Non-Administrative Employee**: A school non-administrative employee is a regular full time employee who works on a ten month school calendar. Within this category there are exempt and non-exempt employees. School non-administrative employees may be required to work during the summer semester.

- **Regular Part-Time**: A regular part-time employee is an employee who is hired for an indefinite period of time and is regularly scheduled to work fewer than thirty (30) hours per week and is eligible for certain benefits.
  - **Adjunct Teachers, Substitutes**: Due to the fluctuating nature of work schedules throughout the year, adjunct teachers are not considered regular part-time employees for purposes of regular part-time sick, vacation and personal paid time off policies.
  - **Employees with a work week of less than twenty (20) hours**: are not considered regular part-time employees for purposes of regular part-time sick, vacation and personal paid time off policies.

- **Temporary**: A temporary employee is on the payroll, but is expected to be employed for a specific period of time. Temporary employees are not eligible for employee benefits.

EMPLOYEE CLASSIFICATION AS ESTABLISHED BY THE FAIR LABOR STANDARDS ACT

- **Exempt**: Exempt employees are those employees who are not eligible for overtime pay, as defined under the Fair Labor Standards Act (FLSA). These employees are typically paid on a salaried basis for carrying out their position responsibilities regardless of the hours worked.

- **Non-Exempt**: Non-exempt employees are those employees who, regardless of title or function, are eligible for overtime pay, as defined under the FLSA. Non-exempt employees are paid at a rate of time and one-half for hours worked in excess of forty (40) hours in one week.

OVERTIME

Unless otherwise required by law, non-exempt employees are paid one and one-half times their regular hourly rate for hours worked in excess of forty (40) hours per work week. Employees are compensated only for hours worked.

PAYDAYS/PAYCHECKS

Employees are paid semi-monthly on the fifteenth (15th) and the final day of each month except when the pay date falls on a Saturday or Sunday, in which case employees will be paid the Friday before the fifteenth (15th) or final day of each
month. Advances in pay are not permitted. Employees will have their compensation payments spread over twenty-four (24) equal pays, except where state statutes or regulations require otherwise.

In accordance with the law, all mandatory federal, state, local, and other deductions will be taken from an employee’s semi-monthly pay.

Payroll information must be submitted by the established due date in order for timely processing. These due dates are listed on the Payroll Calendar which is available on the Virtual Library. If changes to payroll information are received after the established due date, they will be processed on the next scheduled pay period.

NON-EXEMPT/HOURLY EMPLOYEES

Hourly employees are paid for hours worked in the pay period following the period in which the hours were recorded (i.e. hours worked from the 1st through the 15th of the month are paid on the final business day of the month). Hourly employees are required to record their start time, lunch break times, and end time on a daily basis on a timesheet. Hourly employees are also responsible for reporting accurate hours on their timesheets. Falsification of timesheet hours is strictly prohibited. Employees must submit their timesheet to their immediate manager for approval of hours worked.

TEN MONTH EMPLOYEE PAY STRUCTURES

EXEMPT TEN-MONTH EMPLOYEE PAY STRUCTURE

Unless a state statute or regulation requires otherwise, exempt ten-month employees' annual salaries will be paid over a twelve-month period. They will receive twenty-four (24) pays of an equal gross amount, assuming they remain employed throughout the school year. If a ten-month exempt employee leaves before the end of the school year, their final pay will be prorated to reflect the percentage of scheduled work days that were actually worked. Normal deductions for taxes and benefits will reduce this gross amount.

Additionally, ten-month exempt employees are able to select one of the following payment schedules each school year:

- Option A: Twelve (12) months with summer pay option
  
  Continue to receive normal payments for the last two months of the twelve-month period (with pay dates of 6/30, 7/15, 7/31, and 8/15 OR pay dates of 7/15, 7/31, 8/15, and 8/31, depending on school 1st and last pay dates).

- Option B: Twelve (12) months with lump sum option
  
  Receive one final "lump sum" payment for the gross salary remaining that would otherwise have been paid out through the rest of the summer on June 30; the lump sum will be split into four separate paychecks.

The payment method for the lump sum (direct deposit or paycheck) will remain the same as the election the employee has chosen throughout the school year unless changed by the employee. Part time ten-month exempt employees are not eligible to select a lump sum payout option.

NON-EXEMPT TEN-MONTH EMPLOYEE PAY STRUCTURE

Non-exempt ten-month employees are paid based on hours worked. Therefore they receive pay only during the ten-month period in which they perform work.

MERIT INCREASES
For all exempt and non-exempt ten-month employees eligible for merit increases, the merit increase eligibility amount in the first year of employment is prorated based on the time of year in which the employee is hired.

Hired July 1 – September 30: eligible for 100% of the merit increase pool
Hired October 1 – December 31: eligible for 75% of the merit increase pool
Hired January 1 – March 31: eligible for 50% of the merit increase pool
Hired April 1 or after: Not eligible for a merit increase in the year in which hired

**INCENTIVE COMPENSATION PLAN**

Some employees are eligible for incentive compensation, based on individual performance and school performance. Bonuses are based on a combination of school and individual performance. All bonuses are discretionary and dependent on the financial condition of the school.

**SCHOOL STAFF**

For the purposes of this policy **only,** School Staff includes non-management administrative employees as well as School Non-Administrative employees.

Full-time school staff level employees are typically eligible for a bonus incentive calculated as a percentage of their annual salary, including career ladder compensation and other bonus eligible earnings. The percentage is determined based upon years of service. In the first year, school ten-month educators are eligible for a 4% percent bonus; which increases to 5% in the second year, 8% in the fifth year and 10% in the tenth year of service. School staff are paid their bonus based on individual and school performance. Bonus payments are made no later than October 31st of the following school year. School staff must be employed on the date in which bonuses are paid to receive the bonus incentive. Employees who leave the school and are rehired within the same bonus incentive plan year are eligible for incentive compensation based upon their rehire date.

School ten-month educators who intend not to return the following school year, and who indicate their intent not to return by April 1st of the current school year, are eligible for fifty (50) percent of their bonus potential, provided they complete the current school year in its entirety. Ten-month educators, who intend to retire at the end of the school year, will be eligible for the entire bonus. We reserve the right to request documentation of retirement.

**SCHOOL ADMINISTRATIVE EMPLOYEES**

For the purposes of this policy **only,** School Administrative employees only include administrative manager level roles and above.

School administrative employees may be eligible for a bonus incentive dependent upon their position with the school. The percentage is determined based upon job level. Bonuses are based on individual and school performance. Bonus payments are made no later than October 31st of the following school year. School administrative employees must be employed on the date in which bonuses are paid to receive the bonus incentive. Employees who leave the school and are rehired within the same bonus incentive plan year are eligible for incentive compensation based upon their rehire date.

In special circumstances, an exception may be made if a school administrative employee has completed the prior school year in its entirety, has left in good standing prior to the start of the current school year, and has given sufficient notice for their position as determined by their supervisor and Human Resources. Sufficient notice in this circumstance is generally above and beyond typical notice and allows time for the school to fill the position and fully train a new employee. An exception may also be made for extenuating circumstances beyond the employee’s control.
EXPENSE REIMBURSEMENT

You will be reimbursed for certain business related expenses. Manager’s authorization is required prior to incurring the expense. To be reimbursed for authorized expenses, submit an approved expense report along with appropriate supporting documentation within 60 days of incurring the expense to the Connections’ Accounts Payable Department.

All employees must adhere to the specific policies and guidelines regarding expense reimbursements in the Travel and Expense Administration and Reimbursement Policy maintained by the Accounting department. The policy and expense report form are available on the Virtual Library > Employee Resources > Accounting Resources (expenses, check requests) > Expense Reimbursements and Forms.

NON-EXEMPT EMPLOYEE TRAVEL POLICY

Some non-exempt positions require occasional travel within the United States. Employees in positions classified as non-exempt under the Fair Labor Standards Act are eligible for compensation for the time they spend traveling. The compensation an employee receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours.

TRAVEL TIME WITHIN NORMAL WORK HOURS

Any portion of authorized travel time that takes place within normal work hours (as defined by the employee’s normal work schedule) on any work day of the week is treated as work hours. Travel time within normal work hours will be paid at the employee’s regular hourly rate and will be factored into overtime calculations.

TRAVEL TIME IN ADDITION TO NORMAL WORK HOURS

Any portion of authorized travel time (with the exception of driving time equal to the normal commute to the employee’s assigned office) that takes place in addition to normal work hours is considered to be outside travel hours. When a non-exempt employee is required to travel as a passenger in an automobile, plane or any other mode of transportation in addition to normal work hours, he/she will be compensated at one-half his/her regular hourly rate for that portion of travel time that takes place in addition to normal work hour.

TRACKING AND REPORTING TRAVEL TIME

Employees are responsible for accurately tracking, calculating and reporting travel time on their travel time sheet in accordance with this policy.

Meal periods should be deducted from all travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

If an employee requests a specific travel itinerary or mode that is different from the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported on the time sheet.

SOCIAL SECURITY

You may be required by law to contribute a set amount of your wages to the U.S. Government’s contributory insurance system known as Social Security and Medicare. We match your contribution as required by law, which currently means paying one-half of the cost of your Social Security/Medicare benefits. Some employees may be exempt from contributing to Social Security because of their participation in a state retirement system.
UNEMPLOYMENT COMPENSATION

If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. You should apply for benefits through Pennsylvania’s unemployment office as soon as possible. Teachers continuing employment, from one school year to the next, are generally not eligible for unemployment compensation during the summer holiday period.

WORKERS’ COMPENSATION

Consistent with federal and state law, we pay all the costs to provide workers’ compensation insurance coverage for all employees for work-related injuries and illnesses occurring during the course of their regular work assignments.

REPORTING A WORKPLACE INJURY

- **Report Your Injury Immediately:** Always immediately notify your manager of any work-related injury or illness. It is your manager’s responsibility to notify Human Resources. A written report on the injury or illness must be provided to Human Resources within 24 hours after the event. We will notify the workers’ compensation insurance carrier. Human Resources will be responsible for submitting all paperwork to the workers’ compensation insurance carrier.
- **Medical Care:** If the injury requires first-aid treatment, you should go to the first-aid kit located in each office. If the injury is serious, or you wish to seek further medical treatment, paramedic services may be called or an urgent care facility. If you feel that medical treatment is not necessary and prefer to see your private physician, you may do so at your discretion.
- **Disability Income:** If your doctor states that you are unable to return to work for a certain length of time, you may be entitled to receive disability compensation. In those serious cases requiring extended absence(s) from work, it is your obligation to keep Human Resources informed of your status.

EMPLOYEE BENEFITS

All available employee benefits are described in the Employee Benefits Guide which is distributed to employees prior to their first day of work and is explained in detail during Employee Orientation. The most up-to-date version of the Employee Benefits Guide is located in the Virtual Library.

ATTENDANCE AND LEAVE POLICIES
WORK HOURS

Teachers work a total of two hundred (200) days per school year, on an approximate work cycle of ten (10) months. The standard school work hours for all school-based employees are established by the Lead school Administrator. The standard school work hours are established as the hours in which teachers are expected to be available to families. As professional, exempt employees, teachers and administrators should expect that their actual working hours will be determined by the amount of time that is required in order to complete the job.

Unless otherwise noted in the offer letter, both exempt and non-exempt employees are expected to work a minimum of forty (40) hours per week. If an employee obtains approval to leave work early or to come in late, their time should be made up within the same week as the approved time away from work.

ADJUNCT TEACHERS

Adjunct teachers are part-time employees who work at home or at an alternative location. Adjunct teachers are required to consult with their Managers to schedule their “core hours,” which will consist of a minimum of three (3) office hours per week between the hours of 9:00 am and 5:00 pm (e.g., Mondays, Wednesdays and Thursdays from 9:00 am – 10:00 am, Thursdays from 2:00 pm – 5:00 pm, etc.).

ATTENDANCE

Each employee has a primary work location and work schedule for the purposes of this policy.

An employee is responsible for being on time as defined by their manager and the needs of the school every day that he or she is scheduled to work. Employees are responsible for completing a leave request for any absence as required by Human Resources. All leave requests must be made in increments of two (2) hours.

Employees are required to call their manager each day they will be absent or late and must gain manager approval to leave work early. Notifying a fellow employee is not sufficient. If you are unable to make the contact yourself because of illness, emergency, or for some other reason, you must have someone make the contact on your behalf. This is only appropriate if you are completely unable to make the contact yourself.

ABSENCE

If you are absent because of illness for five (5) or more successive days, you must submit written documentation from your doctor or be required to convert the days absent to other forms of paid leave, if available, or to unpaid leave. If you are absent five (5) or more days because of illness, you will be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. These absences may be designated as family/medical leave depending on the circumstances.

Absence from work for three (3) consecutive days without notifying your manager or Human Resources will be considered a termination. In general, five (5) unexcused absences in a ninety (90) day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question.
PUNCTUALITY

Tardiness or leaving early for those positions with specifically prescribed work hours, without permission from your manager can be as detrimental to the organization as an absence. Three (3) such incidents in a ninety (90) day period will be considered a “tardiness pattern” and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered.

OFFICE CLOSURE

In the event that the school’s office(s) close due to an unexpected emergency (such as hazardous weather conditions), a "must read" WebMail notice will be sent from the school to all families explaining the details of the office closure. The school also records a voicemail message announcing the details of the office closure on the school’s voicemail system.

If you are an employee who currently has permission to work from home as a home-based employee or on a regular or occasional basis, you will be expected to work a full day regardless of whether the office is open or closed. Any employee with such permission is expected to work at full capacity to the best of their ability. We understand that depending on the situation, you may not be able to work from home at your usual capacity for reasons specific to the situation (i.e. having children home from school).

Since we provide employees with a Web-based Education Management System (EMS) and remote access capability, there may be a possibility of office-based employee also working from home. The ability to work from home will be determined by your supervisor on an individual basis for each day in question.

For all other employees, please follow our school’s policy or contact your supervisor to determine work expectations during office closures. Typically the school’s teachers can work from an alternate location, and are available for families via WebMail and an alternate phone number. More specific details about teacher support will be provided in the WebMail message.

If the office is open and you decide that you do not want to attempt to come to work due to inclement weather, you must contact your supervisor in accordance with the school’s call out policy/procedure. Please make sure you have contact information for your supervisor available.

COMPENSATION DURING OFFICE CLOSURE

If an employee is expected to or requested to work from home, that employee will receive standard compensation for hours worked. If an employee who is expected or requested to work from home is unable to work, the employee must use paid time off.

PAID TIME OFF REQUESTS DURING OFFICE CLOSURE

If an employee without work at home privileges had previously requested a day off from work and the office is closed that day, the employee may have that request cancelled. If an employee with work at home privileges had previously requested a day off from work and the office is closed that day, the employee may still take that day off and thus would not have their request cancelled.

PAID TIME OFF – HOLIDAYS

SCHOOL ADMINISTRATIVE EMPLOYEES

We provide certain paid holidays each year to regular full-time and part-time twelve-month employees. In addition to holidays observed, twelve-month employees will be granted floating holidays as well as a holiday week the final week of
the year. Depending on the month in which an employee is hired, he or she may not receive any floating holidays and/or may receive the final week of the year off, but the employee will not receive pay for that week. For regular full-time employees, floating holidays are allocated based on the hours in the employee’s work week.

A schedule is issued by Human Resources annually and is located on the Virtual Library at [Home > Employee Resources > HR Resources (handbooks, benefits, payroll) > Attendance (Leave, Holidays, Weather)]. The floating holidays must be approved in advance and taken during the calendar year in which they are earned, or they are forfeited. Part time employees receive prorated floating holidays based on the employee’s work hours.

**SCHOOL NON-ADMINISTRATIVE EMPLOYEES**

Teachers work a total of two hundred (200) days per school year, on an approximate work cycle of ten (10) months. Teachers follow the holidays established in their School Calendar.

**PROCEDURE**

If business requirements dictate, a manager has the right to require an employee to work on a scheduled holiday and substitute an alternate day in its place. Holidays are not earned or accrued when the employee is on short-term disability (STD) or long-term disability (LTD). In order to be eligible for paid holidays, an employee must work the last scheduled workday before and the first scheduled workday after the holiday, unless the employee submitted a request for paid time off and received approval in advance of the holiday. Exceptions may be made if an employee provides Human Resources with documentation for an illness or other emergency.

If due to the nature of the business, it is necessary for some employees to work on a scheduled holiday, the following guidelines apply:

- Where possible, exempt employees are to be given a substitute holiday, the date and time to be determined mutually between the employee and their supervisor.
- Non-exempt employees are to receive time and a half for hours actually worked on the holiday (in addition to holiday day)

**HOLIDAYS AND OVERTIME**

Paid holidays count as time worked for the calculation of overtime. Holiday hours and the hours of normally scheduled work time will be used in the determination of hours worked in the workweek towards overtime for non-exempt employees.

**HOLIDAYS AND VACATION, STD, SICK LEAVE AND FMLA LEAVE**

Whenever a recognized school holiday falls within an employee’s scheduled vacation period, the person will receive holiday pay for that day, and it will not be charged to vacation time.

If a holiday falls during a period of short-term disability, the employee does not receive holiday pay; the time is charged to short-term disability and is paid at the usual 66 2/3% or 100% rate.

If a paid holiday occurs while an employee is on paid sick leave, he/she will be paid for that holiday, and the day will not be charged to sick leave. An employee on unpaid Family and Medical Leave during the occurrence of a school recognized holiday will not receive holiday pay.

If a holiday falls during an employee’s intermittent Family and Medical Leave, the employee will receive holiday pay only if he/she is scheduled to work on the holiday.
TERMINATION ON DAY PRIOR TO HOLIDAY

An employee, who is terminated, voluntarily or by school action, on the day preceding a holiday, is not eligible for holiday pay.

PAID TIME OFF – VACATION

SCHOOL ADMINISTRATIVE EMPLOYEES

Paid vacation leave is provided each calendar year to regular full-time and regular part-time school administrative employees based on their length of service.

For regular full-time employees, paid vacation days are allocated based on the number of hours in the employee’s work week. Vacation time is paid at the eligible employee’s base rate of pay at the time of vacation.

VACATION SCHEDULE – REGULAR FULL TIME EMPLOYEES

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Max # of Vacation Days per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newly hired employees receive vacation according to their month of hire</td>
<td></td>
</tr>
<tr>
<td>January – June</td>
<td>5</td>
</tr>
<tr>
<td>July – September</td>
<td>3</td>
</tr>
<tr>
<td>October – December</td>
<td>0</td>
</tr>
</tbody>
</table>

Thereafter, vacation is allocated as follows:

In the calendar year of the 1st anniversary through the year of the 2nd anniversary |

10

In the calendar year of the 3rd anniversary through year of the 6th anniversary |

15

In the calendar year of the 7th anniversary through year of the 9th anniversary |

17

In the calendar year of the 10th anniversary and thereafter |

20

When employees attain their 15th year of service, and on each five-year anniversary thereafter, they will receive an extra five (5) days of vacation in that significant anniversary year only, up to a maximum of 25 days.

For the purpose of taking vacation time, full vacation time is allotted on January 1st of each year. However, for payment of accrued vacation time upon termination of employment, see “Termination of Employment” section below.

Regular part time school administrative employees receive prorated paid vacation time based on a twenty (20) hour work week. Vacation time is paid at the eligible employee’s base rate of pay at the time of vacation.

VACATION SCHEDULE – REGULAR PART TIME EMPLOYEES

Reach Cyber Charter School
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Max # of Vacation Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newly hired employees receive vacation according to their month of hire</td>
<td></td>
</tr>
<tr>
<td>January – June</td>
<td>20</td>
</tr>
<tr>
<td>July – September</td>
<td>12</td>
</tr>
<tr>
<td>October – December</td>
<td>0</td>
</tr>
<tr>
<td>Thereafter, vacation is allocated as follows:</td>
<td></td>
</tr>
<tr>
<td>In the calendar year of the 1st anniversary through the year of the 2nd anniversary</td>
<td>40</td>
</tr>
<tr>
<td>In the calendar year of the 3rd anniversary through year of the 6th anniversary</td>
<td>60</td>
</tr>
<tr>
<td>In the calendar year of the 7th anniversary through year of the 9th anniversary</td>
<td>68</td>
</tr>
<tr>
<td>In the calendar year of the 10th anniversary and thereafter</td>
<td>80</td>
</tr>
</tbody>
</table>

When employees attain their 15th year of service, and on each five-year anniversary thereafter, they will receive an extra twenty (20) hours of vacation in that significant anniversary year only, up to a maximum of one hundred (100) hours.

For the purpose of taking vacation time, full vacation time is allotted on January 1st of each year. However, for payment of accrued vacation time upon termination of employment see “Termination of Employment” section below.

**REQUESTING VACATION**

We will try to accommodate employee requests. All vacation must be requested in advance and must be approved by your manager. The manager has the right to decline an employee’s request if the vacation schedule interferes with business needs.

If a paid holiday falls within a vacation period, it will be paid as a holiday.

While on vacation, if an employee is hospitalized or experiences an illness or injury that results in a short-term disability claim, the applicable days will be charged to short-term disability. No other use of time while on vacation is permitted.

**PAYMENT IN LIEU OF TIME OFF**

No active employee will receive payment for vacation in lieu of taking the time off.

Additionally, employees must take their vacation in the same calendar year in which the vacation is credited, and will not be able to carry over accrued, unused vacation into the next calendar year, except as described in the next paragraph and as described in the next section headed “Certain State Law Requirements”.

No vacation time may be carried over to the following calendar year unless it is at the written request of the school and approved by Human Resources. Under those circumstances, a maximum of five (5) days may be carried over, and the carry over time must be used by the end of the first calendar quarter. Further, employees may carry such vacation time for use only: under no circumstances will any employee be paid for unused carry-over vacation time, except where:
TERMINATION OF EMPLOYMENT

Employees who leave the school will be paid for pro-rated unused vacation for that year only based on the number of full calendar months worked that year. If vacation has already been used, then no vacation payment will be made. Payment of vacation does not extend the employment period beyond the date of termination.

Employees who terminate employment from the school due to death or disability (such that they are eligible to receive Long-Term Disability under the employer-sponsored plan or Social Security disability benefits), or who voluntarily resign or are involuntarily terminated as a result of job elimination or reduction in force from the employer after 20 years of service and have worked at least one day of the calendar year, will be paid for their full year’s unused vacation allotment without pro-rata.

Upon termination of employment for any reason, voluntary or involuntary, no vacation pay from prior years will be paid, and as discussed in the section of this policy headed “Payment in Lieu of Time Off”, above.

VACATION AND LEAVES OF ABSENCE

Employees who go on Family and Medical Leave (FMLA), Short-Term Disability (STD) leave, Workers’ Compensation leave, or Military Leave will still receive their full vacation accrual for the year. However, employees who go on unpaid leave of absence will receive prorated vacation time based on the amount of time worked.

Employees on long-term disability or Active Military leave continue to be allocated vacation while on leave. After an employee has been on Long-Term Disability leave for three (3) months, he or she may request to be paid for the unused vacation allotment for the year in which the disability began. Employees on active Military Duty can request that he or she be paid for the year’s unused allotment of vacation at the start of the Military Leave. However, in both instances, the employee’s vacation time for that year will not be restored when he or she returns to work and it is a one-time only request. If the employee prefers not to receive such payments and the employee returns to work, the employee will receive his or her full, unused vacation allotment for the year in which he or she returns to work.

Employees who go out on a leave of absence for any reason and do not use their entire vacation allotment for the year of their leave of absence will not roll the time over into the next year, and will not be paid out for the unused time, except in the limited circumstances described in the third paragraph of the section of the policy headed “Payment in Lieu of Time Off” above.

If an employee has a military obligation that requires a two-week tour of duty, the two (2) weeks will not be charged to vacation and will be paid according to the Military Leave policy.

VACATION AND ADJUSTED SERVICE DATES

Employees who leave the school and are rehired into a benefit eligible position within one year of their termination date will receive service credit for vacation based on their original hire date with the school according to the terms of the Adjusted Service Date policy. However, the service credit will be pro-rated based upon the rehire date.

OVERTIME FOR NON-EXEMPT EMPLOYEES

Vacation leave is included in the hours calculated to determine overtime eligibility for non-exempt employees.
PAID TIME OFF - SICK

SCHOOL ADMINISTRATIVE EMPLOYEES – REGULAR FULL TIME

Regular full-time school administrative employees are advanced up to five (5) days of sick leave per year on January 1st for use when they are sick, or a close family member is sick. Sick leave is prorated depending upon date of hire and the employee’s scheduled work hours per week.

Newly hired employees, during their first year of employment, will receive sick days based on their date of hire:

- January – March: 5 days
- April – June: 3 days
- July – September: 2 days
- October – December: 1 day

Sick leave may not be borrowed from future accumulation and is not paid out upon termination of employment. Sick leave can be rolled over from year to year with a maximum of ten (10) accumulated days.

In the event an employee has used his or her sick time for the year, personal days may be used.

Sick leave is included in the hours calculated to determine overtime eligibility for non-exempt employees. If a paid holiday occurs while an employee is on paid sick leave, he/she will be paid for that holiday, and the day will not be charged to sick leave.

SCHOOL ADMINISTRATIVE EMPLOYEES – REGULAR PART TIME

Regular part-time school administrative employees receive prorated sick time based on a twenty (20) hour work week.

Regular part-time school administrative employees are advanced up to twenty (20) hours of sick leave per year on January 1st for use when they are sick, or a close family member is sick. Sick leave is prorated depending upon date of hire.

Newly hired employees, during their first year of employment, will receive sick time based on their date of hire:

- January – March: 20 hours
- April – June: 12 hours
- July – September: 8 hours
- October – December: 4 hours

Sick leave may not be borrowed from future accumulation and is not paid out upon termination of employment. Sick leave can be rolled over from year to year with a maximum of five (5) accumulated days.

In the event an employee has used his or her sick time for the year, personal days may be used.

If a paid holiday occurs while an employee is on paid sick leave, he/she will be paid for that holiday, and the day will not be charged to sick leave.
SCHOOL NON-ADMINISTRATIVE EMPLOYEES – REGULAR FULL TIME

Regular full-time school non-administrative employees earn up to four (4) days of sick leave per year at the beginning of the school year for use when they are sick, or a close family member is sick. Sick leave is prorated depending upon date of hire. Sick leave can be rolled over from school year to school year with a maximum of eight (8) accumulated days.

Sick leave is included in the hours calculated to determine overtime eligibility for non-exempt employees. If a paid holiday occurs while an employee is on paid sick leave, he/she will be paid for that holiday, and the day will not be charged to sick leave.

SCHOOL NON-ADMINISTRATIVE EMPLOYEES – REGULAR PART TIME

Regular part-time school non-administrative employees receive prorated sick time based on a twenty (20) hour work week. Regular part-time school non-administrative employees earn up to sixteen (16) hours of sick leave per year at the beginning of the school year for use when they are sick, or a close family member is sick. Sick leave is prorated depending upon date of hire. Sick leave can be rolled over from school year to school year with a maximum of thirty two (32) accumulated hours.

If a paid holiday occurs while an employee is on paid sick leave, he/she will be paid for that holiday, and the day will not be charged to sick leave.

PROCEDURE FOR USE OF SICK LEAVE

On the day of his/her absence from work due to illness, the employee must call his/her manager or supervisor directly. The employee should call each day to report an absence or must inform the supervisor in advance of the nature and expected length of absence due to an illness that will exceed one day. (Note: information given to the supervisor or manager regarding the “nature” of the absence should be limited to a basic statement of the reason for absence; for example, that the employee is ill. The employee should not provide medical details to the supervisor or manager). Once an employee exhausts all of sick and personal time, remaining days must be taken as unpaid time off.

We reserve the right to request medical documentation to support any sick day use, in accordance with applicable law.

UNREPORTED ABSENCE

Three (3) consecutive days of undocumented, unreported absence is considered a no call/no show, and is cause for termination.

EXTENDED ILLNESS

For absences due to illness which extend beyond three (3) consecutive working days, please contact Human Resources. (In such case, employees must still notify their manager or supervisor of their absence, as described in the “Procedures” section above). After five (5) consecutive working days, the time off may transition to Short-Term Disability. Sick days will not be reinstated and will be considered exhausted, unless required by State Law.
PAID TIME OFF – PERSONAL

SCHOOL ADMINISTRATIVE EMPLOYEES

School administrative employees are eligible to receive personal days each calendar year. Unused, earned personal days may not be carried over from year to year and there will be no pay in lieu of these days. All personal days must be requested in advance and must be approved by your manager.

These days may be used for events such as doctor and dental appointments, family illness, moving, mortgage closings, religious obligations, child and elder care issues, civic involvement (including voting), school affairs, court appearances (other than Jury Duty/Court Service), funerals (other than the death of an immediate family member as defined by the Bereavement Policy), and other personal matters.

Newly hired employees will receive one personal day during their first year of employment if they are hired before March 31st. After the initial year of employment, employees will receive one personal day per year. For regular full-time employees, personal days are allocated based on the hours in the employee’s work week.

There will be no payment of unused personal days after an employee terminates from the Employer.

OVERTIME FOR NON-EXEMPT EMPLOYEES

Personal time is included in the hours calculated to determine overtime eligibility for non-exempt employees.

SCHOOL NON-ADMINISTRATIVE EMPLOYEES – REGULAR FULL TIME

Regular full-time school non-administrative employees hired in the current school year will earn two (2) personal days if hired between August 1st and December 31st and one (1) personal day if hired between January 1st and April 30th. If a school non-administrative employee is hired on or after May 1st of the current school year, they will not receive personal days for the current school year.

School non-administrative employees returning after their initial year of employment will be granted personal days according to years of service outlined below:

- Upon completion of 1 year of service: 8 days
- Upon completion of 3 years of service: 10 days
- Upon completion of 7 years of service: 12 days
- Upon completion of 10 years of service: 14 days

Employees who leave the school and are rehired into a benefit eligible position within one school year of their termination date will receive service credit for personal days based on their original hire date with the school. Unused, earned personal days may not be carried over from year to year. All personal days must be requested in advance and must be approved by your manager.

If a school non-administrative employee ends their employment prior to the end of the school year, they are eligible for pay out of personal days if they have worked at least 90 days of that school year.

SCHOOL NON-ADMINISTRATIVE EMPLOYEES – REGULAR PART TIME

Regular part-time school non-administrative employees receive prorated personal time based on a twenty (20) hour work week. Regular part-time school non-administrative employees hired in the current school year will earn eight (8) hours of personal time if hired between August 1st and December 31st and four (4) hours of personal time if hired...
between January 1st and April 30th. If a regular part-time school non-administrative employee is hired on or after May 1st of the current school year, they will not receive personal time for the current school year.

Regular part-time school non-administrative employees returning after their initial year of employment will be granted personal time according to years of service outlined below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Personal Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>32 hours</td>
</tr>
<tr>
<td>3</td>
<td>40 hours</td>
</tr>
<tr>
<td>7</td>
<td>48 hours</td>
</tr>
<tr>
<td>10</td>
<td>56 hours</td>
</tr>
</tbody>
</table>

Employees who leave the school and are rehired into a benefit eligible position within one school year of their termination date will receive service credit for personal time based on their original hire date with the school. Unused, earned personal time may not be carried over from year to year. All personal time must be requested in advance and must be approved by your manager.

**TRANSFERS BETWEEN EMPLOYMENT STATUSES**

Employees who transfer from temporary or part-time to a regular full-time twelve-month position will be eligible for vacation, sick, personal, and floating holidays based upon their transition date according to the New Hire Allocation for their first year only. Thereafter, beginning January 1st of the next calendar year, employees will be allocated vacation, sick, personal, and floating holidays based on their length of service using their original hire date or rehire date, if applicable.

Employees who transfer from a regular full-time twelve-month position to a temporary or part-time status will be paid for their pro-rated, unused vacation time based on the number of full calendar months they worked in a vacation-eligible position. If vacation time has already been used, then no vacation payment will be made.

Employees who transfer from a ten- to twelve-month position will be eligible for vacation based upon their length of service. These employees will receive sick, personal, and floating holidays based upon their transition date according to the New Hire Allocation for their first year only. Thereafter, beginning January 1st of the next calendar year, employees will be allocated vacation, sick, personal and floating holidays based on their length of service using their original hire date or rehire date, if applicable.

Employees who transfer from a twelve- to ten-month position will be eligible for personal days based upon their length of service. Sick days will be allocated based upon their transition date according to the New Hire Allocation for their first year only. Thereafter, beginning the first teacher work day of the next school year, employees will be allocated personal and sick days based on their length of service using their original hire date or rehire date, if applicable.

Employees who transfer from temporary or part-time to a regular ten-month position will be eligible for personal and sick days based upon their transition date according to the New Hire Allocation for their first year only. Thereafter, beginning the first teacher work day of the next school year, employees will be allocated personal and sick days based on their length of service using their original hire date or rehire date, if applicable.

Employees who transfer from a regular full-time ten-month position to a temporary or part-time status will be paid for their unused personal days as long as they have worked at least ninety (90) days of the current school year.

Employees who transfer positions and who have an original hire date as well as a rehire date or dates will only receive service credit for their original hire date if they were rehired into a benefits eligible position within one year of their termination date. If an employee was not rehired within one year into a benefits eligible position, they will receive service credit based upon their rehire date. For example, an employee who leaves the company and is re-hired after two (2) years will receive service credit based upon their rehire date if the employee transfers positions.
BEREAVEMENT LEAVE

For the death of a spouse, domestic partner, child or step-child, daughter-in-law, son-in-law, parent/guardian, stepparent, brother, sister, brother in law, sister in law, grandparent, grandchild, parent-in-law, or other resident of the household, regular full-time employees are provided with up to five (5) days of paid bereavement leave. This time is granted from the date of death through the day of the funeral. If the funeral is held out of town and requires extensive travel, or if there are other extenuating circumstances, consult Human Resources for determining the appropriate time off for the employee. Human Resources may require the employee to provide proof of death in the family (i.e. copy of obituary listing employee as a family member or notice from a funeral home stating relationship to employee).

Employees may request time off to attend funerals for other than immediate family members, but will need to use personal or vacation time to cover the absence. If an employee does not have any personal or vacation time to use, they may request unpaid time off.

EFFECT OF BEREAVEMENT PAY ON OVERTIME CALCULATION

Paid bereavement leave counts as time worked for the calculation of overtime. Bereavement hours and the hours of normally scheduled work time will be used in the determination of hours worked in the workweek towards overtime for non-exempt employees.

JURY DUTY LEAVE

We recognize an employee’s civic responsibility to serve on a jury if requested to do so. Employees will be paid their full salary for up to four (4) weeks for jury duty leave. For non-exempt employees, jury duty leave that falls during the hours of regularly scheduled work time will be used in the determination of hours worked in the workweek for the purpose of calculating overtime. Leaves for appearing as a subpoenaed witness or to attend a court or coroner’s inquest will be unpaid, unless an employee uses a vacation or personal day. All employees may take unpaid leave as needed to perform jury duty.

An employee must submit a copy of his or her jury summons to Human Resources upon receipt and inform his or her manager on a daily basis when he or she will need to be in court. The employee is also required to report to work on partial or full days when the court does not require the employee’s presence.

MILITARY LEAVE

Employees will be granted a military leave of absence for active service or training in the U.S. military to the extent required by the Uniformed Services Employment and Reemployment Rights Act (USERRA). To the extent required by USERRA, eligible employees will continue to earn service credit. In addition, eligible employees who return from such military leave are guaranteed a job to the extent required by law if they comply with reinstatement requirements. Employees must provide proof of military leave obligations prior to going on leave if at all possible. For further information on USERRA please refer to the USERRA poster posted on the Virtual Library.

MORE ABOUT MILITARY LEAVE AND BENEFITS

Regular full-time employees are eligible for paid benefits under this policy. Reservists and Members of the National Guard will be paid their regular base salary for the first ten (10) working days of required military training each year. Employees who are called to or volunteer for active duty will be paid their regular base pay for the first thirty (30) days. All time taken beyond the thirty (30) days will be unpaid.
Employees out on military leave will still receive full vacation, sick, and personal day accrual for the year. However, there is no carry-over of vacation, sick, and personal time for employees who do not use their allotment for each year of their military leave. An employee can request to be paid for unused vacation and personal days at the start of the leave. However, this is not a requirement.

An employee on military leave has the right to remain on the school’s benefit plans for two (2) years following the first month of active military duty. The school will continue to pay premiums during any period of the leave that is unpaid. Health insurance benefits are also available under the Military Health Care Program, TRICARE, required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. For information regarding your 401 (k) plan treatment during military leave please refer to the Summary of Plan Provisions. Upon return from military leave, an employee has the right to reinstatement in benefits plans. An employee is required to contact Human Resources in writing every 4 weeks, when possible, during the period of service.

Under the current law, employees on a military leave of absence are guaranteed the same or a suitable job if they are released from military service under conditions other than “undesirable” or “dishonorable,” provided they apply for reinstatement to Human Resources within the required legal time frames. A suitable job is a position the employee qualifies for through skills, performance, education, and training.

An employee must notify their manager (if possible) at least one (1) month prior to beginning military leave for active service. An employee must also produce a copy of their military orders, as soon as reasonably possible, for active service. An employee is required to report back to work or submit a timely application for reemployment upon completing a period of service as required by law.

**TEACHER COMPENSATORY TIME**

As exempt employees, teachers are not eligible to earn overtime. However, we occasionally ask teachers to participate in activities that may take place outside of normal office hours such as information sessions, weekend field trips, or administration of state testing. Because we appreciate your willingness to participate in these activities, we have created a compensatory time program to give you credit for this extra work. Compensatory time is paid time-off that may be taken during normal school work hours and during the school year.

**ELIGIBILITY**

Regular, full-time teachers who participate in school-sponsored activities outside of the normal work hours are eligible for compensatory time. To the extent an activity is not sponsored by the school, or a teacher’s presence at a school-sponsored activity is not required, a teacher is not eligible to earn compensatory time.

**EARNING COMPENSATORY TIME OFF**

Teachers must work a minimum of four (4) consecutive hours per eligible activity to earn compensatory time. Any time worked over a four (4) hour period will be rounded to the nearest four (4) or eight (8) hour increment. If hours worked fall directly between two (2) four-hour increments, it is at the Lead School Administrator’s discretion to determine whether the hours will be rounded up or down. Teachers are limited to a maximum of forty (40) hours of compensatory time per school year.

For example, if a teacher works five (5) hours, it should be rounded to four (4) hours. If a teacher works seven (7) hours, it should be rounded to eight (8) hours. If a teacher works six (6) hours, ten (10) hours, or any amount falling directly in between two four hour increments, it is up to the Lead School Administrator to determine whether the hours should be rounded up or down.

School events authorized for compensatory time must be approved by the Lead School Administrator.
REQUESTING TO USE COMPENSATORY TIME OFF

Teachers requesting to use their earned compensatory time should submit a request through myCAL. Compensatory time off must be used in increments of two (2) hours. Compensatory time must be used within the school year that it is earned.

The Lead School Administrator may deny requests for compensatory time if the Lead School Administrator deems, within his/her sole discretion that taking the time off as requested might adversely impact school operations. Compensatory time is not transferable to other employees and will not be paid out to employees in the form of compensation at any time.

TRACKING OF COMPENSATORY TIME OFF

Compensatory time will be tracked through myCAL. Teachers or managers should submit a request and approval for a balance addition via myCAL. Requests to use compensatory time will follow the same request and approval process as all other forms of paid time off.

LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

Generally, eligible employees are entitled to up to twelve (12) weeks of unpaid leave per rolling twelve (12) month period for birth, adoption, or foster care of a child; to care for a child, spouse or parent; or for their serious health condition.

Additionally, the FMLA permits a spouse, son, daughter, parent, or next of kin to take up to 26 workweeks of leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves or a veteran under certain circumstances, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness and was a member of the Armed Forces at any time during the five-year period before he or she began the treatment, recuperation or therapy. An employee is also permitted to take FMLA leave for any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

All twelve-month employees who begin leave after July 1, must exhaust all paid leave during the FMLA absence, with the balance of the twelve (12) weeks being unpaid, except when the employee is taking leave for his/her own serious health condition and qualifies for short-term disability.

If a twelve-month employee requests leave under this policy scheduled to begin prior to July 1, that employee is required to exhaust fifty (50) percent of all paid time off allocated them for that year.

If a ten-month employee requests leave under this policy scheduled to begin prior to January 1, that employee is required to exhaust fifty (50) percent of all paid time off allocated them for that school year. If a ten-month employee’s leave under this policy is scheduled to begin on January 1 or after, that employee is required to exhaust all paid time off allocated them for that school year.

The use of paid time during FMLA leave does not extend the length of FMLA leave, and paid time will run concurrently with the employee’s FMLA entitlement. An employee may use allotted and available sick days if he or she is sick or injured, or to care for a sick child.

An employee may receive compensation under the Short-Term Disability (STD) program if he or she is eligible for such during a leave as a result of a disability. In the event that an employee is determined eligible to receive short-term
disability benefits, the first five (5) work days will be charged against the employee’s sick day allotment. Sick days are not reinstated unless mandated by state law. If there are no sick days available, then the first week is unpaid unless the employee wishes to use personal or vacation time for payment. After the sick days are paid, STD benefits may continue for up to twenty-five (25) additional weeks.

An employee may use allotted and available Personal and Vacation Days, but only after all other available compensation has been exhausted.

Leave to care for a child after birth or placement of adoption or foster care must be taken within twelve (12) months of the child’s birth or placement.

In order to take leave to care for a family member with a serious health condition, an employee must provide medical certification of the serious health condition, and the medical necessity for the employee to assist with the care of the family member.

All time used for STD or Worker’s Compensation will be counted toward the twelve-week allotment. Certain eligibility rules and requirements may apply under different state laws. Employees will be provided with additional information if this applies to them. If employees who are married are both employed by the school, they may take only a combined leave of twelve (12) weeks per year for the birth/adoption of a child.

Eligible employees may take leave intermittently when medically necessary and with proper medical certification as required by law. Intermittent leave may be taken in full day or partial day increments. For partial day increments, the employee’s timesheet should reflect the actual amount of time spent away from the workplace. Compensation and employee paid time-off benefits may be prorated depending on the duration of intermittent or reduced leave. If an employee wishes to be compensated for the time off work, the time must be taken in accordance with our time off policy. Employees taking intermittent FMLA leave must make a reasonable effort to schedule their leave so as not to unduly disrupt the school’s operations. When an employee takes intermittent leave or a reduced work schedule, we may temporarily transfer the employee to an alternative position, with equivalent pay and benefits that better accommodates recurring periods of leave.

**ELIGIBILITY AND PROVISIONS**

Employees assigned to an office facility with more than fifty (50) employees within a seventy-five (75) mile radius who have been employed at least twelve (12) months and who have worked at least 1,250 hours in the last twelve (12) months are eligible for family and medical leave under the FMLA.

Family and Medical Leave is not paid leave. Upon returning to work, employees will be placed in the original or an equivalent position to the one that they held when they went on Family and Medical Leave unless the employee’s position would have been eliminated or changed regardless of the leave. There are exceptions to this rule for key employees. Health coverage will be maintained during the leave period, provided the employee continues to pay his or her portion of the premium in a timely manner. The employee is responsible for making arrangements with Human Resources to pay their employee premium. If an employee receives compensation from us during the leave, employee contributions to pay for benefits will be deducted.

Time spent on leave will count for vesting service for the employee’s 401 (k) plan. During unpaid leaves, 401 (k) deductions will be suspended. Employees with 401 (k) loans must submit monthly loan repayments by check during unpaid leaves.

An employee will accrue vacation and/or sick leave for the period of leave. An employee on unpaid leave during the occurrence of a school-recognized holiday will not receive holiday pay. Holidays have no effect on the pay of employees on approved paid STD leaves, except that holidays falling within the employee’s elimination period will be counted as a holiday, and not as a sick day. Employees on intermittent FMLA leave will receive holiday pay only if they were scheduled to work on the holiday.
Participation in flexible spending accounts will continue while an employee is on leave. However, the contributions cease when an employee is on an unpaid leave, and employees who are on unpaid leave may not make contributions to their accounts through personal checks or otherwise. A participating employee may submit claims during the leave period. If an employee is on unpaid leave, once the employee returns to work and deductions resume from the paychecks, the remaining amount of the annual contribution will be recalculated to reflect the new appropriate deductions for the remainder of the calendar year.

Employees must submit family and medical leave requests in writing to Human Resources at least thirty (30) days in advance when the leave is foreseeable, or as soon as practical thereafter. In the event that the reason for leave is due to the personal illness of the employee, or to care for a family member with a serious health condition, medical certification is required within fifteen (15) days from commencement or leave request, unless it is not practicable to do so despite the employee’s diligent good faith efforts. In cases where an employee requests FMLA leave in conjunction with short-term disability, the short-term disability application will act as notice of medical certification.

We will notify employees if their submitted medical certifications are incomplete or insufficient, and will provide employees at least seven days to cure deficiencies.

Depending on the circumstances and duration of the FMLA leave, we may require employees to provide recertification of their serious health condition. A new medical certification will be required annually for serious health conditions lasting beyond one year. We also reserve the right to request a second or third medical opinion pertaining to the employee’s disability at our expense.

We may retroactively designate leave as FMLA leave with appropriate written notice to employees, as long as the school’s failure to designate the leave as FMLA-qualifying earlier did not cause harm to the employee.

While out on leave, employees must maintain contact with their manager or supervisor and Human Resources to inform them of their status and intention to return to work at the end of the FMLA period. If an employee gives us notice of his or her intent not to return to work, we no longer are required to maintain health benefits or to restore the employee to his or her job.

Employees must return to work once approved leave has expired. Prior to returning to work, an employee who takes leave due to his or her own serious health condition is required to submit certification from a healthcare provider that he or she is able to resume work. When an employee returns from leave, any coverage that had been suspended during the leave will be reinstated. Use of FMLA leave will not result in the loss of any employment benefits that accrued prior to the start of the FMLA leave.

If an employee fails to return to work at the expiration of an approved FMLA leave, it will be deemed a voluntary termination.

**PARENTAL AND SERIOUS ILLNESS IN THE FAMILY LEAVE**

The parental and serious illness in the family leave policy provides regular full-time and term-of-project employees with up to two (2) weeks of paid time off during a twelve-month period in the following circumstances:

- Parental leave to care for a child after birth or placement for adoption or foster care who is born or adopted on or after January 1, 2012;
- Serious illness in the family leave to care for a seriously ill spouse, domestic partner (affidavit on file with Benefits Department), child or parent, or to make arrangements relative to that care, on or after January 1, 2012. This does not include in-laws.
- Serious illness in the family leave to be with a child during an inpatient hospital stay

A “child” under this policy is typically considered a dependent child under the age of 18. However, in certain limited situations, we may approve this leave for employees needing to care for adult children over the age of 18 if...
circumstances warrant, in our sole discretion. Any request for leave to care for children over the age of 18 under this policy must be approved by Human Resources.

All time used for Parental and Serious Illness in the Family Leave will be counted toward the employee’s twelve-week Family and Medical Leave Act (FMLA) allotment and must be utilized before unpaid time off begins. Parental Leave must be taken within six (6) months of the qualifying event.

In certain instances, state leave laws may differ from the Federal Law. Please check with Human Resources to confirm specific benefit information.

Paid time off taken under this policy will not count as time worked for the calculation of overtime.

ELIGIBILITY

Eligible employees who have been employed for one (1) year and have worked at least 1,250 hours over the twelve (12) months preceding the requested leave are eligible. Full-time employees who meet the eligibility criteria can take up to two (2) weeks of paid leave during a twelve-month period.

DURATION OF LEAVE

Only one (1) two-week leave may be taken during a twelve-month period, which will be counted by looking backward from the date the leave begins. Leave may be taken in minimum of one-week increments.

Parental leave must be taken within the first six (6) months of the birth or adoption of a child, or the placement of the foster child.

NOTICE REQUIREMENTS

When the leave is foreseeable, at least thirty (30) days advance notice to Human Resources is required. If thirty (30) days’ notice cannot be provided, as much notice as possible should be provided. Failure to give reasonable notice may delay, or make an employee ineligible to take leave. Employees must also always contact their supervisor or manager when they are going to be absent, or as soon as possible if advance notice is not possible.

CERTIFICATION AND REPORTING REQUIREMENTS

In all instances, employees requesting leave must complete the Parental and Serious Illness in the Family Leave of Absence Request Form. For Serious Illness in the Family Leave, employees must provide medical certification by a physician or practitioner.

In cases where parental leave is taken to care for a child after birth or placement for adoption or foster care, documentation, such as birth certificate or adoption decree, is required.

UNPAID LEAVE OF ABSENCE

We expect all employees to plan the use of their annual paid time off allotment in a responsible manner ensuring they have time available for unforeseen circumstances throughout the year. Employees who need extended time off from work for personal or other reasons, which do not qualify as Family and Medical Leave, may be approved to take an unpaid leave of absence at our sole discretion, depending upon the circumstances, which are expected to be extraordinary and are subject to verification.
Upon the first instance of taking an unpaid leave day without verification or a leave based on an excuse of a repetitive nature the employee will receive a written warning and will be placed on probation. The second instance will provide grounds for termination.

In order to be eligible to request an unpaid leave of absence, an employee must exhaust all paid time off if applicable based on the type of leave requested.

Employees with less than six (6) months of continuous service are generally not eligible for an unpaid leave of absence, except for military leave or when required by state law.

Unpaid leave requests must be submitted to Human Resources by the employee, and requests must be approved by Human Resources and in some cases, the department manager. An employee does not accrue paid leave during a leave of absence.

An approved unpaid personal leave of absence does not assure employees the right to return to work with us or to the job he or she held. Although we will try to place the employee in a job, we are not obligated to do so. If we offer the employee a position at the end of the leave and the employee fails to accept it, he or she will be considered to have voluntarily resigned without notice.
PERFORMANCE AND DISCIPLINARY ACTION POLICIES

EMPLOYEE PERFORMANCE MANAGEMENT

Performance refers to work performance, attendance and punctuality, conduct, and compliance with policies and procedures. Employee performance is the key to achieving business results and organizational productivity. We use informal and formal performance feedback tools to assist employees in developing high levels of performance.

Employees receive a performance review in advance of their salary review date, which is a common date for all employees. Performance reviews are conducted annually at the end of the school year as well as mid-year in December or January. Employees also receive periodic feedback both formally and informally from their manager. This feedback may be written or verbal.

Based on those reviews and other factors (the employee’s position level, general market condition, internal equity, the school’s overall performance and merit increase pool, etc.), the manager may recommend a merit increase and bonus payment. All salary increases and bonus payments must be reviewed and approved by two levels up in the organization and by Human Resources.

Given that salary reviews are performed on a “common review date,” an employee’s first merit increase as well as his or her incentive compensation is prorated based on his or her start date. A performance review does not guarantee an increase in salary.

Increases are prorated to reflect the amount of time the employee was away from work, including leaves of absence. Merit increases for ten-month employees are prorated based on date of hire in the first year of employment. Please refer to the Ten-Month Employee Pay Structure policy for proration amounts.

DISCIPLINARY PROCESS

Employees are expected to meet certain standards of work performance and conduct. These include, but are not limited to, those outlined in this handbook as well as in the employee’s job description. Employees who do not meet the standards and expectations may be given the opportunity to improve performance and/or conduct through the disciplinary process. The nature of the discipline used, up to and including immediate termination of employment will depend upon the conduct of the employee and the relevant circumstances. It is not a guarantee of continued employment when an employee is placed on an improvement plan as part of the disciplinary process. Employees are expected to meet their performance expectations daily. Certain cases involving serious policy violations warrant a written warning with probationary status. This type of disciplinary action carries a contingency stating that if there are any further violations of policy or unacceptable performance or behavior, it will be grounds for termination.
WORKPLACE CONDUCT POLICIES

STANDARDS OF CONDUCT

In an effort to provide our employees with comfortable and safe working conditions, we maintain standards of professional behavior that all employees must follow. Although there is no way to identify every possible example of prohibited conduct, the following is a partial list of infractions that may result in disciplinary action, up to and including termination of employment.

- Perpetrating fraud against us or Connections’ customers, business associates, or clients
- Theft, misappropriation, unauthorized possession, use of or removal of school or Connections property by others
- Carrying weapons or explosives, or violating any criminal law while on school property or on school business
- Fighting or otherwise threatening, intimidating, coercing, or interfering with managers, co-workers, or guests
- Using profane, obscene, or abusive language while on school property or on school business
- Sleeping during working hours
- Gambling or other immoral or disorderly conduct while on school property or on school business
- A pattern of chronic or excessive absenteeism, tardiness, leaving work early, or any other violation of our attendance policy
- Failure to properly notify your manager about an absence
- Failure to satisfactorily perform your job
- Failure to perform assigned job duties yourself and/or hiring a third party to perform your assigned job duties
- Intentional abuse or destruction of school or Connections property
- Negligent use or care of school or Connections property
- Violation of any safety rule, policy, practice, or procedure
- Violation of any policy in this handbook
- Failure to properly follow any rule or procedure
- Performing your job in a manner that may cause injury to a person or damage to school property, machinery, equipment, supplies, or the business reputation of Connections or its associates
- False, fraudulent, misleading, or harmful statements or omissions concerning another employee or our students, parents, associates, teachers, customers, and vendors or any statement that is harmful or disloyal to our school
- Insallurisdiction or refusal to comply with instructions, or failure to perform reasonable duties
- Dishonesty or providing false information to your manager or to us
- Misuse of private Information and data created as a result of school operations concerning employees, students or their families, and teachers.
- Conduct that, in our sole opinion, reflects adversely on you or our school
- Other acts that, in the opinion of management, warrant disciplinary action

RESPECT FOR OTHERS

We expect our employees to treat each other, students, teachers, vendors, regulators, legislators or any third party that an employee comes in contact with in the course of their job duties with respect and consideration. Lack of respect can be shown through words, conduct, acts or demeanor. Some examples of lack of respect towards other employees include snide remarks, inappropriate jokes, direct comments and even avoidance of particular individuals. The above examples by no means describe all types of disrespectful behavior. As a general rule, behaviors that affect another employee’s ability to work depart from our standard for respect.
**LANGUAGE IN THE WORKPLACE**

The use of obscenity, profanity, sexual innuendoes, coarse language, or language that could be perceived as offensive in the workplace is highly unprofessional and unacceptable. If it persists, it can create a hostile workplace environment and may amount to a form of harassment. All employees are cautioned to avoid such language. Persons improperly subjected to such offensive language should report the incident, using the procedure outlined in the Preventing Workplace Harassment policy.

**PROFESSIONAL ETHICAL STANDARDS**

Employees must maintain high standards of personal, professional, and business conduct and behavior and realize that they have a moral responsibility to act in a professional manner not only to professional associates and fellow employees, but to students and their family members or representatives.

Employees are also required to use sound professional judgment when communicating with students and parents and when handling any situations requiring sensitivity. Employees are to follow all school policies and protocols in regards to FERPA and other dealings with students, parents, Learning Coaches and any agencies which may be associated with a family.

Employees must display the highest integrity and the best judgment and ethics, and use their professional skills to the best interests of all. Employees must use only legal and ethical means when seeking to influence governmental legislation or regulations. Lastly, employees must aid in the professional development of those who enter the educational services profession by assisting them to understand the functions, duties, and responsibilities of the profession; and, endeavor at all times to improve our company.

**REPORTING UNETHICAL BEHAVIOR**

Our ongoing success depends on maintaining high ethical standards of conduct. To reinforce our commitment to the highest standards of ethics, we have made available an Ethics Hotline through our support partner, Connections. The Ethics Hotline is a phone and web-based communications tool that offers employees a confidential way to raise a concern or report suspected unethical, unprofessional, illegal, or fraudulent activity by others associated with the school. The hotline number is 877-892-4063 and the confidential web address is www.connectionssacademy.alertline.com.

What types of incidents should be reported?
We encourage employees to report situations or events that could potentially harm students, schools, employees, or the organization. Examples include violations related to:

- Compliance with regulations
- Conflicts of interest
- Accounting & auditing practices
- Gifts & bribes
- Disclosure of confidential information
- Privacy of student records
- Theft
- Copyright laws and software piracy
- Misuse of resources or funds
- Intellectual property infringement
- Falsification of information
- Threats and physical violence
- Discrimination
- Harassment
- Retaliation

Who should use the Ethics Hotline?
Any employee who has information about possible criminal activities, ethical violations, or other work-related incidents should use the Ethics Hotline. An employee’s first option is to report suspicions to a member of management or Human Resources. If you’re uncomfortable with the direct approach, use the Ethics Hotline.

Reach Cyber Charter School
How it works
Concerns reported to the Ethics Hotline are received by an independent third-party communication specialist who will then report the information anonymously to Human Resources. At no point will the identity of the individual reporting the concern be revealed without his/her consent. Any employee who, in good faith, raises a concern or reports misconduct is doing the right thing and will not be subject to discipline or retaliation just for reporting a concern. If the investigation of a concern reported through the Ethics Hotline reveals that the initial report was done in a malicious or intentionally improper manner, then the person will be deemed to waive their right to anonymity and be subject to disciplinary action.

You are the key to an ethical workplace
While the Ethics Hotline is an ongoing program for concerned employees; we encourage direct communication between you, your coworkers, and your supervisor or another member of management. When you prefer to remain anonymous, call the Ethics Hotline anytime, twenty-four (24) hours per day, seven (7) days per week.

CONFLICTS OF INTEREST

You are prohibited from engaging in any activities that conflict with our interests or have the appearance of doing so. A conflict of interest, or the appearance thereof, may occur when your interest in, association with, and/or employment by another school or one of our suppliers of goods or services, employees/applicants for employment, or students is such that your ability to act in the best interests of the school may be called into question.

If you are concerned that you may be engaging in a conflict of interest, or if you believe that another employee has engaged in such conduct, please discuss the matter with your manager and/or Human Resources.

Conduct that may constitute a conflict of interest includes, but is not limited to:

- Borrowing from, directly or indirectly, lending to, investing in, or engaging in any substantial financial transaction with an existing or potential student or supplier;
- Performing outside work for another entity while working for our school;
- Transmitting confidential information to a student, vendor, another school, or other individual who is not an employee and who does not have authorization to receive it;
- Using our facilities, equipment, labor, or supplies to conduct outside activities;
- Having an intimate relationship with any student, parent of a student, or employee under your supervision, except when such individual is a member of your family or when you have no work responsibilities associated with the individual and the relationship is not prohibited by law or regulation, such as a relationship with an under-age student.

GIFTS

Employees are to avoid any conduct that gives rise to a conflict of interest or even the appearance of a conflict of interest. Specifically, employees must comply with laws that preclude the giving of gifts to government employees even when the gift is given without any intention of influencing the recipient. For purposes of this policy, a gift is defined as anything of value given or reimbursed by the school for which goods or services are not provided in return as part of an ordinary business transaction. This may include tangible items, meals, or travel expenses. Accordingly, employees must have all gifts reviewed by Connections’ Legal Department by creating an Issue Aware ticket.

Employees may not give, solicit, or accept gifts to or from any other person or entity that has or seeks a business relationship with the school unless approved through the Issue Aware process. Employees are also prohibited from giving gifts to vendors, students, families, and government officials.

In no event should any gift of cash, including gift cards, be accepted or made.

Reach Cyber Charter School
If an employee receives an unsolicited gift, the employee must promptly notify his or her immediate supervisor, in writing, and take the following action:

- Return the gift with a letter to the donor explaining the gift policy.
- When a gift cannot be returned because it is perishable and may become damaged or spoiled, send the donor a letter noting this fact and explaining the school’s gift policy.
- When it is necessary to write a letter as prescribed above, the employee should provide a copy of the letter to his or her immediate supervisor and should submit it to the Connections’ Legal Department.

**AUTHORIZATIONS AND APPROVALS**

Under no circumstances is an employee, other than those who have purchasing responsibility authorized in writing, to commit to any purchase or agreement that financially obligates the school. Should you have a requirement to procure goods and services, you must obtain the appropriate authorizations from your manager in accordance with the school’s fiscal policies. Failure to obtain the proper authorizations/approvals will result in disciplinary action and/or a requirement that the individual accept personal responsibility for an obligation wrongfully made in our name.

**SOLICITATION AND DISTRIBUTION**

We prohibit the soliciting by employees and the distributing of non-business material in work areas and during work hours. Bulletin boards, internal directories, interoffice mail, e-mail, and other school resources are to be used only for school purposes unless otherwise designated for this purpose.

Employees may not solicit or distribute ANY information in work areas on behalf of a business, club, school, society, religious group, nonprofit organization, or a political party during working time or during the working time of the employee(s) to whom such activity is directed.

As long as the activity is not disruptive, employees may distribute information about nonprofit fundraising efforts or distribute small items, such as cookies or candy for sale, if the proceeds will be received by a nonprofit organization. The decision for what activities to permit will be determined by the manager. Requests to conduct fundraising activities must be approved by the manager in advance.

We reserve the right to sponsor certain nonprofit fundraising events. However, employees will not be required to participate.

**APPEARANCE AND DRESS**

We strive to provide a work environment that is both professional and comfortable for our employees. We do not want to implement detailed guidelines in order to preserve flexibility and accommodate differences in style preference and taste. However, each employee’s dress, grooming, and personal hygiene should be appropriate to the workplace environment in accordance with guidelines set forth by the manager. In general, employees are expected to dress in a manner and present themselves in a manner that is acceptable in a school setting.

Use good judgment when selecting casual business attire. When meeting with families/students and/or external parties or when visitors are expected in the school, employees should dress in accordance with the expectations of those individuals. Employees who are dressed inappropriately may be asked to return home to select suitable attire. If employees have any questions concerning the dress code, they should speak with their immediate manager or Human Resources.
EMPLOYEE CONDUCT WHILE DRIVING

If you operate your own vehicle in performing your job, you will be considered completely responsible for any accidents, fines, or traffic violations incurred. While driving your own vehicle or a rental vehicle for school business, your personal automobile insurance will be considered primary with any school-provided coverage secondary.

Employees who are driving on business are expected to conduct themselves in a safe and legal manner, obeying posted speed limits and avoiding distractions while driving.

SOCIAL MEDIA POLICY

We believe in utilizing social media sites to foster online collaboration and share what we do, but we expect our employees to do so responsibly. As these online communication platforms continue to evolve, so will our policies. We want employees to speak freely, but also responsibly. This policy is focused on social media activities in or outside of the school that could affect work performance, the performance of other employees, or the school’s interests. The policy provides standards for employees who choose to contribute to blogs, wikis, social networks (Facebook, Twitter), virtual worlds, user-generated audio and video (YouTube), or other social media. Remember that our rules of conduct apply to online activities.

We discourage teachers from sharing personal information with students through social networking sites. It is not appropriate for teachers to deviate from their professional role with students at any time. If teachers choose to interact with students through social networking sites, they are to use filters and other mechanisms to preserve the professional nature of the student-teacher relationship. While such precautions might limit a student's access to your personal information, you may still have access to the personal information of a student. In such a case, you must be aware of the fact that information you learn about students through these networking sites may trigger your duty under applicable law to report suspected abuse, neglect or other conduct to the authorities. This policy shall not be construed or applied to interfere with section seven of the National Labor Relations Act.

PARTICIPATION IN SOCIAL MEDIA SITES

1. Write about what you know. Ensure that statements you make are accurate and factual. Be exciting and creative when talking about our school, but don’t exaggerate or guess. If someone asks you a question you don’t know the answer to, forward it to an expert within the school.
2. Present yourself well. Anything you post will be published to the world. Assume that your colleagues, your supervisor, our school’s students and their parents will read it. Keep that in mind as you post and present yourself in a way that you would in the school. Be sure that the image you portray is consistent with the work you do. Social media sites tend to blur the lines between personal and professional lives, and public and private information. Be aware of that and communicate accordingly.
3. Restrict access if appropriate. Because boundaries can be blurred, everyone potentially has access to your information. Many social sites have privacy settings. Think about using them. You may not want your work contacts to be able to see your vacation pictures from Cancun.
4. Present your school well. Just by identifying yourself as an employee, you are creating perceptions about our school. Make sure that content associated with our school is consistent with its values and standards of conduct.
5. Respect your audience. It is fine to have a healthy debate, but don’t disparage others (including our competitors). Carry our customer service model through to your social media content. Outside parties CAN pursue legal action against you personally for content you post.
6. Correct mistakes. If you made a mistake, go back and correct it. Just make sure you indicate that you have done so before modifying postings.
7. Identify yourself appropriately. Don’t misrepresent who you are — if you’re commenting about our school, let others know your role and status. Make it clear that you are speaking for yourself and not on behalf of our
school. Only employees that have been officially designated by our school have the authority to speak on behalf of the school.

**PROHIBITED ACTIVITIES ON SOCIAL MEDIA SITES**

1. Do not violate your confidentiality and non-disclosure agreement. Follow our official policies on protecting our school and our proprietary and confidential information. Some things that you absolutely can’t disclose on social media sites include school financial information, trade secrets, and confidential information about students. View the official policy for more details.
2. Do not violate copyright or fair use laws. It is extremely important that you respect the laws governing copyright and fair use of copyrighted material owned by the school, our partners or others, for our protection as well as your own.
3. Never conduct school business on a social media site. Our internal EMS and communication tools are the appropriate venues for work-related activities. All contacts with students or parents should occur on and be tracked using the school’s communication tools, not social media sites.
4. Don’t disrupt the learning environment. Teachers and school administrators should maintain a supervisory, professional, and respectful relationship with students.
5. Don’t publish information about students.
6. Don’t publish personally identifiable information, including photos, about your colleagues without their consent.
7. Don’t let social media interfere with your work performance.
8. Know your obligations. If you interact with students, it is your responsibility to understand and be familiar with the reporting requirements for such things as child abuse and neglect, consistent with the laws of Pennsylvania and our policy.

**SUBSTANCE ABUSE**

We are committed to maintaining a safe, healthy, and efficient working environment for our employees and the students and families that we serve. Therefore, we require a drug-free workplace. Employees are strictly prohibited from misusing controlled substances, intoxicants, inhalants, alcohol and prescription drugs, or purchasing, selling, manufacturing, distributing, possessing, or working under the influence of illegal substances. Employees are also prohibited from consuming alcohol in the presence of any students or families enrolled in the school or attending a school function.

Employees who take over-the-counter or prescribed medication are responsible for being aware of any adverse effect the medication may have on the performance of their duties, and must promptly report to their manager if the use of the medication might impair their ability to perform the job safely and/or effectively. Depending on the circumstances, employees may be reassigned, forbidden to perform certain tasks, or even prohibited from working if they are judged unable to perform their jobs safely and/or properly while taking prescribed medication. It is a violation of this policy for any employee to take over-the-counter or prescribed medication contrary to its proper use.

Employees may not use our property and equipment, use a school vehicle, or use their own personal vehicle or rented vehicle in the performance of their job responsibilities while under the influence of illegal drugs, intoxicants, inhalants, or quantities of alcohol above legal limits.

Contact your manager if you are aware of illegal activity at our school. You are required to cooperate fully with Human Resources if you are involved in substance abuse investigations. Employees who are referred for treatment and do not remain drug/alcohol free, and/or perform unsatisfactorily on the job, may be subject to termination.
DEFINITION OF “CONTROLLED DANGEROUS SUBSTANCE”

“Controlled dangerous substance,” as used in this policy, has the same meaning as the term “controlled substance” in the Controlled Substances Act (29 U.S.C. 802), and includes (1) any substance that has not been legally prescribed to the employee by a properly licensed physician, and (2) any substance that is legally obtainable, but has not been legally obtained or is not being used in the prescribed dosage for prescribed purposes. This policy does not prohibit you from taking prescribed medication under the direction of a physician, provided that the prescribed medication does not impair your performance or threaten your safety, security and/or property, or that of us and/or your co-workers. The use of prescribed medication in a manner that is inconsistent with the directions of a physician is not exempt from our general prohibitions on substance abuse.

SEARCHES

We reserve the right to carry out searches of employees and their property, including desks, work areas, files, lockers, bags, or other personal belongings (including vehicles), while at any of our workplaces or work-related areas, if there is a valid reason for such a search.

DRUG AND ALCOHOL TESTING

Under this drug and alcohol policy, we may, at our discretion, require pre-employment testing, reasonable cause testing, post-accident testing, unannounced random testing, and follow-up testing.

- **Pre-Employment Testing:** We may require all candidates for employment to submit to drug testing as a condition of any offer of employment. Positive test results for any controlled substance as defined in this policy will be considered in making final employment decisions.
- **Reasonable Suspicion Testing:** We may require any employee to submit to a drug and/or alcohol test whenever we reasonably believe from the facts and circumstances, including the employee’s appearance, conduct, speech or body odors, that the employee may be under the influence of a controlled substance or alcohol, or otherwise may have violated any aspect of this policy; federal, state or local law; or federal regulations.
- **Post-Accident Testing:** We may require any employee to submit to a drug and/or alcohol test whenever the employee is involved in, or has contributed to, a work-related incident that involves or could have involved injury to any person or damage to property. Tests will be performed within two (2) hours of the accident or as soon thereafter as practicable following the accident. An employee who is seriously injured and cannot provide a specimen at the same time of the accident shall provide the necessary authorization for obtaining hospital reports and/or other documents that would indicate whether there were any controlled substances or alcohol in his or her system.
- **Unannounced Random Testing:** We may perform unannounced randomly selected drug testing. Once notified, the employee must report to the testing site immediately. The random selection process will be such that every covered employee has a substantially equal chance of being selected for testing each time, regardless of whether or not he or she previously has been subject to testing. Human Resources may limit the random selection pool to only those employees in certain positions.
- **Follow-up Screening:** If the employee in the course of employment enters an employee assistance program for drug or alcohol-related problems or a drug or alcohol rehabilitation program, we may require the employee to submit to follow-up testing.

EMPLOYEE ASSISTANCE AND REHABILITATION

We encourage any employee with a drug or alcohol abuse problem to seek treatment voluntarily. In the case of a positive drug or alcohol test result or a violation of this policy, we reserve the right to determine whether to allow the employee an opportunity to be placed in or enter into a rehabilitation program agreement as an alternative to termination.
No employee will be subject to disciplinary action solely for acknowledging a drug or alcohol problem and seeking treatment for the problem. However, in order to take advantage of that protection, employees must come forward and seek treatment before they have been asked to take a drug or alcohol test, or otherwise been suspected of having or found to have violated any aspect of this Policy.

Under the rehabilitation program and agreement, the employee will, among other things, be required to successfully complete an alcohol/drug treatment program before returning to work. The employee must apprise Human Resources of his or her condition while undergoing rehabilitation, as well as provide written verification of attendance at treatment sessions. Upon returning to work, the employee’s performance must remain at an acceptable level, including attendance and punctuality.

CONFIDENTIALITY

The results of any drug or alcohol test conducted pursuant to this policy shall be kept confidential to the extent possible. Test results shall not be disclosed to any other employees or any other persons, except to persons to whom disclosure is necessary, to defend against any legal action brought by the tested employee or candidate for employment against us, or to any government contractor or as otherwise required by law or regulation.

EMPLOYEES WHO WORK WITH CHILDREN

It is our policy to ensure the safety and well-being of all children participating in activities sponsored by us, and to report suspected cases of child abuse and neglect consistent with the requirements of state law. We will not knowingly place an employee in a position that causes him or her to come into contact with children where the employee has been accused and/or convicted of crimes against children, child abuse, or child neglect. We ensure that individuals who come into contact with children have passed appropriate background screening measures.

LEARNING ENVIRONMENT

A teacher or school administrator should not disrupt the learning environment of any of our students. Teachers and school administrators should maintain a supervisory, professional, and respectful relationship with students.

AWARENESS OF POSSIBLE ABUSE/NEGLECT

All individuals participating in activities affiliated with us that include children are responsible for being alert to possible abuse or neglect. We provide training to employees who interact with children on Child Abuse and Neglect, which includes guidelines for identifying and procedures for reporting any suspected child abuse or neglect, and employees must comply with the procedures established in this training.

NON-FRATERNIZATION POLICY

School employees are strictly prohibited from engaging in personal relationships with students that are outside the scope of a professional adult/student relationship or, which may give the appearance of being outside the scope of a professional adult/student relationship. Employees who violate this policy may be subject to reporting to law enforcement authorities if the conduct is believed to constitute a crime under state or federal law. In addition, the parents of the student involved will be notified of the student’s involvement and the actions taken.

TRANSPORTATION OF STUDENTS BY EMPLOYEES AND STUDENT HOME VISITS

Employees are strictly prohibited from providing transportation to students for any purpose.
An employee may be permitted to visit the home of a student if the student’s parent or guardian is present. Prior to such a visit, an employee must gain approval from the Lead School Administrator or his/her designee. Further, any employee visiting a student’s home must do so with at least one other employee and is never permitted to conduct a home visit without another employee in attendance.

ACTIONS IN THE PRESENCE OF CHILDREN AND FAMILIES

The following are prohibited actions in the presence of students or families:

- Smoking or using tobacco products
- Consuming alcohol
- Using profanity, inappropriate language, or language that could be perceived as offensive by others

INAPPROPRIATE PHYSICAL CONTACT WITH CHILDREN

Employees may not engage in physical contact with a child that is harmful, sexual, offensive, unwelcome or inappropriate, or physical contact that is perceived as harmful, sexual, offensive, unwelcome or inappropriate by the school, its employees, or its partners.

Additionally, employees must adhere to the requirements set forth in the code of educator ethics for Pennsylvania, if applicable, as well as state criminal statutes regarding assault.

PREVENTING WORKPLACE HARASSMENT

We unequivocally prohibit the harassment or intimidation of our employees based on age, race, color, religion, sex, pregnancy, gender identity, national origin, physical or mental disability, sexual orientation, marital status, veteran status, protected genetic information, or any other category protected by federal, state, or local law. We do not tolerate harassment or hostile actions in the workplace and take prompt action to correct any such situation. Harassment is a form of discrimination that occurs when someone engages in unwelcome and reasonably offensive conduct based on a protected characteristic, and that conduct could adversely affect an employee’s working conditions. This policy applies to harassment of any employee by another employee, by a supervisor or manager, or by any other individual with whom an employee interacts in the course of his or her employment, including but not limited to customers, clients, vendors, suppliers, contractors, or other similar individuals.

Further, no employee will be punished or treated unfavorably because he or she refuses to submit to or participate in sexual harassment, and no employee will be rewarded or treated favorably because he or she submits to or participates in such conduct.

DEFINITION

Harassment can result from a broad range of actions, including, but not limited to:

- **Verbal conduct**: comments that that could be considered harassing if they are likely to offend a reasonable person
- **Visual conduct**: visual materials that contribute to a hostile work environment by their sexually explicit or derogatory nature
- **Physical conduct**: touching that a reasonable person would find offensive
- **Sexual Harassment**: any unwelcome or unwanted conduct of a sexual nature, whether verbal, nonverbal, or physical, where:
  - It is expressed or implied that an employee’s submission to or refusal of the conduct will have any effect on his or her employment, job assignment, wages, evaluation, promotion, training, future job
opportunities, or other terms or condition of employment, or where such submission or refusal is used as a factor in decisions relating to the person’s employment; or

- The conduct substantially interferes with an individual’s employment by creating an intimidating, hostile, or offensive work environment.

Some examples of sexually harassing conduct include, but are not limited to, the following:

- Unwanted sexual advances, or requests or demands for sexual favors or sexual acts;
- Verbal or physical conduct of a sexual nature that is not welcomed by another employee, such as repeated sexual flirtation, advances, innuendo, propositions, gestures, jokes, or mockery;
- The display or distribution of sexually-oriented objects, pictures, or literature, including illustrations, drawings or cartoons, including materials downloaded from computer systems via the internet, electronic mail, or other sources; or
- Any uninvited and unwelcome physical contact.

This policy applies in the school/workplace and in any other work-related settings, such as school sponsored trips, meetings, conventions, or related social events: we expect employees to conduct themselves in a professional manner in the school/workplace and at any other time they are representing us. Such conduct is essential to promote quality work, and to ensure a work environment free of discrimination. Physical conduct of a sexual nature, even if welcomed by another employee, is prohibited in the school/workplace, or in any work-related setting.

Please refer to the online Harassment Training provided at the start of your employment for more detailed information on all forms of harassment and our policies on harassment.

**INTERACTION WITH STUDENTS**

Any employee who interacts with students in the course of their job should be familiar with and comply with the policies contained within the School Handbook as it pertains to harassment or treatment of students. Harassment or treatment of a student that is prohibited by the School Handbook is not tolerated and any employee who violates the policies in the School Handbook may receive disciplinary action.

**SANCTIONS**

Any employee, supervisor, or manager, at any level, who violates this policy, will be subject to discipline up to and including termination of employment.

**COMPLAINT PROCEDURE**

We encourage employees who believe they are being harassed to initially, where possible, inform the offender that his or her behavior is unwelcome, and ask the individual to stop the conduct. In addition, however, we encourage any employees who believe that they are being harassed or have been harassed to report the harassing conduct to Human Resources. In this way, we will be able to take action to stop the harassment before it becomes severe or pervasive.

If an employee believes that he or she is being or has been harassed, he or she should report the matter to Human Resources.

All complaints of harassment will be kept confidential to the extent reasonable and possible under the circumstances, and will be investigated promptly, thoroughly, and impartially.

If an investigation substantiates allegations of harassment, we will take immediate and appropriate corrective action that is designed to address, stop, and remedy the harassment, and to ensure that the harassment does not recur.
Any manager or supervisor who becomes aware of allegations of harassment must bring the allegations to the attention of Human Resources.

**INVESTIGATION PROCEDURE**

When an investigation is being conducted, Human Resources representatives will instruct and provide guidance to participants of the investigation regarding confidentiality, and employees are expected to fully comply with these instructions in order to maintain the integrity of the investigation.

An employee who is questioned as part of an investigation must be forthcoming and candid in answering all questions and must not withhold information pertinent to the investigation.

Withholding information or providing false information during an investigation is a serious violation of this policy and will subject an individual to disciplinary action, up to and including termination.

**PROTECTION AGAINST RETALIATION**

We prohibit any form of retaliation against an individual who makes a bona fide complaint of harassment, for assisting in a complaint investigation, for providing information in a complaint investigation, or for making any determination necessary under this Policy. Retaliation is a serious violation of this Policy, and any individual found to have retaliated against another person in violation of this Policy will be subject to discipline, up to and including termination of employment.

**FALSE ACCUSATIONS OF MISCONDUCT**

False and malicious complaints of harassment, as opposed to complaints which, even if erroneous, are brought in good faith, will result in appropriate discipline, up to and including termination.

**AUTHORITY AND RESPONSIBILITY**

If a supervisor or manager learns that an employee is suffering potentially harassing behavior, the supervisor or manager must act promptly to ensure that the harassing behavior is investigated, and if necessary, promptly stopped. All supervisors and managers are responsible for preventing employees from being subjected to harassment, and for reporting any complaint or incident of harassment to Human Resources immediately and at the very least within twenty-four (24) hours using the procedures outlined above. If an incident is not reported, but a manager is aware of potential harassment, this must also be reported immediately and at the very least within twenty-four (24) hours to Human Resources.

As a supervisor, you must immediately report any allegations of harassment that you learn of, even if the allegations are against you.

Once a supervisor learns of potentially harassing behavior, we have a legal duty to take prompt and effective action. This duty remains even if the complaining employee asks the supervisor to keep the matter confidential and to do nothing, especially if the alleged harassment is severe, ongoing, or potentially harmful to others.

Supervisors cannot promise to maintain complete confidentiality. Instead, supervisors must ensure that the potentially harassing behavior is reported to the appropriate officials as soon as possible. If the employee does not want to report the issue him or herself, the supervisor must do so.

Supervisors should address the employee’s concerns and assure him or her that, while the supervisor cannot promise complete confidentiality, the matter will be kept as private as possible and that the employee will be protected from retaliation.
Supervisors should follow up with the employee periodically during the investigative process, as well as after the investigation has been completed, to ensure that he or she is not experiencing retaliation or further harassment.

**WHISTLEBLOWER POLICY**

A whistleblower as defined by this policy is an employee who reports an activity that he/she considers to be illegal or dishonest to one or more managers of the employer. Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor and Human Resources. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

The confidentiality of the whistleblower will be maintained to the extent that is reasonable. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. We prohibit retaliation against a whistleblower.

**NON-RETALIATION**

No employee will be retaliated against for reporting in good faith potential violations of any policy, or for filing, testifying, assisting with, or participating in any investigation, proceeding, or hearing conducted by the company or by a federal or state enforcement agency. Prohibited retaliation includes, but is not limited to, demotion, suspension, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying an employment benefit.

Any individual who retaliates or attempts to retaliate will be subject to appropriate disciplinary action, up to and including termination of employment. If you feel that you have been retaliated against you should report this in writing to Human Resources.

It should be noted that frivolous complaints that have no merit upon investigation or which are made in clear and direct response to disciplinary actions against an employee with documented performance issues or policy violations will not protect the employee against further disciplinary action up to and including termination. However, such actions must clearly be directly related to the employee’s own documented performance issues or policy violations.

**ISSUE RESOLUTION PROCESS**

We encourage open and direct lines of communication between employees at all levels of the school organization. We respect the intelligence of our employees and their ability to speak for themselves. It benefits everyone when employees feel free to bring questions, suggestions and concerns directly to their managers. Examples of issues that should be handled through this resolution process include: concerns about the application of school policies and procedures within the school to school staff, parents, and students; concerns about personnel decisions directly involving an individual or decisions affecting other individuals at the school; work conditions; questions about the competence and overall fitness of a colleague or a supervisor; and regulatory compliance.

Employees should follow the resolution process detailed below. Employees should always contact Human Resources immediately to deal with issues of discrimination or harassment as described in the Preventing Workplace Harassment policy of this handbook.

**STEPS IN THE PROCESS**

1. If the issue does not involve a violation of school policy or an ethical or regulatory requirement, meet with at least two levels of management. An employee must, in good faith, make every attempt to resolve the issue with
his or her immediate manager and, if that is not successful, then with his or her next level manager. Fear of retaliation is not a legitimate reason to skip this step. If the issue does involve a violation of school policy or an ethical or regulatory requirement, then the employee should proceed directly to step 2.

2. Put the Issue in Writing. If the immediate manager or the next level manager cannot resolve the issue, or if the issue involves a violation of school policy or an ethical or regulatory requirement, put the issue in writing. It is important to describe the issue, the desired result, and your proposed solution to the issue. This step should occur as soon as possible and in no event more than twenty (20) business days after the occurrence of the problem.

3. If the issue relates to a personnel matter or work condition, contact Human Resources. After an employee fully describes the issue in writing, Human Resources will help them and their manager consider how policies, procedures, and practices relate for the issue. Often, the policies in this handbook will dictate a resolution to the issue. If the issue involves a school policy or an ethical or regulatory requirement, contact a member of the school management team. Human Resources can provide you with the name of the appropriate contact or you can ask them to contact the appropriate individual on your behalf.

4. If your issue is not resolved by either Human Resources or school management, you can request that your matter be presented to the Board of Trustees for final consideration or you can contact them directly. The contact information for the Board of Trustees is located on our school’s web site.
CONFIDENTIAL RECORDS – ACCESS, RETENTION, AND DISCLOSURE POLICIES

HANDLING CONFIDENTIAL INFORMATION

PERSONALLY IDENTIFIABLE INFORMATION

We must all comply with the Family Educational Rights and Privacy Act (FERPA) in our handling of student data (see discussion below). We also must protect personally identifiable information, especially social security and financial account numbers, under state and federal privacy laws. The failure to comply with these requirements may result in legal liability to the Board of Trustees, Reach Cyber Charter School, or our partner Connections Education. Furthermore, the confidence of our students, families, and regulators depends upon our carrying out these responsibilities in full.

The hard drives on all laptops issued will have encryption and there will be a process implemented for users to swap existing laptops for ones with encrypted hard drives.

As a user of Connexus or other Connections information or systems, you must comply with the following:

- NEVER store personally identifiable information that includes social security or financial account numbers locally on a laptop or other removable media such as USB and flash drives unless the data is encrypted and password protected. Note that viewing a Data View export in Connexus creates a file which is automatically saved in the local temporary folder on the download machine. So you should only view Data View export files when connected to the company network through Citrix, or for those whose access is not through Citrix, use must be temporary and be followed by prompt deletion, as specified in the next bullet.
- To the extent that student information that doesn’t include a social security or financial account number must, for legitimate business reasons, be temporarily saved on a computer that does not have an encrypted hard drive, this information must be permanently deleted – by deleting the file(s) and then emptying the Recycle Bin (or your system’s equivalent) from the computer immediately after use.
- NEVER send emails that contain personally identifiable information that includes social security or financial account numbers. If you are required by any regulatory authority or vendor to transmit a file that contains this kind of information, you must contact the Connections’ MIS helpdesk and request assistance to appropriately encrypt or otherwise store the file according to their instructions.
- Laptops and other electronic devices such as smartphones that receive school emails must be password protected in case the device is lost or stolen. If you have to temporarily leave a portable electronic device in a vehicle, lock it in the trunk.
- Any failure to comply with the above requirements will be considered a serious breach of responsibility and may be grounds for termination of employment for all Connections employees or other actions as provided for by school employment rules, including discontinuing access to Connexus or to the Connections network.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Employees are subject to the requirements of the Family Educational Rights and Privacy Act (FERPA). The current policy is located on the Virtual Library (Home > Employee Resources > Legal Resources (FERPA, consultants, IP) > Family Educational Rights and Privacy Act (FERPA)). Employees are responsible for reviewing the requirements and only disclosing any student information if specifically required by regulation and when such disclosure is permitted by FERPA. Employees are never permitted to remove any FERPA-protected information from school property in print or electronic form except for legally permitted purposes and when specifically authorized by a manager. Note that if student records that do not include a social security number must, for legitimate business reasons, be temporarily saved on a computer
that does not have an encrypted hard drive, this information must be permanently deleted – by deleting the file(s) and then emptying the Recycle Bin (or your system’s equivalent) from the computer immediately after use.

CONFIDENTIAL AND PROPRIETARY INFORMATION

Employees are responsible for limiting disclosures of confidential and proprietary information to those individuals who need to know the information in order to perform their job responsibilities for the benefit the school. Confidential information should not be disclosed to non-employees except pursuant to a Non-disclosure Agreement approved by the Connections’ Legal Department.

Employees must conspicuously label confidential information with the applicable classification notice (e.g., “Confidential”). In addition, all confidential information must be safeguarded and kept secure and disposed of in a secure manner (subject to records retention requirements).

Employees should not accept information or other materials from a business partner, contractor, vendor, or other non-employee that may be trade secret information obtained, or provided without the owner’s consent. Unauthorized use of third party confidential information can contaminate the school’s work. Any authorized use of third party confidential information must be in compliance with the applicable Non-disclosure Agreement.

INTELLECTUAL PROPERTY POLICY

Intellectual Property is defined as an intangible creation of the human mind, expressed or translated into tangible form that is assigned certain rights of property such as inventions (patents), literary and artistic works (copyrighted works), and symbols, names, images, and designs used in commerce (trademarks). We are committed to the enforcement and protection of intellectual property rights as both a legal and an ethical imperative. We expect all employees to adhere to the United States (“U.S.”) copyright and trademark laws and to be mindful of the limited rights conferred by licenses and permissions granted by third parties. We also expect all employees to take appropriate steps to protect the rights of our partner, Connections, in its trademarks and works of authorship developed for or on behalf of the school and to timely notify the school of any potentially patentable inventions.

USING COPYRIGHTED AND TRADEMARKED MATERIALS

Employees must assure that work product they are involved in developing is original and doesn’t include material owned by third parties unless covered by a license agreement approved by the Connections’ Legal Department. Employees must also assure that they do not use trademarks owned by third parties for commercial purposes without the consent of the owner of the trademark. To learn more about what is acceptable, employees should refer to the Copyright and Trademark Compliance Policy and Guidelines, which is located on the Virtual Library (Home>Employee Resources>Legal Resources (FERPA, consultants, IP)>Copyright and Trademark Compliance Policy). Contact the Connections’ Legal Department if there are any questions regarding usage of third party copyrighted material and trademarks.

Plagiarism: Plagiarism in the workplace occurs when an employee claims or implies original authorship or incorporates material from someone else’s written or creative work, in whole or in part, whether or not there is a copyright notice, into an employee’s work product without adequate acknowledgement. Plagiarism in the workplace is strictly prohibited and may also represent a violation of law, exposing the employee to criminal and/or civil prosecution.

False Information: We expect employees to exercise honesty and integrity in all aspects of employment. Employees are prohibited from providing false information to other employees, students, or customers. Employees are also required to immediately report to Human Resources if they suspect that another employee has provided false information to other employees, students, or partners. Employees are strictly prohibited from falsifying data in Connexus or any other system used for reporting to an authorizer, regulatory body or external agency. Falsification of such data may result in disciplinary action up to and including immediate termination. If an employee is aware of another employee falsifying

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data and fails to report the infraction, that employee may be subject to disciplinary action up to and including immediate termination.

Ownership and Rights to Materials Developed by Employees: Work product and ideas developed by Connections’ corporate employees as part of their work for the company are owned by Connections.

Teachers are encouraged to contribute materials that they have developed during their employment for use by the broader Connections community. As members of the Connections community of learners, teachers are encouraged to collaborate with one another and share instructional resources in order to enhance professional practice and ultimately improve the academic success of the students. Materials that could be shared by the broader Connections community include, but are not limited to lesson plans, worksheets, problem sets, newsletters, presentations such as PowerPoints, recorded LiveLesson® presentations and resources. By providing these through the Education Management System (EMS) or other Connections-provided online applications or templates (e.g., software for LiveLesson® session presentations and LiveLesson® session templates) or communications tools (e.g., WebMail or email), teachers agree that Connections has a non-exclusive license to use and modify these materials and such modified materials are Connections-owned derivative works. Any such materials so contributed may be edited and formatted by Connections and used by Connections in any way it deems appropriate. In addition, where a teacher places any approved content in the EMS, any such modifications and/or content will also be Connection-owned derivative works. Connections will have the right to use such materials, modifications and/or content in any way it deems appropriate. Employees are free to retain a copy of their original (unedited) materials when they leave the school, but any Connections templates or third party materials used or incorporated under a Connections license with permission from a third party must be removed.

EXTERNAL INQUIRIES

Any employee who receives an external inquiry or a request for documents from a regulatory or legal authority or from the press; or who receives an inquiry concerning information that is not normally provided in the employee’s normal course of their employment, such as an employee reference request, should refer such inquiry as follows.

- Refer all media inquiries to the Connections’ Marketing Department.
- Refer all inquiries from lawyers or government agencies to the Connections’ Legal Department.
- Refer all employment references requested to the Connections’ Human Resources Department. We do not respond to oral requests for references. All requests must be in writing accompanied by a signed authorization.
- As an employee, do not under any circumstances respond to requests for information regarding another employee. If you receive a request for a reference, you should forward the request to the Connections’ Human Resources Department for a response.

RECORDS RETENTION

We maintain a variety of records, including student, employee and corporate records. Record retention requirements and policies have been established for maintaining records. Employees must never destroy any record except in accordance with these policies. Records are not to be kept longer than the policy duration in any form unless they have received direct authorization from the manager or Human Resources or if they are subject to a hold notice received from the Connections’ Legal Department.

The current records policies are located on the Virtual Library (Home > Employee Resources > Records Management Program).

PERSONNEL FILES

An employee’s personnel file consists of physical documentation as well as electronic information stored on the Human Resources Information System. The original information in your personnel file will be kept by Human Resources. Additional copies of certain documents in your personnel file may also be kept in the school office.
An employee may request a copy of their personnel file. The request must be made in writing to Human Resources and the file will be made available to the requesting employee within a reasonable amount of time. Human Resources may charge a shipping or copying fee for the amount needed to fulfill the request.

**ACCESS TO EMPLOYEE EXPOSURE RECORDS AND EMPLOYEE MEDICAL RECORDS**

Under the Occupational Safety and Health Act (“OSHA”), employees have the right to examine and copy relevant “employee exposure records” and “employee medical records,” as those terms are defined under the statute. Human Resources is responsible for maintaining these records. If you wish to access your records, please contact Human Resources.

**Employee Exposure Records:** Employee exposure records are retained for thirty (30) years. In the event that workplace monitoring is conducted, we may elect to retain the data (e.g., lab reports, worksheets, etc.) for only one (1) year. In such cases, the sampling results and sampling plan, analytical and mathematical methods used, and a summary of the other relevant background data will be retained for at least thirty (30) years.

**Employee Medical Records:** Generally speaking, employee medical records are retained for the duration of employment plus thirty (30) years. However, this does not apply to:

- Health insurance claims records that are maintained separately from the school’s medical program and its records; or
- First aid records (not including medical histories) of one-time treatment and subsequent observation of minor injuries (e.g., scratches, cuts, burns, splinters, etc.) that (i) do not involve medical treatment, loss of consciousness, restriction of work or motion, or transfer to another job; (ii) are made on-site by a non-physician; and (iii) are maintained separately from the school’s medical program and its records.

If you work for the school for less than one (1) year, the school may elect to provide you with these records upon the termination of your employment rather than retaining them. The OSHA regulation entitled “Access to Employee Exposure and Medical Records” is available in Human Resources. If you would like a copy of the regulation and/or its appendices, please contact Human Resources.
WORK ARRANGEMENT POLICIES

ACCOMMODATION OF DISABILITIES

We will conform to the requirements and regulations of the Americans with Disabilities Act of 1990, as amended, the Rehabilitation Act of 1973, and all applicable state and local laws including modifications made by the ADA Amendments Act of 2008. Qualified individuals with disabilities may be entitled to a reasonable accommodation in the workplace. If you believe you are such an individual, please communicate that information in writing to Human Resources. We will attempt to work with you to accommodate your needs, as well as our work requirements.

If an employee or an applicant comes to a supervisor or manager requesting a reasonable accommodation, it is the supervisor/manager’s responsibility to immediately involve Human Resources in the process.

Any information regarding a disability will be kept confidential to the extent possible.

WORK-AT-HOME POLICY

Under certain circumstances, employees who would normally work out of the school site may be eligible to work at home on a full-time, part-time, or occasional basis. Specific information regarding the work-at-home arrangements offered is provided below. The decision whether to allow an employee to work at home is within the sole discretion of the school. Categories of work at home arrangements are defined in the Work at Home Classifications Policy. A manager can require an employee with work-at-home privileges to come into the school site at any time. If an employee is requested to come into the school site and fails to do so, disciplinary action may be taken.

This policy does not apply to employees who request to work at home as an accommodation for a disability under the Americans with Disabilities Act. For information regarding such requests, please refer to the Accommodation of Disabilities policy in this handbook.

WORK-AT-HOME GUIDELINES

1. **Work Environment**: Employees are required to establish an appropriate work environment within their homes, in accordance with the requirements described in this policy.
2. **Work Hours**: With the exception of adjunct teachers, employees who work at home are required to work the same “core hours” (e.g., 8:00 am – 5:00 pm), the same number of hours (40 hours per week), and the same calendar days (200 teacher work days) as other employees at the school site.
3. **Contact Information**: Employees who work at home must provide Human Resources with their home telephone numbers and mailing address. Any changes in contact information must be immediately reported to Human Resources by updating UltiPro. Employees who work from home must display their Lync status daily with their contact information.
4. **Communication**: Employees who work at home are required to communicate with their Managers in a manner and frequency consistent with other employees at the school site. Employees should consult with their Managers to discuss their respective expectations, as well as logistical issues that may arise.
5. **Accessibility**: Employees who work at home must be accessible by phone and internet within a reasonable time period during the agreed upon work schedule (“core hours”). If an employee will not be available for a period of time greater than one (1) hour during his/her core hours, the employee must notify his/her Manager, and an appropriate away message must be placed on the employee’s Instant Message.
6. **Responding to Voice Mails**
   a. **Requirement:** Employees who work at home are required to check their work voice mailboxes at least three (3) times per day, and return calls from their Managers within three (3) hours during normal work hours.
   b. **Exception:** Adjunct teachers are required to check their work voice mailboxes at least once per day, and return calls from their Managers within twenty-four (24) hours.

7. **Responding to Instant Messages:** Employees who work at home are required to respond to Instant Messages within (20) minutes during normal work hours.

8. **Off-Site Responsibilities:** Employees who work at home will be expected to meet with his/her Manager at the school site. These meetings may be scheduled on a regular and/or ad hoc basis. In addition, employees must be available to conduct home visits, attend field trips and other school-related events, act as proctors for state testing, and perform other duties as assigned.

9. **Evaluation:** Evaluation of an employee’s performance while working at home may include daily interaction by phone and email. Evaluations will be similar in content and frequency to the evaluations received by employees at the school site, but with additional focus on work output and the completion of objectives, and less focus on time-based performance.

10. **Confidentiality:** Employees who work at home must take steps to prevent proprietary and/or confidential information regarding the school, its employees, its students, and its partners from being stolen or otherwise accessed. Employees should use locked file cabinets, disk boxes, and desks; practice regular password maintenance; and take other steps, as appropriate. Portable Media such as flash drives, CDRs, etc. should not be used to store or transport confidential data under any circumstances without authorization from the Connections’ MIS department. Employees must still abide by our school’s Information System Policies. It is recommended that no confidential data be printed from the employee’s residence. If confidential data is printed, it must either be i) returned to the school site or ii) shredded.

11. **Contact with Students and Other Individuals**
   a. **Home Telephone Numbers:** All work numbers should be answered professionally and by the teacher only. All work numbers should have a professional voicemail message that indicates the teacher’s name and school. Families who need to contact a teacher may also request a phone call via WebMail, leave a message in the teacher’s work voice mailbox, or, if the request is urgent, call the employer’s toll-free number and speak with a support representative. It is the employee’s responsibility to ensure the safety and security of that phone line.
   b. **Home Office:** Employees who work at home are prohibited from granting access to their homework location to students, potential students, their families or caregivers.

12. **Child / Dependent Care:** Working at home should not be used as a means of providing and/or replacing child / dependent care.* The purpose of the work-at-home arrangement is to facilitate job performance and meet the school’s needs. Employees working at home should not act as primary caregivers for dependents. Dependents may be present in the employee’s home; however, the dependents must not require the employee’s attention during normal work hours. Employees considering a work-at-home arrangement are encouraged to discuss expectations of telecommuting with family members prior to entering into such an arrangement.

   *Adjuncts are exempt from this provision.

13. **Expenses**
   a. **Stipends:** Home-based employees (FT) receive a stipend to cover expenses for telephone calls. Please note that employees receiving this stipend may not obtain office supplies from the school. Those supplies are intended for use by school-based employees. Employees receiving this stipend will be paid their stipend semi-monthly over twelve (12) months. The amount of the stipend will be determined annually and communicated to employees.
   b. **Mail:** Employees who work at home may request reimbursement of costs incurred in mailing materials to their students. A receipt from the post office is required for reimbursement.
   c. **Travel:** Travel expenses are only reimbursable if the location where the employee is traveling is farther away (in miles) than the school site. Expenses associated with traveling to the employee’s “assigned work location” for a meeting with his/her Manager are not reimbursable.
d. **Home Office:** Employees are responsible for all costs and expenses associated with the setup of a home office / workspace (e.g., costs associated with remodeling, furniture, lighting, repairs, modifications, etc.). Repair, upgrading and/or replacement costs and liability for employee-owned equipment and furniture used during the work-at-home arrangement is the responsibility of the employee.

e. **Terminating a Work-at-Home Arrangement:** We reserve the right to discontinue a work-at-home arrangement at any time, with or without notice, in our sole discretion. We generally will attempt to provide thirty (30) days’ notice before making such a change.

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### TECHNOLOGY

9. **Computers**

   a. **Home-Based Employees (FT):** Generally, home-based employees will be provided with a desktop computer and related equipment. Equipment supplied by the school is to be used for school purposes only. Employees must take appropriate steps to protect all school-owned equipment from damage and theft. We will maintain an inventory of all equipment and/or materials that are provided to employees working at home. Such equipment will remain the property of the school at all times. Upon termination of employment, employees are required to return all school-owned equipment and other property to the school unless other arrangements have been made.

   b. **Other Work-at-Home Employees:** Employees who work at home (i) on a short-term or occasional basis, or (ii) as Home-Based Part-time Employee (Adjunct teachers, Part-time Speech Language Pathologists (SIP PRN), and Substitute Teachers) are responsible for providing their own computers and related equipment. We are not responsible for loss, damage to or repairs of any employee-owned equipment. Employee-owned equipment must meet certain minimum requirements, as determined by the Connections’ MIS Department. We reserve the right to modify equipment requirements with or without notice, in our sole discretion.

10. **Broadband Service:** All employees who work at home (on a full-time basis, a part-time basis, on a short-term basis, or on an occasional basis) are required to maintain broadband access to the Internet, as well as a dedicated phone line that is available during working hours.

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### REGULATORY COMPLIANCE / RISK MANAGEMENT

1. **Site Inspection Checklist:** Supervisors will generally complete at least one on-site inspection per school year, and complete the site inspection checklist in the EMS. If the guidelines for the site inspection are not met, the employee’s work-at-home arrangement may be terminated. Subsequent inspections may be required on an as-needed basis.

2. **On-Site Inspection:** Employees who work at home are required to permit an on-site review of their home office / workspace upon request, whether it is a scheduled or unscheduled visit, as long as it is during the employee’s core work hours.

3. **Equipment and Workspace Design:** Equipment and workspace design must meet all applicable standards and requirements. Upon request, we will offer assistance in setting up a workstation.

4. **Reporting Injuries:** Injuries sustained by an employee while working at home may be covered by our workers’ compensation policy. If you are injured while working at home, you must contact your Manager and Human Resources immediately, in accordance with company procedures.

5. **Injuries to Visitors:** We are not responsible or liable for injuries sustained by visitors to an employee’s home office or assigned office location.

6. **Tax Considerations:** Employees are responsible for all federal, state, and local tax obligations associated with their particular work-at-home arrangements.
WORK AT HOME CLASSIFICATIONS

HOME-BASED EMPLOYEES (FULL-TIME)

1. **Definition:** “Home-based employees (FT)” are full-time employees who work at home five (5) days per week. For recordkeeping, training, meeting and administrative purposes, home-based employees are assigned to the school site.

2. **Eligibility**
   a. **Applicants:** In certain circumstances, an individual applying for a position may be offered the option of working as a home-based employee. Such offers generally are extended to assist the school in filling specific operational needs (e.g., securing an applicant who (i) is particularly well-qualified, (ii) possesses experience or expertise in a subject area that is difficult to fill, (iii) there is not sufficient space for the employee in the school site, etc.).
   b. **Current Employees**
      i. **Requirements:** Generally, employees must work on a full-time basis for at least one year, with no breaks in employment, to be eligible for home-based employment. In addition, individuals requesting a home-based arrangement must have at least a satisfactory performance rating under the performance appraisal process, and demonstrate expertise regarding the program and EMS.
      ii. **Exceptions:** Exceptions to these requirements may be made under certain circumstances, (e.g., to retain employees who are particularly well-qualified, possess experience or expertise in a subject area that is difficult to fill, etc.). Exceptions must be approved by Human Resources.

3. **Procedure**
   a. **Applicants:** When an applicant is hired as a home-based employee, the work location (home-based) will be noted in the offer letter.
   b. **Current Employees:** Requests for home-based arrangements should be directed to the employee’s supervisor, who will consult with Human Resources to evaluate the suitability of such an arrangement. Factors to be considered include, but are not limited to, business needs, as well as the employee’s job duties and responsibilities; prior performance; work habits; and ability to work with minimal supervision. In addition, certain grade levels, subjects, and positions may be better suited to a home-based arrangement than others.

4. **Duration:** Requests for home-based arrangements are reviewed on a school year-by-school year basis. Home-based employees who wish to work at home the following school year should inform their supervisor who will review the requirements for a home-based assignment.

SHORT-TERM WORK-AT-HOME ARRANGEMENTS

1. **Definition:** For the purposes of this policy, the phrase “short-term work-at-home arrangement” refers to situations in which (i) an employee is permitted to work at home for a defined period of time due to a personal need or a return from short-term disability, and (ii) the duration of the work-at-home arrangement is less than one full school year.

2. **Eligibility:** For employees returning from a leave of absence due to a short-term disability (i.e., maternity leave), the following eligibility requirements apply:
   a. Employees who have been on a leave of absence due to a short-term disability may be permitted to work-at-home for up to three (3) months after the date the disability began, IF the employee’s performance meets the criteria.
   b. Employee must submit an authorization to return to work from a physician to Human Resources before work-at-home arrangement will be approved.
c. If the employee is returning from a leave of absence due to a short-term disability for maternity leave, the childcare requirement will be waived for up to three (3) months after the date the disability began.

3. **Procedure**: Employees who wish to work at home on a short-term basis should contact Human Resources.

4. **Duration**: Employees should provide Human Resources with information regarding the expected duration of their work-at-home arrangement.

5. **Terminating a Work-at-Home Arrangement**: We reserve the right to discontinue a work-at-home arrangement at any time, with or without notice, in our sole discretion. We generally will attempt to provide thirty (30) days’ notice before making such a change.

### OCCASIONAL WORK-AT-HOME DAYS

1. **Definition**: For the purposes of this policy, the phrase “occasional work-at-home days” refers to situations in which an employee is permitted to work at home on an occasional or periodic basis, or an employee is in a “cube-sharing” arrangement where they share a workspace at the school site with another employee, and alternate working from the school site and working from home.

2. **Eligibility**: Some employees have the ability to earn work-at-home days based on their performance from the previous year. Eligibility requirements are determined by school administration.

3. **Number of Work-at-Home Days**: Generally, the number of work-at-home days available to an employee is determined by and dependent upon his/her performance during the prior school year. Employees may only use the number of work-at-home days allotted to them. We reserve the right to increase or decrease an employee’s work-at-home days, with or without notice, in our sole discretion.

4. **Procedure**: Employees who wish to use a work-at-home day must obtain approval in advance from their Manager, or have a regular work-at-home schedule or cube-share arrangement that has been approved by the manager. We may, in our sole discretion, deny an employee’s request to work at home on a particular day.

### HOME-BASED EMPLOYEES (PART-TIME)

1. **Definition**: Home-based Employees (PT) are part-time employees who work at home or at an alternative location. These employees include Adjunct teachers, Part-time Speech Language Pathologists (SLP PRNs), and Substitute teachers. Adjunct teachers are required to consult with their Managers to schedule their “core hours,” which will consist of a minimum of three (3) office hours per week between the hours of 9:00 am and 5:00 pm (e.g., Mondays, Wednesdays and Thursdays from 9:00 am – 10:00 am, Thursdays from 2:00 pm – 5:00 pm, etc.).

2. **Eligibility**: All adjunct teachers, SLP PRNs, and Substitute teachers enter into a work-at-home arrangement when they are hired.

3. **Procedure**: When a part-time employee is hired as a home-based employee, the work location (home-based) will be noted in the offer letter.

4. **Duration**: Adjunct teachers, SLP PRNs, and Substitute teachers are hired with the expectation that they will work at home while employed. However, we reserve the right to discontinue the arrangement at any time, with or without notice, in our sole discretion.

### SCHOOL NON-ADMINISTRATIVE EMPLOYEE WORK AT HOME STIPEND POLICY

School non-administrative employees will receive a stipend of thirty ($30) dollars per month to be paid over twelve (12) months on a semi-monthly basis.

Any school non-administrative employee receiving a work at home stipend will not be reimbursed for out-of-pocket expenses except in rare, unusual circumstances. School non-administrative employees will not be approved for both a work at home stipend and a cell phone reimbursement.
SCHOOL ADMINISTRATIVE EMPLOYEE WORK AT HOME STIPEND AND CELL PHONE REIMBURSEMENT POLICY

School administrative employees will receive a stipend of thirty ($30) dollars per month to be paid over twelve (12) months on a semi-monthly basis.

Any school administrative employee receiving a work at home stipend will not be reimbursed for out-of-pocket expenses except in rare, unusual circumstances.

Principal-level employees and above will be eligible for a cell phone reimbursement in the amount of $100. For employees below the principal level, exceptions may be made for employees who are frequently out of the office and will be determined on a case-by-case basis.

For a principal-level employee or above the maximum amount available is $100 for either cell phone reimbursement or work at home stipend (ex. a principal may receive either a stipend of $100 for cell phone reimbursement OR a stipend of $70 for cell phone reimbursement and a stipend of $30 for work at home).
WORKPLACE SAFETY AND SECURITY POLICIES

WORKPLACE SAFETY

All employees must practice safety awareness by anticipating unsafe situations and reporting such conditions immediately. If a crisis or near-crisis situation arises at any work location, do not attempt to handle it on your own. Immediately consult your manager and/or Human Resources.

Practice safety around the school by not using, adjusting, or repairing machines and equipment if you are not authorized and qualified to do so. Be alert for tripping or slipping hazards. Keep walking areas clear of carts, boxes and other obstacles. Know the locations, contents and use of first-aid kits. If there is a medical emergency, call 911. Be familiar with our emergency action plans and report all injuries, illnesses, and accidents that are sustained while performing school-related work or while on school property to your manager immediately, no matter how minor. If you are in a position where you operate machinery or equipment that requires specific training or certification, you must possess the appropriate certification or have completed the appropriate training.

SECURITY

We will not be liable for the loss, theft, or damage of any personal property brought onto school premises, or for fire, theft, damage, or personal injury involving employee automobiles, their contents, or occupants. We reserve the right to inspect and search all areas of school premises at any time without notice and to question individuals on our premises concerning safety and/or security matters. Furthermore, in order to promote the safety of employees and visitors, as well as the security of our facilities, we may conduct video surveillance of any portion of school premises at any time, the only exception being private areas such as restrooms.

Security inspections, searches and investigations can include, without limitation, examining offices, computers, CDs, disks, files, file cabinets, desks, closets, storage areas, restrooms, and all other areas of our facilities and premises as well as the person, vehicles, purses, packages, parcels, and other containers of individuals entering, leaving, or located on company property. We may conduct these investigations, inspections, and searches to detect illegal or unauthorized drugs and drug paraphernalia, alcohol, weapons, removal of company property, or for other reasons at our discretion. For these reasons, we keep duplicates of all keys issued to employees.

We reserve the right to access and inspect any personal computer or related device if such equipment is used to conduct school business. This right is limited to the work-related information that may be contained on these devices. Please note that in no case should work-related electronic content be stored on personal computers at home except when an employee is specifically assigned to work at home and to use personal equipment.

Your assistance with our efforts to provide for security—including your authorization to conduct security inspections or cooperation with school security inspections—is expected as a condition of your continued employment and is greatly appreciated. We reserve the right to occasionally review “swipe” records at buildings where key cards are used for access as well as question employees about office entry at abnormal hours.

WORKPLACE VIOLENCE PREVENTION

We do not tolerate acts of workplace violence committed by or against employees, business associates, or customers. We prohibit employees from making threats or engaging in violent acts.
PROHIBITED CONDUCT
Prohibited conduct includes, but is not limited to:

- Injuring another person physically;
- Engaging in behavior that creates a reasonable fear of injury in another person;
- Engaging in behavior that subjects another individual to extreme emotional distress;
- Possessing, brandishing, or using a weapon while on our premises or engaged in school business;
- Damaging property intentionally; and
- Threatening to injure an individual or damage property

We will seek the prosecution of all those who engage in violence on our premises or against our employees while they are engaged in school business.

EMPLOYEE GUIDELINES AND PROCEDURES

General Security Practices
- Never hesitate to call 911 if confronted with a potentially violent situation. It is better to have called 911 unnecessarily than not to have the police available when a threatening situation turns violent.
- Never attempt to physically restrain or physically remove a threatening or violent individual by yourself. Doing so puts you in danger and leaves you and us vulnerable to possible lawsuits.
- Always report violent, threatening, or harassing behavior to your manager and school operations. Alert your manager or school operations to the presence of strangers in your work area or the presence of any suspicious packages.

OUTSIDE THREATS

If you are the recipient of a threat against the school, our facilities or employees including you, you are required to report such incident immediately. Please use the following guidelines for dealing with threats.

THREAT OVER THE PHONE

If you receive a threatening call, send an instant message to your Manager or Human Resources immediately noting that the caller is on the phone and that a threat is being made. Note the caller's phone number from your phone's caller ID.

THREATENING E-MAIL

If you receive a threatening e-mail, immediately forward the e-mail to your Manager and Human Resources.

MAIL THREAT

If a threat is received through the mail, notify your Manager and Human Resources immediately. Save the letter and the envelope, and, if possible, do not handle suspicious packages. If you find a suspicious item (package, box, briefcase, etc.) that does not belong in your area, immediately notify school operations.

IN-PERSON THREAT

Please call 911 immediately.
PROPERTY, EQUIPMENT, AND INFORMATION SYSTEMS POLICIES

PROPERTY AND EQUIPMENT

School and Connections property or equipment is not for personal use and may not be removed from the premises without permission. We reserve the right to access and search all equipment. Computer systems, telephone systems, e-mail, WebMail, and voicemail are to be used for school purposes only and will be monitored as appropriate. We reserve the right to bill an employee for the cost of material not returned when an employee leaves the school and/or for the amount of personal telephone calls, if any, charged to work phone account.

School based employees must follow the procedures set forth by management and the school in owned or leased facilities including a non-smoking policy, which prohibits smoking of any kind, including but not limited to tobacco products, electronic cigarettes, marijuana, and cigars. Employees are also prohibited from smoking in the presence of any students or families at the school or while attending a school function.

PARKING OPTIONS

We provide several parking options for employees. We are not responsible for lost, stolen, or damaged property while parking in one of these areas. You are responsible for locking your car and ensuring that valuables are stored out of sight.

CELL PHONE/MOBILE DEVICE USE

In order to maintain employee productivity, we will reimburse certain employees in key positions for the use of a cellular phone or mobile device so they can stay in contact while they are out of the school. Any employee receiving reimbursement must have their cellular phone or mobile device listed in the HRIS system. Employees who are not provided a regular cellular phone or mobile device reimbursement may, with prior permission from their supervisor, make business calls on their personal cellular phone or mobile device and submit an itemized bill for reimbursement on an expense report.

We encourage employees to remember safety when using their cellular phones or mobile devices for school purposes while driving. We encourage employees to safely pull off of the road when engaging in all cell phone conversations or using mobile devices for other purposes (emailing, texting, etc.). Employees should be aware of and follow the appropriate state and local laws regarding use of cellular phones and mobile devices while driving.

Those employees who are not provided phones will not be reimbursed for use of their personal phones and are expected to make school calls from their home office.

SOFTWARE/HARDWARE POLICY

ACCEPTABLE USE

This section defines the boundaries for the “acceptable use” of the employer’s electronic resources, including software, hardware devices, and network systems. By using the employer’s hardware, software, and network systems, you assume personal responsibility for their appropriate use and agree to comply with this policy and other applicable policies, as well as city, state, and federal laws and regulations.
SOFTWARE

All software acquired for or on behalf of the school or developed by employees or contract personnel on behalf of the school is and shall be deemed school property. All such software must be used in compliance with applicable licenses, notices, contracts, and agreements.

Under no circumstances should any user install or download any software onto a school-owned computer without specific permission from the Connections’ MIS Department.

PURCHASING

All purchasing of software will be centralized with the Connections’ MIS department to ensure that all applications conform to school software standards and are purchased at the best possible price. All requests for software must be submitted to the Lead School Administrator for approval. The request must then be sent to the Connections’ MIS department, which will then determine and purchase the standard software that best accommodates the desired request.

LICENSING

We are responsible for enforcing all applicable licenses, notices, contracts, and agreements for software that is used on school computers. Unless otherwise provided in the applicable license, notice, contract, or agreement, any duplication of copyrighted software, except for backup and archival purposes, may be a violation of federal and state law. We must strictly enforce license compliance because any violation by a user may still cause us to be liable for the consequences of such violation.

HARDWARE

All hardware devices acquired for or on behalf of the school or developed by employees or contract personnel on behalf of the school is and shall be deemed the school’s property. All such hardware devices must be used in compliance with applicable licenses, notices, contracts, and agreements.

PURCHASING

All purchasing of computer hardware devices shall be centralized with the Connections’ MIS Department to ensure that all equipment conforms to hardware standards and is purchased at the best possible price using volume discounts or national accounts. All requests for computing hardware devices must be submitted to the Lead School Administrator for approval. The request must then be sent to Connections’ MIS Department, which will then determine standard hardware that best accommodates the desired request.

OUTSIDE EQUIPMENT

No outside equipment or hardware may be plugged into the school’s network without specific permission from the Connections’ MIS Department (including USB peripherals and Flash Drives).
ELECTRONIC COMMUNICATIONS, TELEPHONE COMMUNICATIONS AND ACCESS CONTROL SECURITY POLICY

COMPANY PROPERTY

As a productivity enhancement tool, the school encourages the business use of electronic communications (including phone, voicemail, e-mail, webmail, message boards, instant message and fax). Electronic communications systems and all messages generated on or handled by electronic communications systems, including back-up copies, are considered to be the property of the school, and are not the property of users of the electronic communications services.

AUTHORIZED USAGE

The employer’s electronic communications and telecommunications systems generally must be used only for school activities. Incidental personal use is permissible so long as:

1. It does not preempt any school activity.
2. The Lead School Administrator is aware of your intended non-school usage.
3. It does not consume more than a trivial amount of time and/or resources.
4. It does not interfere with staff productivity.

Users are prohibited from using school electronic communications and telecommunications systems for charitable endeavors, private business activities, or amusement/entertainment purposes unless expressly approved by the Lead School Administrator. Employees are reminded that the use of school resources, including electronic communications and telecommunications systems, should never create either the appearance or the reality of inappropriate use.

SPECIFIC COMMUNICATION SYSTEMS REQUIREMENTS

MESSAGE BOARDS

Postings by employees, teachers, or other individuals who are not the Learning Coaches for currently enrolled students will be limited to comments relating to the program or other school-related activities. Further, such postings should be limited to those necessary to answer posted questions, to assist with identified problems or to gather parent input on proposed program changes or other school topics.

WEBMAIL

Webmail can be used for communication on personal matters (such as hobbies, books, mutual interests etc.) so long as care is used in making statements that are an expression of personal opinion that could be viewed as being detrimental to the school; or as statements of school policy such as comments that are political (except for any specific legislative activity related to the operation of the school) or religious in nature. A good common sense test is to ensure that anything that is written in a WebMail could be printed in a public newspaper and not be viewed as controversial or inappropriate.

OUTLOOK E-MAIL

Another important reminder concerns the use of school email. Any emails that are sent using the school email system, whether or not the users are employees, are the property of the school and may be viewed by members of management or others with administrative rights to the system. Furthermore, the Connections’ MIS Department is instructed to forward to management any emails that violate our Internet usage policy or represent activities that could be
detrimental to the school’s operations. It is essential that all email correspondence be able to pass the same common sense test as described for WebMail of being able to be printed in a public newspaper without any embarrassment to the sender, recipient, or the school.

**TELEPHONES**
School phones may be monitored or recorded to ensure quality. School phones may not be used for personal calls. Personal cell phones may only be used in break areas during employees’ scheduled breaks and lunches.

**GENERAL ELECTRONIC COMMUNICATIONS PROVISIONS**

**DEFAULT PRIVILEGES**
User privileges on electronic communications systems must be assigned so that only those capabilities necessary to perform a job are granted. This approach is widely known as the concept of “least privilege.” With the exception of emergencies and regular system maintenance notices, broadcast facilities (including the “All-Employees” distribution list) must be used only after the permission of the Lead School Administrator has been obtained.

**USER ACCOUNTABILITY**
Regardless of the circumstances, your individual user account passwords must never be shared or revealed to anyone else. This includes logging into a school resource as you to allow another user to access those resources. If another user does not have access to a resource and asks you to log in for them, you should deny the request and notify the Connections’ MIS Department immediately.

If users need to share computer resident data, they should utilize public directories on local area network servers, SharePoint or the Virtual Library in the EMS. Users should also refrain from sending attachments to internal users for review and comment if the resource is available in the public folder or SharePoint on the school’s network.

**ACCESS CONTROL**
To prevent unauthorized parties from obtaining access to electronic communications, users must choose passwords that are difficult to guess (not a dictionary word, not a personal detail, and not a reflection of work activities). The Connections’ MIS Department password policy requires users to choose a password that is at least eight (8) characters long and a combination of letters, numbers and/or symbols. You will be required to change your password every ninety (90) days, and you will not be permitted to re-use your previous five (5) passwords.

**NO GUARANTEED MESSAGE PRIVACY**
We cannot guarantee that electronic and telephone communications will be private. Employees should be aware that electronic and telephone communications could, depending on the technology, be forwarded, intercepted, printed, and stored by others. Furthermore, others may require access to electronic and telephone communications in accordance with this policy.

**REGULAR MESSAGE MONITORING**
It is our policy not to regularly monitor the content of electronic communications. However, the content of electronic communications may be monitored and the usage of electronic communications systems will be monitored to support operational, maintenance, auditing, security, and investigative activities. Users should structure their electronic communications in recognition of the fact that we may examine the content of electronic communications.
STATISTICAL DATA

Consistent with generally accepted business practice, we collect statistical data about electronic communications. As an example, call-detail-reporting information collected by telephone switching systems indicates the numbers dialed, the duration of calls, the time of day when calls are placed, etc. Using such information, the Connections’ MIS Department staff monitors the use of electronic communications to ensure the ongoing availability and reliability of these systems.

INCIDENTAL DISCLOSURE

It may be necessary for Connections’ MIS staff to review the content of an individual employee's communications during the course of problem resolution. Staff may not review the content of an individual’s communications out of personal curiosity or at the behest of individuals who have not gone through proper approval channels.

MESSAGE FORWARDING

Recognizing that some information is intended for specific individuals and may not be appropriate for general distribution, electronic communications users should exercise caution when forwarding messages. Sensitive information must not be forwarded to any external party without the prior approval of your supervisor. Blanket forwarding of messages to parties outside the school is prohibited unless the prior permission of the Lead School Administrator has been obtained.

PURGING ELECTRONIC MESSAGES

Sent and received emails should also regularly be purged from your personal electronic message storage areas. As a public school, we are subject to public records requests from members of the press or others. Once such a request has been made, it is a criminal offense to delete content that could be covered by the request, even if the person who deleted the content genuinely believes that the deleted content was not relevant. The best way to prevent this problem is to regularly delete emails that are not essential. Deleting unneeded messages is also necessary to keep our email servers from being overloaded. Each email account has a storage limitation that will notify you when the maximum space in your account has been reached. At that point, you are required to archive or delete your non-essential email to make more room in your mailbox.

INTERNET SECURITY & USAGE POLICY

SPECIFIC POLICY

All information traversing school computer networks that has not been specifically identified as the property of other parties will be treated as though it is a school asset. It is our policy to prohibit unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft of this information.

In addition, it is our policy to protect information belonging to third parties that has been entrusted to us in confidence as well as in accordance with applicable non-disclosure agreements, contracts and industry standards.

AUTHORIZED USAGE

The school’s computer network generally must be used only for school activities. Incidental personal use of internet on the school’s network should be limited to employee break times.

The school may explicitly prohibit personal internet usage on the school’s network. This will be outlined in a school policy.
INFORMATION MOVEMENT

At no time should an employee download anything from the Internet without direct permission by the Connections’ MIS Department. All approved software downloaded from non-Connections Education sources via the Internet must be screened with virus detection software prior to being opened or run. Whenever the provider of the software is not trusted, downloaded software should be tested on a stand-alone (not connected to the network) non-production machine. If this software contains a virus, worm, or Trojan horse, then the damage will be restricted to the involved machine.

All information taken off the Internet should be considered suspect until confirmed by separate information from another source. There is no quality control process on the Internet, and a considerable amount of its information is outdated or inaccurate.

Unless tools like privacy enhanced mail (PEM) are used, it is also relatively easy to spoof another user on the Internet. Likewise, contacts made over the Internet should not be trusted with school information unless a due diligence process has first been performed. This due diligence process applies to the release of any internal information (see the following section). Employees must not place company material on any publicly accessible Internet computer that supports anonymous file transfer protocol (FTP) or similar services, unless MIS and the Lead School Administrator has first approved the posting of these materials.

In more general terms, internal information should not be placed in any location, on machines connected to internal networks, or on the Internet, unless the persons who have access to that location have a legitimate need-to-know.

All publicly writable (common/public) directories on internal Internet-connected computers will be reviewed and cleared periodically. This process is necessary to prevent the anonymous exchange of information inconsistent with school policy. Users are prohibited from being involved in any way with the exchange of the material described in this policy.

INFORMATION PROTECTION

The school’s confidential, proprietary, or private information must not be sent over the Internet unless it has first been encrypted by approved methods. Unless specifically known to be in the public domain, source code must always be encrypted before being sent over the Internet.

Credit card numbers, telephone calling card numbers, log in passwords, and other parameters that can be used to gain access to goods or services must not be sent over the Internet in readable form. Unless an encryption algorithm like PGP (pretty good privacy), or another algorithm approved by MIS is used to protect these parameters, you should never put this information into an email, or instant message. This policy does not apply when logging into the machine that provides Internet services.

In keeping with the confidentiality agreements signed by all employees, school software, documentation, and all other types of internal information must not be sold or otherwise transferred to any third party for any purposes other than purposes expressly authorized by management.

Exchanges of software and/or data between an employee and any third party may not proceed unless a non-disclosure agreement has first been signed. Such an agreement must specify the terms of the exchange, as well as the ways in which the software and/or data is to be handled and protected.

Likewise, off-hours participation in pirate software bulletin boards and similar activities represent a conflict of interest with school work, and are therefore prohibited. Similarly, reproduction of words posted or otherwise available over the Internet must be done only with the permission of the author/owner.
COPYRIGHT AND LICENSING RESTRICTIONS

Computer software protected by copyright is not to be copied from, into, or by using school computing facilities, except as permitted by law or by contract with the owner of the copyright. This means that such computer and microcomputer software may only be copied in order to make back-up copies, if permitted by the copyright owner.

The number of copies and distribution of copies may not be done in such a way that the number of simultaneous users exceeds the number of original copies purchased by the school.

We strongly support strict adherence to software vendors’ license agreements. We abide by all applicable federal and state statutes and regulations pertaining to the use of computer hardware and software including, but not limited to, federal copyright laws. Unauthorized copying, altering, modifying, merging, transferring, de-compiling, or reverse assembly of licensed software is strictly prohibited. State laws may further govern the use of any computer resource (including software).

Most copyright licenses for software contain single CPU usage restrictions. These restrictions must be honored. In some instances, the software copyright owner may grant a variance from these restrictions to school environments. However, without explicit written variance, single usage restrictions in the license apply to all users.

EXPECTATION OF PRIVACY

Employees accessing school information systems and/or the Internet should realize that their communications are not automatically protected from viewing by third parties. Unless encryption is used, staff should not send information over the Internet if they consider it to be private.

We may and expressly reserves the right to monitor Internet use from all computers and devices connected to any school network.

At any time and without prior notice, we reserve the right to examine e-mail, personal file directories, and other information stored on school computers. This examination assures compliance with internal policies, supports the performance of internal investigations, and assists with the management of information systems.

ACCESS CONTROL

All users wishing to establish a connection with school computers via the Internet must authenticate themselves at a firewall before gaining access to our internal network. This authentication process must be done via a dynamic password system approved by MIS.

Employees are prohibited from establishing wireless access points, electronic data interchange (EDI) arrangements, FTP sites, web servers, peer-to-peer networks or any other external network connections that could allow external users to gain access to our systems and information.

REPORTING SECURITY PROBLEMS

If sensitive employer information is lost, disclosed to unauthorized parties, or suspected of being lost or disclosed to unauthorized parties, MIS must be notified immediately.

If any unauthorized use of our information systems has taken place, or is suspected of taking place, MIS must likewise be notified immediately. Similarly, whenever passwords or other system access control mechanisms are lost, stolen, or disclosed, or are suspected of being lost, stolen, or disclosed, MIS must be notified immediately.
Because it may indicate a computer virus infection or similar security problem, all unusual systems behavior, such as missing files, frequent system crashes, misrouted messages, and the like must also be immediately reported. The specifics of security problems should not be discussed widely but should instead be shared on a need-to-know basis. Users must not probe security mechanisms "test the doors" at either our website or other Internet sites unless they have first obtained permission from MIS. If users probe security mechanisms, alarms may be triggered and resources will needlessly be spent tracking the activity.

REMOTE ACCESS POLICY

Remote access is a generic term used to describe the accessing of our computer network by individuals not located at the primary office. Connections provides several options for access to school resources. This remote access may be required for traveling employees, employees who regularly work from home, or employees who work both from the school site and from home. In many cases, both the school and the employee will benefit from the increased flexibility provided by a remote access program. Each user’s need to access school resources remotely will be reviewed and approved by the Lead School Administrator and MIS on a case-by-case basis.

Participation as a remote access user may not be possible for every employee. Remote access is meant to be an alternative method of meeting school needs. We may refuse to extend remote access privileges to any employee or terminate a remote access arrangement at any time.

EQUIPMENT AND TOOLS

We may provide tools and equipment for remotely accessing the school computer network. This may include computer hardware, software, phone lines, e-mail, voicemail, connectivity to host applications, and other applicable equipment as deemed necessary.

The use of equipment and software provided by us for remotely accessing the school’s computer network is limited to authorized persons and for purposes relating to school business. The school will provide for repairs to company equipment. When the employee uses her/his own equipment, the employee is responsible for maintenance and repair of equipment.

USE OF PERSONAL COMPUTERS AND EQUIPMENT

The Connections’ MIS Department may only be able to provide limited support for equipment and software that is not purchased or owned by the school.

The school will bear no responsibility if the installation or use of any necessary software causes system lockups, crashes, or complete or partial data loss. The employee is solely responsible for backing up data on their personal machine before beginning any school work. At its discretion, the school will disallow remote access for any employee using a personal home computer that proves incapable, for any reason, of working correctly with the school-provided software, or being used in a production environment. There are several key requirements that an employee must meet before gaining remote-access privileges to our school resources.

HIGH-SPEED INTERNET CONNECTIONS

Only users with acceptable broadband connections will be approved to work remotely. No users with dial-up connectivity will be granted the ability to work remotely. If you have a high-speed connection to access the Internet from home on your own computer or during travel, you are required to have a personal firewall and active virus protection software installed on the computer to prevent unauthorized access to the computer. MIS must inspect and confirm the settings of any software-based firewall. If MIS cannot confirm the settings and the computer cannot be brought into the office for inspection, your ability to work remotely may be revoked.
If you have an existing high-speed Internet connection at home, and you use a stand-alone firewall or router appliance to protect your entire home network, you may not be required to run personal firewall software. The home router or firewall device must be configured to mask the computers behind it by using Network Address Translation (NAT) or a proxy, and it must not allow unsecured external access to any resources on your home network.

**ANTI-VIRUS SOFTWARE**

All computers accessing school resources are required to have active anti-virus software installed and configured to automatically update each time the computer is connected to the Internet. You will need to coordinate with MIS to install the required software. If you already have another anti-virus package installed, you must verify that you are paying for an active subscription to pattern updates or you will be required to uninstall that application and install our corporate anti-virus application. No trial software will be accepted as proper protection.

MIS reserves the right to routinely inspect and verify that you have the proper safeguards in place on your home network and computer, and to revoke VPN access to the company network at any time that we find or suspect that you are maintaining your computer or network in an unsecured environment.
ACKNOWLEDGEMENT

EMPLOYEE ACKNOWLEDGEMENT OF POLICIES

I acknowledge that:

1. I have been advised that the school has an employee handbook which sets forth various policies regarding my employment by the Board of Trustees of Reach Cyber Charter School.

2. I understand that I have access to and can obtain a copy of the employee handbook for review at any time online in the Virtual Library or by contacting Human Resources or my manager.

3. I understand and agree that I am responsible for knowing and understanding its contents and abiding by the policies set forth in the handbook.

4. I understand that the handbook does not create a contract of employment, either express or implied, or a guarantee of any benefit, and that the handbook contains only a summary of benefits and an overview of policies and procedures.

5. I understand that all employment policies, practices, wages and benefits, whether they are in the handbook or not, may be unilaterally changed, amended, modified, reduced, or discontinued at any time in the school’s sole judgment and discretion.

6. I understand that any amendment of the handbook will always govern and supersede any prior versions.

7. I understand, in accordance with the handbook policies, that if I should have questions or concerns regarding my terms of employment or working conditions, I should contact Human Resources or my manager.

8. I have read and understand the policies contained in this handbook and I agree to abide by all policies as well as immediately report any perceived violations of policies to my manager and/or Human Resources.

9. I understand that the employer has the right to use disciplinary action for any violation of policy or perceived violation of policy contained in this handbook.

10. I understand that the details of any benefits available to me as an employee are contained in the Benefits Guide.

11. Finally, I agree that my employment continues to be at-will and for no definite duration, that I can terminate my employment at any time, with or without cause or notice, and that the school reserves the right to do the same.

You will be directed to acknowledge the policies contained within this handbook via electronic signature upon beginning employment.
APPENDIX U
PROFESSIONAL LEARNING SCHEDULE
# PROFESSIONAL LEARNING SCHEDULE

## Sample Professional Learning Schedule and Topics – Years 2 - 4

This sample professional learning schedule is based on Connections’ multi-year professional learning plan, timeframes, and session topics at the time of this application.

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<th>Session Description</th>
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<td><strong>September 2017</strong></td>
<td><strong>Session 101: Who Are My Students and How Do I Reach Them?</strong> How do teachers actively engage students in the learning process and motivate them to take responsibility for their performance? Becoming familiar with student data, such as academic history, learning styles, and strengths and weaknesses can help staff plan lessons targeted to students’ needs. This session will include a discussion of various ways to support students in the cyber learning environments.</td>
</tr>
<tr>
<td><strong>October 2017</strong></td>
<td><strong>Session 102: What Makes a Difference for At-Risk Students?</strong> How do teaching practices ensure “at-risk” students are learning? This session explores what the research tells us about risk indicators and how they affect this population. Teachers will also assess the reasons “at-risk” students are more likely to struggle in school, and discuss strategies for addressing these differences through awareness and purposeful instruction.</td>
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<tr>
<td><strong>November/December 2017</strong></td>
<td><strong>Session 103: Why Do Students Need Feedback?</strong> How does feedback impact student learning? Relevant, timely, goal-referenced, and actionable feedback inspires students to become better learners, allows them to take ownership of their academic performance, and encourages them to become involved in the learning process. This session will address how staff can use student performance data to provide precise, targeted feedback.</td>
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<tr>
<td><strong>January 2018</strong></td>
<td><strong>Session 104: What is the Impact of Vocabulary on Learning?</strong> How does vocabulary play a pivotal role in students' understanding and acquisition of concepts? Students must be exposed to academic and content vocabulary in a variety of contexts. In this session, staff will explore techniques for teaching vocabulary across all content areas, as well as differentiate between content and academic vocabulary.</td>
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<tr>
<td><strong>February 2018</strong></td>
<td><strong>Session 105: Why Should Students Make Evidence-Based Claims?</strong> How does making a claim and defending it with evidence from a source prove student understanding? This session will explore strategies for student analysis that require gathering evidence, knowledge, and insight to support responses. Staff will have a variety of opportunities to evaluate and discuss sample student responses to questions.</td>
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<tr>
<td><strong>March/April 2018</strong></td>
<td><strong>Session 106: What is Conceptual Understanding?</strong> What role does metacognition play in student learning? It is vital for students to demonstrate deep understanding of concepts to be prepared for college and their future careers. This session will examine how conceptual understanding is defined, measured, and supported through teaching and learning.</td>
</tr>
<tr>
<td><strong>May 2018</strong></td>
<td><strong>Session 107: Why Should I Make Real-World Connections?</strong> What strategies encourage students to retain information? Internalization requires students to make connections between what they already know and what has been taught. This session will explore incorporating real-world connections into the cyber environment, and will reflect on the impact of previous professional learning sessions.</td>
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<tr>
<td><strong>September 2018</strong></td>
<td><strong>Session 201: Increasing the Effectiveness of Instructional Practices</strong> How can synchronous instruction contribute to personalized learning for students? This session explores the question “what is learning?” within the context of the nine events of learning that form the basis for designing effective instruction.</td>
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<td>October/November 2018</td>
<td><strong>Session 202: Helping Students Develop Grit and Take Ownership of Their Learning</strong> Do students take ownership of their learning? How does reflection contribute to student growth and intrinsic motivation? How do they develop persistence to continue with a task when the work gets challenging? In this session, teachers will discuss the growth mindset vs. fixed mindset and identify strategies for helping students become more reflective learners. Discussions on grit and persistence will point to the idea that learning involves struggle.</td>
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<tr>
<td>January 2019</td>
<td><strong>Session 203: Measuring Student Learning Through Questioning</strong> Do the types of questions teachers ask impact student learning? How can students demonstrate a deep understanding of skills and concepts? In this session, teachers will explore a variety of questioning strategies designed to assess student learning. Participants will examine the importance of higher-order thinking in the context of teaching and learning and explore ways to support student success on next generation assessment items.</td>
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<tr>
<td>February 2019</td>
<td><strong>Session 204: Practice → Mastery → Transfer: What Does It Mean?</strong> How do we help students take new learning from practice to mastery to transfer? Are mastery and transfer inextricably linked? In this session, teachers will reflect on the type and amount of practice students need to master new concepts and skills. Discussions will include rates of mastery, the importance of authentic assessments, and strategies for encouraging transfer in a cyber environment.</td>
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<tr>
<td>March/April 2019</td>
<td><strong>Session 205: Feedback vs. Feedforward Round Table</strong> What type of feedback do teachers give students? How can feedback motivate students? Does teacher feedback improve student understanding of what to do next? Students welcome feedback that is “just in time,” “just for them,” “just where they are in the learning process,” and “just what they need to move forward.” In this session, teachers will discuss how they provide feedback to students within the cyber learning environment.</td>
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<tr>
<td>May 2019</td>
<td><strong>Session 206: Learning Sciences: Putting It All Into Practice</strong> What characteristics of 21st century teachers are critical for student success? How have self-reflection and a deeper understanding of the learning sciences impacted teachers’ professional practice this year? The Learning Sciences are the umbrella over the Professional Learning Series and influence the most effective approaches to teaching within the cyber environment. In this session, teachers will reflect on the professional learning series and discuss the topics that impacted their instructional practices.</td>
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<tr>
<td>September 2019</td>
<td><strong>Session 301: Being a Reflective Practitioner</strong> How does being a reflective practitioner impact instructional decisions and student learning? This recording will provide an overview of the Professional Learning 300 series, and participants will set a goal for their professional learning. Best practices for designing a learning environment that focuses on the value of learning, self-efficacy, emotion, grit, and persistence will be presented.</td>
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<tr>
<td>October/November 2019</td>
<td><strong>Session 302: The Power of Feedback</strong> Are you providing feedback that drives students towards improvement of skills? Authentic, timely, and valid feedback guides and supports student learning. In this session, participants will discuss strategies for providing effective feedback specific to their content areas.</td>
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<tr>
<td>January 2020</td>
<td><strong>Session 303: Learning is Messy: Developing Mastery through Practice</strong> How do you create an environment that encourages students to learn through discovery without negative consequences? During this session, participants will discuss ways to provide deliberate practice and identify mastery of essential skills and standards within their content area.</td>
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<tr>
<td>February 2020</td>
<td><strong>Session 304: Embracing Struggle While Learning through Grit and Persistence</strong>&lt;sup&gt;*&lt;/sup&gt; How do you help students overcome their inner obstacles? Taking ownership of learning impacts a student’s success in the cyber environment. In this session, participants will discuss ways to provide students with opportunities to embrace grit, develop persistence, and overcome challenges.</td>
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<tr>
<td>March 2020</td>
<td><strong>Session 305: Differentiation for All</strong>&lt;sup&gt;*&lt;/sup&gt; Do you incorporate a variety of learning opportunities into your interactions with students? Differentiation of instruction should occur in asynchronous and synchronous instruction. In this session, participants will discuss possibilities for differentiating their instruction to support all types of learners.</td>
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<tr>
<td>April 2020</td>
<td><strong>Session 306: Igniting Student Engagement and Motivation</strong>&lt;sup&gt;*&lt;/sup&gt; How do you tap into engaging students in the overall learning process? In this session, participants will define student engagement, explore how it is demonstrated within their content area, and discover ways to motivate students in the learning process.</td>
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<tr>
<td>May 2020</td>
<td><strong>Session 307: Learning with the Brain in Mind</strong>&lt;sup&gt;*&lt;/sup&gt; How does brain research influence student learning? Understanding the brain in relation to mastery and transfer of information can lead to providing better opportunities for student to be successful. In this session, participants will discuss how mastery and transfer are demonstrated in their content area and gain an understanding of the role the brain plays in this process.</td>
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<td><strong>Optional Learning Sessions - Offered throughout the school year</strong></td>
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<td><strong>Optional Multi-Part Series Building Blocks to Teaching Reading: The Five Components of Literacy Instruction for K–5 Teachers</strong> This four-part professional learning series assists teachers in grades K–5 develop their literacy instruction by taking a deep look into the five essential components of literacy instruction. During the sessions, teachers explore how to enrich their instruction through curriculum, supplemental resources, and extension activities. Teachers will leave each session with a resource document highlighting the strategies, activities, and programs that can be used to develop student literacy skills.</td>
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<td><strong>Optional Multi-Part Series Developing Empowered Writers</strong> The importance of high-quality writing has been elevated in the education community, requiring students to devote a significant amount of time and effort to writing, not just in Language Arts classes, but across all content areas. Join fellow teachers across all curriculum areas and the Instructional Support team during this five-part series, as we investigate this issue and collaborate on ways to help our students meet these rigorous demands. You will be asked to reflect on how you currently support your student's development in writing, and you will discover resources and strategies to help strengthen your students’ writing skills across all content areas.</td>
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<td><strong>Optional Multi-Part Series Filling Your Adobe® Connect™ Toolbox</strong> This three-part series will explore the tools and features of Adobe Connect for intermediate-level users. Each session will focus on a different aspect: roles and pods, layouts and application sharing, and breakout rooms, while the sharing of effective practices for online instruction and tips and tricks for creating interactive and engaging activities will help teachers differentiate instruction and create thoughtful practice.</td>
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<tr>
<td><strong>Optional Multi-Part Series</strong>  &lt;br&gt;<strong>Introduction to Gifted Education</strong></td>
<td>This monthly series covers the fundamentals of gifted education and how to address the needs of gifted students in the cyber environment. Beginning with a conceptual understanding of the gifted child, teachers will work through sessions on the academic, emotional, and extracurricular needs of the gifted student. This series is highly recommended for all staff members who have had limited experience with gifted programming, have not attained formal gifted certification, or are in need of a review on the fundamentals of gifted education. At the conclusion of the series, participants will have a fundamental understanding of gifted education theory, strategies for differentiating instruction for the gifted student, and an enhanced understanding of the gifted education programming.</td>
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<tr>
<td><strong>Optional Multi-Part Series</strong>  &lt;br&gt;<strong>LiveLesson® Foundations</strong></td>
<td>This three-part series, offered twice, is recommended for new teachers or very beginning Adobe® Connect™ users. The sessions will highlight “must know” features and demonstrate the use of Adobe Connect for instructional purposes. By the end of the series, participants will be able to utilize tips and tricks for creating interactive and engaging activities. Sharing of effective practices will help teachers differentiate instruction and create thoughtful practice.</td>
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<tr>
<td><strong>Optional Multi-Part Series</strong>  &lt;br&gt;<strong>Topics in Gifted Education</strong></td>
<td>This monthly series builds upon the Introduction to Gifted Education series through the in-depth study of key topics in gifted education. Through focused sessions, this series will examine several areas of contention in the field of gifted education while simultaneously presenting concrete strategies to be employed in the classroom. Each month, a different topic will be addressed through formal professional learning sessions and more targeted IGNITE and TED Talk style sessions. This series is recommended for those who are already familiar with gifted education or for those who wish to attend both the Introduction to Gifted Education and Topics in Gifted Education courses concurrently. At the conclusion of the series, participants will have a thorough understanding of gifted education theory, additional strategies for differentiating instruction for the gifted student, and an enhanced understanding of the gifted education programming.</td>
</tr>
<tr>
<td><strong>Optional Stand-Alone Session</strong>  &lt;br&gt;<strong>Advancing Your Practice: Time Management, Data Analysis, and Synchronous Instruction</strong></td>
<td>Educators will discuss bringing the pieces together that are necessary to be successful in a cyber environment. The meaning of synchronous instruction, as well as alternate forms of its use, beyond the LiveLesson® session room, will be discussed. By the end of the session, participants will discuss strategies for enhancing the practice of a returning teacher.</td>
</tr>
<tr>
<td><strong>Optional Stand-Alone Session</strong>  &lt;br&gt;<strong>Collective Approach to Teaching Students with Learning Differences</strong></td>
<td>All students can learn, and it takes a team to make that happen. Students with learning differences need specially designed instruction and they need to be included with their general education peers. General education teachers are a very important part of each child’s team. Participants will leave the discussion with strategies for collaborating across teams, coming prepared to IEP meetings, and specific strategies for children with certain identified learning differences.</td>
</tr>
<tr>
<td><strong>Optional Stand-Alone Session</strong>  &lt;br&gt;<strong>Introduction to Response to Intervention and Instruction</strong></td>
<td>Join the Instructional Support team for a closer look at Response to Intervention and Instruction (RTII) by exploring the essential components of an effective RTII model. This session will provide teachers with an understanding of the tools needed to make data-driven decisions to help support student learning. Participants will leave the session with a greater understanding of the Guide to Implementing Multi-Tiered Instruction, the SISP Handbook, SISP Progress Monitoring Templates, and access to the Instructional Support Database.</td>
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<td>Session Description</td>
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<tr>
<td><strong>Optional Stand-Alone Session</strong> <strong>Partnering with Learning Coaches</strong></td>
<td>This session will focus on helping teachers build effective working relationships with Learning Coaches. Teachers will have the opportunity to learn about the Learning Coach Instructional Support team, and how they can participate to promote the best possible learning outcomes for their students. Participants will leave equipped with additional resources to use in supporting Learning Coaches, a better understanding of Learning Coach attitudes, confidence, and abilities, and strategies for building better Learning Coach partnerships.</td>
</tr>
<tr>
<td><strong>Optional Stand-Alone Session</strong> <strong>The Journey from Teacher to Facilitator</strong></td>
<td>This session is recommended for beginning teachers, to help them understand the transition in their role from classroom teacher to facilitator and data-driven investigator. Building successful classroom communities, establishing effective student/teacher relationships, and managing daily tasks in a cyber environment will be discussed. Participants will leave equipped with strategies to assist in the transition from classroom teacher to facilitator.</td>
</tr>
<tr>
<td><strong>Optional Stand-Alone Session</strong> <strong>Using Formative Assessment Data to Make Instructional Decisions</strong></td>
<td>Are you looking for ways to use student formative assessment results to make instructional decisions? Formative assessment is an invaluable tool available to all K–8 math and language arts students. Formative assessments are given in the fall, winter, and again at the end of the school year. Join the Instructional Support team as we explore how teachers can use formative assessment data to support student learning.</td>
</tr>
</tbody>
</table>

*For the PL 300 series teachers choose two of these additional sessions to continue their learning.*
This is a draft student handbook provided to the Board of Trustees by our partner, Connections. It will be used as the basis of the Reach Cyber Charter School Student Handbook and is subject to modification by the Board of Trustees.

This handbook is a sample and, if the charter application is approved, will be modified to reflect Reach Cyber Charter School’s mission and vision and compliance with all Pennsylvania laws and regulations.

This supplement provides school-specific information in addition to the general policies documented in the School Handbook: General Portion. This Supplement does not constitute the full set of policies related to Reach.
This Supplement provides school-specific information in addition to the general policies documented in the School Handbook: General Portion. Because this Supplement does not constitute the full set of policies related to Reach Cyber Charter School, please be sure to read the School Handbook: General Portion along with this Supplement. Both of these documents may be updated during the year as needed. If there are any discrepancies between this Supplement and the General Handbook, the policies in this Supplement override policies in the School Handbook: General Portion and are the binding policies that should be followed.
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3 SCHOOL ORGANIZATION AND ROLES

3.3 School Information

<table>
<thead>
<tr>
<th>School Information</th>
<th>School Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main School Address</td>
<td>Governor’s Plaza North 2101 North Front Street Harrisburg, PA</td>
</tr>
<tr>
<td>Main School Phone Number</td>
<td>TBD</td>
</tr>
<tr>
<td>School Hours</td>
<td>8:00 a.m. – 4:00 p.m., M-F</td>
</tr>
<tr>
<td>Technical and General Support</td>
<td>800-382-6010</td>
</tr>
<tr>
<td>Lead School Administrator</td>
<td>TBD</td>
</tr>
<tr>
<td>WebMail</td>
<td>All staff and support services are located in the Education Management System’s (Connexus) WebMail address book.</td>
</tr>
<tr>
<td>Board of Trustees</td>
<td>Refer to the school website for the most current contact information.</td>
</tr>
</tbody>
</table>

3.4.1 The 2016–2017 School Year Calendar

Reach will meet or exceed the requirements of Section 1715-A(9), “A charter school shall provide a minimum of one hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction at the elementary level, or nine hundred ninety (990) hours per year of instruction at the secondary level. Nothing in this clause shall preclude the use of computer and satellite linkages for delivering instruction to students.”

Reach will be a year-round cyber school for students in grades K-12 throughout Pennsylvania offering traditional and accelerated options in its first year and introducing the year round option in its second year. The school will offer multiple calendar options: traditional, year-round, and accelerated (for students in grades 9-12). In all options, students will complete the required 180 school days, which can be completed in either a traditional September-May school year or extended over a July-June school year. Reach will offer courses throughout the year—during a
combination of the fall, spring, and summer sessions—providing students with flexible pacing options for meeting state education standards.

The Board will approve the school calendar annually. The school calendar may be extended to allow families more flexibility in completing the year’s work, or to provide extra learning time for students who are at risk (generally not by more than two weeks). The first calendar is the anticipated traditional and accelerated pacing student calendar for the 2016-2017 school year. The second calendar is the anticipated year round pacing student calendar. School will not be kept open for students or staff on Sundays, Fourth of July, Memorial Day, Thanksgiving, the first of January, Christmas, or Saturdays unless Monday is the weekly holiday for the entire school year.

**Student Calendar 2016-2017**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Day of School</strong></td>
<td>September 6, 2016</td>
</tr>
<tr>
<td>(Traditional and Accelerated-Year Round begins in Year 2)</td>
<td></td>
</tr>
<tr>
<td>Thanksgiving Break</td>
<td>November 24 – 25, 28, 2016</td>
</tr>
<tr>
<td>(No School in Session)</td>
<td></td>
</tr>
<tr>
<td>Winter Break</td>
<td>December 23, 2016 – January 2, 2017</td>
</tr>
<tr>
<td>(No School in Session)</td>
<td></td>
</tr>
<tr>
<td>Martin Luther King, Jr’s Birthday</td>
<td>January 16, 2017</td>
</tr>
<tr>
<td>(No School in Session)</td>
<td></td>
</tr>
<tr>
<td><strong>First Semester End Date</strong></td>
<td>January 23, 2017</td>
</tr>
<tr>
<td>Spring Break</td>
<td>March 30 – 31, 2017</td>
</tr>
<tr>
<td>(No School in Session)</td>
<td></td>
</tr>
<tr>
<td>Memorial Day</td>
<td>May 29, 2017</td>
</tr>
<tr>
<td>(No School in Session)</td>
<td></td>
</tr>
<tr>
<td><strong>Second Semester End Date</strong></td>
<td>June 1, 2017</td>
</tr>
<tr>
<td><strong>Last Day of School (Traditional Pacing Option Students)</strong></td>
<td>June 1, 2017</td>
</tr>
<tr>
<td><strong>First Day of Summer Session (Accelerated Pacing Option Students)</strong></td>
<td>June 2, 2017</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4, 2017</td>
</tr>
<tr>
<td>(No School in Session)</td>
<td></td>
</tr>
<tr>
<td><strong>Last Day of Summer Session (Accelerated Pacing Option Students)</strong></td>
<td>July 31, 2017</td>
</tr>
</tbody>
</table>
3.4.2 Required Instructional Hours

Based on a 180-day school year:

Grades K – 5 = 900 hours (5 hours per day)

Grades 6 – 12 = 990 hours (5.5 hours per day)

Note that these are the minimum hours required by the state and that students are responsible for mastering all material, which may require additional time.

Elementary = K-5; Middle = 6-8; High = 9-12
3.5 Enrollment, Withdrawal, and Transfers

Reach Cyber Charter School does not inquire into, nor does it discriminate, based upon a student’s immigration status. All enrollment decisions are made in accordance with applicable Pennsylvania and federal law.

**Enrollment of Students Suspended or Expelled from another School**

Students who are currently under suspension from another school are permitted to enroll at Reach. However, the student must submit their disciplinary record in order to be eligible to attend field trips, school events, etc. Based on that disciplinary record, the Lead School Administrator will determine if and when attendance at these events is permitted.

Students who have been expelled from another school may only enroll in Reach if the Lead School Administrator and Superintendent of the District of Residence agree to the enrollment. Failure to disclose a prior expulsion may result in an immediate removal from Reach.

**3.5.2 Kindergarten and First Grade Admissions Policy**

**Entry Age for Kindergarten Students and Beginners**

For students in Kindergarten, Reach will enroll students who meet the admission age that is determined by their resident school district.

Reach will follow 24 P.S. § 13-1304 Admission of beginners, which states, “Admission shall be limited to beginners who have attained the age of five years and seven months before the first day of September if they are to be admitted in the fall, and to those who have attained the age of five years and seven months before the first day of February if they are to be admitted at the beginning of the second semester.”
3.5.3 Enrollment after the Start of the School Year

Students may enroll at Reach at any time of the year. The enrollment team will guide families through the enrollment process to include verifying records, recommending placement, and answering questions about the program requirements. Families enrolling mid-year or mid-semester are subject to all the same enrollment requirements as families that enroll prior to the start of the school year or semester. To contact the enrollment team call 1-800-382-6010.

Additional Information for High School

High school students entering mid-year or mid-semester must submit report cards, progress reports and/or teacher notes from their previous school as part of the enrollment process. Reach teachers review the student’s work and progress up to that point in the semester, and enter an equivalent grade in to the Reach grade book that represents the student's content mastery. That grade will be averaged with the Reach grades earned in that same semester.

3.5.4 Dual Enrollment in another K-12 Program

Because the school is a full-time program, students may not be concurrently enrolled in another public school on a full- or part-time basis. However, as provided by law, students may participate in extracurricular activities with their District of Residence.

In certain special circumstances, it may be possible for a student to participate in an activity at another local school within the parameters described below. Seeking such permission should be initiated after the start of the Reach school year.

To make these arrangements, Caretakers must obtain the Request for Local School Activities form from the Virtual Library. The form outlines the activity, lists contact information, and indicates that the cooperating Lead School Administrator agrees to: 1) not claim or collect any state, local, or federal funding for the student, and 2) assume all liability for that student while on the school grounds. Once the form is completed and signed, the Caretaker should present it to the Lead School Administrator, who will ensure that the student is in good standing and call the local school and make a final approval decision.

Violations of this policy may be grounds for disciplinary action.
### 3.6.3 Mandatory Testing

Students attending Reach will be administered the Pennsylvania System of School Assessment (PSSA) and Keystone Exams, as required by the Commonwealth of Pennsylvania.

PSSA is a standards-based criterion-referenced assessment used to measure a student's attainment of the academic standards while also determining the degree to which school programs enable students to attain proficiency of the standards. Every Pennsylvania student in grades 3 through 8 is assessed in English Language Arts and Math. Every Pennsylvania student in grades 4 and 8 is also assessed in science.

The Keystone Exams are end-of-course assessments designed to assess proficiency in the subject areas of Algebra I, Literature, and Biology. The exams include items written to the Assessment Anchors/Eligible Content aligned to the Pennsylvania Academic Standards in Mathematics and English Language Arts and to the enhanced Pennsylvania Academic Standards for Science.

All public school students, by their 11th grade year, must complete and score Proficient or Advanced on Keystone Assessments in Algebra 1, Biology 1, and English Literature or complete a Project Based Assessment in all 3 subjects. This is a Pennsylvania graduation requirement for the class of 2017 and beyond.

PSSA and Keystone Testing are administered at locations across the state during the testing windows. These site locations are determined by the school’s population. Families will be required to take their students to these locations to complete all mandatory testing.

If you fail to participate in any of the state mandated tests, you will be considered truant for those testing days and may be subject to fines by your District of Residence. *Note: More specific information about the administration of the tests will be sent to families via WebMail after the start of the school year, including specific locations and times.*
PSSA Exam Dates

<table>
<thead>
<tr>
<th>Assessment</th>
<th>Dates</th>
<th>Grade(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSSA English Language Arts</td>
<td>April 3-7, 2017</td>
<td>Grades 3 – 8</td>
</tr>
<tr>
<td>PSSA Mathematics</td>
<td>April 24-28, 2017</td>
<td>Grades 3 – 8</td>
</tr>
<tr>
<td>PSSA Science</td>
<td>May 1-5, 2017</td>
<td>Grades 4 and 8</td>
</tr>
<tr>
<td>Make-up for PSSA Exams</td>
<td>May 8-12, 2017</td>
<td></td>
</tr>
</tbody>
</table>

Keystone Exam Dates

All students who have completed courses for which a Keystone Exam is assigned must take the corresponding Keystone Exam.

Winter (Wave I) 2016-2017 (These will be optional)

<table>
<thead>
<tr>
<th>Subject</th>
<th>Wave 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Algebra I</td>
<td>December 5-16, 2016</td>
</tr>
<tr>
<td>Biology</td>
<td>December 5-16, 2016</td>
</tr>
<tr>
<td>Literature</td>
<td>December 5-16, 2016</td>
</tr>
</tbody>
</table>

Winter (Wave II) 2016-2017

<table>
<thead>
<tr>
<th>Subject</th>
<th>Wave 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Algebra I</td>
<td>January 9-23, 2017</td>
</tr>
<tr>
<td>Biology</td>
<td>January 9-23, 2017</td>
</tr>
<tr>
<td>Literature</td>
<td>January 9-23, 2017</td>
</tr>
</tbody>
</table>
### Spring 2017

<table>
<thead>
<tr>
<th>Subject</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Algebra I</td>
<td>May 15-26, 2017</td>
</tr>
<tr>
<td>Biology</td>
<td>May 15– 26, 2017</td>
</tr>
<tr>
<td>Literature</td>
<td>May 15– 26, 2017</td>
</tr>
</tbody>
</table>

### Summer 2017

<table>
<thead>
<tr>
<th>Subject</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Algebra I</td>
<td>July 31-August 4, 2017</td>
</tr>
<tr>
<td>Biology</td>
<td>July 31-August 4, 2017</td>
</tr>
<tr>
<td>Literature</td>
<td>July 31-August 4, 2017</td>
</tr>
</tbody>
</table>

### 4 ATTENDANCE

#### 4.2 Marking and Verifying Attendance

Learning Coaches must document student attendance in Connexus, the Education Management System (“Connexus”), and the school verifies that the attendance records are accurate. Parents should enter attendance daily whenever possible, but MUST enter it at least weekly.
Connexus Attendance Codes

The following attendance codes are available in Connexus:

<table>
<thead>
<tr>
<th>Code</th>
<th>Definition of code</th>
<th>Who enters the code?</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 9</td>
<td>Hours of Schooling</td>
<td>Learning Coach <em>(and the school, as necessary)</em></td>
</tr>
<tr>
<td>V</td>
<td>Vacation</td>
<td>Learning Coach</td>
</tr>
<tr>
<td>E</td>
<td>Excused Absence</td>
<td>Teacher or Administrator</td>
</tr>
<tr>
<td>U</td>
<td>Unexcused Absence</td>
<td>Teacher or Administrator</td>
</tr>
</tbody>
</table>

Hours of Schooling/Attendance

Students must meet all regulatory requirements for attending public schools in the state. These regulatory requirements include attending school for 180 days and completing a required number of hours of instruction per year. In order to make the state’s required hours per year of instruction manageable, families are encouraged to have students complete the following hours of schooling each week:

<table>
<thead>
<tr>
<th>Grade(s)</th>
<th>Recommended Hours per Week</th>
<th>Required Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>K – 5</td>
<td>25 hours, but will vary by pacing option</td>
<td>900</td>
</tr>
<tr>
<td>6 – 12</td>
<td>30 hours, but will vary by pacing option</td>
<td>990</td>
</tr>
</tbody>
</table>

Hours of schooling per day and/or week are accumulated by completing lessons, assessments, portfolio items, labs, attending direct instruction sessions, attending educational field trips, participating in state mandated assessments, and by participating in other educational activities.

Failure to attend mandated LiveLesson sessions, state testing, or respond to WebMail and phone call messages from teachers may be counted against documented attendance hours.
Although there is more flexibility in the Reach program than in a traditional school with regard to when instruction occurs, students and Learning Coaches should be aware that the school calendar reflects the days on which teachers are available to students. Specific school calendars and the required days and hours of instruction are posted in the School Schedule section of this Supplement.

**Attendance Responsibilities by Role**

**Learning Coach Responsibilities**

- **Record Hours of Schooling** - For each instructional day, Learning Coaches enter a 0 – 9 in Connexus to indicate the number of hours of schooling that occurred. They should aim to meet the weekly hours of schooling listed above to ensure compliance with state regulations. Learning Coaches may also ask for assistance from the school to enter attendance records if they are unable to access a computer on a given day, per the Marking and Verifying Attendance section of the School Handbook: General Portion.

- **Alert the School of Excused Absences** – Learning Coaches cannot enter “E” attendance codes in Connexus. If a student is absent, the Learning Coach must send information to the school about the absence, and the school determines if the absence can be classified as excused, per the guidelines listed in the School Handbook: General Portion. The teacher or administrator will then enter an “E” or “U” for that day’s attendance.

- **Complete Defined School Year** – Regardless of the number of hours of schooling a student may complete prior to the last day of the school year (as defined in the school year calendar in this Supplement), students are required to meet the weekly required instructional hours up to and including the last day of the school year.

- **Vacations or Days Off**: Students are allocated “vacation” days based on the number of weekdays in the school calendar that are marked as non-school days/holidays/vacation. For example, a student may choose to work on Presidents’ Day, but then take the following Monday off. The Learning Coach would record hours of attendance on Presidents’ Day, as though it were a regular school day, and then mark the Monday off as “V” for vacation. Whenever a student wishes to take a regular school day as a vacation day (that is, will not be completing any educational activities), the Learning Coach should seek approval from the student’s teacher in advance.
Note that regularly-scheduled school holidays, vacations, etc. must still be marked with a “V” if the student did not complete any educational activities on that day; they are not automatically recorded as vacation days in Connexus.

Students who start after the beginning of the school year will not be permitted to take vacation time for any school holiday or vacation days that occurred prior to their start date. For example, if a student starts school September 5 but school officially started August 18, the student is not entitled to use Labor Day as a vacation day, but is still entitled to all vacation days that are scheduled after his/her official start date.

If a student has used his or her allotment of vacation days, any scheduled school day on which no educational activities are completed (i.e., no hours are recorded) will be treated as zero hours. If that student is able to meet the weekly recommended hours on the days in which he/she does work, then the zero hour day will not adversely affect the student’s attendance percentage. If the hours are not made up during that same week, however, the student will be considered absent.

School Responsibilities

• **Review Attendance Records** – Teachers monitor and review attendance records on a weekly basis. They remind Learning Coaches to enter the hours of schooling for all days of the week. If a teacher has concerns about the validity of a student’s attendance records, he or she may place the student in an “Alarm” status, and contact the school’s designated Attendance Coordinator for further assistance.

• **Monitor Attendance Issues** – The school’s Attendance Coordinator, along with the student’s Homeroom Teacher/Advisory Teacher monitors student attendance. They contact families with low attendance rates, and work to help them stay in compliance. Attendance Coordinators also identify and record excused absences, and can alter Learning Coaches’ attendance records with proper documentation, if necessary.

• **Maintaining the Integrity of the Attendance Data** – The attendance system prohibits further editing of attendance data at certain points. Any requests for adjustments to the previously verified records must be submitted to the school in writing for review, approval and adjustment.
• **Official Attendance Record** – The Connexus attendance system is the record of Learning Coach documented attendance. It is however only one of many sources used to determine if a student is meeting the minimum instructional hours required. If it has been determined that a student has not completed enough work or that certain other program requirements have not been fulfilled, the Attendance Coordinator or Homeroom Teacher/Advisory Teacher may invalidate the Learning Coach record resulting in sanctions up to and including withdrawal. If a student regularly does not complete enough work to remain on track, despite repeated assistance and intervention on the part of the school, then the student may be subject to sanctions up to and including contacting the student’s District of Residence to formalize truancy proceedings.

### 4.3 Attendance Status and Escalation Systems

Enrolled students are in one of four attendance statuses at all times:

1. On-Track
2. Approaching Alarm
3. Alarm
4. Exempt (rare)

Attendance status is based on several criteria, as outlined in the School Handbook: General Portion, and is a combination of measures that indicate if a student is demonstrating adequate participation and therefore attendance in the program. This not only includes the actual attendance hours recorded by the Learning Coach, but also lesson and assignment completion rates, and amount of communication with the teacher. Therefore, even though a Learning Coach may record a high number of instructional hours in the attendance records, if a student’s work completion rates are not on track or if he or she fails to communicate on a regular basis with the teacher, he or she will be placed in an Approaching Alarm or Alarm status. It is important to recognize that just marking proper attendance will not keep a student’s attendance status On-Track.

When a student is in the Approaching Alarm status, he or she is in danger of being withdrawn. The school will work with the family to help get the student’s attendance back on track. If these efforts fail, the student will be escalated to the Alarm status which could quickly lead to the student’s official disenrollment.
Very occasionally, none of the first three escalation statuses will be appropriate for a student. The student will be placed in “Exempt” status and escalation will not apply; however, all program requirements will still be applicable.

### 4.4 Truancy

Reach is required to record student attendance in the same way as traditional public schools. If a student is not adequately engaging in the online program, or has accumulated more than three (3) unlawful absences, the school is required to work with the family to create a Truancy Elimination Plan (TEP). If the student continues not to engage in the program, Reach will contact the student’s District of Residence who may in turn contact the District Magistrate to pursue a truancy hearing and will drop the student from the active rolls.

In order to maximize student learning, regular attendance is imperative. The Reach program offers a great deal of flexibility about how many hours students spend each day on school work and on what days of the week they complete that work. Due to this flexibility, Reach has zero tolerance for truancy. Caretakers are held legally responsible for ensuring that their students are fully participating in school, even if they have designated another individual as their student’s Learning Coach. The information below is intended to help Caretakers understand how to avoid having their student be considered truant, and to understand the consequences of truancy.

In order to avoid truancy, the Caretaker must ensure that the following activities are taking place:

- The student completes assigned lessons and assessments.
- The student participates in educational activities for an appropriate number of hours, as outlined in the *Required Instructional Hours* section (Section 3.4.2) of this Supplement, and the Caretaker or Learning Coach records these attendance hours in Connexus on a daily basis.
- The student is available for regularly scheduled telephone calls with teachers.
- The student attends any *assigned* mandatory LiveLesson sessions.
- The student is able to demonstrate that he/she is doing his/her own schoolwork.
- The student attends mandatory state testing.
- The Caretaker or Learning Coach has communicated with the homeroom teacher in advance if he or she needs to deviate from the regular school calendar (for example, switching a vacation and school day).
If the students’ teachers become aware that the student is not fully participating in school as outlined above, the student will be marked absent at the teacher’s discretion. The Lead School Administrator or teacher may override the number of attendance hours previously entered by a Learning Coach, changing the attendance hours to a 0, if the student’s teacher(s) believe the student has not participated as required. These absences will be considered “unexcused.” Absences are considered “excused” only for documented student illness or the death of an immediate family member. The final decision about whether an absence is considered excused or unexcused will be made by the Lead School Administrator.

**Definition of “Missing a Day of School”**

Missing a “day” of school is defined as “missing a day’s worth of hours in a week.” Missing a day’s worth of hours in a week may be considered a day of unexcused absence if the student or Caretaker does not provide acceptable documentation to the school for those missed hours to be considered excused.

### 5 GRADING AND STUDENT EVALUATION

#### Grading Scale (Elementary and Middle School)

Reach uses the following grading scale for grades K-8 (See Section 6, *High School Programs and Policies*, for the grading scale for grades 9-12):

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum %</th>
<th>Maximum %</th>
<th>Passing?</th>
<th>Grade Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>90</td>
<td>100</td>
<td>Yes</td>
<td>4</td>
</tr>
<tr>
<td>B</td>
<td>80</td>
<td>89</td>
<td>Yes</td>
<td>3</td>
</tr>
<tr>
<td>C</td>
<td>70</td>
<td>79</td>
<td>Yes</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>60</td>
<td>69</td>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>F</td>
<td>0</td>
<td>59</td>
<td>No</td>
<td>0</td>
</tr>
</tbody>
</table>
6 HIGH SCHOOL PROGRAM AND POLICIES

Promotion

The following credits are required to be promoted from one grade to the next:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Grade</th>
<th>Minimum # of Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sophomore</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Junior</td>
<td>11</td>
<td>10</td>
</tr>
<tr>
<td>Senior</td>
<td>12</td>
<td>16</td>
</tr>
</tbody>
</table>

At the time of a student’s enrollment, school counselors will establish estimated grade levels based on preliminary information about previously earned credits. Student grade levels will be updated twice each year – once in the fall and again at the end of the school year. The automatic adjustments are based on the student’s earned and verified credits recorded in Connexus.

In certain situations, the counselor, in consultation with the student, Learning Coach, and/or school administrator, may adjust the student’s grade to most appropriately match the student’s current academic needs.

Graduation and Diploma Requirements

To be eligible to graduate and receive a diploma from Reach, a student must meet all of the following requirements:

- complete the 21 credits required by the PDE in specific area and subject as outlined herein;
- be enrolled during the semester immediately prior to graduation, and not be full-time enrolled in any other school;
- earn at least 1.5 credits (or 3 courses) in the semester immediately prior to graduation;
- pass all state-mandated Keystone End of Course exams or Project Based Assessment(s); and
- meet any other additional graduation requirements required by the school or state.
A student may finish school during the school term in which he/she turns 21 years old.

**Early Graduation**

At the close of the second semester, the Lead School Administrator, school counselor, and other staff will review each senior’s records to ensure that these students have completed all graduation requirements. The Lead School Administrator will then initiate the “withdrawal for graduation” process in Connexus for those students who have completed all requirements.

Students who have completed all graduation requirements at any time prior to the end of the second semester of their senior year may request early graduation by contacting the Lead School Administrator. The Lead School Administrator and other appropriate school staff will then review the student’s records to ensure that all graduation requirements have been met. After the Lead School Administrator grants approval for early graduation, he/she will initiate the “withdrawal for graduation” process. This includes marking the student’s transcript to indicate graduate status. Once the student has graduated, the student will no longer be enrolled in Reach and will not have access to Connexus.

Unofficial transcripts will be available to students via Connexus as long as the student is enrolled in Reach, and official transcripts will be available at any time by contacting the school. Early graduates will receive their diplomas at the end of the second semester, when the rest of the graduating class receives their diplomas. Early graduates are welcome to join in any and all graduation activities offered by Reach, but must inform the school of their desire to participate in graduation activities at the same time they request early graduation.

**Area and Subject Requirements**

Students must earn the following credits in the following areas and subjects.

<table>
<thead>
<tr>
<th>Subject</th>
<th># Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>4.0</td>
</tr>
<tr>
<td>Mathematics</td>
<td>3.0</td>
</tr>
<tr>
<td>Science</td>
<td>3.0</td>
</tr>
<tr>
<td>Social Studies</td>
<td>3.0</td>
</tr>
<tr>
<td>Arts or Humanities or Both</td>
<td>2.0</td>
</tr>
<tr>
<td>Health and Physical Education</td>
<td>1.0</td>
</tr>
</tbody>
</table>
### Subject

<table>
<thead>
<tr>
<th>Subject</th>
<th># Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional courses from among those approved for credit toward graduation by the school including approved vocational education courses.</td>
<td>5.0</td>
</tr>
</tbody>
</table>

Reach uses a standard whereby one credit equals approximately 180 hours of instruction (sometimes referred to as Carnegie Units).

### National Collegiate Athletic Association (NCAA) Eligibility

In order to be eligible for National College Athletic Association (NCAA) scholarships, students must meet certain academic and other requirements, including but not limited to taking NCAA-approved high school courses. Many of Connections Academy’s core and elective courses are NCAA-approved; however, students interested in NCAA scholarships should contact their school counselor to determine an appropriate course schedule that will help them meet NCAA requirements. Students should also visit the [NCAA Eligibility Center](https://www.ncaaclearinghouse.net) for more information.

### Grades and Grade Point Averages (GPA)

Students are awarded credit only for courses in which they have earned a grade of D- (60%) or higher. This applies both to courses taken at Reach and at other schools. Courses required for graduation must be re-taken by the student if a grade of D- (60%) or higher is not earned, and re-taking such courses may delay the student’s graduation. The school’s grading scale is below.

Semester and year-end grade point averages (GPA) calculations will follow a four point scale (below). GPAs will only include graded courses; pass/fail courses will not be averaged into a student’s GPA. Passing grades for Honors courses are weighted with one-half (0.5) extra grade point. Passing grades for Advanced Placement (AP) courses and approved college courses are weighted with one (1) extra grade point.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Grade %</th>
<th>Passing?</th>
<th>Non-Weighted</th>
<th>Weighted (Honors)</th>
<th>Weighted (AP)</th>
<th>Weighted (College Courses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A+</td>
<td>98 -100</td>
<td>Yes</td>
<td>4.00</td>
<td>4.50</td>
<td>5.00</td>
<td>5.00</td>
</tr>
<tr>
<td>A</td>
<td>92 - 97</td>
<td>Yes</td>
<td>4.00</td>
<td>4.50</td>
<td>5.00</td>
<td>5.00</td>
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<tr>
<td>A-</td>
<td>90 - 91</td>
<td>Yes</td>
<td>3.67</td>
<td>4.17</td>
<td>4.67</td>
<td>4.67</td>
</tr>
<tr>
<td>B+</td>
<td>88 – 89</td>
<td>Yes</td>
<td>3.33</td>
<td>3.83</td>
<td>4.33</td>
<td>4.33</td>
</tr>
</tbody>
</table>
Class Rank
Reach will calculate the class rank for each high school student two times per year, shortly after the conclusion of each semester. Students who have not yet successfully completed any high school courses for credit directly from Reach will be excluded from the class rank calculation.

For the purposes of calculating the class rank, the student’s cumulative GPA will be used, which may include weighted grades for Honors or Advanced Placement courses. Courses transferred in from other accredited institutions will also be included in the class rank as long as there is a grade assigned for that course.

The cumulative GPA is calculated to the hundredth of a point. Students whose class rank rounds off to the same thousandth of a point will be considered tied and will receive the same class rank. The ranking will compare students within the same grade level. The class rank is not included on the student’s official high school transcript.

Release of High School Educational Records
Reach will provide educational records, including official high school transcripts, class rank, test scores, and letters of recommendation to third parties such as post-secondary institutions, scholarship committees, and/or potential employers, only with prior written approval from the student’s Caretaker, or from the student if he or she is 18 years or older or an emancipated minor.
To ensure that application deadlines are successfully met, the school requires advance notice of at least **10 working days for requests to provide educational records** to students, Caretakers, and/or third parties. We require **30 days’ notice for letters of recommendation**. **Note:** Class rank is only calculated twice a year.

Requests for records should be made using the *Authorization for Release of Educational Records Form* available in the Virtual Library under Forms, Colleges, and Careers.

**Prerequisites**

Students must meet all course prerequisite requirements prior to registering in them. Prerequisites are listed by each course’s overview in the course catalog. Semesters A and B of a course cannot be taken concurrently (during the same semester).

**Duplicate Coursework: Repeating a Course**

Students may repeat a course in order to improve their grade. Only the higher of the two grades will be included in the GPA. Credit will be awarded only once, for the higher of the grades. Both courses and both grades will show on the transcript.

**Schedule Changes**

Students may request changes to their schedules within the first six weeks of enrollment or within the first six weeks of the semester. To add or drop a course, a Caretaker must make a request to the school counselor.

**Transcripts**

Students are able to access ongoing information about their courses through their online grade books within Connexus. To request an official copy of a transcript, families must complete a *Transcript Request Form* (located in the Virtual Library) and submit it to the Lead School Administrator for approval and processing. Official transcripts are generated at the school. They have official school signatures, raised seals, and are sent in a sealed envelope. Caretakers are able to view a copy of the transcript through the Connexus at any time.
Credit from other Schools

As part of the enrollment process, families submit their students’ most recent report cards and/or transcripts. Counselors analyze previously earned credits and determine which credits will transfer to Reach. The school counselor may require complete unofficial transcripts or complete end-of-year report cards before approving a student’s grade level and course selection. Official transcripts are required within the first 30 days of school for final credit transfer approval and for final course approval. Upon graduation or withdrawal, the official Reach transcript will display both the credits earned at Reach as well as any transfer credits.

Credit for Coursework Completed in a Non-standard School Program

Students may request to receive credit for courses completed in previous educational settings other than fully accredited schools, including home school, non-accredited public, private, alternative or international schools.

There are three options for requesting and being granted credit by Reach for coursework completed in a non-standard school program.

1. **Assessment**: the student takes and achieves a passing grade (D-) on the Connections Academy exam(s) associated with the course. This may be the midterm and final exam or other proficiency exam as determined by the content area teacher. Alternatively, the student may take a state-approved standardized test. If the student achieves a score of “Proficient” or higher he or she will be granted credit for that course. The test(s) must be taken in a school-approved proctored setting.

2. **Portfolio**: The student submits a portfolio documenting coursework, which may include:
   - Samples of prior work
   - List of texts used in prior courses
   - Artwork
   - Writing samples
   - Report card from prior school/home school
   - Student Interview
   - Other materials as requested by the school counselor

   The portfolio will be reviewed by each relevant content area teacher. The appropriate content area teachers will make final decisions about credit(s) to be granted for the student’s prior coursework.
For example, a student who shows sufficient evidence of having successfully completed Algebra I, Geometry, English 9 & 10, Earth Science, Biology, U.S. History, Government, and/or French I & II, will be granted credit by the relevant content area teacher for each of the courses documented, and will be placed in Reach at the grade level appropriate for the number of credits granted.

The school counselor and/or Lead School Administrator may review the student’s portfolio along with the content area teachers, but the content area teachers will be responsible for determining if the student is indeed proficient in the specific subject and whether or not credit is to be granted.

3. **Competency**: Based on a portfolio of materials similar to, but perhaps less comprehensive than that listed in #2, the subject area teacher makes a decision about where to place the student. After the student has completed one full semester at Reach, the subject area teacher reviews the student’s progress in the Reach course(s). If the student earns a passing grade in the course that follows a course taken in a non-standard school, the Lead School Administrator or counselor may award credit(s) for the course(s) taken in the non-standard school. This method of placement is only applicable to foreign language courses and certain other courses that occur in a clearly linear sequence.

Students may use any combination of the above-listed methods for requesting credit. For example, a student may choose option #1 for mathematics and science courses, #2 for humanities courses, and #3 for foreign language.

Credits for courses completed in a non-standard school program may be granted as described above, but no grades are assigned. Students receiving credit will be given a grade of “Pass,” which is not included in the calculation of the student’s GPA. These credits are not entered into the student’s records until the student has completed a full semester in Reach.

**High School Courses Taken in Middle School**

Students may earn high school credit for high school level courses taken during the middle school years. A middle school course for which high school credit is granted must cover the same content as the equivalent high school course, and must be approved by the school counselor in advance. Check with the school counselor for more specific information.
Credit for Other Experiences

Many students are involved in activities outside their school experiences, such as: music, dance, and art lessons, foreign language instruction, and participation on athletic teams. While Reach recognizes the value of these activities, they cannot be used to earn high school credit.

Independent Study

Independent Study is a school-approved, student-centered, alternative method of learning that allows a student to earn regular education course credit while working on a standards-based, curriculum-aligned, independent project. Students work independently under the supervision of a certified teacher following a plan created jointly by the student, the Caretaker, and the teacher. Students who wish to earn credit for an Independent Study project must complete an application and have the approval of the teacher, school counselor, and Lead School Administrator in advance.

Students Driving To Sanctioned Events

First and foremost, we highly recommend to Caretakers that students not be permitted to drive unaccompanied to Reach sanctioned events ("Event(s)"). Preferred options include having Caretakers or designated adults drive and supervise students, or having students use public transportation options. However, under certain circumstances students may need or wish to drive to an Event without supervision from an adult. In order to be able to drive unaccompanied to a Reach sanctioned Event, students must meet the following guidelines:

- Must be 18 years of age. Where students are under the age of 18, even though states may permit minors to drive, an adult is required to supervise a minor at an Event.
- Must possess a valid driver’s license.
- Must use a currently registered, inspected, and insured vehicle.
- Must be a student in good standing, with good attendance, and with no disciplinary actions noted in the student’s file
- Obtain school permission to drive unaccompanied to events.

In addition, it is the responsibility of the student who attends an Event without a Caretaker or designated adult to do the following:
• Document parental permission to drive to Events for the current school year by submitting a completed and signed *Sanctioned Event Student Driving and Attendance Authorization* to the School (form available from the Virtual Library or the school).

• Document school permission to drive to events by obtaining the Lead School Administrator’s (or designee) signature on the *Sanctioned Event Student Driving and Attendance Authorization*.

• Obey all time schedules.

• Obey all school rules including maintaining acceptable attendance and disciplinary standards. If a student arrives late, privileges may be revoked.

• Adhere to school rules and procedures for Events.

Under no circumstances shall the school be responsible for students who make their own personal travel arrangements and/or are not accompanied by an adult. The conduct of unaccompanied student drivers at Events shall remain the responsibility of their Caretakers. If a student driving to or from an Event is involved in an accident, Reach shall not be liable for any injuries or damage; all liability rests with the student, his/her Caretaker and/or any insurance maintained by the Caretaker and/or the student.

Under no circumstances shall students drive other students to an Event. If a student nevertheless permits another student or students to ride with him/her, Reach shall not be liable for any injuries or damage to any parties. The student, the student’s Caretaker, and/or any insurance maintained by the Caretaker and/or the student, will be responsible for any and all injuries and/or any damage that may occur.

Even if a Caretaker does grant permission for a student to drive unaccompanied, it is important to note that driving a car to an Event is a privilege for a student and not a right, and such privileges may be denied or revoked by the school at any time. Safe driving practices must be adhered to at all times. Students who endanger other drivers, individuals, pedestrians, or property, and/or do not follow state laws or school rules and/or procedures for Events, may have their permission to drive unaccompanied to school Events revoked by the school. Furthermore, students may be reported to the police for further action.
7 SERVICES FOR SPECIAL POPULATIONS

7.1 Individuals with Disabilities Education Act (IDEA) Eligible Students

Enrollment Requirements
All Caretakers who indicate their students have special needs are asked to submit a copy of the student’s most recent Individualized Education Program (IEP) as soon as possible after the enrollment process is complete. It is important that the IEP is current and complete, and that all educational assessments and evaluation reports that support the IEP are also submitted. Enrollment will not be delayed; Reach staff will work with families and with the student’s prior school to obtain copies of necessary documents.

All documents are reviewed by the Director of Special Education, the student’s IEP annual review date is noted, and an IEP meeting will be scheduled, if necessary. At the start of school, a member of the special education staff contacts the family to discuss specific student needs or to clarify information.

During the School Year
At the beginning of the school year, the special education team ensures that teachers of students with IEPs have access to each student’s IEP. The teachers are made aware of each student’s special learning needs and required accommodations. Teachers are also given guidance on how to make the necessary program accommodations and modifications.

Conducting IEP Meetings
The special education team, including a special education teacher, plans for and schedules all annual reviews and other IEP-related meetings. The team contacts families and establishes mutually agreeable meeting times. Typically IEP Team meetings are held in a virtual LiveLesson classroom and on a conference line and occur in compliance with all state and federal laws.
Special Education and Related Services

Some students qualify to receive special education as well as related services according to their IEPs. Due to the virtual nature of the school, the services are typically provided virtually over the Internet with real-time conferencing software. Reach will provide a continuum of special education and related service that may include alternative placements. The IEP team ensures that services are provided in compliance with the IEP.

Child Find

Reach has established and implemented Board-adopted procedures to identify, locate, and evaluate all children who need special education programs and services. Child Find refers to activities undertaken by the school to identify, locate, and evaluate enrolled children who are suspected of having disabilities, regardless of the severity of their disability, and determine the child’s need for special education and related services. The purpose is to locate these children so that a free appropriate public education (FAPE) can be made available.

Reach’s Director of Special Education will serve as the Child Find Coordinator and will provide Child Find information and public awareness outreach to school staff, Caretakers, local organizations and agencies. School staff will receive information on analyzing universal screening results (including LEAP and DIBELS assessments) to identify students in need of instructional interventions and, potentially, special education evaluation. Students in need of intervention may also progress through Reach’s Multi-Tiered System of Supports/Response to Intervention and Instruction (MTSS/RtII). Staff training will include how to facilitate requests from Caretakers for evaluation.

Reach conducts systematic screening activities that lead to the identification, location and evaluation of enrolled children with disabilities. Identification activities are performed to find a child who is suspected of having a disability that would interfere with his or her learning unless special education programs and services are made available.

- Reach’s MTSS/RtII frameworks helps teachers identify students in need of intervention who may not be meeting appropriate educational benchmarks.
- The screening activities include:
  - review of test data including statewide assessment results
  - review of academic progress
  - hearing and vision screening
Reach’s statement about Child Find is accessible to the general public. The statement is located on the general school public website and is communicated through banner messages on Caretaker homepages within Connexus. In addition, all families enrolled in Reach receive Child Find information within the school newsletter, published on a semester basis. A link to the Pennsylvania Parent Guide to Special Education for School-Age Children is also provided in all locations.

**Student Support Team**

The Student Support Team (SST) at Reach is comprised of school administrators, general and special education teachers and staff, school counselors as needed and parents when appropriate. The team meets regularly to discuss the progress of students who are demonstrating difficulties with the Reach curriculum. Any academic or behavioral difficulties have been documented by the student’s teacher in Connexus and are related to the student’s academic performance, progress, participation, and/or attendance.

Teachers follow the SST referral process as they refer students for discussion. The team meets to:

- review student academic and/or behavioral difficulties,
- accommodations and modifications that have been implemented,
- attempted differentiation by the teacher of the content area of concern
- progress or regression noted by the teacher, and
- other relevant information.

After a thorough discussion, the SST members will offer suggestions, and will provide the teacher and Learning Coach with varying intervention strategies to implement with the student. An intervention strategy is planned, and systematic data collection by the Reach staff is implemented to resolve the issues. At subsequent follow-up meetings, the team discusses which strategies were implemented by the teacher and Learning Coach, how those strategies
worked, how the student is currently performing, and if other strategies need to be explored or implemented.

If the members of the team determine that multiple strategies yielded no positive results, they will escalate their concerns to their managers and/or the special education team, as appropriate. Parents are also informed of the academic concerns. The SST may also elect to escalate the student's Reach warning status to the next level, thus informing the Caretaker and school administrator of the concerns. When appropriate, the SST will refer the student for a special education evaluation, and may do so at any point in the process.

**Special Education: Educational Records Confidentiality**

Reach recognizes the need to protect the confidentiality of personally identifiable information in the education records of eligible children. The policy stated below has been prepared to ensure the privacy rights to both the Caretakers and an eligible child in the collection, maintenance, release and destruction of these records. This policy incorporates provisions from the Regulations of the State Board of Education on Pupil Records (PA Code 22, Ch. 12), the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the Confidentiality Section of the Individuals with Disabilities Education Act ("IDEA") , and the Confidentiality Section of PA Special Education Regulations and Standards.

Information in this policy will be reviewed and updated as necessary.

**Destruction** – means physical destruction or permanent expungement of personally identifying data from a student’s educational record so the information in those records is no longer personally identifiable.

**Directory information** – includes the following information relating to a student: the student’s name, address, telephone number, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and heights of members of athletic teams, dates of attendance, degrees and awards received, the most recent previous educational agency or institution attended by the student, and other similar information.
**Education record/records** – means those records which are directly related to an exceptional student and are maintained by Reach. This includes records for a student who is currently or who in the past received special education and related services from Reach. Records include permission to evaluate, evaluation reports, IEP, Section 504, notice of recommended education placement, progress reports, etc. (Personal notes of instructional, supervisor, or administrative personnel are not considered to be part of education records.)

**Personally Identifiable Information (PII)** – includes data or information that identifies a student or a student’s family members, including but not limited to, name, address, telephone, personal identifier such as student number or social security number or by a list of characteristics or other information that, alone or in combination, is linked or linkable to a specific student that could be identified with reasonable certainty.

**Release** – the giving of access to or the allowance of inspection, transfer, disclosure, or communication of any portion of a student’s education records which includes in it personally identifiable information; the term also means release to any person by any means.

**Student** – means exceptional school age pupil or preschool pupil (eligible young child) with respect to whom an educational agency maintains education records.

**Parent** – includes a parent, guardian, or a surrogate parent who acts as a parent in the absence of a parent or guardian. Unless there is a state law or court order which provides to the contrary, the Intermediate Unit may presume that the parent has the authority to exercise the right inherent in the Family Educational Rights and Privacy Act of 1974 (FERPA).

**Eligible student** – a student who has attained eighteen (18) years of age, or is attending an institution of post-secondary education.

**Authorized school official** – means an administrator, supervisor, or instructor who has a legitimate education interest in the student’s education.

**Education Records**

An education record shall be maintained for each child receiving special education services from the school at the following locations:
• A special education file shall be maintained in the Student File Room at Reach. This file shall be considered the complete special education file.
• A permanent record shall be maintained for each current child and stored in the school site.
• A health record for each currently enrolled student will be kept in a locked cabinet.
• A copy of the special education file, permanent file, and health file will be stored in the Records Room for students who are no longer enrolled in the school.

Transferring Files to Other Districts
When files are transferred to other schools, the file will be sent to the requesting district after a copy is made and stored in Reach’s Records Room. The school will notify parents when a request has been made by another school district for a copy of their child’s file.

Viewing Files
A parent/guardian has the right to review the files of their child. The parent may also request and receive the following:

• An explanation of information in the student’s education records.
• A copy of all or part of the student’s education record (the cost of which will not exceed the costs of duplication).
• A list of the types and location of the student’s education record collected, maintained, or utilized by the LEA.

Student Access Rights
When a student is eighteen (18) years of age or attending a post-secondary education institution, the right accorded to and consent required of a student’s parent/guardian by law will only be accorded to and required of the student.

Parental Access Rights
A parent/guardian, eligible student, or designated representative shall have access to the student’s education records within forty-five (45) days of receipt of written request in order to inspect, review or copy education records. The school may charge a fee for copying education records.
A parent/guardian also has the right to request and receive the following:

- An explanation of information in the student’s education records.
- A copy of all or part of the student’s education record. If copies are to be released to anyone other than the parent/guardian, the Consent to Release Information form must be completed by the parent/guardian.
- A list of the types and location of the student’s education record collected, maintained, or utilized by the LEA.

**Accessing Records**
Reach will maintain a record indicating the names of those persons who have obtained access, the date of access, and the purpose of access. Administrators, teachers, instructional aides and the administrative assistant are authorized to have access to personally identifiable information.

The parent/guardian has the right to inspect the access record of their child’s records.

**Maintenance Records**
The Director of Special Education shall be responsible for ensuring that the education records, confidentiality rules, and education records policy for eligible young children are enforced and administered. This official will:

- Annually notify parents/guardians and eligible students of this policy, its procedures, and their rights. The notification shall be in their primary language unless it is not feasible to do so.
- Develop system of safeguards which will protect the confidentiality of personally identifiable information at the point of collection, storage, release and destruction.
- Be responsible for ensuring that all school faculty and subcontracted agency employees, who collect or use personally identifiable information, receive in-service training regarding the implementation of this policy. In-servicing shall consist of providing, at the least, yearly presentation of the information to staff and subcontractors.

**Destruction**
Reach will not destroy any part of an education record or personally identifiable information necessary for the education of a student who is enrolled or has been enrolled in the school.
Release of Information

In order to protect the rights of the student and his/her parents/guardians against infringement of privacy, misinterpretation of data, inappropriate use, Reach will obtain the written consent of the student’s parent/guardian or the eligible student prior to disclosing personally identifiable information from the education records of a student, other than directory information, except when prior consent for disclosure is not required by law. Consent will be obtained using the Consent of Release Information form.

Prior consent for release of such information is not required when disclosure is:

- To authorized school official or subcontracted agencies have a legitimate educational interest (a legitimate educational interest for an authorized school official means that this official will have administrative, supervisory, or instructional duties with regard to the student’s education program.)
- To officials of another school or school system in which the student is enrolled or intends to enroll; records will not be released without notifying the parents/guardians.
- To authorized representatives of the Comptroller General of the United States, the Secretary, or state and local educational agencies.
- To state and local officials or authorities, if a state statute adopted before November 19, 1974, specifically requires disclosures to those official and authorities.
- To comply with judicial order or lawfully issued subpoena, provided Reach makes a reasonable effort to notify the parent/guardian of the student or the eligible student of the order or subpoena in advance of compliance.
- To organizations conducting studies for, or on behalf of, education agencies or institutions provided such organization have received approval from Reach Board of Trustees.
- To a parent/guardian of a dependent student, as defined in section 152 of the Internal Revenue Code of 1954.
- In connection with a health or safety emergency, only if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

Written consent will be obtained prior to release of personally identifiable information to any party not mentioned above. Prior to requesting consent, Reach will provide the parent/guardian or eligible student in writing with the following:
Whenever the student’s school district of residence, Intermediate Unit, or the Department of Education requests the release of information, a charter school must comply with the request within ten (10) days of receiving the request.

When a school district in which the student is enrolled or intends to enroll requests the release of information, Reach will comply with the request within ten (10) days of receiving the request.

**Parental Request for the Amendment of Records**

A parent/guardian has the right to request that Reach amend information contained in education records collected, maintained, or used by Reach if she/he believes it to be inaccurate, misleading or in violation of the privacy or other rights of the student.

Subsequent to a request for an amendment, Reach shall decide whether to amend the disputed information within forty-five (45) calendar days after the receipt of the request to amend.

If Reach agrees to amend the disputed information, the parent/guardian or eligible student shall be notified in writing.

If Reach decides not to amend the education record in accordance with the request of the parent/guardian, Reach shall inform the parent/guardian in writing of the refusal, the reason(s) for the refusal, and shall provide further notification of their right to request and receive a records review hearing.

The following procedure will be followed when the opportunity for a hearing is actualized:

- The hearing shall be held at a mutually agreed upon time and place within thirty (30) days after Reach receives the request of a hearing from the parent/guardian.
- Reach shall give written notification to the parent/guardian of the date, place, and time of the hearing not later than five (5) days in advance of the hearing.
• The parent/guardian shall be afforded a full and fair opportunity to present evidence relevant to the specific information and reason(s) for requesting that information be amended, and may be represented at his/her own expense by an individual of his/her choice, including legal counsel.

• The hearing officer shall render a written decision within thirty (30) days of the conclusion of the hearing. This decision shall be based solely on evidence presented at the hearing and include a summary of the evidence and reasons for the decision.

• If the decision rendered is to amend the education records(s), Reach will inform the parent/guardian of this in writing.

• If the decision rendered is not to amend the education records, Reach shall inform the parent/guardian in writing of his/her right to place in the educational records of the student a statement commenting upon the information in the educational records and/or setting forth any reason for disagreeing with the decision of Reach. Parents/guardians will also be informed of their right to request an impartial due process hearing.
  o This response shall be maintained by Reach as part of the educational records of the student as long as the record or contended portion thereof is maintained by Reach.
  o If the educational records of the student or the contested portion thereof are disclosed to any party, the explanation shall also be disclosed to that party.

**Special Education: Independent Educational Evaluation**

**Definition**

An independent educational evaluation (IEE) means one or more individual assessment(s), each completed by a qualified examiner who is not employed by Reach.

**Right to an IEE**

• A parent has the right to obtain an IEE at public expense if he or she disagrees with an evaluation obtained or conducted by Reach. The parent may be asked (but may not be required) to discuss their objection to the evaluation obtained by Reach, however the parent is entitled to only one IEE at public expense for each district evaluation.

• The parent has the right to an IEE at his or her own expense at any time, and the IEP team must consider the results.

• If a parent requests an IEE at public expense, Reach must without unnecessary delay, either:
Initiate a hearing under 34 CFR §300.507 to show that its evaluation is appropriate or,
Ensure that an IEE is provided at public expense.

Reach and IEE
Reach administrators and special education teachers are familiar with the provision and procedures for IEE. Any inquiry from a parent requesting an IEE is directed to the Director of Special Education. All evaluation reports, including IEEs obtained by the parent at his or her expense, are discussed and reviewed at a Multi-Disciplinary Team (MDT) meeting that includes the parents and all pertinent school personnel. The results of the evaluation are discussed and considered by the MDT and a decision is made as to what role they will play in further educational program planning.

7.2 Rehabilitation Act of 1973: Section 504 Eligible Students

Enrollment Requirements
Caretakers of students with Section 504 plans seeking to enroll in the school are asked to submit a copy of the Section 504 plan during the enrollment and academic placement process. When a student enters the school with a Section 504 plan developed by a prior school, the school will review the plan and supporting documentation and comply with Section 504.

During the School Year
At the beginning of the school year, the 504 Coordinator ensures that teachers have access to a student’s 504 Plan. The teachers are made aware of each student’s special learning needs and are given guidance on how to make the necessary program accommodations.

Students who have Section 504 plans will participate in the regular education environment, with the use of supplementary aides and services. The regular education teachers (with the support of the Section 504 Coordinator and/or special education staff) will implement the provisions of Section 504 plans. A case manager will be assigned to notify teachers about the accommodations and to assist with and monitor implementation of the Section 504 plan. Teachers will also have access to information as to accommodations and modifications on their home page.
Reevaluation

The school shall establish procedures for periodic reevaluation of students, consistent with the requirements of Section 504. Transitions from primary grades to intermediate grades, elementary school to middle school, and middle school to high school are often appropriate times to review and update a student’s Section 504 plan. For students who enter the school with an existing Section 504 plan, the schedule for the reevaluation will be determined by the Section 504 Coordinator based on the following: how recently the plan was developed, the appropriateness of the plan for the virtual school setting, changes to the student’s impairment, etc.

Section 504 Accommodations

According to their Section 504 plans, some students qualify for accommodations and modifications to their educational program. Due to the virtual nature of the school, the services are typically provided virtually over the internet with real-time conferencing software. The 504 Coordinator ensures the service is provided in compliance with the student’s Section 504 plan.

New Referrals

Throughout the year, both teachers and Learning Coaches may detect that a student is having difficulties with learning and they may believe there could be a need for accommodations and modifications, supplemental aides and services as required under Section 504. If documented strategies fail, the student will be referred to the school’s Student Support Team (SST). This team will meet and suggest additional strategies and considerations, and they will also work to gather more information about the student’s learning history and profile. They may even consult with a member of the special education team and/or Section 504 Committee. If all the recommended strategies fail, the team (along with the Caretaker) will consider a referral to the school’s special education team and/or Section 504 Committee. Once the team receives the referral they will begin the process of determining if the student is in need of evaluations and a Section 504 plan.

Federal law requires the school to provide its students, regardless of disability, with an equal opportunity to participate in and benefit from the school’s education program. Reach is committed to providing its students with equal access to its education program. We provide students with accessibility through resources tailored to each student’s individual abilities and needs, including assistive technologies and individualized support.
If your student is in need of assistance in order to fully participate in Reach’s education program, please contact the school's special education coordinator or 504 Coordinator. You can also obtain 24-hour technical support by calling the Accessibility Hotline at 888-639-5960.

9 CONDUCT, DUE PROCESS, GRIEVANCE, AND COMMUNICATION

9.2 Bullying and Other Forms of Prohibited Behavior

Reach is committed to providing a safe, positive, productive, and nurturing educational environment for all of its students, and encourages the promotion of positive interpersonal relations among members of the school community.

Harassment, intimidation, bullying, cyber-bullying, and/or hazing toward any member of the school community, whether by or toward any student, staff, Learning Coach, Caretaker, or other third parties, is strictly prohibited and will not be tolerated. Examples of such prohibited behavior include, but are not limited to, stalking, bullying/cyber bullying, intimidating, menacing, coercion, name-calling, taunting, making threats, and hazing. This prohibition includes aggressive behavior; physical, verbal, and psychological abuse; and violence within a dating relationship. These types of behavior are forms of intimidation and harassment and are strictly prohibited, regardless of whether or not the target of the prohibited behavior are members of a legally protected group, such as sex, sexual orientation, race, color, national origin, marital status, religion, or disability.

The following definitions are intended to provide guidance in assessing whether a particular behavior is a prohibited behavior. They are not exhaustive in their scope and are not intended to replace the intuition of the individual. When in doubt as to whether or not a particular suspected behavior is a prohibited behavior, you are urged to rule on the side of caution and report your concerns to the appropriate authority, as provided for in this policy.

Harassment - any intentional behavior or course of conduct (whether written, verbal, graphic, or physical) directed at a specific person or group of persons that causes substantial physical and/or emotional distress or harm and is sufficiently severe, persistent, and/or pervasive that it creates an intimidating, threatening, and/or abusive educational environment for the other person(s) and serves no legitimate purpose.
Bullying – a course of abusive treatment (whether written, verbal, graphic, or physical) that typically involves the use of force or coercion to affect others, particularly when habitual and involving an imbalance of power. It may involve verbal, written or cyber harassment, physical assault or coercion and may be directed persistently towards particular victims.

Cyber-bullying – the use of information and communication technologies, such as, but not limited to, cell phone, email, instant messaging, social media websites, Twitter, etc., to support deliberate and hostile behavior by an individual or group, that (i) is intended to harm others or (ii) that an objectively reasonable person would expect to cause harm to others. Cyber-bullying includes the posting or other transmission of text, video, or images that are embarrassing, demeaning, or threatening in nature, regardless of whether the subject of such text, video, or images directed, consented to or otherwise acquiesced in the at issue posting or other transmission.

Hazing – the use of ritual and other activities involving harassment, bullying, cyber-bullying, intimidation, abuse or humiliation for the purpose of initiating a person or persons into a group, regardless of whether such person(s) consented to or otherwise acquiesced in the at issue behavior(s) and action(s).

Intimidation – a course of behavior that instills fear or a sense of inadequacy.

Violence within a dating relationship - any behavior by a student exhibited towards that student’s dating partner that is an attempt to gain and/or maintain power and/or control over a dating partner through violence, threats of violence, and/or physical, verbal, psychological, and/or mental abuse.

Sexting - knowingly using a computer, or any other device capable of electronic data transmission or distribution, to transmit or distribute to another minor any photograph or video which depicts nudity and is harmful to minors. Knowingly possessing a photograph or video that was transmitted or distributed by another minor as described above.

Prohibited behaviors include all of the above.
The school Administration (and Board, if applicable) will not tolerate any gestures, comments, threats, or actions which (i) cause, threaten to cause, or, an objective and reasoned third-party would find was intended to cause, bodily harm or personal degradation, or (ii) creates, or an objective and reasoned third-party would determine was intended to create, an intimidating, threatening, or abusive environment for any student, staff member, member of the administration, parent or guardian, or other third-party.

This policy applies to all school-related activities and/or engagements, including, but not limited to, online school-related activities such as LiveLesson sessions, participation in clubs and activities, WebMail messages, text messages, discussions, telephonic communications, and message boards; and in-person activities, such as state testing, field trips, open houses, and any other in-person school-related activities. This policy also applies to those activities or engagements which occur off school property if the student or employee is at any school-sponsored, school-approved, or school-related activity or function such as field trips or events where students are under the school’s control, in a school vehicle, where an employee is engaged in school business, or where the prohibited behavior is facilitated through the use of any school property or resources.

Any student or student’s Caretaker who believes that student, any other student, or other third-party, has been or is the recipient of any of the above-described prohibited behaviors should immediately report the situation to the school counselor, Lead School Administrator, or assistant principal. The student may also report concerns to teachers and other school staff who will be responsible for notifying the appropriate school administrator or Board official. Complaints about prohibited behavior against the Lead School Administrator should be filed with the Board President. Every student is encouraged, and every staff member is required, to report any situation that they believe to be prohibited behavior. Reports may be made to those identified above. If a student or other individual believes there has been prohibited behavior, he/she should report it and allow the administration to determine the appropriate course of action. Any teacher, school administrator, or school staff member who does not timely make a written report of an incident of prohibited behavior shall be subject to appropriate disciplinary action in accordance with the school’s disciplinary process.
All complaints about prohibited behavior shall be kept confidential and be promptly investigated. The Lead School Administrator or appropriate administrator shall prepare a written report of the investigation upon completion. Such report shall include findings of fact, a determination of whether any prohibited behavior(s) were verified, and, when prohibited acts are verified, a recommendation for intervention, including disciplinary action, shall be in the report. Where appropriate, written witness statements shall be attached to the report. When the target of the prohibited behavior is a student, the school shall provide that student with a written copy of the rights, protections, and support services available to him/her. If there is any evidence that the student has experienced physical harm as a result of the prohibited behavior, the school shall promptly communicate that information to the appropriate personnel, including, but not limited to, emergency personnel and/or law enforcement.

If the investigation finds an instance of harassment, intimidation, bullying, dating violence, or any other prohibited behavior has occurred, it will result in prompt and appropriate remedial and/or disciplinary action in accordance with the school's disciplinary process. This may include up to expulsion for students; up to discharge for employees; exclusion for parents, guests, volunteers, and contractors; and removal from any official position and/or a request for a Board member(s) to resign. Individuals may also be referred to law enforcement officials. Remedial and/or disciplinary action for employees will follow the procedures outlined in the Employee Handbook. Remedial and/or disciplinary action for students will follow the procedures outlined in this Supplement.

When appropriate, the target(s) of the prohibited behavior (and/or such target(s) Caretaker(s)) shall be notified of the findings of the investigation, and, when appropriate, that action has been taken. In providing such notification care shall be taken to respect the statutory privacy rights of the accused perpetrator of such harassment, intimidation, bullying, and/or dating violence.

If after investigation the act(s) of prohibited behavior by a specific student is/are verified, the Lead School Administrator or appropriate administrator shall notify in writing the Caretaker of the perpetrator of that finding. If disciplinary consequences are imposed against such student, a description of such discipline shall be included in the notification.
Retaliation against any person who reports, files a complaint, or otherwise participates in an investigation or inquiry concerning allegations of harassment, intimidation, bullying, dating violence, or any other prohibited behavior will not be tolerated, independent of whether a complaint is substantiated. Such retaliation shall be considered a serious violation of school policy, and suspected retaliation should be reported in the same manner as prohibited behavior. Making intentionally false reports about prohibited behavior will not be tolerated. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

This policy shall not be interpreted as infringing upon the First Amendment rights of students (i.e., to prohibit a reasoned and civil exchange of opinions, or debate, that is conducted at appropriate times and places during the school day and is protected by state or federal law).

Complaints

Students and/or their Caretakers may file written reports regarding any suspected prohibited behavior by completing the Report of Bullying, Aggressive, or Other Prohibited Behavior Form, found in the Forms section of the Virtual Library, and sending this to the school. Such reports should be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of the suspected prohibited behavior(s), and the names of any potential student or staff witnesses. Such reports may be filed with any school staff member or administrator, and they shall be promptly forwarded to the Lead School Administrator for review, investigation, and action.

Students and/or their Caretakers may make informal complaints of conduct that they consider to be prohibited behavior(s) by verbal report to a teacher, school administrator, or other school personnel. Such informal complaints shall be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of suspected prohibited behavior, and the names of any potential student or staff witnesses. A school staff member or administrator who received an informal complaint shall promptly document the complaint in writing by completing the Report of Bullying, Aggressive, or Other Prohibited Behavior Form, found in the Forms section of the Virtual Library. This written report shall be promptly forwarded by the school staff member and/or administrator to the Lead School Administrator for review, investigation, and appropriate action.
Privacy/Confidentiality

The school will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school’s legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by law.

Bystanders

Bullying involves not only those who are bullies and their victims, but also the bystanders who are witnesses. Reach recognizes that bystanders may be negatively affected by bullying, but that they also have the potential to play a positive role in responding to it.

Bystanders may be negatively affected in the following or other ways:

- be afraid of being associated with the victim of bullying for fear of becoming a target of the bully themselves
- feel discomfort or fear at witnessing bullying
- feel guilt, helplessness, or loss of control for not standing up to the bully
- be drawn into the bullying behavior by group pressure
- or feel unsafe in the situation.

Conversely, bystanders may be able to help victims of bullying by doing the following:

- Ask for help from a trusted adult such as a teacher, Lead School Administrator, or other school official.
- Help the person being bullied: create a distraction to focus attention on something else; try helping the person who is being bullied leave the scene by telling him/her that you need them to play a game or that an adult needs to see them, etc.
- Don’t give bullying an audience: bullies are often encouraged by the attention they receive, so don’t support them by watching.
- Set an example: do not bully others; don’t encourage bullies; create posters against bullying; join an anti-bullying club; tell a bully that his/her actions are not funny.
- Be a friend to the person being bullied.
- Spend time with the person being bullied: talk to them; listen to them; tell them you think that bullying is bad; tell them to talk to a trusted adult for help.
The school’s expectation is that student bystanders will report bullying to a school official or other appropriate adult in a timely manner. If it comes to the attention of the school leadership or staff that a student bystander did not report bullying, the school will initiate a conversation with the student regarding the school’s expectations for bystanders to report bullying. Second and subsequent occurrences of non-reporting of bullying may subject the student to more serious disciplinary action.

Any student who is actively involved in bullying, may be subject to disciplinary action for bullying as described in Section 9.3 Discipline and Due Process for Students in this Supplement.

**Student Assistance Program (SAP)**

Reach will maintain a Student Assistance Program (SAP) to identify, intervene, refer and monitor students having school related programs because of drug, alcohol, and/or mental health issues, and other barriers to learning.

**What is Student Assistance Program (SAP)?**

The Student Assistance Program is a voluntary, systematic intervention process for students at risk by a team of trained, professional school personnel and community agency liaisons.

The mission of Reach’s Student Assistance Program is to identify, intervene, refer, and monitor students having school related problems because of alcohol, drug, and/or mental health issues, and other barriers to learning.

The primary goal of the Student Assistance Program is to help students overcome those barriers in order that they may be more successful academically.

The SAP Team is committed to the utmost confidentiality in all aspects of the intervention process. Matters brought before the team will not be shared outside of the team, unless there is a professional/parental need to know. Parent permission is obtained before any student is interviewed by a team member. In situations where the health, safety, or welfare of a child is at risk, the SAP team is obligated to notify proper authorities.

**Who is involved?**

The core of the program is the Student Assistance Team comprised of teachers, administrators, school counselor, school nurse, and outside consultants trained to work with students.
How does SAP work?
The Student Assistance Team receives referrals from parents, students, teachers, administrators, and other concerned school personnel. Referrals are made by contacting any member of the SAP team. A list of the SAP team members can be obtained by contacting the school. Students can refer themselves.

What happens after a confidential referral?
After receiving a referral, team members gather information from other staff members who have had contact with the student. An informal team meeting is convened to determine the status of the referral. Parents are then contacted and asked to provide written consent before SAP services are initiated, and if consent is given, parents will be asked to provide similar information on the child. Parents or a student can decline participation in SAP at any time – the program is voluntary.

After compiling all information provided, the SAP team will then determine if recommendations for further services is necessary. The recommendations could be a conference with a SAP member or a request for an assessment provided by a trained specialist from a drug and alcohol or mental health agency. These specialists work with the team members to recommend appropriate action for that individual student. The team monitors and provides support for the student throughout the process.

Drug and Alcohol Abuse Policy
Drugs and alcohol are prohibited at all school sanctioned events and in all Reach buildings.

Drug and alcohol abuse among young people is a major problem confronting our society and our community. For this reason a clear policy on drug and alcohol abuse is established for the students of Reach.

It is generally agreed that the most meaningful approaches to drug and alcohol abuse involve cooperative efforts on the part of students, Caretakers, the school, community and social agencies. Furthermore, the best contribution schools can make is to provide positive, meaningful learning and the development of an educational program of value for each individual student.
Students attend school so that they may develop to their fullest potential. Reach recognizes the need to manage and treat the problem of drug and alcohol abuse and plans to take appropriate measures to prevent the problem of such abuse and support the establishment of a SAP. The purpose of the SAP is three-fold: (1) to identify students who are having problems because of drug/alcohol use or due to mental health problems, (2) to intervene when appropriate either by personal contact or through support groups, and (3) to refer those students for appropriate help. The SAP is not a treatment program. It seeks to improve identification of students who exhibit forms of "at risk" behavior, such as suicidal intent, depression, drug and alcohol use and abuse. It also provides for intervention by making referrals to outside agencies.

I. DEFINITIONS

**Controlled Substances (Drug/Mood altering Substance/Alcohol):** Controlled substances, including but not limited to, alcohol, drugs, narcotics, and/or other health endangering compounds which include but are not limited to: alcohol, alcoholic beverages, tranquilizers, amphetamines, synthetic opiates, marijuana, LSD and other hallucinogens, glue solvent-containing substances, anabolic steroids, "look alike" drugs, prescription or over the counter drugs when in possession is unauthorized or such inappropriately used or shared with others, and all controlled substances identified in the following laws: Comprehensive Drug Abuse Prevention and Control Act of 1970 (P.L. 91-513), the Pennsylvania Controlled Substance Drug, Device and Cosmetic Act, Act of April 14, 1972 (P.M. 233, No. 64) as amended; and The Controlled Substance, Drug, Device and Cosmetic Act (P.S. 780-101, et. seq.)

**Look-alike Drugs:** Substances manufactured or designed to resemble - 1) drugs; 2) mood-altering substances; 3) narcotics; or 4) other health endangering compounds

**Under the Influence:** A student shall be considered “under the influence” if he or she has consumed a controlled substance within a time period reasonably proximate to his/her presence on school property, on a school designated vehicle, or at a school sponsored function (i.e., field trips, state testing)
**Student Assistance Program (SAP):** A multidisciplinary team that includes teachers, administrators, and counselor. This team is trained to understand and work with adolescent drug/alcohol/mood-altering substance use, abuse, and dependency. The team's primary role is to identify, intervene, and refer for treatment any student who is suspected of engaging in drug/alcohol/mood-altering substance use, abuse, possession, and/or distribution.

**Coordinator of Student Assistance Programs and Services:** A certified program specialist with an expertise in the areas of social restoration and student high-risk behaviors.

**Distribution:** To deliver, sell, pass, share, or give to another person, or to assist in distribution of any alcohol, drug, or mood altering illegal substance; actual, constructive, or attempted transfer from one person to another of any alcohol, drug, or mood-altering substance.

**Active Possession:** To possess or hold without attempt to distribute, any alcohol, drug, or mood-altering substance.

**Constructive Possession:** A person's knowing joint control and/or access with other persons to any alcohol, drug, or mood-altering substance.

**Cooperative Behavior:** The student's willingness to reasonably and helpfully work with staff and school personnel, and to comply with Student Assistance Program requests and recommendations.

**Uncooperative Behavior:** The student's resistance or refusal (verbal, physical, or passive) to comply with reasonable school personnel requests or recommendations. Defiance, assault, deceit, and flight are examples of uncooperative student behavior. Uncooperative behavior includes, but not by way of limitation, refusal to comply with Student Assistance Program requests and recommendations.

**Drug Paraphernalia:** Includes any equipment, utensil or item, which in the school administrator's judgment can be associated with the use of drugs, alcohol, or mood altering substances. Examples include but are not limited to roach clips, pipes and bowls, and includes all items as defined as drug paraphernalia in Section 102 of the Pennsylvania Controlled Substance Drug, Device and Cosmetic Act, 35 P.S. 780-102, as amended.
II. VIOLATION OF POLICY

This policy is violated when any student, visitor, guest or any other person unlawfully manufactures, uses, abuses, possesses, constructively possesses, is under the influence of, distributes, or attempts to distribute drugs, alcohol, or any mood-altering substances, or drug paraphernalia on school premises, or at any school-sponsored activity anywhere, or while traveling to and from school or school-related activities utilizing transportation approved by the Reach, or who conspires, aids, or abets in the use, abuse, active possession, constructive possession, or distribution of drugs, alcohol, or any mood-altering substances.

Discipline, Rehabilitation, and Punishment

Any student who violates this policy shall be subject to the following disciplinary, rehabilitative and punitive actions. The school reserves the right to use any other lawful measures deemed necessary to control and eliminate the use of drugs, alcohol, and other mood-altering substances even if the same is not provided for specifically in any rule or regulation enumerated herein.

Drug and Alcohol Policy

A student possesses drug-related paraphernalia and/or a student possesses (actively or constructively), uses, or is under the influence of drugs, alcohol, or mood-altering substances.

First Offense:

1. An administrator shall immediately contact the student’s Caretaker(s).
2. An administrator shall contact law enforcement authorities.
3. If necessary, an administrator shall schedule an informal hearing.
4. If after the informal hearing the administrator determines the offense has been committed by the student, the administrator may:
   a. suspend (suspension as defined in Section 9.3 of this Supplement ) the student for seven (7) days;
   b. require the student to participate in the SAP process and comply with the SAP recommendations, which may include an assessment from a licensed drug and alcohol facility at the students/family’s expense.
5. Uncooperative behavior will lead to an additional three days of suspension.
Subsequent Offense(s):

1. The Lead School Administrator shall contact the student's Caretaker(s) and request that they report to the Lead School Administrator's office or conference via telephone if appropriate immediately.

2. The Lead School Administrator will contact law enforcement authorities.

3. The Lead School Administrator may schedule an informal hearing in accordance with Section 9.3 Due Process of this Supplement.

4. If after the informal hearing the Lead School Administrator determines the offense has been committed by the student, the Lead School Administrator may:
   a. suspend the student for up to ten (10) school days;
   b. require the student to participate in the SAP process and comply with the SAP recommendations, which may include an assessment from a licensed drug and alcohol facility at the students/family's expense;
   c. have the option of requesting a formal disciplinary hearing to be scheduled before the Board, or a committee of the Board, in accordance with Section 1318 of the Pennsylvania School Code based on the findings of fact.

If a student distributes a drug, alcohol, or mood-altering substance:

1. The Lead School Administrator shall contact the student's Caretaker and request that they report to the Lead School Administrator's office or conference via telephone if appropriate immediately.

2. The Lead School Administrator may schedule an informal hearing in accordance with Section 9.3 Discipline and Due Process for Students in this Supplement.

3. If after the informal hearing the Lead School Administrator determines the offense has been committed by the student, the Lead School Administrator may:
   a. suspend the student for up to ten (10) days;
   b. require the student to participate in the SAP process and comply with the SAP recommendations, which may include an assessment from a licensed drug and alcohol facility at the students/family's expense;
   c. request a formal disciplinary hearing to be scheduled before the Board, or Committee of the Board, in accordance with Section 1318 of the Pennsylvania School Code.
9.3 Discipline and Due Process for Students

All students enrolled in Reach are expected to conduct themselves in accordance with the rules for the school, and Caretakers are expected to cooperate with the school staff in helping students to maintain this conduct. Student codes of conduct are set forth in this Supplement. Students are also guaranteed due process of law as required by the 14th Amendment to the U.S. Constitution.

Discipline Measures

There are three levels of formal disciplinary measures utilized by the school: 1) Warning, 2) Suspension, and 3) Expulsion. Each level and its corresponding disciplinary actions are identified below.

1. Warning

Students that receive warnings from the school will have a conference (via phone or in person) with their Caretaker and the school administrator(s), and the incident will be formally documented in writing and will become part of the student’s permanent record. The student will not have a disruption in schooling and will continue to have access to Connexus.

Warnings are issued when a student demonstrates a breach of expected conduct, but not as serious as those listed under the suspension and/or expulsion categories in this Supplement.

2. Suspension

When a student is suspended, he or she is temporarily removed from class (Connexus) or a school sponsored program or activity. The length of a suspension is determined by the school administrator (up to 10 days at a time). A suspension will be documented in writing and will become part of a student’s permanent record.

During a period of suspension as defined by the Lead School Administrator, a student’s permission to log on to and/or use parts of Connexus is restricted. Student access to WebMail, the message boards, online clubs/activities, or all of Connexus may be revoked. In such cases where the student’s access is completely revoked, the Learning Coach is responsible for logging on to the Connexus and obtaining the student’s assignments, responding to WebMail, and recording assessment responses for the student. The student should continue with his or her schoolwork during a suspension.
Violations that may lead to suspension include, but are not limited to, the following breaches of conduct:

- **Cheating on tests or daily work:** A student who knowingly participates in copying, using another's work, and representing it as his or her own (for example, students transmitting their work electronically for another student's use), or who provides other students with test answers, answer keys, or otherwise uses unauthorized materials in an assignment or assessment situation.

- **Plagiarism:** A student's use of another person's words, products, or ideas without proper acknowledgement of the original work with the intention of passing it off as his or her own. Plagiarism may occur deliberately (with the intention to deceive) or accidentally (due to poor referencing). It includes copying material from a book, copying-and-pasting information from the Internet, and getting family or friends to help with coursework.

- **Unexcused absences:** An unexcused absence is the absence of a student due to truancy, illegal employment or parental neglect.

- **Illegal absence:** Illegal absences are unexcused absences by a student who is under the age of 17 who are absent from school due to avoidable absences, parental neglect, illegal employment, unapproved family vacations, and truancy.

- **Abusive conduct:** A student who uses abusive language or engages in abusive conduct in the presence of others either in person or electronically/virtually.

- **Bullying:** A student that repeatedly engages in negative actions against another student in an attempt to exercise control over him or her.

- **Intimidation:** A student who engages in behavior intentionally meant to cause another person to fear harm or injury, be frightened into submission or compliance, or to feel a sense of inferiority.

- **Harassment:** A student who demonstrates verbal, written, graphic, or physical conduct relating to an individual's sex, race, color, national origin, age, religious beliefs, ethnic background, or disability that is sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability of an individual to participate in or benefit from the school's programs that: 1) has the purpose or effect of creating an intimidating or hostile environment, 2) unreasonably interferes with an individual's educational performance, or 3) otherwise adversely affects an individual's educational opportunities.
• **Vandalism:** A student who intentionally damages or destroys school property or records (physical or electronic). In these instances the school reserves the right to contact the proper law enforcement agency(ies).

• **Theft and robbery:** A student who takes money or other property (physical or electronic) with the intent to deprive another person or the school of that property. The threat or the use of force or violence is considered a serious breach of conduct. In these instances the school reserves the right to contact the proper law enforcement agency.

• **Sexual harassment:** A student who subjects another to any unwelcome sexual advances including verbal harassment, unwelcome or inappropriate touching, or suggestions, requests, or demands for sexual favors.

• **Violence within a dating relationship:** a student who attempts to maintain power and/or control over a dating partner through violence, threats of violence, and/or physical, emotional, and/or mental abuse.

• **Violation of acceptable use policy:** Students who violate the acceptable use policy in one form or another are open to disciplinary action including suspension. This would include signing on as parents.

• **Repeated violation of any disciplinary issues.**

3. **Expulsion**

When a student is expelled, he or she is separated from the school for an extended period of time, or permanently, for disciplinary reasons. An expulsion will be documented in writing and will become part of a student’s permanent record.

Violations that may lead to expulsion include, but are not limited to, any behavior that indicates that a student is a serious threat to the safety of others: possession of firearms, dangerous weapons, bombs, or explosives, criminal behavior, arson, under the influence of or possession of, or sale of controlled substances or paraphernalia. Suspensions or expulsions for children designated as exceptional follow all appropriate state and federal policies, regulations, and laws.

For those students with disabilities under the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973, the disciplinary procedures required by the IDEA will be followed. In the event a student has disabilities under both Section 504 and the IDEA, both policies shall be followed in determining appropriate disciplinary actions. The student will continue to receive FAPE.
Due Process for Students

The following actions will be conducted by the school, per each of the disciplinary measures as outlined below:

**Suspension (no more than 10 days)**
An informal hearing will be convened with the student, Caretaker, Lead School Administrator and other staff members as appropriate. The Lead School Administrator will inform the student and Caretaker of the allegations and an explanation of the evidence that supports the allegations. The student will be provided with an opportunity to present his or her version of the occurrence. If the Lead School Administrator determines that the incident(s) justifies suspension, written notice will be provided to the student and his/her Caretaker. The student will be provided all due process as required by law.

**Suspension of over 10 days, or an Expulsion**
If the school determines that a student’s conduct may warrant expulsion, the Lead School Administrator will provide written notice to the Caretaker of the student of his/her determination and the student’s right to a hearing. Such notice shall include (1) date, time and location of hearing; (2) description of the incident(s) that is the subject of the hearing; (3) notice that the student and/or Caretaker have a right to review the student’s school records prior to the hearing; (4) description of the hearing process and explanation of the consequences of an expulsion. At this hearing, the allegations and supporting evidence will be reviewed. The student shall have the right to present his or her version of the incident(s), call witnesses, cross-examine witnesses and be represented by counsel. After the hearing, the Lead School Administrator will make a recommendation for or against expulsion to the Board. Once the Board rules on the expulsion, the Lead School Administrator and/or the Board will provide notification to the student and Caretaker of the Board’s decision and discipline determination. The decision of the Board is final.
Discipline for Students with Disabilities

If a student with a disability violates a code of conduct, he or she will be disciplined according to the discipline measures described above for up to 10 days. Upon subsequent violations that result in suspensions that exceed 10 total days or 15 cumulative days in a school year, the school will determine if the behavior manifested from the student’s disability. If the school determines that the violation is not a manifestation of the student’s disability, the school will apply the discipline procedures to the student in the same manner and for the same duration as the procedures would be applied to students without disabilities. However, if it is determined that the violation manifested from the student’s disability, the school will conduct a functional behavior assessment and develop a behavior plan to address the behavior violation so that it does not recur.

9.4 Academic Honesty

Plagiarism
Reach requires the original work of all students and in so doing, prohibits plagiarism of the work of others. Students shall be expected to properly cite the origin of work that is not the student’s own. If work content, other than commonly known facts, is not properly cited, attributed, or credited, the work may be determined to be plagiarism.

Students may not plagiarize in written, oral, or creative work. In general, plagiarism occurs when a student uses another person’s words, products, or ideas without proper acknowledgement of the original work and with the intention of passing it off as his or her own. Plagiarism may occur deliberately (with the intention to deceive) or accidentally (due to poor referencing). It includes copying material from a book, copying and pasting information from the Internet, and getting family or friends to help with coursework.

First Offense
The first time a student is determined to have plagiarized the work of other(s), the student will receive a warning. The student’s teacher will contact the student to explain to the student the specific reason(s) why the work submitted is considered plagiarism, and will discuss with the student how to avoid plagiarizing again. The student will be required to resubmit the question/assignment with original work. If a student chooses not to resubmit the work, the student will receive a zero for that question/assignment.
Second Offense
The second time a student is caught plagiarizing, he/she will be required to redo the question/assignment, but can only receive up to half credit. If a student chooses not to resubmit the work, the student will receive a zero for that question/assignment.

Third Offense
The third time a student is caught plagiarizing; he/she will receive a zero and will not have the opportunity to redo the question/assignment. Such repeated offenses of plagiarism by a student may result in a recommendation by the Lead School Administrator that the student be determined to be a repeat violator of school policy and a disruption of school discipline. Such recommendation may result in a determination to suspend or expel the student as outlined Section 9.3 Discipline and Due Process for Students in this Supplement.

Cheating
Reach requires students to complete all assessments (i.e. tests, quizzes, and quick checks) individually without the aid of, but not limited to: (a) the internet, (b) textbook(s), (c) a Learning Coach, (d) or other students. In addition, assignments other than tests, quizzes, and quick checks must be the student’s original work. NOTE: It is not allowable for students to submit work through their Learning Coach’s account.

First Offense
The first time a student is determined to have cheated on any assignment, the student will receive a zero for that assignment or assessment without the opportunity to make it up.

Second Offense
The second time a student is caught cheating he/she will be required to attend a conference call with a teacher and the Lead School Administrator.

Third and Subsequent Offenses
The third time (or subsequent times) a student is caught cheating, he/she may be required to complete the assignment/assessment in the school office under the supervision of a teacher.
9.5 Grievance Process for Caretakers

The school is committed to ensuring parent satisfaction, and takes its responsibilities for the provision of educational services to the student very seriously. These school responsibilities are set out in the Parent/Legal Guardian Agreement (PLCA) and the School Handbooks and include such things as: contacting the family regularly, delivering educational materials and equipment, and providing accessible support.

The school will also ensure the family and students adhere to their responsibilities stated in the PLCA and the School Handbooks, and when necessary, will discipline, suspend, or expel a student, invoice, refer to collections, or take legal action against the family for a breach of the agreement or a school policy. Reasons for such disciplinary actions include, but are not limited to, failure to attend mandatory state testing, obtaining property under false pretenses, failure to return materials, or violating the materials and equipment policies.

Caretaker Remedies

If a Caretaker has concerns with the school’s action or performance on any of the above-defined school responsibilities or disciplinary actions, he or she has the following remedies available:

Addressing Issues

For routine issues or for a first attempt at redress, contact General Information Services via phone at 1-800-382-6010 or via e-mail at support@connectionseducation.com.

For more serious issues and/or to address lack of resolution of the issue at a lower level, a detailed grievance procedure has been set forth below. All grievance proceedings will be conducted in a manner that protects the confidentiality of the parties and the facts. If a hearing is required for grievance proceedings, the parties will be provided with all due process procedures as required by law.

Where a Caretaker feels that there has been unlawful discrimination on the basis of gender, race, ethnicity, or on the basis of disability, or when there are allegations of sexual abuse or any other unlawful misconduct on the part of the school or its employees, then the parent must activate the grievance procedures set out below and can directly report the complaint to the Lead School Administrator.
If charges are brought against a student for a breach of the PLCA, which could result in a suspension of up to ten (10) days or an expulsion, the due process procedures in the Discipline and Due Process for Students section of this Supplement are to be followed.

**Grievance Process**

1. A Caretaker with the grievance must, in writing, report the dissatisfaction, and submit it to the student’s teacher (or other appropriate staff member, as necessary). All parties involved must be appropriately defined, and the problem must be clearly outlined.

2. The recipient of the grievance must review the issue with his or her supervisor and respond to the Caretaker within a reasonable time period.

3. If the original recipient did not resolve the grievance, the Caretaker should request a meeting with the Lead School Administrator. The supervisor should investigate the matter, and schedule a meeting with the Caretaker, the student, if necessary, and any other staff members, if necessary, within a reasonable time period.

If either party does not resolve this grievance, the Caretaker should then request a meeting with the Board, in writing, at least five (5) days before the regularly scheduled Board meeting. The contact information for the school Boards parent representative is set out in the contacts section of the handbook. Caretakers should contact the President of the Board with any concerns related to the grievance process or due process for a student. The Caretaker may also contact the PDE.
10 EDUCATIONAL MATERIALS PROVIDED BY THE SCHOOL

10.2.2 Technology Provided
Reach will provide each student with the following:

- One laptop computer per student in grades K–12 with appropriate hardware and software for accessing the educational program and ensure the online safety of students.

- One printer per household: Each household will be eligible to receive or be reimbursed for one standard HP Desktop printer in the first year of enrollment.

10.2.5 Use of the Internet

Internet Reimbursement
Families will arrange for Internet service for their students to attend school and will be regularly reimbursed for the full cost of Internet service (and also printer ink). Reach will reimburse the families regularly so as not to cause financial hardship for families and so there is no disruption of schooling for the students. The reimbursement schedule will also factor in students enrolled in Reach’s various pacing models.

For students who are unable to arrange for Internet service, Reach will work with them to help with securing high speed Internet access. If the student lives in an area that receives limited or poor Internet connections, the school will work with the family on alternative methods for accessing Reach online. One potential solution is to provide students with an educational Mi-Fi. Educational Mi-Fi may be procured through Kajeet, a company recommended by Verizon. Kajeet provides a solution using a Verizon Mi-Fi running on the Verizon 4G LTE network with their Sentinel cloud portal that provides CIPA compliant filtering to keep students on task.

For students who select the accelerated pacing option or the year-round pacing option which requires participating in the program in the summer, Reach will ensure the families are reimbursed for Internet expenses over the summer months.
APPENDIX W
AGREEMENT WITH CHARTER CHOICES
February 16, 2016

David Taylor, Board Chair
Reach Cyber Charter School
reachcybercharterschool@gmail.com

Dear Mr. Taylor:

Thank you for the opportunity to present our qualifications to support the proposed Cyber Charter School. If engaged, we would be proud to work with your team and deliver the highest standards for financial management.

As an individual who has been involved with the charter movement since inception, I can appreciate the need for educational opportunities in the Commonwealth. Since the inception of the charter movement, Charter Choices has become the premier business service provider in the Commonwealth. We are excited at the prospect of building on your achievements and pleased to present the following proposal for services, structured as follows:

Service Proposal

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We believe that the team we have assembled to serve the School is uniquely qualified and possesses the right combination of training, experience, commitment and creativity to drive continued progress. We would welcome the opportunity to present our proposal to the Finance Committee or the Board of Trustees and answer any questions you or they may have.

Sincerely,

Michael A. Whisman, CPA
mwhisman@charterchoices.com
215.481.9777 ext. 124
SERVICE PROPOSAL

1. PROPOSER QUALIFICATIONS

The founders of Charter Choices have been working with charter schools in the Commonwealth since 1997. Our first client was chartered in 1997 and continues to be a client. We currently provide services to 33 schools in Pennsylvania, including 27 charter schools.

Our philosophy has been, and continues to be, to consistently provide the highest quality of personalized services to our clients. **We believe that our strength comes from our industry experience and our commitment to enable charter operators to focus on their school’s mission.** We realize this strength through the following qualities, which we believe distinguish Charter Choices from other business services providers:

- **Engagement.** We are deeply engaged in the charter school movement in the Commonwealth of Pennsylvania. Over the past year, Charter Choices employees participated in more than 10 conferences and events across the state. Whether it is the annual Charter School Day on the Hill or a School Reform Commission meeting, if it has to do with charter schools in Pennsylvania, we’re there.

  Charter Choices founder Michael Whisman has testified before the state House of Representatives’ Education Committee on the topic of charter school funding numerous times over the past several years. We know that context matters – that policy development in Harrisburg will result in on-the-ground changes across the Commonwealth. We serve our clients best by being able to anticipate potential changes, advocate for or against them based on your interests, and advise responses to new realities.

- **Focus.** Where many of our competitors offer a variety of services in multiple industries, since our inception we have focused exclusively on providing business services to charter school clients. This single-minded focus on charter schools has made it possible for us to develop a multidimensional understanding of our client schools and their needs. Further, it has enabled us to build a staff uniquely suited to our client base. Providing sound financial guidance to schools requires financial expertise, but that expertise is too often lost in translation when it is not coupled with an understanding of the culture of schools and aspirations of educators. Our management team, which includes two CPAs and two former charter school administrators with, collectively, ten (10) years of K-12 teaching experience and eight (8) years of charter school administrative experience, possesses a breadth and depth of industry knowledge unrivaled by our peers.

- **Team orientation.** We recognize that the quality of our services depends not only on our leaders but also on our talented staff accountants and functional specialists. Accordingly, we work hard both to build accounting and business skills among our junior staff and to foster connection between our staff and the schools we serve. All Charter Choices staff are expected to complete professional development activities with financial support from the company. All participate in volunteer activities at our client schools. And all receive personal development plans based on formal and informal feedback from our clients.

  To be a great team, we need to develop our young talent. But being a team also means that we rely on one another to maximize our performance for clients. Though one member of the Charter Choices leadership team serves as the primary contact for each client, all members of the leadership team and the Charter Choices staff are expected to be familiar with our clients. In addition, at least quarterly, our leadership team performs a “round table” review of client financials and operations to identify trends and provide feedback. This sharing enables us to identify and disseminate best practices quickly and to deliver on our mission to offer high-quality, efficient and timely service that exceeds our clients’ expectations and helps them to meet their educational goals.
2. PROPOSED SERVICES

Charter Choices’ engagement will be designed to perform the following services, as delineated in the Request for Proposals.

- **Internal Reporting, Budgeting and Audit.** Each month, an internal statement of financial position (balance sheet) as of the end of the previous month and a statement of activities (income statement) for the year to date are generated by school level employees or management company. Charter Choices will support effective decision-making by the School’s Board and management by completing the following tasks:
  
  o Review monthly financial statements:
    a. Prepare a summary narrative report of both the balance sheet and income statement highlighting key financial developments and trends for the Board.
    b. Review the fiscal year projection based on an extrapolation of year-to-date activity with a comparison to the annual budget and provide comments and input.
    c. Offer suggestions on monthly reporting provided to the Board.
    d. Additional reports as needed, including short-term cash flow projections in any periods of low cash balances.
  o Work with school to support the preparation of the School’s annual budget.
  o Generate ad hoc analyses as needed to provide management with actionable financial information.
  o Ensure that all transactions are coded utilizing the State of Pennsylvania Chart of Accounts and in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Standards.
  o Work with the school to prepare audit work papers for the fiscal year end and work with auditors to complete the audit engagement.
  o Provide support for legislative/regulatory audits.
  o Attend board meetings as requested.
  o Work with the school to support the requests of outside agencies (Auditor General, PDE and others).

- **District Billing Services.** Billing districts and the Department of Education continues to be an evolving process. Charter Choices has a department dedicated to this function and currently bills in excess of 30,000 students each year. Specifically, your Charter Choices (CC) team will:
  
  o Using our Virtual Student Management System (VSIMS), CC will be responsible for sending monthly school district billing to the districts.
  o Using school provided information; CC will enter student information into VSIMS.
At the school’s direction, CC will be responsible for billing the PDE for districts that are slow paying and for those who refuse to pay the charter school directly. CC will make reasonable efforts to collect balances due from the districts and PDE.

- District and PDE payments will be recorded by CC into district billing system (VSIMS).
- After the last day of school, CC will generate a reconciliation report based on average daily membership (ADM). This reconciliation will be send by CC to the applicable districts.
- CC will provide training to school level staff to generate applicable revenue and receivable reports and record monthly journal entries.
- CC will provide school level staff with read-only access to VSIMS.

- **PDE, Federal Grant, and Tax Reporting.** Reports submitted to the state and IRS are among the most complex and carefully scrutinized documents required of charter schools. These and the School’s annual independent audit are, moreover, key components of the organization’s public face. Your Charter Choices team is skilled at preparing these reports in a manner that is both compliant and mindful of the many audiences that review them. Working with School management, Charter Choices will:
  - The Charter School will generate the budget for Board Review and Approval. Based on the Board-approved annual budget, CC will prepare and submit the Final General Fund Budget to PDE (PDE-2028).
  - Work with school staff, to prepare and submit grant budgets for federal categorical and competitive grants programs including Title I, Title II, and IDEA, quarterly cash-on-hand reports of disbursements, and Final Expenditure Reports for grants administered by the PDE.
  - Based on the final audited trial balance, CC will prepare and submit the Annual Financial Report (AFR; PDE-2057).
  - Review auditor prepared federal form 990.
  - Oversee preparation for periodic federal programs audits.

- **Client Support.** Charter Choices will provide ad hoc support to the School in areas of financial management and internal controls. Structured support will be organized around annual goals for our work with the school developed based on survey responses and discussions with management and the Board.
  - Upon request, assist school staff with funding, budgeting, strategy, fiscal control, and other operational and financial questions and issues.
Advise School management and the Board of Trustees on fiscal and operating procedures and control policies and assist in developing and implementing the same.

- Recommend cost-cutting and revenue-maximization strategies and assist management and the Board in the evaluation of alternative vendors, programs and policies.
- Secure Public Official Bond on behalf of the School and at School’s expense

3. SERVICE TEAM

As with most service-related industries, the quality of our back-office and consulting services lies in the expertise and integrity of our professional consultants. We are proposing the following Charter Choices team to serve Reach Cyber Charter School:

**Michael Whisman, CPA** will provide oversight of all day to day operations in the execution of Charter Choice’s responsibilities.

Prior to founding a charter school service firm in 2004, Michael managed the local charter school audit practice of the 13th largest US public accounting firm. Our organization continues to provide consulting services to many of Michael’s previous audit clients.

Since the inception of the charter school law, Michael has been an active member in the charter school community. Michael has testified numerous times in Harrisburg at the House of Representative Education Committee hearings on the topic of charter school funding.

As an advocate for school choice, Michael has dedicated his career to charter schools and to looking for alternative methods of educating the students of Pennsylvania. Most recently, Michael’s idea of a bilingual cyber charter school became reality when the Pennsylvania Department of Education Appeal Board approved the charter application, making the Cyber Charter School one of the first bilingual cyber charters schools in the nation. Michael is a shareholder at Charter Choices.

**Ryan Schumm** will oversee the compliance and reporting portions of the engagement.

Ryan holds a degree in Education and enjoyed three years of teaching middle school math and science at a charter school with an inquiry based, constructivist focus. He was a part of the charter’s management team, which ultimately led him to explore administrative and consulting avenues. Outside of the classroom, Ryan has worked with charter school boards and administrators as a financial consultant for the past eleven years and is a shareholder at Charter Choices.

**David Sutter** will be responsible overseeing the CC district billing department and for the monthly district billing.

Dave received his BA in Accounting from Cedarville University. Dave joined our team in 2010. Prior to joining our team, Dave spent several years in Pension Plan Accounting and Administration. Dave also worked at a Charter School where he was the Registrar for two years and served as the Director of Student Services for six years.
COST PROPOSAL & TERM

This proposed term will start once the Cyber Charter School is approved by the authorizer and such authorizer approval allows for the Cyber Charter School to be opened and educating students on or before the 2017-2018 school year, and shall end on the third June 30th thereafter.

The costs for proposed services, excluding ad hoc client support, will be based on student enrollment each month at the end of the month.

**Internal Reporting, Budgeting and Audit** - $2.25 per each student enrolled at the end of the month for the months of September to May (9 months) except that CC agrees that the fee shall not exceed $60,000 during any nine-month period.

**District Billing Services** - $5.60 per each student enrolled at the end of the month for the months of September to May (9 months).

**PDE, Federal Grant, and Tax Reporting** - $1.15 per each student enrolled at the end of the month for the months of September to May (9 months).

**Client Support** - These services will be billed at our standard hourly rates ranging from $75 an hour to $175 an hour and Charter Choices will obtain approval prior to providing this support.

TERMINATION

The Cyber Charter School shall have the right to terminate this agreement in the event that CC fails to remedy a material breach of this Agreement within 30 days after written notice from the Board. A material breach by CC includes, but is not limited to: (i) CC’s failure to substantially follow policies, procedures, rules, regulations 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, (ii) failure to perform any of the Specific Duties set forth in this Agreement, (iii) failure to maintain adequate staffing levels as previously agreed upon in writing between the parties or (iv) 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 CC as of the date of the termination. Notwithstanding the foregoing, the Charter School shall have the right (assuming that CC 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 CC payment of the present value (discounted at eight percent per annum) of the remaining Management Fees specified in this Agreement.

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 CC as of the date of termination.
FIRM INFORMATION

Contact Information
Charter Choices, Inc.
222 Keswick Avenue, Glenside, PA 19038 (primary)
600 Grant Street, Pittsburgh, PA 15219 (western regional office)
215-481-9777

Primary Contact Information
Michael A. Whisman, CPA
Founder and Leadership Team Member
mwhisman@charterchoices.com

Firm History
Charter Choices, Inc. (previously Charter School Choice, Inc.) has been providing business services to charter schools and related organization since 2004. Since 2004, we have focused only on the charter movement in the Commonwealth. Prior to 2004, Michael Whisman managed the local charter school audit practice of the 13th largest US public accounting firm.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and agree to be bound by the terms hereof as of the day and year first set forth above to be effective after the Cyber Charter School is approved by the authorizer and such authorizer approval allows for the Cyber Charter School to be opened and educating students on or before the 2017-2018 school year. The undersigned have the authority to enter into the Agreement and the Agreement has been or will be ratified by the Board.

Reach Cyber Charter School

By: __________________________________
Name: David Taylor
Authorized Officer

CHARTER CHOICES, INC.

By: __________________________________
Michael A. Whisman, CPA